

CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

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

AGENDA

COUNCIL CHAMBERS

July 23, 2018

6:30 P.M.

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Brewster

ROLL CALL: Councilmembers present on roll call were:

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

MINUTES:

- June 25, 2018
- July 9, 2018

COURTESIES:

PROCLAMATIONS:

ADMINISTRATOR REPORTS - BRUCE MCCANDLESS

PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: 1 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. **W.O. 18-17, CNG Backup Compressor.** (Opened 7/10/18) Recommend Ace Electric Inc.; \$256,674.
 2. **SID 1404 Annafeld Streetlights Construction.** (Opened 7/10/18) Recommend Ace Electric, \$219,931.50.
 3. **SID 1404 Annafeld Park Improvements.** (Opened 07/17/18) Recommendation will be in the July 20, 2018 Friday Packet.
 - B. **Professional Services Contract** for W.O. 18-22 Leavens Reservoir Expansion and Zone 1 Improvements; HDR Engineering, Inc.; not to exceed \$169,900.
 - C. **Professional Services Contract** for abatement and demolition of structures at 2305 9th Ave. N.; Safetech, Inc.; \$59,934.
 - D. **Approval** of purchase of 76 Panasonic ruggedized laptop mobile computers, accessories, and 5-year warranty through Insight Public Sector on State of Montana/NASPO contract #MNWNC-124; \$388,180.
 - E. **Acceptance** of the drainage easements for Lots 9 and 10, Block 3, Ironwood Estates Subdivision, 5th Filing, and the sidewalk easements along Lots 9-13, Block 3, Ironwood Estates Subdivision, 5th Filing.
 - F. **Acceptance** of donation to the Parks, Recreation and Public Lands Department from Billings Mustangs for Dehler Park remodel project; \$19,860.
 - G. **Resolution** approving new Purchasing Policy to increase the RFP and bid thresholds and the City Administrator's contracting authority.
 - H. **Resolution** increasing the City Administrator's contracting authority from \$50,000 to \$80,000.
 - I. **Second/Final Reading Ordinance** amending Billings, Montana City Code (BMCC), Section 2-211, Calling to Order.

- J. **Preliminary Major Plat** of Zimmerman Home Place Subdivision, 2nd Filing, Amended Lot 1, Blocks 4 and 5, generally located on the northwest corner of the intersection of Grand Avenue and Zimmerman Trail; Billings Opportunities, LLC, owner; Craig Dalton, agent; conditional approval and adoption of the findings of fact.

- K. **Final Plat Approval** of Falcon Ridge Estates Subdivision, 3rd Filing.

- L. **Bills and Payroll:**
 - 1. June 18, 2018

 - 2. June 25, 2018

REGULAR AGENDA:

- 2. **PUBLIC HEARING AND RESOLUTION** approving and adopting budget amendments for FY2018. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

- 3. **PUBLIC HEARING AND VARIANCE TO SITE DEVELOPMENT ORDINANCE:** A variance from BMCC, Section 6-1203(j), Off-Street Parking Requirements, allowing 6 fewer parking stalls for a new dialysis clinic located at 616 North 25th Street. Dialysis Clinic, Inc., owner. 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: 07/23/2018

TITLE: W.O. 18-17 -- Solid Waste CNG Backup Compressor, Bid Award

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

In 2016, the City of Billings Solid Waste Division constructed a compressed natural gas (CNG) fueling station at the Billings Operations Center (BOC) to serve its fleet of CNG-powered trucks. There is only a single compressor in the current system, but provisions were made during the initial construction for a future second compressor. A second compressor will provide much-needed backup redundancy if the existing compressor becomes inoperable, but it can also operate in parallel with the existing compressor, allowing for shorter fueling times and increasing the overall efficiency of the system. The project generally consists of the installation of an additional gas compressor inside an enclosure (similar in size and operation to existing); and all associated piping, electrical upgrades, and controls to be integrated into the existing system.

The bidding for this contract was advertised June 29 and July 6, 2018, in The Yellowstone County News and on the City's website. Bids were opened July 10, 2018, and Ace Electric Inc. was the lowest responsible bidder.

ALTERNATIVES ANALYZED

The Council may:

- Award a contract to the low bidder, Ace Electric Inc, in the amount of \$256,674, or
- Reject all bids, which will keep the CNG system with only one compressor, making it susceptible to potential down-time and inability to service Solid Waste's CNG fleet of trucks. This would likely result in Solid Waste having difficulty meeting daily solid waste hauling requirements.

FINANCIAL IMPACT

The following bids were received and evaluated.

CNG Installation Contractor (Bidder)	Lump Sum Base Bid Amount
Ace Electric Inc.	\$ 256,674
Star Service	\$ 261,520

The project is being funded by Solid Waste funds, as approved in the FY 2019 CIP. There are adequate funds available for the low bid amount.

RECOMMENDATION

Staff recommends Council award a construction contract to Ace Electric Inc. for W.O. 18-17 -- CNG Backup Compressor in the amount of \$256,674.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 07/23/2018
TITLE: Bid Award: SID 1404 Annafeld Streetlights
PRESENTED BY: David Mumford, Public Works Director
Department: Public Works
Presentation: No

PROBLEM/ISSUE STATEMENT

SID 1404 Annafeld Parks and Streetlights was created at the February 12, 2018 City Council meeting. SID 1404 is being split into two separate projects. They will be SID1404 Annafeld Streetlights which will construct the streetlights throughout the subdivision and SID 1404 Annafeld Park Improvements which will construct improvements to the public parks within the subdivision. Both projects will be paid for utilizing SID bonds and a cash contribution from the developer. SID 1404 Annafeld Streetlights was bid on July 10, 2018, and the City received three bids for the project. Ace Electric is the apparent low bidder.

ALTERNATIVES ANALYZED

The City Council may:

- Award the SID 1404 Annafeld Streetlights construction contract to Ace Electric in the amount of \$219,931.50; or
- Do not award the SID 1404 Annafeld Streetlights construction contract. If not awarded, the City would have to re-bid or cancel the project.

FINANCIAL IMPACT

The following bids were received and evaluated:

Contractor	Bid
Engineer's Estimate	\$329,835.00
Ace Electric	\$219,931.50
Montana Lines	\$284,259.50
Yellowstone Electric	\$329,632.59

The budget for this project is as follows:

FY 2019 Budget	\$1,000,000
Previously Encumbered	\$0
This contract	\$219,931.50
Budget Remaining	\$780,068.50

RECOMMENDATION

Staff recommends that the City Council award SID 1404 Annafeld Streetlights construction contract to Ace Electric in the amount of \$219,931.50.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 07/23/2018

TITLE: Annafeld Park Improvements - Bid Award

PRESENTED BY: Mike Whitaker, Parks, Recreation & Public Lands Director

Department: Parks/Rec/Public Lands

Presentation: No

PROBLEM/ISSUE STATEMENT

At the February 12, 2018 Council meeting the Annafeld Park Special Improvement District (SID) 1404 was approved to provide funding for developing the first phase of parkland in the Annafeld Subdivision. Due to the complexity of the project, additional time was required for preparing plans and specifications and inviting bids. In order to provide minimal time for contractors to prepare bids and to hit the bond sale deadlines, bid opening had to be delayed one week longer than desired. Bids will not be opened until July 17th which will be after the deadline for submittal of the 7/23/18 final staff reports, therefore the details of the bids will be made available to Council in the July 20 Friday Packet.

If this contract is awarded, the first of 3 phases of construction will begin immediately with an anticipated completion of spring 2019.

ALTERNATIVES ANALYZED

City Council may:

- Approve the low bid and award the contract to the contractor to be announced in the Friday Packet prior to the July 23rd Council meeting for the construction of parkland in Annafeld Subdivision Phase 1, or;
- Reject all bids and provide staff with additional direction.

FINANCIAL IMPACT

Funding for this project will come from the sale of bonds for SID #1404.

RECOMMENDATION

Staff will recommend that the City Council award a contract for the development of Annafeld Park in the Annafeld Subdivision First Phase with the recommended contractor and price to be announced in the July 20 Friday Packet.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 07/23/2018

TITLE: Consultant Agreement: W.O. 18-22 Leavens Reservoir Expansion and Zone 1 Improvements

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

The Mayor and City Council are asked to consider authorizing and executing a Contract for Professional Services with HDR Engineering, Inc. to provide engineering design for W.O. 18-22 Leavens Reservoir Expansion and Zone 1 Improvements. The project consists of engineering services for the preliminary evaluation, design, bidding and construction phases. The purpose of the project is to add additional water storage for the Zone 1 Pressure Zone and to provide piping modifications within the High Service Pump Station to the distribution main in Belknap Ave to improve reliability leaving the Water Treatment Plant. The Zone 1 potable water pressure zone is a critical zone which serves all of downtown, hospitals, several schools, and the university. The size, location, type and style for the new Zone 1 Reservoir will be determined in the preliminary evaluation. The selected alternative from the preliminary evaluation will be designed and constructed. The engineering design contract will be implemented in the following phases: Phase I – Preliminary evaluation (includes geotechnical investigations and survey), Phase II – Design, bidding and construction engineering services for the facilities selected during the preliminary evaluation. An amendment will be required for Phase II. HDR Engineering, Inc. was selected for this work based on City staff review of project proposals submitted by pre-qualified firms. Other firms submitting proposals were KLJ, and Brown and Caldwell. The phase I negotiated price will not exceed \$169,900.

ALTERNATIVES ANALYZED

The Council may:

- Approve the Contract for Professional Services with HDR Engineering, Inc.; or
- Do not approve the Contract for Professional Services with HDR Engineering, Inc. If the contract is not approved, design of additional storage and piping modifications for Zone 1 cannot be completed.

FINANCIAL IMPACT

Funding for this project is from water revenues and is included in the FY19 budget.

Project Budget	\$5,500,000
Previously Encumbered	\$0.00
This Contract	\$169,900
Budget Remaining	\$5,330,100

RECOMMENDATION

Staff recommends that the City Council authorize the Mayor to sign a contract for professional services with HDR Engineering, Inc., for W.O. 18-22 Leavens Reservoir Expansion and Zone 1 Improvements in an amount not to exceed \$169,900.00.

APPROVED BY CITY ADMINISTRATOR

Attachments

Consultant Agreement

Contract for Professional Architectural and Engineering Services
Project W.O. 18-22 Leavens Reservoir Expansion and Zone 1
Improvements

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

- Part I, consisting of 15 Sections of Special Provisions;
- Part II, consisting of 11 Sections of General Provisions;
- Appendix A consisting of 6 pages (Basic Services of Contractor);
- Appendix B consisting of 1 pages (Methods and Times of Payment);
- Appendix C consisting of 1 pages (Additional Services of Contractor);
- Appendix D consisting of 1 pages (Schedule of Professional Fees);
- Appendix E consisting of 1 pages (Project Schedule);
- Appendix F consisting of 21 pages (Certificate(s) of Insurance); and

PART I
SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

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

Section 2. Scope of Services.

- A. The Contractor shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.
- B. Billings shall pay the Contractor in accordance with Section 4.
- C. Billings shall not allow any claim for services other than those described in this Section. However, the Contractor may provide, at its own expense, any other services that are consistent with this Contract.

Section 3. Time for Performance.

- A. This Contract becomes effective when signed on behalf of Billings.
- B. The Contractor shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
- C. This Contract shall terminate at midnight on December 31, 2020.

Section 4. Compensation; Method of Payment.

- A. Subject to the Contractor's satisfactory performance, Billings shall pay the Contractor no more than One Hundred Sixty Nine Thousand Nine Hundred and no/100 dollars (\$169,900.00) in accordance with this Section and Appendix B.
- B. Each month, or at the conclusion of each phase of the Work for which payment is due, as negotiated on a per-task basis, the Contractor shall present a bill to the Administrator describing the Work for which it seeks payment and documenting expenses and fees to the satisfaction of the Administrator. If any payment is withheld because the Contractor's performance is unsatisfactory, the Administrator must, within ten (10) days of the payment denial, notify the Contractor of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why. Billings will pay Contractor within 30 days of receiving an acceptable invoice.
- C. The Contractor is not entitled to any compensation under this Contract, other than is expressly provided for in this Section.
- D. As a condition of payment, the Contractor shall have paid all City taxes currently due and owing by the Contractor.

Section 5. Termination of the Contractor's Services.

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

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

Section 6. Duties Upon Termination

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

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

Section 7. Insurance.

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

Section 8. Assignments.

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

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

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

Section 10. Notices.

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

Billings: Ken Ard, PE
City of Billings
Engineering Division
2224 Montana Avenue
Billings, MT 59101

FAX: (406) 237-6291

Contractor: Craig Habben, PE

HDR Engineering, Inc.
970 S 29th St W
Billings, MT 59102

FAX: (406) 652-2758

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

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

Section 13. Financial Management System.

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

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

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

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

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

PART II
GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

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

Section 3. Permits, Laws, and Taxes.

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

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

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

Contractor: Jared Harris, Amanda McInnis, or Authorized Signatory

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

The Contractor shall indemnify, defend, save, and hold Billings harmless from any and all claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and

expenses including reasonable attorneys' fees and costs, arising from any wrongful or negligent act, error or omission of the Contractor or any agent, employee or subcontractor as a result of the Contractor's or any subcontractor's performance pursuant to this Contract.

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

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

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

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

City of Billings

Contractor

City Council or Designee

Date: _____

Name: _____

Title: _____

Date: _____

ATTEST:

IRS Tax ID # _____

City Clerk

APPROVED AS TO FORM:

Date: _____

By _____

BRENT BROOKS, City Attorney

STATE OF MONTANA)
 :ss.
COUNTY OF YELLOWSTONE)

On this ____ day of _____, 2018, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the _____ of _____, and acknowledged to me that they executed the foregoing instrument on behalf of said corporation having first been authorized to do so.

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

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

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

Appendix A

Basic Services of Engineer City of Billings W.O. 18-22 Leavens Reservoir Expansion and Zone 1 Improvements

Section 1. Engineer's Rights and Duties.

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

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

Section 2. Billings Rights and Duties.

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

Section 3. Scope of Work.

The project consists of engineering services for the preliminary evaluation, design, bidding and construction phases for the City of Billings W.O. 18-22 – Leavens Reservoir Expansion and Zone 1 Improvements. The purpose of the project is to add additional water storage for the Zone 1 Pressure Zone and to provide a second discharge from the Zone 1 discharge header in the lower level of the High Service Pump Station (HSPS) to Zone 1 distribution in Belknap Avenue. The size, location, type and style for the new Zone 1 Reservoir will be determined in the preliminary evaluation. The selected alternative from the preliminary evaluation will be designed and constructed.

The program will be implemented in the following phases:

- Phase I – Preliminary evaluation
- Phase II – Design, bidding and construction engineering services for the facilities selected during the preliminary evaluation

The Phase I scope of work is summarized below. The work scope for Phase II of the project will be developed upon the completion of Phase I and presented in a subsequent contract amendment.

Phase I – Preliminary Evaluation:

- Determine location of new storage reservoir.
 - Evaluate the Leavens site and other sites near the Leavens site.
 - City to facilitate communication with Montana State University Billings (MSUB).
- Provide geotechnical evaluation of selected site.
- Provide survey of selected site.
- Determine reservoir type and size.
 - Evaluation will be limited to prestressed, post-tension and cast-in-place structures

- Provide constructable layout of each type
 - Provide cost estimate of each type
- Determine baffle wall or mixing provisions in new reservoir
- Evaluate and provide recommendations for means to upgrade existing reservoir piping
- Evaluate and provide recommendations for providing a connection from Zone 3 to Zone 1.
- Provide schematic and preliminary layout of all new and existing piping including piping/valving in Rimrock Road and Normal Avenue.
- Determine need for a permanent backup generator for pumps and other components at Leavens Pump Station.
- Provide pipe routing and recommended size of new Zone 1 line at HSPS.
- Determine other Zone 1 changes at Water Treatment Plant (WTP).
- Provide recommendations for pipe materials and valve types.
- Provide design report including alternatives analysis and recommendations.

Phase II – Design, Bidding, and Construction Engineering Scope:

(To be further defined and included upon the completion of Phase I)

- Final Design and Construction Documents
- Bidding Services
- Construction Services
- Operations and Maintenance Manual

DETAIL SCOPE OF SERVICES

The scope of services that will be utilized on the Billings Leavens Reservoir Expansion and Zone 1 Improvements project is presented in the summaries for Tasks 100 through 600. The scope of services is organized as follows:

<u>Task Series</u>	<u>Description</u>
100	Project Initiation, Coordination, and Management (Project Management for task series 300-600 to be added by amendment).
200	Preliminary Evaluation
300	Final Design and Construction Documents (<u>scope and fee to be added by amendment</u>)
400	Bidding Services (<u>scope and fee to be added by amendment</u>)
500	Construction Services (<u>scope and fee to be added by amendment</u>)
600	Operations & Maintenance Manual (<u>scope and fee to be added by amendment</u>)

TASK SERIES 100 – PROJECT INITIATION, COORDINATION, AND MANAGEMENT

101 – Project Initiation

The purpose of this task is to kick off the project externally and internally. A project management plan (PMP) and all the support paperwork will be developed for all team members to have available to understand the project, the project team, and the project requirements. The PMP is updated with significant changes in the project. The project

will be kicked off with the City with pertinent staff from the City and HDR to review the project components, schedule, and the process for completing the preliminary evaluation portion of the project.

Deliverables:

- Meeting with City, agenda and meeting minutes.
- Project Schedule

102 – Meetings with City Staff

During the preliminary evaluation phase of the project, key members of the Consultant design team will meet with the City staff to review the project. Meeting minutes will be prepared and distributed to all parties attending the meeting. During the preliminary evaluation or feasibility study, meetings will be held monthly with a review meeting at the completion of the draft study. Three (3) total meetings are planned for. Meetings to normally be held at the Water Treatment Plant Conference Room.

Deliverables:

- Agenda and meeting minutes for each meeting.

103 – Preliminary Evaluation Phase Project Management

As part of this task, the Engineer's Project Manager will lead coordination of the project team with the City as well as supervise the project team. Project Manager and Accountant will monitor project status, maintain project schedule, coordinate with resources including sub-consultants, and prepare financial documents.

Deliverables:

- Monthly Invoices

TASK SERIES 200 – PRELIMINARY EVALUATION

This task series will evaluate the various components associated with a new water storage facility, repair of existing reservoir components, and Zone 1 piping at the WTP. The tasks associated with the preliminary evaluation include the following:

201 – Reservoir Site Evaluation

Evaluate potential sites for the new water storage facility. Likely areas include MSUB land near the Leavens reservoir. City will facilitate communication with MSUB. Advantages and disadvantages of any selected sites will be developed and compared to the Leavens site.

Deliverable:

- Site alternatives evaluation and recommendations

202 – Geotechnical Evaluation and Survey

Based on selected site, provide six boreholes to determine subsurface conditions of the site. Additionally provide one borehole in Rimrock Road near the existing reservoir inlet/outlet, one borehole in Normal Avenue near the proposed tie-in and one borehole in Belknap Avenue near the proposed Zone 1 tie-in. Provide a ground survey of the selected site. Utilize City information and information from Chemical Building/Disinfection project for survey information at WTP site.

Deliverables:

- Geotechnical Report
- Electronic file of survey

203 – Preliminary Design of New Reservoir Options

Based on selected site, provide layouts of round prestressed or post-tension concrete reservoirs and a cast-in-place rectangle reservoir as well as associated components. Alternatives will be located on site based on constructability for each option. Components to include baffle wall or mixing, inlet/outlet piping, overflow, perimeter drain, reservoir drain and hatches. Detailed appurtenances such as instrumentation will be evaluated during the final design or Phase II.

Deliverable:

- Reservoir and associated components layout.

204 – Existing Reservoir and Components Improvements

Develop options for replacing inlet/outlet piping for the existing reservoir and reinstating the flow pattern around the baffle wall. Evaluate capacity of existing overflow and determine any improvements. Assess options for repairing or replacing existing reservoir drain and valving.

Deliverables:

- Recommendation of improvements for the existing reservoir and reservoir components

205 – Miscellaneous Leavens Improvements

Assess need for provisions for moving water from Zone 3 to Zone 1. Provide layout and cost estimate of components. Assess need for permanent backup power to allocate Zone 1 storage for Zone 3 storage. Determine pump(s) that would be utilized and size a proposed generator. Provide cost estimate.

Deliverables:

- Layout of components
- Cost estimates

206 – Preliminary Design of WTP Zone 1 Provisions

Layout new piping in HSPS and on the site to connect the discharge of the HSPS Zone 1 pumps to the pipeline in Belknap Avenue. Determine and layout any other provisions for Zone 1 on the WTP site and Belknap Avenue.

Deliverable:

- Zone 1 piping modification layouts

207 – Cost Estimates

Preliminary construction cost estimates will be developed for each of the proposed reservoir types as well as the other components of the overall project.

Deliverable:

- Cost estimates for each alternative

208 – Design Report

Develop design report that summarizes the findings from the previous tasks. The report will address all the criteria in DEQ Circular 1 related to finished water storage and distribution systems. Report to be completed as Task Series 300 progresses.

Deliverable:

- Draft and Final Design Report.

TASK SERIES 300 – 600

Scope details to be added by amendment.

Appendix B

Methods and Times of Payment City of Billings W.O. 18-22 Leavens Reservoir Expansion and Zone 1 Improvements

Section 1. Payments for Basic Services.

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

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

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

1. Project Initiation, Coordination and Management	\$13,800
2. Preliminary Evaluation	\$156,100
3. Final Design (to be added by amendment)	\$
4. Bidding Services (to be added by amendment)	\$
5. Construction Services (to be added by amendment)	\$
6. Operations & Maintenance (to be added by amendment)	\$
	<hr/>
	\$169,900

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

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

Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study shall be paid for based on a negotiated fee.

Section 3. Corrections.

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

Section 4. Fee Increases

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

Appendix C

Additional Services of Engineer City of Billings W.O. 18-22 Leavens Reservoir Expansion and Zone 1 Improvements

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

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

Appendix D

Schedule of Professional Fees City of Billings W.O. 18-22 Leavens Reservoir Expansion and Zone 1 Improvements

Not used on this Contract.

Appendix E

Project Schedule City of Billings W.O. 18-22 Leavens Reservoir Expansion and Zone 1 Improvements

Based on a notice to proceed by Billings dated no later than July 23, 2018, the completion date for the Engineer's work shall be:

- A. Preliminary Evaluation – October 2018
- B. Final Design – January 2019
- C. Bidding – February 2019
- D. Construction – April 2019 through June 2020

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

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

Based on the results of the Alternatives Analysis, Engineer will reassess remainder of project schedule and revise accordingly with City's concurrence.

Appendix F

Certificate(s) of Insurance City of Billings W.O. 18-22 Leavens Reservoir Expansion and Zone 1 Improvements

(Attach Certificate(s) of Insurance)

Regular City Council Meeting

Meeting Date: 07/23/2018

TITLE: Approval of Asbestos Abatement and Demolition Contract - 2305 9th Ave N - Safetech, Inc.

PRESENTED BY: Bruce McCandless, City Administrator

Department: City Hall Administration

Presentation: No

PROBLEM/ISSUE STATEMENT

The City Council is being asked to approve an abatement and demolition contract for City-owned property at 2305 9th Ave. N. The City acquired the property in late 2016 around the same time it acquired the property for the new 911 Center located across the alley from the subject property at 911 N. 24th St. The property at 2305 9th Ave. N. consists of 3 structures; an auto services shop building, a residence and a detached garage. All structures are un-occupied and the contractor for the new 911 Center is using the west side of the lot to stage construction materials and equipment. City Administration completed a pre-demolition asbestos and regulated building material survey in August 2017 (Terracon). The survey found asbestos containing materials and recommended these be abated prior to demolition of the structures.

In May 2018, City Administration directed the Planning and Community Services Department Director to solicit, review and recommend asbestos abatement and demolition contracts for the property. Given Code Enforcement's experience in property abatement and demolition, Zoning Coordinator/Code Enforcement Supervisor Nicole Cromwell managed the process and solicited bids from Safetech, Inc., Liberty Environmental, Environmental Contractors, Inc. and Schroeder Contracting with a bid deadline of June 28, 2018. The intent is to have the property cleared and leveled in time for the new 911 Center dedication in mid-September 2018. A bid from Safetech. Inc. to complete the project was received. The proposed contract is for \$59,934. This amount includes removal of the asbestos containing materials as recommended by Terracon, abandonment of all utility connections, removal of all structures, fencing, foundations and bringing in fill dirt to level the property.

ALTERNATIVES ANALYZED

City Council may:

- Approve the contract for services as proposed by Safetech, Inc.;
- Disapprove the contract for services and request staff to re-advertise the project for new bids. New bids will delay completion of the project beyond mid-September, the time frame for the new 911 Center dedication. There is no guarantee a more qualified bid, lower bids, or additional bids would be received.

FINANCIAL IMPACT

Approval of the contract for services will expend \$59,934 of general funds for the clearance of the property. However, this investment will:

- Make the property safer and prepare it for future development by the City or for future sale.
- Reduce the City's liability by removing decaying and un-occupied structures containing asbestos materials and other potentially harmful materials.
- Reduce the cost of regular maintenance and monitoring of the property.

RECOMMENDATION

Staff recommends the City Council approve the contract for services with Safetech, Inc. to abate asbestos at 2305 9th Ave. N. demolish the structures and complete the cleanup of the property.

APPROVED BY CITY ADMINISTRATOR

Attachments

Map and Photo



2305 9th Ave N Subject Property

2305 9th Ave N



Regular City Council Meeting

Meeting Date: 07/23/2018

TITLE: Purchase Ruggedized Laptop Mobile Computers for Police Patrol

PRESENTED BY: Rich St. John, Police Chief

Department: Police

Presentation: No

PROBLEM/ISSUE STATEMENT

The Police Department has utilized mobile laptop computers in all of their vehicles for over 12 years. Today's officer relies on fast access to criminal records, warrants, vehicle/registration information, jail photos, dispatch information, and other real-time data to do their jobs effectively and to keep both themselves and citizens safe. The current mobile laptops are 6 years old, struggle to meet the demands of the applications they run, operate on an older operating system that will soon be end-of-life, and no longer are covered by a manufacturer warranty. The new ruggedized mobile laptops are designed to specifically meet the rigors of a mission critical public safety environment, are quoted with 5 years of warranty support, and are configured with adequate resources to meet the demands of the mobile applications that our officers depend on. In addition to the laptop, the quote includes 76 new docks and in-car power supplies that will replace docks that are over 10 years old. The Billings Police Department often purchases on state cooperative contracts which are competitively bid therefore, the Department did not invite bids for this purchase.

ALTERNATIVES ANALYZED

City Council may:

- Approve purchasing Panasonic ruggedized laptop mobile computers, accessories, and 5-year warranty for \$388,180, or;
- Disapprove the purchase and provide guidance to staff.

FINANCIAL IMPACT

The total cost of the Panasonic ruggedized laptop mobile computers, accessories, and 5-year warranty is \$388,180. This was a Supplemental Budget Request (SBR) that was approved in the FY 2019 budget and will be paid with funds in the Public Safety Equipment Replacement Fund.

RECOMMENDATION

Staff recommends that the City Council approve the purchase of seventy-six (76) new Panasonic ruggedized laptop mobile computers, accessories, and 5-year warranty through Insight Public Sector on State of Montana/NASPO contract #MNWNC-124.

APPROVED BY CITY ADMINISTRATOR

Attachments

State Contract
State Authorized Reseller



COOPERATIVE PURCHASING PROGRAM COMPUTER EQUIPMENT
Lead by the State of Minnesota

Master Agreement #: MNWNC-124

Contractor: **PANASONIC SYSTEM COMMUNICATIONS
COMPANY OF NORTH AMERICA, DIVISION OF PANASONIC
CORPORATION OF NORTH AMERICA**

Participating Entity: **STATE OF MONTANA**

Master Agreement Terms and Conditions:

1. Scope: This addendum covers additional terms applicable to the Cooperative Purchasing Program Computer Equipment by the State of Minnesota, for use by Montana State agencies and approved Montana Cooperative Purchasing Organizations.
2. State of Montana Administrative Fee: The State of Montana assesses an Administrative Fee of one and one-half percent (1.50%) for all net sales (sales less credits and returns) made under this PA. The prices paid to Contractor must include the 1.5% Administrative Fee. The Contractor shall remit this Administrative Fee concurrent with the Required Usage Reporting described below. The Administrative Fee must be submitted by ACH along with email notification to the State of Montana Contracts Officer. This Administrative Fee is effective April 1, 2017.
3. Required Reporting: Contractor shall submit quarterly reports to the Contracts Officer (CO) assigned by the State to manage this contract. Contractor shall provide CO with an electronic usage report (Excel), which must list the following information at the minimum: purchasing entity; description of items purchased; date of purchase; contract price; and the extended price for each transaction. These reports are due no more than 30 days after the end of the quarter.

First Quarter:	July 1 through September 30
Second Quarter:	October 1 through December 31
Third Quarter:	January 1 through March 31
Fourth Quarter:	April 1 through June 30

4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

NASPO ValuePoint
**PARTICIPATING ADDENDUM
AMENDMENT #1**



COOPERATIVE PURCHASING PROGRAM COMPUTER EQUIPMENT
Lead by the State of Minnesota

Contractor

Name:	Michelle Chapin
Address:	Two Riverfront Plaza, Newark, NJ 07102
Telephone:	973-303-7787
Fax:	
Email:	NASPO@us.panasonic.com

Participating Entity



Name:	Steven Haynes
Address:	125 North Roberts Street. Room 165, Helena, MT 59620
Telephone:	406-444-2516
Fax:	406-444-2529
Email:	shaynes@mt.gov

NASPO ValuePoint
**PARTICIPATING ADDENDUM
 AMENDMENT #1**



COOPERATIVE PURCHASING PROGRAM COMPUTER EQUIPMENT
 Lead by the State of Minnesota

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of Montana: Department of Administration	Contractor: Panasonic System Communications Company of North America, Division of Panasonic Corporation of North America
Signature: 	Signature: 
Name: Cheryl Grey	Name: Regina Tokar
Title: SFSD Administrator	Title: Vice President
Date: 12.4.17	Date: 3/31/17

[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and posting in appropriate data bases.]

State of Montana - NASPO Computer Hardware - Panasonic Agent

Basic Contract Information

Contract Number:	MNWNC-124		
SAP Contract Number:	1510001095		
Contract Overview:	IPS has been named as an authorized reseller on Panasonic's NASPO ValuePoint Computer Hardware contract in Montana.		
Original Start Date:	2/5/2016	Current End Date:	3/31/2020
Contract Fee Information:	No state fee; 1.5% NASPO-VP monthly fee to Synnex due by the 10th. Send to Synnex, c/o Heather Hunter, 39 Pelham Ridge Dr., Greenville, SC 29615.		

Regular City Council Meeting

Meeting Date: 07/23/2018

TITLE: Acceptance of Sidewalk and Drainage Easements for Lots 9, 10, 11, 12, and 13, Block 3 Ironwood Estates Subdivision 5th Filing

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

Sidewalk and storm drainage easements need to be granted to the City from the developer of Ironwood Estates Subdivision, 5th Filing. The sidewalk will be moved further into the properties than originally designed along Lots 9, 10, 11, 12, and 13, Block 3. The sidewalk was moved back in order to install a larger swale in front of the properties for storm drainage. An easement must be granted to the City for the sidewalk to remain public. The storm drain then outfalls between lots 9 and 10 to a pond within the subdivision. The public storm drain main installed between lots 9 and 10, Block 3 requires an easement. These easements will allow the City to maintain the outfall and sidewalk in the future. Attached are copies of the easements along with exhibits.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the sidewalk and storm drain easements.
- Do not approve the sidewalk and storm drain easements. The outfall has already been constructed so if the easement is not accepted, the developer would need to reconstruct the storm drainage facilities.

FINANCIAL IMPACT

There is no significant financial impact with acceptance of these easements.

RECOMMENDATION

Staff recommends that Council accept the drainage easements for Lots 9 and 10, Block 3, Ironwood Estates Subdivision, 5th Filing, and the sidewalk easements along Lots 9, 10, 11, 12, and 13, Block 3, Ironwood Estates Subdivision, 5th Filing.

APPROVED BY CITY ADMINISTRATOR

Attachments

Ironwood 5th Lots 9-13 Easement
Ironwood 5th Lots 9-10 Easement

Return to:
City of Billings
210 N. 27th St.
Billings, MT 59101
Attn: City Clerk

DECLARATION OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged on this _____ day of _____, 20____, the undersigned, REGAL LAND DEVELOPMENT, INC., hereinafter called "Grantor", hereby grants and conveys unto THE CITY OF BILLINGS, a municipal corporation and political subdivision of the State of Montana, of the address of City Hall, Billings, Montana 59101, hereinafter called "Grantee", an easement over, across, under and through certain real property situated in the SE¼ of Section 24, T. 1 N., R. 24 E., & the SW¼ of Section 19, T. 1 N., R. 25 E., P.M.M., in the City of Billings, Yellowstone County, Montana; said easement being more particularly described as follows:

WITNESSETH THAT GRANTOR does hereby grant, sell, and convey unto the **GRANTEE**, perpetual easement and right-of-way to construct, reconstruct, maintain, operate, repair and improve necessary fixtures and appurtenances for sidewalk, accessibility ramps, and fire hydrants over, across, under, and through the real property more particularly described as follows:

An easement 10.00 feet in width across portions of Lots 9, 10, 11, 12, and 13 of Block 3, Ironwood Estates Subdivision, Fifth Filing, according to the official plat on file and of record in the office of the Clerk and Recorder of said County, under Document No. 3635916; said easement being adjacent to the Canyonwoods Drive right-of-way fronting said lots; said easement also being as shown on Exhibit A, attached hereto and made a part hereof by reference.

Grantor shall continue to have the right to use and enjoy the above-described property, except as to the rights herein granted, subject to the following restrictions:

1. Grantor and its successor agrees not to construct, nor cause to be constructed, within the easement, any type of building or structure, such as, but not limited to, houses, garages, sheds, kennels, fences, nor any other fixed objects of any kind, shape or form, except as many be licensed by Grantee.

2. Grantor agrees not to plant, nor cause to be planted within the easement any trees, bushes, shrubs, hedges nor any other plantings of a similar nature, except as may be licensed by Grantee.
3. Grantor agree that authorized representatives of the City of Billings can freely travel within the easement with their equipment in the performance of their duties at any time, day or night, regardless of outside weather conditions.
4. Grantor agree to obtain the permission of the Public Works Department or Grantee prior to placing or removing any fill dirt within the easement and, in addition, in the event such permission is granted, the Grantor agrees to perform any work necessary to modify the existing sidewalk and appurtenances, which work may be required prior to placing or removing any fill dirt within the easement and all such work shall be done at the Grantor's expense and without expense to the City.

5. HOLD HARMLESS AGREEMENT:

- Grantor agrees that the owner or owners of the above described property shall at all times fully relieve and save harmless the City of Billings and its authorized representatives for any and all damages of property that may be caused within said easement, such as, but not limited to, ruts or deep tracks in lawns, gardens, or flower beds, broken or crushed shrubs, bushes, hedges, trees or any other type of plantings; crushed, cracked split or otherwise damaged, irrigation piping and appurtenances; and, any other damage to any other type of object, material or equipment located within the easement which cannot, with a minimum of human effort and within a few minutes time period, be removed from easement by authorized representatives of the City of Billings in exercise of any of their rights under this easement.
 - Grantor agrees that the owner of the above described real property shall reimburse the City of Billings for any and all damage claims paid by the City for damages of any type or nature to any and all persons and entities in the event such damage results from or was caused to happen by such owner's failure to comply with any portion of the rights, restrictions, obligations or responsibilities contained in this agreement.
7. The restrictions, Covenants and Hold Harmless Agreements herein contained shall attach to and run with the land and shall bind the parties hereto and all persons claiming thereunder.

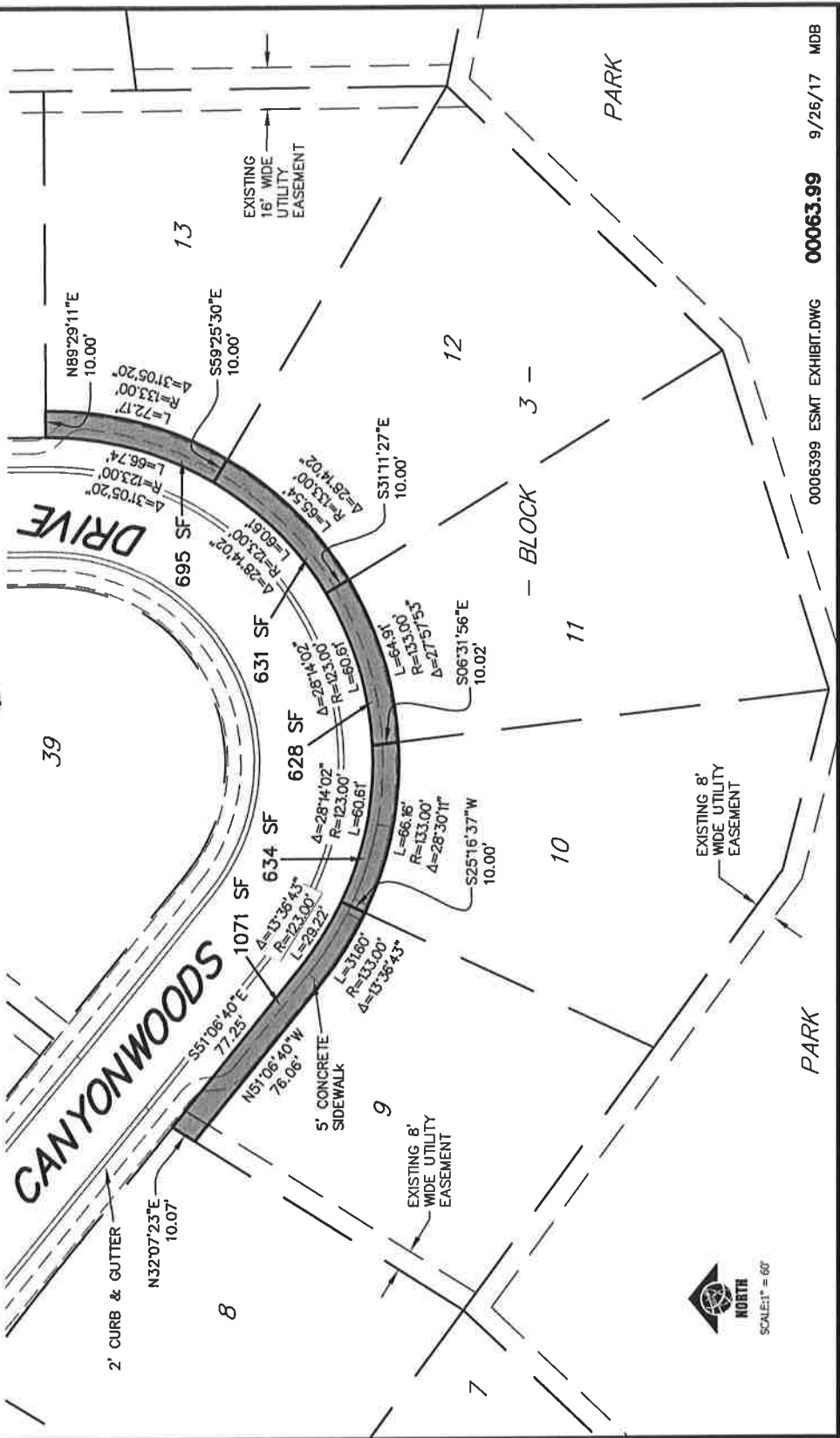
Grantor warrants and covenants that there are no liens or other encumbrances on the described tract or tracts.

EXHIBIT A

10-FOOT WIDE SIDEWALK EASEMENT WITHIN LOTS 9, 10, 11, 12, & 13,
BLOCK 3, IRONWOOD ESTATES SUBDIVISION, FIFTH FILING

PREPARED FOR : REGAL LAND DEVELOPMENT, INC.
PREPARED BY : SANDERSON STEWART

SEPTEMBER, 2017
BILLINGS, MONTANA



Return to:
City of Billings
210 N. 27th St.
Billings, MT 59101
Attn: City Clerk

DECLARATION OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged on this _____ day of _____, 20____, the undersigned, REGAL LAND DEVELOPMENT, INC., hereinafter called "Grantor", hereby grants and conveys unto THE CITY OF BILLINGS, a municipal corporation and political subdivision of the State of Montana, of the address of City Hall, Billings, Montana 59101, hereinafter called "Grantee", an easement over, across, under and through certain real property situated in the SE $\frac{1}{4}$ of Section 24, T. 1 N., R. 24 E., & the SW $\frac{1}{4}$ of Section 19, T. 1 N., R. 25 E., P.M.M., in the City of Billings, Yellowstone County, Montana; said easement being more particularly described as follows:

An easement 20.00 feet in width across portions of Lots 9 and 10 of Block 3, Ironwood Estates Subdivision, Fifth Filing, according to the official plat on file and of record in the office of the Clerk and Recorder of said County, under Document No. 3635916; said easement being the easterly 10 feet of said Lot 9 and the westerly 10 feet of said Lot 10; said easement also being as shown on Exhibit A, attached hereto and made a part hereof by reference.

This easement to Grantee is for the purposes of constructing, operating, maintaining, repairing, improving, replacing, and using a storm water drainage facility and any necessary fixtures and appurtenances across, over, and through said real property, together with the right of free ingress and egress for said purposes.

Grantor shall continue to have the right to use and enjoy the above-described property, except as to the rights herein granted, subject to the following restrictions:

1. Grantor and its successor agrees not to construct, nor cause to be constructed, within the easement, any type of building or structure, such as, but not limited to, houses, garages, sheds, kennels, fences, nor any other fixed objects of any kind, shape or form, except as many be licensed by Grantee.
2. Grantor agrees not to plant, nor cause to be planted within the easement any trees, bushes, shrubs, hedges nor any other plantings of a similar nature, except as may be licensed by Grantee.

3. Grantor agree that authorized representatives of the City of Billings can freely travel within the easement with their equipment in the performance of their duties at any time, day or night, regardless of outside weather conditions.
4. Grantor agree to obtain the permission of the Public Works Department or Grantee prior to placing or removing any fill dirt within the easement and, in addition, in the event such permission is granted, the Grantor agrees to perform any work necessary to modify the existing sidewalk and appurtenances, which work may be required prior to placing or removing any fill dirt within the easement and all such work shall be done at the Grantor's expense and without expense to the City.
5. HOLD HARMLESS AGREEMENT:
 - Grantor agrees that the owner or owners of the above described property shall at all times fully relieve and save harmless the City of Billings and its authorized representatives for any and all damages of property that may be caused within said easement, such as, but not limited to, ruts or deep tracks in lawns, gardens, or flower beds, broken or crushed shrubs, bushes, hedges, trees or any other type of plantings; crushed, cracked split or otherwise damaged, irrigation piping and appurtenances; and, any other damage to any other type of object, material or equipment located within the easement which cannot, with a minimum of human effort and within a few minutes time period, be removed from easement by authorized representatives of the City of Billings in exercise of any of their rights under this easement.
 - Grantor agrees that the owner of the above described real property shall reimburse the City of Billings for any and all damage claims paid by the City for damages of any type or nature to any and all persons and entities in the event such damage results from or was caused to happen by such owner's failure to comply with any portion of the rights, restrictions, obligations or responsibilities contained in this agreement.
7. The restrictions, Covenants and Hold Harmless Agreements herein contained shall attach to and run with the land and shall bind the parties hereto and all persons claiming thereunder.

Grantor warrants and covenants that there are no liens or other encumbrances on the described tract or tracts.

REGAL LAND DEVELOPMENT, INC.

By: _____ Title: _____

STATE OF MONTANA)
 :SS
County of Yellowstone)

On this ____ day of _____, 20____, before me, the undersigned Notary Public for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as _____ of REGAL LAND DEVELOPMENT, INC., and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

Notary Public in and for the State of Montana

EXHIBIT A

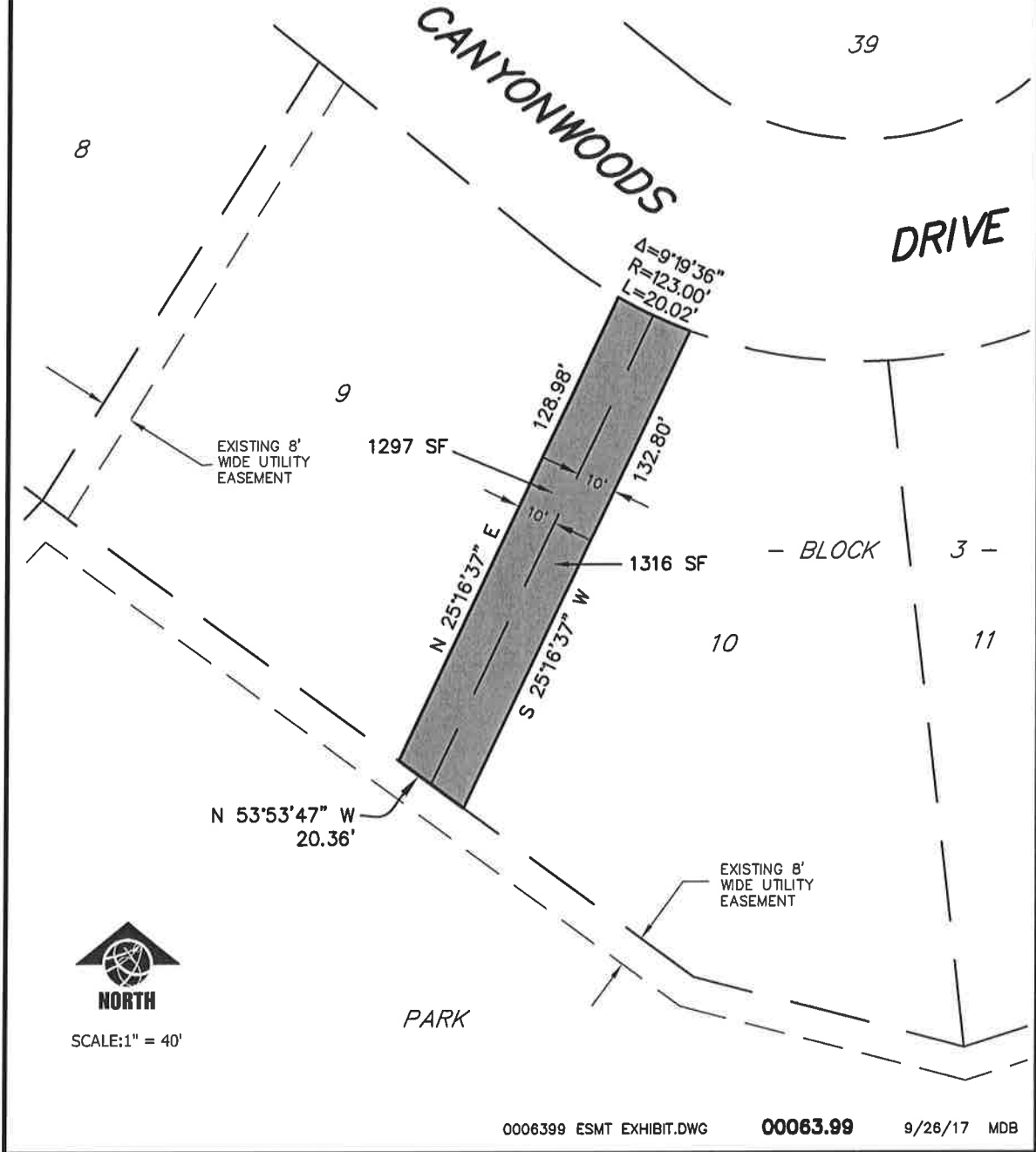
20-FOOT WIDE STORM WATER DRAINAGE EASEMENT WITHIN LOTS 9 & 10, BLOCK 3, IRONWOOD ESTATES SUBDIVISION, FIFTH FILING

PREPARED FOR : REGAL LAND DEVELOPMENT, INC.

SEPTEMBER, 2017

PREPARED BY : SANDERSON STEWART 

BILLINGS, MONTANA



Regular City Council Meeting

Meeting Date: 07/23/2018

TITLE: Donation for beer service room at Dehler Park from the Billings Mustangs

PRESENTED BY: Mike Whitaker, Parks, Recreation & Public Lands Director

Department: Parks/Rec/Public Lands

Presentation: No

PROBLEM/ISSUE STATEMENT

The Billings Parks and Recreation Department is working with the Billings Mustangs to remodel 3 rooms at Dehler Park to provide additional vending capabilities. The total cost of this project is \$79,030. One of the rooms to be remodeled will be used as an additional beer service point of sale. The Billings Mustangs has donated \$19,680 to fund this portion of the remodeling project. The remaining funds (\$59,350) will come from the City of Billings Ballpark Permanent Fund. City Council policy is that it must approve and accept all donations of over \$500.

ALTERNATIVES ANALYZED

City Council may:

- Accept the donation, or;
- Not accept the donation. If council does not accept the donation, the City Ballpark Permanent Fund will need to pay the balance of the improvement cost, the concession area won't be completed or the project will be canceled for this year and may be reconsidered next year.

FINANCIAL IMPACT

With this donation the City cost will be reduced by \$19,680.

RECOMMENDATION

Staff recommends that the City Council accept this donation of \$19,860 from the Billings Mustangs.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 07/23/2018

TITLE: Amendment of Resolution 06-10523, Adopting a City-Wide Purchasing Policy

PRESENTED BY: Andy Zoeller, Finance Director

Department: City Hall Administration

Presentation: No

PROBLEM/ISSUE STATEMENT

Due to the increasing costs of materials, labor and product acquisitions, staff has witnessed a growing number of projects requiring bids and, correspondingly, an extended time frame to contract award.

In 2013, Montana Code Annotated, Section 7-5-2301, was amended to increase the dollar amount above which sealed bids are required from \$50,000 to \$80,000.

In February of 2016, staff presented a new Purchasing Policy to City Council, along with the procedures to then be adopted by Administrative Order. At that same time, members of Council had asked staff to review existing resolutions and code to see if the City Administrator, rather than the City Council, would be able to approve small change orders and contract amendments. Staff determined that increasing the bid threshold and the City Administrator's signing authority to \$80,000 and adding "amendments and change orders," to the previously adopted Resolution would effectively accomplish this task. In 2016, a new Policy statement and Procedures were adopted, but Council chose to disapprove the increase in bid threshold and City Administrator signing authority.

The City Administrator recently informed the City Council that staff work forward the changes outlined above. These changes will also be made in the Purchasing Procedures, which will concurrently be adopted by Administrative Order.

Additionally, the State's threshold for issuing Requests for Proposals for consultant, professional services, software agreements, etc. is set at \$25,000. The State's threshold for issuing Requests for Proposals for contracts for architectural, engineering and land surveying services is set at \$50,000. The new Purchasing Procedures propose the City increase the RFP amounts to match the State's guidelines.

Minor grammatical and language changes are also proposed for clarification.

ALTERNATIVES ANALYZED

City Council may:

Approve the amended resolution; or

Disapprove the amended resolution, and continue to receive smaller contracts, amendments and change orders being presented to City Council for approval.

FINANCIAL IMPACT

Competing more projects via written quote, rather than invitations for bids, will maintain competition and likely result in reduced overall costs for the City. The RFP process can take several weeks and many hours of staff work, which are unwarranted for small dollar professional service contracts.

RECOMMENDATION

Staff recommends that the City Council approve the attached resolution approving the new Purchasing Policy. The changes will be made in the Purchasing Procedures, which will concurrently be adopted by Administrative Order.

APPROVED BY CITY ADMINISTRATOR

Attachments

MCA 7-5-2301

MCA 18-8-212

Resolution No. 16-10523 Adopting a Purchasing Policy

Resolution No. 18____ 2018 Purchasing Policy

2018 Purchasing Procedures

Montana Code Annotated 2015

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7-5-2301. Competitive, advertised bidding required for certain large purchases or construction contracts. (1) Except as provided in [7-5-2304](#) and Title 18, chapter 2, part 5, a contract for the purchase of any vehicle, road machinery or other machinery, apparatus, appliances, equipment, or materials or supplies or for construction, repair, or maintenance in excess of \$80,000 may not be entered into by a county governing body without first publishing a notice calling for bids.

(2) The notice must be published as provided in [7-1-2121](#).

(3) Subject to [7-5-2309](#) and except as provided in Title 18, chapter 2, part 5, every contract subject to bidding must be let to the lowest responsible bidder.

History: En. Sec. 1, Ch. 8, L. 1933; amd. Sec. 1, Ch. 87, L. 1935; re-en. Sec. 4605.1, R.C.M. 1935; amd. Sec. 1, Ch. 42, L. 1941; amd. Sec. 1, Ch. 128, L. 1951; amd. Sec. 1, Ch. 25, L. 1963; amd. Sec. 1, Ch. 331, L. 1969; amd. Sec. 1, Ch. 127, L. 1973; amd. Sec. 1, Ch. 55, L. 1975; R.C.M. 1947, 16-1803(part); amd. Sec. 1, Ch. 134, L. 1981; amd. Sec. 6, Ch. 349, L. 1985; amd. Sec. 1, Ch. 98, L. 1991; amd. Sec. 1, Ch. 203, L. 1997; amd. Sec. 1, Ch. 239, L. 1999; amd. Sec. 2, Ch. 252, L. 1999; amd. Sec. 1, Ch. 523, L. 2003; amd. Sec. 4, Ch. 574, L. 2005; amd. Sec. 1, Ch. 110, L. 2013.

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5. 18-8-212 Exception

Montana Code Annotated 2017

TITLE 18. PUBLIC CONTRACTS

CHAPTER 8. PROCUREMENT OF SERVICES

Part 2. Architectural, Engineering, and Land Surveying Services

Exception

18-8-212. Exception. (1) All agencies securing architectural, engineering, and land surveying services for projects for which the fees are estimated not to exceed \$50,000 may contract for those professional services by direct negotiation.

(2) Except as provided in [18-8-204](#)(3), an agency may not separate service contracts or split or break projects for the purpose of circumventing the provisions of this part.

History: En. Sec. 7, Ch. 51, L. 1987; amd. Sec. 3, Ch. 22, L. 1993; amd. Sec. 7, Ch. 518, L. 1993; amd. Sec. 1, Ch. 162, L. 2003; amd. Sec. 2, Ch. 308, L. 2017.

Created by 

RESOLUTION NO. 16-10523

A RESOLUTION OF THE BILLINGS, MONTANA CITY
COUNCIL ADOPTING A CITY-WIDE PURCHASING
POLICY

WHEREAS, the City of Billings Purchasing Policy was officially adopted in 2006; and

WHEREAS, the City purchases a substantial amount of goods and services each year through its various departments and agencies; and

WHEREAS, state law requirements regarding municipal contracts have changed since 2006; and

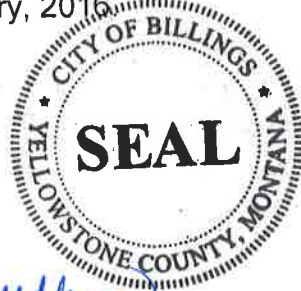
WHEREAS, the City of Billings has a Purchasing Policy, as well as a procedures manual outlining the various methods of appropriate procurement practices used by the City of Billings in order to provide for an efficient and equitable system of public purchasing by the City; to obtain the maximum purchasing value of public funds in procurement by the City, and to provide for a procurement system of quality and integrity; and

WHEREAS, the *2016 City of Billings Purchasing Procedure* is being adopted contemporaneously by Administrative Order.

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

That the City of Billings hereby adopts the *2016 City of Billings Purchasing Policy* which is set forth in Attachment 'A'. All prior versions of the City of Billings Purchasing Policies are repealed, revoked and superseded thereby.

APPROVED AND PASSED by the City Council of the City of Billings, this 22nd day of February, 2016.



CITY OF BILLINGS:

BY: Thomas W. Hanel
Thomas W. Hanel, Mayor

ATTEST:

BY: Billie Guenther
Billie Guenther, City Clerk

Introduction

In order to provide an efficient purchasing program built on excellence and expertise it is important that all personnel (Citywide) function as a team with cooperation as the essential element. Those individuals whose duties require them to become a part of the purchasing cycle must be completely acquainted with the program and have a clear definition and understanding of its purposes, insofar as it applies to the procurement of materials, supplies, equipment and professional services at the lowest possible cost consistent with the quality needed for the operation of municipal departments.

Policy Summary

The City of Billings Purchasing Policy establishes an efficient, fiscally responsible, centralized purchasing system, a program, which will effectively provide day-to-day service and support citywide. This policy recognizes and addresses the importance of the overall support mission and the need for maximizing and enhancing whenever possible, the value of each tax dollar expended.

The City of Billings requires departments, divisions, units and City personnel to cooperate fully in their adherence to policy and procedure related to the Purchasing Policy and Procedures as adopted by the City Council and/or the City Administrator.

Personnel Behavior according to Purchasing Policy

1. City of Billings personnel will govern themselves in a manner that is consistent with the Code of Ethics, City Codes and Resolutions.
2. The Purchasing Policy and accompanying procedures are created to promote and cultivate at all personnel levels within the City of Billings goodwill and good business relationships with vendors in order to establish equity and protect the public interest in such a way that enhances the City's reputation for impartiality, courtesy, ethical deportment, service, and economy.
3. The Purchasing Policy and accompanying procedures assure that all purchases receive the benefit of competition to the maximum extent practicable, through the use of formal sealed bids, quotes, proposals, cost verification methods, and other recognized and professionally acceptable methods of procurement that accrues positive benefit to the City of Billings.

I. Purpose

This policy establishes efficient procedures and guidelines shall be created and maintained to aid each department of the City of Billings in monitoring its own compliance and commitment to authorizing, approving and processing expenditures.

II. Scope

- II.1. This policy supersedes all previous City of Billings purchasing policies. If future policies conflict with or supersede parts of this policy, the remaining sections of the policy will stay in effect.
- II.2. The policy and accompanying procedures apply to all City of Billings departments and divisions. It applies to ALL types of expenditures.
- II.3. Public procurement functions essentially share primary fundamental goals such as obtaining maximum value for each tax dollar expended and establishing systematic, consistent and fiscally responsible accountability and control over all purchases.
- II.4. The City of Billings Finance Department is responsible for maintaining overall control and implementation of the policy and accompanying procedures.
- II.5. The City Council approves the Purchasing Policy and the City Administrator establishes the Purchasing Procedures of the City of Billings through Administrative Order.

III. Policy Statement

- III.1. It is the policy of the City of Billings to obtain maximum value for each tax dollar expended in the purchase of goods and services, and to establish systematic, consistent and fiscally responsible accountability and control over all City purchases.
- III.2. This policy and accompanying procedures apply to all activities, including the City's State and Federally-funded programs or grants and other entities under the authority of the City Administrator and/or City Council. It includes but is not limited to the acquisition of:
 - Equipment
 - Merchandise
 - Materials
 - Professional services
 - Other services
 - Construction contracts
- III.3. This policy and accompanying procedures are in compliance with all Federal and State laws as they may apply.

- III.4. Those who fail to comply with this policy and accompanying procedures may be subject to disciplinary action.
- III.5. This policy will be used in conjunction with the policies in place for the Capitalization Policy/CIP, the Equipment Replacement Plan (ERP), and the Technology Replacement Plan (TRP).
- III.6. Upon adoption of this policy, the City Council authorizes the City Administrator to establish any procedures and standards necessary for implementation.
- III.7. The City Administrator will review this policy at least every two years and make recommendations for changes to the City Council.

RESOLUTION NO. 18- _____

A RESOLUTION OF THE BILLINGS, MONTANA CITY
COUNCIL ADOPTING A CITY-WIDE PURCHASING POLICY

WHEREAS, the City of Billings purchases a substantial amount of goods and services each year through its various departments and agencies; and

WHEREAS, state law requirements regarding municipal contracts have changed since the adoption of Resolution 16-10523; and,

WHEREAS, the City needs to adopt a Purchasing Policy in order to update the City purchasing procedures manual outlining the various methods of appropriate procurement practices used by the City in order to provide for an efficient and equitable system of public purchasing by the City; to obtain the maximum purchasing value of public funds in procurement by the City, and to provide for a procurement system of quality and integrity; and

WHEREAS, the *2018 City of Billings Purchasing Procedures* is being adopted contemporaneously by Administrative Order.

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

That the City of Billings hereby adopts the *2018 City of Billings Purchasing Policy and Procedures* which is set forth in Attachment 'A'. All prior versions of the City of Billings Purchasing Policies are repealed, revoked and superseded thereby.

APPROVED AND PASSED by the City Council of the City of Billings, this ____ day of _____, 2018.

THE CITY OF BILLINGS:

BY: _____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK



CITY OF BILLINGS PURCHASING PROCEDURES

July 2018

**All forms, template documents, etc. are located on the Server
at \\lt-w3k07\all users\Purchasing**



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All forms, template documents, etc. are located on the Server at \\It-w3k07\all users\Purchasing



A. ROLES OF PURCHASING

A.1 DEPARTMENTAL STAFF is responsible for drafting specifications with assistance from the Purchasing Agent, for all items where the City is required to provide an opportunity for competition, including construction and professional services.

A.2 THE PURCHASING AGENT is responsible for the review and proper processing of all procurement acquisitions made by the City. Additionally, the Purchasing Agent will:

A.2.1 As needed, purchase or assist in the purchases of all materials, supplies and services needed by any user department;

A.2.2 Discourage uniform bidding (prearranged bid rigging) and endeavor to obtain as full and open competition as possible on all purchases and sales;

A.2.3 Continually appraise developments in the field of purchasing: prices, market conditions and new products to utilize the benefits of research done in the field of purchasing by other governmental jurisdictions, national technical societies and trade associations having national recognition and by private businesses and organizations;

A.2.4 Standardize and achieve volume procurement using collective buying, City warehousing, lead purchaser or other concepts, which produce the lowest price possible to the City for the quality of goods or services required;

A.2.5 Prescribe and maintain such forms as he/she shall find reasonable and necessary;

A.2.6 Explore possibilities of buying in bulk so as to take full advantage of discounts;

A.2.7 Join with other governmental units and agencies in cooperative purchasing plans when the best interests of the City would be served;



The State of Montana maintains a list of term contracts in which a source or sources of supply are established for a specific period of time at a predetermined price. City staff may utilize any of the term contracts listed by the State of Montana agencies as a cooperative purchaser. The list is maintained at <http://svc.mt.gov/gsd/apps/termcontractdefault.aspx>. City staff may utilize term contracts listed by the State without further competition.

- A.2.8 Advise and assist the Finance Director and Administrative Services in the formulations and recommendations of policies and procedures in connection with the purchasing activities of the City;
- A.2.9 Manage and maintain the Purchasing Card program;
- A.2.10 Assist departments and divisions in the coordination, solicitation and award of all quotes, bids, RFPs and otherwise;
- A.2.11 Maintain a list of all vendors who have expressed an interest in selling to the City of Billings. It will be the responsibility of the departmental author to assure all interested parties will be contacted;
- A.2.12 Review purchase orders and invoices for compliance with the City of Billings Purchasing Policy and Procedures;
- A.2.13 Perform such other duties as may be required by the Finance Director.



B. PURCHASING PROCEDURES

B.1 PROCEDURES: the following procedures outline the Purchasing Process and define the involvement of Purchasing.

B.1.1 Purchases of \$99.99 and under, the preferred method is petty cash or purchasing card, but invoices may be processed, if necessary.

B.1.2 Purchases of \$100 to \$4,999.99 do not require price quotes or bids and the Purchasing Agent need not be involved. These purchases may be made through:

- Purchasing Card (up to \$2,500)
- Purchase Order or Invoice

B.1.3 Purchases from \$5,000 to \$79,999.99 requires three (3) written quotes. The lowest responsible bidder will be selected. Depending on the complexity of the project or quote requested, the Purchasing Agent may be involved. The responsible department shall complete and sign a Quote Form and attach the written quotes. The quote packet will then be attached to the contract, invoice or Purchase Order. Catalog prices are acceptable when local vendors cannot be found.

NOTE: The lowest quote does not have to be accepted if it is documented that a specific supplier in the past has been a poor performer or has provided sub-standard goods. Documentation must be presented to and reviewed by the Purchasing Agent and Legal Department to determine whether or not a supplier will be excluded from competition. The City Administrator must approve this stated special circumstance upon signing of the contract.

B.1.4 Contracts for miscellaneous professional and consultant services, as well as software, etc. for \$24,999.99 and above require a Request for Proposal (RFP), the involvement of the Purchasing Agent is optional and legal advertising is mandatory. A selection committee is also required.

Exception: pursuant to MCA Title 18, Chapter 8, contracts for architectural, engineering and land survey services for projects for



which the fees are estimated not to exceed \$50,000 may contract for those professional services by direct negotiation.

B.1.5 Purchases for any automobile, truck, other vehicle, road machinery, other machinery, apparatus, appliances, equipment, materials or supplies, or for construction, repair or maintenance in excess of \$79,999.99, requires a competitive, sealed bid process (State Law MCA Title 7, Chapter 5). Purchasing Agent involvement is optional and a legal advertisement is mandatory. There are two additional guidelines that may apply to sealed bids:

B.2 PERFORMANCE, PAYMENT AND/OR LABOR AND MATERIALS BONDS - The bidder may be required to furnish an approved Performance Bond, Labor and Materials Bond, or Payment Bond in the amount of one hundred percent (100%) of the contract amount, conditioned to the effect that the contractor shall faithfully perform the terms and conditions of the contract and shall indemnify the City from the negligent acts of the contractor, his or her agents or servants in their performances of the terms and conditions of the contract, and shall pay all proper claims of subcontractors and suppliers. Construction contracts generally require additional bonds, but all other contracts shall be discussed with the Purchasing Agent to determine if necessary.

B.3 INSURANCE - If the contract requires work to be completed for the City by a contractor, the City of Billings must require that the successful contractor maintain in full force and effect a Workers' Compensation Insurance Policy on its employees and Comprehensive General Liability Insurance Policy naming the City of Billings as an additional insured in specified predetermined amounts, to provide protection to the parties to the agreement. Automobile liability insurance may also be required. The Purchasing Agent will advise the issuing department regarding insurance needs.

NOTES:

- All insurance requirements and any additional bonds must be stated in all advertisements so contractors may adjust their quote or bid accordingly.
- The City Administrator may, in writing, allow for lesser amounts of insurance coverage or grant an exception.



B.4 INVITATION FOR BID (IFB) PROCESS

B.4.1 According to State law, MCA Title 18, Chapter 4, an Invitation for Bid must be issued and shall include a purchase description and conditions applicable to the procurement.

As per State law, MCA Title 7, Chapter 5, sealed bids are used for purchases for any automobile, truck, other vehicle, road machinery, other machinery, apparatus, appliances, equipment, materials or supplies, or for construction, repair or maintenance in excess of \$80,000.

The City will give adequate public notice of the Invitation for Bids in a reasonable time before the date of the opening of the bid. A legal advertisement (i.e. publication in newspaper) must appear two (2) consecutive weeks prior to the bid opening.

NOTE: When Federal money is involved in the bid, then the legal advertisement must appear for three (3) consecutive weeks prior to the bid opening.

B.4.2 Sealed Bids are received in the office of the City Clerk and are opened publicly at 2:00 PM on Tuesdays in the City Hall Conference Room. A departmental representative and the Purchasing Agent shall be present to record bids on a Bid Tabulation Sheet. Each bidder and any member of the public has the right to attend, and to examine and inspect all bids after they are opened. The user department, with the assistance of the Purchasing Agent and/or the Legal Department, if necessary, shall evaluate and jointly agree on a recommendation of award.



- B.4.3 Each bid must include **BID SECURITY** equal to 10% of the bid amount, which may be made via Certified Check, Cashier's Check, or Bid Bond payable to the City. The bid security will be retained by the City Clerk until the successful bidder enters into a contract with the City. Unsuccessful bidders shall be entitled to the return of the submitted security (other than a bid bond) after a formal award has been made. A successful bidder, upon failure on his part to enter into a contract within the time specified after notification of the bid award, shall forfeit any surety deposited with the City of Billings.
- B.4.4 The name of each bidder and amount of each bid and other relevant information is recorded.
- B.4.5 Bids are unconditionally accepted, except bids without bid security. All other irregularities shall be examined after the bid opening with assistance from the Legal Department.
- B.4.6 If a bid award is made, it is with promptness by written notice to the lowest bidder who has met all the requirements and specifications set in the Invitation for Bid. Also, the bid award recommendation is submitted for transmittal to the City Council for their approval. The recommendation must include a list of all bidders, bid amounts and an explanation.
- B.4.7 Rejection of Bid - All bids received in response to an advertisement may be rejected. The Purchasing Agent, if involved in the bid, and user department, together, may recommend rejection of all bids for an item, group of items or the entire scope if such action is determined to be necessary and in the best interests of the City. An example of when such action would be appropriate is incomplete or incorrect specifications.
- B.4.8 A contract is executed upon an award of bid including the terms and conditions and specifications set forth in the Invitation for Bid.
- B.4.9 All bid materials will become the property of the City Clerk, for filing, future reference and maintenance for historical purposes and updating as needed for new procurements.



B.4.10 In the event two (2) or more bidders offer identical bids, all factors considered, new bids may be invited or award made by the drawing of lots, witnessed by the Purchasing Agent and the applicable bidders.

B.4.11 Any bidder protests of award recommendations and/or bid specifications must be filed with the Purchasing Agent within seven (7) days of bid opening.

Upon receiving a written protest, the Purchasing Agent, with assistance from the Legal Department, determines if the protest has sufficient merit and if so, schedules an informal hearing with the protesting bidder and the user department.

At this hearing, all parties discuss the basis of the protest and attempt to resolve the dispute based on fact. If the protesting party is not in agreement with the results of the informal hearing, they may appeal to the City Administrator. Ultimately, final decisions rest with the City Council.

B.4.12 An Invitation for Bid (IFB) shall include the following:

- Bid submission requirements
- Purchase description/scope of services
- Evaluation criteria
- Contract terms and conditions
- Non-collusion statement
- DBE Statement for Airport and MET Transit Departments



B.5 REQUEST FOR PROPOSAL (RFP) PROCESS

- B.5.1 According to State law, MCA Title 18, Chapter 8, Requests for Proposals are utilized for most services, especially professional consulting, and all complex projects (i.e.; office supplies supplier consolidation, software packages) over \$24,999.99 and must be accompanied by a legal advertisement.
- Exception: pursuant to MCA Title 18, Chapter 8, contracts for architectural, engineering and land survey services for projects for which the fees are estimated not to exceed \$50,000 may contract for those professional services by direct negotiation.
- B.5.2 The Purchasing Agent should be involved (or at least advise) in the RFP creation and solicitation for professional services (except engineering), facilities, and any other complex projects.
- B.5.3 Staff will send out all RFP's, create a selection committee, receive all RFP responses and distribute accordingly to the committee. An RFP may be sent and received electronically, as long as a Noncollusion Form is signed and sent back to staff prior to receiving the proposal.
- B.5.4 A Request for Proposals shall include the following
- Purchase description
 - Scope of Work/Services
 - Evaluation Criteria
 - Contract Terms and Conditions
 - Proposal submission requirements
 - Non-collusion statement
 - DBE statement for Airport and MET Transit Departments



B.6 LEGAL ADVERTISEMENT REQUIREMENTS

- B.6.1 A legal advertisement is required for all Invitations for Bids and Requests for Proposals.
- B.6.2 The City Clerk coordinates ALL legal advertising for the City's equipment purchases, service procurement and meeting notices.
- B.6.3 Legal advertising is done on a weekly basis, with publication taking place on Fridays of each week.
- B.6.4 Ad copy and specifications are due to the City Clerk by Noon on Tuesday during the first week of publication.
- B.6.5 Legal ads and specifications must also be submitted electronically (email) to the City Clerk to facilitate website posting.
- B.6.6 Legal ads generally must be published once per week for two consecutive weeks, with at least SIX (6) days separating the publications. This rule applies unless there is a specific advertising/notice requirement unique to the circumstances. For example, if the project or purchase will be utilizing Federal funds, there may be specific advertising requirements over and above the basic requirements named above.
- B.6.7 Legal ads must contain the following information at a minimum:
- The name of the project
 - Submittal information including:
 - Bids: Deadline day, date, time and place for bid submittal and day, date, time and place for bid opening.
 - Requests for Proposals: deadline day, date and time for proposal submittal.
 - The name, physical address and phone number of a person to contact for additional information.



- Information on the day, date, time and place of a pre-bid meeting (if one is being held) and whether attendance is mandatory. (it is recommended that, if a pre-bid meeting is held, attendance should be mandatory).
- The dates of publication.
- Standard bidding or RFP language as contained in the template documents on the City's server.

B.6.8 The advertising and opening dates should be coordinated in advance with the City Clerk's office.

B.7 SOLE SOURCE PROCUREMENT

B.7.1 State law, MCA Title 18, Chapter 4, states that a contract may be awarded for a supply or service item without competition when there is only one source for the supply or service item. This bidding exception may only apply when the department head or designee determines in writing that there is only one source for the required supply or service item.

B.7.2 The Purchasing Agent must receive an explanation in writing attached to the Purchase Order that only one practical source exists.

B.7.3 Examples of sole source items:

- Patented items
- Copyrighted materials
- Secret processes
- Utilities - items for compatibility/standardization
- Specialized proprietary equipment



C. PURCHASING METHODS

C.1 PETTY CASH

Some departments maintain a petty cash fund that is used for small dollar amount purchases. An Administrative Order adopts the City of Billings Petty Cash Policy.

C.2 PURCHASING CARDS

The Purchasing Agent manages the City's Purchasing Card Program. Purchasing cards will be issued to departments that request them. The cards are used much the same as a credit card and are assigned to a specific person with a specific limit. The types of purchases are limited as well. The Purchasing Card Policy is provided to each cardholder.

C.3 PURCHASE ORDERS

Purchase orders are commonly used to initiate the purchasing process and in some circumstances to confirm an order already placed with a vendor. It identifies the vendor, the purchasing department, price, quantity, and account number to be charged.

C.4 ENCUMBRANCES

Also created by Purchase Orders. Encumbrance Payment Request Forms must be used for order and encumbrance payment requests.

C.5 BLANKET PURCHASE ORDERS

For repetitive purchases of clerical supplies, repair parts, hardware, photo service, printing and other similar items, blanket purchase orders are created for a specified time (usually one month) to selected vendors.



Blanket Orders can be created by the Finance Department for the whole City or Departments can create their own departmental Blanket purchase order. Upon receiving the invoice, the designee should check the order for accuracy and completeness before signing. Each department will enter their own invoice or delivery slip against the blanket P.O.

For City Blanket Orders, all invoices for the month are received against the blanket order by the 5th business day of the following month. The vendor statement is balanced to the computer software and invoices. Accounts Payable then makes authorization for payment. Before the current month's blanket order expires, Accounts Payable sends the vendor a new Blanket Purchase Order as well as the department designees.

C.6 VOUCHER PAYMENTS/RECURRING PURCHASES

Recurring purchases are those for periodically billed services and various other types of payment as determined by the Finance Director.

Vouchers are also used for Jury for Municipal Court/jury witnesses fee reimbursement, Municipal Court Witness Fee reimbursement, Petty Cash reimbursement, refunds for one time vendors, accounts receivable refunds and Public Works Utilities refunds, and Finance Petty Cash reimbursements.

The Finance Director or his designee verifies, reviews and approves the documentation for the payment of vouchers.

D. SPECIAL PURCHASING DETAILS AND INFORMATION

D.1 PREVAILING WAGE RATES

As per State law, MCA Title 18, Chapter 2, for construction projects of \$25,000 or more, there must be a statement in the bid documents calling for the contractor to pay the prevailing wage rate as established by the State of Montana, as well as a statement and copy of wage rates included in the contract documents.



D.2 STATE GROSS RECEIPTS TAX

One percent (1%) contractors' tax must be deducted from all payments on construction contracts totaling \$5,000 or more and paid to the State.

D.3 APPRAISALS

The City Council has adopted a policy resolution that establishes criteria for appraisals when the City purchases land.

D.4 USED EQUIPMENT PROCUREMENT

All used equipment which would have a value, if new, of \$5,000 or more must be included in the Equipment Replacement Plan or Technology Replacement Plan, or be specifically approved by the City Administrator.

D.5 USED VEHICLE PURCHASES

All purchase orders for used vehicles with a value of \$5,000 or more are substantiated by at least two (2) quotes of other comparable vehicles to include mileage, condition, and auxiliary equipment of each vehicle quoted.

The vehicle selected is inspected by a City mechanic at the Fleet Services Division and approved by the Fleet Services Division. Airport and Public Works Utilities are not required to obtain approval by the Fleet Services Division as they have their own mechanics; they are required, however, to have either Fleet Services Division mechanics or their own mechanics inspect and approve any used vehicle before they purchase it.

The head of the department that is purchasing the used vehicle shall approve the purchase order as to procedure and shall submit it, along with (a) the comparable price quotes described above and (b) the Fleet Services Division or other city mechanic approval, to the Finance Director and the City Administrator for approval before commitment is made to the vendor to purchase the vehicle.

The Fleet Services Division will arrange for picking up the vehicle and processing the title as the County Treasurer's Office will only accept the City Clerk's signature on title applications.



The Purchasing Agent will send the application for title and registration receipt made out in the name of "City of Billings," to the City Clerk. Information will be provided as to the equipment number and new plates if needed, or if an old plate is being transferred to the newly purchased vehicle. If there is a trade-in, the City Clerk will sign off on the title and send it to the Fleet Services Division to transmit it to the proper agency.

D.6 OTHER USED EQUIPMENT PURCHASES

In order to purchase a used item exceeding \$1,500, it must be in excellent condition and a good buy. In certain cases, there are no comparable used equipment items which can be purchased (mowers, specialty equipment, fire trucks, etc.). In these cases, the cost of a new piece of comparable equipment will be obtained and qualified by the Fleet Services Division or departmental maintenance people and will inspect the equipment and state in writing to the Purchasing Agent why the City should purchase the equipment. When a comparable item can be found, the price of these units should be shown and an explanation given for the recommended purchase.

For clarity and definition, a qualified expert's opinion would be discounted by the Purchasing Agent if, for example, the purchase order originator solicited an opinion from the company who is selling the item.

D.7. EMERGENCY PURCHASES

Emergency authority is to be used "in cases of extreme and immediate necessity where materials, services or equipment are needed for a situation where the health, safety or welfare of the public is endangered or the City is exposed to serious cost consequences if immediate corrective or preventive action is not taken".

If an emergency does occur, the Purchasing Agent will provide support for expediting and determining the best purchasing method.

All emergency purchase orders will be signed by the department head or designee and will have a brief explanation of the emergency attached.



Emergency purchases over \$79,999.99 require the City Council by resolution to declare the emergency and record it in the minutes of the council meeting. The requirements for sealed bids can be waived, and the purchase made in the fastest possible manner. (MCA Title 7, Chapter 5)

D.8 TRIAL BASIS PURCHASING

Often opportunities arise in the form of an offer to use and try materials and/or products from 10 to 90 days before requiring the City to purchase.

These orders will be placed in the usual manner. Submit a purchase order to the Finance Department and clearly indicate that it is on a term basis only. Place the order accordingly and advise the user when the time has come to either purchase or return the merchandise.

This will prevent the City from incurring obligation for payment if the order is not returned in time, or if it is lost or damaged in the mail.

D.9 SURPLUS PROPERTY PROCUREMENT

In reference to MCA Title 18, Chapter 5, a Montana state agency is designated for federal surplus property.

D.10 SURPLUS PROPERTY DISPOSAL

The Purchasing Agent is designated as Surplus Sales Officer. He/she is responsible for disposing of all surplus personal property, and obsolete and scrap material of any type that belongs to the City of Billings in a manner and on terms that are in the best interest of the City, provided that the procedure and the terms are in accordance with State statute and in compliance with existing City policies.



Surplus, worn-out or obsolete material and equipment may be disposed of in any of the following ways:

- By selling or donating to other City departments through surplus property.
- By cannibalizing.
- By trading in on new equipment.
- By advertising for sale and selling at auction, or by advertising and obtaining sealed bids and selling to the highest responsible bidder.
- By selling as scrap or recycling.
- Junking or recycling.
- By special Council approval.

The Purchasing Agent, with the assistance of department representatives, shall approve the disposal process of all surplus property. Approved disposal forms, with appropriate documentation attached, shall be retained by the Purchasing Agent for the City's official files.

All proceeds from the sale of these items will be deposited with the department that last had possession of the items and copies of documentation filed with the disposal form with the Purchasing Agent.



E. DELEGATIONS OF AUTHORITY - APPROVALS

E.1 APPROVALS OF INVOICES AND PURCHASE ORDERS

Purchase Orders and Invoices must be approved, as follows, in the following order:

\$0 - \$999.99

→ Department Designee → Purchasing Agent

\$1,000 to \$9,999.99

→ Department Designee → Purchasing Agent → Finance Director

\$10,000 and above

→ Department Designee → Purchasing Agent → Finance Director → City Administrator

F. SUPPLIER AGREEMENT/CONTRACT PROCESS

- F.1 Generally, whether it is for goods or services, suppliers will be engaged through a written document. This can either be a purchase order or contract. **Contracts are required for all goods over \$9,999.99 and services over \$4,999.99.**
- F.2 Purchase Orders or Invoices – Purchase Orders and Invoices are created by each respective City department and approved through the Delegation of Approval Authority levels.



F.3 CONTRACTS

Contracts include all documents including, for example, bid specifications which create obligations on the part of the City of Billings and the contracting party, insurance certificates, drawings, etc.

F.3.1 COUNCIL APPROVED CONTRACTS

Department representative should send a draft contract to the Purchasing Agent and/or Legal Department to review before having the contractor sign. The contractor then signs the legally reviewed and approved three (3) copies of the contract, and sends the contracts back to the department representative. The department representative then sends the contracts to the Purchasing Agent with a contract routing form and other appropriate documents attached. Purchasing will forward to the Legal Department for final review and approval. The Legal Department will send the contract to the City Clerk for the Mayor to sign which is the final signature. The City Clerk attests the Mayor's signature. The original copy of the contract is retained by the City Clerk and the remaining signed original contract is forwarded to the department representative to send to the contractor. Use the Contract Routing Form for every contract.

Signature Flow: Contractor (Supplier) → Legal → City Clerk/Mayor

F.3.2 NON-COUNCIL APPROVED CONTRACTS

Department representative should send a draft contract to the Purchasing Agent and/or legal department to review before having the contractor sign. The contractor then signs the legally reviewed and approved three (3) copies of the contract, signs and sends the contracts back to the department representative. The department representative then sends the contracts to the Purchasing Agent with a contract routing form and other appropriate documents attached. Purchasing will forward to the legal department for final review and approval. The legal department will send the contract to the City Clerk for the City Administrator to sign which is the final signature. The original copy of the contract is then retained by the City Clerk and the remaining original signed contract is forwarded



to the department representative to send to the contractor. Use the contract routing form for every contract.

Signature Flow: Contractor (Supplier) → Legal → City Clerk/City Administrator

In no instance shall anyone except the Mayor or City Administrator (or person designated in writing by either the Mayor or City Administrator) sign a contractual document on behalf of the City.

G. SIGNING AUTHORITY – CHANGE ORDERS & AMENDMENTS

Within ten (10) working days after the acceptance of a bid, the bidder and the city shall make, execute and deliver to each other in duplicate a contract in accordance with the bid; provided, that the parties to the contract may extend the period for execution.

The city administrator is authorized to execute amendments or change orders to all contracts executed by the mayor if the changes do not exceed his/her signing authority, as designated by resolution.

Furthermore, the city administrator is authorized to execute amendments or change orders to all contracts executed by the mayor if the changes are:

- 1) Within the scope of the project or purchase, provided that increases in the scope of street improvement projects to add improvements requested and paid for by adjacent property owners are permissible;
- 2) Executed in writing; and,
- 3) The increase in contract amount does not exceed:
 - a. Ten (10) percent of the contract price; or,
 - b. Five hundred thousand dollars (\$500,000.00); or,
 - c. The original budgeted contingency, whichever is less.

The total amount of all change orders or amendments on any given project will be cumulatively combined. When any single amendment or change order exceeds the limit under subsection (b), the proposed change must be presented



to the city council for approval. However, where the size of the contract makes it probable that administrative change order authority will be quickly exhausted, the city council may, upon recommendation of the city administrator, extend the aggregate limits of subsection (b) in an amount set by council resolution for a specific project.



H. QUICK REFERENCE CHART

Amount	Petty Cash	Purchasing Card	Purchase Order/Invoice	Written Quotes	Sealed Bids	RFP
\$0 - \$99.99	X	*X	X			
\$100 - \$2499.99		X	X			
\$2,500 - \$4,999.99			X			
\$5,000 - \$79,999.99				X		
> \$24,999.99 (consultant, software, professional services)						X
> \$49,999.99 (architect, engineer & land survey)						X
> \$79,999.99 (automobile, trucks, construction, equipment, materials)					X	

BLANKET ORDERS – May be created for Fleet/Inventory purchases as well as any other monthly repetitive purchases.

* Purchases for Fleet and Inventory may NOT be made on Purchasing Cards



**All forms, template documents, etc. are located on the Server
at \\lt-w3k07\all users\Purchasing**

Regular City Council Meeting

Meeting Date: 07/23/2018

TITLE: Amendment of Resolution 06-18387, City Administrator Signing Authority

PRESENTED BY: Andy Zoeller, Finance Director

Department: City Hall Administration

Presentation: No

PROBLEM/ISSUE STATEMENT

Due to the increasing costs of materials, labor and product acquisitions, staff has witnessed a growing number of projects requiring bids and, correspondingly, an extended time frame to contract award.

In 2015, Montana Code Annotated, Section 7-5-2301, was amended to increase the dollar amount above which sealed bids are required from \$50,000 to \$80,000.

In February 2016, staff presented a new Purchasing Policy to City Council, along with the procedures to then be adopted by Administrative Order. At that same time, members of Council had asked staff to review existing resolutions and code to see if the City Administrator, rather than the City Council, would be able to approve small change orders and contract amendments. Staff determined that increasing the bid threshold and the City Administrator's signing authority to \$80,000 and adding "amendments and change orders," to the previously adopted Resolution would effectively accomplish this task.

These changes will also be made in the Purchasing Procedures, which will concurrently be adopted by Administrative Order.

ALTERNATIVES ANALYZED

City Council may:

- Approve the amended resolution, or;
- Disapprove the amended resolution, and continue to receive smaller contracts, amendments and change orders being presented to City Council for approval.

FINANCIAL IMPACT

Competing more projects via written quote, rather than invitations for bids, will maintain competition and likely result in reduced overall costs for the City. Allowing the City Administrator to approve contract amendments and change orders will reduce the time that is currently needed to process them for City Council approval. Faster approval can avoid delays in on-going project work and costs that sometimes accompany the delays.

RECOMMENDATION

Staff recommends that the City Council approve the attached resolution that increases the City Administrator's contracting authority from \$50,000 to \$80,000 and allows the City Administrator to execute small change orders and contract amendments.

APPROVED BY CITY ADMINISTRATOR

Attachments

MCA 7-5-2301

Resolution No. 06-18387 - Signing Authority

Resolution No. 18- Signing Authority

Montana Code Annotated 2015

[Previous Section](#) [MCA Contents](#) [Part Contents](#) [Search](#) [Help](#) [Next Section](#)

7-5-2301. Competitive, advertised bidding required for certain large purchases or construction contracts. (1) Except as provided in [7-5-2304](#) and Title 18, chapter 2, part 5, a contract for the purchase of any vehicle, road machinery or other machinery, apparatus, appliances, equipment, or materials or supplies or for construction, repair, or maintenance in excess of \$80,000 may not be entered into by a county governing body without first publishing a notice calling for bids.

(2) The notice must be published as provided in [7-1-2121](#).

(3) Subject to [7-5-2309](#) and except as provided in Title 18, chapter 2, part 5, every contract subject to bidding must be let to the lowest responsible bidder.

History: En. Sec. 1, Ch. 8, L. 1933; amd. Sec. 1, Ch. 87, L. 1935; re-en. Sec. 4605.1, R.C.M. 1935; amd. Sec. 1, Ch. 42, L. 1941; amd. Sec. 1, Ch. 128, L. 1951; amd. Sec. 1, Ch. 25, L. 1963; amd. Sec. 1, Ch. 331, L. 1969; amd. Sec. 1, Ch. 127, L. 1973; amd. Sec. 1, Ch. 55, L. 1975; R.C.M. 1947, 16-1803(part); amd. Sec. 1, Ch. 134, L. 1981; amd. Sec. 6, Ch. 349, L. 1985; amd. Sec. 1, Ch. 98, L. 1991; amd. Sec. 1, Ch. 203, L. 1997; amd. Sec. 1, Ch. 239, L. 1999; amd. Sec. 2, Ch. 252, L. 1999; amd. Sec. 1, Ch. 523, L. 2003; amd. Sec. 4, Ch. 574, L. 2005; amd. Sec. 1, Ch. 110, L. 2013.

Provided by Montana Legislative Services

<="">

RESOLUTION NO. **06 - 18387**

A RESOLUTION OF THE BILLINGS, MONTANA CITY COUNCIL
AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE AND EXECUTE
CERTAIN CONTRACTS ON BEHALF OF THE CITY AND REPEALING
RESOLUTION 03-18016.

WHEREAS, each year the City Council duly approves and adopts by resolution, a budget which provides specific funding for specific purposes; and,

WHEREAS, formal approval of said annual budget constitutes legal authorization by the City Council to expend funds for specified purposes; and,

WHEREAS, pursuant to State law, MCA 7-5-4302, sealed bids are used for purchases for any automobile, truck, other vehicle, road machinery, other machinery, apparatus, appliances, equipment, materials or supplies, or for construction, repair or maintenance in excess of \$50,000.

WHEREAS, the City Council may legally delegate to the City Administrator the authority to approve and execute contracts which are funded in the Council-approved budget \$50,000 or less.

WHEREAS, the Council desires to eliminate unnecessary additional Council action on such contracts.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

Section 1: The City Administrator is hereby authorized to approve and execute on behalf of the City contracts for \$50,000 or less.

Section 2: The City Administrator may designate, in writing, City employees authorized to act on his/her behalf in executing the contracts referred to in this resolution.

Section 3: Resolution 03-18016 is hereby repealed.

APPROVED AND ADOPTED by the City Council this XX day of January, 2006.

CITY OF BILLINGS:

BY: _____
Ron Tussing, Mayor

ATTEST:

BY: _____
Marita Herold, CMC/AE City Clerk

RESOLUTION NO. 18-_____

A RESOLUTION OF THE BILLINGS, MONTANA CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE AND EXECUTE CERTAIN CONTRACTS ON BEHALF OF THE CITY AND REPEALING RESOLUTION 06-18387.

WHEREAS, each year the City Council duly approves and adopts by resolution, a budget which provides specific funding for specific purposes; and,

WHEREAS, formal approval of said annual budget constitutes legal authorization by the City Council to expend funds for specified purposes; and,

WHEREAS, pursuant to State law, MCA 7-5-2301, sealed bids are used for purchases for any automobile, truck, other vehicle, road machinery, other machinery, apparatus, appliances, equipment, materials or supplies, or for construction, repair or maintenance for less than \$80,000.

WHEREAS, the City Council may legally delegate to the City Administrator the authority to approve and execute contracts which are funded in the Council-approved budget.

WHEREAS, the Council desires to eliminate unnecessary additional Council action on such contracts.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

Section 1: The City Administrator is hereby authorized to approve and execute on behalf of the City contracts for less than \$80,000.

Section 2: The City Administrator may designate, in writing, City employees authorized to act on his/her behalf in executing the contracts referred to in this resolution.

Section 3: Resolution 06-18387 is hereby repealed.

APPROVED AND ADOPTED by the City Council this ____ day
of _____, 2018.

THE CITY OF BILLINGS:

BY: _____

William A. Cole, MAYOR

ATTEST:

BY: _____

Denise Bohlman, CITY CLERK

Regular City Council Meeting

Meeting Date: 07/23/2018

TITLE: Regular City Council Business Meeting Start Time Change From 6:30 p.m. to 5:30 p.m.

PRESENTED BY: Brent Brooks, City Attorney

Department: Legal

Presentation: No

PROBLEM/ISSUE STATEMENT

During the May 29, 2018 Regular Council meeting, a Council Initiative by Councilmember Clark was approved by the Mayor and Council directing staff to present an ordinance amendment changing the start time for Regular City Council meetings from 6:30 p.m. to 5:30 p.m. Staff prepared a minor amendment to Billings, Montana City Code, Section 2-211, which inserted this change. During its July 9, 2018, Regular business meeting, the Council approved this time change during the First Reading and Public Hearing on this minor ordinance amendment.

ALTERNATIVES ANALYZED

City Council may:

- Approve the change in Regular meeting start time on Second Reading of the amended ordinance, or;
- Disapprove the change in the Regular meeting start time.

FINANCIAL IMPACT

There is no financial impact with this ordinance amendment changing the Regular meeting start time.

RECOMMENDATION

Staff recommends that the City Council approve the amendment to BMCC, Section 2-211, on Second Reading which changes the Regular City Council business meeting start time from 6:30 p.m. to 5:30 p.m.

APPROVED BY CITY ADMINISTRATOR

Attachments

Regular Business Meeting Start Time Change

ORDINANCE NO. 18 _____

**AN ORDINANCE OF THE CITY OF BILLINGS,
PROVIDING THAT THE BILLINGS, MONTANA CITY
CODE BE AMENDED BY REVISING SECTION 2-211 TO
PROVIDE THAT THE REGULAR COUNCIL BUSINESS
MEETING START TIME SHALL BE 5:30 P.M.**

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

Section 1. That Section 2-211 of the Billings, Montana City Code be amended so that such section shall read as follows:

“Sec. 2-211. Calling to order; quorum.

“The city council shall hold a regular meeting for the transaction of city business on the second and fourth Mondays in each month. If the regular meeting falls on a day recognized as a holiday by the city, the meeting will not be held on that date but will be held on the following day. Any regular meeting may be canceled or rescheduled by majority vote of the council at any time prior to the date scheduled for such meeting. Regular meetings shall convene and be called to order by the mayor at 5:30 p.m., unless otherwise ordered.”

Section 2. EFFECTIVE DATE. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

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

Section 4. 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.

PASSED by the City Council on first reading this _____ day of _____, 2018.

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

CITY OF BILLINGS

By _____
Mayor

ATTEST:

By _____
City Clerk

Regular City Council Meeting

Meeting Date: 07/23/2018

TITLE: Zimmerman Home Place Subdivision, 2nd Filing - Preliminary Major Plat

PRESENTED BY: Wyeth Friday

Department: Planning & Community Services

Presentation: No

PROBLEM/ISSUE STATEMENT

On May 1, 2018, Performance Engineering, LLC, agent for Billings Opportunities, LLC, owner, applied for preliminary major plat approval for Zimmerman Home Place Subdivision, 2nd Filing, Amended Lot 1, Blocks 4 and 5. The proposed subdivision creates 16 new lots for commercial development. The subject property is generally located on the northwest corner of the intersection of Grand Avenue and Zimmerman Trail. The property is zoned Community Commercial (CC) and Neighborhood Commercial (NC). The Yellowstone County Board of Planning conducted a public hearing on this preliminary major plat on June 26, 2018.

ALTERNATIVES ANALYZED

In accordance with state law, the City Council has 60 working days to act upon this major preliminary plat. The 60 working day review period for the proposed plat ends on July 26, 2018. State and City subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 60 working day review period, the City Council is required to:

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

VARIANCES REQUESTED

No variance has been requested.

PROCEDURAL HISTORY

- A pre-application meeting was held on March 22, 2018 to discuss the proposal.
- The preliminary plat application was submitted to the Planning Division on May 1, 2018.
- A departmental review meeting was conducted on May 17, 2018.
- The preliminary plat was resubmitted with revisions based on department reviews on May 24, 2018.
- The Planning Board reviewed the plat on June 12, 2018.
- The Planning Board conducted a public hearing on June 26, 2018, and forward a recommendation to the City Council.
- The City Council will consider the preliminary plat on July 23, 2018.
- The 60 working-day preliminary plat review period ends July 26, 2018.

PLAT INFORMATION

General location: Northwest corner of the intersection of Grand Avenue and Zimmerman Trail
Legal Description: Lot 1, Blocks 4 and 5, Zimmerman Home Place Subdivision
Subdivider/Owner: Billings Opportunities, LLC
Engineer and Surveyor: Performance Engineering, LLC
Existing Zoning: Community Commercial and Neighborhood Commercial
Existing land use: Vacant/Farming
Proposed land use: Commercial
Gross and Net area: 34.66 acres
Proposed number of lots: 16
Lot size: Max: 3.69 acres
Min.: 0.79 acres
Parkland requirements: There is no parkland dedication required with this commercial subdivision

STAKEHOLDERS

Staff gave a brief presentation about the proposed subdivision to the Planning Board at its meeting on June 26. Planning Board President Tunnicliff asked if there were any questions from the board for staff. There was a question about the existing irrigation ditches around the property and what would happen to them. Staff responded that they would stay in place to service the remaining farm land to the north. Planning Board President Tunnicliff asked if the agent or applicant would like to speak to the Board. Mr. Craig Dalton, agent, stood to answer any questions from the board but there were no questions.

The public hearing was opened and there was no one wishing to speak concerning the proposed subdivision. The public hearing was closed and there was a motion made to forward a recommendation of conditional approval with the proposed conditions of approval and findings of fact. It was seconded and the Board voted unanimously to approve the motion.

FINANCIAL IMPACT

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

RECOMMENDATION

The Planning Board recommends conditional approval of the preliminary plat of Zimmerman Home Place Subdivision, 2nd Filing to the City Council, and adoption of the Findings of Fact as presented in the staff report.

PROPOSED CONDITIONS OF APPROVAL

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

1. To minimize effects on local services and enable more useable roadways, prior to final plat approval the applicant's submitted TIS will be reviewed and approved by City of Billings Engineering Division outlining any additional requirements the developer needs to be responsible to construct. This review will also confirm or correct the contributions for street improvements from the developer listed in the SIA.
2. To minimize the effects on local services, prior to final plat approval the subdivider will provide

a letter from the United States Postal Service acknowledging its agreement with the placement of mail delivery facilities in the subdivision.

3. To ensure the provision of easements for utilities, prior to final plat approval the subdivider shall provide utility easements on the final plat as requested by the private utility companies.

4. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.

5. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

APPROVED BY CITY ADMINISTRATOR

Attachments

Findings of Fact
Proposed Plat
SIA
Mayor Letter

FINDINGS OF FACT

The Planning staff has prepared the Findings of Fact for the preliminary plat of Zimmerman Home Place Subdivision, 2nd Filing, Amended Lots 1, Blocks 4 & 5. These findings are based on the preliminary plat application and supplemental documents and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(H), BMCC).

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

1. Effect on agriculture and agricultural water user facilities

The land to be subdivided has been historically used for farming. The 34.66-acre parcel is located at the north west corner of the intersection of Grand Avenue and Zimmerman Trail. The property was annexed into the City limits on May 14, 2018. The agricultural land in this area have become more valuable as residential and commercial properties, and their development may possibly alleviate some development pressure on irrigated agricultural lands farther to the west. The development of the subject property should have minimal effects on agriculture and agricultural water user facilities in the area.

2. Effect on local services

- a. **Utilities** – All lots will be served by city water lines in the area. A new 12-inch water main will be installed in Green Valley Drive from a 12-inch water main connection to an existing stub that terminates at the subdivision boundary on Grand Avenue. There will be a 12-inch water main in Avenue E connected to an existing 12-inch water main from existing Avenue E. Avenue D will have an 8-inch water main installed in it to the subdivision boundary for future connections. The lot owners will be responsible to connect to the water lines at the time of lot development.

All water line installation shall meet City of Billings Public Works Department and Montana DEQ standards, rules, and regulations. This requirement is called out in the SIA under the heading VI. Utilities.

- b. **Sanitary Sewer** – All lots will be served by city sewer lines in the area. A new 12-inch sewer main will be installed in Green Valley Drive from a 12-inch sewer main connection to an existing stub that terminates at the subdivision boundary on Grand Avenue. There will be a 12-inch sewer main in Avenue E connected to an existing 12-inch sewer main from existing Avenue E. Avenue D will have an 8-inch sewer main installed in it to the subdivision boundary for future connections. The lot owners will be responsible to connect to the sewer lines at the time of lot development.

Sewer main installation and placement will meet City of Billings Public Works Department and Montana DEQ Standards, rules, and regulations. This requirement is called out in the SIA under the heading VI. Utilities.

Power, natural gas, telephone, and cable will all be located within the right-of-way and utility easements shown on the plat.

- c. **Storm water** – Storm drainage shall be provided by a combination of surface drainage, curb and gutters, and storm drain piping and detention pond. The detention pond will be released into the City of Billings storm drains located in Grand Avenue at a rate allowed by City Engineering standards. An HOA will be created to maintain all storm drainage systems. Those responsibilities will be outlined in an Operation and Maintenance Manual. All drainage improvements shall comply with the provisions set forth in Chapter 28, BMCC, and the *Stormwater Management Manual* in place at the time of development. A complete stormwater management plan shall be submitted to the City Engineering Division and Montana Department of Environmental Quality for review and approval at the time of development. This requirement is called out in the SIA under the heading V. Storm Drainage.
- d. **Solid waste** – The City of Billings will provide solid waste collection and disposal. The City’s landfill has adequate capacity for this waste. Location of solid waste receptacles will be reviewed and approved by City of Billings Solid Waste division at the time of site development.
- e. **Streets** –All roads within the subdivision were dedicated to the public at the time of the original subdivision, Zimmerman Home Place Subdivision, document number 3811344. All streets shall be built in accordance with the City of Billings Engineering site development standards. Roads within the subdivision, Green Valley Drive and Avenue E, shall be built to commercial road standards having a minimum width of 45 feet back-of-curb to back-of-curb. Green Valley Drive is an 80-foot-wide right of way; Avenue E is a 70-foot-wide right of way. The applicant will be required to build Avenue E to a minimum of 30 feet of asphalt surface with curb and gutter on the south edge. The applicant notes this in the SIA under III Transportation A. Streets, at the fourth bullet point. Future development to the north will be required to complete the full width to 45 feet back-of-curb to back-of-curb road surface. Avenue D will be constructed to a 34 foot back of curb to back of curb width to the property edge.

A Traffic Impact Study (TIS) was submitted for this subdivision and will be reviewed and approved by the City of Billings Engineering Division to determine if all the accesses are acceptable and the type of accesses they will be. (**Condition #1**)

- f. **Emergency services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. This property is in the coverage

area of fire station #7 located at 1501 54th St. West. The subdivision is located within the ambulance service area of American Medical Response (AMR).

- g. **Schools** –School District #2 provides educational services to elementary through high school students. Because this is a commercial subdivision there will be no students added to the schools in the area.
- h. **Parks and Recreation** – Commercial subdivisions are not required to provide parkland.
- i. **Mail Delivery** - The United States Postal Service will provide postal service to the subdivision and has indicated that centralized mailbox units will be required. The centralized mailbox unit needs to be located in an area with a safe pull off area for the postal vehicle and worker. **(Condition #2)**

3. Effect on the natural environment

The subject property consists of approximately 34.7 acres of irrigated farm land gently sloping to the south, southeast. A preliminary Geotechnical Investigation Report was performed and submitted for review. This report acknowledged the need for additional site-specific reports prior to construction, which will be required when an applicant submits drawings for a building permit. A paragraph in the SIA under the heading Conditions that Run with the Land notify future lot owners of the need for future geotechnical studies based on proposed specific site development.

4. Effect on wildlife and wildlife habitat

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

5. Effect on the public health, safety and welfare

The subdivision is located in an area with no known natural hazards.

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

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

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

1. City of Billings 2016 Growth Policy

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

- a. **Essential Investments (relating public and private expenditures to public values):** Neighborhoods that are safe and attractive and provide essential services are much desired.
- b. **Essential Investments (relating public and private expenditures to public values):** Infill development and development near existing City infrastructure may be the most cost effective.
- c. **Prosperity (promoting equal opportunity and economic advancement)**
A diversity of available jobs can ensure a strong Billings' economy. Successful businesses that provide local jobs benefit the community.

2. 2014 Urban Area 2014 Transportation Plan

The proposed subdivision adheres to the goals and objectives of the 2014 Functional Class Map and preserves the street network and street hierarchy specified in the plan. It also meets some of the goals of the 2016 City of Billings Growth Policy.

3. Billings Area Bikeways and Trail Master Plan (BABTMP)

The proposed subdivision lies within the jurisdiction of the Billings Area Bikeways and Trail Master Plan. There is a trail along the east side of Zimmerman Trail that is already constructed. There is a boulevard sidewalk constructed on the west side of Zimmerman Trail for public use also. It is encouraged that the applicant provides pedestrian/bike routes out of the commercial areas of this proposed development to the future residential zoned area to the north.

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

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

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

The subject property is located within CC and NC zoning. The lot sizes conform to the requirements of these zones. Other building setbacks and structure specific requirements will be reviewed for compliance at the time of building permit review.

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

The subdivider will coordinate and provided utility easements as requested by MDU and NWE on the face of the plat. **(Condition #3)**

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

Legal and physical access is provided to the proposed lots from Grand Avenue, Zimmerman Trail, Green Valley Drive and Avenue E.

CONCLUSIONS OF FINDINGS OF FACT

- The preliminary plat of Zimmerman Home Place Subdivision, 2nd Filing, Amended Lots 1, Blocks 4 & 5, does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to several of the goals and policies of the 2016 Growth Policy and does not conflict with the Transportation or Bikeway and Trail plans.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

RECOMMENDATION

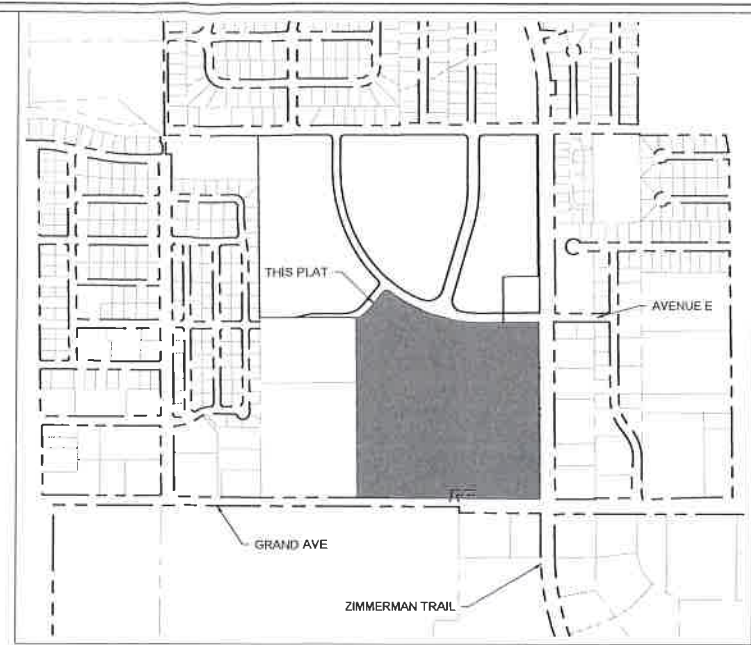
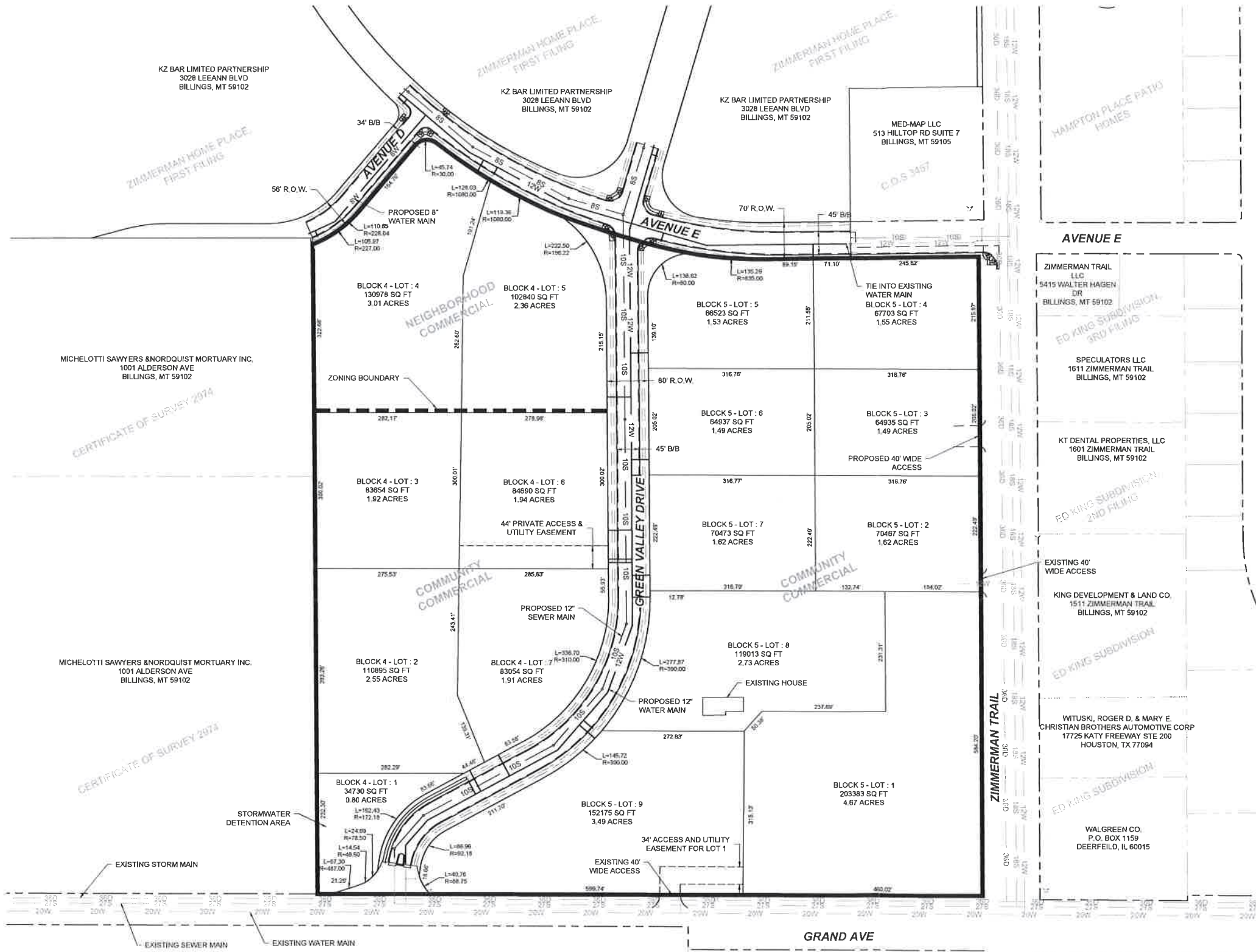
The Planning Board is forwarding a recommendation of conditional approval of the preliminary plat of Zimmerman Home Place Subdivision, 2nd Filing, Amended Lots 1, Blocks 4 & 5 to the City Council, and adopt the Findings of Fact as presented in the staff report.

Approved by the Billings City Council, July 23, 2018

William A. Cole, Mayor

PRELIMINARY PLAT OF
ZIMMERMAN HOME PLACE, SECOND FILING

BEING LOT 1, BLOCK 4 AND LOT 1, BLOCK 5 OF ZIMMERMAN HOME PLACE, FIRST FILING
 SITUATED IN THE SW 1/4 OF SECTION 34, T 01 N, R 25 E, P.M.M.
 CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA



VICINITY MAP

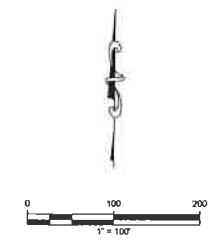
SITE DATA	
# OF LOTS	16
MAXIMUM LOT AREA	± 4.67 AC
MINIMUM LOT AREA	± 0.80 AC
PARKLAND AREA	N/A
LINEAL FEET OF STREETS	± 1,580 LF
NET ACREAGE	± 34.66 AC
GROSS ACREAGE	± 34.66 AC

PREPARED FOR: BILLINGS OPPORTUNITIES, LLC
 PREPARED BY: PERFORMANCE ENGINEERING, LLC
 PRELIMINARY PLAT DATE: MAY 2018

EXISTING LAND USE: AGRICULTURAL
 EXISTING ZONING: NEIGHBORHOOD COMMERCIAL
 COMMUNITY COMMERCIAL

PROPOSED LAND USE: COMMERCIAL
 PROPOSED ZONING: NEIGHBORHOOD COMMERCIAL
 COMMUNITY COMMERCIAL

PROPERTY OWNER: BILLINGS OPPORTUNITIES, LLC



7100 COMMERCIAL AVE., SUITE 4
 BILLINGS, MT 59101
 OFFICE - 406-384-0080
 www.performance-ec.com

PERFORMANCE ENGINEERING

SHEET
1 OF 1

DRAWN BY: JAS CHECKED BY: CPD DATE: MARCH 2017 COPYRIGHT 2018 ©

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SUBDIVISION IMPROVEMENTS AGREEMENT
Zimmerman Home Place Subdivision, Second Filing
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City of Billings

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SUBDIVISION IMPROVEMENTS AGREEMENT

Zimmerman Home Place Subdivision, Second Filing

This agreement is made and entered into this ____ day of _____, 20__, by and between *BILLINGS OPPORTUNITIES, LLC*, whose address for the purpose of this agreement is **P.O. Box 6000; Butte, Montana 59702**, hereinafter referred to as “Subdivider,” and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as “City.”

WITNESSETH:

WHEREAS, at a regular meeting conducted on ____ day of _____, 20__, the Board of Planning recommended conditional approval of a preliminary plat of *Zimmerman Home Place Subdivision, Second Filing*; and

WHEREAS, at a regular meeting conducted on ____ day of _____, 20__, the City Council conditionally approved a preliminary plat of *Zimmerman Home Place Subdivision, Second Filing*; and

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

WHEREAS, the provisions of this agreement shall be effective and applicable to *Zimmerman Home Place Subdivision, Second Filing* upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

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

I. VARIANCES

A. No variance request is being made as part of this development.

II. CONDITIONS THAT RUN WITH THE LAND

A. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction. Currently all permitted structures within city limits are required by the City of Billings to obtain and follow a geotechnical report prior to construction.

- B. Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners may need to protect young landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.
- C. No water shares have been transferred to the individual lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners unless otherwise noted herein. All water shares associated with the property will be transferred to the Owner's Association.
- D. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts (SID) by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and Owner specifically agree that they are waiving valuable rights and do so voluntarily.
- E. The Subdivider and subsequent contractors/builders acknowledge that a Stormwater Pollution and Prevention Plan (SWPPP) may be required to be filed with the City and the Montana Department of Environmental Quality (MDEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by MDEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.
- F. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.
- G. Lots 1 and 10, Block 5 of Zimmerman Home Place Subdivision, Second Filing will be responsible for landscaping the boulevard along Grand Avenue at the time of lot development in accordance with the City of Billings' Unified Zoning Regulations.

III. TRANSPORTATION

A. Streets

- Right-of-Way widths of 56 feet, 70 feet and 80 feet have already been dedicated for Avenue D, Avenue E and Green Valley Drive as part of Zimmerman Home Place Subdivision, 1st Filing (Document No. 3811344). No additional right-of-way is being dedicated as part of this filing.

- The Subdivider will execute a private contract to construct the public streets within the Subdivision.
 - Avenue D shall be 34 feet back-of-curb to back-of-curb;
 - Avenue E shall be 45 feet back-of-curb to back-of-curb west of Green Valley Drive. Subdivider shall complete the construction of the southern half of the existing road surface of Avenue E contained within Certificate of Survey 3457;
 - Green Valley Drive shall be 45 feet back-of-curb to back-of-curb.
- These internal access roads shall be built to grade with a satisfactory subbase, base course, curb and gutter and asphalt surface. All streets shall be built in accordance with the City of Billings' site development ordinance and City Subdivision regulations.
- Grand Avenue is designated by the City as a Principal Arterial and has been built to these standards including utilities. Zimmerman Trail is designated by the City as a Principal Arterial and has been built to these standards including utilities. Widening of Zimmerman Trail is not required at the time of this agreement, however, future widening is included in the waiver of right to protest.

No other off-site street widening will be required by the Subdivider.

B. Sidewalks

- The Subdivider will install, within the private contract, corner intersection handicap ramps and aprons and sidewalk adjacent to the stormwater detention property. Subdivider will grade all street frontages for sidewalk finished grades.
- Individual lot owners will be responsible for the construction of the sidewalks within the public right-of-way adjacent to their lot at the time of lot development and shall be included in each building permit. Sidewalks shall be 5-foot wide with a 5-foot boulevard planting strip between the sidewalk and the curb.

C. Street Lighting

- No street lighting is proposed for the internal roads within the development, however, street lighting is included in the waiver of right to protest.

D. Traffic Control Devices

- The Subdivider shall furnish and install street name signs for streets within the subdivision or located immediately adjacent thereto in accordance with the specifications of the City of Billings Public Works and Fire Department.

- No traffic signals are required within this subdivision at the time of development. However, future intersection improvements are include with the waiver of right to protest.
- The Subdivider shall furnish and install all necessary traffic control devices in accordance with the Manual of Uniform Traffic Control Devices and approved by the City of Billings Public Works Department.
- A traffic accessibility study has been completed for Zimmerman Home Place Subdivision and submitted as part of this filing. Based on the additional lots created with Zimmerman Home Place Subdivision, Second Filing, the percent of traffic contribution and associated costs to these intersections is as follows:

Rimrock Road/Zimmerman Trail	6.69%	\$16,736.00
Poly Drive/Zimmerman Trail	10.37%	\$25,924.00
Grand Avenue/Zimmerman Trail	10.04%	\$25,104.00
Broadwater Avenue/Zimmerman Trail	6.69%	\$16,736.00
Poly Drive/Rehberg Lane	2.56%	\$6,399.00
Grand Avenue/Rehberg Lane	2.30%	\$5,743.00
<u>Grand Avenue/Shiloh Road</u>	<u>5.51%</u>	<u>\$13,783.00</u>
	Total	\$110,425.00

It has been assumed that improvements at each intersection will cost \$250,000.00. The Subdivider shall contribute \$110,425.00 to these intersections. These cash contributions for the intersection improvements will be made prior to final plat approval.

- Impacts at the internal intersection of Green Valley Drive and Avenue E are unknown at the time of this agreement. However, if at a future date intersection improvements at Green Valley Drive and Avenue E are warranted, each lot will be required to participate in their proportionate share of improvement costs as part of the waiver of right to protest.

E. Access

- Access to the subdivision is provided by Grand Avenue, Zimmerman Trail, Avenue E, Green Valley Drive and a potential future connection to Avenue D.
- A no access strip shall be provided along Grand Avenue, with an opening at the existing approach location, as indicated on the final plat.
- A controlled access strip will be provided along the frontage of Zimmerman Trail, with openings at the approach locations as indicated on the final plat.

F. Billings Area Bikeway and Trails Master Plan (BABTMP)

- This subdivision is located within the jurisdictional area of the BABTMP. There is an existing multi-use trail along the east side of Zimmerman Trail. No improvements are required at this time for the subdivision.

G. Public Transit

- This subdivision does not require improvements to ensure public transit service. The nearest transit stop is at the intersection of Grand Avenue and Golden Valley Circle.

IV. EMERGENCY SERVICES

The Billings Fire Department currently provides fire protection services for the subdivision.

At the time of future lot development construction of buildings made of combustible materials shall have adequate fire apparatus access roads and fire hydrant(s) in place to meet fire suppression requirements. Prior to issuance of a building permit for construction using combustible materials (i.e. lumber, plywood, wood trusses, etc.), fire apparatus access roads, and water supply requirements shall be provided in accordance with the International Fire Code as adopted by the City of Billings.

At a minimum, the following is required:

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

Private fire hydrants may be required to satisfy the distance requirements as stated above. Should private fire hydrants be required, the subdivision HOA will be responsible for the maintenance of the hydrants.

V. STORM DRAINAGE

A complete stormwater management plan shall be submitted to the City Engineering Division for review and approval at the time of development. The storm drainage system shall consist of a curb and gutter surface collection and curb inlets that drain into storm drainage piping. The storm drain piping will discharge into a detention facility located in Lot 1, Block 4 located in the southwest corner of the subdivision. The stormwater will be released from the detention facility into existing City storm drains located in Grand Avenue. All drainage improvements shall comply with the provisions set forth in Chapter 28, BMCC, and the Stormwater Management Manual in place at the time of development.

A Home Owners Associations (HOA) shall be responsible for the operation and maintenance of any flow-based treatment device and the detention facility. Operation and maintenance requirements and HOA maintenance and fiscal responsibilities shall be outlined within the Zimmerman Home Place Subdivision, Second Filing Operation and Maintenance Manual.

VI. UTILITIES

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water mains and sanitary sewers to the City of Billings Public Works Department – Engineering Division. The extension of/connection to water mains and sanitary sewers is subject to the approval conditions of the applications. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any plans and specifications. The appropriate water and wastewater construction fees and franchise fee in effect shall be submitted with the applications.

The Subdivider/Owner acknowledges that the subdivision shall be subject to the applicable System Development Fees in effect at the time new water and/or sanitary sewer service connections are made or when a building permit is issued for new construction.

It is acknowledged that all fees stated above are subject to the Franchise Fee in effect at the time of payment.

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

A. Water

The subdivision water system will consist of new 12-inch water mains in Green Valley Drive, Avenue E and an 8-inch water main in Avenue D. The 12-inch water mains will connect to existing stubs that terminate at the subdivision boundaries. New water services will be installed to the public right-of-way boundary for all lots in Block 4 and Lots 6-10 (inclusive) of Block 5. Individual lot owners will be responsible for extending these services to their properties/buildings at the time of development. Lot 4 of Block 5 will connect to the water main located in Zimmerman Trail and will be constructed by the individual lot owner at the time of development. Lots 1 and 3 of Block 5 will connect to the existing service stub outs along Grand Avenue and Zimmerman Trail.

B. Sanitary Sewer

Sanitary Sewer service to the subdivision will be provided by connecting to the existing 12-inch inch sanitary sewer main stub out at the intersection of Grand Avenue and Green Valley Drive. The subdivision sanitary sewer system will consist of new 10-inch sanitary sewer main in Green Valley Drive to the intersection of Avenue E and Green Valley Drive, and new 8-inch sanitary sewer mains in Avenue E and Avenue D. The 10-inch sanitary sewer main will connect to an existing 12-inch sanitary sewer main stub out located in Green Valley Drive that currently terminates at the southern edge of the proposed subdivision. New sanitary sewer services will be installed to the public right-of-way boundary for all lots in Block 4 and Lots 6-10 (inclusive) of Block 5. Individual lot owners will be responsible for extending these services to their properties/buildings at the time of development. Lots 4 and 5 of Block 5 will connect to the existing sewer main located in Zimmerman Trail or Avenue E and will be constructed by the individual lot owners at the time of development. Lots 1 and 3 of Block 5 will connect to the existing service stub outs along Grand Avenue and Zimmerman Trail.

C. Power, Telephone, Gas, and Cable Television

Private utility facilities currently exist to serve the subdivision. Power, natural gas, telephone, and cable will all be located within the right-of-way and utility easements shown on the plat.

VII. PARKS/OPEN SPACE

A parkland dedication is not required for this subdivision per 76-3-621(3)(b) MCA as all the parcels are nonresidential.

VIII. IRRIGATION

Irrigation laterals exist on the subdivision for use on the site. No water shares have been transferred to the individual lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners unless otherwise

noted herein. All water shares associated with the property will be transferred to the Owner's Association.

IX. SOILS/GEOTECHNICAL STUDY

A soils/geotechnical study has been performed for the subdivision. The reported dated July 7, 2017 is available for review at the City of Billings Planning Department. Lot owners and contractors/builders are encouraged to review the report and its recommendations.

X. PHASING IMPROVEMENTS

There are no intended phasing improvements.

XI. FINANCIAL GUARANTEES

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

XII. LEGAL PROVISIONS

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

ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

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

“SUBDIVIDER”

Billings Opportunities, LLC

By: _____

Title: _____

STATE OF MONTANA)
 : ss
County of)

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the _____ of *Billings Opportunities LLC*, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

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



CITY OF BILLINGS

WILLIAM A. COLE, MAYOR

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

July 23, 2018

Billings, Opportunities, LLC
P.O. Box 6000
Butte, MT 59702

Dear Property Owners:

On July 23, 2018, the Billings City Council conditionally approved the preliminary plat of Zimmerman Home Place Subdivision, 2nd Filing subject to the following conditions of approval:

1. To minimize effects on local services and enable more useable roadways, prior to final plat approval the applicants submitted TIS will be reviewed and approved by City of Billings Engineering Division outlining any additional requirements the developer needs to be responsible to construct. This review will also confirm or correct the contributions for street improvements from the developer listed in the SIA.
2. To minimize the effects on local services, prior to final plat approval the subdivider will provide a letter from the United States Postal Service acknowledging its agreement with the placement of mail delivery facilities in the subdivision.
3. To ensure the provision of easements for utilities, prior to final plat approval the subdivider shall provide utility easements on the final plat as requested by the private utility companies.
4. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
5. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

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

Sincerely,

William A. Cole, Mayor

Pc: Performance Engineering, LLC

Regular City Council Meeting

Meeting Date: 07/23/2018

TITLE: Final Plat of Falcon Ridge Estates Subdivision, 3rd Filing

PRESENTED BY: Wyeth Friday

Department: Planning & Community Services

Presentation: No

PROBLEM/ISSUE STATEMENT

The final plat for the Falcon Ridge Estates Subdivision, 3rd filing, is being presented to City Council for approval. This plat will create 35 lots from a 10.44 acre parcel of land. The parcel is generally located west of Molt Road and south of Masters Boulevard. The property is legally described as Lots 10A and 11A of Amended plats of Lots 10 and 15 and Lots 11-14, Block 4, of Falcon Ridge Subdivision, 1st Filing. The parcel is zoned Residential Multi-Family Restricted (RMF-R). The owner is Falcon Ridge I, LLC, and the representing agent is Sanderson Stewart. Staff has reviewed the final plat application and determined that all conditions of preliminary plat approval have been met. Upon City Council approval, these documents are appropriate as to form for filing with the Clerk and Recorder.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the final plat of Falcon Ridge Estates Subdivision, 3rd Filing; or
- Disapprove the final plat of Falcon Ridge Estates Subdivision, 3rd Filing. If the City Council chooses to deny the final plat, it must base the denial on the criteria outlined in MCA, Section 76-3-611 and BMCC, Section 23-307.

FINANCIAL IMPACT

Should the City Council approve the final plat, the newly created lots may be developed, increasing the tax and assessment revenues for the City while also generating service demands.

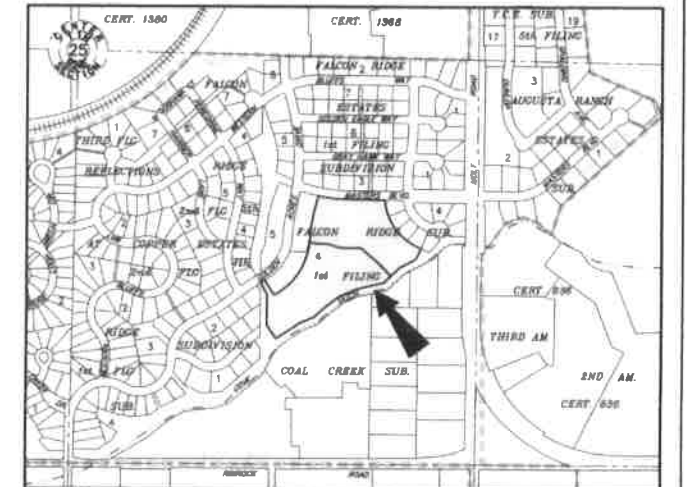
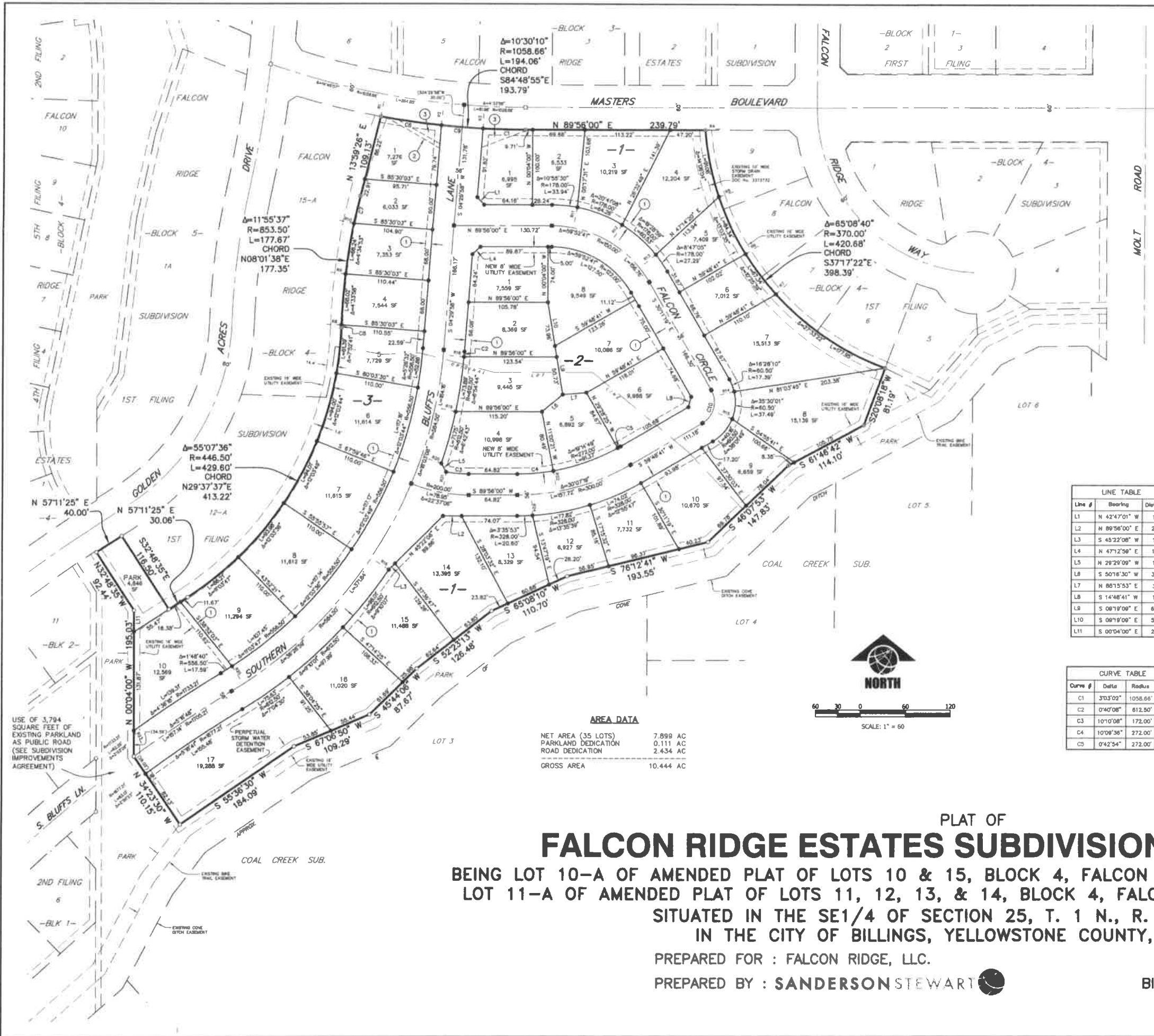
RECOMMENDATION

Staff recommends that the City Council approve the final plat of Falcon Ridge Estates Subdivision, 3rd Filing.

APPROVED BY CITY ADMINISTRATOR

Attachments

Final Plat
SIA



VICINITY MAP
NOT TO SCALE

BASIS OF BEARING: PLAT OF FALCON RIDGE SUBDIVISION, FIRST FILING

- FOUND SURVEY MONUMENT, REBAR WITH YELLOW CAP MARKED "ENGINEERING INC 8377-S"
- FOUND SURVEY MONUMENT, REBAR WITH YELLOW CAP MARKED "SANDERSON STEWART 18972LS"
- SET 5/8" X 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART"
- FOUND MONUMENT BOX
- SET INTERSECTION MONUMENT, 5/8"x18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART BILLINGS MT." WILL BE REPLACED WITH BRASS CAP MONUMENT BOX UPON COMPLETION OF STREET IMPROVEMENTS.
- ① NEW 8' WIDE UTILITY EASEMENT
- ② NEW 5' WIDE SIGN EASEMENT
- ③ 60'x25' CLEAR VISION ZONE

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

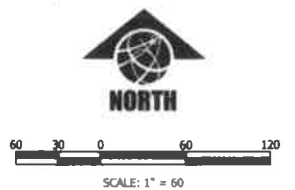
Line #	Bearing	Distance
L1	N 42°47'01" W	13.57'
L2	N 89°56'00" E	25.00'
L3	S 45°22'08" W	11.74'
L4	N 47°2'59" E	14.89'
L5	N 29°29'09" W	13.18'
L6	S 50'16"30" W	35.93'
L7	N 88°15'53" E	31.72'
L8	S 14°48'41" W	14.14'
L9	S 08°19'09" E	65.68'
L10	S 08°19'09" E	59.02'
L11	S 00°04'00" E	28.80'

Curve #	Delta	Radius	Length	Curve #	Delta	Radius	Length
C1	370°02"	1058.66'	58.36'	C8	425°18"	1058.66'	81.89'
C2	0°40'08"	812.50'	7.15'	C7	1°32'14"	853.50'	37.79'
C3	10°10'08"	172.00'	30.55'	C8	0°14'33"	853.50'	3.61'
C4	10°08'38"	272.00'	48.23'	C9	3°01'52"	1058.66'	56.01'
C5	0°42'54"	272.00'	3.39'	C10	90°00'00"	32.50'	51.05'

Radial #	Bearing	Radial #	Bearing
R1	N 102°26'10" E	R13	S 51°01'37" W
R2	N 08°00'54" E	R14	N 78°18'51" E
R3	N 02°59'02" E	R15	N 88°13'08" W
R4	N 85°16'57" E	R16	N 56°24'32" W
R5	N 71°03'53" E	R17	S 36°18'37" E
R6	N 58°07'18" E	R18	N 84°49'54" W
R7	N 47°41'39" E	R19	N 77°55'10" W
R8	S 87°41'38" E	R20	N 71°12'27" W
R9	S 83°07'40" E	R21	N 10°08'08" E
R10	S 78°32'48" E	R22	N 10°13'36" W
R11	S 103°1'30" W	R23	S 35°38'14" E
R12	S 31°32'38" W	R24	N 03°39'53" W
		R25	N 32°48'35" W

AREA DATA

NET AREA (35 LOTS)	7.899 AC
PARKLAND DEDICATION	0.111 AC
ROAD DEDICATION	2.434 AC
GROSS AREA	10.444 AC



PLAT OF
FALCON RIDGE ESTATES SUBDIVISION, THIRD FILING
 BEING LOT 10-A OF AMENDED PLAT OF LOTS 10 & 15, BLOCK 4, FALCON RIDGE SUBDIVISION, 1ST FILING AND
 LOT 11-A OF AMENDED PLAT OF LOTS 11, 12, 13, & 14, BLOCK 4, FALCON RIDGE SUBDIVISION, 1ST FILING
 SITUATED IN THE SE1/4 OF SECTION 25, T. 1 N., R. 24 E., P.M.M.,
 IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA
 PREPARED FOR : FALCON RIDGE, LLC. MARCH, 2018
 PREPARED BY : SANDERSON STEWART BILLINGS, MONTANA

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

SUBDIVISION IMPROVEMENTS AGREEMENT FALCON RIDGE ESTATES SUBDIVISION, THIRD FILING

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

SUBDIVISION IMPROVEMENTS AGREEMENT FALCON RIDGE ESTATES SUBDIVISION, THIRD FILING

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

WITNESSETH:

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

WHEREAS, at a meeting held on the 28th day of November, 2017, by the Yellowstone County Board of Planning, the Board recommended for approval, subject to certain conditions, an area known as Falcon Ridge Estates Subdivision, Third Filing, and

WHEREAS, at a regular meeting held on the 18th day of December, 2017, the City Council approved, subject to certain conditions, a preliminary plat of Falcon Ridge Estates Subdivision, Third Filing; and

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

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

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

I. VARIANCES

Subdivider requests no variances.

II. CONDITIONS THAT RUN WITH THE LAND

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

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

III. TRANSPORTATION

A. Streets

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

B. Sidewalks

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

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

C. Street Lighting

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

D. Traffic Control Devices

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

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

E. Access

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

F. Billings Area Bikeway and Trail Master Plan

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

G. Public Transit

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

IV. EMERGENCY SERVICES

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

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

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

At a minimum, the following is required:

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

V. STORM DRAINAGE

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

VI. UTILITIES

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

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

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

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

A. Water

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

B. Sanitary Sewer

Service to the subdivision will be from the existing 8-inch sanitary sewer stub located in Southern Bluffs Lane and from an existing 8-inch sanitary

sewer main located in Masters Boulevard. Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. Each lot shall be provided with its own service and twin home lots will receive two individual sewer services. All sanitary sewer construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality, and will be approved by the Public Works Department.

C. Power, Telephone, Gas, and Cable Television

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

VII. PARKS/OPEN SPACE

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

The Southern Bluffs Lane public road improvements will be extended from Falcon Ridge Estates Subdivision, Second Filing, through existing parkland and to this development. As contemplated by the City with previous filings, the extension of a public road and utilities through existing parkland will be achieved by exchanging a new portion of dedicated parkland for the use of the Southern Bluffs Lane portion of existing parkland for public road. With this development, a new 4,846 square feet of parkland will be dedicated and is located adjacent to the existing parkland near Golden Acres Drive as shown in Exhibit A. The 4,846 square feet of new parkland is currently landscaped, irrigated and maintained by the City Parks Department. The 4,846 square feet of new park will be exchanged for the use of the existing 3,794 square feet of parkland, where Southern Bluffs Lane will be located, as a public road with utilities. The exchange will result in a net gain of 1,052 square feet of useable City Park.

VIII. HOMEOWNER'S ASSOCIATION

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

A. Contact Information

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

B. Stormwater Drainage Facilities

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

IX. SOILS/GEOTECHNICAL STUDY

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

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

Recommendations from the report include:

1. Approximately 6-inches of surface soils should be stripped and removed from the site, or stockpiled for use in non-structural areas.
2. Fill should be placed and compacted to a minimum of 97 percent relative compaction, in accordance with the ASTM D698 compaction test method.
3. Provide positive drainage away from residences.
4. Street subgrade, utility trenches, parking areas and concrete flatwork subgrade should be placed at a minimum of 97 percent of ASTM D698.

5. A large track hoe or specialized equipment may be required during foundation excavations, depending on the location and depth of the excavation. The boring logs should be reviewed for conditions across the site.
6. Due to the hydro-collapse and settlement potential of native soils on this site, plants should not be placed within three feet of foundations. Care should be taken with the landscaping not to create drainage obstructions, such as concrete curbing, which will collect and retain water near the foundations.
7. As noted in the Rimrock Engineering, Inc. October 25, 2017 report, and in accordance with the International Residential Code, downspouts shall be extended beyond the backfill zone. Positive drainage away from all foundations should have minimum grade of approximately 10 percent for at least 10 feet from perimeter wall (in areas where sidewalk or paving do not immediately adjoin the structure). Sprinkler systems should not be installed within 10 feet of foundation walls. Landscaped irrigation adjacent to the foundation system should be minimized, eliminated, or strictly regulated.

X. FINANCIAL GUARANTEES

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

XI. LEGAL PROVISIONS

- A. Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by the City of Billings.
- B. The owners of the properties involved in this proposed subdivision, by signature subscribed herein below, agree, consent, and shall be bound by the provision of the agreement.
- C. The covenants, agreements, and all statements in this agreement apply to and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.

- D.** In the event it becomes necessary for either party to this agreement to retain an attorney to enforce any of the terms or conditions of this agreement or to give any notice required herein, then the prevailing party giving notice shall be entitled to reasonable attorney fees and costs.
- E.** Any amendments or modifications of this agreement or any provisions herein shall be made in writing and executed in the same manner as this original document, and shall after execution become a part of this agreement.
- F.** Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

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

“SUBDIVIDER”

FALCON RIDGE I, LLC

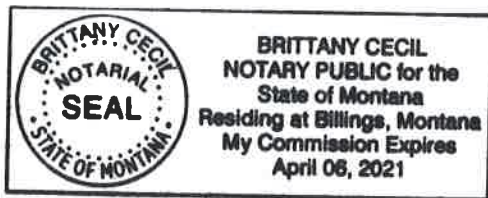
By: *Dennis J Buscher*

Its: *President*

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this 8th day of June, 2018, before me, a Notary Public in and for the State of Montana, personally appeared Dennis J Buscher, known to me to be the person who signed the foregoing instrument as the President of **FALCON RIDGE I, LLC**, and who acknowledged to me that said company executed the same.

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



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

This Agreement is hereby approved and accepted by City of Billings, this ___ day of _____, 20__.

“CITY”

CITY OF BILLINGS, MONTANA

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
 :SS
County of Yellowstone)

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

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

Approved as to Form:

City Attorney

WAIVER OF RIGHTS TO PROTEST

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and sole owner of the hereinafter described real property, do hereby waive the right to protest the formation of one or more special improvement districts(s) for a period of no more than 20 years after the date that the final subdivision plat is filed, the right to protest the formation of one or more special improvement district(s) for street light maintenance and energy, and for the construction of streets, street widening, sidewalks, survey monuments, street name signs, curb and gutter, street lights, driveways, traffic signals and traffic control devices, parks and park maintenance, trails, sanitary sewer lines, water lines, storm drains (either within or outside the area), and other improvements incident to the above which the City of Billings may require.

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

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

Falcon Ridge Estates Subdivision, Third Filing

“SUBDIVIDER”

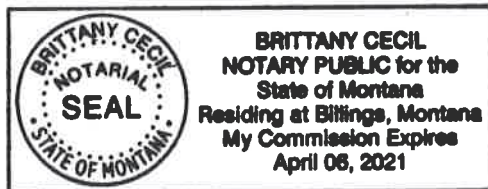
FALCON RIDGE I, LLC

By: Dennis J Buscher
Its: President

STATE OF MONTANA)
 : SS
County of Yellowstone)

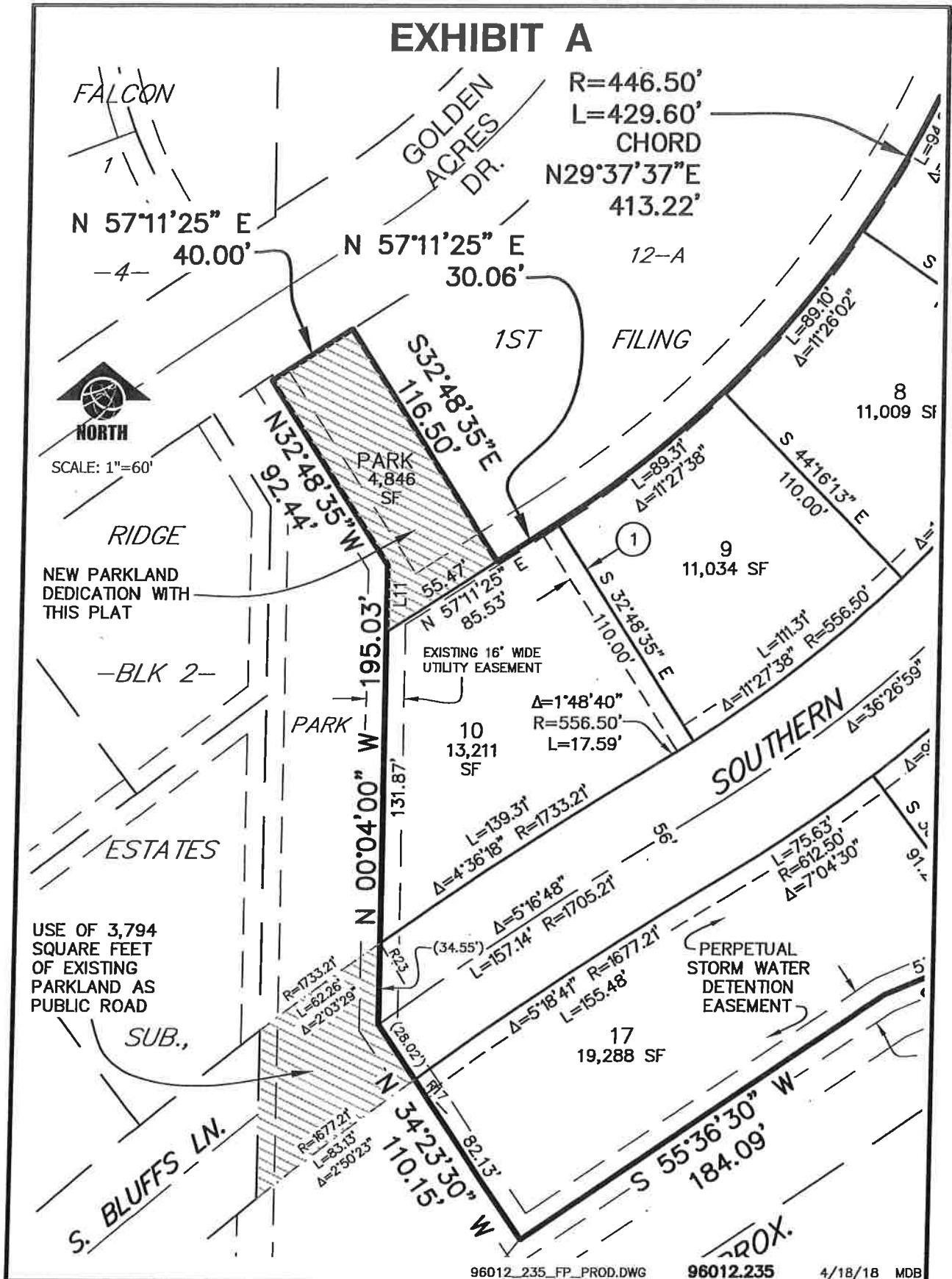
On this 9th day of June, 2018, before me, a Notary Public in and for the State of Montana, personally appeared Dennis J Buscher, known to me to be the person who signed the foregoing instrument as the President of **FALCON RIDGE I, LLC**, and who acknowledged to me that said company executed the same.

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



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

EXHIBIT A



Consent 1. L. 1.

Regular City Council Meeting

Meeting Date: 07/23/2018
TITLE: Payment of Claims June 18, 2018
PRESENTED BY: Andy Zoeller, Finance Director
Department: City Hall Administration
Presentation: No

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$1,811,952.53 have been audited and are presented for City Council payment approval. A complete listing of the claims dated June 18, 2018, is available in the Finance Department.

ALTERNATIVES ANALYZED

No other alternatives were analyzed.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that Council approve the Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

COUNCIL MEMO 06182018

Check Date	Check #	Name	Fund Name	Amount	Item Desc
06/18/2018	814170	360 Office Solutions Inc	Water	\$ 9,052.03	Replacement furniture
06/18/2018	814170	360 Office Solutions Inc	Wastewater	\$ 6,034.68	Replacement furniture
06/18/2018	814171	Ace Electric Inc	Water	\$ 3,375.00	44002; INSTALL CONDUITS IN SRVC CNTR BLDG
06/18/2018	814171	Ace Electric Inc	Wastewater	\$ 1,125.00	44002; INSTALL CONDUITS IN SRVC CNTR BLDG
06/18/2018	814177	Agilent Technologies Inc	Fire Grants	\$ 373,800.00	TOXIC AND HAZARDOUS PACKAGE.
06/18/2018	814177	Agilent Technologies Inc	Fire Grants	\$ 93,960.00	EXTENDED WARRANTY
06/18/2018	814177	Agilent Technologies Inc	Fire Grants	\$ -	TRAINING AND ONGOING SUPPORT
06/18/2018	814177	Agilent Technologies Inc	Fire Grants	\$(107,760.00)	APPLIED DISCOUNT
06/18/2018	814180	Alfa Laval	Wastewater	\$ 3,723.57	CORRECTION; REFUND CHECK
06/18/2018	814186	Archie Cochrane	Public Safety	\$ 5,033.75	5246238
06/18/2018	814186	Archie Cochrane	Fleet	\$ 125.40	5246534 PO NUM 306169
06/18/2018	814186	Archie Cochrane	Transit	\$ 24.92	5247598
06/18/2018	814186	Archie Cochrane	Public Safety	\$ 276.92	5246303
06/18/2018	814186	Archie Cochrane	Fleet	\$ 127.64	5247139 PO NUM 306169
06/18/2018	814186	Archie Cochrane	Property Ins	\$ 5,674.21	Repairs to S/T Truck 1101.
06/18/2018	814186	Archie Cochrane	Public Safety	\$ 290.29	5246395
06/18/2018	814186	Archie Cochrane	Public Safety	\$ 35.00	5246395
06/18/2018	814186	Archie Cochrane	Public Safety	\$ 145.02	5246367
06/18/2018	814186	Archie Cochrane	Public Safety	\$ 118.66	5246485
06/18/2018	814186	Archie Cochrane	Public Safety	\$ 60.94	5246517
06/18/2018	814186	Archie Cochrane	Public Safety	\$ 118.66	5246534
06/18/2018	814186	Archie Cochrane	Public Safety	\$ 4.25	5246541
06/18/2018	814186	Archie Cochrane	Public Safety	\$ 276.92	5246692
06/18/2018	814186	Archie Cochrane	Public Safety	\$ 93.56	5246855
06/18/2018	814186	Archie Cochrane	Public Safety	\$ 26.48	5246941
06/18/2018	814186	Archie Cochrane	Public Safety	\$ 30.68	5247023
06/18/2018	814186	Archie Cochrane	Public Safety	\$ 28.77	5247041
06/18/2018	814186	Archie Cochrane	Public Safety	\$ 17.93	5247043
06/18/2018	814186	Archie Cochrane	Public Safety	\$ 118.66	5247139
06/18/2018	814186	Archie Cochrane	Public Safety	\$ (800.00)	5247216
06/18/2018	814187	Askin Construction LLC	Gas Tax	\$ 76,067.30	WO 18-10 Poet Streets - Overlay & Curb
06/18/2018	814191	Beartooth Fire Protection	Public Safety	\$ 4,288.00	PANT: LION APPARAL
06/18/2018	814191	Beartooth Fire Protection	Public Safety	\$ 5,380.00	COAT: LION APPARAL
06/18/2018	814194	Big Sky Linen & Uniform	Water	\$ 209.58	MAY 2018 UNIFORM FEES

Check Date	Check #	Name	Fund Name	Amount	Item Desc
06/18/2018	814194	Big Sky Linen & Uniform	Water	\$ 32.83	MAY 2018 UNIFORM FEES
06/18/2018	814194	Big Sky Linen & Uniform	Water	\$ 657.78	MAY 2018 UNIFORM FEES
06/18/2018	814194	Big Sky Linen & Uniform	Water	\$ 390.60	MAY 2018 UNIFORM FEES
06/18/2018	814194	Big Sky Linen & Uniform	Wastewater	\$ 10.10	MAY 2018 UNIFORM FEES
06/18/2018	814194	Big Sky Linen & Uniform	Wastewater	\$ 630.47	MAY 2018 UNIFORM FEES
06/18/2018	814194	Big Sky Linen & Uniform	Wastewater	\$ 260.40	MAY 2018 UNIFORM FEES
06/18/2018	814194	Big Sky Linen & Uniform	Public Safety	\$ 44.72	MAY2018/LINEN SERVICE - FIRE STATIONS AND 911
06/18/2018	814194	Big Sky Linen & Uniform	Public Safety	\$ 267.71	MAY2018/LINEN SERVICE - FIRE STATIONS AND 911
06/18/2018	814206	Business Tax Section	Water	\$ 305.33	Replace voltage metering and surge protection
06/18/2018	814206	Business Tax Section	Wastewater	\$ 601.70	Belknap Service Center HVAC
06/18/2018	814206	Business Tax Section	Wastewater	\$ 156.85	Belknap Office Remodel
06/18/2018	814206	Business Tax Section	Water	\$ 235.29	Belknap Office Remodel
06/18/2018	814206	Business Tax Section	Water	\$ 1,286.21	Central Ave - 32nd St West to Shiloh
06/18/2018	814206	Business Tax Section	Water	\$ 902.54	Belknap Service Center HVAC,1 WO1722 Corval
06/18/2018	814206	Business Tax Section	Gas Tax	\$ 768.36	Poet Streets - Overlay & Curb
06/18/2018	814206	Business Tax Section	Tax Increment South	\$ 116.17	Business tax on the construction of Optimist parking lot
06/18/2018	814206	Business Tax Section	Property Ins	\$ 79.50	1% CONTRACTOR'S GROSS RECEIPTS
06/18/2018	814206	Business Tax Section	Wastewater	\$ 69.14	WO 16-05 Central Ave - 32nd St West to Shiloh
06/18/2018	814206	Business Tax Section	Arterial Streets	\$ 2,943.71	WO 16-05 Central Ave - 32nd St West to Shiloh
06/18/2018	814211	CMG Construction LLC	Arterial Streets	\$ 291,426.87	WO 16-05 Central Ave - 32nd St West to Shiloh
06/18/2018	814211	CMG Construction LLC	Wastewater	\$ 6,845.54	WO 16-05 Central Ave - 32nd St West to Shiloh
06/18/2018	814211	CMG Construction LLC	Tax Increment South	\$ 11,500.93	Construction at Optimist Park
06/18/2018	814211	CMG Construction LLC	Water	\$ 127,334.41	WO 16-05 Central Ave - 32nd St West to Shiloh
06/18/2018	814213	Cole-Parmer Instrument Co	Water	\$ 3,999.94	285438; SPECTRO CAL KIT- WTP
06/18/2018	814217	Connoisseur Media LLC	Transit	\$ 3,999.00	May radio advertising
06/18/2018	814218	Cornelius	General	\$ 4,700.00	Maintenance on Rose Pool slides
06/18/2018	814219	Corval Constructors Inc	Water	\$ 89,351.86	WO 17-22 Belknap Service Center HVAC
06/18/2018	814219	Corval Constructors Inc	Wastewater	\$ 59,567.90	WO 17-22 Belknap Service Center HVAC
06/18/2018	814222	Crane Tech Services	Wastewater	\$ 2,625.00	25226; ANNUAL INSPECTION FEES ON CRANE R
06/18/2018	814223	Creative Monograms	Wastewater	\$ 10.00	77637; LAPTOP PATCH- SPECIAL USE
06/18/2018	814223	Creative Monograms	Water	\$ 30.00	77706; WQ PATCHES FOR NEW SHIRTS
06/18/2018	814223	Creative Monograms	Wastewater	\$ 30.00	77706; WQ PATCHES FOR NEW SHIRTS
06/18/2018	814223	Creative Monograms	Public Safety	\$ 100.00	LOGO ON WILDLAND COVERALLS
06/18/2018	814223	Creative Monograms	Transit	\$ 7,179.62	New uniforms for Drivers per contract

Check Date	Check #	Name	Fund Name	Amount	Item Desc
06/18/2018	814223	Creative Monograms	Transit	\$ 2,723.38	New uniforms for Drivers per contract
06/18/2018	814233	Dixie Petro-Chem	Water	\$ 822.00	Bulk Chlorine for WTP
06/18/2018	814233	Dixie Petro-Chem	Water	\$ 3,592.00	Bulk Chlorine for WTP
06/18/2018	814233	Dixie Petro-Chem	Water	\$ 3,592.00	Bulk Chlorine for WTP
06/18/2018	814240	Energy Laboratories Inc	Wastewater	\$ 1,950.00	Influent and Effluent testing
06/18/2018	814240	Energy Laboratories Inc	Water	\$ 4,645.00	157022;PWS FULL TEST & SPECTRUM LOCATION
06/18/2018	814240	Energy Laboratories Inc	Water	\$ 355.00	158256; PARAMETER TESTS
06/18/2018	814240	Energy Laboratories Inc	Water	\$ 520.00	159020; LOCATION ANALYSIS TESTS
06/18/2018	814240	Energy Laboratories Inc	Wastewater	\$ 835.00	160115; BIOSOLIDS TEST
06/18/2018	814244	Fisher Construction, Inc	Water	\$ 4,985.00	182015-1; PAINTING, BASE, CORNER GUARDS
06/18/2018	814244	Fisher Construction, Inc	Wastewater	\$ 15,528.75	WO 18-12 Belknap Office Remodel;2F WO1812 Fisher
06/18/2018	814244	Fisher Construction, Inc	Water	\$ 23,293.11	WO 18-12 Belknap Office Remodel;2F WO1812 Fisher
06/18/2018	814256	Hardy Construction Co.	Property Ins	\$ 7,870.50	REPAIR FIRE STATION WALL AND DOOR JAM
06/18/2018	814259	HDR, Inc.	Water	\$ 26,849.98	Integrated Water Plan
06/18/2018	814261	I-State Truck, Inc.	Solid Waste	\$ 179.84	C251243446.01
06/18/2018	814261	I-State Truck, Inc.	Fleet	\$ 59.00	C251243690.01 PO NUM 306153
06/18/2018	814261	I-State Truck, Inc.	Water	\$ 77,566.20	Dump Truck w/Snow Plow Assembly and Sander
06/18/2018	814261	I-State Truck, Inc.	Wastewater	\$ 51,710.80	Dump Truck w/Snow Plow Assembly and Sander
06/18/2018	814261	I-State Truck, Inc.	Solid Waste	\$ 565.94	C251243446.01
06/18/2018	814261	I-State Truck, Inc.	Fleet	\$ 117.07	C251243446.01 PO NUM 306153
06/18/2018	814261	I-State Truck, Inc.	Solid Waste	\$ 64.15	C251243448.02
06/18/2018	814261	I-State Truck, Inc.	Solid Waste	\$ 93.20	C251243891.01
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 15.58	34746903
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 42.86	34746903
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 54.99	34746904
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 1,083.38	34746904
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 240.99	34746904
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 15.34	34746902
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 54.50	34746902
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 15.93	34774131
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 14.74	34774131
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 96.00	34746906
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 15.93	34774130
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 16.51	34746905

Check Date	Check #	Name	Fund Name	Amount	Item Desc
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 15.34	34900205
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 16.49	34900205
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 16.52	34900206
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 17.29	34824614
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 4.79	34833299
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 15.34	34833300
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 141.19	348246113
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 34.78	348246113
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 27.59	348246113
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 10.19	348246+12
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 90.89	348246+12
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 18.35	348246+12
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 37.72	348246+12
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 4.17	348246+12
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 31.86	34774132
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 9.32	34824611
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 15.92	34746900
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 17.08	34746900
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 197.26	34746901
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 43.22	34746901
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 17.10	34900207
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 16.52	34900207
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 27.49	24900208
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 15.34	24900208
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 3.59	34941147
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 18.60	34941148
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 15.92	34941149
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 16.52	34941149
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 25.50	34941150
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 545.20	34941151
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 7.79	34963690
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 35.99	34963691
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 20.40	34963692
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 149.90	34981600

Check Date	Check #	Name	Fund Name	Amount	Item Desc
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 8.99	34981601
06/18/2018	814264	Ingram Library Services Inc.	Library	\$ 10.17	34833301
06/18/2018	814265	Jack Henry & Associates Inc	Water	\$ 2,495.24	REMIT AND REMOTE DEPOSIT ANNUAL MAINT FEE
06/18/2018	814265	Jack Henry & Associates Inc	Wastewater	\$ 1,663.49	REMIT AND REMOTE DEPOSIT ANNUAL MAINT FEE
06/18/2018	814274	Kittelson & Associates Inc	City County Planning	\$ 11,618.77	Billings MPO Travel Demand Model
06/18/2018	814280	KTVQ Communications, Inc.	General	\$ 660.00	Advertising for recreation programs - 123091-
06/18/2018	814280	KTVQ Communications, Inc.	General	\$ 400.00	Advertising for recreation programs-128093-1
06/18/2018	814280	KTVQ Communications, Inc.	General	\$ 2,000.00	Advertising on KTVQ
06/18/2018	814280	KTVQ Communications, Inc.	General	\$ 1,200.00	Advertising for recreation programs - 123086-1
06/18/2018	814282	L N Curtis	Public Safety	\$ 830.00	5280GL SHELBY FIRE GLOVES, LARGE
06/18/2018	814282	L N Curtis	Public Safety	\$ 28.00	SHIPPING
06/18/2018	814282	L N Curtis	Public Safety	\$ 147.00	H-A TFT ADAPTER 2.5"NH F X 1.5"NH M
06/18/2018	814282	L N Curtis	Public Safety	\$ 1,598.00	NOZZLE WITH SHUT OFF
06/18/2018	814303	Morrison Maierle Inc	Airport	\$ 13,444.79	AIP-56 Terminal Expansion Project Preliminary Design
06/18/2018	814303	Morrison Maierle Inc	Airport	\$ 121,003.15	AIP-56 Terminal Expansion Project Preliminary Design
06/18/2018	814312	Northwest Scientific Inc	Water	\$ 198.10	5106550 PETRI DISH SUPPLIES WTP
06/18/2018	814312	Northwest Scientific Inc	Wastewater	\$ 4,902.69	5109595; WASHER- EQPMNT
06/18/2018	814313	NorthWestern Energy	Library	\$ 7,181.67	3039007-4 June 2018 power bill
06/18/2018	814313	NorthWestern Energy	Wastewater	\$ 109.15	1175972-7 JUNE 2018 MO SRVC FEES
06/18/2018	814313	NorthWestern Energy	Water	\$ 213.04	1920951-9 JUNE 2018 SRVC FEES
06/18/2018	814313	NorthWestern Energy	Water	\$ 681.26	2082903-2 JUNE 2018 MO SRVC FEES
06/18/2018	814313	NorthWestern Energy	Airport	\$ 125.02	0712535-4. Employee Parking. June 2018
06/18/2018	814313	NorthWestern Energy	Public Safety	\$ 324.93	0100477-9: FIRE 6 MONTHLY ELECTRICAL SERVICE
06/18/2018	814313	NorthWestern Energy	Water	\$ 582.79	0100478-7
06/18/2018	814313	NorthWestern Energy	Wastewater	\$ 63,017.65	0100591-7
06/18/2018	814313	NorthWestern Energy	General	\$ 56.00	0712539-6
06/18/2018	814313	NorthWestern Energy	Airport	\$ 17.96	0712795-4. Gate 17. June 2018
06/18/2018	814313	NorthWestern Energy	Transit	\$ 328.23	0719225-5
06/18/2018	814313	NorthWestern Energy	Public Safety	\$ 8.04	0712532-1
06/18/2018	814313	NorthWestern Energy	General	\$ 543.21	0712538-8
06/18/2018	814313	NorthWestern Energy	Airport	\$ 18.08	0712791-3. Gate 16. June 2018
06/18/2018	814313	NorthWestern Energy	Wastewater	\$ 154.13	EA Electricity 3243625-5
06/18/2018	814313	NorthWestern Energy	Transit	\$ 2,832.86	Electricity at Metroplex 4/24/18 to 5/23/18
06/18/2018	814313	NorthWestern Energy	Airport	\$ 17.58	0712797-0. Gate 9. June 2018

Check Date	Check #	Name	Fund Name	Amount	Item Desc
06/18/2018	814313	NorthWestern Energy	Public Safety	\$ 261.02	0720817-6
06/18/2018	814313	NorthWestern Energy	General	\$ 554.11	0720841-6
06/18/2018	814313	NorthWestern Energy	Airport	\$ 7.43	0712813-5. Burn Pit. June 2018
06/18/2018	814313	NorthWestern Energy	Water	\$ 9.44	0722249-0
06/18/2018	814313	NorthWestern Energy	General	\$ 69.71	0813489-2
06/18/2018	814313	NorthWestern Energy	Airport	\$ 16.74	0719759-3. Gate 12. June 2018
06/18/2018	814313	NorthWestern Energy	General	\$ 222.23	0722256-5
06/18/2018	814313	NorthWestern Energy	Water	\$ 190.86	1142253-2
06/18/2018	814313	NorthWestern Energy	Airport	\$ 2,411.37	0719543-1. Parking Lot Lights. June 2018
06/18/2018	814313	NorthWestern Energy	General	\$ 5.97	0722253-2
06/18/2018	814313	NorthWestern Energy	Parks Maintenance	\$ 7.06	0881455-0
06/18/2018	814313	NorthWestern Energy	Airport	\$ 18.70	0719760-1. Gate 14. June 2018
06/18/2018	814313	NorthWestern Energy	General	\$ 8.08	0722258-1
06/18/2018	814313	NorthWestern Energy	Water	\$ 5.85	1160807-2
06/18/2018	814313	NorthWestern Energy	Airport	\$ 19.18	0719761-9. Gate 15. June 2018
06/18/2018	814313	NorthWestern Energy	General	\$ 15.96	0722259-9
06/18/2018	814313	NorthWestern Energy	General	\$ 258.63	1191404-1
06/18/2018	814313	NorthWestern Energy	General	\$ 56.85	1849408-8
06/18/2018	814313	NorthWestern Energy	Parks Maintenance	\$ 6.57	0722272-2
06/18/2018	814313	NorthWestern Energy	Airport	\$ 16.49	0720296-3. Gate 29. June 2018
06/18/2018	814313	NorthWestern Energy	General	\$ 9.87	0722272-2
06/18/2018	814313	NorthWestern Energy	Airport	\$ 18.33	0719762-7. Gate 13. June 2018
06/18/2018	814313	NorthWestern Energy	Water	\$ 2,499.67	0722270-6
06/18/2018	814313	NorthWestern Energy	Building Inspection	\$ 43.76	1569631-3
06/18/2018	814313	NorthWestern Energy	General	\$ 40.14	1904944-4
06/18/2018	814313	NorthWestern Energy	Airport	\$ 18.90	2114868-9. Runway Weather System. June 2018
06/18/2018	814313	NorthWestern Energy	Airport	\$ 5.85	0712805-1. IP-10. June 2018
06/18/2018	814313	NorthWestern Energy	General	\$ 85.99	0722273-0
06/18/2018	814313	NorthWestern Energy	Parks Maintenance	\$ 0.87	1948667-9
06/18/2018	814313	NorthWestern Energy	General	\$ 39.69	0722277-1
06/18/2018	814313	NorthWestern Energy	General	\$ 5.85	3178260-0
06/18/2018	814313	NorthWestern Energy	General	\$ 110.56	0722275-5
06/18/2018	814313	NorthWestern Energy	General	\$ 13.27	0722274-8
06/18/2018	814313	NorthWestern Energy	Parks Maintenance	\$ 5.12	2055817-7

Check Date	Check #	Name	Fund Name	Amount	Item Desc
06/18/2018	814313	NorthWestern Energy	General	\$ 5.97	0722281-3
06/18/2018	814313	NorthWestern Energy	General	\$ 5.97	0722280-5
06/18/2018	814313	NorthWestern Energy	General	\$ 16.92	0722279-7
06/18/2018	814313	NorthWestern Energy	General	\$ 32.82	0722278-9
06/18/2018	814313	NorthWestern Energy	Parks Maintenance	\$ 5.97	0723394-3
06/18/2018	814313	NorthWestern Energy	Parks Maintenance	\$ 7.72	0723385-1
06/18/2018	814313	NorthWestern Energy	Parks Maintenance	\$ 7.72	0723386-9
06/18/2018	814313	NorthWestern Energy	Parks Maintenance	\$ 7.72	0723387-7
06/18/2018	814313	NorthWestern Energy	Parks Maintenance	\$ 7.72	0723388-5
06/18/2018	814313	NorthWestern Energy	General	\$ 3.80	0723391-9
06/18/2018	814313	NorthWestern Energy	Parks Maintenance	\$ 2.54	0723391-9
06/18/2018	814313	NorthWestern Energy	Parks Maintenance	\$ 7.72	0723392-7
06/18/2018	814313	NorthWestern Energy	Parks Maintenance	\$ 6.59	0723393-5
06/18/2018	814313	NorthWestern Energy	Parks Maintenance	\$ 5.97	0723395-0
06/18/2018	814313	NorthWestern Energy	Parks Maintenance	\$ 5.97	0723396-8
06/18/2018	814313	NorthWestern Energy	Parks Maintenance	\$ 5.97	0723397-6
06/18/2018	814313	NorthWestern Energy	Parks Maintenance	\$ 5.97	0723398-4
06/18/2018	814313	NorthWestern Energy	Parks Maintenance	\$ 5.97	0723835-5
06/18/2018	814313	NorthWestern Energy	Parks Maintenance	\$ 8.08	0723836-3
06/18/2018	814313	NorthWestern Energy	Parks Maintenance	\$ 5.85	0723840-5
06/18/2018	814313	NorthWestern Energy	Wastewater	\$ 268.36	0723878-5
06/18/2018	814313	NorthWestern Energy	Parks Maintenance	\$ 190.45	0723879-3
06/18/2018	814313	NorthWestern Energy	Parks Maintenance	\$ 6.34	0723883-5
06/18/2018	814313	NorthWestern Energy	General	\$ 125.61	0723884-3
06/18/2018	814313	NorthWestern Energy	Parks Maintenance	\$ 6.59	0723885-0
06/18/2018	814313	NorthWestern Energy	General	\$ 17.80	0723887-6
06/18/2018	814313	NorthWestern Energy	General	\$ 105.92	0793134-8
06/18/2018	814313	NorthWestern Energy	Street/Traffic Oper	\$ 6.09	0855404-0
06/18/2018	814313	NorthWestern Energy	General	\$ 41.08	0920801-8
06/18/2018	814313	NorthWestern Energy	Parks Maintenance	\$ 43.82	0971824-8
06/18/2018	814313	NorthWestern Energy	General	\$ 14.16	0978917-3
06/18/2018	814313	NorthWestern Energy	General	\$ 56.75	0999807-1
06/18/2018	814313	NorthWestern Energy	Radio	\$ 138.59	1006915-1
06/18/2018	814313	NorthWestern Energy	Parks Maintenance	\$ 0.56	1045813-1

Check Date	Check #	Name	Fund Name	Amount	Item Desc
06/18/2018	814313	NorthWestern Energy	Street/Traffic Oper	\$ 17.87	1045820-6
06/18/2018	814313	NorthWestern Energy	General	\$ 133.73	1141284-8
06/18/2018	814313	NorthWestern Energy	General	\$ 6.09	1156527-2
06/18/2018	814313	NorthWestern Energy	General	\$ 307.75	1160780-1
06/18/2018	814313	NorthWestern Energy	Public Safety	\$ 1,622.14	1183483-5
06/18/2018	814313	NorthWestern Energy	General	\$ 5.85	1230066-1
06/18/2018	814313	NorthWestern Energy	Street/Traffic Oper	\$ 5.85	1242222-6
06/18/2018	814313	NorthWestern Energy	Parks Maintenance	\$ 43.73	1312707-1
06/18/2018	814313	NorthWestern Energy	Water	\$ 4.10	1346673-5
06/18/2018	814313	NorthWestern Energy	Parks Maintenance	\$ 43.05	1396192-5
06/18/2018	814313	NorthWestern Energy	General	\$ 43.05	1409394-2
06/18/2018	814313	NorthWestern Energy	Parks Maintenance	\$ 50.53	1513796-1
06/18/2018	814313	NorthWestern Energy	Parks Maintenance	\$ 55.18	1513800-1
06/18/2018	814313	NorthWestern Energy	Parks Maintenance	\$ 18.45	1513802-7
06/18/2018	814313	NorthWestern Energy	Parks Maintenance	\$ 13.54	1513804-3
06/18/2018	814313	NorthWestern Energy	Parks Maintenance	\$ 6.83	1514388-6
06/18/2018	814313	NorthWestern Energy	Parks Maintenance	\$ 6.59	1564209-3
06/18/2018	814313	NorthWestern Energy	General	\$ 6.47	1588262-4
06/18/2018	814313	NorthWestern Energy	General	\$ 11.10	1635289-0
06/18/2018	814313	NorthWestern Energy	General	\$ 43.94	1692666-9
06/18/2018	814313	NorthWestern Energy	Wastewater	\$ 9.28	1704025-4
06/18/2018	814313	NorthWestern Energy	Wastewater	\$ 39.87	1704030-4
06/18/2018	814313	NorthWestern Energy	Street/Traffic Oper	\$ 10.63	1738989-1
06/18/2018	814313	NorthWestern Energy	Street/Traffic Oper	\$ 44.27	1797828-9
06/18/2018	814313	NorthWestern Energy	Water	\$ 6.34	1867265-9
06/18/2018	814313	NorthWestern Energy	General	\$ 7.20	1902257-3
06/18/2018	814313	NorthWestern Energy	General	\$ 45.24	1941243-6
06/18/2018	814313	NorthWestern Energy	Parks Maintenance	\$ 44.51	2041362-1
06/18/2018	814313	NorthWestern Energy	Street/Traffic Oper	\$ 6.96	2047000-1
06/18/2018	814313	NorthWestern Energy	Street/Traffic Oper	\$ 6.70	2047007-6
06/18/2018	814313	NorthWestern Energy	Street/Traffic Oper	\$ 6.70	2047010-0
06/18/2018	814313	NorthWestern Energy	Street/Traffic Oper	\$ 7.20	2047011-8
06/18/2018	814313	NorthWestern Energy	Street/Traffic Oper	\$ 6.96	2047013-4
06/18/2018	814313	NorthWestern Energy	Street/Traffic Oper	\$ 6.70	2047017-5

Check Date	Check #	Name	Fund Name	Amount	Item Desc
06/18/2018	814313	NorthWestern Energy	Street/Traffic Oper	\$ 7.31	2047018-3
06/18/2018	814313	NorthWestern Energy	Street/Traffic Oper	\$ 6.83	2047019-1
06/18/2018	814313	NorthWestern Energy	General	\$ 16.13	3020837-5
06/18/2018	814313	NorthWestern Energy	Public Safety	\$ 284.64	3448739-7
06/18/2018	814313	NorthWestern Energy	General	\$ 5.85	3477233-5
06/18/2018	814313	NorthWestern Energy	General	\$ 5.85	0723046-9
06/18/2018	814313	NorthWestern Energy	General	\$ 20.79	0723049-3
06/18/2018	814313	NorthWestern Energy	General	\$ 12.65	0723053-5
06/18/2018	814313	NorthWestern Energy	General	\$ 17.80	0723064-2
06/18/2018	814313	NorthWestern Energy	General	\$ 17.80	0723065-9
06/18/2018	814313	NorthWestern Energy	Wastewater	\$ 70.69	0723383-6
06/18/2018	814313	NorthWestern Energy	Parks Maintenance	\$ 5.97	0723384-4
06/18/2018	814313	NorthWestern Energy	General	\$ 43.28	0723039-4
06/18/2018	814313	NorthWestern Energy	General	\$ 5.97	0723025-3
06/18/2018	814313	NorthWestern Energy	General	\$ 84.72	0723005-5
06/18/2018	814313	NorthWestern Energy	General	\$ 267.02	0722995-8
06/18/2018	814313	NorthWestern Energy	General	\$ 6.34	0722976-8
06/18/2018	814313	NorthWestern Energy	General	\$ 51.36	0722901-6
06/18/2018	814313	NorthWestern Energy	General	\$ 8.04	0722852-1
06/18/2018	814313	NorthWestern Energy	General	\$ 8.08	0722862-0
06/18/2018	814313	NorthWestern Energy	General	\$ 16.92	0722808-3
06/18/2018	814313	NorthWestern Energy	General	\$ 5.97	0722284-7
06/18/2018	814313	NorthWestern Energy	General	\$ 5.97	0722283-9
06/18/2018	814319	Polydyne Inc	Wastewater	\$ 2,875.00	1247973 CHEM WRF
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 592.69	102418
06/18/2018	814321	Public Utilities	Airport	\$ 67.68	250828-Alpine Air-Maintenance
06/18/2018	814321	Public Utilities	Airport	\$ 41.75	250830-Hilsendeger Bldg
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 183.38	136082
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 107.32	136111
06/18/2018	814321	Public Utilities	Airport	\$ 67.44	250853-Aerotronics
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 34.56	136112
06/18/2018	814321	Public Utilities	Airport	\$ 114.76	250854-Marchi Hangar
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 70.94	136115
06/18/2018	814321	Public Utilities	Airport	\$ 57.31	250855-Marchi Office

Check Date	Check #	Name	Fund Name	Amount	Item Desc
06/18/2018	814321	Public Utilities	Airport	\$ 7,381.66	136516
06/18/2018	814321	Public Utilities	Airport	\$ 94.48	250857-MT State Lands DEQ/DNRC
06/18/2018	814321	Public Utilities	Airport	\$ 94.48	250849-Rocky Mountain College-EJC
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 40.38	136101
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 2,132.05	136103
06/18/2018	814321	Public Utilities	Airport	\$ 114.76	250850-US Postal Service Gate 15
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 108.45	136108
06/18/2018	814321	Public Utilities	Airport	\$ 134.88	250851-Edwards Jet Center 1691 Aviation Place
06/18/2018	814321	Public Utilities	Airport	\$ 94.16	250848-Edwards Jet Center 1871 Aviation Place
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 8.10	136100
06/18/2018	814321	Public Utilities	Airport	\$ 146.83	250847-UPS Gate 21
06/18/2018	814321	Public Utilities	Airport	\$ 142.96	250843-Airfield Maintenance Compactor
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 42.12	136096
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 70.15	136098
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 42.31	136099
06/18/2018	814321	Public Utilities	Airport	\$ 114.36	250845-Airfield Maintenance
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 572.92	136095
06/18/2018	814321	Public Utilities	Airport	\$ 6.30	250842-Executive Hangars USDA APHIS
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 74.97	136093
06/18/2018	814321	Public Utilities	Airport	\$ 88.18	250842-Executive Hangars
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 1,272.59	136091
06/18/2018	814321	Public Utilities	Airport	\$ 84.22	250836-West End T-Hangars
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 4,343.12	136092
06/18/2018	814321	Public Utilities	Airport	\$ 114.76	250840-Edwards Jet Center West
06/18/2018	814321	Public Utilities	General	\$ 44.52	136087
06/18/2018	814321	Public Utilities	Airport	\$ 47.08	250832-Corp Air/Alpine
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 725.88	136090
06/18/2018	814321	Public Utilities	Airport	\$ 286.58	250834-QTA
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 29.69	136087
06/18/2018	814321	Public Utilities	Airport	\$ 94.48	250831-Zone Dispatch-IP6 & IP7
06/18/2018	814321	Public Utilities	General	\$ 94.48	137793
06/18/2018	814321	Public Utilities	Airport	\$ 94.48	250858-Billings Fire Center-BLM
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 293.37	148074
06/18/2018	814321	Public Utilities	Airport	\$ 47.08	250859-TSA

Check Date	Check #	Name	Fund Name	Amount	Item Desc
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 508.44	148398
06/18/2018	814321	Public Utilities	Airport	\$ 1,075.25	251009-Terminal Compactor
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 108.45	148654
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 259.45	148423
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 0.64	148702
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 461.19	158252
06/18/2018	814321	Public Utilities	Facilities Mngmt	\$ 486.23	158260
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 1,765.17	163614
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 43.69	163944
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 46.88	164211
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 0.64	179987
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 31.25	177710
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 3.18	176577
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 3.61	175850
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 488.78	168362
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 10.23	166674
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 564.44	164212
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 639.06	236250
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 7.31	201942
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 203.23	192352
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 58.00	187900
06/18/2018	814321	Public Utilities	Wastewater	\$ 9.67	180645
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 19.16	180092
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 23.85	180091
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 156.93	180090
06/18/2018	814321	Public Utilities	Parks Maintenance	\$ 43.30	242652
06/18/2018	814329	Rolling Right Door Service	Public Safety	\$ 3,432.00	REPAIR DOOR / REPLACE PANEL SECTIONS
06/18/2018	814329	Rolling Right Door Service	Public Safety	\$ 420.02	FIRE6: REPLD CIRCUIT BOARD (LA L-3) FRONT DOOR
06/18/2018	814337	Shakespeare In The Parks	General	\$ 3,500.00	Annual Shakespeare in the Parks-Veterans Park
06/18/2018	814340	SHI International Corp	General	\$ 121.25	66 City IT NetMotion Maintenance
06/18/2018	814340	SHI International Corp	Building Inspection	\$ 606.25	66 City IT NetMotion Maintenance
06/18/2018	814340	SHI International Corp	Street/Traffic Oper	\$ 242.50	66 City IT NetMotion Maintenance
06/18/2018	814340	SHI International Corp	Water	\$ 60.63	66 City IT NetMotion Maintenance
06/18/2018	814340	SHI International Corp	Water	\$ 666.88	66 City IT NetMotion Maintenance

Check Date	Check #	Name	Fund Name	Amount	Item Desc
06/18/2018	814340	SHI International Corp	Water	\$ 121.25	66 City IT NetMotion Maintenance
06/18/2018	814340	SHI International Corp	Water	\$ 509.25	66 City IT NetMotion Maintenance
06/18/2018	814340	SHI International Corp	Water	\$ 363.75	66 City IT NetMotion Maintenance
06/18/2018	814340	SHI International Corp	Wastewater	\$ 339.50	66 City IT NetMotion Maintenance
06/18/2018	814340	SHI International Corp	Wastewater	\$ 242.50	66 City IT NetMotion Maintenance
06/18/2018	814340	SHI International Corp	Solid Waste	\$ 242.50	66 City IT NetMotion Maintenance
06/18/2018	814340	SHI International Corp	General	\$ 244.64	1-MS Office Standard -City Council Frank Ewalt
06/18/2018	814340	SHI International Corp	General	\$ 244.64	1-MS Office Standard -Linda Gerhart, Parks and Rec
06/18/2018	814340	SHI International Corp	Police Programs	\$ 244.64	1-MS Office Standard -Panasonic Toughpad
06/18/2018	814340	SHI International Corp	Public Safety	\$ 5,693.69	140 Public Safety NetMotion Maintenance
06/18/2018	814340	SHI International Corp	Public Safety	\$ 284.68	140 Public Safety NetMotion Maintenance
06/18/2018	814340	SHI International Corp	Public Safety	\$ 1,480.36	140 Public Safety NetMotion Maintenance
06/18/2018	814343	St Vincent Occupational Health	General	\$ 4,960.00	Drug Tests/DOT Physicals/On-site Nursing
06/18/2018	814343	St Vincent Occupational Health	General	\$ 95.00	Drug Tests/DOT Physicals/On-site Nursing
06/18/2018	814343	St Vincent Occupational Health	Public Safety	\$ 965.00	Drug Tests/DOT Physicals/On-site Nursing
06/18/2018	814343	St Vincent Occupational Health	Water	\$ 40.00	Drug Tests/DOT Physicals/On-site Nursing
06/18/2018	814343	St Vincent Occupational Health	Water	\$ 89.40	Drug Tests/DOT Physicals/On-site Nursing
06/18/2018	814343	St Vincent Occupational Health	Wastewater	\$ 490.00	Drug Tests/DOT Physicals/On-site Nursing
06/18/2018	814343	St Vincent Occupational Health	Wastewater	\$ 59.60	Drug Tests/DOT Physicals/On-site Nursing
06/18/2018	814343	St Vincent Occupational Health	Solid Waste	\$ 285.00	Drug Tests/DOT Physicals/On-site Nursing
06/18/2018	814343	St Vincent Occupational Health	Airport	\$ 100.00	Drug Tests/DOT Physicals/On-site Nursing
06/18/2018	814343	St Vincent Occupational Health	Transit	\$ 285.00	Drug Tests/DOT Physicals/On-site Nursing
06/18/2018	814343	St Vincent Occupational Health	City Health Ins Fund	\$ 630.00	Drug Tests/DOT Physicals/On-site Nursing
06/18/2018	814350	Terracon Consultants	Engineering	\$ 341.25	Concrete testing BP-16-08101-01
06/18/2018	814350	Terracon Consultants	Water	\$ 4,990.00	TA56447 GPR INVESTIGATION
06/18/2018	814354	Titan Machinery Inc	Street/Traffic Oper	\$ 48.96	10832998
06/18/2018	814354	Titan Machinery Inc	Street/Traffic Oper	\$ 2,430.12	10840039
06/18/2018	814354	Titan Machinery Inc	Street/Traffic Oper	\$ 223.80	10832998
06/18/2018	814354	Titan Machinery Inc	Fleet	\$ 411.84	10852570 PO NUM 306161
06/18/2018	814354	Titan Machinery Inc	Street/Traffic Oper	\$ 640.46	10840042
06/18/2018	814354	Titan Machinery Inc	Street/Traffic Oper	\$ 640.46	10853064
06/18/2018	814354	Titan Machinery Inc	Street/Traffic Oper	\$ 95.80	10853064
06/18/2018	814358	Toter Incorporated	Solid Waste	\$ 30,235.43	Green Yardwaste barrels
06/18/2018	814359	Town & Country Supply Association	Airport	\$ 20,677.74	Invoice #308849. QTA Car Rental Fuel

Check Date	Check #	Name	Fund Name	Amount	Item Desc
06/18/2018	814359	Town & Country Supply Association	Fleet	\$ 6,730.36	308605 PO NUM 306167
06/18/2018	814359	Town & Country Supply Association	Public Safety	\$ 1,118.12	308665 FIRE1: DIESEL
06/18/2018	814359	Town & Country Supply Association	Fleet	\$ 23,257.50	308402 PO NUM 306170
06/18/2018	814359	Town & Country Supply Association	Fleet	\$ 9,055.90	308593 PO NUM 306167
06/18/2018	814359	Town & Country Supply Association	Fleet	\$ 4,915.68	308628 PO NUM 306163
06/18/2018	814359	Town & Country Supply Association	Public Safety	\$ 932.93	308665:FIRE1 UNLEADED
06/18/2018	814359	Town & Country Supply Association	Public Safety	\$ (0.01)	LESS DECIMAL PT CORRECTION
06/18/2018	814359	Town & Country Supply Association	Public Safety	\$ 621.18	308665 FIRE5: DIESEL
06/18/2018	814359	Town & Country Supply Association	Public Safety	\$ 380.16	308665 FIRE6: DIESEL
06/18/2018	814359	Town & Country Supply Association	Public Safety	\$ 496.94	308665 FIRE3: DIESEL
06/18/2018	814364	Tru Pipe, Inc	Storm Sewer	\$ 4,950.00	Camera Storm Drain Lines - Various locations;759
06/18/2018	814367	Twin Eagle Consulting LLC	Water	\$ 3,762.34	N2582-4RF08; CHASSIS FPR SCADA RADIO
06/18/2018	814382	Yellowstone County News	City County Planning	\$ 26.00	Invoice 93164
06/18/2018	814382	Yellowstone County News	General	\$ 23.00	Administration - April 2018
06/18/2018	814382	Yellowstone County News	General	\$ 11.50	Administration - April 2018
06/18/2018	814382	Yellowstone County News	General	\$ 11.50	Administration - April 2018
06/18/2018	814382	Yellowstone County News	General	\$ 29.00	Administration - April 2018
06/18/2018	814382	Yellowstone County News	General	\$ 23.00	Administration- March- 2018
06/18/2018	814382	Yellowstone County News	General	\$ 11.50	Administration- March- 2018
06/18/2018	814382	Yellowstone County News	General	\$ 11.50	Administration- March- 2018
06/18/2018	814382	Yellowstone County News	General	\$ 11.50	Administration- March- 2018
06/18/2018	814382	Yellowstone County News	General	\$ 46.00	Administration- March- 2018
06/18/2018	814382	Yellowstone County News	General	\$ 23.00	Administration - May 2018
06/18/2018	814382	Yellowstone County News	General	\$ 46.00	Administration - May 2018
06/18/2018	814382	Yellowstone County News	General	\$ 11.50	Administration - May 2018
06/18/2018	814382	Yellowstone County News	General	\$ 34.50	Administration - May 2018
06/18/2018	814382	Yellowstone County News	General	\$ 11.50	Administration - May 2018
06/18/2018	814382	Yellowstone County News	Airport	\$ 736.75	Airport - March 2018
06/18/2018	814382	Yellowstone County News	Transit	\$ 5.75	Airport - March 2018
06/18/2018	814382	Yellowstone County News	Airport	\$ 689.75	Airport - April 2018
06/18/2018	814382	Yellowstone County News	Transit	\$ 5.75	Airport - April 2018
06/18/2018	814382	Yellowstone County News	General	\$ 11.50	Animal Control - March 2018
06/18/2018	814382	Yellowstone County News	Airport	\$ 5.75	Airport - 2018
06/18/2018	814382	Yellowstone County News	Transit	\$ 5.75	Airport - 2018

Check Date	Check #	Name	Fund Name	Amount	Item Desc
06/18/2018	814382	Yellowstone County News	CDBG	\$ 227.00	Community Develop- March 2018
06/18/2018	814382	Yellowstone County News	CDBG	\$ 92.00	Community Develop - May 2018
06/18/2018	814382	Yellowstone County News	CDBG	\$ 57.50	Community Develop - May 2018
06/18/2018	814382	Yellowstone County News	Engineering	\$ 239.50	Engineering - April 2018
06/18/2018	814382	Yellowstone County News	Engineering	\$ 612.50	Engineering- March 2018
06/18/2018	814382	Yellowstone County News	Engineering	\$ 289.00	Engineering- May 2018
06/18/2018	814382	Yellowstone County News	Library	\$ 11.50	Library - March 2018
06/18/2018	814382	Yellowstone County News	Parking	\$ 11.50	Parking - March 2018
06/18/2018	814382	Yellowstone County News	Library	\$ 11.50	Library - April 2018
06/18/2018	814382	Yellowstone County News	General	\$ 11.50	Parks & Rec - April 2018
06/18/2018	814382	Yellowstone County News	General	\$ 149.50	Parks & Rec - March 2018
06/18/2018	814382	Yellowstone County News	Parking	\$ 12.00	Parking- May 2018
06/18/2018	814382	Yellowstone County News	Parking	\$ 63.50	Parking - April 2018
06/18/2018	814382	Yellowstone County News	Library	\$ 11.50	Library- May 2018
06/18/2018	814382	Yellowstone County News	Tax Increment South	\$ 23.00	Planning & Com- May 2018
06/18/2018	814382	Yellowstone County News	City County Planning	\$ 24.00	Planning & Com- May 2018
06/18/2018	814382	Yellowstone County News	City County Planning	\$ 231.50	Planning- May 2018
06/18/2018	814382	Yellowstone County News	Public Safety	\$ 57.50	Fire - May 2018
06/18/2018	814382	Yellowstone County News	Tax Increment South	\$ 23.00	Planning & Com- April 2018
06/18/2018	814382	Yellowstone County News	City County Planning	\$ 204.00	Planning & Com- April 2018
06/18/2018	814382	Yellowstone County News	Tax Increment South	\$ 23.00	Planning & Com- March 2018
06/18/2018	814382	Yellowstone County News	City County Planning	\$ 57.50	Planning & Com- March 2018
06/18/2018	814382	Yellowstone County News	City County Planning	\$ 178.50	City/Co Planning- April 2018
06/18/2018	814382	Yellowstone County News	City County Planning	\$ 307.00	City/Co Planning- March 2018
06/18/2018	814382	Yellowstone County News	Transit	\$ 85.00	Transit- April 2018
06/18/2018	814382	Yellowstone County News	Transit	\$ 12.00	Transit- April 2018
06/18/2018	814382	Yellowstone County News	Transit	\$ 12.00	Transit- March 2018
06/18/2018	814382	Yellowstone County News	P.W. Admin	\$ 85.00	Public Works- April 2018
06/18/2018	814382	Yellowstone County News	Engineering	\$ 296.00	Public Works- April 2018
06/18/2018	814382	Yellowstone County News	P.W. Admin	\$ 6.00	Public Works- March 2018
06/18/2018	814382	Yellowstone County News	Engineering	\$ 80.00	Public Works- March 2018
06/18/2018	814382	Yellowstone County News	General	\$ 34.50	Police (Code)- April 2018
06/18/2018	814382	Yellowstone County News	Public Safety	\$ 57.50	Police- March 2018
06/18/2018	814382	Yellowstone County News	General	\$ 23.00	Parks & Rec- May 2018

Regular City Council Meeting

Meeting Date: 07/23/2018
TITLE: Payment of Claims June 25, 2018
PRESENTED BY: Andy Zoeller, Finance Director
Department: City Hall Administration
Presentation: No

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$3,927,621.31 have been audited and are presented for City Council payment approval. A complete listing of the claims dated June 25, 2018, is available in the Finance Department.

ALTERNATIVES ANALYZED

No other alternatives were analyzed.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that Council approve the Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

Check Date	Check #	Name	Fund Name	Amount	Item Desc
06/25/2018	814387	5 Star Industries LLC	Solid Waste	\$ 24,400.00	Front and Rear Load metal dumpsters
06/25/2018	814388	A & I Distributors	Solid Waste	\$ 557.70	DEF for the garbage trucks
06/25/2018	814388	A & I Distributors	Water	\$ 18.59	NONSTOCKING ITEMS-P.U.D.
06/25/2018	814388	A & I Distributors	Solid Waste	\$ 970.75	Oil and Blue DEF for the garbage trucks
06/25/2018	814388	A & I Distributors	Street/Traffic Oper	\$ 371.80	3123786
06/25/2018	814388	A & I Distributors	Fleet	\$ 1,303.02	3123869 PO NUM 305646
06/25/2018	814388	A & I Distributors	Fleet	\$ 359.85	3124707 PO NUM 305646
06/25/2018	814388	A & I Distributors	Public Safety	\$ 26.52	3130277
06/25/2018	814388	A & I Distributors	Fleet	\$ 2,473.70	3130277 PO NUM 305646
06/25/2018	814388	A & I Distributors	Fleet	\$ 346.89	3130855 PO NUM 305646
06/25/2018	814388	A & I Distributors	Fleet	\$ 72.97	3134034
06/25/2018	814388	A & I Distributors	Fleet	\$ 129.11	3134144
06/25/2018	814388	A & I Distributors	Fleet	\$ 1,096.78	3134988 PO NUM 305646
06/25/2018	814388	A & I Distributors	Street/Traffic Oper	\$ 26.52	3130277
06/25/2018	814388	A & I Distributors	Fleet	\$ 311.23	3130277 PO NUM 305646
06/25/2018	814388	A & I Distributors	Fleet	\$ 147.25	3131112 PO NUM 305646
06/25/2018	814388	A & I Distributors	Fleet	\$ 1,094.32	3134988 PO NUM 305646
06/25/2018	814388	A & I Distributors	Wastewater	\$ 74.36	NONSTOCKING ITEMS-P.U.D.
06/25/2018	814388	A & I Distributors	Solid Waste	\$ 26.89	3130277
06/25/2018	814392	Acuity Brands Lighting	Street/Traffic Oper	\$ 6,480.00	STREET LIGHTS PO NUM 306178
06/25/2018	814395	Air Controls-Billings Inc	Wastewater	\$ 2,624.88	135847; WRF- AIR COMPR REPAIR
06/25/2018	814399	American Fleet Inc	Transit	\$ 38,500.00	5862
06/25/2018	814399	American Fleet Inc	Transit	\$ (6,992.62)	6140
06/25/2018	814400	American Title & Escrow	CDBG	\$ 15,000.00	FTHB Jeremy Smith 911 Custer Avenue
06/25/2018	814401	Archie Cochrane	Public Safety	\$ 1,284.95	844612.1
06/25/2018	814401	Archie Cochrane	Public Safety	\$ 1,139.07	844700.1
06/25/2018	814401	Archie Cochrane	Public Safety	\$ 790.20	844749.1
06/25/2018	814401	Archie Cochrane	Public Safety	\$ 879.20	844759.1
06/25/2018	814401	Archie Cochrane	Public Safety	\$ 2,081.26	844857.1
06/25/2018	814401	Archie Cochrane	General	\$ 967.56	844955.1
06/25/2018	814401	Archie Cochrane	Parking	\$ 968.05	845240.1
06/25/2018	814404	Askin Construction LLC	Water	\$ 6,215.00	A18723-01; WTP- EMERGENCY FLOOD PREP
06/25/2018	814405	ATS Inland NW LLC	Airport	\$ 3,240.00	Invoice #28895. Replace VFD motor controller on cooling
06/25/2018	814406	AVI Systems Inc	General	\$ 15,471.81	Audio Visual Equipment for Muni Court/Council Chambers

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06/25/2018	814416	Billings Tourism	Tourism BID #2	\$839,062.00	Distributed May, paid June 2018
06/25/2018	814419	Border States Electric	Wastewater	\$ 168.55	CENTRIFUGE PUMP
06/25/2018	814419	Border States Electric	Water	\$ 353.50	ELECTRICAL FOR WTP & WWTP PO NUM 305927
06/25/2018	814419	Border States Electric	Water	\$ 20.79	ELECTRICAL FOR WTP & WWTP PO NUM 305929
06/25/2018	814419	Border States Electric	Water	\$ 55.78	FIBER PROJ/ SRVC CNTR TO CP1100
06/25/2018	814419	Border States Electric	Water	\$ 648.10	LIGHT UPGRADE WTP BOXCAR
06/25/2018	814419	Border States Electric	Water	\$ 58.24	MTW-14AWG BLUE-WHITE 19ST - R CU-500R WIRE (14AWG
06/25/2018	814419	Border States Electric	Water	\$ 169.66	BOXCAR LGHTNG PRJ
06/25/2018	814419	Border States Electric	Wastewater	\$ 57.83	915358990; UPS PROJ E. MECH
06/25/2018	814419	Border States Electric	Wastewater	\$ 93.69	915379659; FOR WTP SEWER LIFT
06/25/2018	814419	Border States Electric	Wastewater	\$ 589.20	915380190; BREAKER FOR #1 WEMCO
06/25/2018	814419	Border States Electric	Wastewater	\$ 47.29	915380620; CP 300R
06/25/2018	814419	Border States Electric	Wastewater	\$ 179.28	TERM LUGS FOR RASP #1 MOVE
06/25/2018	814419	Border States Electric	Water	\$ 318.14	TERM PRTS FOR SWITCHGEAR GRDNG STD
06/25/2018	814419	Border States Electric	Water	\$ 30,228.00	Replace voltage metering and surge protection equipment
06/25/2018	814419	Border States Electric	Wastewater	\$ 438.46	UPS BOX E MECH PLC UPGRADE
06/25/2018	814419	Border States Electric	Wastewater	\$ 137.52	UPS PROJ E MECH
06/25/2018	814425	Business Tax Section	Storm Sewer	\$ 1,762.35	WO 17-07 Hilltop Rd & Aronson Ave Storm Drain Extn
06/25/2018	814425	Business Tax Section	Water	\$ 3,871.55	WO 17-23 King Ave West Water & Sewer Extension
06/25/2018	814425	Business Tax Section	Gas Tax	\$ 2,002.78	Street Maint Program
06/25/2018	814425	Business Tax Section	Water	\$ 16.87	WO 18-12 Belknap Office Remodel
06/25/2018	814425	Business Tax Section	Wastewater	\$ 1,559.36	WO 17-23 King Ave West Water & Sewer Extension
06/25/2018	814425	Business Tax Section	Wastewater	\$ 11.24	WO 18-12 Belknap Office Remodel
06/25/2018	814425	Business Tax Section	EOC 911	\$ 3,122.20	Business tax for 911 center construction
06/25/2018	814425	Business Tax Section	General	\$ 156.28	Business Tax for A/V Equipment
06/25/2018	814428	Century Link	Transit	\$ (28.05)	406-245-1789 Transit STS
06/25/2018	814428	Century Link	EOC 911	\$ 47.55	406-245-2296 911
06/25/2018	814428	Century Link	Water	\$ 39.44	406-245-3659 PUD Alarm Water Tower
06/25/2018	814428	Century Link	Airport	\$ 52.27	406-256-7070 Airport
06/25/2018	814428	Century Link	EOC 911	\$ 45.65	406-245-3108 911
06/25/2018	814428	Century Link	Fleet	\$ 53.74	406-256-5047 Motor Pool
06/25/2018	814428	Century Link	EOC 911	\$ 45.65	406-245-3107 911
06/25/2018	814428	Century Link	Parking	\$ 49.22	406-252-2041 Park 2 Elevator Phone
06/25/2018	814428	Century Link	Public Safety	\$ 45.66	406-245-7481 Police

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06/25/2018	814428	Century Link	City County Planning	\$ 36.53	406-656-9604 Planning Traffic Central 9th
06/25/2018	814428	Century Link	Telephone System	\$ 228.20	406-248-3049 Main System T1 City/County Tie
06/25/2018	814428	Century Link	Airport	\$ 56.88	406-256-6014 Airport P9 Building
06/25/2018	814428	Century Link	Radio	\$ 311.26	406-248-3635 Fire Airport Radio Tower WCK
06/25/2018	814428	Century Link	Airport	\$ 57.03	406-252-0721 Airport 1FB Line
06/25/2018	814428	Century Link	Public Safety	\$ 119.32	406-245-7469 Fire
06/25/2018	814428	Century Link	City County Planning	\$ 36.53	406-656-9578 Planning Traffic Central Broadwater
06/25/2018	814428	Century Link	Airport	\$ 45.66	406-245-5834 Airport Alarm
06/25/2018	814428	Century Link	Public Safety	\$ 49.07	406-651-0282 Fire 5 911 Line
06/25/2018	814428	Century Link	Radio	\$ 311.26	406-248-3636 Fire Airport Radio Tower Jellison
06/25/2018	814428	Century Link	Solid Waste	\$ 50.47	406-256-7001 Solid Waste Scale House
06/25/2018	814428	Century Link	Wastewater	\$ 36.53	406-259-2328 PUD Sahara Sand Lift Station
06/25/2018	814428	Century Link	Street/Traffic Oper	\$ 50.62	406-259-3298 PW Traffic 3728 McDougall
06/25/2018	814428	Century Link	Public Safety	\$ 118.32	406-373-3742 Fire RR Crossing Alarm
06/25/2018	814428	Century Link	EOC 911	\$ 311.26	406-245-7101 9-1-1 Center Landfill #2
06/25/2018	814428	Century Link	EOC 911	\$ 311.26	406-245-7102 9-1-1 Center Fox Reservoir #2
06/25/2018	814428	Century Link	Engineering	\$ 96.85	406-259-7758 Measured Lines Depot
06/25/2018	814428	Century Link	P.W. Admin	\$ 64.56	406-259-7758 Measured Lines Depot
06/25/2018	814431	Clark Safety/Loss Control	Public Safety	\$ 125.00	SHIPPING: ESTIMATED
06/25/2018	814431	Clark Safety/Loss Control	Public Safety	\$ 18.90	SM130005, BEARPAW RIG PLATE
06/25/2018	814431	Clark Safety/Loss Control	Fire Grants	\$ 38.10	SM130005, BEARPAW RIG PLATE
06/25/2018	814431	Clark Safety/Loss Control	Fire Grants	\$ 198.00	CC080WF 100S, 8MM, SPOOL, PRUSIK CORD, GREEN
06/25/2018	814431	Clark Safety/Loss Control	Fire Grants	\$ 46.50	SG51030, ANCHOR STRAPS
06/25/2018	814431	Clark Safety/Loss Control	Fire Grants	\$ 126.00	WB59006, 1" TUBLULAR WEBBING, 100 YARDS
06/25/2018	814431	Clark Safety/Loss Control	Fire Grants	\$ 97.00	SM136000N, SWIVAL
06/25/2018	814431	Clark Safety/Loss Control	Fire Grants	\$ 860.70	RR125RD 200E, 12.5 M ROPE
06/25/2018	814431	Clark Safety/Loss Control	Fire Grants	\$ 273.00	SM158000N, SINGLE PULLEY
06/25/2018	814431	Clark Safety/Loss Control	Fire Grants	\$ 860.70	RR125YW 200E, 12.5 M RESCUE ROPE
06/25/2018	814437	CTA Inc	Ballpark Donations	\$ 783.31	Reimbursable expenses
06/25/2018	814437	CTA Inc	EOC 911	\$ 20,138.78	911 Center Architect and Engineering Services W.O. 16-18
06/25/2018	814437	CTA Inc	Rose Park Pool Construction	\$ 1,344.08	Change order #1 to increase PO
06/25/2018	814437	CTA Inc	Ballpark Donations	\$ 4,004.00	Consultant for improvements and upgrades to rooms in the
06/25/2018	814439	Cummins Rocky Mountain	Fleet	\$ 311.52	64272 PO NUM 306177
06/25/2018	814439	Cummins Rocky Mountain	Solid Waste	\$ 47.08	64376

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06/25/2018	814439	Cummins Rocky Mountain	Transit	\$ 1,014.40	004-64959
06/25/2018	814439	Cummins Rocky Mountain	Street/Traffic Oper	\$ 78.03	64609
06/25/2018	814439	Cummins Rocky Mountain	Solid Waste	\$ 634.40	64592
06/25/2018	814439	Cummins Rocky Mountain	Fleet	\$ 269.92	64707 PO NUM 306177
06/25/2018	814439	Cummins Rocky Mountain	Solid Waste	\$ 47.08	64471
06/25/2018	814439	Cummins Rocky Mountain	Fleet	\$ 145.74	64652 PO NUM 306177
06/25/2018	814439	Cummins Rocky Mountain	Solid Waste	\$ (250.00)	64786
06/25/2018	814439	Cummins Rocky Mountain	Solid Waste	\$ 1,272.87	64695
06/25/2018	814439	Cummins Rocky Mountain	Solid Waste	\$ 400.93	64688
06/25/2018	814444	Dell Computer L P	EOC 911	\$ 11,199.28	New 9-1-1 Center
06/25/2018	814444	Dell Computer L P	General	\$ 1,085.29	Rec
06/25/2018	814444	Dell Computer L P	General	\$ 328.94	City Admin.
06/25/2018	814444	Dell Computer L P	General	\$ 1,150.10	sound bar
06/25/2018	814444	Dell Computer L P	Library	\$ 9,711.94	Dell computers
06/25/2018	814444	Dell Computer L P	Library	\$ 298.98	Dell computers
06/25/2018	814446	Donnes Inc	Water	\$ 4,200.00	EMERGENCY FLOOD PREP
06/25/2018	814447	Downtown Billings BID, Inc.	Tax Increment N 27th	\$ 3,421.66	Implementation of Battle of the Plans Program
06/25/2018	814447	Downtown Billings BID, Inc.	Downtown BID	\$104,304.58	Paid May, distributed June 2018
06/25/2018	814448	Downtown Billings	Tax Increment N 27th	\$ 6,500.00	2017 Battle of the Plans continuation
06/25/2018	814448	Downtown Billings	Tax Increment N 27th	\$ 22,608.50	Urban Revitalization District
06/25/2018	814448	Downtown Billings	Tax Increment N 27th	\$ 2,970.90	pocket park update, TIF assistance
06/25/2018	814454	Ekblad	Public Safety	\$ 7,105.08	TUITION REQUESTS FY2018
06/25/2018	814454	Ekblad	Public Safety	\$ (3,819.94)	LESS: TUITION PREVIOUSLY PAID IN FY2018
06/25/2018	814460	Fender	Public Safety	\$ (5,166.50)	LESS TUITION PREVIOUSLY PAID IN FY2018
06/25/2018	814460	Fender	Public Safety	\$ 9,609.69	TUITION REQUESTS FY2018
06/25/2018	814463	First Interstate Bank	Tax Increment East	\$108,831.00	FY 2018 Development Agreement payment
06/25/2018	814464	Fisher Construction, Inc	Water	\$ 1,500.00	182004-1; SEAL DOORS
06/25/2018	814464	Fisher Construction, Inc	EOC 911	\$309,097.72	911 Center construction
06/25/2018	814464	Fisher Construction, Inc	Water	\$ 1,669.79	WO 18-12 Belknap Office Remodel
06/25/2018	814464	Fisher Construction, Inc	Wastewater	\$ 1,113.20	WO 18-12 Belknap Office Remodel
06/25/2018	814468	Galles Filter Service	Water	\$ 91.95	WATER PARTS AND SUPPLIES PO NUM 305975
06/25/2018	814468	Galles Filter Service	Fleet	\$ 66.15	T-75166 PO NUM 305650
06/25/2018	814468	Galles Filter Service	Transit	\$ 29.75	T-75766
06/25/2018	814468	Galles Filter Service	Water	\$ 88.53	WATER PARTS AND SUPPLIES PO NUM 305914

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06/25/2018	814468	Galles Filter Service	Water	\$ 191.75	WATER PARTS AND SUPPLIES PO NUM 305952
06/25/2018	814468	Galles Filter Service	Transit	\$ 86.82	AUTO &TRUCK MAINT.ITEMS
06/25/2018	814468	Galles Filter Service	Fleet	\$ 15.34	P-78318.01 PO NUM 305650
06/25/2018	814468	Galles Filter Service	General	\$ 23.03	P-78352.02
06/25/2018	814468	Galles Filter Service	Fleet	\$ 48.36	P-78694.01 PO NUM 305650
06/25/2018	814468	Galles Filter Service	General	\$ 11.96	P-78864.01
06/25/2018	814468	Galles Filter Service	Fleet	\$ 158.39	P-78410.01 PO NUM 305650
06/25/2018	814468	Galles Filter Service	General	\$ 7.32	P-78607.01
06/25/2018	814468	Galles Filter Service	Fleet	\$ 15.34	P-78744.01 PO NUM 305650
06/25/2018	814468	Galles Filter Service	Water	\$ 21.96	WATER PARTS AND SUPPLIES PO NUM 305915
06/25/2018	814468	Galles Filter Service	Water	\$ 30.24	WATER PARTS AND SUPPLIES PO NUM 305974
06/25/2018	814468	Galles Filter Service	Water	\$ 49.64	WATER PARTS AND SUPPLIES PO NUM 306066
06/25/2018	814468	Galles Filter Service	Water	\$ 15.84	WATER PARTS AND SUPPLIES PO NUM 305913
06/25/2018	814468	Galles Filter Service	Water	\$ 346.00	WATER PARTS AND SUPPLIES PO NUM 305951
06/25/2018	814468	Galles Filter Service	Solid Waste	\$ 211.43	Parts for Landfill Equipment
06/25/2018	814468	Galles Filter Service	Transit	\$ 229.26	BUS MET PO NUM 305650
06/25/2018	814468	Galles Filter Service	Transit	\$ 445.60	BUS MET PO NUM 305650
06/25/2018	814468	Galles Filter Service	Solid Waste	\$ 164.97	Filters for Landfill Equipment
06/25/2018	814468	Galles Filter Service	Solid Waste	\$ 242.68	Filters for Landfill Equipment
06/25/2018	814468	Galles Filter Service	Solid Waste	\$ 281.60	Filters for Landfill Equipment
06/25/2018	814468	Galles Filter Service	Solid Waste	\$ 553.99	Filters for Landfill Equipment
06/25/2018	814468	Galles Filter Service	Solid Waste	\$ 928.80	Filters for Landfill Equipment
06/25/2018	814468	Galles Filter Service	Fleet	\$ 144.12	P-78076-01 PO NUM 305650
06/25/2018	814468	Galles Filter Service	Fleet	\$ 81.29	P-78162-01 PO NUM 305650
06/25/2018	814468	Galles Filter Service	Fleet	\$ 329.45	P-78317.01 PO NUM 305650
06/25/2018	814468	Galles Filter Service	General	\$ 23.03	P-78352.01
06/25/2018	814468	Galles Filter Service	Fleet	\$ 26.46	P-78504-01 PO NUM 305650
06/25/2018	814468	Galles Filter Service	Street/Traffic Oper	\$ 6.10	P-78744.01
06/25/2018	814468	Galles Filter Service	Transit	\$ 493.28	P-78773-01 PO NUM 305650
06/25/2018	814468	Galles Filter Service	Transit	\$ 32.68	P-78773-02 PO NUM 305650
06/25/2018	814468	Galles Filter Service	Water	\$ 16.90	NONSTOCKING ITEMS-P.U.D.
06/25/2018	814468	Galles Filter Service	Water	\$ 32.81	NONSTOCKING ITEMS-P.U.D.
06/25/2018	814468	Galles Filter Service	Water	\$ 66.15	WATER PARTS AND SUPPLIES PO NUM 305916
06/25/2018	814468	Galles Filter Service	Fleet	\$ 4.56	P-78420.01 PO NUM 305650

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06/25/2018	814468	Galles Filter Service	Fleet	\$ 149.56	P-78767.01 PO NUM 305650
06/25/2018	814468	Galles Filter Service	Fleet	\$ 4.41	P-78420.02 PO NUM 305650
06/25/2018	814468	Galles Filter Service	Fleet	\$ 24.16	P-78769.01 PO NUM 305650
06/25/2018	814468	Galles Filter Service	Water	\$ 65.88	WATER PARTS AND SUPPLIES PO NUM 305917
06/25/2018	814468	Galles Filter Service	Fleet	\$ 103.00	P-78564.01 PO NUM 305650
06/25/2018	814468	Galles Filter Service	Fleet	\$ 138.63	P-78479.01 PO NUM 305650
06/25/2018	814468	Galles Filter Service	Fleet	\$ 119.87	P-78841.01 PO NUM 305650
06/25/2018	814468	Galles Filter Service	Water	\$ 84.31	WATER PARTS AND SUPPLIES PO NUM 305921
06/25/2018	814468	Galles Filter Service	Fleet	\$ 180.27	P-78608.01 PO NUM 305650
06/25/2018	814477	The Bank of Red Lodge	Gas Tax	\$198,275.29	Street Maint Program Contract #3 Chip Seal
06/25/2018	814481	HDR, Inc.	Wastewater	\$160,373.62	Nutrient Upgrade Expansion & Improvements
06/25/2018	814481	HDR, Inc.	Tax Increment South	\$ 41,345.22	WO 17-06 Midland Road Improvements
06/25/2018	814484	High Point Networks LLC	Information Resources	\$ 19,976.93	phone and email support
06/25/2018	814484	High Point Networks LLC	Airport	\$ 20,918.30	Invoice #110271. Terminal switch replace CCTV & Access
06/25/2018	814484	High Point Networks LLC	Information Resources	\$ 2,596.00	Support for one year
06/25/2018	814484	High Point Networks LLC	Telephone System	\$ 17,172.40	switches for main computer room
06/25/2018	814491	Iaff	Sidewalk Debt Svc	\$ 4,640.90	Payroll Summary
06/25/2018	814491	Iaff	Sidewalk Debt Svc	\$ 4,725.28	Payroll Summary
06/25/2018	814494	InfoSend Inc	Water	\$ 9,243.83	MONTHLY BILLINGS AND MAILING FEES
06/25/2018	814494	InfoSend Inc	Water	\$ 2,310.95	MONTHLY BILLINGS AND MAILING FEES
06/25/2018	814494	InfoSend Inc	Wastewater	\$ 6,162.55	MONTHLY BILLINGS AND MAILING FEES
06/25/2018	814494	InfoSend Inc	Wastewater	\$ 1,540.64	MONTHLY BILLINGS AND MAILING FEES
06/25/2018	814498	Interstate Power Systems	Solid Waste	\$ 103.21	C007046290.01
06/25/2018	814498	Interstate Power Systems	Transit	\$ 363.85	C007046388:01 PO NUM 306264
06/25/2018	814498	Interstate Power Systems	Transit	\$ 57.12	C007046498:01
06/25/2018	814498	Interstate Power Systems	Solid Waste	\$ 17,185.03	R007043794.01
06/25/2018	814500	Kadrmass Lee & Jackson	Wastewater	\$ 16,999.37	WO 17-23 King Ave W Water & Sewer
06/25/2018	814500	Kadrmass Lee & Jackson	Water	\$ 16,999.38	WO 17-23 King Ave W Water & Sewer
06/25/2018	814500	Kadrmass Lee & Jackson	Storm Sewer	\$ 25,226.00	WO 17-07 Hilltop Rd & Aronson Ave Storm Drain
06/25/2018	814506	Klimate Heating, Cooling	Airport	\$ 4,312.00	Invoice #1519. Replace furnace and A/C unit
06/25/2018	814507	Knife River (JTL Group Inc.)	Solid Waste	\$ 830.45	Gravel for the Landfill
06/25/2018	814507	Knife River (JTL Group Inc.)	Solid Waste	\$ 1,277.59	Gravel for the Landfill
06/25/2018	814507	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 238.83	asphalt
06/25/2018	814507	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 2,542.20	asphalt

Check Date	Check #	Name	Fund Name	Amount	Item Desc
06/25/2018	814507	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 145.78	3/8" chips
06/25/2018	814507	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 59.15	1 1/2" crushed base
06/25/2018	814512	Mailing Technical Services	Central Services	\$ 5,345.73	Postage Fund (weekly bills) May 2018
06/25/2018	814514	Mather Rescue LLC	Public Safety	\$ 4,503.20	3-DAY SWIFT WATERCRAFT RESCUE CLASS
06/25/2018	814518	Miller Trois LLC	General	\$ 1,971.00	I18-026955 Miller Trois LLC
06/25/2018	814518	Miller Trois LLC	Building Inspection	\$ 6,330.00	I18-026955 Miller Trois LLC
06/25/2018	814518	Miller Trois LLC	City County Planning	\$ 4,218.00	I18-026955 Miller Trois LLC
06/25/2018	814518	Miller Trois LLC	CDBG	\$ 4,926.00	I18-026955 Miller Trois LLC
06/25/2018	814522	Montana CSED	Sidewalk Debt Svc	\$ 4,013.59	Payroll Summary
06/25/2018	814523	Montana Dakota Utilities	Fleet	\$ 7,403.45	061218 PO NUM 306199
06/25/2018	814524	Montana Dakota Utilities	Airport	\$ 15.21	283 116 0655 3. IP-12 Alpine. June 2018
06/25/2018	814524	Montana Dakota Utilities	Airport	\$ 206.38	285 580 1000 6
06/25/2018	814524	Montana Dakota Utilities	EOC 911	\$ 22.08	911/JUNE 2018/STANDBY GENERATOR
06/25/2018	814524	Montana Dakota Utilities	Airport	\$ 15.74	295 580 1000 4. Aero Interiors. June 2018
06/25/2018	814524	Montana Dakota Utilities	Water	\$ 8.93	373 580 1000 9
06/25/2018	814524	Montana Dakota Utilities	Airport	\$ 39.51	185 580 1000 7. TSA Building. June 2018
06/25/2018	814524	Montana Dakota Utilities	General	\$ 23.66	501 473 1000 2
06/25/2018	814524	Montana Dakota Utilities	Water	\$ 8.93	373 580 1000 9
06/25/2018	814524	Montana Dakota Utilities	Airport	\$ 26.31	160 723 3573 6. USDA. June 2018
06/25/2018	814524	Montana Dakota Utilities	Water	\$ 42.04	921 580 1000 6
06/25/2018	814524	Montana Dakota Utilities	Airport	\$ 28.96	629 573 1000 6. Detail Bay 2 National/Alamo. June 2018
06/25/2018	814524	Montana Dakota Utilities	Airport	\$ 221.16	706 580 1000 7
06/25/2018	814524	Montana Dakota Utilities	Airport	\$ 19.96	229 573 1000 0. Detail Bay 1 Hertz. June 2018
06/25/2018	814524	Montana Dakota Utilities	Wastewater	\$ 30.95	596 733 1000 5
06/25/2018	814524	Montana Dakota Utilities	Airport	\$ 2,383.20	595 580 1000 1
06/25/2018	814524	Montana Dakota Utilities	Airport	\$ 150.37	129 573 1000 1. Mud Wash. June 2018
06/25/2018	814524	Montana Dakota Utilities	Airport	\$ 111.81	889 373 1000 6. Car Wash. June 2018
06/25/2018	814524	Montana Dakota Utilities	Water	\$ 15.74	541 380 1000 1
06/25/2018	814524	Montana Dakota Utilities	Airport	\$ 23.66	329 573 1000 9. Detail Bay 3 Enterprise. June 2018
06/25/2018	814524	Montana Dakota Utilities	Airport	\$ 20.50	429 573 1000 8. Detail Bay 4 Avis/Budget. June 2018
06/25/2018	814524	Montana Dakota Utilities	Wastewater	\$ 32.01	955 043 1000 4
06/25/2018	814524	Montana Dakota Utilities	Airport	\$ 17.33	529 573 1000 7. Detail Bay 5 Thrifty/Dollar. June 2018
06/25/2018	814527	Montana Municipal	Property Ins	\$ 52,448.04	June 2018 #518002
06/25/2018	814527	Montana Municipal	Property Ins	\$ 57,271.14	May 20-18 #418001

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06/25/2018	814530	Montana State Fireman's	Sidewalk Debt Svc	\$ 3,910.05	Payroll Summary
06/25/2018	814535	MPPA	Sidewalk Debt Svc	\$ 3,113.11	Payroll Summary
06/25/2018	814536	MT Waterworks	Water	\$ 657.42	1" CURB VALVE - COMPRESSION-MINNEAPOLIS P/N:
06/25/2018	814536	MT Waterworks	Water	\$ 60.85	BRASS NIPPLE 1 X 5 1/2 IN -
06/25/2018	814536	MT Waterworks	Water	\$ 126.00	MARKING PAINT GREEN - GREEN SP P/N: S03631
06/25/2018	814536	MT Waterworks	Water	\$ 691.65	METER WIRE - 1000 FT ROLLS P/N: ZL16064GY1000
06/25/2018	814536	MT Waterworks	Water	\$ 153.20	2 X 4 BRASS NIPPLE -
06/25/2018	814536	MT Waterworks	Water	\$ 10.74	3/4" PVC SOC X SOC REPAIR - COUPLING S119-07 (0802030
06/25/2018	814536	MT Waterworks	Water	\$ 350.00	CURB BOX 1-1/2" TAP - 6 1/2' (MINNESOTA) P/N: 5614612
06/25/2018	814536	MT Waterworks	Water	\$ 350.00	CURB BOX 2" TAP - 6 1/2' P/N: 5615612
06/25/2018	814536	MT Waterworks	Water	\$ 1,144.30	COLLISION REPAIR KITS - KENNEDY K81A GUARDIAN 5"
06/25/2018	814536	MT Waterworks	Water	\$ 186.06	8"X 22 1/2" MJ X MJ C153 DI 1/16 (22 1/2°)L/A P/N:
06/25/2018	814536	MT Waterworks	Water	\$ 168.00	AERVOE BLUE MARKING PAINT - #0 P/N: S03621
06/25/2018	814536	MT Waterworks	Water	\$ 486.78	3/4" CURB VALVE - COMPRESSION-MINNEAPOLIS P/N:
06/25/2018	814536	MT Waterworks	Water	\$ 39.10	-1/4 X 5-1/2 BRASS NIPPLE -
06/25/2018	814536	MT Waterworks	Water	\$ 6.32	1 1/4 X 12 BLACK NIPPLE P/N: 1NB0719
06/25/2018	814536	MT Waterworks	Water	\$ 1,539.40	#32-SEAT RING -FOR K11 HYDRANT P/N: K1132
06/25/2018	814536	MT Waterworks	Water	\$ 78.00	PACER DRAIN PLUNGER - AFPCACER7 (AFPCACER7)
06/25/2018	814536	MT Waterworks	Water	\$ 438.28	1" CURB VALVE - COMPRESSION-MINNEAPOLIS P/N
06/25/2018	814536	MT Waterworks	Water	\$ 82.14	1" BALL VALVE -NIBCO -T58 - 0 - THREADED
06/25/2018	814536	MT Waterworks	Water	\$ 58.74	1 1/2 BRASS CHECK VALVE N - IBCO T-413
06/25/2018	814536	MT Waterworks	Water	\$ 313.20	TYLER 5-1/4 X 1-1/2" - PAVING RISER TY533672 (TY533672)
06/25/2018	814536	MT Waterworks	Water	\$ 135.04	PACER CROSSARM BRZ - AFPCACER30 (AFPCACER30)
06/25/2018	814543	Northwest Pipe Fittings	Water	\$ 53.12	1 1/4 X 7 BLACK NIPPLE - P/N: 0451344
06/25/2018	814543	Northwest Pipe Fittings	Fleet	\$ 37.80	1978221 PO NUM 305653
06/25/2018	814543	Northwest Pipe Fittings	Facilities Mngmt	\$ 22.38	Inv. 1943182-1 Gaskets
06/25/2018	814543	Northwest Pipe Fittings	Wastewater	\$ 195.70	FOR 6T BLDG DRAIN LINES
06/25/2018	814543	Northwest Pipe Fittings	Wastewater	\$ 539.74	FOR 6T BLDG DRAINS
06/25/2018	814543	Northwest Pipe Fittings	Wastewater	\$ 47.76	GRIT BLDG DRAINS
06/25/2018	814543	Northwest Pipe Fittings	Wastewater	\$ 652.51	GT BLDG
06/25/2018	814543	Northwest Pipe Fittings	Water	\$ 136.80	IRRIGATION,CL2,FLOOD KIT SUPPLIES
06/25/2018	814543	Northwest Pipe Fittings	Water	\$ 410.83	IRRIGATION,CL2,FLOOD KIT SUPPLIES
06/25/2018	814543	Northwest Pipe Fittings	Water	\$ 36.17	IRRIGATION,CL2,FLOOD KIT SUPPLIES
06/25/2018	814543	Northwest Pipe Fittings	Water	\$ 603.07	IRRIGATION,CL2,FLOOD KIT SUPPLIES

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06/25/2018	814543	Northwest Pipe Fittings	Water	\$ 101.80	SYSTEMS PO NUM 305908
06/25/2018	814543	Northwest Pipe Fittings	Water	\$ 13,745.00	WATER PARTS AND SUPPLIES PO NUM 305962
06/25/2018	814543	Northwest Pipe Fittings	Water	\$ 18,564.00	WATER PARTS AND SUPPLIES PO NUM 306055
06/25/2018	814543	Northwest Pipe Fittings	Water	\$ 1,039.31	CUFT UPGRADERS
06/25/2018	814543	Northwest Pipe Fittings	Solid Waste	\$ 75.00	Pump rental at the Landfill
06/25/2018	814543	Northwest Pipe Fittings	Wastewater	\$ 160.19	PVC PIPE ITEMS
06/25/2018	814543	Northwest Pipe Fittings	Water	\$ 16,660.00	WATER PARTS AND SUPPLIES PO NUM 305961
06/25/2018	814543	Northwest Pipe Fittings	Water	\$ 19,664.00	WATER PARTS AND SUPPLIES PO NUM 305946
06/25/2018	814543	Northwest Pipe Fittings	Water	\$ 614.99	WATER PARTS AND SUPPLIES PO NUM 305908
06/25/2018	814544	NorthWestern Energy	Street/Traffic Oper	\$ 10,741.62	Signal Bills
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 505.87	SILMD 8 Acct# 0712544-6
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 514.91	SILMD 9 Acct# 0712545-3
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 1,451.39	SILMD 10 Acct# 0712546-1
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 464.75	SILMD 95 Acct# 0712556-0
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 91.66	SILMD 18 Acct# 0712554-5
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 1,268.42	SILMD 17 Acct# 0712553-7
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 2,125.67	SILMD 14 Acct# 0721277-2
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 4,322.85	SILMD 13 Acct# 0721276-4
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 13,755.03	SILMD 97 Acct# 0712557-8
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 1,662.07	SILMD 99 Acct# 0712558-6
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 2,742.05	SILMD 100 Acct# 0712559-4
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 4,512.35	SILMD 109 Acct# 0712561-0
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 1,799.22	SILMD 107 Acct# 0712560-2
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 228.48	SILMD 115 Acct# 0712564-4
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 971.02	SILMD 114 Acct# 0712563-6
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 188.83	SILMD 113 Acct# 0712562-8
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 599.75	SILMD 116 Acct# 0712565-1
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 3,313.02	SILMD 117 Acct# 0712566-9
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 240.51	SILMD 118 Acct# 0712567-7
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 158.75	SILMD 119 Acct# 0712568-5
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 2,570.33	SILMD 121 Acct# 0712570-1
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 488.78	SILMD 145 Acct# 0712590-9
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 371.27	SILMD 146 Acct# 0712591-7
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 482.43	SILMD 147 Acct# 0712592-5

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06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 1,511.06	SILMD 149 Acct# 0712593-3
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 782.06	SILMD 150 Acct# 0712594-1
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 656.87	SILMD 151 Acct# 0712595-8
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 4,443.14	SILMD 152 Acct# 0712596-6
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 562.11	SILMD 153 Acct# 0712597-4
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 1,270.83	SILMD 154 Acct# 0712598-2
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 514.06	SILMD 155 Acct# 0712599-0
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 953.13	SILMD 157 Acct# 0712600-6
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 828.22	SILMD 158 Acct# 0712601-4
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 1,133.56	SILMD 159 Acct# 0712602-2
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 742.53	SILMD 160 Acct# 0712603-0
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 1,099.76	SILMD 161 Acct# 0712604-8
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 63.08	SILMD 162 Acct# 0712605-5
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 678.95	SILMD 163 Acct# 0712606-3
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 391.02	SILMD 164 Acct# 0712607-1
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 913.90	SILMD 165 Acct# 0712608-9
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 244.41	SILMD 167 Acct# 0712609-7
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 586.55	SILMD 171 Acct# 0712610-5
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 557.08	SILMD 172 Acct# 0712611-3
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 1,221.96	SILMD 173 Acct# 0712612-1
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 1,026.44	SILMD 174 Acct# 0712613-9
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 342.15	SILMD 175 Acct# 0712614-7
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 45.04	SILMD 176 Acct# 0712615-4
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 268.83	SILMD 178 Acct# 0712616-2
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 537.66	SILMD 179 Acct# 0712617-0
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 366.59	SILMD 180 Acct# 0712618-8
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 1,742.11	SILMD 181 Acct# 0712619-6
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 610.97	SILMD 182 Acct# 0712620-4
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 1,221.95	SILMD 183 Acct# 0712621-2
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 391.02	SILMD 184 Acct# 0712622-0
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 146.63	SILMD 185 Acct# 0712623-8
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 633.26	SILMD 186 Acct# 0712624-6
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 244.41	SILMD 187 Acct# 0712625-3
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 293.27	SILMD 188 Acct# 0712626-1

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06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 244.41	SILMD 189 Acct# 0712627-9
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 1,270.83	SILMD 190 Acct# 0712628-7
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 436.63	SILMD 191 Acct# 0712629-5
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 317.71	SILMD 192 Acct# 0712630-3
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 782.06	SILMD 193 Acct# 0712631-1
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 266.63	SILMD 194 Acct# 0712632-9
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 222.19	SILMD 195 Acct# 0712633-7
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 71.39	SILMD 196 Acct# 0712634-5
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 71.39	SILMD 197 Acct# 0712635-2
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 122.19	SILMD 198 Acct# 0712636-0
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 80.50	SILMD 200 Acct# 0712637-8
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 513.23	SILMD 201 Acct# 0712638-6
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 589.23	SILMD 202 Acct# 0712639-4
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 19.04	SILMD 203 Acct# 0712640-2
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 357.70	SILMD 204 Acct# 0712641-0
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 36.04	SILMD 205 Acct# 0712642-8
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 342.15	SILMD 206 Acct# 0712643-6
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 391.02	SILMD 207 Acct# 0712644-4
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 244.43	SILMD 208 Acct# 0712645-1
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 562.11	SILMD 209 Acct# 0712646-9
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 85.66	SILMD 210 Acct# 0712647-7
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 47.61	SILMD 211 Acct# 0712648-5
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 47.61	SILMD 212 Acct# 0712649-3
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 28.55	SILMD 213 Acct# 0712650-1
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 175.41	SILMD 214 Acct# 0712651-9
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 146.63	SILMD 216 Acct# 0712652-7
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 360.16	SILMD 217 Acct# 0712653-5
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 254.50	SILMD 220 Acct# 0712654-3
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 9.00	SILMD 221 Acct# 0712655-0
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 75.23	SILMD 222 Acct# 0712656-8
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 114.23	SILMD 223 Acct# 0712657-6
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 1,893.52	SILMD 224 Acct# 0712658-4
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 360.25	SILMD 225 Acct# 0712659-2
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 306.13	SILMD 226 Acct# 0712660-0

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06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 619.32	SILMD 227 Acct# 0712661-8
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 828.22	SILMD 228 Acct# 0712662-6
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 428.39	SILMD 229 Acct# 0712663-4
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 999.57	SILMD 230 Acct# 0712664-2
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 599.75	SILMD 231 Acct# 0712665-9
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 2,598.87	SILMD 232 Acct# 0712666-7
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 832.24	SILMD 233 Acct# 0712667-5
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 468.19	SILMD 234 Acct# 0712668-3
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 523.76	SILMD 235 Acct# 0712669-1
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 166.63	SILMD 236 Acct# 0712670-9
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 415.46	SILMD 237 Acct# 0712671-7
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 15.39	SILMD 238 Acct# 0712672-5
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 97.76	SILMD 239 Acct# 0712673-3
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 399.94	SILMD 240 Acct# 0712674-1
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 642.09	SILMD 241 Acct# 0712675-8
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 85.67	SILMD 242 Acct# 0712676-6
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 114.24	SILMD 244 Acct# 0712677-4
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 89.32	SILMD 245 Acct# 0712678-2
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 342.71	SILMD 246 Acct# 0712679-0
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 1,201.57	SILMD 247 Acct# 0712680-8
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 2,546.05	SILMD 248 Acct# 0712681-6
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 2,827.37	SILMD 249 Acct# 0718734-7
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 199.96	SILMD 250 Acct# 0719001-0
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 4,032.18	SILMD 251 Acct# 0718801-4
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 571.18	SILMD 252 Acct# 0719162-0
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 2,002.59	SILMD 253 Acct# 0719644-7
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 150.47	SILMD 254 Acct# 0719763-5
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 166.18	SILMD 255 Acct# 0720813-5
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 891.14	SILMD 257 Acct# 0720360-7
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 2,697.93	SILMD 258 Acct# 0720606-3
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 1,335.86	SILMD 259 Acct# 0720810-1
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 514.06	SILMD 261 Acct# 0720705-3
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 3,244.00	SILMD 262 Acct# 0720937-2
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 942.80	SILMD 263 Acct# 0720716-0

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06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 164.14	SILMD 264 Acct# 0721427-3
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 361.27	SILMD 265 Acct# 0721556-9
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 33.29	SILMD 266 Acct# 0721684-9
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 437.69	SILMD 270 Acct# 0906944-4
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 1,033.43	SILMD 271 Acct# 0995095-7
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 2,900.02	SILMD 272 Acct# 0905005-5
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 208.12	SILMD 273 Acct# 0926386-4
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 475.47	SILMD 276 Acct# 0961926-3
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 851.38	SILMD 277 Acct# 1058710-3
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 211.10	SILMD 278 Acct# 1087619-1
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 63.53	SILMD 279 Acct# 1124127-0
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 675.60	SILMD 280 Acct# 1045653-1
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 432.39	SILMD 283 Acct# 1172743-5
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 350.17	SILMD 285 Acct# 1206985-2
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 245.20	SILMD 286 Acct# 1296582-8
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 85.69	SILMD 287 Acct# 1246537-3
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 1,826.45	SILMD 288 Acct# 1303978-9
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 201.08	SILMD 289 Acct# 1685375-6
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 120.63	SILMD 290 Acct# 1433921-2
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 628.30	SILMD 292 Acct# 1481532-8
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 244.41	SILMD 293 Acct# 1481534-4
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 488.78	SILMD 294 Acct# 1481535-1
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 114.24	SILMD 295 Acct# 1481536-9
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 1,295.28	SILMD 296 Acct# 1481537-7
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 219.97	SILMD 297 Acct# 1481539-3
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 195.52	SILMD 298 Acct# 1481540-1
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 415.67	SILMD 300 Acct# 1662840-6
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 5,113.03	SILMD 301 Acct# 1687005-7
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 207.70	SILMD 302 Acct# 1607534-3
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 53.20	SILMD 305 Acct# 1695873-8
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 166.20	SILMD 306 Acct# 1740353-6
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 2,176.06	SILMD 307 Acct# 2049005-8
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 272.45	SILMD 308 Acct# 2072459-7
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 266.77	SILMD 309 Acct# 2001311-6

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06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 214.11	SILMD 310 Acct# 2060519-2
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 221.96	SILMD 311 Acct# 3014475-2
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 210.11	SILMD 312 Acct# 3146127-0
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 292.50	SILMD 315 Acct# 3305804-1
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 1,131.68	SILMD 316 Acct# 3291842-7
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 59.80	SILMD 317 Acct# 3253826-6
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 796.61	SILMD 318 Acct# 3372018-6
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 55.12	SILMD 320 Acct# 0712569-3
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 283.62	SILMD 321 Acct# 3338917-2
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 62.23	SILMD 322 Acct# 3402033-9
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 195.52	SILMD 122 Acct# 0712571-9
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 342.71	SILMD 123 Acct# 0712572-7
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 999.56	SILMD 124 Acct# 0712573-5
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 399.83	SILMD 125 Acct# 0712574-3
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 199.93	SILMD 126 Acct# 0712575-0
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 733.18	SILMD 127 Acct# 0712576-8
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 513.23	SILMD 128 Acct# 0712577-6
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 342.71	SILMD 129 Acct# 0712578-4
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 130.00	SILMD 130 Acct# 0712579-2
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 885.33	SILMD 131 Acct# 0712580-0
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 241.40	SILMD 133 Acct# 0712581-8
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 557.07	SILMD 134 Acct# 0712582-6
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 537.66	SILMD 135 Acct# 0712583-4
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 485.49	SILMD 136 Acct# 0712584-2
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 387.15	SILMD 137 Acct# 0712585-9
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 771.10	SILMD 138 Acct# 0712586-7
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 257.05	SILMD 139 Acct# 0712587-5
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 599.75	SILMD 143 Acct# 0712588-3
06/25/2018	814544	NorthWestern Energy	Light Maintenance	\$ 28.46	SILMD 144 Acct# 0712589-1
06/25/2018	814545	NorthWestern Energy	Solid Waste	\$ 1,410.82	3252194-0
06/25/2018	814545	NorthWestern Energy	General	\$ 22.74	1836666-6
06/25/2018	814545	NorthWestern Energy	Street/Traffic Oper	\$ 0.44	1748896-6
06/25/2018	814545	NorthWestern Energy	Street/Traffic Oper	\$ 0.23	1740357-7
06/25/2018	814545	NorthWestern Energy	Facilities Mngmt	\$ 3,592.71	1269391-7

Check Date	Check #	Name	Fund Name	Amount	Item Desc
06/25/2018	814545	NorthWestern Energy	Facilities Mngmt	\$ 1,911.78	1160804-9
06/25/2018	814545	NorthWestern Energy	Facilities Mngmt	\$ 935.59	1160802-3
06/25/2018	814545	NorthWestern Energy	Water	\$ 473.51	1116452-2
06/25/2018	814545	NorthWestern Energy	Public Safety	\$ 641.34	0871546-8
06/25/2018	814545	NorthWestern Energy	General	\$ 336.73	0925496-2
06/25/2018	814545	NorthWestern Energy	Facilities Mngmt	\$ 425.48	0975808-7
06/25/2018	814545	NorthWestern Energy	General	\$ 474.01	0723045-1
06/25/2018	814545	NorthWestern Energy	Airport	\$ 572.49	1669567-8. TSA Building. June 2018
06/25/2018	814545	NorthWestern Energy	Water	\$ 5.85	0723059-2
06/25/2018	814545	NorthWestern Energy	Water	\$ 4,863.49	0723040-2
06/25/2018	814545	NorthWestern Energy	Airport	\$ 131.10	3446396-8. USDA. June 2018
06/25/2018	814545	NorthWestern Energy	General	\$ 17.59	0722287-0
06/25/2018	814545	NorthWestern Energy	Airport	\$ 45.00	1138926-9. Aero Interiors. June 2018
06/25/2018	814545	NorthWestern Energy	Water	\$ 4,536.91	0722264-9
06/25/2018	814545	NorthWestern Energy	Airport	\$ 116.31	2001867-7. Detail Bay 5 Thrifty/Dollar. June 2018
06/25/2018	814545	NorthWestern Energy	Wastewater	\$ 1,274.95	0100606-3
06/25/2018	814545	NorthWestern Energy	Airport	\$ 280.59	2001846-1. Mud Wash. June 2018
06/25/2018	814545	NorthWestern Energy	General	\$ 45.67	0712387-0
06/25/2018	814545	NorthWestern Energy	Airport	\$ 385.05	2001848-7. Detail Bay 1 Hertz. June 2018
06/25/2018	814545	NorthWestern Energy	Airport	\$ 277.89	2001855-2. Detail Bay 2 National/Alamo. June 2018
06/25/2018	814545	NorthWestern Energy	General	\$ 169.40	0712536-2
06/25/2018	814545	NorthWestern Energy	General	\$ 512.77	0720821-8
06/25/2018	814545	NorthWestern Energy	Airport	\$ 194.11	2001865-1. Detail Bay 4 Avis/Budget. June 2018
06/25/2018	814545	NorthWestern Energy	General	\$ 25.79	0720818-4
06/25/2018	814545	NorthWestern Energy	Airport	\$ 226.04	2001862-8. Detail Bay 3 Enterprise. June 2018
06/25/2018	814545	NorthWestern Energy	Airport	\$ 1,659.63	1993430-6. Car Wash. June 2018
06/25/2018	814545	NorthWestern Energy	Water	\$ 3,824.85	0100606-3
06/25/2018	814545	NorthWestern Energy	Airport	\$ 1,369.74	0100484-5. ARFF Facility. June 2018
06/25/2018	814545	NorthWestern Energy	Water	\$ 96,896.06	0100606-3
06/25/2018	814545	NorthWestern Energy	Airport	\$ 2,290.45	0100483-7. Runway Lights. June 2018
06/25/2018	814545	NorthWestern Energy	Water	\$ 5,825.62	0100540-4
06/25/2018	814545	NorthWestern Energy	General	\$ 65.67	Electrical charges for tennis courts at Pioneer
06/25/2018	814545	NorthWestern Energy	Wastewater	\$ 256.58	1756893-2 JUNE 2018 SHILOH L.S.
06/25/2018	814545	NorthWestern Energy	Airport	\$ 50.26	1647695-4. De Icer. June 2018

Check Date	Check #	Name	Fund Name	Amount	Item Desc
06/25/2018	814545	NorthWestern Energy	Water	\$ 686.89	0100485-2
06/25/2018	814545	NorthWestern Energy	Airport	\$ 54.62	3085107-5. New Employee Parking. June 2018
06/25/2018	814546	Otto Environmental Sys	Solid Waste	\$ 24,381.00	Truckload of 90 gallon barrels for residential service
06/25/2018	814549	PeopleReady Inc	Solid Waste	\$ 1,235.50	Paper Pickers at the Landfill
06/25/2018	814549	PeopleReady Inc	Solid Waste	\$ 2,162.13	Paper Pickers at the Landfill
06/25/2018	814549	PeopleReady Inc	Solid Waste	\$ 1,694.40	Paper Pickers for the Landfill
06/25/2018	814552	Polydyne Inc	Wastewater	\$ 2,875.00	1243593; WRF- CHEM STOCK
06/25/2018	814555	Public Works-Admin	Water	\$ 11,163.60	PWU May 2018 Engineering Permits - WSRP
06/25/2018	814555	Public Works-Admin	Water	\$ 2,280.00	PWU May 2018 Engineering Permits - Watermain Repair
06/25/2018	814556	RDO Equipment Co.	Street/Traffic Oper	\$ 13.32	P34968
06/25/2018	814556	RDO Equipment Co.	Solid Waste	\$ 4,471.19	PARTS/LABOR UNIT 244
06/25/2018	814556	RDO Equipment Co.	Street/Traffic Oper	\$ 342.15	P34926
06/25/2018	814556	RDO Equipment Co.	Water	\$ 699.52	NONSTOCKING ITEMS-P.U.D.
06/25/2018	814557	Riverstone Health	General	\$ 11,250.00	Air Pollution Control April - June 2018
06/25/2018	814562	Sanderson Stewart	Tax Increment East	\$ 41,218.16	WO 18-06 EBURD N 10TH ST to N 13TH St; 44555/7
06/25/2018	814563	Schessler Ready Mix, Inc.	Solid Waste	\$ 2,610.00	Boots for Flay Froman per union contract
06/25/2018	814568	Solid Waste Systems Inc	Solid Waste	\$ 381.09	105318
06/25/2018	814568	Solid Waste Systems Inc	Fleet	\$ 452.70	105337 PO NUM 306246
06/25/2018	814568	Solid Waste Systems Inc	Solid Waste	\$ 177.86	105336
06/25/2018	814568	Solid Waste Systems Inc	Fleet	\$ 1,285.82	105341 PO NUM 306246
06/25/2018	814568	Solid Waste Systems Inc	Solid Waste	\$ 462.05	105337
06/25/2018	814568	Solid Waste Systems Inc	Fleet	\$ 718.40	105563 PO NUM 306246
06/25/2018	814568	Solid Waste Systems Inc	Solid Waste	\$ 2,987.31	105339
06/25/2018	814568	Solid Waste Systems Inc	Solid Waste	\$ (81.84)	105563
06/25/2018	814568	Solid Waste Systems Inc	Solid Waste	\$ 740.91	105515
06/25/2018	814568	Solid Waste Systems Inc	Solid Waste	\$ 232.19	105340
06/25/2018	814569	Southgate Hotels LLC	Tax Increment South	\$ 92,711.75	FY2018 Development Agreement
06/25/2018	814579	Sundown Security	Airport	\$ 2,524.41	Invoice #49884. 5/25/18 - 5/31/18 Skycap Services
06/25/2018	814581	Sysco Montana, Inc.	General	\$ 63.16	Food for Rose concessions
06/25/2018	814581	Sysco Montana, Inc.	General	\$ 497.33	Food for Rose concessions
06/25/2018	814581	Sysco Montana, Inc.	General	\$ 660.37	Food for Rose concessions
06/25/2018	814581	Sysco Montana, Inc.	General	\$ 178.60	Food for Rose concessions
06/25/2018	814581	Sysco Montana, Inc.	General	\$ 958.12	Food for Rose concessions
06/25/2018	814581	Sysco Montana, Inc.	General	\$ 544.08	Food for Rose concessions

Check Date	Check #	Name	Fund Name	Amount	Item Desc
06/25/2018	814583	Tel Net Systems, Inc.	Park District 1	\$ 3,918.21	Qty.19 Cat6 cabling for Rose Park building.
06/25/2018	814585	The Babcock LLC	General	\$ 7,916.27	May 2018 Babcock Condo Expenses
06/25/2018	814585	The Babcock LLC	General	\$ 1,580.57	May 2018 Babcock Theater Expenses
06/25/2018	814586	The Boyer Company LC	Tax Increment East	\$ 76,717.70	FY2018 Development Agreement payment
06/25/2018	814587	Titan Machinery Inc	Water	\$ (275.03)	10875101
06/25/2018	814587	Titan Machinery Inc	Street/Traffic Oper	\$ 609.86	859813
06/25/2018	814587	Titan Machinery Inc	Street/Traffic Oper	\$ 46.53	10954235
06/25/2018	814587	Titan Machinery Inc	Street/Traffic Oper	\$ 750.60	876062
06/25/2018	814587	Titan Machinery Inc	Water	\$ 275.03	10875297
06/25/2018	814587	Titan Machinery Inc	Street/Traffic Oper	\$ 3,897.65	867648
06/25/2018	814590	Town & Country Supply	Fleet	\$ 10,405.06	309450 PO NUM 306265
06/25/2018	814590	Town & Country Supply	Solid Waste	\$ 292.60	Propane for the Landfill
06/25/2018	814590	Town & Country Supply	Transit	\$ 14,905.72	308848 PO NUM 306203
06/25/2018	814590	Town & Country Supply	Transit	\$ 5,252.73	309025 PO NUM 306260
06/25/2018	814590	Town & Country Supply	Fleet	\$ 23,965.47	3084321 PO NUM 306242
06/25/2018	814590	Town & Country Supply	Fleet	\$ 14,566.40	308442 PO NUM 306265
06/25/2018	814591	Tractor & Equipment Co.	Solid Waste	\$ 1,173.16	BL10984
06/25/2018	814591	Tractor & Equipment Co.	Solid Waste	\$ 3,119.47	Parts for Landfill Equipment
06/25/2018	814591	Tractor & Equipment Co.	Water	\$ 244.32	WATER PARTS AND SUPPLIES PO NUM 306075
06/25/2018	814591	Tractor & Equipment Co.	Solid Waste	\$ 261.62	BL11234
06/25/2018	814592	Transitional Marketing LLC	Transit	\$ 4,969.92	8000 new schedule books
06/25/2018	814597	Tyco Fire Products LP	Airport	\$ 5,238.68	Bulk purchase FAA approved MIL-SPEC 3% AFFF foam
06/25/2018	814606	Verizon Wireless	Airport	\$ 111.88	Airport
06/25/2018	814606	Verizon Wireless	Police Programs	\$ 69.91	CCSIU
06/25/2018	814606	Verizon Wireless	Public Safety	\$ 53.41	Comm Center 911
06/25/2018	814606	Verizon Wireless	Facilities Mngmt	\$ 72.21	Facilites BOC Plus
06/25/2018	814606	Verizon Wireless	Public Safety	\$ 23.04	Fire Department
06/25/2018	814606	Verizon Wireless	Library	\$ 13.72	LBRY OTRCH Library Outreach
06/25/2018	814606	Verizon Wireless	Facilities Mngmt	\$ 59.74	Facilities City Hall Plus
06/25/2018	814606	Verizon Wireless	Fleet	\$ 89.26	Motor Pool
06/25/2018	814606	Verizon Wireless	Library	\$ 162.92	Library
06/25/2018	814606	Verizon Wireless	General	\$ 23.30	Municipal Court Judge
06/25/2018	814606	Verizon Wireless	Public Safety	\$ 3,367.26	Police
06/25/2018	814606	Verizon Wireless	Police Programs	\$ 23.63	Police Forensic

Check Date	Check #	Name	Fund Name	Amount	Item Desc
06/25/2018	814606	Verizon Wireless	Parking	\$ 160.90	PRKING Enforcement (Parking)
06/25/2018	814606	Verizon Wireless	General	\$ 173.72	PRPL - Director Admin
06/25/2018	814606	Verizon Wireless	Public Safety	\$ 676.83	Police Resource Officers
06/25/2018	814606	Verizon Wireless	Police Programs	\$ 28.23	Police-Dom Viol 406-698-1391
06/25/2018	814606	Verizon Wireless	General	\$ 314.60	PRPL - Recreation Division
06/25/2018	814606	Verizon Wireless	General	\$ 86.67	PRPL-Cemetery
06/25/2018	814606	Verizon Wireless	General	\$ 38.77	PRPL-PARK SHOPS
06/25/2018	814606	Verizon Wireless	General	\$ 792.92	PRPL-PARKS
06/25/2018	814606	Verizon Wireless	P.W. Admin	\$ 37.85	Public Works Admin
06/25/2018	814606	Verizon Wireless	Engineering	\$ 170.61	PW-Engineering
06/25/2018	814606	Verizon Wireless	Solid Waste	\$ 48.62	PW-Solid Waste
06/25/2018	814606	Verizon Wireless	Street/Traffic Oper	\$ 96.21	PW-STRT TRFC Streets
06/25/2018	814606	Verizon Wireless	Solid Waste	\$ 66.61	PW-SW-ON CALL Solid Waste On Call
06/25/2018	814606	Verizon Wireless	Water	\$ 156.04	PWBELKNAP-WT Water Treatment
06/25/2018	814606	Verizon Wireless	Wastewater	\$ 305.76	PWBELKNAP-DIST COLL
06/25/2018	814606	Verizon Wireless	Water	\$ 458.63	PWBELKNAP-DIST COLL
06/25/2018	814606	Verizon Wireless	Wastewater	\$ 46.81	PWBLKNP OFFICE
06/25/2018	814606	Verizon Wireless	Water	\$ 58.51	PWBLKNP STORES
06/25/2018	814606	Verizon Wireless	Water	\$ 444.68	PWBLKNP MTRSHOP
06/25/2018	814606	Verizon Wireless	Water	\$ 70.22	PWBLKNP OFFICE
06/25/2018	814606	Verizon Wireless	Public Safety	\$ 100.00	Iffland International charges, Ireland
06/25/2018	814606	Verizon Wireless	Wastewater	\$ 108.31	PWBLNP-ENVIRONMENTAL
06/25/2018	814606	Verizon Wireless	General	\$ 357.04	PRPL Rec Seasonal
06/25/2018	814606	Verizon Wireless	General	\$ 113.93	PRPL-Parks Seasonal
06/25/2018	814606	Verizon Wireless	Transit	\$ 13.26	Transit MET
06/25/2018	814606	Verizon Wireless	Transit	\$ 39.82	Trans-On Call MET
06/25/2018	814606	Verizon Wireless	Telephone System	\$ 28.23	TeleComm Manager
06/25/2018	814606	Verizon Wireless	Wastewater	\$ 19.51	PWBLKNP STORES
06/25/2018	814606	Verizon Wireless	Wastewater	\$ 508.77	PWBLNP-WWTRMNT1 Wastewater Treatment Plant
06/25/2018	814607	Verizon Wireless	Solid Waste	\$ 107.88	PW-Solid Waste
06/25/2018	814607	Verizon Wireless	Solid Waste	\$ 214.52	PW-SW-ON CALL Solid Waste On Call
06/25/2018	814607	Verizon Wireless	Water	\$ 1,063.64	PWBELKNAP-WT Water Treatment -Phones
06/25/2018	814607	Verizon Wireless	Solid Waste	\$ 429.30	Solid Waste Tablets -Routware
06/25/2018	814607	Verizon Wireless	Wastewater	\$ 558.36	PWBLKNP Electricians -Phones

Check Date	Check #	Name	Fund Name	Amount	Item Desc
06/25/2018	814607	Verizon Wireless	Wastewater	\$ 338.11	PWBLNP- Wastewater Treatment Plant -Phones
06/25/2018	814607	Verizon Wireless	Wastewater	\$ 183.40	PW-Distribution Collection Tablets 60/40
06/25/2018	814607	Verizon Wireless	Water	\$ 275.09	PW-Distribution Collection Tablets 60/40
06/25/2018	814607	Verizon Wireless	Wastewater	\$ 86.30	PW-DIS-COLL Cityworks 60/40
06/25/2018	814607	Verizon Wireless	Engineering	\$ 134.85	PW-Engineering
06/25/2018	814607	Verizon Wireless	Street/Traffic Oper	\$ 161.82	PW-Streets City Works
06/25/2018	814607	Verizon Wireless	Street/Traffic Oper	\$ 53.94	PW-Streets iPad
06/25/2018	814607	Verizon Wireless	Water	\$ 26.97	Water Treatment
06/25/2018	814607	Verizon Wireless	Water	\$ 161.82	PWBLNP Comm-Meter CityWorks/Neptune
06/25/2018	814607	Verizon Wireless	Water	\$ 129.46	PW-DIS-COLL Cityworks 60/40
06/25/2018	814607	Verizon Wireless	Water	\$ 350.75	PW Belknap Meter Shop
06/25/2018	814607	Verizon Wireless	Wastewater	\$ 16.18	PW Belknap-Air 60/40
06/25/2018	814607	Verizon Wireless	Water	\$ 10.79	PW Belknap-Air 60/40
06/25/2018	814607	Verizon Wireless	General	\$ 72.28	PRPL-Recreation Rose Park
06/25/2018	814607	Verizon Wireless	General	\$ 40.01	PRPL-Parks PMD Air Card
06/25/2018	814607	Verizon Wireless	Public Safety	\$ 80.02	Police iPad
06/25/2018	814607	Verizon Wireless	Public Safety	\$ 40.01	Police MiFi
06/25/2018	814607	Verizon Wireless	Public Safety	\$ 40.01	Police US Marshall Toughbooks
06/25/2018	814607	Verizon Wireless	Parking	\$ 26.97	Parking 406-690-5822
06/25/2018	814607	Verizon Wireless	Public Safety	\$ 85.62	Police 406-670-8780
06/25/2018	814607	Verizon Wireless	Public Safety	\$ 40.01	Police ICAC 406-690-7347
06/25/2018	814607	Verizon Wireless	Transit	\$ 431.52	MET Transit Tablets
06/25/2018	814607	Verizon Wireless	Public Safety	\$ 2,930.58	MDT Toughbooks
06/25/2018	814607	Verizon Wireless	General	\$ 53.63	Municipal Court Judge
06/25/2018	814607	Verizon Wireless	Municipal Court Grants	\$ 160.89	Muni Court Drug Court
06/25/2018	814607	Verizon Wireless	Library	\$ 160.89	Library
06/25/2018	814607	Verizon Wireless	Police Programs	\$ 147.89	CCSIU MDT
06/25/2018	814607	Verizon Wireless	Police Programs	\$ 80.02	CCSIU RAVEN
06/25/2018	814607	Verizon Wireless	General	\$ 160.89	City Attorney
06/25/2018	814607	Verizon Wireless	Public Safety	\$ (30.36)	Fire Department
06/25/2018	814607	Verizon Wireless	Library	\$ 53.94	LBRY OTRCH Library Outreach
06/25/2018	814607	Verizon Wireless	Police Programs	\$ 421.58	CCSIU Cell/PTT
06/25/2018	814607	Verizon Wireless	Public Safety	\$ 200.11	Animal Control MDT
06/25/2018	814607	Verizon Wireless	Public Safety	\$ 273.24	Animal Control

Check Date	Check #	Name	Fund Name	Amount	Item Desc
06/25/2018	814607	Verizon Wireless	Airport	\$ 385.41	Airport
06/25/2018	814618	Western Municipal Cons	Storm Sewer	\$174,472.46	Hilltop Rd & Aronson Ave Storm Drain Extn
06/25/2018	814618	Western Municipal Cons	Water	\$383,283.10	King Ave West Water & Sewer Extension
06/25/2018	814618	Western Municipal Cons	Wastewater	\$154,377.03	King Ave West Water & Sewer Extension
06/25/2018	814626	Yell Valley Animal Shelter	Public Safety	\$ 22,855.58	contract 5-22-18\6-21-18

Regular City Council Meeting

Meeting Date: 07/23/2018

TITLE: Public Hearing and Resolution for FY18 Budget Amendments

PRESENTED BY: Andy Zoeller, Finance Director

Department: City Hall Administration

Presentation: No

PROBLEM/ISSUE STATEMENT

Montana Code allows local governments to amend their fiscal year budgets by using the same method as used for the original budget adoption: public notice, public hearing and Council adopting a resolution. The following amendments are proposed for FY 2018:

General Fund (Legal Department) - The Legal department is requesting additional budget authority to fund the cost of hiring outside counsel. Currently the City has multiple cases where outside counsel is being used to assist the City (Watters et al v. COB, Palmer Enterprises, Inc. et al v COB Zoning, Franchise Fee). The budgeted amount of 68,000 has not increased in over 10 years, and subsequently has not kept up with the growth of the City. General Fund balance is available to fund the additional expenses.

Equipment Replacement Fund - The Equipment Replacement fund needs additional budget authority to replace two Police vehicles that were totaled during the year. Insurance proceeds and fund balance will be used for the additional expenditures.

ALTERNATIVES ANALYZED

The Council will conduct a public hearing and may:

- Approve the requested budget amendments; or
- Not approve the requested budget amendments, which would put the City in violation of Montana law.

FINANCIAL IMPACT

The requested budget amendments will be funded by reserves, as described in the budget resolution exhibit and above.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the resolution approving and adopting the budget amendments for Fiscal Year 2018.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution
Exhibit A

RESOLUTION 18-

A RESOLUTION ADOPTING **FISCAL YEAR 2017/2018** ADJUSTMENTS TO APPROPRIATIONS PURSUANT TO M.C.A. 7-6-4006 AS AMENDED, AND PROVIDING TRANSFERS AND REVISIONS WITHIN THE GENERAL CLASS OF SALARIES AND WAGES, MAINTENANCE AND SUPPORT AND CAPITAL OUTLAY.

WHEREAS, M.C.A. 7-6-4006 provides that the City Council, upon proper resolution, adopted by said Council at a regular meeting and entered into its Minutes, may transfer or revise appropriations within the general class of salaries and wages, maintenance and support, and capital outlay, and

WHEREAS, based upon a Budget Review (**FY 2017/2018**), it is necessary to alter and change said appropriations.

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

That the attached transfers or revisions are hereby adopted.

(SEE EXHIBIT A)

PASSED AND APPROVED by the City Council, this 23rd day of July, 2018

THE CITY OF BILLINGS:

BY: _____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise R. Bohlman, CITY CLERK

Regular City Council Meeting

Meeting Date: 07/23/2018

TITLE: Public Hearing - Dialysis Clinic Parking Variance

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

Dialysis Clinic, Inc. is proposing to construct a new dialysis clinic at 616 North 25th Street. The clinic will be about 14,309 square feet which requires 72 parking stalls. Billings, Montana City Code, Section 6-1203(j) requires 1 parking stall per 200 square feet of gross floor area for medical clinics constructed outside of the medical corridor. The clinic is asking for a variance to only require 64 parking stalls. Attached is a letter with their justification for the variance. Engineering has reviewed the letter with calculations and supports the variance. The number of parking spaces appears to be adequate for the use and the facility is in an area with sufficient overflow on-street parking. The applicant has applied for a building permit for the new clinic.

ALTERNATIVES ANALYZED

The Council may:

- Approve the variance which allows the applicant to require 64 parking stalls; or
- Disapprove the variance. If the variance is not approved, the applicant will have to either re-design the site or find eight parking stalls nearby.

FINANCIAL IMPACT

The administrative cost of the variance is offset by the application fee.

RECOMMENDATION

Staff recommends that the City Council approve the variance from the site development ordinance to allow the new dialysis clinic require eight fewer parking stalls than what the code requires.

APPROVED BY CITY ADMINISTRATOR

Attachments

Variance Application
Letter from Applicant

APPLICATION FOR VARIANCE

The undersigned as owner(s) of the following described property hereby request a Variance from the terms of the City of Billings-Section of the Site Development Ordinance.

1. Legal description of property: Lots 4-12 & 17-21, Block 59 of Fosters Addition Subdivision & Lots 4-11, Block 269 of Billings First Addition Tax ID#A07379, A07375, A01968, A01967, A01966
2. Address (If unknown, contact the City Engineer's office) or general location: 616 N. 25th Street, Billings, MT 59101
3. Owner (s): Dialysis Clinic Inc.
(Recorded Owner)
1633 Church St. Suite 500, Nashville, TN 37203
(Address)
(702) 280-3069 tim.reedy@dciinc.org
(Phone Number) (Email)
4. Agent (s): Sanderson Stewart
(Name)
1300 North Transtech Way, Billings, MT 59102
(Address)
(406) 656-5255 pdavies@sandersonstewart.com
(Phone Number) (Email)
5. Section of the Site Development Ordinance that this request for variance applies to: _____
Article 6 – 1203(1)
6. Reason for request: See attached letter and exhibits
7. Covenants for deed restriction on the property: Yes _____ No ✓

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for the variance requested. Also, that all the information presented is true and correct.

Signature:  Date: 6/26/18
(Recorded Owner)

Fee: _____ Receipt #: _____ Hearing Date: _____ Application # _____

June 25, 2018

Mr. Chris Hertz, PE
City of Billings – Public Works Department
2224 Montana Avenue
Billings, MT 59101

Reference: Proposed Billings Clinic Dialysis
Lots 4-12 & 17-2, Block 59 of Fosters Addition Subdivision & Lots 4-11, Block 269
of Billings First Addition
Variance Request for Number of Parking Spaces
Project No. 17047.02

Dear Mr. Hertz:

On behalf of the property owner, Dialysis Clinic Inc., we are requesting a variance for the number of required off-street parking stalls for the proposed 14,309 square foot dialysis clinic. The development is located on the above described lots. Attached is a proposed site plan exhibit (Exhibit A) for reference as well as other exhibits referenced later in this letter.

Project Background

The proposed project will be a 36-chair dialysis clinic, which will be a joint venture between Dialysis Clinic, Inc. (DCI) and Billings Clinic. Currently DCI and Billings Clinic operate a dialysis facility on the Billings Clinic campus located in the Medical Corridor. Given the community's growth needs for dialysis treatment, they have proposed to build a larger standalone facility located at the southwest corner of North 25th Street and 7th Avenue North, which will provide for close access to the Billings Clinic campus as well as being centrally located within the community to efficiently serve the needs of the patients. This property was previously occupied by rental homes and undeveloped land. The homes have since been removed in preparation for the proposed project. Photos have been attached to show the project site prior to the homes being removed (Exhibit B).

The proposed facility has been designed to be architecturally pleasing and fit in with the existing neighborhood which is a mixture of residential, multi-family and commercial land uses. The project is also proposing a covered drop-off area to give the patients a safe and protected area to be dropped off and picked up during their times of treatment. Renderings of the proposed building and site have been attached for reference (Exhibit C). The project is located centrally in downtown Billings and is a great example of an "infill" development which is one of the primary goals of the City's current Growth Policy.



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Variance Request

The proposed building will consist of approximately 14,309 square feet of gross floor area and is defined as a “Medical Clinic located outside of the Medical Corridor” in the off-street parking code which requires 1 parking space per 200 square feet of gross floor area. Therefore, the code would require 72 off-street parking spaces for the 14,309 square-foot building.

The property owner, Dialysis Clinic Inc. (DCI), has studied the building program and determined the estimated number of staff and patients that would occupy the building at any given time as shown on the analysis below. Based on this analysis it is estimated that 60 off-street parking spaces are required for function of the facility at the busiest times of operation.

Staff Parking Needs Breakdown

- Direct Patient Care = 14 staff
- Home Care Nurses = 4 staff
- Providers (MD or NP) = 2 staff
- Masters of Social Work (MSW) = 2 staff
- Registered Dietitian (RD) = 2 staff
- Biomed = 2 staff
- Support/Admin = 5 staff
- Outreach/Educator = 1 staff

Total estimated maximum staff = 32 staff (see note 1 below)

Patient Parking Needs Breakdown

- Home Patients = 8 patients (see note 2 below)
- In Center patients = 20 patients (see note 3 below)

Total estimated maximum patients = 28 patients

Total estimated maximum Staff & Patients = 60 (32 staff and 28 patients)

Notes:

1. On any given day there could be a maximum of 32-staff members parking at the building at one time during maximum staffing (assuming each staff drives separately and does not use other modes of transportation).

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2. With 4 home modality rooms there could be a maximum of 8 home modality patients parked at the facility during patient turnover (up to 4 completing treatment with up to 4 waiting to begin treatment)
3. With a 36-chair facility there could be a maximum number of 72 “in center patients” during patient turnover (up to 36 completing treatment and up to 36 waiting to begin). Based on data of the patient population, approximately 25% drive and park at the facility (18-20) while the remaining 75% are dropped off and picked up by family/friends or other means of transportation.

Conclusion:

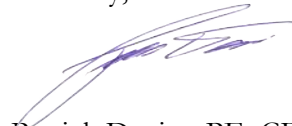
We are requesting a variance to allow a minimum of 64 off-street parking spaces versus the code requirement of 72. This is 4 more spaces than the calculated need of 60 parking spaces. The attached proposed site plan shows a total of 66 off-street parking spaces which exceeds the request of a minimum of 64 off-street parking spaces. Although the current site plan shows 66 off-street parking spaces versus the request of a minimum of 64 off-street parking spaces, we are requesting that the variance allow a minimum of 64 off-street parking spaces to allow for flexibility in final design of the project if required. Therefore, we are requesting a variance from Article 1203(l) of the City code to allow a total of 64 parking stalls.

Based on the project specific analysis included in this letter we believe the proposed request is appropriate and will allow the facility to function efficiently during peaks time of use.

In addition, we believe this project will be a great enhancement to the neighborhood as well as be a great example of infill development which is a priority of the City’s Growth Policy.

Please contact me with any questions or if you need additional information.

Sincerely,



Patrick Davies, PE, CDP, LEED AP
Associate Principal/Senior Engineer

PJD/bc
Enc.

P:17047.02_Billings_Clinic_Dialysis_Center_Variance_Request_062518

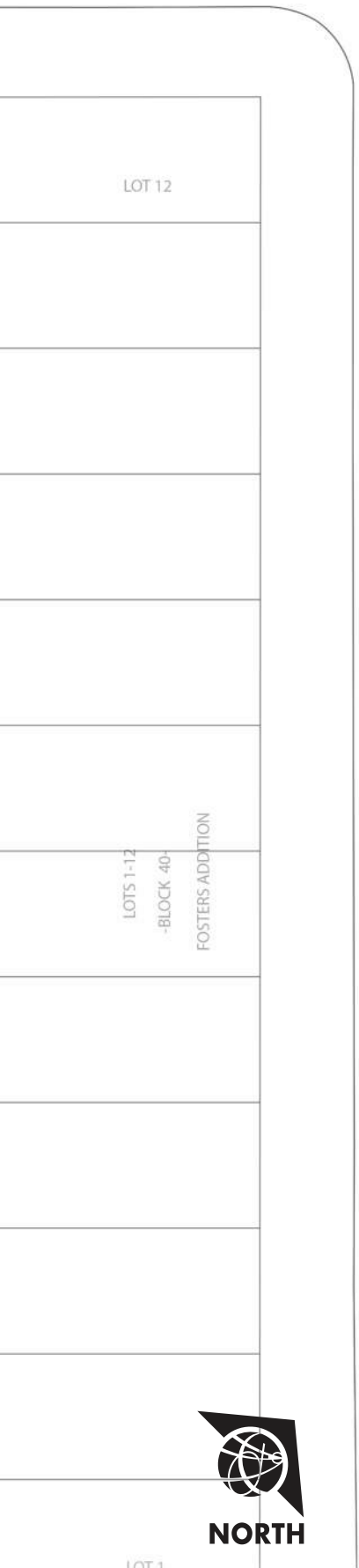
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EXHIBIT A

7TH AVENUE N.



N. 26TH STREET



ALLEY 6 Parking Spaces

Proposed Clinic Building
14,309 SF +/-
(66 Total Parking Spaces)

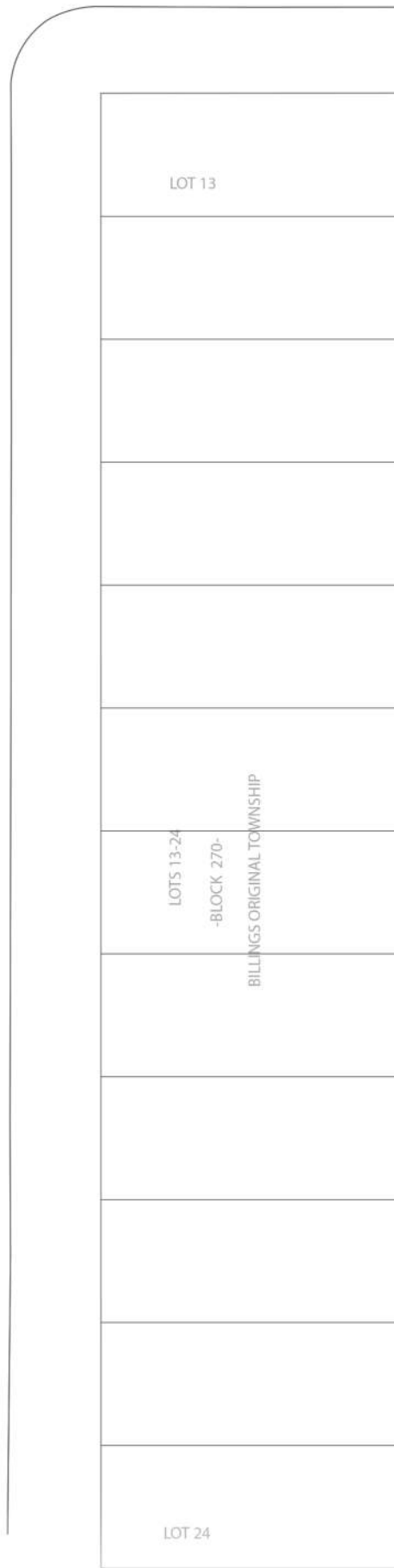
ALLEY (CITY R/W)

Main Entrance, Porte-cochere

N. 25TH STREET

6TH AVENUE N.

← One Way Westbound



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EXHIBIT B





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EXHIBIT C







