

# CITY OF BILLINGS

## CITY OF BILLINGS VISION STATEMENT:

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

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## AGENDA

**COUNCIL CHAMBERS**

**October 22, 2018**

**5:30 P.M.**

**CALL TO ORDER:** Mayor Cole

**PLEDGE OF ALLEGIANCE:** Mayor Cole

**INVOCATION:** Councilmember Clark

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

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

### MINUTES:

- October 9, 2018
- October 10, 2018 - Special Meeting

### COURTESIES:

**PROCLAMATIONS:** Extra Mile Day - November 1, 2018

### ADMINISTRATOR REPORTS - BRUCE MCCANDLESS

**PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: 3 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. **Firefighter Protective Clothing.** (Opened 9/25/18) Recommend 5-year agreement with LN Curtis; average cost \$2,446.75 per set (coat/pant).
    2. **City Vehicles.** (Opened 10/9/18) Recommend: Schedules 1 and 4, without trades to Yellowstone Country Motors, \$100,482; Schedule 11, with trade to Billion Auto Group, \$67,670; Schedules 2 and 7, without trades to Bison Ford/Normont Equipment, \$104,583; Schedules 3, 5, 6, 8, 9 and 10, without trades to Bison Ford/Kois Equipment, \$293,048 .
    3. **2018 Loader Mounted Snowblower.** (Opened 10/9/18) Recommend Solid Waste Systems; \$162,478.
  - B. **Professional Services Contract** for South Billings Aquatic and Recreation Center Concept Development Plan; A&E Architects; \$150,000.
  - C. **Energy and Maintenance Agreement** for SILMD 313 with Yellowstone Electric Cooperative, Inc., until October 31, 2048 (30 years).
  - D. **Amendment No. 1, W.O. 18-30: City County Drain Mitigation,** Professional Services Contract, DOWL Engineering; \$248,009.
  - E. **Approval** of 2018 Billings Long Range Transportation Plan (BLRTP), and recommendation to Policy Coordinating Committee.
  - F. **Declaration** of Surplus Property and authorization for Fire Department to sell Mako model #BAM06H breathing air compressor to Casper College; \$2,000.
  - G. **Preliminary Major Plat** of Copper Ridge Subdivision, 8th Filing, generally located on the north side of Rimrock Road, east of 70th Street West, and west of the existing Copper Ridge Subdivision; Gary Oakland, owner; Sanderson Stewart, agent; conditional approval and adoption of the findings of fact.
  - H. **Preliminary Major Plat** of High Sierra Subdivision, 12th Filing, generally located north of Topanga Avenue in the 11th Filing and East of High Sierra Boulevard; Gary Oakland - High Sierra II, Inc., owner; Sanderson Stewart, agent; conditional approval and adoption of the findings of fact.
  - I. **Final Plat,** Amended Lot 2, Block 4, Claimstake Subdivision.

**J. Bills:**

1. September 24 and 28, 2018

**REGULAR AGENDA:**

2. **PUBLIC HEARING AND RESOLUTION** approving and adopting budget amendments for FY 2019. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
3. **APPROVAL** of City Administrator employment agreement. City's consultant and staff recommends approval. (Action: approval or disapproval of City's consultant and 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:** 10/22/2018

**TITLE:** BID AWARD: Fire Personal Protective Clothing

**PRESENTED BY:** William Rash, Fire Chief

**Department:** Fire

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

The Fire Department needs to routinely replace outdated and worn Personal Protection Equipment (PPE), so bids were invited for replacement fire structure protective clothing. At the October 9 meeting, the Fire Department asked to postpone the bid award so that the six (6) bids could be reviewed for compliance to the bid specifications with consideration given for the level of service offered. Bids were evaluated to determine if any exceptions noted by bidders are acceptable and/or have an impact on the performance and workmanship of the proposed products. The lowest bidder requested 20 exceptions that did not meet the specifications. The next lowest bidder complied with the bid specifications and noted only 1 exception, which was a modern fit pant, which combines both regular and relaxed cuts in one style. The next lowest bidder requested 20 exceptions.

**ALTERNATIVES ANALYZED**

City Council may approve or disapprove entering into a five (5) year agreement for the purchase of firefighter structure protective clothing with LN Curtis.

**FINANCIAL IMPACT**

Five (5) vendors submitted a total of six (6) bids and those vendors are: Beartooth Fire Protection (\$2,684.79/set); MES (\$2,426.80/set); Chris Martorana (\$2,751.75/set); Axmen (\$3,485.31/set); and LN Curtis submitted 2 bids (Bid 1: \$2,561.69/set and Bid 2: \$2,446.75/set)

**RECOMMENDATION**

Staff recommends that the City Council approve entering into a 5-year agreement with LN Curtis, Bid 2 for the purchase of Globe PPE at an average cost of \$2,446.75 per set (coat/pant).

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 10/22/2018

**TITLE:** City Vehicles

**PRESENTED BY:** Kevin Iffland, Assistant City Administrator

**Department:** City Hall Administration

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

Thirteen City Vehicles in the light truck class are scheduled for replacement in the City's Equipment Replacement Program and were approved by City Council during the FY 18-19 budget process. Staff advertised for sealed bids for city vehicles on September 28 and October 5, 2018, with a bid opening on October 9, 2018.

The bids are for the following types of vehicles:

- One ½ ton regular cab 2-wheel drive pickup (Parks)
- One 1-ton 2-wheel drive truck with dump body (Street)
- One ¾ ton 4x4 regular cab pickup with service body (PW Belknap)
- Three ½ ton 4x4 extended cab pickups (PW Belknap)
- One ¾ ton 4x4 extended cab pickup with service body and lift gate (PW Belknap)
- One 1-ton 4x4 regular cab pickup with service body (PW Belknap)
- One 1 ½ ton 4x4 truck with dump body, crane and snow plow (PW Belknap)
- One ¾ ton 4x4 extend cab pickup with service body (PW Belknap)
- One ¾ ton 4x4 extend cab pickup with service body, lift gate and air compressor (PW Belknap)
- One 1 ½ ton 4x4 regular cab truck with service body, lift gate and crane
- One 1 ½ ton 4x4 regular cab truck with service body and lift gate

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the purchases of vehicles from the low qualified bidders or;
- Disapprove the purchases and reject all bids.

**FINANCIAL IMPACT**

The City received four bids on the vehicles. The total low bid amount for the vehicles is \$565,783.00 as outlined on the attached "Vehicle Bid Results."

**RECOMMENDATION**

Staff recommends retaining four of the five vehicles offered for trade and selling them at auction because the dealer trade allowance for these four vehicles was only \$3,200 while the trade-in book value is \$7,091 for the four vehicles. Staff recommends trading one of the trade vehicles because the dealer trade allowance was \$3,400 while the trade-in book value is \$2,525 for this vehicle.

Staff recommends awarding all Bid Schedules to the lowest bidder, as follows. Bid schedules 1

and 4 without trades to Yellowstone Country Motors, in Livingston, MT for the bid amount of \$100,482; Bid Schedule 11 with trade to Billion Auto Group, in Bozeman, MT for the bid amount of \$67,670; Bid Schedules 2 and 7 without trades to Bison Ford/Normont Equipment in Great Falls, MT for the bid amount of \$104,583; and Bid Schedules 3, 5, 6, 8, 9 and 10 without trades to Bison Ford/Kois Equipment in Great Falls, MT for the bid amount of \$293,048.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Vehicle Bid Results

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## Vehicle Bid Results

**BID SCHEDULE 1- ONE (1) NEW CURRENT MODEL 2019 FULL SIZE 1/2-TON 2 WHEEL DRIVE, REGULAR CAB LONG-BOX PICKUP**

| <u>Vendor</u>              | <u>Total Bid</u>   | <u>Trade In</u> | <u>Net Bid</u> |
|----------------------------|--------------------|-----------------|----------------|
| Yellowstone Country Motors | <b>\$23,220.00</b> | \$ 500.00       | \$22,720.00    |
| Billion Auto Group         | \$24,276.00        | \$ 550.00       | \$23,726.00    |
| Bison Motors               | \$28,889.00        | \$1,000.00      | \$27,889.00    |
| Bison Motors/Kois/Normont  | No Bid             |                 |                |

**BID SCHEDULE 2- ONE (1) NEW CURRENT MODEL 2019 ONE-TON TWO WHEEL DRIVE DUAL REAR WHEELS, REGULAR CAB, CAB AND CHASSIS 60" CAB TO AXLE WITH MOUNTED 9' DUMP BODY**

| <u>Vendor</u>              | <u>Total Bid</u> | <u>Trade In</u> | <u>Net Bid</u>     |
|----------------------------|------------------|-----------------|--------------------|
| Yellowstone Country Motors | No Bid           |                 |                    |
| Billion Auto Group         | \$42,716.00      | None            | \$42,716.00        |
| Bison Motors/Normont       | \$38,596.00      | None            | <b>\$38,596.00</b> |
| Bison Motors/Kois          | \$39,269.00      | None            | \$39,269.00        |

**BID SCHEDULE 3- ONE (1) NEW CURRENT MODEL 2019 3/4-TON 4 WHEEL DRIVE REGULAR CAB PICKUP WITH SERVICE BODY**

| <u>Vendor</u>              | <u>Total Bid</u> | <u>Trade In</u> | <u>Net Bid</u>     |
|----------------------------|------------------|-----------------|--------------------|
| Yellowstone Country Motors | No Bid           |                 |                    |
| Billion Auto Group         | \$40,025.00      | None            | \$40,025.00        |
| Bison Motors/Normont       | \$38,184.00      | None            | \$38,184.00        |
| Bison Motors/Kois          | \$37,487.00      | None            | <b>\$37,487.00</b> |

**BID SCHEDULE 4- THREE (3) NEW CURRENT MODEL 2019 FULL-SIZE 1/2 TON, 4 WHEEL DRIVE, EXTENDED CAB 4-DOOR SHORT 6.5' BOX PICKUPS**

| <u>Vendor</u>              | <u>Total Bid</u>    | <u>Trade In</u> | <u>Net Bid</u> |
|----------------------------|---------------------|-----------------|----------------|
| Yellowstone Country Motors | <b>\$ 77,262.00</b> | \$500.00        | \$ 76,762.00   |
| Billion Auto Group         | \$111,918.00        | \$750.00        | \$111,168.00   |
| Bison Motors               | \$ 97,542.00        | \$500.00        | \$ 97,042.00   |
| Bison Motors/Kois/Normont  | No Bid              |                 |                |

**BID SCHEDULE 5- ONE (1) NEW CURRENT MODEL 2019 3/4-TON 4 WHEEL DRIVE EXTENDED CAB LONG BOX PICKUP WITH SERVICE BODY AND LIFT GATE**

| <u>Vendor</u>              | <u>Total Bid</u>   | <u>Trade In</u> | <u>Net Bid</u> |
|----------------------------|--------------------|-----------------|----------------|
| Yellowstone Country Motors | No Bid             |                 |                |
| Billion Auto Group         | No Bid             |                 |                |
| Bison Motors/Normont       | \$41,637.00        | \$1,200.00      | \$40,437.00    |
| Bison Motors/Kois          | <b>\$40,113.00</b> | \$1,200.00      | \$38,913.00    |

**BID SCHEDULE 6- ONE (1) NEW CURRENT MODEL 2019 ONE-TON 4 WHEEL DRIVE REGULAR CAB PICKUP WITH SERVICE BODY**

| <u>Vendor</u>              | <u>Total Bid</u> | <u>Trade In</u> | <u>Net Bid</u>     |
|----------------------------|------------------|-----------------|--------------------|
| Yellowstone Country Motors | No Bid           |                 |                    |
| Billion Auto Group         | \$43,614.00      | None            | \$43,614.00        |
| Bison Motors/Normont       | \$40,376.00      | None            | \$40,376.00        |
| Bison Motors/Kois          | \$39,551.00      | None            | <b>\$39,551.00</b> |

**BID SCHEDULE 7- ONE (1) NEW CURRENT MODEL 2019 ONE AND A HALF-TON, 5500 SERIES FOUR WHEEL DRIVE DUAL REAR WHEELS, REGULAR CAB, CAB AND CHASSIS 60" CAB TO AXLE WITH MOUNTED 9' DUMP BODY, SNOW PLOW AND CRANE**

| <u>Vendor</u>              | <u>Total Bid</u>   | <u>Trade In</u> | <u>Net Bid</u> |
|----------------------------|--------------------|-----------------|----------------|
| Yellowstone Country Motors | No Bid             |                 |                |
| Billion Auto Group         | \$69,282.00        | \$1,600.00      | \$67,682.00    |
| Bison Motors/Normont       | <b>\$65,987.00</b> | \$1,000.00      | \$64,987.00    |
| Bison Motors/Kois          | \$69,582.00        | \$1,000.00      | \$68,582.00    |

**BID SCHEDULE 8- ONE (1) NEW CURRENT MODEL 2019 3/4-TON 4 WHEEL DRIVE EXTENDED CAB 4-DOOR PICKUP WITH SERVICE BODY**

| <u>Vendor</u>              | <u>Total Bid</u> | <u>Trade In</u> | <u>Net Bid</u>     |
|----------------------------|------------------|-----------------|--------------------|
| Yellowstone Country Motors | No Bid           |                 |                    |
| Billion Auto Group         | No Bid           |                 |                    |
| Bison Motors/Normont       | \$40,474.00      | None            | \$40,474.00        |
| Bison Motors/Kois          | \$39,777.00      | None            | <b>\$39,777.00</b> |

**BID SCHEDULE 9- ONE (1) NEW CURRENT MODEL 2019 3/4-TON 4 WHEEL DRIVE EXTENDED CAB 4-DOOR PICKUP WITH SERVICE BODY, LIFT GATE AND AIR COMPRESSOR**

| <u>Vendor</u>              | <u>Total Bid</u> | <u>Trade In</u> | <u>Net Bid</u>     |
|----------------------------|------------------|-----------------|--------------------|
| Yellowstone Country Motors | No Bid           |                 |                    |
| Billion Auto Group         | No Bid           |                 |                    |
| Bison Motors/Normont       | \$57,149.00      | None            | \$57,149.00        |
| Bison Motors/Kois          | \$54,893.00      | None            | <b>\$54,893.00</b> |

**BID SCHEDULE 10- ONE (1) NEW 2019 CURRENT MODEL HD 5500 SERIES DUAL REAR WHEEL, 4-WHEEL DRIVE REGULAR CAB TRUCK WITH SERVICE BODY, LIFTGATE AND CRANE**

| <u>Vendor</u>              | <u>Total Bid</u> | <u>Trade In</u> | <u>Net Bid</u>     |
|----------------------------|------------------|-----------------|--------------------|
| Yellowstone Country Motors | No Bid           |                 |                    |
| Billion Auto Group         | \$82,249.00      | None            | \$82,249.00        |
| Bison Motors/Normont       | \$89,202.00      | None            | \$89,202.00        |
| Bison Motors/Kois          | \$81,227.00      | None            | <b>\$81,227.00</b> |

**BID SCHEDULE 11- ONE (1) NEW 2019 CURRENT MODEL HD 5500 SERIES DUAL REAR WHEEL, 4-WHEEL DRIVE REGULAR CAB TRUCK WITH SERVICE BODY AND LIFTGATE**

| <u>Vendor</u>              | <u>Total Bid</u> | <u>Trade In</u> | <u>Net Bid</u>     |
|----------------------------|------------------|-----------------|--------------------|
| Yellowstone Country Motors | No Bid           |                 |                    |
| Billion Auto Group         | \$71,070.00      | \$3,400.00      | <b>\$67,670.00</b> |
| Bison Motors/Normont       | \$76,950.00      | \$1,700.00      | \$75,250.00        |
| Bison Motors/Kois          | \$69,889.00      | \$1,700.00      | \$68,189.00        |

**Regular City Council Meeting**

**Meeting Date:** 10/22/2018

**TITLE:** 2018 Loader Mounted Snowblower

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

**Department:** Public Works

**Presentation:** No

**PROBLEM/ISSUE STATEMENT**

Bids were received by the Street/Traffic Division of the Public Works Department on October 9, 2018, to purchase a 2018 loader mounted snowblower. This snow blower is used for blowing snow into trucks when crews are removing snow from the streets. This purchase would replace an existing snow blower as part of the FY 2019 Equipment Replacement Plan (ERP) and the FY 2019 budget for the Street/Traffic Division. The City received 3 bids and Solid Waste Systems is the low bidder.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve purchasing the 2018 loader mounted snow blower from Solid Waste Systems, or;
- Disapprove the purchase and reject all bids. If the new loader mounted snow blower is not purchased, the Public Works Department will continue using the existing snow blower that is reaching the end of its useful life. Maintenance costs will increase and reliability will decrease.

**FINANCIAL IMPACT**

Three Bids were received as shown below:

| Bidders Name        | Bid          | Trade In    | Net Price    |
|---------------------|--------------|-------------|--------------|
| Solid Waste Systems | \$170,978.00 | \$8,500.00  | \$162,478.00 |
| Wausau Equipment Co | \$232,382.00 |             | \$232,382.00 |
| Kois Bros.          | \$201,237.00 | \$12,500.00 | \$188,737.00 |

**RECOMMENDATION**

Staff recommends that the City Council approve purchasing a 2018 loader mounted snowblower from Solid Waste Systems for the net amount of \$162,478.

**APPROVED BY CITY ADMINISTRATOR**

**Regular City Council Meeting**

**Meeting Date:** 10/22/2018

**TITLE:** South Billings Aquatic and Recreation Concept Development Plan  
Contract Award

**PRESENTED BY:** Wyeth Friday

**Department:** Planning & Community Services

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

The City Council is being asked to approve the contract with A&E Architects for \$149,803 to complete the South Billings Aquatic and Recreation Center Concept Development Plan (See attached contract). The City Council approved \$150,000 in Tax Increment funds for this plan from the South Billings Boulevard Urban Renewal District (SBBURD) as part of the FY19 City Budget and in the 2019-2023 Capital Improvement Plan earlier this year. An RFP was issued by the City of Billings for the delivery of a Concept Development Plan including specific site assessments, facility elements, development and operation costs, and other information to begin development of a South Billings Aquatics & Recreation Center project for the City of Billings and Yellowstone County. Five proposals were submitted and a selection committee evaluated the proposals and selected A&E Architects and its consultant team to carry out this study effort.

A study was completed in 2017-2018 to determine the needs in Billings for local and regional recreation and sports facilities. Victus Advisors completed the study and determined a need exists for large indoor aquatics, courts and ice facilities to serve the community, the State and the region. The Concept Development Plan for the South Billings Aquatics & Recreation Center will provide information to allow all parties to make decisions on the design, scale, operations, funding and overall scope of constructing future facilities. The plan is expected to be completed in April 2019.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the contract with A&E Architects for \$149,803 to complete the South Billings Aquatic and Recreation Center Concept Development Plan, or;
- Disapprove of the contract with A&E Architects for \$149,803 to complete the South Billings Aquatic and Recreation Center Concept Development Plan. This plan and funding is approved in the FY19 City Budget and FY19 - FY23 CIP, and is in alignment with the City's goal of study the feasibility, design and construction of a South Billings Aquatic and Recreation Center.

## **FINANCIAL IMPACT**

The City Council approved Tax Increment funds to complete the South Billings Aquatic and Recreation Concept Development Plan in the FY19 City Budget and in the 2019-2023 Capital Improvement Plan earlier this year. The proposed budget of \$149,803 is just under the \$150,000 in funds allocated for this plan as an element of the South Billings Aquatic and Recreation Facility feasibility, design and future construction effort. The South Billings Boulevard Urban Renewal District has this expense included in its FY19 Budget as approved by the City Council.

## **RECOMMENDATION**

Staff recommends the City Council approve the contract with A&E Architects for \$149,803 to complete the South Billings Aquatic and Recreation Center Concept Development Plan.

## **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Contract

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## **CONSULTANT AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as “**CITY**,” and A & E Architects, P.C., 124 North 29<sup>th</sup> Street, Suite 100, Billings, MT, 59101 hereinafter referred to as “**CONSULTANT**.”

### **WITNESSETH:**

**WHEREAS**, the **CITY** proposes to obtain information regarding the development of a 2018 South Billings Boulevard Urban Renewal District Aquatics and Recreation Center Concept Design Study and desires to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work and Schedule attached here to as Exhibits “A” and “B” and by this reference made a part hereof.

**WHEREAS**, the **CITY** has authority to contract for such services, and;

**WHEREAS**, the **CONSULTANT** represents that he/she is fully qualified to perform such services personally and is in compliance with the Montana Statutes relating to the provisions of such services.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

**1.     PURPOSE:** **CITY** agrees to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit “A” and by this reference made a part hereof. In performing these services, the **CONSULTANT** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

**2.     TERM:** This **AGREEMENT** shall be for a period of 6 months, from the execution of this **AGREEMENT**. This **AGREEMENT** may be extended on a month to month option by mutual agreement of both parties, in writing, thirty (30) days prior to termination.



3. **PAYMENT:** In consideration of the services provided by the **CONSULTANT** under this **AGREEMENT**, the **CITY** agrees to pay **CONSULTANT** a price not to exceed \$149,803.00 as described in the Project Cost attached hereto as Exhibit “C”.

In the event scope of work issues arise, the **CONSULTANT** shall immediately discuss them with the Project Manager for the **CITY**. It is understood that the Consultant will not perform any work that the **CITY** deems outside the scope prior to receiving written approval from the **CITY**, and at a rate agreed upon by both parties. Any payment for work not agreed upon by the **CITY** shall be denied.

**CONSULTANT**, shall invoice City monthly for the percentage of the work completed by the **CONSULTANT**. **CITY** shall pay undisputed invoices within thirty (30) days of the invoice date. The final payment shall be made only after acceptance of final invoice by the **CITY**, and determination has been made by the **CITY** that the scope of work has been satisfactorily completed.

4. **INDEPENDENT CONTRACTOR STATUS:** The parties agree that **CONSULTANT** is an independent Contractor for purposes of this **AGREEMENT** and is not to be considered an employee of the **CITY** for any purpose. **CONSULTANT** is not subject to the terms and provisions of the **CITY**'s personnel policies handbook and may not be considered a **CITY** employee for workers' compensation or any other purpose. **CONSULTANT** is not authorized to represent the **CITY** or otherwise bind the **CITY** in any dealings between **CONSULTANT** and any third parties.

5. **INDEMNITY AND INSURANCE:**

- A. The Consultant 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 **AGREEMENT**.
- B. The Consultant agrees to indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Consultant or its agents or employees.
- C. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both Billings and the Consultant, the Consultant 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



Consultant's or any subcontractor's wrongful or negligent acts occurring as a result from the Consultant's performance pursuant to this **AGREEMENT**.

- D. The **CONSULTANT** shall maintain in good standing the insurance described in this Section. Before rendering any services under this **AGREEMENT**, the **CONSULTANT** shall furnish the **CITY** with proof of insurance in accordance with this Section.

The **CONSULTANT** 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 -- \$750,000 per claim and \$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.

Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the **CITY** prior to cancellation. **CONSULTANT** may use an Excess Limits policy that drops down and follows form to meet the required insurance limits.

The **CITY** 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.

**CONSULTANT** shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. **CONSULTANT** shall maintain workers' compensation insurance coverage for all members and employees of **CONSULTANT's** business, except for those members who are exempted as independent **CONSULTANTS** under the provisions of §39-71-401, MCA.

**CONSULTANT** shall furnish **CITY** with copies showing one of the following: (1) proof of registration as a registered Contractor under Title 39, Chapter 9, MCA; (2) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (3) proof of exemption from workers' compensation granted by law for independent Contractors.



**6. AGREEMENTS OF CONSULTANT:** As an inducement to the execution of this **AGREEMENT** by the **CITY** and in consideration of the agreements to be performed by the **CITY**, the **CONSULTANT** agrees that:

A. Qualifications

The **CONSULTANT** is qualified to perform the services to be furnished under this **AGREEMENT** and is permitted by law to perform such services, and all personnel engaged in the work shall be qualified and so permitted to do the work they perform.

B. Solicitation of Agreement

The **CONSULTANT** has not employed any person to solicit this **AGREEMENT** and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, or other compensation in connection with the procurement of this **AGREEMENT**.

C. Facilities and Personnel

The **CONSULTANT** has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed.

D. Subcontracting

None of the work or services covered by this **AGREEMENT** shall be subcontracted without the prior approval of the **CITY**.

E. Affidavits of Compliance

The **CONSULTANT** will, if requested by the **CITY**, furnish the **CITY** affidavits certifying compliance with the provisions of this Section.

**7. AGREEMENTS OF CITY:**

A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the City of Billings' portion of the project as designated in the scope of work.

B. Name a Project Manager who shall be the liaison between the Consultant and the City of Billings. For this project, the Project Manager for **CONSULTANT** designated is Dusty Eaton and the Project Manager for **CITY** designated is Mike Whitaker.



**8. NONDISCRIMINATION:**

- A. The **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT** shall state, in all solicitations or advertisements for employees to work on 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 **CONSULTANT** shall comply with any and all reporting requirements that may apply to it that the **CITY** may establish by regulation.
- D. The **CONSULTANT** shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such sub-consultant or vendor of the **CONSULTANT** under this **AGREEMENT**.
- E. The **CONSULTANT** shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination (Exhibit "D").
- 9. PERMITS, LAWS, AND TAXES:** The **CONSULTANT** shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this **AGREEMENT**. All actions taken by the **CONSULTANT** under this **AGREEMENT** shall comply with all applicable statutes, ordinances, rules and regulations. The **CONSULTANT** shall pay all taxes pertaining to its performance under this **AGREEMENT**.



10. **NONWAIVER:** The failure of either party at any time to enforce a provision of this **AGREEMENT** shall in no way constitute a waiver of the provision, nor in any way affect the validity of this **AGREEMENT** or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.
11. **DECLARATION OF NO FINANCIAL INTEREST:** The **CONSULTANT** hereby declares that he does not have any interest (including that of real estate agent or broker), direct or indirect, present or prospective, in any property described in Section 1 or in its sale, or any other interest, whether or not in connection with the property, which would conflict in any manner or degree with the performance of the services and the submission of impartial reports, and has not employed and will not employ, in connection with the services to be furnished under this **AGREEMENT**, any person having any such interest. Until the property is acquired by the **CITY** or excluded from its project by resolution of its governing body, the **CONSULTANT** and any employees of the **CONSULTANT**, so long as they are employed by the **CONSULTANT**, will not acquire any such interests and will not, for their own account or for other than the **CITY**, negotiate for any of the property, perform services in connection with the property, or testify voluntarily as a witness in a condemnation or other proceeding with respect to the property.
12. **SUCCESSORS AND ASSIGNS:** This **AGREEMENT** and all of the covenants hereof shall inure to the benefit of and be binding upon the **CITY** and the **CONSULTANT** respectively and his partners, successors, assigns, and legal representatives. Neither the **CITY** nor the **CONSULTANT** shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.
13. **CHANGES IN WORK:** Any change in the scope of **CONSULTANT'S** services as stated in this **AGREEMENT** for whatever reason, will be negotiated between the **CITY** and the **CONSULTANT** and an amendment to this **AGREEMENT** will be issued with the appropriate change of services and **AGREEMENT** fee noted.
14. **LEGAL RELATIONS:** The **CONSULTANT** shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done.



15. **TERMINATION OF AGREEMENT:** The right is reserved by the **CITY** to terminate this **AGREEMENT** at any time upon not less than thirty (30) days written notice to the **CONSULTANT**. If one of the parties fails to comply with the terms and conditions of the Agreement, written notice may be provided describing the default. If the defaulting party fails to cure and correct the claimed default within a reasonable period specified in the notice, the non-defaulting party may terminate its services under the Agreement.  
  
In the event the **CITY** terminates this **AGREEMENT**, the **CONSULTANT** shall be paid for the amount of work performed or services rendered to date of termination per the **AGREEMENT** fee.
16. **ENDORSEMENTS:** The **CONSULTANT** shall furnish signatures, statements, or other suitable means to signify responsible endorsement of work on all reports furnished by him.
17. **OWNERSHIP OF DOCUMENTS:** All information relating to the project and prepared under the terms of this **AGREEMENT**, including reports, data, recommendations, exhibits, analyses, and plans shall be deemed the property of the **CITY**. Reproducibles of all notes, reports, and plans shall be made available at the **CITY'S** request. **CONSULTANT** shall not be liable for modifications to documents prepared by **CONSULTANT** which are made without **CONSULTANT's** advice after delivery to **CITY**, nor shall **CONSULTANT** be liable for their use in projects other than the Project outlined within this Agreement.
18. **PUBLIC INFORMATION:** The **CONSULTANT** shall not issue any statements, releases, or information for public dissemination without prior approval of the **CITY**.
19. **PROPRIETARY RIGHTS:** If patentable discoveries or inventions should result from work required herein, all rights accruing from such discoveries or inventions shall be the property of the **CITY**. Pre-existing works created by **CONSULTANT** outside of the services for **CITY** but utilized in connection with such services shall continue to be owned by **CONSULTANT**.
20. **RECORDS:** The **CONSULTANT** shall maintain accounting records and other evidence pertaining to the cost incurred and to make the records available at all times during the **AGREEMENT** term and for three (3) years from the date of final payment. Such accounting records and other evidence pertaining to the cost incurred will be made available for inspections authorized by the **CITY** and copies thereof shall be furnished if requested.



- 21. **ATTORNEY’S FEES AND COSTS:** That 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 the **AGREEMENT** or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney’s fees and costs.
  
- 22. **LITIGATION LOCATION:** The parties agree that this **AGREEMENT** shall be governed in all respects by the laws of the state of Montana, and the parties expressly agree that venue shall be in the Montana Thirteenth Judicial District County for Yellowstone County and there shall be no other venue for resolution of disputes arising from the **AGREEMENT** or the performance of its terms.
  
- 23. **MODIFICATION AND AMENDMENTS:** That any amendment or modification 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**.

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument the day and year first above written.

**CITY OF BILLINGS, MONTANA**

**A & E Architects, P.C.**

By \_\_\_\_\_  
**William H. Cole,**  
**MAYOR**

By \_\_\_\_\_  
**Print Name** \_\_\_\_\_

**Print Title** \_\_\_\_\_

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
**BRENT BROOKS, CITY Attorney**



# EXHIBIT A SCOPE OF WORK



**South Billings Recreation Center Study**  
A&E Architects / Barker Rinker Seacat Architecture  
PROPOSED SCOPE OF SERVICES & WORK PLAN

09.27.18  
Revised:

| Activity/ Timeline   | Scope Description (Tasks & Products)  |
|--|---|
|  | <b>Phase 1A   Initial Site Understanding, Program, and Criteria</b>   |
| <b>1.0</b><br>Location: TBD<br>A&E, BRS, and<br>Steering Committee<br>BRS Conference Call                | <b>Core Team Kick-off Meeting</b> <ul style="list-style-type: none"> <li>• Review proposed work plan scope and schedule</li> <li>• Confirm team on the Billings Steering Committee</li> <li>• Confirm time frame for work plan</li> <li>• Refine public input process requirements</li> <li>• Confirm all deliverables</li> <li>• Review existing documentation for the sites</li> <li>• Confirm Project Budget</li> <li>• Review Sustainable Goals</li> <li>• Initial Site Plan Options Discussion</li> <li>• Mission/Vision Statement Draft + Values</li> <li>• Discuss previous public survey results / Check if a new survey is required</li> </ul>   |
| <b>1.1</b><br>Duration: 3 weeks  | <b>Work Period #1 - Mission/Goals, Conceptual Program, Data Collection</b> <ul style="list-style-type: none"> <li>• Billings Steering Committee Items: (forward to A&amp;E/BRS as soon as possible)               <ul style="list-style-type: none"> <li>• Collect additional site information: maps, soils, utilities (all existing data available)</li> <li>• Program information developed to date</li> <li>• Suggestions for public input / Confirmed Stakeholder Groups</li> <li>• Current budget information or limitations</li> </ul> </li> <li>• Design team to begin analyzing site information by Owner</li> <li>• Create materials for Core Team Meeting #1               <ul style="list-style-type: none"> <li>• Slide tour of potential recreation program components</li> <li>• Prepare customized Program Card Game (2 sets by BRS)</li> </ul> </li> <li>• Preliminary site plan information based upon past input (if any)               <ul style="list-style-type: none"> <li>• Create "Wish list" program and site opportunities</li> <li>• Develop preliminary capital costs</li> </ul> </li> <li>• Weekly internal project meeting with A&amp;E, BRS, and Consultants</li> </ul>  |
| <b>1.2</b><br>Location: TBD<br>A&E, BRS, B*K, SS<br>Steering Committee<br>1:00 - 4:00 p.m.<br>BRS Trip 1 | <b>Core Team Meeting #1 - Kick-Off Meeting, Mission/Goals, Program, Data Collection</b> <ul style="list-style-type: none"> <li>• Initial Design Team Meeting with Billings Steering Committee:               <ul style="list-style-type: none"> <li>• Schedule and timeline discussion</li> <li>• Project vision, goals and objectives</li> <li>• Identify project constraints and parameters</li> <li>• Discuss potential partners</li> <li>• Current and future demands with the community</li> <li>• Sustainable goals</li> <li>• Scope of study and concept design discussion</li> <li>• Preliminary Program Review Discussion</li> <li>• Operational philosophy/fee discussion</li> </ul> </li> <li>• Participatory activities with Steering Committee for project input to include:               <ul style="list-style-type: none"> <li>• Slide tour of similar community recreation facilities to give committee a visual picture of the potential program components</li> </ul> </li> <li>• Play "Program Card Game" for program building components as a data collecting device, build a wish list and to build consensus among diverse parties (game to include sizing and space allocation requirements for each program component area to meet current and future demands within the community)</li> </ul> <ul style="list-style-type: none"> <li>• Discuss Priorities and Site Options</li> <li>• Review Alternative Building Program Options</li> <li>• Review schedule, budget, and project delivery objectives</li> <li>• Visit Sites and discuss opportunities &amp; constraints</li> </ul> |



### South Billings Recreation Center Study

A&E Architects / Barker Rinker Seacat Architecture  
PROPOSED SCOPE OF SERVICES & WORK PLAN

09.27.18  
Revised:

|   |   |
|---|---|
| <p>1.3</p> <p>Location: Denver</p> <p>A&amp;E, BRS,<br/>Steering Committee</p>  | <p><b>(Optional-Not in Scope) Denver Recreation Tour</b></p> <ul style="list-style-type: none"> <li>• (Optional) Tour any existing area recreation facilities and other providers in the Denver area to gather specific information relevant to this project and see similar facilities</li> </ul>  |
| <p>2.0</p> <p>Duration: 4 Weeks</p>   | <p><b>Work Period #2 - Program Refinement and Site Evaluations</b></p> <ul style="list-style-type: none"> <li>• Revise preliminary program plan and site option diagrams based on all input from Core Team Meeting #1             <ul style="list-style-type: none"> <li>• Create options of proposed program and site requirements</li> <li>• Initial development of preliminary capital costs for each program</li> </ul> </li> <li>• Create materials for Community Workshop #1</li> <li>• Weekly internal project meeting with A&amp;E, BRS, and Consultants</li> </ul>   |
| <p>2.1</p> <p>Location: TBD</p> <p>A&amp;E, BRS, B*K, SS<br/>Steering Committee</p> <p>1:00 - 4:00 p.m.<br/>BRS Trip 2</p>          | <p><b>Core Team Meeting #2 - Initial Program and Site Review</b></p> <ul style="list-style-type: none"> <li>• Meeting facilitation</li> <li>• Project Program, Site and Budget             <ul style="list-style-type: none"> <li>• Review draft Project Mission Statement</li> <li>• Development of prelim. program consensus (Confirm programming decisions)</li> <li>• Discuss site features and programming options</li> <li>• Discuss program areas that may be impacted by community stakeholder and/ or partner input</li> <li>• Review and discuss site understanding relative to project budgets and costs</li> </ul> </li> </ul>  |
| <p>2.2</p> <p>Location: TBD</p> <p>6:00 - 8:00 p.m.<br/>Same Day as Above</p>   | <p><b>Community Workshop #1 - Presentation to the Community of Initial Program and Site Considerations Reviewed by the Core Team</b></p> <ul style="list-style-type: none"> <li>• Meeting facilitation</li> <li>• Present slide tour of similar community recreation facilities to give committee a visual picture of the potential program components</li> <li>• Display 'what if' photographs and similar plans for other Facilities</li> <li>• Play Card Game as prioritization participatory exercise</li> <li>• Gather input</li> </ul>  |
| <p>3.0</p> <p>Duration: 4 Weeks</p>   | <p><b>Work Period #3 - Program and Site Criteria Refinement</b></p> <ul style="list-style-type: none"> <li>• Revise program plans as needed based on all input from Core Team Meeting #2 and Community Workshop #1             <ul style="list-style-type: none"> <li>• Create proposed program spaces and area (SF) requirements</li> <li>• Revise preliminary capital costs for each program in each facility type</li> <li>• Refine Alternative Program and Site Relationship Diagrams</li> </ul> </li> <li>• Weekly internal project meeting with A&amp;E, BRS, and Consultants</li> </ul>  |
| <p>3.1</p> <p>Location: TBD</p> <p>A&amp;E, BRS, B*K, SS<br/>Steering Committee</p> <p>1:00 - 4:00 p.m.<br/>BRS Conference Call</p> | <p><b>Core Team Meeting #3 - Program and Site Criteria Evaluation</b></p> <ul style="list-style-type: none"> <li>• Meeting facilitation</li> <li>• Project Program and Site Refinement             <ul style="list-style-type: none"> <li>• Development of prelim. program consensus (Commit programming decisions)</li> <li>• Discuss site concept development and programming</li> <li>• Discuss program areas that may be impacted by community stakeholder and/ or partner input</li> <li>• Review and discuss project budget and construction costs</li> </ul> </li> <li>• Review alternative site diagrams</li> <li>• Review survey results and findings</li> <li>• Review Alternative Program Plan Relationship Diagrams and suggest recommended modifications for further study to arrive at recommended site plan options</li> </ul> |



### South Billings Recreation Center Study

A&E Architects / Barker Rinker Seacat Architecture  
PROPOSED SCOPE OF SERVICES & WORK PLAN

09.27.18  
Revised:

| Phase 2   Conceptual Design   |  |
|---|--|
| <p><b>4.0</b></p> <p>Duration: 4 Weeks</p>  | <p><b>Work Period #4 - Program and Site Conceptual Design</b></p> <ul style="list-style-type: none"> <li>Create site masterplans showing preferred direction from Billings, The City, Council, Public and other stakeholder groups</li> <li>Create conceptual design building plan drawings               <ul style="list-style-type: none"> <li>Finalize preliminary images</li> <li>Develop 3-dimensional computer exterior models of each site and selected option to illustrate the scale and functions of the various program elements</li> </ul> </li> <li>Refine Overall Construction and Project Budget Information</li> <li>Create materials for Community Workshop #2</li> <li>Weekly internal project meeting with A&amp;E, BRS, and Consultants</li> </ul> |
| <p><b>4.1</b></p> <p>Location: TBD<br/>A&amp;E, BRS, SS<br/>Steering Committee<br/>1:00 - 4:00 p.m.<br/>BRS Trip 3</p>          | <p><b>Core Team Meeting #4 - Program and Site Conceptual Design Evaluation</b></p> <ul style="list-style-type: none"> <li>Meeting facilitation</li> <li>Discuss deliverables</li> <li>Review Program Options and Site Plans</li> <li>Review two exterior elevation approaches, select preferred option for further development</li> <li>Review 3-dimensional massing models</li> <li>Review Overall Construction and Project Budget Information</li> </ul>   |
| <p><b>4.2</b></p> <p>Location: TBD<br/>6:00 - 8:00 p.m.<br/>Same Trip as Above</p>  | <p><b>Community Workshop #2 - Presentation to the Community of Refined Program and Site Conceptual Design Options</b></p> <ul style="list-style-type: none"> <li>Meeting facilitation               <ul style="list-style-type: none"> <li>Present Program Options, Site Plans, and Conceptual Massing/Exterior Design</li> <li>Present a project up-date</li> <li>Gather input</li> </ul> </li> </ul>   |
| <p><b>5.0</b></p> <p>Duration: 4 Weeks</p>  | <p><b>Work Period #5 - Prepare Draft Final Concept Design Summary Report</b></p> <ul style="list-style-type: none"> <li>Update all work products base on input received</li> <li>Prepare final draft of Program, Site, and Concept Design include:               <ul style="list-style-type: none"> <li>Project Design Description Narrative</li> <li>Project Program of Spaces</li> <li>Project Design Site Diagrams and 3-dimensional massing models</li> </ul> </li> <li>Prepare PowerPoint Slides of draft final "Concept Design"</li> <li>Weekly internal project meeting with A&amp;E, BRS, and Consultants</li> </ul>   |
| <p><b>5.1</b></p> <p>Location: TBD<br/>A&amp;E, BRS, SS<br/>Steering Committee<br/>1:00 - 4:00 p.m.<br/>BRS Conference Call</p> | <p><b>Core Team Meeting #5 - Project Final Review</b></p> <ul style="list-style-type: none"> <li>Meeting facilitation</li> <li>Review Final Draft of Programming, Site, and Conceptual Design</li> <li>Collect final comments and suggestions</li> </ul> <p><b>Deliverables:</b></p> <ul style="list-style-type: none"> <li>Final Draft Conceptual Design with Graphics Package</li> </ul>   |
| <p><b>5.2</b></p> <p>Location: City Council<br/>A&amp;E, BRS, SS<br/>Steering Committee</p>                                     | <p><b>Billings City Council Update (as needed)</b></p> <ul style="list-style-type: none"> <li>Present Final Draft Report with preferred options</li> <li>Gather input</li> </ul>   |



**South Billings Recreation Center Study**

A&E Architects / Barker Rinker Seacat Architecture  
 PROPOSED SCOPE OF SERVICES & WORK PLAN

08.27.18  
 Revised:

|   |  |
|---|--|
| <p><b>6.0</b></p> <p><b>Duration: 3 Weeks</b></p> | <p><b>Work Period #6 - Produce Final Conceptual Design Report and Graphics</b></p> <ul style="list-style-type: none"> <li>• Update all work products base on input received at last workshops/sessions</li> <li>• Publish Final Conceptual Design Report</li> <li>• Coordination meetings with A&amp;E, BRS, and Consultants</li> </ul> <p><b>Deliverables:</b></p> <ul style="list-style-type: none"> <li>• Complete report and Graphics delivered in .pdf format</li> <li>• Printing of reports and graphic boards available upon request</li> </ul> |
|---|--|

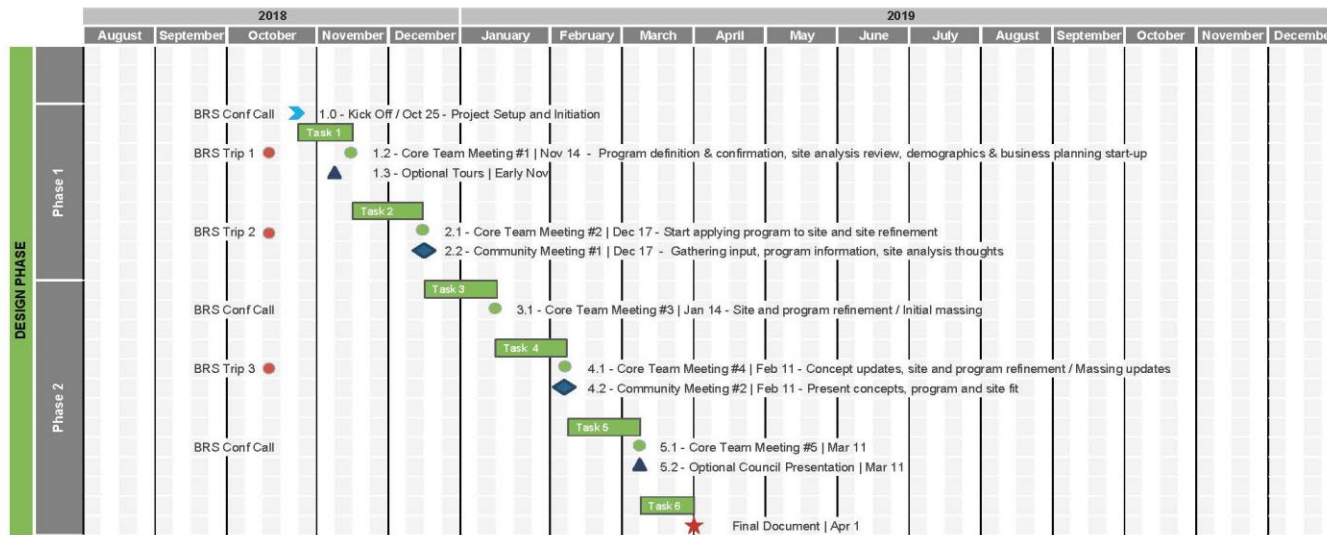


## EXHIBIT B Schedule



### South Billings Recreation Feasibility Study

A&E Architects / Barker Rinker Seacat Architecture  
9/27/2018





# EXHIBIT C Budget



Exhibit A

South Billings Aquatic and Recreation Center  
Master Plan

Proposal  
10/4/2018

| Phase 1  |  | Hours      | Cost             |
|--|--|------------|------------------|
| <b>Task 1 - Initial Site Understanding, Program, and Criteria</b> <span style="float: right;">3 Weeks</span> |  |            |                  |
| 1.0  | Core Team Kickoff Meeting  | 14         |                  |
| 1.1  | Work Period #1 - Mission/Goals, Concept Program, Data Collection | 40         |                  |
| 1.2  | Core Team Meeting #1   | 20         |                  |
| 1.3  | Optional Tour in Denver (Hours not Shown Yet / TBD)              |            |                  |
| <b>Subtotal Task 1 Hours</b>   |  | <b>74</b>  |                  |
| <b>Subtotal Task 1 Fee</b>   |  |            | <b>\$12,295</b>  |
| <b>Task 2 - Program Development and Site Evaluations</b> <span style="float: right;">4 Weeks</span>          |  |            |                  |
| 2.0  | Work Period #2 - Program Development and Site Evaluations        | 98         |                  |
| 2.1  | Core Team Meeting #2   | 28         |                  |
| 2.2  | Community Workshop #1  | 8          |                  |
| <b>Subtotal Task 2</b>   |  | <b>134</b> |                  |
| <b>Subtotal Task 2 Fee</b>   |  |            | <b>\$20,425</b>  |
| <b>Task 3 - Program and Site Criteria Refinement</b> <span style="float: right;">4 Weeks</span>              |  |            |                  |
| 3.0  | Work Period #3 - Program and Site Criteria Refinement            | 116        |                  |
| 3.1  | Core Team Meeting #3   | 16         |                  |
| <b>Subtotal Task 3</b>   |  | <b>132</b> |                  |
| <b>Subtotal Task 3 Fee</b>   |  |            | <b>\$17,695</b>  |
| <b>Phase 2</b>   |  |            |                  |
| <b>Task 4 - Program Completion and Site Concept Design</b> <span style="float: right;">4 Weeks</span>        |  |            |                  |
| 4.0  | Work Period #4 - Program Completion and Site Concept Design      | 140        |                  |
| 4.1  | Core Team Meeting #4   | 23         |                  |
| 4.2  | Community Workshop #2  | 8          |                  |
| <b>Subtotal Task 4</b>   |  | <b>171</b> |                  |
| <b>Subtotal Task 4 Fee</b>   |  |            | <b>\$21,315</b>  |
| <b>Task 5 - Development of Final Concept Report</b> <span style="float: right;">4 Weeks</span>               |  |            |                  |
| 5.0  | Work Period #5 - Prepare Draft of Final Concept                  | 118        |                  |
| 5.1  | Core Team Meeting #5   | 15         |                  |
| 5.2  | Council Presentations as needed                                  |            |                  |
| <b>Subtotal Task 5</b>   |  | <b>133</b> |                  |
| <b>Subtotal Task 5 Fee</b>   |  |            | <b>\$16,245</b>  |
| <b>Task 6 - Completion of Final Concept Report</b> <span style="float: right;">3 Weeks</span>                |  |            |                  |
| 6.0  | Work Period #6 Produce Final Concept Design & Report             | 48         |                  |
| <b>Subtotal Task 6</b>   |  | <b>48</b>  |                  |
| <b>Subtotal Task 6 Fee</b>   |  |            | <b>\$6,290</b>   |
| <b>Subtotals</b>   |  |            | <b>\$94,265</b>  |
| <b>Consultants</b>   |  |            |                  |
|  | Sanderson Stewart  |            | \$18,000         |
|  | Balkara/King   |            | \$21,000         |
|  | Counsilman Hunsaker  |            | \$7,500          |
|  | Stevens Engineering  |            | \$2,000          |
| <b>Reimbursable Expenses</b>   |  |            |                  |
|  | Document Printing  |            | \$2,000          |
|  | Travel   |            | \$5,038          |
| <b>Total Project Fee</b>   |  |            | <b>\$149,803</b> |



## EXHIBIT D DBE AND NON-DISCRIMINATION NOTICE

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### DBE Goals

There are no DBE/WBE goals for this work, but firms are strongly encouraged to utilize DBE firms if applicable. A Montana certified DBE consultant list is available and can be found on the MDT web page, <http://www.mdt.mt.gov/business/contracting/civil/dbe.shtml>

### Nondiscrimination Compliance

Consultants will be subject to Federal and Montana nondiscrimination laws and regulations (see attached notice).

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### NON-DISCRIMINATION NOTICE

During the performance of this Agreement, the Consultant (hereafter in this Section “the Party”), for itself, its assignees and successors in interest, agrees as follows:

#### A) COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

(1) Compliance with Regulations: The Party shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations (CFR), Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement, even if only state funding is here involved.

(2) Nondiscrimination: The Party, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Party shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5.

(3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the Party for work to be performed under a subcontract, including procurement of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the Party of the Party's obligations under this Agreement and the Regulations relative to nondiscrimination.

(4) Information and Reports: The Party will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books,



records, accounts, other sources of information and its facilities as may be determined by State or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the Party is in the exclusive possession of another who fails or refuses to furnish this information, the Party shall so certify to the Department or the FHWA as requested, setting forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Party's noncompliance with the nondiscrimination provisions of this Agreement, State may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,

(a) Withholding payments to the Party under the Agreement until the Party complies, and/or

(b) Cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: The Party will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Party will take such action with respect to any subcontract or procurement as the State or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event the Party is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the Party may request the State to enter into the litigation to protect the interests of the State, and, in addition, the Party or the State may request the United States to enter into such litigation to protect the interests of the United States.

#### B) COMPLIANCE WITH THE MONTANA GOVERNMENTAL CODE OF FAIR PRACTICES, §49-3-207, MCA

In accordance with Section 49-3-207, MCA, the Party agrees that for this Agreement all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

#### C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

(1) The Party will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.

(2) The Party will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: "The Party will provide reasonable accommodations for any known disability that may interfere



with a person in participating in any service, program or activity offered by the Party. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the Party."

All video recordings produced and created under contract and/or agreement will be closed captioned.

**D) COMPLIANCE WITH PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS, 49 CFR §26**

Each Agreement the Department signs with a Party (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The Party, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Party shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Party to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



**EXHIBIT E**  
**CERTIFICATE OF LIABILITY INSURANCE**

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following is added to WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

**INSURANCE (Section III)** for this Coverage Part.

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

## COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

**D.** The following definition is added to **DEFINITIONS (Section V)**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

The following is added to the Paragraph **A.1.c.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage"

occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II**.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following is added to Paragraph 11., **OUR RIGHT TO RECOVER FROM OTHERS.**, of **SECTION IV – CONDITIONS.**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b. "Personal injury" or "advertising injury" caused by an "offense" that is committed;  
subsequent to the execution of the contract or agreement.

**Regular City Council Meeting**

**Meeting Date:** 10/22/2018

**TITLE:** Street Lighting Agreement SILMD 313

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

**Department:** Public Works

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

Special Improvement Light Maintenance District (SILMD) 313 was created to install street lights in Vintage Estates Subdivision. This agreement will provide energy and maintenance for the SILMD from Yellowstone Valley Electric Cooperative, Inc. (YVEC) for the next 30 years. After October 31, 2048, ownership of the lights will be turned over to the City. The City will continue to pay YVEC for electrical energy used in the District after the ownership change.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve this agreement. This agreement clarifies rate and duration of ownership by Yellowstone Valley Electric Cooperative, Inc. for SILMD 313 that has already been approved by Council. There is not an option as the district has been approved and the construction has been done. If the agreement is not approved, YVEC won't provide power for the streetlights.

**FINANCIAL IMPACT**

The initial monthly rate for each 53 watt LED, acorn fixture will be \$24.95 for ownership and routine maintenance and \$2.89 for the electrical energy which totals \$27.84 per lighting unit per month. There are 23 lights in the district, making the total annual cost \$7,683.84. These costs are assessed to property owners in the district through the SILMD.

**RECOMMENDATION**

Staff recommends that the City Council approve the agreement with YVEC to provide electricity and maintenance to SILMD 313.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Street Lighting Agreement

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# STREET LIGHTING AGREEMENT

THIS AGREEMENT, effective this 1<sup>st</sup> day of November, 2018, by and between Yellowstone Valley Electric Cooperative, Inc., a corporation doing business at 150 Cooperative Way, Huntley, Montana 59037, hereinafter called the “Cooperative” and the City of Billings, a municipal corporation organized under the laws of the State of Montana, whose mailing address is PO Box 1178, Billings, Montana 59103, hereinafter called the “City”.

WITNESSETH:

WHEREAS, Special Improvement Lighting Maintenance District No. 313 has been duly created by the City Council of the City of Billings, Montana for the purpose of providing new 53 Watt Light-Emitting Diode (LED) street lighting within the boundaries of said District; and

WHEREAS, the Cooperative will supply, install, operate and own the facilities within said lighting district, and furnish electrical energy to and maintenance for said lighting district upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, it is agreed as follows:

## SECTION 1. INSTALLATION OF NEW FACILITIES

The Cooperative undertakes and agrees to construct and install the street lighting facilities in said lighting district at its own expense, hereinafter called the “lighting system”, and such work shall be commenced as soon as practical and completed by November 1<sup>st</sup> 2018. Said facilities shall be of the type and installed at the locations described below.

- (a.) Type of facilities: initially ten (10) 53-watt LED lamps in acorn style fixtures, mounted on twelve (12) foot posts with decorative fluted stems, served by underground wiring will be installed. An additional thirteen (13) 53-watt LED lamps mounted on decorative poles will be installed as public street improvements are completed in the subdivision, for a total of twenty-three (23) lights in the District.
- (b.) Locations: The lights shall be spaced and located in accordance with the map of said lighting district on file in the office of the City Engineer of the City of Billings, Montana.
- (c.) The type of facilities and number of lights may be modified only by the written consent of the parties hereto.

## SECTION 2. OWNERSHIP

The lighting system to be constructed and installed for the twenty-three (23) lights is, and shall remain, the property of the Cooperative until October 31<sup>st</sup> 2048. On that date, the ownership of the lighting system described within this Agreement shall be turned over to the City without compensation to the Cooperative and the City shall become responsible for all ownership and maintenance expenses related to the City’s ownership of the lights and related appurtenances. The Cooperative shall continue to bill the City for the electrical energy used by the District.

SECTION 3. MAINTENANCE, OPERATION AND REPAIR

- a. The Cooperative agrees to operate and perform ordinary maintenance of the lighting system while the lights are under ownership of the Cooperative. Lights shall be turned on at dusk and turned off at dawn each day during the term of this Agreement.
- b. The charges specified herein are based on normal conditions and do not cover charges for extraordinary repair and/or replacement costs.
- c. The Cooperative will make necessary repairs and replacements within a reasonable time after receiving notice of any outage or other damage to the lighting system. The Cooperative shall have no obligation to patrol the lighting system to determine that they are in operating condition.

SECTION 4. SUPPLY OF ENERGY TO SYSTEM

The Cooperative agrees to supply electrical energy to the lighting system for the charges hereinafter specified, irrespective of the ownership of the lighting system.

SECTION 5. CHARGES

- a. The City undertakes and agrees to pay the Cooperative for furnishing, operating and maintaining, as provided herein, the lighting system to be constructed and owned by the Cooperative and for supplying electrical energy thereto. The charge for each lighting unit with the lighting system shall be based on the rate schedule approved by the Board of Trustees of the Cooperative and in effect at the time the lighting units(s) are installed, subject to future amendment or revision of the rate schedule. The electric energy supply portion of the unit charge may vary based on the rate schedule approved by the Board of Trustees in effect at the time of service.
- b. The initial rate for each 53 watt LED, acorn fixture shall be \$24.95 for ownership and routine maintenance and \$2.89 for the electrical energy, for a total of \$27.84 per lighting unit per month.
- c. The Cooperative shall have the right to seek additional charges from the City for the cost of labor (including applicable overheads) and the actual material cost for repairs to and/or replacement of street lighting facilities that are extraordinary repairs and/or replacement costs.
- d. Bills for said services shall be due and payable in cash or valid warrants when rendered each month and will become delinquent thirty (30) days thereafter.

SECTION 6. FORCE MAJEURE

- a. The Cooperative shall not be liable for failure to comply with any of the terms and conditions of this Agreement where such failure is caused by acts of God, government regulations or orders, strikes or labor difficulties, fires, floods, droughts, riots, destruction of property, or by any other cause beyond its reasonable control.
- b. If the Cooperative is unable to fulfill any obligation by reason of a cause beyond its reasonable control, then it shall notify the City and the Cooperative shall use its best efforts to complete the work in a timely manner.

SECTION 7. TERM

This Agreement shall be and remain in full force and effect for a period of two (2) years and eleven (11) months from the date hereof, and shall thereafter continue in force and effect for successive periods of two (2) years and eleven (11) months each, until and unless terminated by either party giving to the other party notice in writing at least sixty (60) days prior to the expiration of the initial term hereof, or any renewal thereof, of its intention to terminate this Agreement at the expiration of such initial term or any renewal. If, however, the customer terminates this Agreement before the Cooperative recovers its installation costs, the City agrees to reimburse the Cooperative for the remaining installation costs.

SECTION 8. INDEMNIFICATION, RELEASE AND LIMITATION OF LIABILITY

- a. The Cooperative, in the construction, maintenance and operation of the lighting system provided for herein, shall use reasonable care and shall indemnify, hold harmless and defend the City from any and all claims, liabilities, causes of action and judgments on account of property damages, bodily or personal injuries or death and expenses of any kind, including attorney's fees, caused by the negligent or willful acts or omissions of the Cooperative, its agents, representatives, or employees, or by the failure of the Cooperative to comply with the provisions of this Agreement.
- b. If this Agreement terminates, the City shall, under no circumstances, be entitled to claim or recover consequential damages of any nature arising, or claimed to have arisen, as a result of said termination.

SECTION 9. INDEPENDENT CONTRACTOR

For any services performed hereunder, the Cooperative is an independent contractor, responsible to the City only as to the results to be obtained and to the extent that the services shall be done in accordance with any plans or specifications furnished by the City.

SECTION 10. APPLICABLE LAW

- a. This Agreement shall be governed in all respects by the laws of the State of Montana.
- b. All hiring by the parties will be on the basis of merit and qualifications. The parties may not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.
- c. The Cooperative shall have and maintain complete control over all of its employees, subcontractors, agents and operations, being responsible for any required payroll deductions and providing required benefits, such as, but not limited to, workers' compensation and unemployment insurance.

SECTION 11. TERMINATION

Either party may terminate this Agreement if the other party defaults in performance or breaches any of the terms of this Agreement and fails to cure such default or breach within thirty (30) days after written notice of such default.

SECTION 12. INSURANCE

Without limiting any of the Cooperative’s obligations hereunder, Cooperative shall provide and maintain comprehensive general liability and automobile liability insurance adequate to secure its indemnity obligation hereunder. The City shall have the right to request proof of such insurance coverage.

SECTION 13. BINDING EFFECT AND ASSIGNMENT

- a. This Contract shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties.
- b. Either party may assign this Agreement upon written consent of the other party.

SECTION 14. NO THIRD PARTY BENEFICIARY

This Agreement is for the exclusive benefit of the parties and shall not constitute a third party beneficiary agreement and shall not be relied upon or enforced by a third party.

SECTION 15. AUTHORITY

Each party represents that it has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to sign this Agreement.

SECTION 16. INTEGRATION

This Agreement constitutes the entire agreement of the parties. Covenants or representations not contained in this Agreement shall not be binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers.

YELLOWSTONE VALLEY  
ELECTRIC COOPERATIVE, INC.

THE CITY OF BILLINGS

By: \_\_\_\_\_  
Brandon J. Wittman, General Manager

By: \_\_\_\_\_  
William A. Cole, MAYOR

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

DATE: \_\_\_\_\_

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**APPROVED AS TO FORM AND CONTENT:**  
**City Attorney’s Office**

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

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



**Regular City Council Meeting**

**Meeting Date:** 10/22/2018

**TITLE:** WO 18-30: City County Drain Mitigation DOWL Contract Amendment #1

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

**Department:** Public Works

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

W.O. 18-30: City County Drain Mitigation is a project to mitigate for the movement of the Yellowstone River into the City County Drain. The City County Drain is an important storm drain outfall for the City's storm drain system and the migration of the river channel to the north has made the outfall essentially unusable for much of the year. City Council approved a resolution June 11, 2018 declaring the work an emergency. City staff hired DOWL Engineering to assess the situation and determine a short term solution. The original contract was for \$45,075. The initial evaluation resulted in a determination that the city needs to reconstruct the outfall by installing a dam structure in the existing drain location and a new pipe to an alternative outfall location. DOWL will work with the city to design and manage the construction over this winter with the intent to have it installed before the river level rises next spring. The total for the design and construction administration is \$293,084 so a contract amendment in the amount of \$248,009 needs to be executed.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the contract amendment to DOWL, or;
- Disapprove the contract amendment to DOWL. If a contract amendment is not awarded, the outfall will not be able to be reconstructed before spring.

**FINANCIAL IMPACT**

The amendment is in the amount of \$248,009. Storm drain funds budgeted for FY 19 will be used for the project.

**RECOMMENDATION**

Staff recommends that City Council approve a contract amendment for DOWL in the amount of \$248,009.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

DOWL Contract Amendment

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**AMENDMENT NO. 1**  
**TO**  
**CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**  
**PROJECT WORK ORDER 18-30,**  
**CITY COUNTY DRAIN MITIGATION**

THIS AGREEMENT, made and entered into on \_\_\_\_\_, 2018, by and between the following:

CITY OF BILLINGS, a Municipal Corporation,  
Billings, Montana 59103,  
Hereinafter designated the City

and

DOWL  
222 N. 32<sup>nd</sup> St  
Billings, Montana 59101  
Hereinafter designated the Contractor

WITNESSETH:

WHEREAS, the City and Contractor have entered into a contract dated July 13, 2018, for Contractor to provide professional services to the City for Work Order 18-30, and;

WHEREAS, the City has need for additional professional services, and;

WHEREAS, the City has authority to contract for professional services, and;

WHEREAS, the Contractor represents that he is qualified to perform such services, is in compliance with Montana Statutes relating to the registration of professional engineers and is willing to furnish such services to the City;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated herein, the Parties hereto agree as follows:

Appendix A, Scope of Work, is amended as follows:

The attached scope of work (2 pages) for Amendment No. 1 services is hereby made a part of this contract and is supplemental to prior contract scope of work.



# Exhibit A

## SCOPE OF WORK

### City-County Drain Outfall – Final Design and Construction Administration

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DOWL completed feasibility evaluations of potential solutions to mitigate water control problems associated with hydraulic changes brought about by the recent migration of the Yellowstone River at the outfall of the City-County Drain. The project will now be advanced through final design and construction administration. It is understood that the project will be managed and executed in close coordination with City staff. Those tasks to be completed by DOWL are described as follows:

#### **Task 100 - Project Management**

- 1) Periodic project coordination meetings with the project team, City personnel and the Selected Contractor. A 12-month contract period is assumed.
- 2) DOWL will participate in individual meetings with impacted property owners and City staff, as directed by the City.
- 3) No informational meeting(s) for the public at large are assumed.
- 4) Prepare monthly progress reports for the City detailing the work completed each month. The monthly progress reports will be completed and submitted with each monthly invoice.

#### **Deliverables:**

Meeting Minutes  
Monthly Progress Reports

#### **Task 200 – Design Surveys**

- 1) Surveys along the Yellowstone River and the project area in general were completed to support the feasibility-level assessment of mitigation options. Design-level surveys will now be completed to support final design of the preferred alternative. Ground survey will be completed for a 200-350' wide corridor along the length of proposed project area. Extents are bounded on north and west by northwesterly edge pavement of S. Frontage Rd. At east end, extents are bounded by residential fencing. Total mapping area is approximately 24 acres.
- 2) Establish additional control points along corridor to provide construction survey control and determine vertical values by differential levels.
- 3) Process corridor survey along with previously acquired mapping and develop comprehensive basemap of project corridor.

- 4) Survey property boundaries, perform boundary analysis, and develop four easement exhibits (Driscoll, KSKC Properties, Martin Trust, and Western Sugar) in support of the project. DOWL anticipates the easement exhibits will comprise a graphical depiction and legal description of the proposed easement. The purpose of the exhibits is to be referenced by an easement document drafted by the City of Billings. This scope of work does not include the production of the actual easement document that defines the easement scope, parties, etc.
- 5) Unless directed otherwise by the City, DOWL will use the following coordinate system parameters:
  - a. Montana State Plane (NAD83-2011) with horizontal units expressed in international feet.
  - b. Vertical datum will be NAVD88 with GPS elevations derived from GEOID12A and vertical units expressed in U.S. survey feet.

DOWL will provide coordinate listings of benchmarks and control stations for survey control in the construction plans.

- 6) Further assumptions:
  - a. No staking of proposed easements or preliminary design elements is included in this scope of work.

**Deliverables:**

Topographic Base Map  
Control Data  
Easement Exhibits

### **Task 300 – Geotechnical Investigations**

- 1) A preliminary assessment of subsurface soils will be conducted through visual classification and sampling of soils along the City-County Drain outfall and spoils from the recent hydrovac-ing operation along the oil pipelines. The water level of the previous gravel pit will be used as an initial estimate of the groundwater table. DOWL will also review regional geology and soil survey information.
- 2) Laboratory testing including classification (gradation & Atterberg Limits), proctor analysis, and soil corrosion potential will be completed.
- 3) Preliminary design of foundations for the storm drain and water control structure will be based on the findings from the preliminary assessment.
- 4) DOWL will coordinate with the selected Contractor prior to construction to verify the findings from the preliminary geotechnical assessment through excavation of test pits. The foundation and bedding design for the structure and pipeline will be adjusted as necessary.

- 5) DOWL will coordinate with City personnel in selecting an appropriate surfacing section for restoration of pavement impacted during construction.
- 6) A brief Geotechnical Memorandum summarizing the assessment of observed soils, results of laboratory testing and data collected from test pits along with foundation recommendations and recommended surfacing section will be prepared.

**Deliverables:**

Brief Geotechnical Memorandum

## **Task 400 – Final Design**

- 1) Information from the design survey together with input from the City, Contractor, and the gate supplier will be used to finalize the hydraulic analysis of the storm drain pipeline and water control structure alternative selected from the feasibility analysis. It is anticipated that additional iterations of the optimum gate and weir structure will be required in arriving at the final design of this structure. The HEC-RAS and ASSA models developed through the feasibility evaluations will be used for this purpose. It is assumed that the selected design option will include a storm drain pipeline along the South Frontage Road right-of-way with an outfall into the Yellowstone River side channel further east; coupled with an 18-foot wide by 6.5-foot tall “Tilting Weir Gate” (Crest Gate) to provide City-County Drain flood outflow capacity as well as the ability to provide a level of protection from backwater when the Yellowstone River is at flood stage. It is assumed that the gate, hydraulic cylinder gate actuators, motors, stilling well, water level monitoring equipment, programmable logic controllers, and other appurtenant equipment will be supplied as a package from the gate manufacturer.
- 2) Coordinate with the selected gate manufacturer and the selected Contractor for early procurement of the water control gate.
- 3) The gate-actuator motors will require 3-phase power. It is assumed that the City will coordinate with the utility company and the selected Contractor to supply the required power to the site, including a quick-disconnect from the motors such that auxiliary power can be supplied in the event of a power outage.
- 4) Develop utility layout plan to accommodate future utility buildout through the project corridor, using guidance from the new Stormwater Management Manual. Provide utility layout plan exhibit to City for review and approval.
- 5) Coordinate with Phillips 66, Williston Basin Energy, and other utility companies to establish final drain pipeline alignment.
- 6) Coordinate with the selected Contractor to evaluate the cost and performance of alternative pipe materials.
- 7) Coordinate with the Grey Eagle Ditch company for requirements on potential crossings or realignments.

- 8) Complete structural design of the Water-control Weir Structure and operable gate, including a pedestrian bridge across the structure for gate maintenance and operation and safety fencing around its perimeter.
- 9) Complete structural design of the new Pipeline Outfall Structure.
- 10) Develop Design Report documenting all elements of the design.

**Deliverables:**

Gate Package Submittal  
Utility Layout Exhibit  
Design Report

## **Task 500 – Environmental Permitting**

- 1) DOWL will conduct a wetland delineation of the project alignment utilizing the 1987 Army Corps of Engineers (USACE) Manual and the 2010 Regional Supplement – Great Plains Region. Wetland boundaries and waterways will be mapped using a map-grade GPS unit.
- 2) Upon completion of the field delineation, DOWL will prepare figures, using current available aerials of the project site, and prepare a Wetland Delineation Report for submittal to the USACE.
- 3) As this is an emergency project, DOWL will coordinate with the USACE to determine how to expedite the permitting process.
- 4) DOWL will complete a Montana Joint Application for proposed work in Montana’s Streams, Wetlands, Floodplain, and other Water Bodies and submit to the USACE for approval and authorization of a Section 404 permit and Section 10 permit. DOWL assumes the authorization will take place under a Nationwide Permit (likely an emergency permit), and an individual 404 permit would not be required.
- 5) DOWL will coordinate with the Yellowstone County Floodplain Administrator. Given that there are no anticipated impacts of the project on the Yellowstone River flood flows, it is assumed that a floodplain encroachment permit will not be required. DOWL will work with the selected Contractor and supply the joint permit application for their submission. It is assumed that the Contractor will ultimately be responsible for obtaining the required permits prior to construction.

**Deliverables:**

Wetland Delineation Report  
Montana Joint Application

## **Task 600 – Construction Documents**

- 1) DOWL will develop preliminary Project Manual (plans and specifications) that will include the following:
  - a. Cover Sheet

- b. Sheet Index, Legend and Notes Sheet
  - c. Plan-and-Profile Sheets (1-inch = 50 feet scale; 11"x17" format), including:
    - i. Topographic basemap
    - ii. Existing right-of-way
    - iii. Existing utilities
    - iv. Plan and Profile of new drain outfall pipeline
  - d. Detail Sheets:
    - i. Typical Trench Detail
    - ii. Water Control Structure
    - iii. Pipeline Outfall Structure
    - iv. Grey Eagle Ditch Crossing
  - e. Construction Specifications:
    - i. The most current edition of the Montana Public Works Standard Specifications (MPWSS) and City of Billings Standard Modifications to the MPWSS will be used.
  - f. Material quantities and construction costs will be coordinated through the selected Contractor.
- 2) DOWL will complete a Quality Assurance and Quality Control review during the preliminary design and prior to submitting the preliminary construction documents to the City and the selected Contractor for review.
- 3) DOWL will address review comments and prepare final construction documents.

**Deliverables:**

- Preliminary Construction Documents (Plans and Specifications)
- Final Construction Documents (Plans and Specifications)

## **Task 700 – Construction Administration**

- 1) This scope of work and the associated fee estimate assumes:
- a. A construction duration not to exceed 90 calendar days.
  - b. Engineer shall consult with the City and act as representative for the City as defined in the construction contract documents, which will incorporate the MPWSS, and specifically the General Conditions contained therein as modified by the City of Billings Standard Modifications, latest edition.

- c. The extent and limitation of the duties, responsibilities, and authority of the Engineer will be as assigned in the construction contract documents and shall not be modified, except as Engineer may otherwise agree in writing.
- 2) DOWL will schedule and conduct a pre-construction conference and publish meeting minutes. DOWL will address selected Contractor questions and will conduct a pre-construction field review with Contractor as necessary.
- 3) It is assumed that DOWL will provide full-time construction observation for 40 hours per week, 5 days a week for the full duration of construction (13 weeks). DOWL's Resident Project Representative (RPR) will assist the Engineer in observing progress, quality of work, and conformance to the contract documents and other applicable codes and standards, as well as monitor quantities. Inspection activities will include review of all major work items in the construction documents, including traffic control set-ups and sediment and erosion control plans. The RPR will prepare daily inspection reports, daily quantity summaries, weekly progress reports, weekly workforce and equipment reports, and other reports as required. RPR responsibilities are further defined in the General Conditions contained in the City of Billings Standard Modifications, latest edition.
- 4) Develop and implement a quality assurance testing plan for materials testing in accordance with the City of Billings Standard Modifications, latest edition. DOWL will conduct a pre-construction testing meeting with RPRs, field testing personnel, and lab manager to coordinate testing requirements. DOWL will provide qualified personnel, equipment, and supplies for field testing of materials throughout construction. Monitor and collect results from contractor's separate quality control materials testing program.
- 5) Attend and conduct a weekly construction meeting with the City and Contractor. Allow up to 3 hours per week for the weekly construction meeting and any related follow-up activities.
- 6) Review contractor's submittals, such as shop drawings, samples, equipment, mix designs, aggregates, and other data, for conformance to the contract documents. This review does not include or extend to Contractor's means, methods, techniques, sequences, procedures, or safety programs.
- 7) Respond to Contractor requests for information. Issue necessary clarifications and interpretations of the contract documents. Notify the City immediately of any contract problems or deviations from the approved contract documents. Issue notices as required by the construction contract. Recommend and prepare Work Change Directives and Change Orders for the City as necessary. Change orders that require additional design or construction services by Engineer will be considered Additional Services and compensated in accordance with the provisions of this Contract.
- 8) Receive, review, and transmit to City all Contractor requests for City staff involvement and approvals, such as traffic control reviews, etc. Assure required advance notice requirements are being met by Contractor for all requests to the City for reviews and inspections.
- 9) Make visits to the site at intervals appropriate to various stages of construction to observe, as an experienced and qualified design professional, the progress of the Contractor's work. Visits by the Engineer shall be limited to spot checking and similar methods of general observation of the work as assisted by the RPR.
- 10) Review and recommend monthly Contractor payment requests.

- 11) Conduct substantial completion and final inspections with City and Contractor. Prepare and monitor punchlist items required for completion of the work by Contractor.
- 12) Provide project management and internal quality assurance throughout this task.
- 13) It is assumed that construction staking will be the responsibility of the Contractor.

**Deliverables:**

- Preconstruction Meeting Minutes
- Daily and Weekly Inspection Reports and Quantity Summaries
- Meeting Minutes from Weekly Construction Progress Meetings
- Recommendations for monthly Construction Progress Payments
- Work Directives, Change Orders and other documents to manage construction contract
- Punchlist

## **Task 800 – Record Drawings and Project Completion**

- 1) DOWL will prepare record drawings based on construction notes and drawings upon project completion.
- 2) DOWL will attend and assist the City on a one-year warranty walk-through of the project.

**Deliverables:**

- Record Drawings
- Substantial Completion Recommendation
- Letter report of one-year warranty inspection if required

**Regular City Council Meeting**

**Meeting Date:** 10/22/2018  
**TITLE:** 2018 Billings Long Range Transportation Plan Update  
**PRESENTED BY:** Scott Walker  
**Department:** Planning & Community Services  
**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

In October 2017, the City of Billings/Yellowstone County Metropolitan Planning Organization (MPO) entered into a contract with Kittelson and Associates to complete the 2018 Billings Long Range Transportation Plan (BLRTP) update. The Plan addresses transportation planning across the City of Billings and portions of Yellowstone County outside the city limits. The Plan addresses transportation project priorities, motorized and non-motorized transportation planning goals, and provides current and future estimates of traffic impacts to the community's transportation system. This plan includes updates to current transportation conditions, forecasts future population impact on the transportation system, models future traffic volumes to 2040 and includes transportation project priorities. The Plan complies with the Federal FAST-Act (Fixing America's Surface Transportation Act) requirements to ensure the community qualifies for Federal Transportation funds.

For this BLRTP, a Project Steering Committee was formed to assist staff and the consultant with transportation project review and consultations with stakeholder organizations. The steering committee included local representation from the Board of County Commissioners, City Council, City Engineering Division, Planning Division, MET Transit, and County Public Works. In addition, extensive coordination with the Montana Department of Transportation, Billings Department of Aviation and Transit, Bike/Pedestrian Advisory Committee, and City Public Works was conducted to ensure the most up to date information was included in the plan. The City Council received a presentation on the BLRTP at its October 15th work session. The Council at the October 22nd meeting will take formal action on the plan and send a recommendation to the Policy Coordinating Committee (PCC). The PCC will take final action on the BLRTP at its October 30, 2018, meeting.

The 2018 Billings Long Range Transportation Plan (BLRTP) update document is too large to attach to this memo. A link to the document is provided here for reference:

[http://www.billingslrtp.com/system/images/2547/original/21353\\_Billings\\_Urban\\_Area\\_LRTP\\_v6.3\\_low\\_res.pdf](http://www.billingslrtp.com/system/images/2547/original/21353_Billings_Urban_Area_LRTP_v6.3_low_res.pdf)

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the 2018 Billings Long Range Transportation Plan and send a recommendation of approval to the Policy Coordinating Committee, or;
- Disapprove the 2018 Billings Long Range Transportation Plan and send a recommendation of disapproval to the Policy Coordinating Committee. Local, State and Federal approval of the 2018 Billings Long Range Transportation Plan is critical to ensure the community receives its share of federal transportation planning funds annually.

**FINANCIAL IMPACT**

There will be no direct financial impact with review and adoption of the 2018 BLRTP update. This plan acts as a guide to the development and implementation of multi-modal transportation system projects for the Billings Urban Area. The projects within the plan are prioritized through community engagement and City/County review.

**RECOMMENDATION**

Staff recommends the City Council approve and adopt the 2018 Billings Long Range Transportation Plan and forward the recommendation to the Policy Coordinating Committee.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 10/22/2018

**TITLE:** Salvage Sale of Surplus SCBA Compressor

**PRESENTED BY:** William Rash, Fire Chief

**Department:** Fire

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

The Fire Department has a Mako model #BAM06H decommissioned breathing air compressor. Shepherd Volunteer Fire Department, Huntley-Worden Fire Department, and Casper College contacted the Assistant Fire Chief Valdez regarding the department's plan for disposal of this compressor. Each interested party submitted a letter of interest to Assistant Chief Valdez, however, as time has passed and the installation of the new breathing air compressor was delayed, the Mako unit experienced a number of breakdowns and it cannot safely function as a breathing air compressor. Casper College wants to purchase the unit as a training tool and has made an offer to purchase the compressor as-is and transport it. Staff believes that selling this compressor to Casper College for use as a training tool in their Fire Science Program is the most cost effective option for the City of Billings. The City Council must approve all property disposal, either according to a previously approved policy or individually, as needed.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve selling a decommissioned breathing air compressor to Casper College, or:
- Disapprove selling this unit to Casper College.

**FINANCIAL IMPACT**

The estimated value of this unit is \$2,000. Pacific Recycling stated that they may take the unit for 4 cents per pound and would need all of the valves removed and know that it was not pressurized. The unit weighs approximately 1,200 lbs. Based upon the estimated 4 cents per pound, the recycled value would be \$48.00. The Public Safety Fund would receive \$2,000 in FY 2019.

**RECOMMENDATION**

Staff recommends that the City Council approve selling the decommissioned breathing air compressor to Casper College for \$2,000.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 10/22/2018

**TITLE:** Copper Ridge Subdivision, 8th Filing - Preliminary Major Plat

**PRESENTED BY:** Monica Plecker

**Department:** Planning & Community Services

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

On August 1, 2018, Sanderson Stewart, agent for Gary Oakland, applied for preliminary major plat approval for Copper Ridge Subdivision, 8th Filing. The proposed subdivision creates 76 new lots for residential development. The subject property is generally located on the north side of Rimrock Road, east of 70th Street West, and west of the existing Copper Ridge Subdivision. The property is zoned Residential-5000 (R-50).

**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 October 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

**VARIANCE REQUEST**

No Variance has been requested.

**PROCEDURAL HISTORY**

- A pre-application meeting was held on July 12, 2018 to discuss the proposal.
- The preliminary plat application was submitted to the Planning Division on August 1, 2018.
- A departmental review meeting was conducted on August 16, 2018.
- The preliminary plat was resubmitted with revisions based on department reviews on August 23, 2018.
- The Planning Board reviewed the plat on September 11, 2018.
- The Planning Board conducted a public hearing on September 25, 2018, and forwarded a recommendation to the City Council.
- The City Council will consider the preliminary plat on October 22, 2018.
- The 60 working-day preliminary plat review period ends October 26, 2018.

General location: North of Rimrock Road and East of 70th Street West  
Legal Description: Lot 10, Block 3 & Lot 10, Block 5, Copper Ridge Subdivision, 7th Filing  
Owner/Subdivider: Gary Oakland

Engineer and Surveyor: Sanderson Stewart  
Existing Zoning: R-50  
Existing land use: Vacant / Farmland  
Proposed land use: Residential  
Gross and Net area: 35.99 acres; 31.50 acres  
Proposed number of lots: 76  
Lot size: Max: 17.66 acres Min: 6,648 square feet  
Parkland requirements: Parkland dedication requirements for this proposed plat is 1.52 acres.  
The applicant is proposing to do a cash-in-lieu contribution for parkland.

## **STAKEHOLDERS**

Staff gave a brief presentation about the proposed subdivision. Board President Darrel Tunnickliff asked if there were any questions for staff about the proposed subdivision. There were none. Board President Darrel Tunnickliff asked if the applicant or the agent would like to stand and speak to the board. Mr. Gary Oakland stood and made himself available for any questions the board members might have and there were none. The public hearing was opened and no testimony was received. The public hearing was closed and a motion was made to forward a recommendation of conditional approval, including the Findings of Fact, to the City Council. The motion was seconded and passed unanimously.

## **FINANCIAL IMPACT**

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

## **RECOMMENDATION**

The Planning Board is forwarding a recommendation of conditional approval of the preliminary plat of Copper Ridge Subdivision, 8th Filing to the City Council, and adoption of the Findings of Fact as presented in the staff report.

## **PROPOSED CONDITIONS OF APPROVAL**

The Planning Board recommends the following conditions of approval:

1. To minimize the effects on local services and protect the health and safety of future residents, prior to final plat approval the applicant will submit to City Engineering for review and approval of the proposed water, sewer and storm water infrastructure to be used in Copper Ridge, 8th Filing.
2. To minimize effects on local services and to provide for sidewalks throughout the proposed subdivision, prior to final plat approval the applicant will include language in the SIA that states the developer will be responsible for installing sidewalk along the road frontage of Lot 9, Block 3 in the subdivision.
3. To ensure correct procedure for providing a cash in lieu contribution, prior to final plat approval the applicant will follow the Billings Subdivision Regulations Section 23-1006 to determine the correct procedure and amount of the contribution to the City for park land cash contribution.
4. To minimize the effects on local service, prior to final plat approval the applicant will coordinate with the USPS to determine what type of deliver system is preferred and to locate and provide the correct amount of space for safely delivering the mail to the residents.
5. 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.
6. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations,

rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Findings of Fact  
Proposed Plat  
SIA  
Mayors Letter

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## FINDINGS OF FACT

The Planning staff has prepared the Findings of Fact for the preliminary plat of Copper Ridge Subdivision, 8th Filing. These findings are based on the preliminary plat application and supplemental documents and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(H), BMCC).

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

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

The subject property is currently used for agricultural purposes and about 35.99 acres of agricultural land would be taken out of production with this subdivision filing proposal. Perimeter ditches and drains shall remain in place and not be altered by the subdivider or subsequent owners. The subdivision should not affect agricultural water users' facilities but it will take land out of agricultural production.

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

- a. **Utilities** – Water service will be provided by the City of Billings. The developer will install new water mains in all of the new local streets, new individual services to all of the lots, and new fire hydrants in accordance with design standards, specifications, rules and regulations of the City of Billings Public Works Department, Fire Department and the Montana Department of Environmental Quality (MDEQ). The water service will be provided by an existing 12-inch water line located in 70<sup>th</sup> Street West and Copper Sunset Drive. The subdivider will extend the existing 12-inch water main from the existing terminus at 70<sup>th</sup> Street West / Copper Sunset Drive west to street within the proposed subdivision. The subdivider will install all new water lines in the local streets and individual services for each lot in accordance with design standards, specifications, rules and regulations of the City of Billings Engineering/Public Works Department and MDEQ.

Sanitary sewer service will be provided by connecting to the existing City of Billings' sewer mains. There are existing 8-inch sanitary sewer stubs located in streets that will be built as part of the Copper Ridge Subdivision, 7<sup>th</sup> Filing. A sewer main will not be installed in Rimrock Road at this time but will be with future filings. The subdivider will install new sewer mains in the local streets and individual services for each lot in accordance with design standards, specifications, rules and regulations of the City of Billings Public Works Department and MDEQ. **(Condition #1)**

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

**Stormwater** – Stormwater drainage for the public streets is proposed to be provided by curb and gutters that discharge into storm water pipes and eventually to retention areas in the proposed detention basins along Rimrock Road. These and all other drainage improvements shall satisfy the criteria set forth by the *City of Billings Stormwater Management Manual* and will be subject to review and approval by the City Engineering Department. The developer is proposing to construct 1 detention basin along the southern boundary of the subdivision. A Stormwater Report will be submitted and approved by City Engineering before final plat. **(Condition #1)**

The subdivider may direct runoff from this filings and future filings to a proposed City of Billings storm water detention facility to be built on property at the intersection of Rimrock Road and 62<sup>nd</sup> Street West. The subdivider shall make a cash contribution to the City of Billings for the stormwater management facility based on a square foot of net residential lot area.

- b. **Solid waste** – The City of Billings will provide solid waste collection and disposal. The City’s landfill has adequate capacity for this waste.
- c. **Streets** – Rimrock Road is identified as a collector street to 70<sup>th</sup> Street West, it is believed that at the location of this filing it will continue as a collector road. The applicant will be providing a 74-foot wide right of way for Rimrock Road but it will not be constructed at this time.

The lots within the subdivision will be served by the construction of Copper View Way, Copper Bend Boulevard, and Bronze Boulevard. They shall all be 34 feet back of curb to back of curb and shall be built to City of Billings street standards. They shall be built to grade with a satisfactory subbase, base course, curb and gutter with asphalt surface. 70<sup>th</sup> Street West shall be completed to have a road that is 39 feet wide back of curb to back of curb.

Copper View Way, Copper Bend Boulevard, and Bronze Boulevard are proposed to be built to City standards by providing a 34-foot width, curb/gutters, and boulevard sidewalks. The sidewalks will be installed by the home builder on a lot-by-lot basis, as lots develop. The developer will also install all ADA required ramps at the intersections within the proposed subdivision. Also the section of sidewalk along the edge of Lot 9, Block 3, which is the lot that has the detention pond. **(Condition #2)**

A Traffic Impact Study (TIS) update was completed with this filing in order to evaluate the subdivision’s impact on the street network in the surrounding area. Cash contributions will be made for future intersection improvements as identified in the SIA under Transportation D. Traffic Control Devices. A proportionate contribution will be made for this 8<sup>th</sup> filing as described in the SIA.

- d. **Emergency services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The nearest fire station is located at 54<sup>th</sup> St. West and Grand Ave. (Station #7). The subdivision is located within the ambulance service area of American Medical Response (AMR).
- e. **Schools** –School District #2 provides educational services to elementary through high school students. Schools serving these students are Boulder Elementary, Ben Steele Middle School, and West High School. At the time of the writing of this staff report all schools are shown as being over capacity. The subdivision is currently on a bus route.
- f. **Parks and Recreation** – Residential subdivisions creating lots with housing densities less than one dwelling unit per ½-acre are required by State and local laws to dedicate 11% of the net land area (or provide an equivalent cash contribution) for parkland. With the acreage of the 76 residential lots being created with this filing the required parkland acreage would be 1.52 acres. The applicant is proposing to provide a cash in lieu contribution. **(Condition #3)**
- g. **Mail Delivery** - The United States Postal Service will provide postal service to the subdivision and has indicated that centralized mailbox units will be required as were installed for the previous filings of this subdivision. The developer will need to coordinate mailbox locations with the postal service. **(Condition #4)**

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

The subject property is currently farmland slightly sloping to the south toward Rimrock Road from the rimrocks near Phipps Park. The property of the 8<sup>th</sup> Filing is not located within any floodplain. During development, storm water pollution prevention best management practices are required to be used and monitored to prevent erosion on exposed ground. Overall, the effect on the natural environment should be minimal.

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

There are no known endangered or threatened species on the property. There is a paragraph in the SIA that warns future lot owners of the presence of 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**

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

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

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

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

**1. City of Billings 2016 Growth Policy**

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

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

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

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

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

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

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

The proposed subdivision is just outside the jurisdiction of the Billings Area Bikeways and Trail Master Plan. A trail corridor exists within parkland dedicated to the City in the previous filings of this subdivision. This trail network will eventually connect the subdivision to a future trail identified in the plan along Cove Ditch to the south and east.

**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 R-50 zoning. The lot sizes conform to the requirements of this zone. Other building setbacks and structure specific requirements will be reviewed for compliance at the time of building permit review.

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

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

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

Legal and physical access is provided to the proposed lots from 70<sup>th</sup> Street West, Bronze Boulevard, Copper Bend Boulevard, Shiny Penny Way, Copper View Way and Copper Sunset Drive.

**CONCLUSIONS OF FINDINGS OF FACT**

- The preliminary plat of Copper Ridge Subdivision, 8<sup>th</sup> Filing does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to several of the goals and policies of the 2016 Growth Policy and does not conflict with the Transportation or Bikeway/Trail Plans.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

**RECOMMENDATION**

The Planning Board is forwarding a recommendation of conditional approval of the preliminary plat of Copper Ridge Subdivision, 8<sup>th</sup> Filing to the City Council, and adoption of the Findings of Fact as presented in the staff report.

**Approved by the Billings City Council, October 22, 2018.**

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**William A. Cole, Mayor**

PRELIMINARY PLAT OF  
**COPPER RIDGE SUBDIVISION, 8TH FILING**

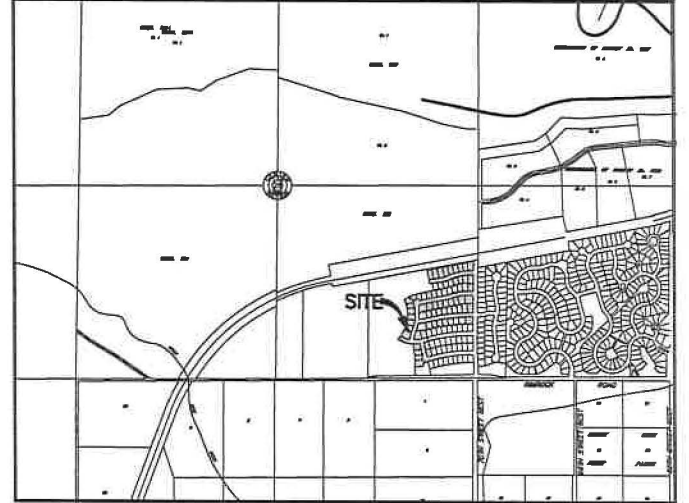
BEING LOT 10, BLOCK 3 & BLOCK 10, BLOCK 5, COPPER RIDGE SUBDIVISION, 7TH FILING  
 SITUATED IN THE SW1/4 OF SECTION 25 & THE SE1/4 OF SECTION 26, T. 1 N., R. 24 E.,  
 P.M.M., IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : COPPER RIDGE WEST, INC.

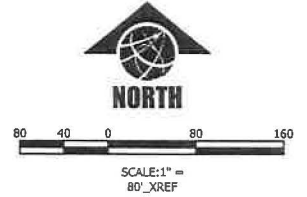
JUNE, 2018

PREPARED BY : SANDERSON STEWART 

BILLINGS, MONTANA



VICINITY MAP  
 NOT TO SCALE



CERTIFICATE OF SURVEY No. 1561  
 TRACT 1

UNPLATTED

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

**SUBDIVISION IMPROVEMENTS AGREEMENT  
COPPER RIDGE SUBDIVISION, EIGHTH FILING  
CITY OF BILLINGS  
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Return to:  
Sanderson Stewart  
1300 North Transtech Way  
Billings, MT 59102

## **SUBDIVISION IMPROVEMENTS AGREEMENT COPPER RIDGE SUBDIVISION, EIGHTH FILING**

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between **COPPER RIDGE WEST, INC.**, whose address for the purpose of this agreement is 175 North 27th Street, Suite 900, Billings, Montana 59101, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Montana, hereinafter referred to as "City."

### **WITNESSETH:**

**WHEREAS**, the preliminary plat of Copper Ridge Subdivision, Eighth 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 \_\_\_th day of \_\_\_\_\_, 2018, by the Yellowstone County Board of Planning, the Board recommended for approval, subject to certain conditions, an area known as Copper Ridge Subdivision, Eighth Filing, and

**WHEREAS**, at a regular meeting held on the \_\_\_th day of \_\_\_\_\_, 2018, the City Council approved, subject to certain conditions, a preliminary plat of Copper Ridge Subdivision, Eighth 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 Copper Ridge Subdivision, Eighth 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 from 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 Eighth Filing.
- D.** Lot owners shall be advised that land in proximity to the northern boundary of Copper Ridge Subdivision is a 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 Copper Ridge 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 Copper Ridge 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.** Certain lots as shown on the final plat of Copper Ridge Subdivision, Eighth Filing contain storm water drainage easements with a drainage swale along property lines. This storm water drainage easement and drainage swale is for conveying storm water and shall not be altered in any way to inhibit the conveyance of storm water. It shall be the lot owners' responsibility to maintain and perpetuate this storm water swale, as a fully functional swale.
- H.** The lowest finished floor elevation (which includes the garage) shall be a minimum of 18-inches higher than the top of curb measured from the highest location along the lot frontage. Higher finished floor elevations shall be required on a lot by lot basis, as noted on the final plat.
- I.** 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.
- J.** 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.

### **III. TRANSPORTATION**

#### **A. Streets**

*Right-of-way widths.* Copper View Way, Shiny Penny Way, Copper Sunset Drive, Copper Bend Boulevard, and Bronze Boulevard, shall be 56-foot rights-of-way. 70th Street West shall be located in a previously dedicated 61-foot right of way. Rimrock Road is classified as a collector east of 70th Street West. A 74-foot wide right of way has previously been dedicated for Rimrock Road across the frontage of the property.

*Pavement widths.* Copper View Way, Shiny Penny Way, Copper Sunset Drive, Copper Bend Boulevard, and Bronze Boulevard shall be 34 feet back of curb to back of curb. 70th Street West shall be completed on the west side to a back of curb width of 39 feet with Eighth Filing. 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. No street improvements will be constructed on Rimrock Road west of 70th Street West at this time.

#### **B. Sidewalks**

City and Subdivider agree that developer will install handicap accessibility ramps at time of private contract construction. 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.

Subdivider shall install a 5-foot wide boulevard sidewalk between Lots 10A and 11, Block 3 with Copper Ridge Subdivision, Eighth Filing.

**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 following intersections:

Rimrock Road and 62nd Street West – \_\_\_ percent  
Grand Avenue and 70th Street West – \_\_\_ percent  
70th Street West and Colton Boulevard – \_\_\_ percent

The percentages are based on 378 total lots in the subdivision. Each filing will contribute their proportionate share of the contributions.

The amount and timing of these contributions shall be as outlined below. These contributions represent a fair and equitable amount based on subdivision traffic using these intersections and may be used by the City for design and construction of geometric improvements, auxiliary turn lanes, or intersection controls such as traffic signals or roundabouts, at these intersections. Improvements will not be constructed until the City determines they are needed and the timing and extent of the improvements shall be at the City's sole discretion.

The amount of the contributions for the Rimrock Road/62nd Street West, Grand Avenue/70th Street West, and 70th Street West/Colton Boulevard intersections shall be as follows:

|                                     | Rimrock Road/62nd Street West | Grand Ave./70th Street West | 70th Street West/Colton Blvd. |
|-------------------------------------|-------------------------------|-----------------------------|-------------------------------|
| Eighth Filing (74-Residential Lots) | \$XXXX                        | \$XXXX                      | \$XXXX                        |
| Lot 10, Block 5                     | \$XXXX                        | \$XXXX                      | \$XXXX                        |

The contributions for Copper Ridge Subdivision, Eighth Filing (75-residential lots) shall be made prior to final plat approval. No building permits or private contract permits will be issued until Subdivider has made the cash contribution to the City.

It is anticipated that Lot 10, Block 5 will be developed in separate subdivision filings. The total cash contribution attributable to Lot 10, Block 5 shall be as stated above; however, the contribution may be apportioned over the various phases based on the amount of traffic each is expected to generate. No building permits or private contract permits shall be issued for Lot 10, Block 5 until payment has been made for the phase being developed at that time.

**E. Access**

Access will be provided in four locations for the subdivision. Extension of Copper Sunset Drive, Copper View Way, Shiny Penny Way, 70th Street West will provide access

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

The Billings Area Bikeway and Trail Master Plan identifies the BNSF Railroad right of way adjacent to the subdivision as a potential future trail alignment. As such, a potential future trail alignment is nearby to this subdivision; therefore, City and the Subdivider agree that no additional trails will be required with this subdivision.

**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 existing locations. The Copper Ridge Subdivision, Eighth Filing, will complete a street connection from Copper Sunset Drive and from 70th Street West. 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**

- A. 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 stormwater detention facilities. The stormwater design for Copper Ridge Subdivision, Eighth Filing, will conform to the current City of Billings Stormwater Management Manual and be reviewed by the City of Billings Public Works Department.

- B. The developer will construct one detention basin along the southern boundary of the subdivision. The developer will construct one detention facility with this filing located on Lot 9, Block 3. The remaining detention facilities will be constructed with future filings. The detention facilities will be located on Home Owner's Association (HOA) owned lots and shall be operated and maintained by the HOA. The stormwater detention facilities will have an outlet to Rimrock Road and be piped to a City of Billings owned stormwater management facility located near the intersection of 62nd Street West and Rimrock Road via the Birely Drain.
- i. The Subdivider may direct runoff from this filing and future filings to the City of Billings stormwater management facility located near the intersection of Rimrock Road and 62nd Street West. The City of Billings will review the stormwater storage provided on-site to ensure compliance with the City of Billings Stormwater Management Manual (SWMM). The Subdivision will be required to retain, or provide treatment, of the water quality volume/flow on-site in accordance with the SWMM.
  - ii. All required stormwater storage for the subdivision will be provided on-site. Therefore, no off-site stormwater contributions to the City of Billings stormwater management facility will be required.

## **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 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 12-inch water main stub located at the intersection of 70th Street West and Copper Sunset Drive and 8-inch stubs at Copper View Way, Shiny Penny Way, Copper Bend Boulevard, and Bronze Boulevard. The Subdivider will extend the existing 12-inch water main from the existing terminus at 70th Street West/Copper Sunset Drive west along Copper Sunset Drive to the intersection with Copper Boulevard, then south along Copper Bend Boulevard to the intersection with Shiny Penny Way, then west along Shiny Penny Way to future filings of the subdivision. Bronze Boulevard, Copper Boulevard north of Copper Sunset Drive and Copper View Way shall extend 8-inch diameter water mains. No water main will be installed in Rimrock Road west of 70th Street West at this time.

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. 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 stubs located in Copper View Way, Shiny Penny Way, Copper Sunset Drive, Copper Boulevard, Bronze Boulevard, and 70th Street West. No sanitary sewer main will be installed in Rimrock Road west of 70th Street West with this subdivision, but is anticipated to be extended to the west from the intersection of 70th Street West and Rimrock Road with future filings.

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. 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.

Improvements noted herein shall include, but not be limited to, any and all interim improvements that may be deemed necessary due to phased or partial construction.

**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 Eighth Filing has a total of 74 residential lots, requiring a parkland dedication of 1.49 acres. The Subdivider will make a cash in-lieu contribution for the 1.49 acres in lieu of parkland dedication.

**VIII. HOMEOWNER'S ASSOCIATIONS**

A homeowner's association (HOA) will be established for this subdivision. 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 maintenance of the on-site stormwater drainage facilities located on Lot 19, Block 1 and Lot 9, Block 3. The HOA shall share the cost of maintenance of the community stormwater facilities.

**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 Rawhide

Engineering, Inc., dated \_\_\_\_, 2018, 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 Rawhide Engineering to perform a preliminary geotechnical analysis for this property dated \_\_\_\_, 2018.

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 3 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 Rawhide Engineering \_\_\_\_\_, 2018 report, and in accordance with the International Residential Code, downspouts with 6-foot extensions should be used. Positive drainage away from all foundations should have 6 inches of fall in the first 10 feet away from the foundations. If sufficient room is not available to construct the 10-foot slope, drainage swales should be constructed as far from the foundations as possible.

#### **X. FINANCIAL GUARANTEES**

Except as otherwise provided, Subdivider shall install and construct said required improvements with cash or by utilizing the mechanics of a private contract secured by letters of credit or a letter of commitment to lend funds from a commercial

lender. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said private contract, and the improvements shall be installed as approved by the City Engineering Department and Public Works Department, Distribution and Collection Division.

## **XI. LEGAL PROVISIONS**

- A.** Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by the City of Billings.
- B.** The owners of the properties involved in this proposed subdivision, by signature subscribed herein below, agree, consent, and shall be bound by the provision of the agreement.
- C.** The covenants, agreements, and all statements in this agreement apply to and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.
- D.** In the event it becomes necessary for either party to this agreement to retain an attorney to enforce any of the terms or conditions of this agreement or to give any notice required herein, then the prevailing party giving notice shall be entitled to reasonable attorney fees and costs.
- E.** Any amendments or modifications of this agreement or any provisions herein shall be made in writing and executed in the same manner as this original document, and shall after execution become a part of this agreement.
- F.** Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

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

“SUBDIVIDER”

COPPER RIDGE WEST, INC.

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

Its: \_\_\_\_\_

STATE OF MONTANA     )  
  : ss  
County of Yellowstone     )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the person who signed the foregoing instrument as the \_\_\_\_\_ of COPPER RIDGE WEST, INC., 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.

\_\_\_\_\_  
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





# CITY OF BILLINGS

WILLIAM A. COLE, MAYOR

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

October 22, 2018

Copper Ridge West Inc.  
175 N 27<sup>th</sup> Street, Suite 900  
Billings, MT 59101

Dear Applicant:

On October 22, 2018, the Billings City Council conditionally approved the preliminary plat of Copper Ridge Subdivision, 8<sup>th</sup> Filing subject to the following conditions of approval:

1. To minimize the effects on local services and protect the health and safety of future residents, prior to final plat approval the applicant will submit to City Engineering for review and approval of the proposed water, sewer and storm water infrastructure to be used in Copper Ridge 8th Filing.
2. To minimize effects on local services and to provide for sidewalks throughout the proposed subdivision, prior to final plat approval the applicant will include language in the SIA that states the developer will be responsible for installing sidewalk along the road frontage of Lot 9, Block 3 in the subdivision.
3. To ensure correct procedure for providing a cash in lieu contribution, prior to final plat approval the applicant will follow the Billings Subdivision Regulations Section 23-1006 to determine the correct procedure and amount of the contribution to the City for park land cash contribution.
4. To minimize the effects on local service, prior to final plat approval the applicant will coordinate with the USPS to determine what type of deliver system is preferred and to locate and provide the correct amount of space for safely delivering the mail to the residents.
5. 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.
6. 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.

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

Sincerely,

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William A. Cole, Mayor

Pc: Sanderson Stewart

**Regular City Council Meeting**

**Meeting Date:** 10/22/2018

**TITLE:** High Sierra Subdivision, 12th Filing - Preliminary Major Plat

**PRESENTED BY:** Monica Plecker

**Department:** Planning & Community Services

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

On August 1, 2018, Sanderson Stewart, agent for High Sierra II, Inc., applied for preliminary major plat approval for High Sierra Subdivision, 12th Filing. The proposed subdivision creates 66 lots for residential development on a 16.8 acre parcel of land. This proposal is part of a larger approved master plan of High Sierra Subdivision which includes a total of approximately 1,375 lots platted from 400 acres in multiple filings. The subject property is generally located North of Topanga Avenue in the 11th Filing and east of High Sierra Boulevard in the northwest Billings Heights. The property is zoned Residential-7,000-Restricted (R-70-R).

**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 October 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

**VARIANCE REQUESTED**

No variance has been requested.

**PROCEDURAL HISTORY**

- A pre-application meeting was held on July 16, 2018 to discuss the proposal.
- The preliminary plat application was submitted to the Planning Division on August 1, 2018.
- A departmental review meeting was conducted on August 16, 2018.
- The preliminary plat was resubmitted with revisions based on department reviews on August 23, 2018.
- The Planning Board reviewed the plat on September 11, 2018.
- The Planning Board conducted a public hearing on September 25, 2018, and forwarded a recommendation to the City Council.
- The City Council will consider the preliminary plat on October 22, 2018.
- The 60 working-day preliminary plat review period ends October 26, 2018.

**PLAT INFORMATION**

General location: North of Topanga Avenue in the 11th Filing and East of High Sierra Boulevard  
Legal Description: Lot 17, Block 6 of High Sierra Subdivision, 11th Filing  
Owner/Subdivider: High Sierra II, Inc., Gary Oakland  
Engineer and Surveyor: Sanderson Stewart, Gary Owen  
Existing Zoning: R-70-R  
Existing land use: Vacant  
Proposed land use: Residential  
Gross and Net area: 16.82 acres; 12.74 acres  
Proposed number of lots: 66  
Lot size: Max: 13,300 square feet Min: 7,005 square feet  
Parkland requirements: Parkland dedication requirements for this proposed plat is 1.401 acres. The applicants are proposing to make a cash-in-lieu of land contribution for parkland.

## **STAKEHOLDERS**

Staff gave a brief presentation about the proposed subdivision. Board President Darrel Tunnickliff asked if there were any questions for staff about the proposed subdivision. There were none. Board President Darrel Tunnickliff asked if the applicant or the agent would like to stand and speak to the board. Mr. Gary Oakland stood and made himself available for any questions the board members may have and there were none. The public hearing was opened and no testimony was received. The public hearing was closed and a motion was made to forward a recommendation of conditional approval, including the Findings of Fact, to the City Council. The motion was seconded and received a unanimous vote.

## **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 is forwarding a recommendation of conditional approval of the preliminary plat of High Sierra Subdivision, 12th Filing to the City Council, and adoption of the Findings of Fact as presented in the staff report.

## **PROPOSED CONDITIONS OF APPROVAL**

The Planning Board recommends the following conditions of approval:

1. To protect the public health and safety, prior to final plat approval the applicant will provide drawings to be reviewed and approved by engineering for the water, sewer and stormwater systems associated with the subdivision.
2. To provide for the installation of utilities, utility easements shall be shown on the final plat as requested by the affected public and private utility companies.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
4. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions.

## **APPROVED BY CITY ADMINISTRATOR**

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## **Attachments**

Findings of Fact  
Proposed Plat  
SIA  
Mayors Letter

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## FINDINGS OF FACT

The Planning staff has prepared the Findings of Fact for the preliminary plat of High Sierra Subdivision, 12th Filing. These findings are based on the preliminary plat application and supplemental documents and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(H), BMCC).

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

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

The subject property is currently used for dryland pasture by the Dover Ranch operation to the north. It, along with approximately 375 additional acres, was annexed by the City and rezoned for single-family residential uses in 2007. It is adjacent to similar residential uses to the south and east and will provide housing in an area that is not particularly productive for agriculture. It should not have a negative effect on the agricultural industry.

The BBWA irrigation canal is located approximately 3/4-mile northeast of the property. This subdivision does not contain any ditches or water shares, and therefore will not have an effect on agricultural water user facilities.

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

- a. **Utilities** – There are existing 8-inch water mains in Owen Street and Rancho Vista Avenue that will be extended to serve the new lots. The water lines will be looped at all possible locations within the subdivision to equalize pressure. Pressurized fire hydrants will also be extended. The improvements are subject to the review and approval by City of Billings Engineering Division and the City Fire Department before time of construction. As proposed, City Engineering finds that the water main extensions are acceptable.

Sanitary sewer service will be provided by the City of Billings by connecting to the existing 8-inch sewer main in Owen Street and one 8-inch sanitary sewer located in Rancho Vista Avenue. All proposed infrastructure will be reviewed and approved prior to installation by the City of Billings Public Works Department. **(Condition #1)**

MDU will provide gas services, and Yellowstone Valley Electric Cooperative will provide electric services to the subdivision. Easements will need to be shown on the face of the plat that are acceptable to these utility providers. **(Condition #2)**

- b. **Storm water** – A storm water master plan was reviewed in June 2008 for this proposal. In general, storm drains and piping will be installed to carry water to the north and east to a detention pond located within the overall master planned area (area covering High Sierra Subdivision 5<sup>th</sup>-12<sup>th</sup> filings). This and all other drainage improvements shall satisfy the criteria set forth by the most-current *City of Billings Stormwater Management Manual* and will be subject to review and approval by the Engineering Division. Additionally, a Stormwater Pollution Prevention Plan (SWPPP) will be required of the developer and

construction contractors prior to site disturbance to ensure that storm drain facilities are not compromised during site and home construction. (**Condition #1**)

- c. **Solid waste** – The City of Billings will provide solid waste collection and disposal. The City’s landfill has adequate capacity for this waste.
- d. **Streets** –The proposed subdivision will be accessed from existing Rancho Vista and Owen Street. With a new cul-de-sac off of Rancho Vista, Acacia. They will be built to City standards at 34 feet wide, with curb, gutter and boulevard-style sidewalks, all within 56-foot rights-of-way. They will be built to current City of Billings Engineering standards.

A Traffic Impact Study (TIS) was completed for the entire High Sierra Subdivision master plan area at the time of the 5<sup>th</sup> Filing in June of 2008. This study was updated to analyze the specific impacts of the 12<sup>th</sup> Filing in July of 2018. Three area intersections were identified as being affected by the High Sierra Subdivision; Wicks Lane/Gleneagles Boulevard, Wicks Lane/Fantan Street, and Wicks Lane/St. Andrews Drive. Based on the updated findings, it was determined that the developer shall contribute toward the total cost of the improvements planned for these three intersections. As indicated in the Subdivision Improvement Agreement (SIA) those contributions shall be calculated and made prior to final plat approval.

- e. **Emergency services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The nearest fire station is located at 1601 St. Andrews Drive (Station #6) about 2.5 road miles to the southeast. The subdivision is located within the ambulance service area of American Medical Response (AMR).
- f. **Schools** – School District #2 provides service to elementary, middle and high school students, Eagle Cliff elementary, Castle Rock Middle School, and Skyview High School. The district states that there is capacity in all the schools for additional students.
- g. **Parks and Recreation** – The parkland dedication requirement for this subdivision amounts to 1.4 acres. The subdivider proposes to provide cash in lieu of parkland for this filing of the subdivision. The nearest park to this property is south and east of the property at the end of Del Mar Street. This City park is not yet developed.
- h. **Mail Delivery** - The United States Postal Service will provide postal service to the subdivision. With previous filings the developer provided centralized delivery facilities and the same is proposed for this filing. The developer will consult with the USPS prior to placement of the centralized mail boxes.

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

The subject property is relatively level prairie land adjacent to urban development on its south and east sides. A geotechnical evaluation was done for the proposed subdivision in July of 2018, to investigate soil, rock, and groundwater conditions and provide recommendations to support design and construction of foundation and drainage elements. In the conditions that run with the land in

the SIA there is a paragraph notifying the future lot owner there may be limitations or special requirements of the lot that should be investigated before construction on the lots.

#### **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 and antelope in the area, which may cause damage to their landscaping. This subdivision should have a minimal effect on wildlife and wildlife habitat, as it is in an area that is rapidly urbanizing.

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

The subdivision is located in an area with no known natural hazards. Fire hydrants will be constructed to meet fire department requirements. Sidewalks will offer a safe place for pedestrians to walk. The effects on public health and safety should be minimal.

### **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 Growth Policy Statements and Guidelines:

**Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods):** Neighborhoods that are safe and attractive and provide essential services are much desired (p.8). Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels. (p.8)

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

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

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

#### **3. Billings Area Bikeway and Trail Master Plan Update (BABTMP)**

The proposed subdivision lies within the jurisdiction of the BABTMP. The Plan shows a future bike lane along High Sierra Boulevard, east of the proposed filing. This would be constructed at the time of further development of High Sierra Boulevard and not as part of this filing.

### **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 conforms 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 the R-70-R zoning district. All development shall comply with the standards set forth in Section 27-308, BMCC. Final zoning compliance will be determined at the time of the building permit.

**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 shall provide utility easements as requested by the City, MDU and YVEC on the face of the plat.

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

Legal and physical access is provided to the proposed lots from the extension of Rancho Vista and Owen Street, both local streets to be dedicated to the public as shown on the plat. Both of the above named streets have access that originates off of Benjamin Boulevard to the south. This street is already constructed for local traffic.

**CONCLUSIONS OF FINDINGS OF FACT**

- The preliminary plat of High Sierra Subdivision, 12<sup>th</sup> Filing does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to several of the goals and policies of the 2016 Growth Policy and does not conflict with the Transportation or Bikeway and Trail plans.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions.

**RECOMMENDATION**

The Planning Board recommends conditional approval of the preliminary plat of High Sierra Subdivision, 12<sup>th</sup> Filing to the City Council, and adoption of the Findings of Fact as presented in the staff report.

**Approved by the Billings City Council, October 22, 2018.**

---

**William A. Cole, Mayor**

PRELIMINARY PLAT OF  
**HIGH SIERRA SUBDIVISION, 12th FILING**

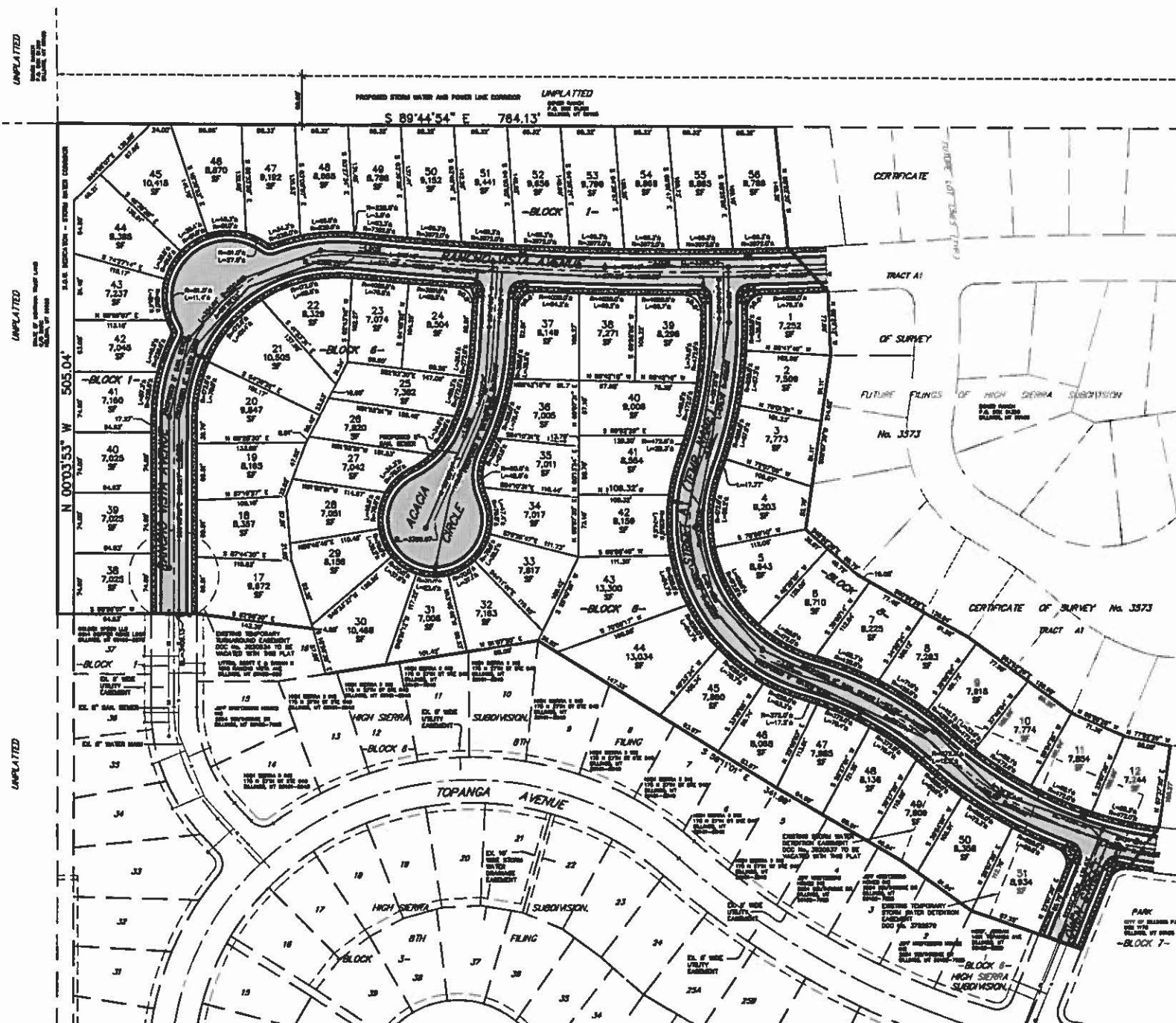
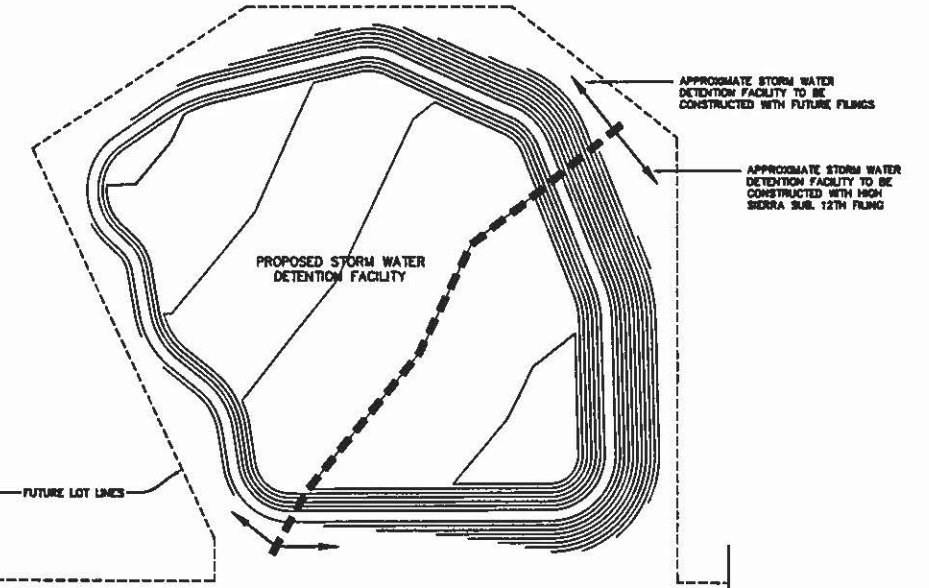
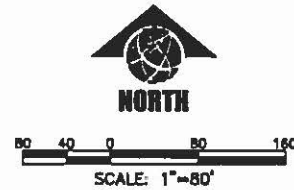
BEING LOT 17, BLOCK 6 OF HIGH SIERRA SUBDIVISION 11TH FILING  
 SITUATED IN NW1/4 OF SECTION 17, T. 1 N., R. 26 E., P.M.M.,  
 IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : HIGH SIERRA II, INC.

JULY, 2018

PREPARED BY : SANDERSON STEWART

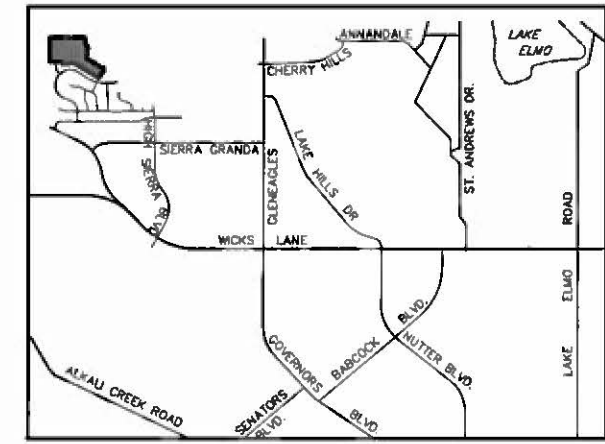
BILLINGS, MONTANA



**PLAT DATA**

|                        |                            |
|------------------------|----------------------------|
| GROSS AREA             | = 16.82 ACRES              |
| NET AREA = LOTS        | = 12.74 ACRES              |
| NUMBER OF LOTS         | = 66                       |
| MINIMUM LOT SIZE       | = 7,005 S.F.               |
| MAXIMUM LOT SIZE       | = 13,300 S.F.              |
| PARKLAND               | = CASH-IN-LIEU (1.401 AC.) |
| LINEAL FEET OF STREETS | = ±2,660.03 L.F.           |
| AREA OF STREETS        | = 4.08 ACRES               |
| EXISTING ZONING        | = R7000 RESTRICTED         |
| SURROUNDING ZONING:    |                            |
| NORTH                  | = AGRICULTURAL OPEN        |
| SOUTH                  | = R7000R                   |
| EAST                   | = R7000R                   |
| WEST                   | = AGRICULTURAL OPEN        |
| EXISTING LAND USE      | = VACANT                   |
| PROPOSED LAND USE      | = RESIDENTIAL DEVELOPMENT  |

- NOTES:**
- 1.) ALL PROPOSED STREETS ARE 34 FOOT BACK OF CURB TO BACK OF CURB IN 34 FOOT RIGHT-OF-WAY WITH 5 FOOT BOLLEVAARD AND 5 FOOT WIDE SIDEWALKS BUILT AT THE TIME OF HOME CONSTRUCTION.
  - 2.) EXISTING ZONING IS R7000 RESTRICTED
  - 3.) PARKLAND DEDICATION MET BY CASH-IN-LIEU PAYMENT.



**VICINITY MAP**  
 NOT TO SCALE

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

**SUBDIVISION IMPROVEMENTS AGREEMENT  
HIGH SIERRA SUBDIVISION, TWELFTH FILING  
CITY OF BILLINGS  
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Return to:  
Sanderson Stewart  
1300 North Transtech Way  
Billings, MT 59102

## **SUBDIVISION IMPROVEMENTS AGREEMENT HIGH SIERRA SUBDIVISION, TWELFTH FILING**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **HIGH SIERRA II, INC.**, whose address for the purpose of this agreement is 175 North 27th Street, Suite 900; Billings, Montana 59101, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Montana, hereinafter referred to as "City."

### **WITNESSETH:**

**WHEREAS**, the preliminary plat of High Sierra Subdivision, Twelfth Filing, Lot 17, Block 6 of High Sierra Subdivision, 11th Filing Amended of Certificate of Survey No. 3573, 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 by the Yellowstone County Board of Planning on the \_\_\_\_ day of \_\_\_\_\_, 2018, the Board recommended for approval, subject to certain conditions, an area known as the High Sierra Subdivision, Twelfth Filing; and

**WHEREAS**, at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2018, the City Council approved, subject to certain conditions, a preliminary plat of High Sierra Subdivision, Twelfth 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 High Sierra Subdivision, Twelfth 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**

No variances are requested with this subdivision.

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

- A.** Lot owners will be required to construct that segment of the required five-foot-wide boulevard-style sidewalk that fronts their property at the time of lot development.
- B.** 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.
- C.** Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the geotechnical investigation report for this property, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical investigation prior to construction. Assessment and mitigation, if any, of these conditions shall be the responsibility of the lot owner.
- D.** The Subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution and Prevention Plan (SWPPP) 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.
- E.** Individual lot owners should be aware that Best Management Practices for stormwater control shall be required by each owner for new construction on

lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

- F. 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.
- G. Lot owners should be aware that agricultural activities could be present on surrounding properties. Any impacts associated with agricultural activities, and any issue arising therefrom, is the responsibility of the lot owners.
- H. Certain lots within High Sierra Subdivision, Twelfth Filing contain a 10-foot-wide stormwater drainage easement with a drainage swale along the rear property lines. These stormwater drainage easements and drainage swales are for conveying stormwater and shall not be altered in any way to inhibit the conveyance of stormwater. It shall be the lot owners responsibility to maintain and perpetuate this stormwater drainage swale. Adjacent lot owners shall not store, place or dump any items, vehicles or materials (including yard waste and grass clippings) in this stormwater drainage easement, or negatively affect the function of the swale. If it is determined that adjacent lot owners are using this stormwater drainage easement to store, place or dump materials, or alter the drainage swale in any way, they will be notified to remove any items and restore the drainage swale immediately.
- I. The rear lot lines of Lots 38 through 44, Block 1 in High Sierra Subdivision, Twelfth Filing are adjacent to a City of Billings right of way that contains stormwater drainage facilities and a swale. This stormwater drainage swale is for conveying stormwater and shall not be altered in any way. It shall be the High Sierra Subdivision Home Owners Association's responsibility to maintain and perpetuate the function of this stormwater drainage swale. Adjacent lot owners (Lots 38 through 55, Block 1 of High Sierra Subdivision, Twelfth Filing) shall not store, place or dump any items, vehicles or materials (including yard waste and grass clippings) in this right of way, or negatively affect the function of the swale. If it is determined that

adjacent lot owners are using this right of way to store, place or dump materials, or alter the drainage swale in any way, they will be notified to remove any items and restore the drainage swale immediately. If the drainage swale is not restored immediately, the obstructions will be removed and/or the drainage swale will be restored at the lot owners expense.

- J.** Each owner of a completed lot shall be a member of the High Sierra Homeowners Association. Membership shall be appurtenant to and may not be separated from ownership of a lot. The Home Owners Association will be set up to maintain the permanent stormwater detention facilities. The HOA Board of Directors shall have the power, in its discretion, to exclude costs of major repairs or approved capital improvements to the HOA Storm Water System from the regular monthly assessments and, instead, impose special assessments for these expenses, and for emergencies, as they are incurred.
- K.** The lowest finish 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. Home builder and lot owner may find it necessary to raise the finish floor elevation of house or garage above this minimum during on-site building design and/or during on-lot grading.
- L.** The stormwater runoff from individual lots shall be directed toward the public right-of-way wherever possible. However, due to the existing terrain of the subdivision this is not possible for every lot. Where runoff from lots cannot be directed to public right-of-way because existing terrain is falling away from the public right of way, the stormwater runoff shall be directed to flow to the same location as it has historically. Home builder and lot owners shall consider the effect of potential off-lot run-on waters from lots uphill of the subject lot, and grade around the home to provide positive drainage away from the home. Home builder and lot owners must take necessary measures to protect the house from surface stormwater flows. Lots shall allow, through on-site building design and on-lot grading, for stormwater to pass through each lot without negatively impacting adjacent lots. The lowest openings on each home (window well, walk-out basement doors, etc.) are to be located outside the designated drainage paths. If this is not possible, the builder and lot owners must take necessary measures to protect these openings from inundating from surface water flows. In any case, the homebuilder shall allow enough space between window wells and property lines to provide sufficient swales and proper storm water drainage away from window wells.

### **III. TRANSPORTATION**

#### **A. Streets**

Street A (temporary name), Acacia Circle, and Rancho Vista Avenue within the subdivision shall be public and shall be located within a 56-foot right-of-way, and have a street width of 34-foot back of curb to back of curb. These internal access roads shall be built to grade with a satisfactory subbase, base course, drive over curb and gutter, and asphalt surface. All streets shall be built in accordance with the City of Billings site development ordinance, Subdivision Regulations, and Uniform Building Code.

#### **B. Sidewalks**

City and the Subdivider agree that the developer will install accessibility ramps at time of private contract construction. Individual lot owners will be responsible for the construction of the five-foot wide boulevard sidewalks adjacent to their lot at the time of lot construction. The City reserves the right to construct any missing sidewalk and assess the property owners three years after construction of a phase.

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

Construction or installation of street lights within the public rights-of-way shall not be required at this time. If street lights are installed, a maintenance district will be formed for future maintenance of the street lights.

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

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.

A master plan traffic accessibility study has been completed for High Sierra Subdivision, Fifth through Twelfth Filing. That study analyzed impacts to eight intersections affected by additional traffic generated with the development of High Sierra. Three of those intersections were noted for improvements: Wicks Lane/Fantan/Street; Wicks Lane/Gleneagles Blvd;

and Wicks Lane/St. Andrews Dr. An update to the study has been completed for this filing. Based on the 66 developable single family residential lots proposed within this subdivision, the percent of traffic contribution to these intersections is as follows:

|                    |               |                  |
|--------------------|---------------|------------------|
| Wicks/Fantan:      | _____ percent | \$XXXX.00        |
| Wicks/Gleneagles:  | _____ percent | \$XXXX.00        |
| Wicks/St. Andrews: | _____ percent | <u>\$XXXX.00</u> |
|                    |               | \$XXXXX.00       |

As requested by the City of Billings Public Works Department, cash contributions to intersection improvements will be made prior to the filing of the final plat.

**E. Access**

Access will be provided for the subdivision by continuation of streets from High Sierra Subdivision, Eleventh Filing, including Rancho Vista Avenue, and Owen Street. In addition, these streets will provide connectivity to future development. Location of these accesses shall be subject to review and approval by the City Engineering office.

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

The Billings Area Bikeway and Trail Master Plan identifies High Sierra Boulevard as a primary bikeway. As such, an on-street bikeway will be provided on High Sierra Boulevard nearby to this subdivision; therefore, City and the Subdivider agree that trail requirements are being met for the subdivision.

**G. Public Transit**

No improvements with regard to public transit are anticipated at this time. The nearest access to the public transit system occurs near Skyview High School on Siesta Avenue, between High Sierra Boulevard and Fantan Street.

**IV. EMERGENCY SERVICES**

Access is provided to this subdivision via Acacia Street, Owen Street, Street A (temporary name), and Rancho Vista Avenue which shall terminate in a temporary cul-de-sac. The City will provide emergency service. Fire hydrants shall be

provided at each street intersection, and at intermediate locations where distances exceed 500 feet. Appropriate turn arounds will be located on any street in excess of 150 feet.

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and water supply (fire hydrants) 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 the 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 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. Because the City of Billings storm drain system is not available in the area of the subdivision, stormwater will be handled on site through surface flow on the streets, inlets, and piping. The stormwater design for High Sierra Subdivision, Twelfth Filing, will conform to the current City of Billings Stormwater Management Manual.

The Subdivider will construct a permanent drainage swale west of Lots 38 through 44, Block 1 and north Lots 45 through 55, Block 1 with the private contract for subdivision improvements. The Subdivider will also construct a portion of the permanent detention facility with the private contract for the subdivision improvements. The stormwater detention facility and swales will be sized in accordance with the current City of Billings Stormwater Management Manual. The

stormwater detention facility will also be sized for runoff from this filing as well as previous filings of High Sierra Subdivision (portions of High Sierra Subdivision Seventh and Eighth Filings, and High Sierra Subdivision Eleventh Filing). The drainage swale west of Lots 38 through 44, Block 1 will be located within public right of way. The drainage swale north of Lots 45 through 55, Block 1 and the stormwater detention facility will be located on a Home Owners Association (HOA) owned lot. The drainage swales and detention facilities shall be operated and maintained by the HOA. The detention facility will be part of a larger detention facility for the entire subdivision with an ultimate stormwater outfall to 5-Mile Creek. However, until the permanent outfall is constructed a temporary discharge from the detention facility limiting the stormwater discharge to pre-developed runoff rate will be allowed.

## **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 submit applications for extension/connection of water mains and sanitary sewers to the Public Works Department, Distribution, and Collection 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 appropriate water and wastewater fees in effect shall be submitted with the applications.

The developer/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.

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**

The subdivision will be served by making connections to existing water main stubs located in Owen Street and Rancho Vista Avenue. The existing water main in these streets is an 8-inch in diameter main and is a part of the City of Billings water distribution system. A new 8-inch water main will be installed in the local interior streets. The water main within the subdivision will make looped connections whenever possible. Fire hydrants will be provided at all appropriate locations and will be subject to approval by the City of Billings Fire Department. 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 separate water service. 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, Distribution, and Collection Division.

**B. Sanitary Sewer**

The subdivision will be served by one connection to two existing 8-inch sanitary sewer mains located at each end of Owen Street and one connection to an existing 8-inch sanitary sewer main located in Rancho Vista Avenue. The sanitary sewer located within the subdivision will consist of an 8-inch sanitary sewer main. Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. 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, Distribution, and Collection Division.

**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, where possible, 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 Twelfth Filing has a total of 66 lots, requiring a parkland dedication of 1.401 acres. The Subdivider will make a cash in-lieu contribution for the 1.401 acres in lieu of parkland dedication.

## **VIII. SOILS/GEOTECHNICAL STUDY**

The Subdivider has contracted with Rawhide Engineering to perform a preliminary geotechnical analysis for this property dated July 2018.

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. For home construction, the majority of the foundation will be located on weathered sandstone bedrock or weathered shale bedrock. Three alternative foundation recommendations are provided within the geotechnical report.
7. As noted in the Rawhide Engineering February 2018 report, and in accordance with the International Residential Code, downspouts with 6-foot extensions should be used. Positive drainage away from all foundations should have 6 inches of fall in the first 10 feet away from the foundations.

If sufficient room is not available to construct the 10-foot slope, drainage swales should be constructed as far from the foundations as possible.

**IX. FINANCIAL GUARANTEES**

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

**X. LEGAL PROVISIONS**

- A. The 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. The Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. The 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”

HIGH SIERRA II, INC.

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

Its: \_\_\_\_\_

STATE OF MONTANA     )  
  : ss  
County of Yellowstone     )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the person who signed the foregoing instrument as the \_\_\_\_\_ of HIGH SIERRA II, INC., 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.

\_\_\_\_\_  
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 \_\_\_\_\_, 2018.

“CITY”

**CITY OF BILLINGS, MONTANA**

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

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

STATE OF MONTANA     )  
  :SS  
County of Yellowstone     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_, and \_\_\_\_\_, known to me to be the 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 for the State of Montana  
Printed name: \_\_\_\_\_  
Residing in Billings, Montana  
My commission expires: \_\_\_\_\_

Approved as to Form:

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





# CITY OF BILLINGS

WILLIAM A. COLE, MAYOR

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

October 22, 2018

High Sierra II, Inc.  
175 N 27<sup>th</sup> Street, Suite 900  
Billings, MT 59101

Dear Applicant:

On October 22, 2018, the Billings City Council conditionally approved the preliminary plat of High Sierra Subdivision, 12<sup>th</sup> Filing subject to the following conditions of approval:

1. To protect the public health and safety, prior to final plat approval the applicant will provide drawings to be reviewed and approved by engineering for the water, sewer and stormwater systems associated with the subdivision.
2. To provide for the installation of utilities, utility easements shall be shown on the final plat as requested by the affected public and private utility companies.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
4. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

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

Sincerely,

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William A. Cole, Mayor

Pc: Sanderson Stewart

**Regular City Council Meeting**

**Meeting Date:** 10/22/2018

**TITLE:** Final Plat of Amended Lot 2, Block 4, Claimstake Subdivision

**PRESENTED BY:** Monica Plecker

**Department:** Planning & Community Services

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

The final plat for Amended Lot 2, Block 4 Claimstake Subdivision, is being presented to City Council for approval. The subject property is generally located between Enterprise Avenue and Overland Avenue, west of South 24th Street West. The land is zoned Controlled Industrial and is proposed for commercial development. The representing agent is EEC Engineering, and the owner is Timothy and Tracey Eastwood. The proposed plat received preliminary approval on January 8, 2018. Staff has determined that the proposed plat has met all the conditions of approval and is forwarding a recommendation of final approval to the City Council. Upon City Council approval, these documents are appropriate as to form for filing with the Clerk and Recorder.

**ALTERNATIVES ANALYZED**

The City Council may approve or disapprove the final plat of Amended Lot 2, Block 4, Claimstake Subdivision. If the City Council chooses to deny the final plat, it must base the denial on the criteria outlined in Section 76-3-611, MCA, and Section 23-307, BMCC.

**FINANCIAL IMPACT**

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 Amended Lot 2, Block 4, Claimstake Subdivision.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Final Plat  
SIA

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**Amended Plat of Lot 2, Block 4,  
CLAIMSTAKE SUBDIVISION**

LOCATED IN THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 1 SOUTH,  
RANGE 25 EAST, P.M.M., CITY OF BILLINGS, YELLOWSTONE COUNTY,  
STATE OF MONTANA  
June, 2018

SURVEYED FOR: American Waterworks  
SURVEYED BY: EGGART ENGINEERING COMPANY

TOTAL AREA OF SURVEY  
1.54 ACRES.

**LEGEND**

- PROPERTY CORNER FOUND - (AS NOTED)
- PROPERTY CORNER SET - 5/8" X 24" REBAR WITH YELLOW PLASTIC CAP MARKED "ECC - 13100ES"
- FOUND BRASS CAP MONUMENT IMPROVEMENTS

BASIS OF BEARING: The south line of Lot 2, BK 4, Claimstake Subdivision.



**CERTIFICATE OF SURVEYOR AND PROPERTY DESCRIPTION**

This is to certify that Scott Swanson, a Licensed Professional Engineer and Land Surveyor, Montana License No. 13100ES, performed a survey in June, 2018, in accordance with the Montana Subdivision and Platting Act, Title 76, Chapter 3, MCA inclusive of a tract of land being: Lot 2, Block 4, of Claimstake Subdivision, being Document #1316347, on file at the office of Yellowstone County Clerk and Recorder, located in the Northeast 1/4 of Section 13, Township 1 South, Range 25 East, P.M.M., City of Billings, Yellowstone County, Montana, containing a gross and net area of 1.54 acres.

Scott Swanson, Licensed Professional Engineer and Land Surveyor  
Montana License No. 13100ES

**ERRORS AND OMISSIONS REVIEW**

I hereby certify that I have examined the annexed and foregoing plat for errors and omissions in computations and drafting and find said plat conforms with the requirements of the laws of the State of Montana, and that said plat conforms to the adjoining additions and plats of the City of Billings already platted as nearly as circumstances will permit.

Examining Land Surveyor

Date \_\_\_\_\_

**COUNTY TREASURER'S CERTIFICATION OF TAX PAYMENT**

I hereby certify that all real property taxes and special assessments assessed and levied on the land above described are paid pursuant to MCA 76-3-611.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Yellowstone County Treasurer

**CITY ATTORNEY APPROVAL**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

**CERTIFICATE OF CITY ENGINEER'S OFFICE**

I hereby certify that the annexed and foregoing plat conforms with Section 76-4-125(2)(d), M.C.A., for the removal of sanitary restrictions since the plot is inside a master planning area and said lots will be provided with municipal facilities for the supply of water and the disposal of sewage and solid waste.

IN WITNESS WHEREOF, I have executed this CERTIFICATE OF APPROVAL this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

City Engineer's Office

**CERTIFICATE OF CITY COUNCIL APPROVAL**

STATE OF MONTANA )  
County of Yellowstone )

We hereby certify that we have examined the annexed and foregoing AMENDED PLAT OF LOT 2, BLOCK 4, CLAIMSTAKE SUBDIVISION, and find that said plat conforms with the requirements of the laws of the State of Montana, and the requirements of The Yellowstone County board of Planning. It is therefore approved and the dedication to public use of any and all lands shown on this plat as being dedicated to such use are accepted.

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

CITY OF BILLINGS, MONTANA

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

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

**NOTICE OF APPROVAL**

STATE OF MONTANA )  
County of Yellowstone )

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

Date \_\_\_\_\_ President \_\_\_\_\_

Executive Secretary \_\_\_\_\_

**OWNERS' CERTIFICATE, PURPOSE OF SURVEY AND CERTIFICATE OF DEDICATION**

We, the undersigned land owners, certify that I have caused to be surveyed, subdivided and platted into lots as shown by the plot hereunto annexed, the following described land:

Being Lot 2, Block 4 of Claimstake Subdivision, Document #1316347, on file at the Office of Yellowstone County Clerk and Recorder, being located in the Northeast 1/4 of Section 13 Township 1 South, Range 25 East, P.M.M., City of Billings, Yellowstone County, Montana, containing 1.54 acres, and all according to the attached Plat. Subject to all easements and/or rights-of-way of record, appent on the ground or reserved per this survey.

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

There is no park requirement for this minor subdivision pursuant to Sections 76-3-621(3)(e) M.C.A.

Owners of Lot 2, Block 4 of Claimstake Subdivision:

Timothy J. Eastwood(Signature) \_\_\_\_\_

STATE OF MONTANA )  
County of Yellowstone )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Timothy J. Eastwood, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary Public for the State of Montana  
Printed Name of Notary \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_, 20\_\_\_\_

Tracey R. Eastwood(Signature) \_\_\_\_\_

STATE OF MONTANA )  
County of Yellowstone )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Tracey R. Eastwood, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

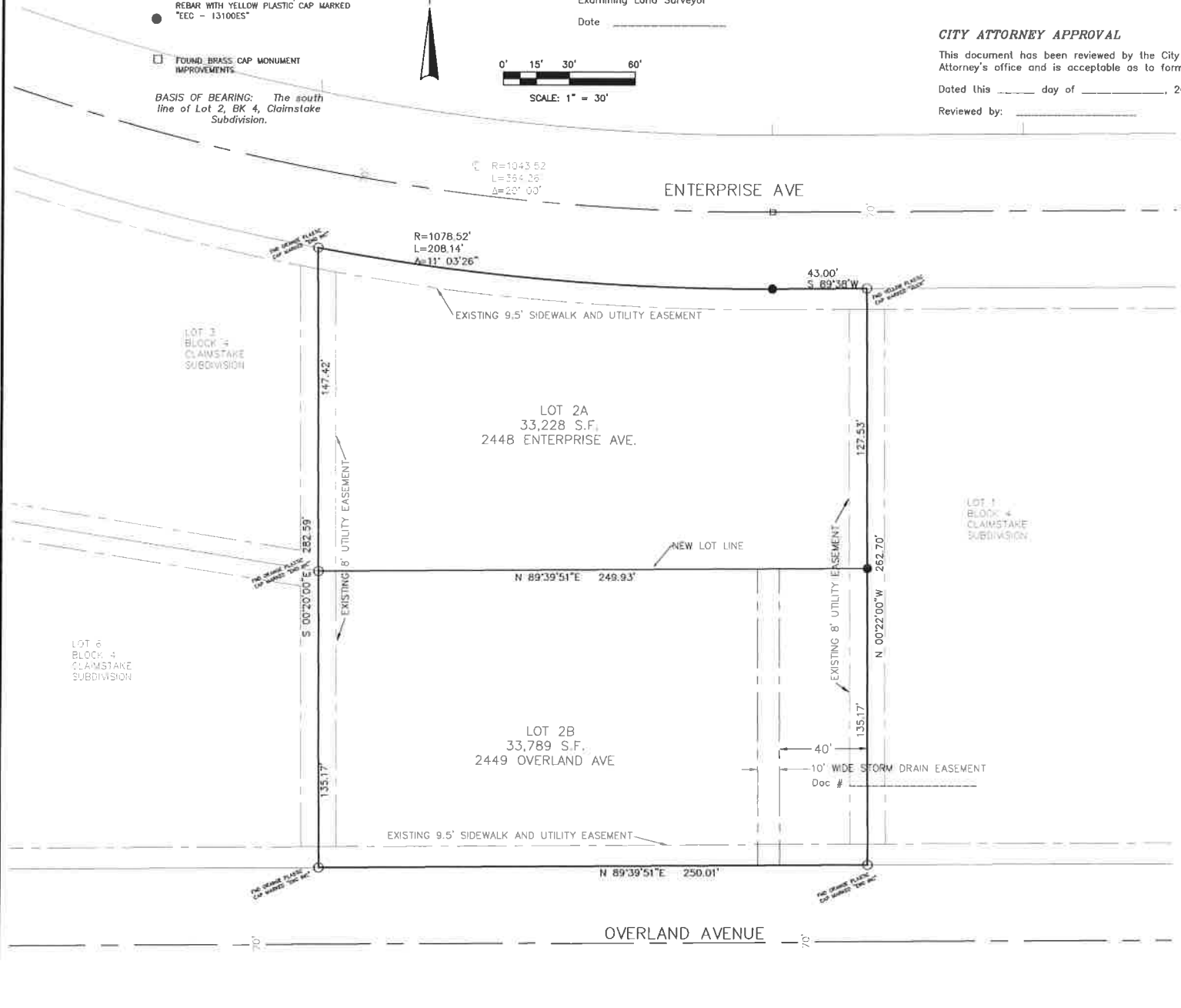
Notary Public for the State of Montana  
Printed Name of Notary \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_, 20\_\_\_\_

**VICINITY MAP: NOT TO SCALE**



SITE

CLERK AND RECORDER FILING INFORMATION



**SUBDIVISION IMPROVEMENTS AGREEMENT**  
***AMENDED PLAT OF LOT 2, BLOCK 4, CLAIMSTAKESUBDIVISION***

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**City of Billings**

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**SUBDIVISION IMPROVEMENTS AGREEMENT**  
*Amended Plat of Lot 2, Block 4, Claimstake Subdivision*

**This agreement** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Timothy J Eastwood & Tracey R Eastwood whose address for the purpose of this agreement is 134 Regal St., Billings, MT 59101, hereinafter referred to as “Subdivider,” and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as “City.”

**WITNESSETH:**

**WHEREAS**, the plat of Amended Plat of Lot 2, Block 4, Claimstake Subdivision, located in the City of Billings, Yellowstone County, Montana was submitted to the Yellowstone County Board of Planning; and

**WHEREAS**, at a regular meeting conducted on \_\_\_\_\_, the City Council conditionally approved a preliminary plat of Amended Plat of Lot 2, Block 4, Claimstake Subdivision 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 the Amended Plat of Lot 2, Block 4, Claimstake Subdivision upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

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

**I. VARIANCES**

Subdivider does not request any variances from the City of Billings Subdivision Regulations for this subdivision.

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

**A.** 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 will experience problems with damage to 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.

- B.** 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.
- C.** No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.
- D.** 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.

### **III. TRANSPORTATION**

#### **A. Streets**

This subdivision is fronted by Enterprise Avenue, a public street with a 70' right of way on the north and by Overland Avenue, a public street with a 70' right of way on the south. Both Enterprise Avenue and Overland Avenue are paved with 49 foot widths from back of curb to back of curb. No new streets are proposed for this subdivision.

#### **B. Sidewalks**

Enterprise Avenue has five foot wide concrete boulevard sidewalks on both sides of the street, where it fronts this subdivision. Overland Avenue has a five foot wide boulevard sidewalk on the north side of the street and a five foot wide concrete sidewalk up against the curb on the south side of the street where it fronts this subdivision. No new public sidewalks will be built in conjunction with this new subdivision.

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

No street lighting is proposed at this time.

#### **D. Access**

Access to Lot 2A will be from Enterprise Avenue but not until lot development. Access to Lot 2B will be from a 25' wide drive approach and a 30' wide drive approach from Overland Avenue.

#### **E. Billings Area Bikeway and Trail Master Plan (BABTMP)**

This subdivision is not along the BABTMP and no new trails are proposed with this subdivision.

#### **F. Public Transit**

This subdivision is about 400' from closest MET bus route. It is within the City of Billings where taxi service is available.

### **IV. EMERGENCY SERVICE**

Access can be provided to this subdivision from either Overland Avenue or Enterprise Avenue. There is an existing fire hydrant fronting this subdivision on both Overland Avenue and Enterprise Avenue.

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**

This subdivision will comply with the provisions of the Stormwater Management Manual and section 23-706, BMCC, a stormwater management plan shall be submitted for approval by the Engineering Division. There is an existing 6" storm drain service which can be utilized by Lot 2B.

**VI. UTILITIES**

**A. Water**

An existing water service stubbed in from Overland Avenue will serve Lot 2B. An existing 1 ¼" water service is stubbed in from Enterprise Avenue which will be available for Lot 2A. No new water mains are proposed for this subdivision.

**B. Sanitary Sewer**

An existing 6" sewer service is available to Lot 2A which is stubbed out of Enterprise Avenue. An existing 6" sewer service is available to Lot 2B which is stubbed out of Overland Avenue. No new sewer mains are proposed for this subdivision.

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

There are existing 9.5' wide sidewalk and utility easements along both of the streets fronting this subdivision and there are existing 8' wide utility easements along the east and west edges of this subdivision which are used to provide private utilities to this subdivision.

**VII. PARKS/OPEN SPACE**

There is no parkland requirement for proposed Amended Plat of Lot 2, Block 4, Claimstake Subdivision, as this is a minor subdivision [MCA 76-3-617(3)(a)].

**VIII. IRRIGATION**

This subdivision does not affect any irrigation districts or ditches. There are no irrigation rights associated with this subdivision. No new irrigation improvements are proposed with this subdivision.

**IX. SOILS/GEOTECHNICAL STUDY**

A geotechnical report dated November 13, 2017 by SK Geotechnical was performed for the underlying lots of this subdivision. The geotechnical report did not find anything unusual which would require significant non-typical construction methods for building on this site. The geotechnical report can be viewed at the office of EEC located at 720 Lohwest Lane, Billings, MT, 59106, or if a copy is requested, can be mailed to concerned parties.

**X. FINANCIAL GUARANTEES**

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

**XI. LEGAL PROVISIONS**

- A.** Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by the City of Billings.
- B.** The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.
- C.** The covenants, agreements, and all statements in this Agreement apply to and shall be binding on the heirs, personal representatives, successors and assigns of the respective parties.
- D.** In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.
- E.** Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.
- F.** Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.







**Consent 1. J. 1.**

**Regular City Council Meeting**

**Meeting Date:** 10/22/2018

**TITLE:** Payment of Claims September 24 & 28, 2018

**PRESENTED BY:** Andy Zoeller

**Department:** City Hall Administration

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$6,473,124.44 have been audited and are presented for City Council payment approval. A complete listing of the claims dated September 24 and 28, 2018, are available in the Finance Department.

**ALTERNATIVES ANALYZED**

No other alternatives were analyzed.

**FINANCIAL IMPACT**

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

**RECOMMENDATION**

Staff recommends that Council approve the Payment of Claims.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

councilmemo\_092418

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| Check Date | Check # | Name                          | Fund Name           | Amount       | Item Desc                                      |
|------------|---------|-------------------------------|---------------------|--------------|--|
| 09/24/2018 | 817085  | Alpine Technology Corporation | Solid Waste         | \$ 3,287.46  | Resubmitting invoice from February for payment |
| 09/24/2018 | 817090  | Arthur J Gallagher Risk Mngmt | Property Ins        | \$ 16,500.00 | Inv. #2624848 Property Program Review          |
| 09/24/2018 | 817091  | Askin Construction LLC        | Storm Sewer         | \$ 4,989.60  | WO 18-27 Cottonwood Park Stormwater            |
| 09/24/2018 | 817092  | Auto Trim Design              | Public Safety       | \$ 2,149.00  | 9023562  |
| 09/24/2018 | 817092  | Auto Trim Design              | Public Safety       | \$ 2,149.00  | 9023557  |
| 09/24/2018 | 817102  | Billings Tourism              | Tourism BID #2      | \$ 8,428.42  | Distributed August, paid September 2018        |
| 09/24/2018 | 817104  | Boomers Garage N Shop         | Street/Traffic Oper | \$ 515.84    | flex post 36" yellow                           |
| 09/24/2018 | 817104  | Boomers Garage N Shop         | Street/Traffic Oper | \$ 1,137.96  | cones 28" w/bases                              |
| 09/24/2018 | 817104  | Boomers Garage N Shop         | Street/Traffic Oper | \$ 1,516.50  | post 42" 2 3" bands with bases                 |
| 09/24/2018 | 817105  | Border States Electric        | Water               | \$ 1,627.96  | EATON PW9130 1000VA TOWER - UPS 120V           |
| 09/24/2018 | 817105  | Border States Electric        | Wastewater          | \$ 1,793.04  | 915818140; GROUNDING BALLS FOR BOXCAR- WRF     |
| 09/24/2018 | 817105  | Border States Electric        | Wastewater          | \$ 166.95    | 915828953; UPS PROJECT- WRF                    |
| 09/24/2018 | 817105  | Border States Electric        | Water               | \$ 40.79     | 915829451; FLUKE TEST LEADS                    |
| 09/24/2018 | 817105  | Border States Electric        | Wastewater          | \$ 40.80     | 915829451; FLUKE TEST LEADS                    |
| 09/24/2018 | 817105  | Border States Electric        | Wastewater          | \$ 40.78     | 915838376; BLOWER 104- WRF                     |
| 09/24/2018 | 817105  | Border States Electric        | Wastewater          | \$ 51.39     | 915841961; UPS SYSTEM NEUTRAL TERM KIT- WRF    |
| 09/24/2018 | 817105  | Border States Electric        | Wastewater          | \$ 357.63    | 915849159; UPS PROJECT CP100-WRF               |
| 09/24/2018 | 817105  | Border States Electric        | Water               | \$ 28.10     | 915867697; VINTAGE- ELEC TAPE                  |
| 09/24/2018 | 817105  | Border States Electric        | Wastewater          | \$ 28.10     | 915867697; VINTAGE- ELEC TAPE                  |
| 09/24/2018 | 817105  | Border States Electric        | Water               | \$ 11.59     | METER SHOP RADIO PROJECT                       |
| 09/24/2018 | 817105  | Border States Electric        | Water               | \$ 10.26     | 915878678; REPLACEMENT SCREWDRIVER FOR E8      |
| 09/24/2018 | 817105  | Border States Electric        | Wastewater          | \$ 6.84      | 915878678; REPLACEMENT SCREWDRIVER FOR E8      |
| 09/24/2018 | 817105  | Border States Electric        | Wastewater          | \$ 418.11    | 915889408; CP100 UPS PROJECT- WRF              |
| 09/24/2018 | 817105  | Border States Electric        | Wastewater          | \$ 21.02     | 915889600; CP100 UPS PROJECT- WRF              |
| 09/24/2018 | 817105  | Border States Electric        | Wastewater          | \$ 1,117.49  | 915891658; CP100 UPS PROJECT- WRF              |
| 09/24/2018 | 817105  | Border States Electric        | Wastewater          | \$ 21.72     | 915899278; UPS PROJECTS @ CP100- WRF           |
| 09/24/2018 | 817105  | Border States Electric        | Wastewater          | \$ 17.25     | 915909901; HEADWORKS PROJECT- WRF              |
| 09/24/2018 | 817105  | Border States Electric        | Wastewater          | \$ 21.40     | 915919175; HEADWORKS PROJECT- WRF              |
| 09/24/2018 | 817105  | Border States Electric        | Water               | \$ 24.36     | 915919551; REPLACEMENT TOOL PUNCHES            |
| 09/24/2018 | 817105  | Border States Electric        | Wastewater          | \$ 24.36     | 915919551; REPLACEMENT TOOL PUNCHES            |
| 09/24/2018 | 817105  | Border States Electric        | Wastewater          | \$ 789.06    | DISTR PNL & DSCNNCT SWTCH UPS RPLCMNT          |
| 09/24/2018 | 817105  | Border States Electric        | Wastewater          | \$ 171.94    | 915949681; UPS PROJECT CP100 TM- WRF           |
| 09/24/2018 | 817105  | Border States Electric        | Wastewater          | \$ 58.13     | 915959265; WORKBOX FOR CABLE- WRF              |
| 09/24/2018 | 817105  | Border States Electric        | Wastewater          | \$ 108.66    | 915970461; CP100 UPS PROJECT- WRF              |

| Check Date | Check # | Name                   | Fund Name             | Amount       | Item Desc  |
|------------|---------|------------------------|-----------------------|--------------|--|
| 09/24/2018 | 817105  | Border States Electric | Wastewater            | \$ 58.23     | 916000804; WORK AT BRIARWOOD LIFT STATION            |
| 09/24/2018 | 817105  | Border States Electric | Water                 | \$ 45.60     | 916011127; DRINK ADDITIVE                            |
| 09/24/2018 | 817105  | Border States Electric | Wastewater            | \$ 45.59     | 916011127; DRINK ADDITIVE                            |
| 09/24/2018 | 817105  | Border States Electric | Wastewater            | \$ 390.35    | 916030465; REPLACEMENT UPS PWR DIST PNL- WRF         |
| 09/24/2018 | 817105  | Border States Electric | Water                 | \$ 96.65     | 916031634; EVAC ALARM SYSTEM- WTP                    |
| 09/24/2018 | 817105  | Border States Electric | Water                 | \$ 51.30     | 916042072; TOOL- ELECTRICIANS                        |
| 09/24/2018 | 817105  | Border States Electric | Wastewater            | \$ 51.30     | 916042072; TOOL- ELECTRICIANS                        |
| 09/24/2018 | 817108  | Business Tax Section   | EOC 911               | \$ 1,096.35  | Business tax for 911 center construction             |
| 09/24/2018 | 817108  | Business Tax Section   | Storm Sewer           | \$ 50.40     | WO 18-27 Cottonwood Park Stormwater                  |
| 09/24/2018 | 817108  | Business Tax Section   | Storm Sewer           | \$ 3,083.11  | WO 18-06 EBURD 10th to 13th Infrastructure           |
| 09/24/2018 | 817108  | Business Tax Section   | Wastewater            | \$ 33,466.16 | WO 14-11 Water Reclamation Facility Nutrient Upgrade |
| 09/24/2018 | 817108  | Business Tax Section   | Wastewater            | \$ 1,560.72  | WO 16-05 Central Ave - 32nd St West to Shiloh        |
| 09/24/2018 | 817108  | Business Tax Section   | Tax Increment South   | \$ 4,271.82  | WO 17-06 Midland Road Improvements                   |
| 09/24/2018 | 817108  | Business Tax Section   | Water                 | \$ 270.79    | WO 17-22 Belknap Service Center HVAC                 |
| 09/24/2018 | 817108  | Business Tax Section   | Sidewalk Construction | \$ 469.01    | WO 16-05 Central Ave - 32nd St West to Shiloh        |
| 09/24/2018 | 817108  | Business Tax Section   | Sidewalk Construction | \$ 1,309.14  | WO 17-06 Midland Road Improvements                   |
| 09/24/2018 | 817108  | Business Tax Section   | Wastewater            | \$ 180.53    | WO 17-22 Belknap Service Center HVAC                 |
| 09/24/2018 | 817108  | Business Tax Section   | Wastewater            | \$ 886.13    | WO 18-06 EBURD 10th to 13th Infrastructure           |
| 09/24/2018 | 817108  | Business Tax Section   | Arterial Streets      | \$ 6,057.87  | WO 16-05 Central Ave - 32nd St West to Shiloh        |
| 09/24/2018 | 817108  | Business Tax Section   | Tax Increment East    | \$ 434.50    | WO 18-06 EBURD 10th to 13th Infrastructure           |
| 09/24/2018 | 817110  | Century Link           | Water                 | \$ 39.44     | 406-245-3659 PUD Alarm Water Tower                   |
| 09/24/2018 | 817110  | Century Link           | EOC 911               | \$ 45.65     | 406-245-3108 911                                     |
| 09/24/2018 | 817110  | Century Link           | EOC 911               | \$ 45.65     | 406-245-3107 911                                     |
| 09/24/2018 | 817110  | Century Link           | EOC 911               | \$ 47.84     | 406-245-2296 911                                     |
| 09/24/2018 | 817110  | Century Link           | Airport               | \$ 45.66     | 406-245-5834 Airport Alarm                           |
| 09/24/2018 | 817110  | Century Link           | Public Safety         | \$ 119.32    | 406-245-7469 Fire                                    |
| 09/24/2018 | 817110  | Century Link           | Public Safety         | \$ 45.66     | 406-245-7481 Police                                  |
| 09/24/2018 | 817110  | Century Link           | Telephone System      | \$ 228.20    | 406-248-3049 Main System T1 City/County Tie          |
| 09/24/2018 | 817110  | Century Link           | Radio                 | \$ 311.26    | 406-248-3635 Fire Airport Radio Tower WCK            |
| 09/24/2018 | 817110  | Century Link           | Radio                 | \$ 311.26    | 406-248-3636 Fire Airport Radio Tower Jellison       |
| 09/24/2018 | 817110  | Century Link           | Fleet                 | \$ 54.88     | 406-256-5047 Motor Pool                              |
| 09/24/2018 | 817110  | Century Link           | Airport               | \$ 53.99     | 406-256-7070 Airport                                 |
| 09/24/2018 | 817110  | Century Link           | Engineering           | \$ 98.51     | 406-259-7758 Measured Lines Depot                    |
| 09/24/2018 | 817110  | Century Link           | P.W. Admin            | \$ 65.67     | 406-259-7758 Measured Lines Depot                    |

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| 09/24/2018 | 817110  | Century Link            | Public Safety         | \$ 118.32     | 406-373-3742 Fire RR Crossing Alarm               |
| 09/24/2018 | 817110  | Century Link            | Public Safety         | \$ 49.17      | 406-651-0282 Fire 5 911 Line                      |
| 09/24/2018 | 817110  | Century Link            | City County Planning  | \$ 38.80      | 406-656-9578 Planning Traffic Central Broadwater  |
| 09/24/2018 | 817110  | Century Link            | City County Planning  | \$ 38.80      | 406-656-9604 Planning Traffic Central 9th         |
| 09/24/2018 | 817110  | Century Link            | Airport               | \$ 58.04      | 406-256-6014 Airport P9 Building                  |
| 09/24/2018 | 817110  | Century Link            | EOC 911               | \$ 311.26     | 406-245-7101 9-1-1 Center Landfill #2             |
| 09/24/2018 | 817110  | Century Link            | EOC 911               | \$ 311.26     | 406-245-7102 9-1-1 Center Fox Reservoir #2        |
| 09/24/2018 | 817110  | Century Link            | Solid Waste           | \$ 50.57      | 406-256-7001 Solid Waste Scale House              |
| 09/24/2018 | 817110  | Century Link            | Airport               | \$ 58.04      | 406-252-0721 Airport 1FB Line                     |
| 09/24/2018 | 817110  | Century Link            | Parking               | \$ 49.17      | 406-252-2041 Park 2 Elevator Phone                |
| 09/24/2018 | 817110  | Century Link            | Street/Traffic Oper   | \$ 50.57      | 406-259-3298 PW Traffic 3728 McDougall            |
| 09/24/2018 | 817118  | CMG Construction LLC    | Wastewater            | \$ 154,510.89 | WO 16-05 Central Ave - 32nd St West to Shiloh     |
| 09/24/2018 | 817118  | CMG Construction LLC    | Sidewalk Construction | \$ 46,432.40  | WO 16-05 Central Ave - 32nd St West to Shiloh     |
| 09/24/2018 | 817118  | CMG Construction LLC    | Arterial Streets      | \$ 599,728.00 | WO 16-05 Central Ave - 32nd St West to Shiloh     |
| 09/24/2018 | 817120  | Continuant Inc          | Telephone System      | \$ 7,545.00   | Annual Voice Mail Maintenance 10/1/2018-9/30/2018 |
| 09/24/2018 | 817121  | Corval Constructors Inc | Wastewater            | \$ 17,872.08  | WO 17-22 Belknap Service Center HVAC              |
| 09/24/2018 | 817121  | Corval Constructors Inc | Water                 | \$ 26,808.12  | WO 17-22 Belknap Service Center HVAC              |
| 09/24/2018 | 817123  | Coulter Ventures LLC    | Fire Grants           | \$ 174.21     | ESTIMATED SHIPPPING/HANDLING                      |
| 09/24/2018 | 817123  | Coulter Ventures LLC    | Fire Grants           | \$ 5,950.00   | CONCEPT 2 MODEL D ROWER W/PM5 MONITOR             |
| 09/24/2018 | 817127  | Cummins Rocky Mountain  | Fleet                 | \$ 462.72     | 69082 PO NUM 306806                               |
| 09/24/2018 | 817127  | Cummins Rocky Mountain  | Solid Waste           | \$ 303.28     | 69111   |
| 09/24/2018 | 817127  | Cummins Rocky Mountain  | Solid Waste           | \$ 489.25     | 69568   |
| 09/24/2018 | 817127  | Cummins Rocky Mountain  | Solid Waste           | \$ (87.50)    | 69571   |
| 09/24/2018 | 817127  | Cummins Rocky Mountain  | Public Safety         | \$ 3,293.28   | 69465   |
| 09/24/2018 | 817127  | Cummins Rocky Mountain  | Fleet                 | \$ 443.40     | 69585 PO NUM 306806                               |
| 09/24/2018 | 817129  | DC Frost Associates Inc | Water                 | \$ 3,365.59   | UV BALLASTS # 915378                              |
| 09/24/2018 | 817131  | Dell Marketing Lp       | Wastewater            | \$ 2,346.38   | TRP REPLACEMENTS: TRP-WWTPSESTUDIO                |
| 09/24/2018 | 817131  | Dell Marketing Lp       | Wastewater            | \$ 1,660.04   | TRP REPLACEMENTS: TRP-WWTP9                       |
| 09/24/2018 | 817131  | Dell Marketing Lp       | Water                 | \$ 2,132.83   | TRP REPLACEMENT DESKTOP COMP                      |
| 09/24/2018 | 817133  | Dixie Petro-Chem        | Water                 | \$ 3,592.00   | Bulk Chlorine                                     |
| 09/24/2018 | 817135  | DOWL                    | Storm Sewer           | \$ 8,088.75   | WO 18-30 City County Drain Flood Mitigation       |
| 09/24/2018 | 817135  | DOWL                    | Arterial Streets      | \$ 48,733.25  | WO 16-05 Central Ave - Shiloh to 32nd St W        |
| 09/24/2018 | 817135  | DOWL                    | Gas Tax               | \$ 4,665.00   | 2018 Street Maint - Overlay & Chip Seal Material  |
| 09/24/2018 | 817135  | DOWL                    | Sidewalk Construction | \$ 2,940.80   | WO 16-05 Central Ave - Shiloh to 32nd St W        |

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| 09/24/2018 | 817135  | DOWL                     | Wastewater           | \$ 4,718.55   | WO 16-05 Central Ave - Shiloh to 32nd St W   |
| 09/24/2018 | 817135  | DOWL                     | Water                | \$ 3,729.70   | WO 16-05 Central Ave - Shiloh to 32nd St W   |
| 09/24/2018 | 817141  | Ebms                     | City Health Ins Fund | \$ 1,480.00   | October 2018 Fee Breakdown                   |
| 09/24/2018 | 817141  | Ebms                     | City Health Ins Fund | \$ 25,099.60  | October 2018 Fee Breakdown                   |
| 09/24/2018 | 817141  | Ebms                     | City Health Ins Fund | \$ 56,243.50  | October 2018 Fee Breakdown                   |
| 09/24/2018 | 817141  | Ebms                     | City Health Ins Fund | \$ 864.50     | October 2018 Fee Breakdown                   |
| 09/24/2018 | 817141  | Ebms                     | City Health Ins Fund | \$ 1,755.00   | October 2018 Fee Breakdown                   |
| 09/24/2018 | 817141  | Ebms                     | City Health Ins Fund | \$ 4,747.20   | October 2018 Fee Breakdown                   |
| 09/24/2018 | 817144  | Energy Laboratories Inc  | Wastewater           | \$ 90.00      | 181154; MT0022586 PARAMETER ANALYSIS TESTING |
| 09/24/2018 | 817144  | Energy Laboratories Inc  | Water                | \$ 2,255.00   | 181829; CANYON CREEK TESTING                 |
| 09/24/2018 | 817144  | Energy Laboratories Inc  | Water                | \$ 50.00      | 183121; E. COLI RIVER TEST                   |
| 09/24/2018 | 817144  | Energy Laboratories Inc  | Water                | \$ 200.00     | BILLINGS YR WATER QUALITY, CHLOROPHYLL TESTS |
| 09/24/2018 | 817144  | Energy Laboratories Inc  | Water                | \$ 200.00     | 183252; ADDITIONAL CHLOROPHYLL TESTING       |
| 09/24/2018 | 817144  | Energy Laboratories Inc  | Water                | \$ 2,265.00   | 183325; BBWA, MULTIPLE TESTS                 |
| 09/24/2018 | 817150  | Fire Safety Consultants  | Public Safety        | \$ 3,520.00   | IFC TRAINING: 2018 EDITION. ONSITE TRAINING  |
| 09/24/2018 | 817151  | Fisher Construction, Inc | EOC 911              | \$ 108,538.41 | 911 Center construction                      |
| 09/24/2018 | 817152  | Fisher Sand & Gravel Co  | Street/Traffic Oper  | \$ 1,062.65   | asphalt                                      |
| 09/24/2018 | 817152  | Fisher Sand & Gravel Co  | Street/Traffic Oper  | \$ 4,928.47   | asphalt                                      |
| 09/24/2018 | 817153  | Frank                    | Sidewalk Debt Svc    | \$ 3,000.00   | TRAVEL ADVANCE- HAZARDOUS DEVICES SCHOOL     |
| 09/24/2018 | 817156  | Galles Filter Service    | Water                | \$ 54.27      | NONSTOCKING ITEMS-P.U.D.                     |
| 09/24/2018 | 817156  | Galles Filter Service    | Fleet                | \$ 114.23     | P-80584.01 PO NUM 306305                     |
| 09/24/2018 | 817156  | Galles Filter Service    | Transit              | \$ 117.31     | P-80726-01                                   |
| 09/24/2018 | 817156  | Galles Filter Service    | General              | \$ 5.44       | P-81005-01                                   |
| 09/24/2018 | 817156  | Galles Filter Service    | Fleet                | \$ 160.42     | P-81186-01 PO NUM 306305                     |
| 09/24/2018 | 817156  | Galles Filter Service    | Water                | \$ 150.48     | WATER PARTS AND SUPPLIES PO NUM 306474       |
| 09/24/2018 | 817156  | Galles Filter Service    | Water                | \$ 28.08      | WATER PARTS AND SUPPLIES PO NUM 306595       |
| 09/24/2018 | 817156  | Galles Filter Service    | Water                | \$ 44.56      | WATER PARTS AND SUPPLIES PO NUM 306475       |
| 09/24/2018 | 817156  | Galles Filter Service    | Water                | \$ 19.35      | WATER PARTS AND SUPPLIES PO NUM 306596       |
| 09/24/2018 | 817156  | Galles Filter Service    | Water                | \$ 76.38      | WATER PARTS AND SUPPLIES PO NUM 306476       |
| 09/24/2018 | 817156  | Galles Filter Service    | Water                | \$ 60.87      | WATER PARTS AND SUPPLIES PO NUM 306597       |
| 09/24/2018 | 817156  | Galles Filter Service    | Water                | \$ 108.54     | NONSTOCKING ITEMS-P.U.D.                     |
| 09/24/2018 | 817156  | Galles Filter Service    | Fleet                | \$ 187.53     | P-80723.01 PO NUM 306305                     |
| 09/24/2018 | 817156  | Galles Filter Service    | Street/Traffic Oper  | \$ 11.88      | P-81005-01                                   |
| 09/24/2018 | 817156  | Galles Filter Service    | Fleet                | \$ 66.96      | P-81255-01 PO NUM 306305                     |

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| 09/24/2018 | 817156  | Galles Filter Service   | Water               | \$ 60.87      | WATER PARTS AND SUPPLIES PO NUM 306477        |
| 09/24/2018 | 817156  | Galles Filter Service   | Fleet               | \$ 87.54      | P-80773.01 PO NUM 306305                      |
| 09/24/2018 | 817156  | Galles Filter Service   | Fleet               | \$ 267.62     | P-81384-01 PO NUM 306305                      |
| 09/24/2018 | 817156  | Galles Filter Service   | Transit             | \$ 274.15     | P-80085-01 PO NUM 306305                      |
| 09/24/2018 | 817156  | Galles Filter Service   | Fleet               | \$ 29.92      | P-80515.01 PO NUM 306305                      |
| 09/24/2018 | 817156  | Galles Filter Service   | Transit             | \$ 163.47     | P-80726-01 PO NUM 306305                      |
| 09/24/2018 | 817156  | Galles Filter Service   | Public Safety       | \$ 3.04       | P-80972-01                                    |
| 09/24/2018 | 817156  | Galles Filter Service   | Fleet               | \$ 342.80     | P-81044-01 PO NUM 306305                      |
| 09/24/2018 | 817156  | Galles Filter Service   | Solid Waste         | \$ 101.04     | P-81056-01                                    |
| 09/24/2018 | 817156  | Galles Filter Service   | Fleet               | \$ 133.81     | P-81470-01 PO NUM 306305                      |
| 09/24/2018 | 817156  | Galles Filter Service   | Water               | \$ 54.27      | NONSTOCKING ITEMS-P.U.D.                      |
| 09/24/2018 | 817156  | Galles Filter Service   | Solid Waste         | \$ 505.97     | Filters for Landfill Equipment                |
| 09/24/2018 | 817156  | Galles Filter Service   | Solid Waste         | \$ 602.09     | Filters for Landfill Equipment P80587-01/02   |
| 09/24/2018 | 817156  | Galles Filter Service   | Solid Waste         | \$ 75.14      | Filters for Landfill Equipment P80587-01/02   |
| 09/24/2018 | 817156  | Galles Filter Service   | Solid Waste         | \$ 18.17      | Filters for Landfill equipment P80825-02      |
| 09/24/2018 | 817156  | Galles Filter Service   | Solid Waste         | \$ 411.97     | Filters for Landfill equipment P81042-01      |
| 09/24/2018 | 817156  | Galles Filter Service   | Solid Waste         | \$ 359.72     | Filters for Landfill equipment P81258-01      |
| 09/24/2018 | 817156  | Galles Filter Service   | Solid Waste         | \$ 360.55     | Filters for Landfill equipment P81866471-01   |
| 09/24/2018 | 817156  | Galles Filter Service   | Fleet               | \$ 17.64      | T-77260 PO NUM 306305                         |
| 09/24/2018 | 817156  | Galles Filter Service   | Fleet               | \$ 210.26     | P-80957.01 PO NUM 306305                      |
| 09/24/2018 | 817156  | Galles Filter Service   | Fleet               | \$ 306.51     | P-80822.01 PO NUM 306305                      |
| 09/24/2018 | 817164  | Guardian Security Inc   | Library             | \$ 9,810.24   | Invoice 304 August security guard service     |
| 09/24/2018 | 817171  | HDR, Inc.               | Tax Increment South | \$ 68,625.26  | WO 17-06 Midland Road Improvements            |
| 09/24/2018 | 817171  | HDR, Inc.               | Solid Waste         | \$ 178,998.47 | WO 17-12 Landfill Drop-off Facility           |
| 09/24/2018 | 817171  | HDR, Inc.               | Wastewater          | \$ 375.69     | DRAFT WRF PERMIT APP FOR MDEQ WW PERMIT       |
| 09/24/2018 | 817171  | HDR, Inc.               | Water               | \$ 2,370.71   | WO 18-16 Filter Bldg Console Replacement      |
| 09/24/2018 | 817171  | HDR, Inc.               | Solid Waste         | \$ 4,045.68   | WO 18-17 CNG Backup Compressor                |
| 09/24/2018 | 817172  | High Point Networks LLC | Telephone System    | \$ 4,455.00   | HPN Professional Services Block Time 30 Hours |
| 09/24/2018 | 817176  | Hotstick Usa Inc        | Public Safety       | \$ -          | TRAINING VIDEO (FREE)                         |
| 09/24/2018 | 817176  | Hotstick Usa Inc        | Public Safety       | \$ 35.00      | FREIGHT ESTIMATED                             |
| 09/24/2018 | 817176  | Hotstick Usa Inc        | Public Safety       | \$ 3,766.00   | AC HOTSTICK W/PROTECTIVE PADDED POUCH         |
| 09/24/2018 | 817180  | Idexx Distribution Inc. | Water               | \$ 2,950.64   | 3036248473; LAB SUPPLIES- WTP                 |
| 09/24/2018 | 817181  | InfoSend Inc            | Water               | \$ 7,756.51   | MONTHLY SERVICE FEES FOR STATEMENTS & POSTAGE |
| 09/24/2018 | 817181  | InfoSend Inc            | Water               | \$ 1,939.13   | MONTHLY SERVICE FEES FOR STATEMENTS & POSTAGE |

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| 09/24/2018 | 817181  | InfoSend Inc                 | Wastewater | \$ 5,171.00 | MONTHLY SERVICE FEES FOR STATEMENTS & POSTAGE |
| 09/24/2018 | 817181  | InfoSend Inc                 | Wastewater | \$ 1,292.75 | MONTHLY SERVICE FEES FOR STATEMENTS & POSTAGE |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library    | \$ 100.00   | 35621834                                      |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library    | \$ 100.00   | 35621834                                      |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library    | \$ 100.00   | 35621834                                      |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library    | \$ 25.54    | 36235029                                      |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library    | \$ 24.74    | 36235030                                      |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library    | \$ 297.53   | 36235030                                      |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library    | \$ 24.35    | 36235028                                      |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library    | \$ 38.99    | 36235028                                      |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library    | \$ 9.59     | 36235031                                      |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library    | \$ 17.70    | 36235031                                      |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library    | \$ 203.92   | 36235032                                      |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library    | \$ 15.93    | 36235033                                      |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library    | \$ 18.84    | 36235033                                      |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library    | \$ 15.34    | 36235035                                      |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library    | \$ 28.50    | 36235036                                      |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library    | \$ 85.23    | 36235037                                      |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library    | \$ 179.87   | 36235037                                      |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library    | \$ 417.74   | 36235037                                      |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library    | \$ 44.40    | 36235037                                      |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library    | \$ 78.96    | 36235037                                      |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library    | \$ 9.58     | 36235034                                      |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library    | \$ 15.34    | 36235034                                      |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library    | \$ 33.60    | 36235034                                      |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library    | \$ 227.97   | 36256808                                      |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library    | \$ 181.66   | 36257964                                      |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library    | \$ 34.85    | 36257963                                      |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library    | \$ 15.95    | 36257963                                      |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library    | \$ 33.30    | 36244679                                      |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library    | \$ 19.20    | 36244682                                      |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library    | \$ 45.69    | 36244681                                      |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library    | \$ 73.41    | 36244681                                      |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library    | \$ 34.50    | 36244681                                      |

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| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library   | \$ 74.33  | 36244681  |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library   | \$ 254.43 | 36244681  |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library   | \$ 32.33  | 36244680  |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library   | \$ 13.19  | 36244680  |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library   | \$ 40.47  | 36244680  |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library   | \$ 183.95 | 36244680  |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library   | \$ 23.00  | 36244680  |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library   | \$ 7.79   | 36235038  |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library   | \$ 31.99  | 35244677  |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library   | \$ 27.55  | 36244678  |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library   | \$ 33.47  | 36244678  |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library   | \$ 7.35   | 36244678  |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library   | \$ 73.77  | 36372079  |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library   | \$ 32.14  | 36372079  |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library   | \$ 96.39  | 36350918  |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library   | \$ 33.59  | 36350918  |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library   | \$ 23.22  | 36350918  |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library   | \$ 16.52  | 36350915  |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library   | \$ 36.29  | 36350916  |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library   | \$ 14.37  | 36350917  |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library   | \$ 57.36  | 36350919  |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library   | \$ 15.90  | 36350920  |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library   | \$ 107.29 | 36350920  |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library   | \$ 10.79  | 36350920  |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library   | \$ 42.60  | 36371346  |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library   | \$ 7.79   | 36371347  |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library   | \$ 10.03  | 36371347  |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library   | \$ 21.99  | 36371349  |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library   | \$ 205.22 | 36371349  |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library   | \$ 17.69  | 36371349  |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library   | \$ 15.34  | 36371348  |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library   | \$ 16.52  | 36371348  |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library   | \$ 4.05   | 36371350  |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library   | \$ 35.37  | 36371351  |

| Check Date | Check # | Name                         | Fund Name             | Amount        | Item Desc                                    |
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| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library               | \$ 3.59       | 36371351                                     |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library               | \$ 47.58      | 36371351                                     |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library               | \$ 17.11      | 36371352                                     |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library               | \$ 14.74      | 36371352                                     |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library               | \$ 51.60      | 36371353                                     |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library               | \$ 280.59     | 36371354                                     |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library               | \$ 394.65     | 36371354                                     |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library               | \$ 493.24     | 36371354                                     |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library               | \$ 15.93      | 36371355                                     |
| 09/24/2018 | 817182  | Ingram Library Services Inc. | Library               | \$ 15.34      | 36371356                                     |
| 09/24/2018 | 817192  | Kemira Water Solutions, Inc  | Water                 | \$ 71,832.00  | PAX  |
| 09/24/2018 | 817195  | Knife River (JTL Group Inc.) | Tax Increment South   | \$ 422,909.29 | WO 17-06 Midland Road Improvements           |
| 09/24/2018 | 817195  | Knife River (JTL Group Inc.) | Storm Sewer           | \$ 305,226.81 | WO 18-06 EBURD 10th to 13th Infrastructure   |
| 09/24/2018 | 817195  | Knife River (JTL Group Inc.) | Tax Increment East    | \$ 43,015.50  | WO 18-06 EBURD 10th to 13th Infrastructure   |
| 09/24/2018 | 817195  | Knife River (JTL Group Inc.) | Sidewalk Construction | \$ 129,605.09 | WO 17-06 Midland Road Improvements           |
| 09/24/2018 | 817195  | Knife River (JTL Group Inc.) | Wastewater            | \$ 87,727.25  | WO 18-06 EBURD 10th to 13th Infrastructure   |
| 09/24/2018 | 817200  | L P Anderson Tire Co. Inc.   | Public Safety         | \$ 161.50     | 1101618                                      |
| 09/24/2018 | 817200  | L P Anderson Tire Co. Inc.   | Public Safety         | \$ 1,116.00   | 1101671                                      |
| 09/24/2018 | 817200  | L P Anderson Tire Co. Inc.   | Public Safety         | \$ (50.00)    | 1101614                                      |
| 09/24/2018 | 817200  | L P Anderson Tire Co. Inc.   | Airport               | \$ 3,724.68   | Invoice #1102247. Tires for snowplow.        |
| 09/24/2018 | 817200  | L P Anderson Tire Co. Inc.   | Street/Traffic Oper   | \$ 87.00      | 1101535                                      |
| 09/24/2018 | 817200  | L P Anderson Tire Co. Inc.   | General               | \$ 291.00     | 1101970                                      |
| 09/24/2018 | 817200  | L P Anderson Tire Co. Inc.   | Public Safety         | \$ 55.00      | 1102043                                      |
| 09/24/2018 | 817200  | L P Anderson Tire Co. Inc.   | Public Safety         | \$ 55.00      | 1102169                                      |
| 09/24/2018 | 817200  | L P Anderson Tire Co. Inc.   | Public Safety         | \$ 55.00      | 1101933                                      |
| 09/24/2018 | 817200  | L P Anderson Tire Co. Inc.   | Street/Traffic Oper   | \$ 331.00     | 1101793                                      |
| 09/24/2018 | 817200  | L P Anderson Tire Co. Inc.   | Public Safety         | \$ 518.56     | 1101879                                      |
| 09/24/2018 | 817212  | Miller Trois LLC             | General               | \$ 2,010.00   | I19-005398 Miller Trois LLC                  |
| 09/24/2018 | 817212  | Miller Trois LLC             | Building Inspection   | \$ 6,458.00   | I19-005398 Miller Trois LLC                  |
| 09/24/2018 | 817212  | Miller Trois LLC             | City County Planning  | \$ 4,302.00   | I19-005398 Miller Trois LLC                  |
| 09/24/2018 | 817212  | Miller Trois LLC             | CDBG                  | \$ 5,024.00   | I19-005398 Miller Trois LLC                  |
| 09/24/2018 | 817214  | Montana Dakota Utilities Co  | Airport               | \$ 16.06      | 283 116 0655 3. IP-12 Alpine. September 2018 |
| 09/24/2018 | 817214  | Montana Dakota Utilities Co  | Airport               | \$ 159.08     | 285 580 1000 6                               |
| 09/24/2018 | 817214  | Montana Dakota Utilities Co  | EOC 911               | \$ 39.63      | 911 CTR/STANDBY GENERATOR SEPT 2018          |

| Check Date | Check # | Name                        | Fund Name     | Amount       | Item Desc   |
|------------|---------|-----------------------------|---------------|--------------|---|
| 09/24/2018 | 817214  | Montana Dakota Utilities Co | Water         | \$ 9.11      | 373 580 1000 9  |
| 09/24/2018 | 817214  | Montana Dakota Utilities Co | Airport       | \$ 15.51     | 295 580 1000 4. Aero Interiors. September 2018          |
| 09/24/2018 | 817214  | Montana Dakota Utilities Co | General       | \$ 15.51     | 501 473 1000 2  |
| 09/24/2018 | 817214  | Montana Dakota Utilities Co | Airport       | \$ 18.75     | 185 580 1000 7. TSA Building. September 2018            |
| 09/24/2018 | 817214  | Montana Dakota Utilities Co | Airport       | \$ 17.13     | 160 723 3573 6. USDA. September 2018                    |
| 09/24/2018 | 817214  | Montana Dakota Utilities Co | Water         | \$ 9.11      | 373 580 1000 9  |
| 09/24/2018 | 817214  | Montana Dakota Utilities Co | Airport       | \$ 140.17    | 129 573 1000 1. Mud Wash. September 2018                |
| 09/24/2018 | 817214  | Montana Dakota Utilities Co | Water         | \$ 16.06     | 541 380 1000 1  |
| 09/24/2018 | 817214  | Montana Dakota Utilities Co | Airport       | \$ 221.77    | 889 373 1000 6. Car Wash. September 2018                |
| 09/24/2018 | 817214  | Montana Dakota Utilities Co | Airport       | \$ 1,665.08  | 595 580 1000 1  |
| 09/24/2018 | 817214  | Montana Dakota Utilities Co | Airport       | \$ 22.01     | 229 573 1000 0. Detail Bay 1 Hertz. September 2018      |
| 09/24/2018 | 817214  | Montana Dakota Utilities Co | Wastewater    | \$ 32.09     | 596 733 1000 5  |
| 09/24/2018 | 817214  | Montana Dakota Utilities Co | Airport       | \$ 15.51     | Detail Bay 4 Avis/Budget. September 2018                |
| 09/24/2018 | 817214  | Montana Dakota Utilities Co | Wastewater    | \$ 32.64     | 955 043 1000 4  |
| 09/24/2018 | 817214  | Montana Dakota Utilities Co | Water         | \$ 31.02     | 921 580 1000 6  |
| 09/24/2018 | 817214  | Montana Dakota Utilities Co | Airport       | \$ 20.91     | 329 573 1000 9. Detail Bay 3 Enterprise. September 2018 |
| 09/24/2018 | 817214  | Montana Dakota Utilities Co | Airport       | \$ 22.01     | Detail Bay 2 National/Alamo. September 2018             |
| 09/24/2018 | 817214  | Montana Dakota Utilities Co | Airport       | \$ 69.39     | 706 580 1000 7  |
| 09/24/2018 | 817214  | Montana Dakota Utilities Co | Airport       | \$ 17.13     | Detail Bay 5 Thrifty/Dollar. September 2018             |
| 09/24/2018 | 817220  | Morrison Maierle Inc        | Water         | \$ 15,576.50 | WO 17-16 Zone 4 North Fox Pump Station                  |
| 09/24/2018 | 817224  | Musol Limited               | Wastewater    | \$ 4,860.20  | 12843; CENTRIFUGE- WRF                                  |
| 09/24/2018 | 817227  | Neil Drywall Inc            | Public Safety | \$ 2,996.00  | TATUM'S NEW OFFICE                                      |
| 09/24/2018 | 817234  | Northwest Pipe Fittings     | Water         | \$ 1,522.95  | MIU W/6' WIRE 13442- - 200 ENHANCED PIT                 |
| 09/24/2018 | 817234  | Northwest Pipe Fittings     | Water         | \$ 21.70     | 3/4 X 2 BRASS THREADED NIPPLES                          |
| 09/24/2018 | 817234  | Northwest Pipe Fittings     | Water         | \$ 337.08    | 3/4" FLARE BALL CURB STOP P/N: 2113344                  |
| 09/24/2018 | 817234  | Northwest Pipe Fittings     | Water         | \$ 80.45     | 1-1/2" COMPRESSION COUPLING P/N: 2108963                |
| 09/24/2018 | 817234  | Northwest Pipe Fittings     | Water         | \$ 5.65      | 2 X 1-1/2 PVC SCH 40 SXS - BUSHING - NW PIPE            |
| 09/24/2018 | 817234  | Northwest Pipe Fittings     | Water         | \$ 107.55    | 2" COPPER X FIP ADAPTER W0128 P/N: 1102784              |
| 09/24/2018 | 817234  | Northwest Pipe Fittings     | Water         | \$ 9.30      | 3/4 X 2 BRASS THREADED NIPPLES                          |
| 09/24/2018 | 817234  | Northwest Pipe Fittings     | Water         | \$ 5.92      | 3/4" 90 PVC ELBOW SCH 80 P/N: 0860508                   |
| 09/24/2018 | 817234  | Northwest Pipe Fittings     | Water         | \$ 22.47     | 3/4" BRASS 90 DEGREE STREET ELL                         |
| 09/24/2018 | 817234  | Northwest Pipe Fittings     | Water         | \$ 6.88      | 3/4" PVC SCH 80 TEES - (801007)                         |
| 09/24/2018 | 817234  | Northwest Pipe Fittings     | Water         | \$ 16,660.00 | R-900 ENHANCED WALL RR - MIU 13341-200                  |
| 09/24/2018 | 817234  | Northwest Pipe Fittings     | Water         | \$ 96.12     | COMPRESSION COUPLINGS SLIP 1 INCH                       |

| Check Date | Check # | Name                    | Fund Name           | Amount       | Item Desc                                    |
|------------|---------|-------------------------|---------------------|--------------|--|
| 09/24/2018 | 817234  | Northwest Pipe Fittings | Solid Waste         | \$ 258.88    | Flex coupling for the Landfill 127788        |
| 09/24/2018 | 817234  | Northwest Pipe Fittings | Water               | \$ 13,745.00 | 5/8 X 3/4 T10 METERS W/AR - B MAG REG-CU FT  |
| 09/24/2018 | 817234  | Northwest Pipe Fittings | Water               | \$ 13,745.00 | 5/8" E-CODER WALL CU.FT.                     |
| 09/24/2018 | 817234  | Northwest Pipe Fittings | Street/Traffic Oper | \$ 51.50     | riser for on hawthorn                        |
| 09/24/2018 | 817234  | Northwest Pipe Fittings | Water               | \$ 1,760.00  | INVENTORY                                    |
| 09/24/2018 | 817234  | Northwest Pipe Fittings | Water               | \$ 121.97    | 112783; PLANT WORK LINES                     |
| 09/24/2018 | 817234  | Northwest Pipe Fittings | Wastewater          | \$ 51.96     | 112927; GREASE PUMP                          |
| 09/24/2018 | 817234  | Northwest Pipe Fittings | Wastewater          | \$ 48.44     | 114125; PRIM GR PUMP WRF                     |
| 09/24/2018 | 817234  | Northwest Pipe Fittings | Water               | \$ 32.66     | 115981; CHEM BLDG WTP                        |
| 09/24/2018 | 817234  | Northwest Pipe Fittings | Water               | \$ 359.64    | 1" COUPLING CTS X FLARE                      |
| 09/24/2018 | 817234  | Northwest Pipe Fittings | Water               | \$ 179.82    | 1" COUPLING CTS X FLARE P/N: 210NS58895      |
| 09/24/2018 | 817234  | Northwest Pipe Fittings | Water               | \$ 80.45     | 1-1/2" COMPRESSION COUPLING - CTS            |
| 09/24/2018 | 817234  | Northwest Pipe Fittings | Water               | \$ 138.64    | 118821; INTAKE #2- WTP                       |
| 09/24/2018 | 817234  | Northwest Pipe Fittings | Water               | \$ 82.52     | 119254; CHEM BLDG- WTP                       |
| 09/24/2018 | 817234  | Northwest Pipe Fittings | Wastewater          | \$ 535.55    | 121859; LINE REPAIR IN PD BLDG & INV- WRF    |
| 09/24/2018 | 817234  | Northwest Pipe Fittings | Wastewater          | \$ 736.40    | 121983; WATER LINE PSP BLDG- WRF             |
| 09/24/2018 | 817234  | Northwest Pipe Fittings | Wastewater          | \$ 77.34     | 124015; PARTS- WRF                           |
| 09/24/2018 | 817234  | Northwest Pipe Fittings | Wastewater          | \$ 75.15     | 124308; PARTS- WRF                           |
| 09/24/2018 | 817234  | Northwest Pipe Fittings | Wastewater          | \$ 22.08     | 125627; TOOLS & SUPPLIES- WRF                |
| 09/24/2018 | 817234  | Northwest Pipe Fittings | Fleet               | \$ 64.60     | 126807 PO NUM 306309                         |
| 09/24/2018 | 817234  | Northwest Pipe Fittings | Water               | \$ 2,045.55  | 1996879; METER SHOP                          |
| 09/24/2018 | 817234  | Northwest Pipe Fittings | Water               | \$ 5.65      | 2 X 1-1/2 PVC SCH 40 SXS - BUSHING - NW PIPE |
| 09/24/2018 | 817234  | Northwest Pipe Fittings | Water               | \$ 43.84     | ADAPTOR-CXMALE-1PT-1INCH- - H15425           |
| 09/24/2018 | 817234  | Northwest Pipe Fittings | Water               | \$ 5.36      | ASHCROFT PRESSURE GUAGE                      |
| 09/24/2018 | 817234  | Northwest Pipe Fittings | Water               | \$ 26.64     | 1 1/2" PVC REPAIR COUPLING EXPANSION JOINT   |
| 09/24/2018 | 817234  | Northwest Pipe Fittings | Water               | \$ 27.50     | 2" PVC REPAIR COUPLING P/N: 0802010          |
| 09/24/2018 | 817235  | NorthWestern Energy     | Light Maintenance   | \$ 2,086.01  | SILMD 14 Acct# 0721277-2                     |
| 09/24/2018 | 817235  | NorthWestern Energy     | Light Maintenance   | \$ 1,266.51  | SILMD 17 Acct# 0712553-7                     |
| 09/24/2018 | 817235  | NorthWestern Energy     | Light Maintenance   | \$ 89.99     | SILMD 18 Acct# 0712554-5                     |
| 09/24/2018 | 817235  | NorthWestern Energy     | Light Maintenance   | \$ 459.90    | SILMD 95 Acct# 0712556-0                     |
| 09/24/2018 | 817235  | NorthWestern Energy     | Light Maintenance   | \$ 13,691.16 | SILMD 97 Acct# 0712557-8                     |
| 09/24/2018 | 817235  | NorthWestern Energy     | Light Maintenance   | \$ 1,648.84  | SILMD 99 Acct# 0712558-6                     |
| 09/24/2018 | 817235  | NorthWestern Energy     | Light Maintenance   | \$ 2,724.04  | SILMD 100 Acct# 0712559-4                    |
| 09/24/2018 | 817235  | NorthWestern Energy     | Light Maintenance   | \$ 1,803.98  | SILMD 107 Acct# 0712560-2                    |

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|------------|---------|---------------------|-------------------|-------------|---------------------------|
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 4,524.28 | SILMD 109 Acct# 0712561-0 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 229.08   | SILMD 115 Acct# 0712564-4 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 973.58   | SILMD 114 Acct# 0712563-6 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 185.49   | SILMD 113 Acct# 0712562-8 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 601.32   | SILMD 116 Acct# 0712565-1 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 3,318.81 | SILMD 117 Acct# 0712566-9 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 239.69   | SILMD 118 Acct# 0712567-7 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 157.80   | SILMD 119 Acct# 0712568-5 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 2,577.12 | SILMD 121 Acct# 0712570-1 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 601.32   | SILMD 143 Acct# 0712588-3 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 28.55    | SILMD 144 Acct# 0712589-1 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 489.69   | SILMD 145 Acct# 0712590-9 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 372.24   | SILMD 146 Acct# 0712591-7 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 482.28   | SILMD 147 Acct# 0712592-5 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 1,499.13 | SILMD 149 Acct# 0712593-3 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 783.51   | SILMD 150 Acct# 0712594-1 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 658.59   | SILMD 151 Acct# 0712595-8 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 4,454.46 | SILMD 152 Acct# 0712596-6 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 563.14   | SILMD 153 Acct# 0712597-4 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 1,273.19 | SILMD 154 Acct# 0712598-2 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 515.43   | SILMD 155 Acct# 0712599-0 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 954.90   | SILMD 157 Acct# 0712600-6 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 830.40   | SILMD 158 Acct# 0712601-4 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 1,129.97 | SILMD 159 Acct# 0712602-2 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 744.50   | SILMD 160 Acct# 0712603-0 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 1,101.81 | SILMD 161 Acct# 0712604-8 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 62.61    | SILMD 162 Acct# 0712605-5 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 666.56   | SILMD 163 Acct# 0712606-3 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 391.75   | SILMD 164 Acct# 0712607-1 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 916.31   | SILMD 165 Acct# 0712608-9 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 244.85   | SILMD 167 Acct# 0712609-7 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 587.62   | SILMD 171 Acct# 0712610-5 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 557.23   | SILMD 172 Acct# 0712611-3 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 1,224.23 | SILMD 173 Acct# 0712612-1 |

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|------------|---------|---------------------|-------------------|-------------|---------------------------|
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 1,028.35 | SILMD 174 Acct# 0712613-9 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 342.78   | SILMD 175 Acct# 0712614-7 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 44.72    | SILMD 176 Acct# 0712615-4 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 269.34   | SILMD 178 Acct# 0712616-2 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 538.65   | SILMD 179 Acct# 0712617-0 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 367.28   | SILMD 180 Acct# 0712618-8 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 1,746.71 | SILMD 181 Acct# 0712619-6 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 612.11   | SILMD 182 Acct# 0712620-4 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 391.75   | SILMD 184 Acct# 0712622-0 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 146.91   | SILMD 185 Acct# 0712623-8 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 621.63   | SILMD 186 Acct# 0712624-6 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 244.85   | SILMD 187 Acct# 0712625-3 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 293.82   | SILMD 188 Acct# 0712626-1 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 244.85   | SILMD 189 Acct# 0712627-9 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 1,273.19 | SILMD 190 Acct# 0712628-7 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 437.45   | SILMD 191 Acct# 0712629-5 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 318.29   | SILMD 192 Acct# 0712630-3 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 783.51   | SILMD 193 Acct# 0712631-1 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 261.73   | SILMD 194 Acct# 0712632-9 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 218.12   | SILMD 195 Acct# 0712633-7 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 70.13    | SILMD 196 Acct# 0712634-5 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 70.13    | SILMD 197 Acct# 0712635-2 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 122.42   | SILMD 198 Acct# 0712636-0 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 81.79    | SILMD 200 Acct# 0712637-8 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 514.17   | SILMD 201 Acct# 0712638-6 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 578.34   | SILMD 202 Acct# 0712639-4 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 18.70    | SILMD 203 Acct# 0712640-2 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 360.29   | SILMD 204 Acct# 0712641-0 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 35.78    | SILMD 205 Acct# 0712642-8 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 342.78   | SILMD 206 Acct# 0712643-6 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 391.75   | SILMD 207 Acct# 0712644-4 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 242.88   | SILMD 208 Acct# 0712645-1 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 563.14   | SILMD 209 Acct# 0712646-9 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 84.15    | SILMD 210 Acct# 0712647-7 |

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| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 46.75    | SILMD 211 Acct# 0712648-5 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 46.75    | SILMD 212 Acct# 0712649-3 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 28.05    | SILMD 213 Acct# 0712650-1 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 415.10   | SILMD 214 Acct# 0712651-9 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 146.91   | SILMD 216 Acct# 0712652-7 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 353.48   | SILMD 217 Acct# 0712653-5 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 251.37   | SILMD 220 Acct# 0712654-3 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 8.95     | SILMD 221 Acct# 0712655-0 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 73.86    | SILMD 222 Acct# 0712656-8 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 112.18   | SILMD 223 Acct# 0712657-6 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 1,881.21 | SILMD 224 Acct# 0712658-4 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 354.91   | SILMD 225 Acct# 0712659-2 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 300.43   | SILMD 226 Acct# 0712660-0 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 607.85   | SILMD 227 Acct# 0712661-8 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 830.40   | SILMD 228 Acct# 0712662-6 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 429.53   | SILMD 229 Acct# 0712663-4 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 1,002.22 | SILMD 230 Acct# 0712664-2 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 601.32   | SILMD 231 Acct# 0712665-9 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 2,605.74 | SILMD 232 Acct# 0712666-7 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 817.14   | SILMD 233 Acct# 0712667-5 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 459.52   | SILMD 234 Acct# 0712668-3 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 514.08   | SILMD 235 Acct# 0712669-1 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 163.59   | SILMD 236 Acct# 0712670-9 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 416.24   | SILMD 237 Acct# 0712671-7 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 15.31    | SILMD 238 Acct# 0712672-5 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 97.94    | SILMD 239 Acct# 0712673-3 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 392.60   | SILMD 240 Acct# 0712674-1 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 641.51   | SILMD 241 Acct# 0712675-8 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 85.90    | SILMD 242 Acct# 0712676-6 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 114.54   | SILMD 244 Acct# 0712677-4 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 88.99    | SILMD 245 Acct# 0712678-2 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 343.62   | SILMD 246 Acct# 0712679-0 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 1,196.58 | SILMD 247 Acct# 0712680-8 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 2,536.70 | SILMD 248 Acct# 0712681-6 |

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| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 2,834.85 | SILMD 249 Acct# 0718734-7 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 196.31   | SILMD 250 Acct# 0719001-0 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 4,068.91 | SILMD 251 Acct# 0718801-4 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 572.69   | SILMD 252 Acct# 0719162-0 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 2,002.30 | SILMD 253 Acct# 0719644-7 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 147.75   | SILMD 254 Acct# 0719763-5 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 166.66   | SILMD 255 Acct# 0720813-5 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 874.63   | SILMD 257 Acct# 0720360-7 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 2,701.20 | SILMD 258 Acct# 0720606-3 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 1,332.10 | SILMD 259 Acct# 0720810-1 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 515.43   | SILMD 261 Acct# 0720705-3 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 3,250.37 | SILMD 262 Acct# 0720937-2 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 929.56   | SILMD 263 Acct# 0720716-0 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 161.18   | SILMD 264 Acct# 0721427-3 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 362.58   | SILMD 265 Acct# 0721556-9 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 32.84    | SILMD 266 Acct# 0721684-9 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 429.76   | SILMD 270 Acct# 0906944-4 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 1,033.57 | SILMD 271 Acct# 0995095-7 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 2,909.93 | SILMD 272 Acct# 0905005-5 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 208.75   | SILMD 273 Acct# 0926386-4 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 466.65   | SILMD 276 Acct# 0961926-3 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 854.69   | SILMD 277 Acct# 1058710-3 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 207.21   | SILMD 278 Acct# 1087619-1 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 63.61    | SILMD 279 Acct# 1124127-0 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 661.77   | SILMD 280 Acct# 1045653-1 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 428.85   | SILMD 283 Acct# 1172743-5 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 350.49   | SILMD 285 Acct# 1206985-2 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 246.10   | SILMD 286 Acct# 1296582-8 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 1,835.35 | SILMD 288 Acct# 1303978-9 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 197.38   | SILMD 289 Acct# 1685375-6 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 116.26   | SILMD 290 Acct# 1433921-2 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 629.95   | SILMD 292 Acct# 1481532-8 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 244.85   | SILMD 293 Acct# 1481534-4 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance | \$ 489.69   | SILMD 294 Acct# 1481535-1 |

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| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 114.54    | SILMD 295 Acct# 1481536-9 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 1,297.69  | SILMD 296 Acct# 1481537-7 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 220.37    | SILMD 297 Acct# 1481539-3 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 195.88    | SILMD 298 Acct# 1481540-1 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 417.06    | SILMD 300 Acct# 1662840-6 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 5,137.08  | SILMD 301 Acct# 1687005-7 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 223.67    | SILMD 302 Acct# 1607534-3 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 767.00    | SILMD 305 Acct# 1695873-8 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 174.20    | SILMD 306 Acct# 1740353-6 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 2,143.93  | SILMD 307 Acct# 2049005-8 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 273.42    | SILMD 308 Acct# 2072459-7 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 242.79    | SILMD 309 Acct# 2001311-6 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 202.10    | SILMD 310 Acct# 2060519-2 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 221.98    | SILMD 311 Acct# 3014475-2 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 196.18    | SILMD 312 Acct# 3146127-0 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 311.35    | SILMD 315 Acct# 3305804-1 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 1,136.82  | SILMD 316 Acct# 3291842-7 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 69.66     | SILMD 317 Acct# 3253826-6 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 800.52    | SILMD 318 Acct# 3372018-6 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 54.17     | SILMD 320 Acct# 0712569-3 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 312.61    | SILMD 321 Acct# 3338917-2 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 71.86     | SILMD 322 Acct# 3402033-9 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 88.91     | SILMD 324 Acct# 1246537-3 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 4,236.96  | SILMD 13 Acct# 0721276-4  |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 1,443.38  | SILMD 10 Acct# 0712546-1  |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 512.60    | SILMD 9 Acct# 0712545-3   |
| 09/24/2018 | 817235  | NorthWestern Energy | Street/Traffic Oper | \$ 10,935.02 | Signal Bills              |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 503.06    | SILMD 8 Acct# 0712544-6   |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 257.72    | SILMD 139 Acct# 0712587-5 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 773.13    | SILMD 138 Acct# 0712586-7 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 385.56    | SILMD 137 Acct# 0712585-9 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 486.79    | SILMD 136 Acct# 0712584-2 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 538.65    | SILMD 135 Acct# 0712583-4 |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 557.24    | SILMD 134 Acct# 0712582-6 |

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| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 241.46     | SILMD 133 Acct# 0712581-8                       |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 130.02     | SILMD 130 Acct# 0712579-2                       |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 887.67     | SILMD 131 Acct# 0712580-0                       |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 514.17     | SILMD 128 Acct# 0712577-6                       |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 343.62     | SILMD 129 Acct# 0712578-4                       |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 200.44     | SILMD 126 Acct# 0712575-0                       |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 734.53     | SILMD 127 Acct# 0712576-8                       |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 400.88     | SILMD 125 Acct# 0712574-3                       |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 195.88     | SILMD 122 Acct# 0712571-9                       |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 343.62     | SILMD 123 Acct# 0712572-7                       |
| 09/24/2018 | 817235  | NorthWestern Energy | Light Maintenance   | \$ 1,002.22   | SILMD 124 Acct# 0712573-5                       |
| 09/24/2018 | 817236  | NorthWestern Energy | Solid Waste         | \$ 1,324.62   | 3252194-0                                       |
| 09/24/2018 | 817236  | NorthWestern Energy | General             | \$ 22.57      | 1836666-6                                       |
| 09/24/2018 | 817236  | NorthWestern Energy | Street/Traffic Oper | \$ 0.86       | 1748896-6                                       |
| 09/24/2018 | 817236  | NorthWestern Energy | Airport             | \$ 2,345.96   | 0100483-7. Runway Lights. September 2018        |
| 09/24/2018 | 817236  | NorthWestern Energy | Water               | \$ 8,135.00   | 0100540-4                                       |
| 09/24/2018 | 817236  | NorthWestern Energy | Airport             | \$ 1,444.99   | 0100484-5. ARFF Facility. September 2018        |
| 09/24/2018 | 817236  | NorthWestern Energy | Water               | \$ 147,364.15 | 0100606-3                                       |
| 09/24/2018 | 817236  | NorthWestern Energy | Water               | \$ 5,817.00   | 0100606-3                                       |
| 09/24/2018 | 817236  | NorthWestern Energy | Wastewater          | \$ 1,939.00   | 0100606-3                                       |
| 09/24/2018 | 817236  | NorthWestern Energy | Airport             | \$ 14.26      | 1647695-4. De Icer. September 2018              |
| 09/24/2018 | 817236  | NorthWestern Energy | Water               | \$ 485.10     | MONTHLY SERVICE FEES 5809 CANYONWOODS DR        |
| 09/24/2018 | 817236  | NorthWestern Energy | Wastewater          | \$ 282.77     | MONTHLE SERV FEES SHILOH CROSSING LS            |
| 09/24/2018 | 817236  | NorthWestern Energy | Public Safety       | \$ 3,613.49   | STATION #1 - MONTHLY ELECTRICAL CHARGES         |
| 09/24/2018 | 817236  | NorthWestern Energy | Public Safety       | \$ 385.76     | 0100477-9: FIRE 6 - MONTHLY ELECTRICAL CHARGES  |
| 09/24/2018 | 817236  | NorthWestern Energy | Water               | \$ 950.07     | 0100485-2                                       |
| 09/24/2018 | 817236  | NorthWestern Energy | Wastewater          | \$ 118.27     | MONTHLY SERVICE FEES AT 62ND LIFT STATION       |
| 09/24/2018 | 817236  | NorthWestern Energy | General             | \$ 120.76     | Electrical charges for Pioneer tennis courts    |
| 09/24/2018 | 817236  | NorthWestern Energy | Transit             | \$ 3,064.42   | Electricity at Metroplex for 7/24/18 to 8/23/18 |
| 09/24/2018 | 817236  | NorthWestern Energy | Wastewater          | \$ 149.14     | Electricity EA 3243625-5                        |
| 09/24/2018 | 817236  | NorthWestern Energy | Airport             | \$ 54.74      | 3085107-5. Employee Parking. September 2018     |
| 09/24/2018 | 817236  | NorthWestern Energy | Street/Traffic Oper | \$ 0.32       | 1740357-7                                       |
| 09/24/2018 | 817236  | NorthWestern Energy | Facilities Mngmt    | \$ 3,478.23   | 1269391-7                                       |
| 09/24/2018 | 817236  | NorthWestern Energy | Facilities Mngmt    | \$ 1,280.26   | 1160804-9                                       |

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| 09/24/2018 | 817236  | NorthWestern Energy         | Facilities Mngmt       | \$ 1,029.41  | 1160802-3  |
| 09/24/2018 | 817236  | NorthWestern Energy         | Water                  | \$ 1,010.89  | 1116452-2  |
| 09/24/2018 | 817236  | NorthWestern Energy         | Public Safety          | \$ 605.02    | 0871546-8  |
| 09/24/2018 | 817236  | NorthWestern Energy         | General                | \$ 338.65    | 0925496-2  |
| 09/24/2018 | 817236  | NorthWestern Energy         | Facilities Mngmt       | \$ 511.32    | 0975808-7  |
| 09/24/2018 | 817236  | NorthWestern Energy         | Water                  | \$ 5.85      | 0723059-2  |
| 09/24/2018 | 817236  | NorthWestern Energy         | Airport                | \$ 650.64    | 1669567-8. TSA Building. September 2018                |
| 09/24/2018 | 817236  | NorthWestern Energy         | General                | \$ 1,003.90  | 0723045-1  |
| 09/24/2018 | 817236  | NorthWestern Energy         | Airport                | \$ 246.27    | 3446396-8. USDA. September 2018                        |
| 09/24/2018 | 817236  | NorthWestern Energy         | Water                  | \$ 11,473.19 | 0723040-2  |
| 09/24/2018 | 817236  | NorthWestern Energy         | Airport                | \$ 36.42     | 1138926-9. Aero Interiors. September 2018              |
| 09/24/2018 | 817236  | NorthWestern Energy         | General                | \$ 1,042.18  | 0722287-0  |
| 09/24/2018 | 817236  | NorthWestern Energy         | Airport                | \$ 67.48     | 2001867-7. Detail Bay 5 Thrifty/Dollar. September 2018 |
| 09/24/2018 | 817236  | NorthWestern Energy         | Water                  | \$ 14,196.42 | 0722264-9  |
| 09/24/2018 | 817236  | NorthWestern Energy         | Airport                | \$ 208.59    | 2001865-1. Detail Bay 4 Avis/Budget. September 2018    |
| 09/24/2018 | 817236  | NorthWestern Energy         | General                | \$ 2,349.34  | 0720821-8  |
| 09/24/2018 | 817236  | NorthWestern Energy         | Airport                | \$ 205.21    | 2001862-8. Detail Bay 3 Enterprise. September 2018     |
| 09/24/2018 | 817236  | NorthWestern Energy         | Airport                | \$ 299.94    | Detail Bay 2 National/Alamo. September 2018            |
| 09/24/2018 | 817236  | NorthWestern Energy         | General                | \$ 94.75     | 0712536-2  |
| 09/24/2018 | 817236  | NorthWestern Energy         | Airport                | \$ 308.91    | 2001848-7. Detail Bay 1 Hertz. September 2018          |
| 09/24/2018 | 817236  | NorthWestern Energy         | General                | \$ 48.08     | 0720818-4  |
| 09/24/2018 | 817236  | NorthWestern Energy         | General                | \$ 45.56     | 0712387-0  |
| 09/24/2018 | 817236  | NorthWestern Energy         | Airport                | \$ 279.95    | 2001846-1. Mud Wash. September 2018                    |
| 09/24/2018 | 817236  | NorthWestern Energy         | Airport                | \$ 1,767.57  | 1993430-6. Car Wash. September 2018                    |
| 09/24/2018 | 817238  | PeopleReady Inc             | Solid Waste            | \$ 1,270.80  | Paper Pickers for the Landfill 23883629                |
| 09/24/2018 | 817238  | PeopleReady Inc             | Solid Waste            | \$ 1,464.95  | Paper Pickers for the Landfill 23907043                |
| 09/24/2018 | 817239  | Petty Cash CCSIU            | Police Programs        | \$ 3,742.80  | Reimburse buy money. Receipts on file at the BPD.      |
| 09/24/2018 | 817245  | Rimrock Foundation          | Municipal Court Grants | \$ 1,452.24  | Aug. 2018 Rimrock DT                                   |
| 09/24/2018 | 817245  | Rimrock Foundation          | Municipal Court Grants | \$ 500.00    | Aug. 18 Rimrock Screenings                             |
| 09/24/2018 | 817245  | Rimrock Foundation          | Municipal Court Grants | \$ 3,127.22  | Aug. Rimrock No Ins, copays, ded.                      |
| 09/24/2018 | 817245  | Rimrock Foundation          | Municipal Court Grants | \$ 1,452.24  | Aug. 2018 Rimrock Day Treatment                        |
| 09/24/2018 | 817245  | Rimrock Foundation          | Municipal Court Grants | \$ 3,660.00  | Aug. 18 Rimrock Ancillary                              |
| 09/24/2018 | 817247  | Rocky Mt Oilfield Warehouse | Public Safety          | \$ 20.15     | SHIPPING   |
| 09/24/2018 | 817247  | Rocky Mt Oilfield Warehouse | Public Safety          | \$ 4,710.00  | T03-00045-DMAC SPEAKER MIC                             |

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| 09/24/2018 | 817254  | Sanderson Stewart            | Tax Increment East | \$ 23,615.85    | EBURD 10th to 13th Infrastructure Improvements       |
| 09/24/2018 | 817255  | Scheels All Sports, Inc.     | EOC 911            | \$ 1,099.99     | PRO FORM 12.9 ELLIPTICAL (911 CENTER)                |
| 09/24/2018 | 817255  | Scheels All Sports, Inc.     | Public Safety      | \$ 2,599.98     | PRO FORM 5000 TREADMILL                              |
| 09/24/2018 | 817255  | Scheels All Sports, Inc.     | EOC 911            | \$ 1,299.99     | PRO FORM 5000 TREADMILL                              |
| 09/24/2018 | 817255  | Scheels All Sports, Inc.     | Public Safety      | \$ 329.25       | BOTTLED FUEL, 33OZ (ACCT #10000707)                  |
| 09/24/2018 | 817255  | Scheels All Sports, Inc.     | Public Safety      | \$ 329.25       | BOTTLED FUEL, 33OZ (ACCT #10000707)                  |
| 09/24/2018 | 817260  | Sletten Construction Company | Wastewater         | \$ 3,313,149.24 | WO 14-11 Water Reclamation Facility Nutrient Upgrade |
| 09/24/2018 | 817267  | The Artcraft Group Inc       | Public Safety      | \$ 1,123.65     | RULERS, MOOD COLOR CHANGING [3,000 EACH]             |
| 09/24/2018 | 817267  | The Artcraft Group Inc       | Public Safety      | \$ 1,439.62     | 422357: TATTOS, ERASERS, RULERS                      |
| 09/24/2018 | 817268  | The Hon Company LLC          | EOC 911            | \$ 2,812.00     | MOBILE FULL HT PED GRD LAMINATED PORTICO TEAK        |
| 09/24/2018 | 817268  | The Hon Company LLC          | EOC 911            | \$ 1,230.00     | INSTALLATION   |
| 09/24/2018 | 817268  | The Hon Company LLC          | EOC 911            | \$ 718.26       | WALL MOUNTED STORAGE CABINET                         |
| 09/24/2018 | 817268  | The Hon Company LLC          | EOC 911            | \$ 435.88       | RETURN SHELL, LAMINATED PHANTOM                      |
| 09/24/2018 | 817268  | The Hon Company LLC          | EOC 911            | \$ 880.22       | EXTENDED CORNER UNIT, LAMINATE, PHATOM ECRU          |
| 09/24/2018 | 817268  | The Hon Company LLC          | EOC 911            | \$ 536.80       | H1706 ARTICULATING ARM W/KEYBOARD PLATFORM           |
| 09/24/2018 | 817268  | The Hon Company LLC          | EOC 911            | \$ 186.56       | 48"W STACK ON STRG BCK ENCLOSURE                     |
| 09/24/2018 | 817268  | The Hon Company LLC          | EOC 911            | \$ 1,084.60     | H5220 DUAL MONITOR ARM-EFFORTLESS ADJ                |
| 09/24/2018 | 817268  | The Hon Company LLC          | EOC 911            | \$ 453.84       | CORNER WORKSURFACE                                   |
| 09/24/2018 | 817268  | The Hon Company LLC          | EOC 911            | \$ 42.09        | HEC65PT T CONNECTOR 65"H, CHARCOAL                   |
| 09/24/2018 | 817268  | The Hon Company LLC          | EOC 911            | \$ 27.46        | PANEL FINISHED END COVERS, 42.5"H                    |
| 09/24/2018 | 817268  | The Hon Company LLC          | EOC 911            | \$ 16.78        | PANEL FINISHED END COVERS 65"H                       |
| 09/24/2018 | 817268  | The Hon Company LLC          | EOC 911            | \$ 91.50        | ACCELERATE 36"W X 18"H TACKBOARD                     |
| 09/24/2018 | 817268  | The Hon Company LLC          | EOC 911            | \$ 14.64        | HETC36 PANEL TOP CAP 36"W, CHARCOAL                  |
| 09/24/2018 | 817268  | The Hon Company LLC          | EOC 911            | \$ 113.46       | TACKABLE PANEL W/O TC 65"H X 36"W                    |
| 09/24/2018 | 817268  | The Hon Company LLC          | EOC 911            | \$ 201.30       | TACKABLE PANEL W/O TC 42.5"H X 42"W                  |
| 09/24/2018 | 817268  | The Hon Company LLC          | EOC 911            | \$ 46.68        | HETC42 PANEL TOP CAP 42"W, CHARCOAL PAINT            |
| 09/24/2018 | 817268  | The Hon Company LLC          | EOC 911            | \$ 123.83       | TACKABLE PANEL W/O TC 65"H X 42"W                    |
| 09/24/2018 | 817268  | The Hon Company LLC          | EOC 911            | \$ 613.68       | HLED31AD, 31" LED LIGHT W/POWER SUPPLY (SINGLE)      |
| 09/24/2018 | 817268  | The Hon Company LLC          | EOC 911            | \$ 34.78        | IN-LINE VARIABLE HEIGHT FINISHING KIT 22.5" H        |
| 09/24/2018 | 817268  | The Hon Company LLC          | EOC 911            | \$ 543.56       | 36"W X 14"H FLOATING MODESTY PANEL                   |
| 09/24/2018 | 817268  | The Hon Company LLC          | EOC 911            | \$ 465.44       | 15"D X 15"H X 48"W ARCH PULL HINGED OVERHEAD         |
| 09/24/2018 | 817268  | The Hon Company LLC          | EOC 911            | \$ 109.20       | ABOUND 29'H X 24"D ABOUND UNIVERSAL SUPORT LEG       |
| 09/24/2018 | 817268  | The Hon Company LLC          | EOC 911            | \$ 4.58         | HSCKTPS, STRAIGHT CONNECTOR KIT                      |
| 09/24/2018 | 817268  | The Hon Company LLC          | EOC 911            | \$ 107.36       | 24'D ENG PANEL SUPPORTS, FREE STANDING               |

| Check Date | Check # | Name                  | Fund Name           | Amount      | Item Desc  |
|------------|---------|-----------------------|---------------------|-------------|--|
| 09/24/2018 | 817268  | The Hon Company LLC   | EOC 911             | \$ 444.35   | 120"W X 48"D RACETRACK SHAPED LAMINATE TOP       |
| 09/24/2018 | 817268  | The Hon Company LLC   | EOC 911             | \$ 722.92   | LAMINATE CYLINDER BASE FOR 120" W TABLE TOPS     |
| 09/24/2018 | 817268  | The Hon Company LLC   | EOC 911             | \$ 210.30   | HTPWRGROM2, PRESIDE FLIP TOP PORT-ELLORA         |
| 09/24/2018 | 817268  | The Hon Company LLC   | EOC 911             | \$ 337.34   | CORNER WORKSURFACE 42"W X 24"D                   |
| 09/24/2018 | 817268  | The Hon Company LLC   | EOC 911             | \$ 206.80   | RECTANGULAR WORKSURFACE EDGE BAND 24"D X 36"W    |
| 09/24/2018 | 817270  | Tire-Rama             | Street/Traffic Oper | \$ 1,376.20 | 1050309413                                       |
| 09/24/2018 | 817270  | Tire-Rama             | Street/Traffic Oper | \$ 574.40   | 1050309044                                       |
| 09/24/2018 | 817270  | Tire-Rama             | Street/Traffic Oper | \$ 808.40   | 1050308945                                       |
| 09/24/2018 | 817270  | Tire-Rama             | Solid Waste         | \$ 1,959.00 | Recapped tires for the garbage trucks 1050308415 |
| 09/24/2018 | 817270  | Tire-Rama             | Solid Waste         | \$ 4,985.20 | Tire recaps for garbage trucks 1050307714        |
| 09/24/2018 | 817270  | Tire-Rama             | Solid Waste         | \$ 3,142.00 | Tire recaps for garbage trucks 1050308048        |
| 09/24/2018 | 817270  | Tire-Rama             | Solid Waste         | \$ 4,932.50 | Tire repairs for garbage trucks 1050308047       |
| 09/24/2018 | 817270  | Tire-Rama             | Solid Waste         | \$ 2,195.00 | Tire repairs for garbage trucks 1050308051       |
| 09/24/2018 | 817270  | Tire-Rama             | Solid Waste         | \$ 304.84   | Tire repairs for the Landfill 1050308056         |
| 09/24/2018 | 817270  | Tire-Rama             | Solid Waste         | \$ 400.00   | Tire repairs for the Landfill 1050308067         |
| 09/24/2018 | 817270  | Tire-Rama             | Solid Waste         | \$ 4,184.00 | Tires for Landfill equipment 1050308004          |
| 09/24/2018 | 817270  | Tire-Rama             | Solid Waste         | \$ 2,273.50 | Tires for Landfill equipment 1050308549          |
| 09/24/2018 | 817270  | Tire-Rama             | Solid Waste         | \$ 2,520.00 | Tires for Landfill equipment 1050308555          |
| 09/24/2018 | 817270  | Tire-Rama             | Solid Waste         | \$ 1,443.80 | Tires for the tank truck 1050308259              |
| 09/24/2018 | 817270  | Tire-Rama             | Solid Waste         | \$ 716.96   | Tires for unit 0021 1050308199                   |
| 09/24/2018 | 817270  | Tire-Rama             | Street/Traffic Oper | \$ 17.50    | 1030192815                                       |
| 09/24/2018 | 817270  | Tire-Rama             | Solid Waste         | \$ 125.00   | Alignment for 0162 1050308070                    |
| 09/24/2018 | 817272  | TNT Springs Inc       | Solid Waste         | \$ 78.95    | 177973   |
| 09/24/2018 | 817272  | TNT Springs Inc       | Fleet               | \$ 364.00   | 177973 PO NUM 306791                             |
| 09/24/2018 | 817272  | TNT Springs Inc       | Solid Waste         | \$ 37.36    | 178129   |
| 09/24/2018 | 817272  | TNT Springs Inc       | Fleet               | \$ 178.36   | 178130 PO NUM 306791                             |
| 09/24/2018 | 817272  | TNT Springs Inc       | Solid Waste         | \$ 14.23    | 178129   |
| 09/24/2018 | 817272  | TNT Springs Inc       | Fleet               | \$ 1,757.46 | 178135 PO NUM 306791                             |
| 09/24/2018 | 817272  | TNT Springs Inc       | Solid Waste         | \$ 78.95    | 178130   |
| 09/24/2018 | 817272  | TNT Springs Inc       | Solid Waste         | \$ 275.00   | 178137   |
| 09/24/2018 | 817273  | Town & Country Supply | Public Safety       | \$ 494.50   | 311235: FIRE6 DIESEL                             |
| 09/24/2018 | 817273  | Town & Country Supply | Public Safety       | \$ 1,236.25 | 311234:FIRE1 DIESEL                              |
| 09/24/2018 | 817273  | Town & Country Supply | Public Safety       | \$ 1,091.25 | 311234:FIRE1 UNLEADED                            |
| 09/24/2018 | 817273  | Town & Country Supply | Transit             | \$ 5,114.64 | 311168 PO NUM 306801                             |

| Check Date | Check # | Name                        | Fund Name           | Amount       | Item Desc                                  |
|------------|---------|-----------------------------|---------------------|--------------|--|
| 09/24/2018 | 817273  | Town & Country Supply       | Public Safety       | \$ 494.50    | 311233:FIRE3 DIESEL                        |
| 09/24/2018 | 817273  | Town & Country Supply       | Water               | \$ 421.57    | NONSTOCKING ITEMS-P.U.D.                   |
| 09/24/2018 | 817273  | Town & Country Supply       | Water               | \$ 427.80    | NONSTOCKING ITEMS-P.U.D.                   |
| 09/24/2018 | 817273  | Town & Country Supply       | Water               | \$ 443.74    | NONSTOCKING ITEMS-P.U.D.                   |
| 09/24/2018 | 817273  | Town & Country Supply       | Fleet               | \$ 17,389.15 | 310867 PO NUM 306783                       |
| 09/24/2018 | 817273  | Town & Country Supply       | Transit             | \$ 17,312.45 | 311156 PO NUM 306801                       |
| 09/24/2018 | 817273  | Town & Country Supply       | Public Safety       | \$ 989.00    | 311232 FIRE5: DIESEL                       |
| 09/24/2018 | 817292  | Wharton Asphalt LLC         | Gas Tax             | \$ 54,336.05 | Street Maintenance Program #1 Crack Seal   |
| 09/24/2018 | 817292  | Wharton Asphalt LLC         | Gas Tax             | \$ 509.85    | City Crack Seal; Change Order #109/05/2018 |
| 09/24/2018 | 817296  | Yellowstone County Sheriffs | Public Safety       | \$ 405.00    | Blues Fest.                                |
| 09/24/2018 | 817296  | Yellowstone County Sheriffs | Police Programs     | \$ 4,730.55  | 17-DEA-634489.                             |
| 09/24/2018 | 817296  | Yellowstone County Sheriffs | Police Programs     | \$ 531.90    | 16-FBI-003180.                             |
| 09/28/2018 | 817302  | RDO Equipment Co.           | Solid Waste         | \$ 1,692.18  | Filters for Landfill Equipment P39274      |
| 09/28/2018 | 817302  | RDO Equipment Co.           | Solid Waste         | \$ 540.81    | Filters for Landfill equipment P39748      |
| 09/28/2018 | 817302  | RDO Equipment Co.           | Water               | \$ 156.04    | P38526                                     |
| 09/28/2018 | 817302  | RDO Equipment Co.           | Street/Traffic Oper | \$ 345.20    | P38536                                     |
| 09/28/2018 | 817302  | RDO Equipment Co.           | Street/Traffic Oper | \$ 85.34     | P38716                                     |
| 09/28/2018 | 817302  | RDO Equipment Co.           | Street/Traffic Oper | \$ (20.00)   | P38747                                     |

**Regular City Council Meeting**

**Meeting Date:** 10/22/2018

**TITLE:** Public Hearing and Resolution for FY19 Budget Amendments

**PRESENTED BY:** Andy Zoeller, Finance Director

**Department:** City Hall Administration

**Presentation:** No

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**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 2019:

Fund 1500 - Public Safety Fund - Police

The City Council approved two MOU's one for an additional SRO with the Billings School District 2 and one for an officer to patrol with the Billings Clinic. The Police Department is requesting additional budget authority to coincide with the approval of these MOU's. The budget authority will be for two additional officers, two patrol cars, and officer equipment. The revenue received as a result of these MOU's will cover the additional expenditures in the Public Safety Fund.

Fund 6500 - Facilities

At the regular city council meeting on 9/24/18, the City Council authorized the facilities department to proceed with the design of an expansion to the Police Evidence facility. This budget amendment is for the additional costs associated with the design. The additional budget will be paid for through reserves

Fund 1500 - Public Safety - Fire

On 6/25/18 the City Council approved a collective bargaining agreement with the Local 521 IAFF. The additional expenses will be covered by a transfer from the General Fund reserves.

Fund 1500 - Public Safety - Police

On 6/25/18 the city council approved a collective bargaining agreement with the MPEA - Billings Police Union. The additional expenses will be covered by a transfer from the General Fund reserves.

Fund 0100 - General Fund - Non-departmental

The General fund transfer to the Public Safety Fund will need to be increased to cover the additional expenses related to the changes in the collective bargaining units between the Police and Fire unions. The additional expenses will be funded through General Fund reserves

4500 - Special Improvement District Fund

Public Works is requesting the budget authority be reestablished in the FY 2019 budget for two Special Improvement District (SID) projects. The budget authority for the Annafeld Streetlight and Park SID and the East Billings Urban Renewal District (EBURD) streetlight SID projects was previously approved in the FY 2018 budget; however, the projects were delayed to provide enough time for contractors to prepare bids and meet bond sale deadlines. These projects will be funded through the sale of bonds and assessed back to property owners benefitting from the improvements.

#### 5030 - Water Construction Fund

Public Works is requesting the budget authority be reestablished in the FY 2019 budget for several projects that were previously approved in the FY 2018 budget, but were delayed until FY 2019. Public Works has sufficient cash in its Water fund for these projects.

#### 5130 - Wastewater Construction Fund

Public Works is requesting the budget authority be reestablished in the FY 2019 budget for several projects that were previously approved in the FY 2018 budget, but were delayed until FY 2019. Public Works has sufficient cash in its Wastewater fund for these projects.

#### 8400 - Storm Sewer

Public Works is requesting the budget authority be reestablished in the FY 2019 budget for the storm portion of the EBURD project. The budget authority for this project was previously approved in the FY 2018 budget; however, the project was delayed to provide enough time to meet bond sale requirements. Public Works is also requesting budget authority in the FY 2019 budget for the Jackson Street culvert and City/County Drain flood mitigation projects. These projects were started in FY 2018 and the FY 2018 stormwater implementation plan, 62nd and Rimrock detention center, and storm sewer inventory replacement projects were deferred in order to fund these emergency projects. This request is to reestablish that FY 2018 budget authority in the FY 2019 budget. Public Works has sufficient cash in its Storm Sewer fund for these projects.

## **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 or new revenues, 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 2019.

## **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Resolution FY19 BA  
Exhibit A

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RESOLUTION 18-

A RESOLUTION ADOPTING **FISCAL YEAR 2018/2019** 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 2018/2019**), 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 22nd day of October, 2018

THE CITY OF BILLINGS:

BY: \_\_\_\_\_  
William A. Cole, MAYOR

ATTEST:

BY: \_\_\_\_\_  
Denise R. Bohlman, CITY CLERK

**EXHIBIT A**

**Revenue      Expenditure**

**Fund 1500 - Public Safety Fund - Police**

The City Council approved two Memorandums of Understanding (MOU), one for an additional School Resource Officer (SRO) with the Billings School District 2 and one for an officer to patrol with the Billings Clinic. The Police Department is requesting additional budget authority to coincide with the approval of these MOU's. The budget authority will be for two additional officers, two patrol cars, and officer equipment. The revenue received as a result of these MOU's will cover the additional expenditures in the Public Safety Fund.

|                   |         |                 |
|-------------------|---------|-----------------|
| 1500-21110-332270 | 139,934 | School District |
| 1500-21110-332271 | 139,934 | Billings Clinic |
| 1500-21130-409440 |         | 115,588         |
| 1500-21130-402925 |         | 15,934          |
| 1500-21130-401120 |         | 148,346         |

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**Fund 6500 - Facilities**

At the regular city council meeting on 9/24/18, the City Council authorized the facilities department to proceed with the design of an expansion to the Police Evidence facility. This budget amendment is for the additional costs associated with the design. The additional budget will be paid for through Facilities reserves

|                   |         |                       |
|-------------------|---------|-----------------------|
| 6500-15660-409250 | 290,000 | Facility Improvements |
|-------------------|---------|-----------------------|

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**Fund 1500 - Public Safety - Fire**

On 6/25/18 the City Council approved a collective bargaining agreement with the Local 521 IAFF. The additional expenses will be covered by a transfer from the General Fund.

|                   |         |                                |
|-------------------|---------|--------------------------------|
| 1500-22290-402260 | 9,000   | Clothing allowance increase    |
| 1500-22230-401130 | 11,885  | FY19 Fire Salaries - Finance   |
| 1500-22240-401130 | 4,763   | FY19 Fire Salaries - Finance   |
| 1500-22290-401130 | 242,357 | FY19 Fire Salaries - Finance   |
| 1500-22230-401470 | 1,706   | Fy19 Fire Retirement - Finance |
| 1500-22240-401470 | 684     | Fy19 Fire Retirement - Finance |
| 1500-22290-401470 | 32,087  | Fy19 Fire Retirement - Finance |
| 1500-22230-401455 | 172     | FY19 Fire Medicare - Finance   |
| 1500-22240-401455 | 69      | FY19 Fire Medicare - Finance   |
| 1500-22290-401455 | 3,238   | FY19 Fire Medicare - Finance   |
| 1500-22230-401410 | 72      | FY19 Fire UI - Finance         |
| 1500-22240-401410 | 28      | FY19 Fire UI - Finance         |
| 1500-22290-401410 | 1,340   | FY19 Fire UI - Finance         |
| 1500-22230-401420 | 330     | FY19 Fire WC - Finance         |
| 1500-22240-401420 | 132     | FY19 Fire WC - Finance         |
| 1500-22290-401420 | 6,197   | FY19 Fire WC - Finance         |
| 1500-15100-307515 | 314,060 | Transfer from General Fund     |

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**Fund 1500 - Public Safety - Police**

On 6/25/18 the city council approved a collective bargaining agreement with the MPEA - Billings Police Union. The additional expenses will be covered by a transfer from the General Fund.

|                   |         |                            |
|-------------------|---------|----------------------------|
| 1500-21130-401120 | 246,387 | FY19 Police Salaries       |
| 1500-21130-401460 | 31,417  | Retirement                 |
| 1500-21130-401455 | 3,161   | Medicare                   |
| 1500-21130-401410 | 1,308   | Unemployment Insurance     |
| 1500-21130-401420 | 7,849   | Workers Comp               |
| 1500-21130-402290 | 10,300  | Equipment                  |
| 1500-15100-307515 | 300,422 | Transfer from General Fund |

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**Fund 0100 - General Fund - Non-departmental**

The General fund transfer to the Public Safety Fund needs to increase to cover the additional expenses related to the changes in the collective bargaining agreements with the Police and Fire unions. The additional expenses will be funded through General Fund reserves

0100-14120-408253 614,482 Transfer to Public Safety Fund

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**4500 - Special Improvement District Fund**

Public Works is requesting the budget authority be reestablished in the FY 2019 budget for two Special Improvement District (SID) projects. The budget authority for the Annafeld Streetlight and Park SID and the East Billings Urban Renewal District (EBURD) streetlight SID projects was previously approved in the FY 2018 budget. However, the projects were delayed to provide enough time for contractors to prepare bids and meet bond sale deadlines. These projects are funded through the sale of bonds and assessed back to property owners benefitting from the improvements.

4770-31610-409310 996,979 Annafeld SID  
4780-31610-409310 1,029,750 EBURD SID

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**5030 - Water Construction Fund**

Public Works is requesting the budget authority be reestablished in the FY 2019 budget for several projects that were previously approved in the FY 2018 budget, but were delayed until FY 2019. Public Works has sufficient cash in its Water fund for these projects.

5030-74910-409390 800,000 Zone 4 N Reservoir/Fox Pump Station Remodel  
5030-74910-409390 982,200 Voelker Pump Station Replacement  
5030-74910-409390 829,100 Electrical Replacements - Consoles  
5030-74910-409390 210,000 Water Master Plan/Sludge Disposal Site Study

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**5130 - Wastewater Construction Fund**

Public Works is requesting the budget authority be reestablished in the FY 2019 budget for several projects that were previously approved in the FY 2018 budget, but were delayed until FY 2019. Public Works has sufficient cash in its Wastewater fund for these projects.

5130-84910-409390 2,250,000 WWTP Improvement Project  
5130-85910-409390 161,300 Lift Station Backup Power  
5130-84910-409390 2,000,000 Influent Lift Station  
5130-84910-409390 100,000 Electrical Replacements - 15kv boxcar  
5130-85910-409390 400,000 EBURD Sewer

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**8400 - Storm Sewer**

Public Works is requesting the budget authority be reestablished in the FY 2019 budget for the storm portion of the EBURD project. The budget authority for this project was previously approved in the FY 2018 budget; however, the project was delayed to provide enough time to meet bond sale deadlines. Public Works is also requesting budget authority in the FY 2019 budget for the Jackson Street culvert and City/County Drain Flood Mitigation projects. These projects were started in FY 2018 and the FY 2018 stormwater implementation plan, 62nd and Rimrock detention center, and storm sewer inventory replacement projects were deferred in order to fund these emergency projects. This request is to reestablish that FY 2018 budget authority in the FY 2019 budget. Public Works has sufficient cash in its Storm Sewer fund for these projects.

8400-31840-409310 600,000 EBURD Storm  
8400-31840-409310 1,800,000 City/County Drain  
8400-31840-409310 439,996 Jackson Street Culvert

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**Regular City Council Meeting**

**Meeting Date:** 10/22/2018  
**TITLE:** City Administrator Employment Agreement  
**PRESENTED BY:** Karla Stanton, Human Resources Director  
**Department:** City Hall Administration  
**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

The City Council conducted interviews for a new City Administrator on October 9, 2018. At its October 10, 2018 Special Meeting, the Council unanimously chose Mr. Chris Kukulski as the next Billings' City Administrator. The Council hired local attorney, Thomas Singer, to prepare an employment agreement and Art Davis from Springsted Waters and Human Resources Director Karla Stanton, to negotiate the agreement's contents. If there is a tentatively approved agreement before the October 22nd Regular Business Council meeting, then staff will send it to Councilmembers as soon as it is available. If the parties are unable to agree on the contract, the Council should provide additional guidance on how it wants to conclude the appointment process.

**ALTERNATIVES ANALYZED**

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

**FINANCIAL IMPACT**

The agreement will contain salary and benefits, relocation allowance, severance pay and other matters such as an annual performance review with any associated salary increases. The FY 2019 budget is sufficient to fund the proposed agreement.

**RECOMMENDATION**

The City's consultant and staff recommend that the Council approve a City Administrator Employment Agreement

**APPROVED BY CITY ADMINISTRATOR**

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