

# 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**

**November 26, 2018**

**5:30 P.M.**

**CALL TO ORDER:** Mayor Cole

**PLEDGE OF ALLEGIANCE:** Mayor Cole

**INVOCATION:** Councilmember Yakawich

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

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

**MINUTES:** November 13, 2018

**COURTESIES:**

**PROCLAMATIONS:**

**ADMINISTRATOR REPORTS - CHRIS KUKULSKI**

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

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

**A. Bid Awards:**

1. **Large Area Mowers.** (Opened 11/13/18) Recommend Midland Implement; \$137,751.

**B. Professional Services Contract, W.O. 18-30 City County Drain Mitigation Project; COP Construction; \$2,850,000.**

**C. Amendment No. 1, Terminal Building Lease, U.S. Government for the benefit of the TSA; \$6,044.**

**D. Ten-Year West End Hangar Ground Lease** to Steven A. Vold Revocable Trust and Susan K. Vold Revocable Trust, as Tenants in Common, revenue first year \$1,449; revenue subsequent years adjusted by CPI-U.

**E. State Highway Traffic Safety Billings Selective Traffic Enforcement Program (STEP) overtime grant; \$9,000.**

**F. Sartorie Subdivision, 2nd Filing, final plat.**

**G. Zimmerman Home Place Subdivision, 2nd Filing, final plat.**

**H. Bills:**

1. October 22, 2018

**REGULAR AGENDA:**

2. **PUBLIC HEARING** - Appeal of Denial of Encroachment Permit for Alberta Bair Theater. Staff recommends **denial** of appeal. (Action: approval or disapproval of staff recommendation for **denial**.)

3. **PUBLIC HEARING AND VARIANCE TO SITE DEVELOPMENT ORDINANCE:** A variance from BMCC, Section 6-1203(j), Off-Street Parking Requirements, reducing the number of required parking stalls from 70 to 44, for a new medical business located at 708 Broadwater Avenue. Collaborative Design Architects, agent. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

4. **PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE 971:** a zone change from Neighborhood Commercial (NC) to Planned Development (PD) with underlying NC, to allow 1 microbrewery license and 1 restaurant beer and wine license (no gaming) on a 3.6 acre parcel of land described as: Lot 4, Block 1, MK Subdivision, north of Grand Avenue and west of 54th Street West. MYK Enterprises, owner; Scott Aspenlieder, agent. Zoning Commission recommends **denial**. (Action: approval or disapproval of Zoning Commission recommendation for **denial**.)

**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:** 11/26/2018

**TITLE:** Large Area Mowers Approval

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

**Department:** Parks/Rec/Public Lands

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

The Parks Division FY 2019 budget includes funds to replace one sixteen foot large area mower and one ten foot large area mower. The mowers are included in the approved Equipment Replacement Plan for FY 2019. Staff advertised for sealed bids on November 2nd 2018 and November 9th 2018, with a bid opening on November 13th, 2018. There was only one bidder for each mower, Midland Implement.

Bids Received

BIDDER	MODEL	TRADE-IN ALLOWANCE	NET AMOUNT
Midland Implement	5900	\$3,000	\$81,984
Midland Implement	4100-D	\$4,000	\$55,767

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the staff recommendation to purchase the units; or
- Not approve the staff recommendation and reject all bids. If the bids are rejected the units will not be replaced in a timely manner and the existing units will be used beyond the recommendations of the Equipment Replacement Committee.

**FINANCIAL IMPACT**

The purchase of both large area mowers is included the Equipment Replacement Plan for FY2019. Funding for the purchase is included in the FY2019 budget.

**RECOMMENDATION**

Staff recommends awarding the bid to Midland Implement for both the 5900 and 4100-D mowers, \$137,751.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 11/26/2018

**TITLE:** W.O. 18-30 City County Drain Mitigation Construction Contract

**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 Project is intended to restore the river outfall from the City County Drain that was damaged by the river and heavy rains during the spring and summer of 2018. The damaged outfall now causes river water to back up into the City County Drain under many river conditions. The goal of the project is to restore the drain to original capacity and protect the drain against backwater during river conditions up to a 10-year river stage. In order to get the project completed before the river levels rise in the spring, staff is recommending the use of Construction Manager/General Contractor (CM/GC) method of construction contracting. Staff selected COP Construction based on qualifications to perform the construction. Other contractors who submitted on the project are FirstMark Construction and Western Municipal Construction.

The contractor, engineer, and City staff will work together to develop each phase of the project. When design options are evaluated, the contractor will provide estimated costs for each and the team will select the most cost effective approach. Benefits of this type of construction delivery method include time for completion and the ability to construct the most cost effective alternative with significant contractor involvement early in the project.

City Council approved an emergency resolution for this project in June 2018 which allows the use of this construction delivery method.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the contract with COP Construction, or;
- Disapprove the contract with COP Construction. If the contract is not approved, the drain will not be repaired and stormwater will not be able to drain to the river and the drain will not have protection during periods of high river level.

**FINANCIAL IMPACT**

The contract with COP Construction is based on a negotiated method of determining the cost for the project as opposed to bid price based on a full design. The contract (Construction Manager/General Contractor) includes the method of determining the cost at each stage of the project during construction. The contractor's contingency will be reduced at each stage of the project until a Guaranteed Maximum Price (GMP) is established. The contract is based on a preliminary GMP of \$2.85M (from 30% design) but will be modified as the work progresses. The actual cost of the project will be based on time and material costs plus a fee. If the project costs are under the GMP, the city will only pay the actual costs. There are sufficient funds in the

FY19 Stormwater Fund budget to complete the project.

**RECOMMENDATION**

Staff recommends that City Council approve the contract with COP Construction.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

City County Drain CM/GC Contract

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# PROJECT MANUAL & SPECIFICATIONS



**CITY OF BILLINGS  
WORK ORDER 18-30**

## **City/County Drain CM/GC Mitigation Project**

**November 2018**

# **PROJECT MANUAL & SPECIFICATIONS**

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## **CITY OF BILLINGS WORK ORDER 18-30**

### **City/County Drain CM/GC Mitigation Project**

### **BILLINGS, MONTANA**

#### **PREPARED FOR:**

City of Billings  
Public Works Department  
2224 Montana Avenue  
Billings, MT 59101

November 2018

## **SECTION 00500 AGREEMENT FORM**

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This Agreement is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2018, by and between City of Billings, hereinafter called "Owner" and COP Construction LLC, hereinafter called "Construction Manager / General Contractor" ("CM/GC"). Owner and CM/GC, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **Article 1. WORK**

CM/GC shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: The CM/GC will work as an integral part of the Project Team, who includes the Project Engineer, CM/GC and Owner, to develop and implement the project and maintain a spirit of cooperation and open communication among all parties. The intent is that project goals and objectives are clearly understood, potential problems are resolved promptly, and upon completion, the project is deemed a success by all.

The CM/GC will provide preconstruction services by performing the following:

- Provide input on potential alternative solutions.
- Analyze and evaluate the constructability of the preliminary design.
- Provide information, cost estimates, and alternatives to facilitate decisions regarding project direction, construction impacts, and staging.
- Provide input to the Project Team regarding current construction industry practices, labor market, and material and equipment availability.
- May use subcontractors to supplement preconstruction services to provide the necessary expertise.
- Review in-progress design plans and provide input and/or alternate design concepts and offer suggestions with respect to means and methods, materials, innovations, and construction sequencing.
- Review design documents in-progress and offer suggestions to improve completeness or clarity.
- Notify the Project Engineer and Owner, in writing, of all problems, conflicts, and/or deficiencies identified during the review and evaluation of design drawings.
- Assist the Project Engineer and Owner in resolving problems, conflicts, and/or deficiencies identified during the review and evaluation of design drawings.
- Provide preliminary quantity take-offs and construction cost estimate.
- Provide recommendations on the plans or construction documents to ensure completion of the Project in the most efficient manner possible.
- Provide a final review and evaluation of the final plans and construction documents.

### **Construction Manager/ General Contractor (CM/GC) Responsibilities**

The CM/GC will provide resources within their company or through subcontractors to accomplish the construction as designed. The CM/GC will need to coordinate closely with the Project Engineer and Owner for procurement of materials and construction to meet the design intent and schedule. The CM/GC will need to provide costs for each phase of the design as it is approved for construction. At the date this contract is written design documents are approximately 30% complete.

## **Article 2. THE PROJECT**

2.01 The project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: City of Billings W.O. 18-30 City/County Drain CM/GC Mitigation Project

## **Article 3. PROJECT ENGINEER**

3.01 The Project is being designed by: DOWL, 222 North 32nd Street, Suite 700, Billings, Montana 59101 who is hereinafter called Project Engineer and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Project Engineer in these Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

## **Article 4. CONTRACT TIME**

4.01 Time is of the Essence.

A. All the time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to achieve Substantial Completion.

A. A Notice to Proceed will be issued for separate tasks of the project. The Notice to Proceed will include a specific duration for that task. Final completion of the Work shall be within 30 calendar days after the date of Substantial Completion.

## **Article 5. CONTRACT PRICE**

5.01 Owner shall pay CM/GC for completion of the work in accordance with the Contract Documents an amount equal to the sum of the actual cost of work plus the CM/GC fee. This project is to be paid in a cost reimbursable plus fee format and the anticipated maximum price at roughly 30% design is \$2,850,000. The actual amount paid will equate to the sum of all costs for the project, except for defective work completed by the CM/GC, plus the CM/GC fee. As the design progresses the project team will provide updates on the anticipated maximum price. Once the design has reached 75% the CM/GC shall provide a Guaranteed Maximum Price including a contingency for the Project.

## **Article 6. PAYMENT PROCEDURES**

6.01 Submittal and Processing of Payments:

A. CM/GC shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Project Engineer as provided in the Contract Documents.

6.02 Progress Payments; Retainage:

A. Owner shall make progress payments in accordance with Article 14 of the General Conditions on account of the Contract Price on the basis of CM/GC's Applications for Payment as recommended by Project Engineer, once each month during construction as provided below. All progress payments will be on the basis of the actual cost of the work plus a fee.

6.03 Final Payment:

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price to CM/GC as recommended by Project Engineer as provided in said paragraph 14.07.

## **Article 7. INTEREST**

7.01 All monies not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

## **Article 8. CM/GC'S REPRESENTATION**

8.01 In order to induce Owner to enter into this Agreement, CM/GC makes the following representations:

A. CM/GC has examined and carefully studied the Contract Documents (including all Addenda) listed in Article 9 and the other related data identified in the Contract Documents.

B. CM/GC has visited the site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, performance or furnishing of the Work.

C. CM/GC is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.

D. CM/GC has studied carefully all available: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special Provisions as provided in paragraph 4.02 of the General Conditions; and (2) reports and drawings of a Hazard Environmental Condition, if any, at the Site which has been identified in the Special Provisions as provided in paragraph 4.06 of the General Conditions. CM/GC acknowledges that such reports and drawings are not Contract Documents and may not be complete for CM/GC's purposes. CM/GC acknowledges that Owner and Project Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground Facilities at or contiguous to the site.

E. CM/GC has obtained and carefully studied all available (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CM/GC including and specific means, methods, techniques, sequences and procedures of construction, if any, expressly required by the Contract Documents to be employed by the CM/GC, and safety precautions and programs incident thereto.

F. CM/GC is aware of the general nature of the work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.

G. CM/GC has correlated the information known to CM/GC, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

H. CM/GC has given Project Engineer written notice of all conflicts, errors, ambiguities or discrepancies that CM/GC has discovered in the Contract Documents and the written resolution thereof by Project Engineer is acceptable to CM/GC.

I. The Contract Documents are being generated and are currently 30% complete, upon completion the Contract Documents will be generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## Article 9. CONTRACT DOCUMENTS

### 9.01 Contents

#### A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive);
2. Performance Bond (pages 1 to 3, inclusive);
3. Payment Bond (pages 1 to 3, inclusive);
4. General Conditions (pages 1 to 62, inclusive);
5. Supplementary Conditions (pages 1 to 12, inclusive);
6. Special Provisions (pages 1 to 8, inclusive);
7. Specifications when developed;
8. SOQ documents complete including addenda
9. Exhibits to this Agreement (enumerated as follows):
  - a. Exhibit A Burdened Labor Rates;
  - b. Exhibit B Equipment Rates;
  - c. Exhibit C CM/GC Fee for Project;
  - d. Exhibit D 30% Design Construction Schedule;
  - e. Exhibit E RFQ/SOQ
  - f. Exhibit Ffff State Prevailing Wage Rates

#### 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Written Amendments;
- b. Work Change Directives;
- c. Change Order(s);
- d. Any Notice of Partial Utilization;
- e. Notice of Substantial Completion;
- f. Lien Waivers;
- g. Notice of Final Completion and Acceptance;

#### 11. Supplementary Specifications

#### 12. Certificates of Insurance

#### 13. Standard General Conditions

#### 14. Wage Rates



15. Special Provisions (Section 00900 of Std Mods and project specific)

16. Montana Public Works Standard Specifications, Sixth Edition, dated April 2010, including the City of Billings Standard Modifications thereof.

B. The documents listed in paragraph 9.01.A. are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be altered, modified or supplemented as provided in paragraphs 3.04 of the General Conditions.

## **Article 10. MISCELLANEOUS**

### 10.01 Terms.

A. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

### 10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 Successors and Assigns

A. Owner and CM/GC each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and CM/GC, who agree that the Contract Documents shall be reformed to replace such stricken provision of part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and CM/GC have signed 6 copies of Agreement. Three counterparts have been delivered to Owner, two to CM/GC and one to Project Engineer. All portions of the Contract Documents have been signed or identified by Owner and CM/GC or by Project Engineer on their behalf.

This Agreement will be effective on \_\_\_\_\_, 2018 (which is the effective date of the Agreement).

Owner City of Billings

CM/GC \_\_\_\_\_

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

By \_\_\_\_\_  
(Signature)

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

Attest \_\_\_\_\_  
(Signature)

Approved as to form \_\_\_\_\_  
City Attorney

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_

Phone No. \_\_\_\_\_

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Fax No. \_\_\_\_\_

(SEAL)

Contractor Registration No. \_\_\_\_\_

(CORPORATE SEAL)

Agent for service of process:  
\_\_\_\_\_  
\_\_\_\_\_

(If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner – Contractor Agreement.)

(If CM/GC is a corporation or a partnership, attach evidence of authority to sign.)

Owner's Designated Representative:

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

CM/GC's Designated Representative:

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

**END OF SECTION 00500**

# **Exhibit A**

## **Labor Rates**

**COP CONSTRUCTION LLC  
WAGE RATE SHEET**

**PROJECT:**            18125            City County Drain

**CLASSIFICATION:**    Heavy

**WAGE DATE:**        1/27/2018        MT Heavy

**ZONE:**                1                    Heavy

\*Anticipated Employee Burdened wage Rates without Fee\*  
\*Other classificaions will be added as needed\*

1	2	3
<b>40 HR WK</b>	<b>45 HR WK</b>	<b>50 HR WK</b>
<b>Base</b>	<b>Base</b>	<b>Base</b>
<b><u>Rate</u></b>	<b><u>Rate</u></b>	<b><u>Rate</u></b>

<b><u>PROJECT MANAGEMENT</u></b>				<b>Exempt Employees</b>
Sr. Project Manager	77.67	77.67	77.67	
Project Manager	77.67	77.67	77.67	
Superintendent	67.10	67.10	67.10	
Safety Director	54.01	54.01	54.01	
Project Engineer	49.23	49.23	49.23	
Project Estimator	64.51	64.51	64.51	

<b><u>CARPENTERS</u></b>				<b>Anticipated Craft Employees</b>
Journeyman	50.97	53.07	54.75	
Carpenter Foreman	52.92	55.13	56.93	
<b><u>LABORER</u></b>				
Group 1	37.99	39.51	40.72	
Group 2	41.69	43.41	44.79	
Group 3	41.86	43.60	44.99	
Foreman Grp 3 Class 3	43.81	45.66	47.14	
<b><u>OPERATORS</u></b>				
Group 1	46.71	48.63	50.17	
Group 2	47.74	49.72	51.30	
Group 3	49.39	51.44	53.10	
Group 4	50.68	52.83	54.53	
Group 5	52.00	54.20	55.97	
Group 5 (MS)	12.20	12.20	12.20	
Group 6	53.31	55.59	57.43	
Group 6 Special	54.61	56.97	58.85	
Group 7	54.61	56.97	58.85	
Foreman Grp 2 Class 3	49.71	51.78	53.46	
<b><u>TEAMSTER</u></b>				
Group 1	41.60	43.34	44.73	
Group 2	46.87	48.91	50.51	

# **Exhibit B**

## **Equipment Rates**

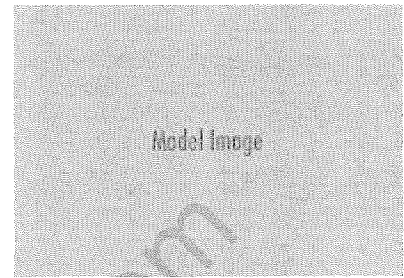
<b>Description</b>	<b>Unit</b>	<b>Total Rate*</b>
1300 CFM Air Compressor	HR	\$ 68.47
PC 300 Excavator	HR	\$ 105.12
CAT 330 Excavator	HR	\$ 114.06
Bedding Conveyor	HR	\$ 5.63
Roller Bucket Attach	HR	\$ 4.97
Excavation Trench Box	HR	\$ 2.63
1 Shift Generator - 25 KW	HR	\$ 13.79
3 Shift Generator - 25 KW	HR	\$ 13.79
3 Shift Generator - 60-70 KW	HR	\$ 21.93
CAT 140G Grader	HR	\$ 61.20
CAT 950 Front End Loader	HR	\$ 51.23
Diesel 4&6" Bypass Pump	HR	\$ 29.27
Jet Pump for Jetting Wells	HR	\$ 14.76
SD70 Vibratory Smooth Drum	HR	\$ 37.72
Trench Roller	HR	\$ 21.50
In Town Fuel Truck	HR	\$ 21.93
Project Manager Pickup	HR	\$ 18.50
Jobsite Pickup	HR	\$ 16.64
Superintendent Pickup	HR	\$ 17.91
Field Transport Tractor	HR	\$ 52.37
COP Vac Truck	HR	\$ 108.00
Water Truck	HR	\$ 40.10
Side Dump Trailer	HR	\$ 29.99
Unloader	HR	\$ 32.47
Tool Van Trailer	HR	\$ 1.49

**\*The rates in this chart for in house equipment are 75% of the Equipment Watch blue book rates attached.**

**Rental Rate Blue Book®**

November 6, 2018

**Sullair 1300HDTQCA**  
 Portable Rotary Screw Air Compressors

 Size Class:  
**900 cfm & Over**  
 Weight:  
**15,950 lbs.**

**Configuration for 1300HDTQCA**

Power Mode	<b>Diesel</b>	Horsepower	<b>450</b>
Rated Pressure @ PSI	<b>150</b>	Air Delivery Rating	<b>1300 cu ft/min</b>

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$4,290.00	\$1,200.00	\$300.00	\$45.00	\$69.05	\$93.43
<b>Adjustments</b>						
Region ( Montana: 99.3%)	(\$30.03)	(\$8.40)	(\$2.10)	(\$0.32)		
Model Year (2000: 91.9%)	(\$345.06)	(\$96.52)	(\$24.13)	(\$3.62)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>\$3,914.91</b>	<b>\$1,095.08</b>	<b>\$273.77</b>	<b>\$41.06</b>	<b>\$69.05</b>	<b>\$91.29</b>

**Non-Active Use Rates**

	Hourly
Standby Rate	\$7.56
Idling Rate	\$71.00

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	24%	\$1,029.60/mo
Overhaul (ownership)	66%	\$2,831.40/mo
CFC (ownership)	4%	\$171.60/mo
Indirect (ownership)	6%	\$257.40/mo
Fuel (operating) @ 3.01	71%	\$48.76/hr

Revised Date: 2nd Half 2018

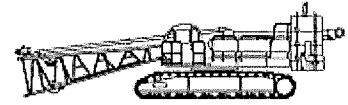
These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for RICK MORRISON (rmorrison@copconstruction.com)



**Rental Rate Blue Book®**

November 6, 2018

**Average AVERAGE 56.0 - 67.9 MTONS**  
 Crawler Mounted Lattice Boom Cranes

 Size Class:  
 56.0 - 67.9 MTons  
 Weight:  
 N/A

**Configuration for AVERAGE 56.0 - 67.9 MTONS**

Power Mode	<b>Diesel</b>	Maximum Lift Capacity	<b>61.4 mt</b>
Net Horsepower	<b>227 hp</b>	Boom Base Length	<b>48.1 ft</b>

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$22,385.00	\$6,270.00	\$1,570.00	\$235.00	\$88.50	\$215.69
<b>Adjustments</b>						
Region ( Montana: 101.3%)	\$291.01	\$81.51	\$20.41	\$3.06		
Model Year (1989: 85.9%)	(\$3,197.32)	(\$895.56)	(\$224.25)	(\$33.57)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>\$19,478.69</b>	<b>\$5,455.95</b>	<b>\$1,366.16</b>	<b>\$204.49</b>	<b>\$88.50</b>	<b>\$199.17</b>

**Non-Active Use Rates**

Hourly

Standby Rate	\$53.12
Idling Rate	\$133.22

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	30%	\$6,715.50/mo
Overhaul (ownership)	52%	\$11,640.20/mo
CFC (ownership)	7%	\$1,566.95/mo
Indirect (ownership)	11%	\$2,462.35/mo
Fuel (operating) @ 3.01	25%	\$22.55/hr

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**Adjustments for 06-053 in MT Eq \*EARTHMOVING\* EXCAVATORS / ATTCH.**

November 6, 2018

**Komatsu PC300LC-7 (disc. 2007)**  
 Crawler Mounted Hydraulic Excavators

 Size Class:  
 33.1 - 40.0 MTons  
 Weight:  
 75,376 lbs.

**Configuration for PC300LC-7 (disc. 2007)**

Power Mode	<b>Diesel</b>	Net Horsepower	<b>246 hp</b>
Bucket Capacity - Heaped	<b>2.56 cu yd</b>	Operating Weight	<b>34.2 mt</b>

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$11,920.00	\$3,340.00	\$835.00	\$125.00	\$72.45	\$140.18
<b>Adjustments</b>						
Region ( Montana: 101.4%)	\$166.88	\$46.76	\$11.69	\$1.75		
Model Year (2006: 98.6%)	(\$169.22)	(\$47.41)	(\$11.85)	(\$1.77)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>\$11,917.66</b>	<b>\$3,339.35</b>	<b>\$834.84</b>	<b>\$124.98</b>	<b>\$72.45</b>	<b>\$140.16</b>

**Non-Active Use Rates**

	Hourly
Standby Rate	\$34.53
Idling Rate	\$98.81

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	37%	\$4,410.40/mo
Overhaul (ownership)	49%	\$5,840.80/mo
CFC (ownership)	7%	\$834.40/mo
Indirect (ownership)	7%	\$834.40/mo
Fuel (operating) @ 3.01	43%	\$31.10/hr

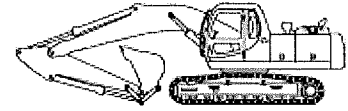
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**Adjustments for 06-047 in MT Eq \*EARTHMOVING\* EXCAVATORS / ATTCH.**

November 6, 2018

**Caterpillar 330C L (disc. 2006)**  
 Crawler Mounted Hydraulic Excavators

 Size Class:  
 33.1 - 40.0 MTons  
 Weight:  
 77,400 lbs.

**Configuration for 330C L (disc. 2006)**

Power Mode	<b>Diesel</b>	Net Horsepower	<b>244 hp</b>
Bucket Capacity - Heaped	<b>2.25 cu yd</b>	Operating Weight	<b>35.1 mt</b>

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$13,420.00	\$3,760.00	\$940.00	\$140.00	\$76.15	\$152.40
<b>Adjustments</b>						
Region ( Montana: 101.4%)	\$187.88	\$52.64	\$13.16	\$1.96		
Model Year (2005: 98.2%)	(\$244.94)	(\$68.63)	(\$17.16)	(\$2.56)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>\$13,362.94</b>	<b>\$3,744.01</b>	<b>\$936.00</b>	<b>\$139.40</b>	<b>\$76.15</b>	<b>\$152.08</b>

**Non-Active Use Rates**

Hourly

Standby Rate	\$38.72
Idling Rate	\$106.78

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	37%	\$4,965.40/mo
Overhaul (ownership)	49%	\$6,575.80/mo
CFC (ownership)	7%	\$939.40/mo
Indirect (ownership)	7%	\$939.40/mo
Fuel (operating) @ 3.01	41%	\$30.85/hr

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**Adjustments for 40-02 RLR BCKT in MT Eq \*EARTHMOVING\* EXCAVATORS / ATTCH.**

November 6, 2018

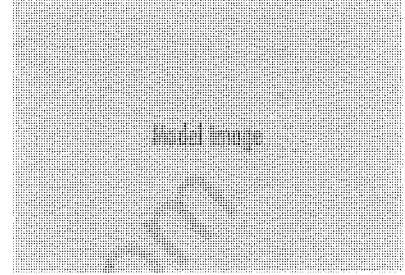
**Miscellaneous 46EXL**

Compaction Wheels For Backhoe Mounting

Size Class:

**Large-For Hyd Excav**

Weight:

**5,950 lbs.**

**Configuration for 46EXL**

Power Mode	<b>Manual</b>	Mounting Type	<b>Excavator Large</b>
Recommended Machine Weight	<b>22.7 MT - 49.9 MT</b>	Width	<b>46 in</b>

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$1,055.00	\$295.00	\$74.00	\$11.00	\$2.70	\$8.69
<b>Adjustments</b>						
Region ( Montana: 101.4%)	\$14.77	\$4.13	\$1.04	\$0.15		
Model Year (1996: 64.6%)	(\$378.70)	(\$105.89)	(\$26.56)	(\$3.95)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>\$691.07</b>	<b>\$193.24</b>	<b>\$48.48</b>	<b>\$7.20</b>	<b>\$2.70</b>	<b>\$6.63</b>

**Non-Active Use Rates**

	Hourly
Standby Rate	\$3.93
Idling Rate	\$3.93

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	84%	\$886.20/mo
Overhaul (ownership)	0%	\$0.00/mo
CFC (ownership)	6%	\$63.30/mo
Indirect (ownership)	10%	\$105.50/mo

Fuel cost data is not available for these rates.

Revised Date: 2nd Half 2018

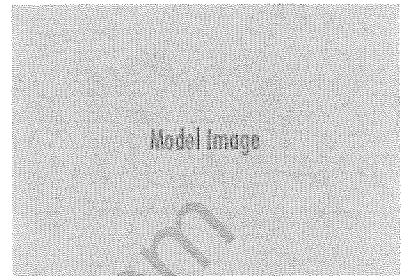
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**Adjustments for 21-168 in MT Eq \*ELECTRICAL\* GENERATORS**

November 6, 2018

**Miscellaneous DIESEL 60 KW**  
 Large Generator Sets

 Size Class:  
**51 - 100 KW**  
 Weight:  
 N/A

**Configuration for DIESEL 60 KW**

Power Mode	<b>Diesel</b>	Horsepower	<b>88</b>
Enclosure	<b>Enclosed</b>	Prime Output @ 60 Hz	<b>60 kW</b>

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$1,405.00	\$395.00	\$99.00	\$15.00	\$22.05	\$30.03
<b>Adjustments</b>						
Region ( Montana: 100.7%)	\$9.83	\$2.76	\$0.69	\$0.10		
Model Year (2006: 89.5%)	(\$148.56)	(\$41.77)	(\$10.47)	(\$1.59)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>\$1,266.27</b>	<b>\$355.99</b>	<b>\$89.22</b>	<b>\$13.51</b>	<b>\$22.05</b>	<b>\$29.24</b>

**Non-Active Use Rates**

	Hourly
Standby Rate	\$4.46
Idling Rate	\$21.49

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	41%	\$576.05/mo
Overhaul (ownership)	38%	\$533.90/mo
CFC (ownership)	7%	\$98.35/mo
Indirect (ownership)	14%	\$196.70/mo
Fuel (operating) @ 3.01	65%	\$14.30/hr

Revised Date: 2nd Half 2018

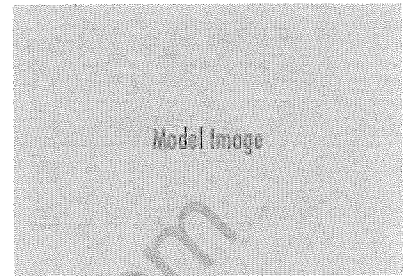
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**Adjustments for 21-169 in MT Eq \*ELECTRICAL\* GENERATORS**

November 6, 2018

**Miscellaneous DIESEL 30 KW**  
 Large Generator Sets

 Size Class:  
 20 - 50 KW  
 Weight:  
 N/A

**Configuration for DIESEL 30 KW**

Power Mode	<b>Diesel</b>	Horsepower	<b>48</b>
Enclosure	<b>Enclosed</b>	Prime Output @ 60 Hz	<b>30 kW</b>

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$985.00	\$275.00	\$69.00	\$10.00	\$13.35	\$18.95
<b>Adjustments</b>						
Region ( Montana: 100.7%)	\$6.89	\$1.92	\$0.48	\$0.07		
Model Year (2006: 89.5%)	(\$104.15)	(\$29.08)	(\$7.30)	(\$1.06)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>\$887.74</b>	<b>\$247.84</b>	<b>\$62.18</b>	<b>\$9.01</b>	<b>\$13.35</b>	<b>\$18.39</b>

**Non-Active Use Rates**

	Hourly
Standby Rate	\$3.13
Idling Rate	\$12.84

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	41%	\$403.85/mo
Overhaul (ownership)	38%	\$374.30/mo
CFC (ownership)	7%	\$68.95/mo
Indirect (ownership)	14%	\$137.90/mo
Fuel (operating) @ 3.01	58%	\$7.80/hr

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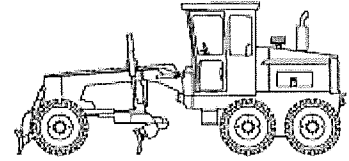
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**Adjustments for 08-015 in MT Eq \*EARTHMOVING\* DOZERS / GRADERS**

November 6, 2018

**Caterpillar 140H**  
 Articulated Frame Graders

 Size Class:  
 145 - 169 HP  
 Weight:  
 32,357 lbs.

**Configuration for 140H**

Power Mode	<b>Diesel</b>	Net Horsepower	<b>165 hp</b>
Operator Protection	<b>EROPS</b>	Moldboard Size	<b>12 ft</b>

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$7,130.00	\$1,995.00	\$500.00	\$75.00	\$40.60	\$81.11
<b>Adjustments</b>						
Region ( Montana: 101.2%)	\$85.56	\$23.94	\$6.00	\$0.90		
Model Year (1986: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>\$7,215.56</b>	<b>\$2,018.94</b>	<b>\$506.00</b>	<b>\$75.90</b>	<b>\$40.60</b>	<b>\$81.60</b>

**Non-Active Use Rates**

	Hourly
Standby Rate	\$20.91
Idling Rate	\$59.87

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	33%	\$2,352.90/mo
Overhaul (ownership)	49%	\$3,493.70/mo
CFC (ownership)	8%	\$570.40/mo
Indirect (ownership)	10%	\$713.00/mo
Fuel (operating) @ 3.01	46%	\$18.87/hr

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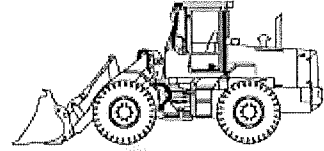
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**Adjustments for 09-63 in MT Eq \*EARTHMOVING\* LOADERS**

November 6, 2018

**Caterpillar 950H (disc. 2012)**  
 4-Wd Articulated Wheel Loaders

 Size Class:  
 175 - 199 HP  
 Weight:  
 40,435 lbs.

**Configuration for 950H (disc. 2012)**

Power Mode	<b>Diesel</b>	Net Horsepower	<b>197 hp</b>
Operator Protection	<b>EROPS</b>	Bucket Capacity - Heaped	<b>4 cu yd</b>

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$5,445.00	\$1,525.00	\$380.00	\$57.00	\$37.00	\$67.94
<b>Adjustments</b>						
Region ( Montana: 101.2%)	\$65.34	\$18.30	\$4.56	\$0.68		
Model Year (2012: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>\$5,510.34</b>	<b>\$1,543.30</b>	<b>\$384.56</b>	<b>\$57.68</b>	<b>\$37.00</b>	<b>\$68.31</b>

**Non-Active Use Rates**

	Hourly
Standby Rate	\$19.10
Idling Rate	\$50.40

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	41%	\$2,232.45/mo
Overhaul (ownership)	39%	\$2,123.55/mo
CFC (ownership)	9%	\$490.05/mo
Indirect (ownership)	11%	\$598.95/mo
Fuel (operating) @ 3.01	52%	\$19.09/hr

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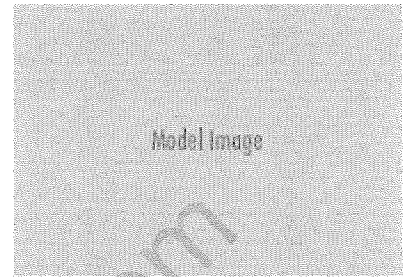
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**Adjustments for 14-167 in MT Eq \*PUMPS\* STANDARD**

November 6, 2018

**Miscellaneous 6" GASOLINE**  
 Self Priming Trash Pumps

 Size Class:  
**6" & Over**  
 Weight:  
**1,600 lbs.**

**Configuration for 6" GASOLINE**

Power Mode	<b>Gasoline</b>	Horsepower	<b>90</b>
CPB Rating	<b>70MT</b>	Pump Size	<b>6 in</b>
Pump Capacity	<b>90000 gal/hr</b>		

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$1,585.00	\$445.00	\$110.00	\$17.00	\$30.70	\$39.71
<b>Adjustments</b>						
Region ( Montana: 98.6%)	(\$22.19)	(\$6.23)	(\$1.54)	(\$0.24)		
Model Year (2008: 93.8%)	(\$96.89)	(\$27.20)	(\$6.72)	(\$1.04)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>\$1,465.92</b>	<b>\$411.57</b>	<b>\$101.74</b>	<b>\$15.72</b>	<b>\$30.70</b>	<b>\$39.03</b>

**Non-Active Use Rates**

	Hourly
Standby Rate	\$4.83
Idling Rate	\$32.52

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	45%	\$713.25/mo
Overhaul (ownership)	42%	\$665.70/mo
CFC (ownership)	4%	\$63.40/mo
Indirect (ownership)	9%	\$142.65/mo
Fuel (operating) @ 2.56	79%	\$24.19/hr

Revised Date: 2nd Half 2018

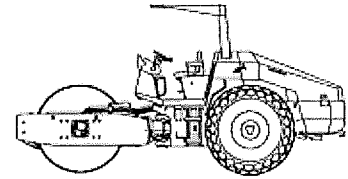
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**Adjustments for 11-043 in MT Eq COMPACTORS**

November 6, 2018

**Ingersoll Rand SD70F (disc. 2006)**  
 Single Drum Vibratory Compactors

 Size Class:  
 5.0 - 7.9 MTons  
 Weight:  
 17,780 lbs.

**Configuration for SD70F (disc. 2006)**

Drum Type	Padfoot	Drum Width	66 in
Power Mode	Diesel	Net Horsepower	99 hp

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$3,735.00	\$1,045.00	\$260.00	\$39.00	\$29.95	\$51.17
<b>Adjustments</b>						
Region ( Montana: 99.3%)	(\$26.15)	(\$7.32)	(\$1.82)	(\$0.27)		
Model Year (2002: 96.5%)	(\$129.81)	(\$36.32)	(\$9.04)	(\$1.36)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>\$3,579.04</b>	<b>\$1,001.36</b>	<b>\$249.14</b>	<b>\$37.37</b>	<b>\$29.95</b>	<b>\$50.29</b>

**Non-Active Use Rates**

	Hourly
Standby Rate	\$14.64
Idling Rate	\$28.09

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	50%	\$1,867.50/mo
Overhaul (ownership)	28%	\$1,045.80/mo
CFC (ownership)	10%	\$373.50/mo
Indirect (ownership)	12%	\$448.20/mo
Fuel (operating) @ 3.01	26%	\$7.75/hr

Revised Date: 2nd Half 2018

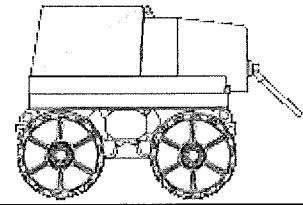
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**Adjustments for 11-069 in MT Eq COMPACTORS**

November 6, 2018

**Wacker Neuson RT82-SC (disc. 2013)**  
 Trench Compactors

 Size Class:  
**26 - 34 Inches**  
 Weight:  
**3,247 lbs.**

**Configuration for RT82-SC (disc. 2013)**

Drum Width	<b>32 in</b>	Number of Drums	<b>4</b>
Power Mode	<b>Diesel</b>	Net Horsepower	<b>18 hp</b>

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$3,320.00	\$930.00	\$235.00	\$35.00	\$11.25	\$30.11
<b>Adjustments</b>						
Region ( Montana: 99.3%)	(\$23.24)	(\$6.51)	(\$1.65)	(\$0.25)		
Model Year (2005: 93%)	(\$230.77)	(\$64.64)	(\$16.33)	(\$2.43)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>\$3,065.99</b>	<b>\$858.85</b>	<b>\$217.02</b>	<b>\$32.32</b>	<b>\$11.25</b>	<b>\$28.67</b>

**Non-Active Use Rates**

	Hourly
Standby Rate	\$7.84
Idling Rate	\$19.63

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	33%	\$1,095.60/mo
Overhaul (ownership)	55%	\$1,826.00/mo
CFC (ownership)	5%	\$166.00/mo
Indirect (ownership)	7%	\$232.40/mo
Fuel (operating) @ 3.01	20%	\$2.21/hr

Revised Date: 2nd Half 2018

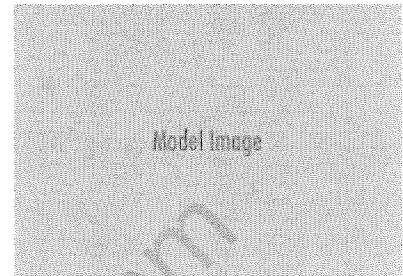
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**Adjustments for 03-066 in MT Eq \*TRUCKS\* HEAVY DUTY**

November 6, 2018

**Miscellaneous 4X2 30KGVW DSL**  
 On-Highway Flatbed Trucks

 Size Class:  
**26,001 - 33,000 GVW**  
 Weight:  
**8,994 lbs.**

**Configuration for 4X2 30KGVW DSL**

Axle Configuration	<b>4X2</b>	Power Mode	<b>Diesel</b>
Horsepower	<b>217</b>	Maximum Gross Vehicle Weight	<b>30000 lbs</b>

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$1,900.00	\$530.00	\$135.00	\$20.00	\$20.60	\$31.40
<b>Adjustments</b>						
Region ( Montana: 100.3%)	\$5.70	\$1.59	\$0.41	\$0.06		
Model Year (1995: 79.8%)	(\$384.95)	(\$107.38)	(\$27.35)	(\$4.05)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>\$1,520.75</b>	<b>\$424.21</b>	<b>\$108.06</b>	<b>\$16.01</b>	<b>\$20.60</b>	<b>\$29.24</b>

**Non-Active Use Rates**

	Hourly
Standby Rate	\$5.88
Idling Rate	\$21.44

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	49%	\$931.00/mo
Overhaul (ownership)	32%	\$608.00/mo
CFC (ownership)	7%	\$133.00/mo
Indirect (ownership)	12%	\$228.00/mo
Fuel (operating) @ 3.01	62%	\$12.80/hr

Revised Date: 2nd Half 2018

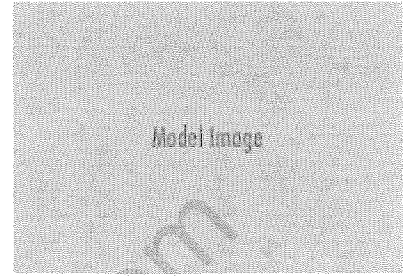
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**Rental Rate Blue Book®**

November 6, 2018

**GMC/CHEVY 1500**  
 On-Highway Light Duty Trucks

 Size Class:  
**200 - 299 HP**  
 Weight:  
 N/A

**Configuration for 1500**

Axle Configuration	<b>4 x 4</b>	Power Mode	<b>Gasoline</b>
Cab Type	<b>Crew</b>	Horsepower	<b>280 hp</b>
Ton Rating	<b>1 / 2</b>		

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$1,180.00	\$330.00	\$83.00	\$12.00	\$17.95	\$24.65
<b>Adjustments</b>						
Region ( Montana: 100.3%)	\$3.54	\$0.99	\$0.25	\$0.04		
Model Year (2018: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>\$1,183.54</b>	<b>\$330.99</b>	<b>\$83.25</b>	<b>\$12.04</b>	<b>\$17.95</b>	<b>\$24.67</b>

**Non-Active Use Rates**

	Hourly
Standby Rate	\$4.84
Idling Rate	\$20.34

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	57%	\$672.60/mo
Overhaul (ownership)	28%	\$330.40/mo
CFC (ownership)	5%	\$59.00/mo
Indirect (ownership)	10%	\$118.00/mo
Fuel (operating) @ 2.56	76%	\$13.62/hr

Revised Date: 2nd Half 2018

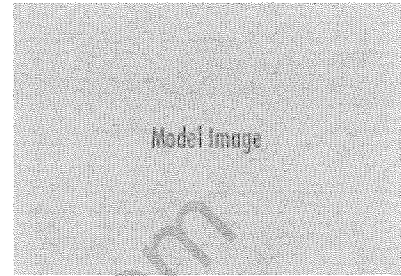
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**Rental Rate Blue Book®**

November 6, 2018

**GMC/CHEVY 2500**  
 On-Highway Light Duty Trucks

 Size Class:  
**200 - 299 HP**  
 Weight:  
 N/A

**Configuration for 2500**

Axle Configuration	<b>4 x 2</b>	Power Mode	<b>Gasoline</b>
Cab Type	<b>Crew</b>	Horsepower	<b>280 hp</b>
Ton Rating	<b>3 / 4</b>		

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$1,075.00	\$300.00	\$75.00	\$11.00	\$17.75	\$23.86
<b>Adjustments</b>						
Region ( Montana: 100.3%)	\$3.23	\$0.90	\$0.23	\$0.03		
Model Year (2018: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>\$1,078.23</b>	<b>\$300.90</b>	<b>\$75.23</b>	<b>\$11.03</b>	<b>\$17.75</b>	<b>\$23.88</b>

**Non-Active Use Rates**

	Hourly
Standby Rate	\$4.41
Idling Rate	\$19.75

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	57%	\$612.75/mo
Overhaul (ownership)	28%	\$301.00/mo
CFC (ownership)	5%	\$53.75/mo
Indirect (ownership)	10%	\$107.50/mo
Fuel (operating) @ 2.56	77%	\$13.62/hr

Revised Date: 2nd Half 2018

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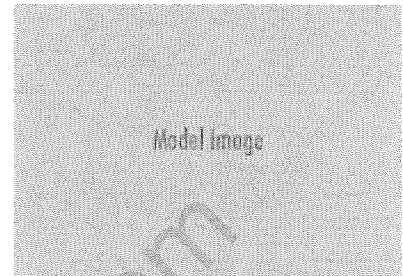
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**Adjustments for 02-210 in MT Eq \*TRUCKS\* LIGHT DUTY**

November 6, 2018

**Miscellaneous 4X4 3/4 285 CONV GAS**

On-Highway Light Duty Trucks

 Size Class:  
 200 - 299 HP  
 Weight:  
 N/A

**Configuration for 4X4 3/4 285 CONV GAS**

Axle Configuration	<b>4X4</b>	Power Mode	<b>Gasoline</b>
Horsepower	<b>285</b>	Cab Type	<b>Conventional</b>
Ton Rating	<b>3/4</b>		

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$840.00	\$235.00	\$59.00	\$9.00	\$17.60	\$22.37
<b>Adjustments</b>						
Region ( Montana: 100.3%)	\$2.52	\$0.71	\$0.18	\$0.03		
Model Year (2012: 95.8%)	(\$35.39)	(\$9.90)	(\$2.49)	(\$0.38)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>\$807.13</b>	<b>\$225.81</b>	<b>\$56.69</b>	<b>\$8.65</b>	<b>\$17.60</b>	<b>\$22.19</b>

**Non-Active Use Rates**

	<b>Hourly</b>
Standby Rate	\$3.30
Idling Rate	\$18.45

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	57%	\$478.80/mo
Overhaul (ownership)	28%	\$235.20/mo
CFC (ownership)	5%	\$42.00/mo
Indirect (ownership)	10%	\$84.00/mo
Fuel (operating) @ 2.56	79%	\$13.86/hr

Revised Date: 2nd Half 2018

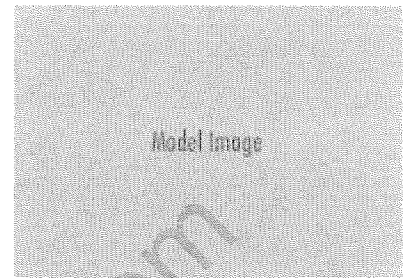
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**Adjustments for 03-082 in MT Eq \*TRUCKS\* HEAVY DUTY**

November 6, 2018

**Miscellaneous 6X4 75KGVW DSL**  
 On-Highway Truck Tractors

 Size Class:  
**60,001 GVW & Over**  
 Weight:  
**19,688 lbs.**

**Configuration for 6X4 75KGVW DSL**

Axle Configuration	<b>6X4</b>	Power Mode	<b>Diesel</b>
Horsepower	<b>400</b>	Maximum Gross Vehicle Weight	<b>75000 lbs</b>

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$4,080.00	\$1,140.00	\$285.00	\$43.00	\$46.90	\$70.08
<b>Adjustments</b>						
Region ( Montana: 100.3%)	\$12.24	\$3.42	\$0.86	\$0.13		
Model Year (2015: 98.6%)	(\$57.29)	(\$16.01)	(\$4.00)	(\$0.60)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>\$4,034.95</b>	<b>\$1,127.41</b>	<b>\$281.86</b>	<b>\$42.53</b>	<b>\$46.90</b>	<b>\$69.83</b>

**Non-Active Use Rates**

	Hourly
Standby Rate	\$12.84
Idling Rate	\$52.43

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	42%	\$1,713.60/mo
Overhaul (ownership)	44%	\$1,795.20/mo
CFC (ownership)	5%	\$204.00/mo
Indirect (ownership)	9%	\$367.20/mo
Fuel (operating) @ 3.01	63%	\$29.50/hr

Revised Date: 2nd Half 2018

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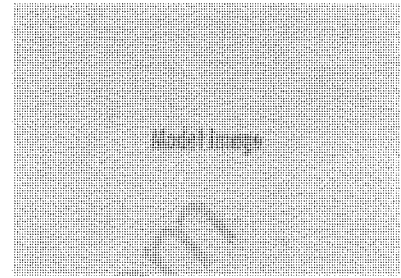
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**Adjustments for 03-071 in MT Eq \*TRUCKS\* HEAVY DUTY**

November 6, 2018

**Miscellaneous DSL 6X4 4000**  
 On-Highway Water Tankers

 Size Class:  
**200 HP & Over**  
 Weight:  
**14,000 lbs.**

**Configuration for DSL 6X4 4000**

Power Mode	<b>Diesel</b>	Horsepower	<b>250</b>
Tank Capacity	<b>4000 gal</b>		

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$3,870.00	\$1,085.00	\$270.00	\$41.00	\$33.85	\$55.84
<b>Adjustments</b>						
Region ( Montana: 100.3%)	\$11.61	\$3.26	\$0.81	\$0.12		
Model Year (2006: 88.9%)	(\$430.86)	(\$120.80)	(\$30.06)	(\$4.56)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>\$3,450.75</b>	<b>\$967.46</b>	<b>\$240.75</b>	<b>\$36.56</b>	<b>\$33.85</b>	<b>\$53.46</b>

**Non-Active Use Rates**

Hourly

Standby Rate	\$13.53
Idling Rate	\$38.42

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	50%	\$1,935.00/mo
Overhaul (ownership)	31%	\$1,199.70/mo
CFC (ownership)	7%	\$270.90/mo
Indirect (ownership)	12%	\$464.40/mo
Fuel (operating) @ 3.01	56%	\$18.81/hr

Revised Date: 2nd Half 2018

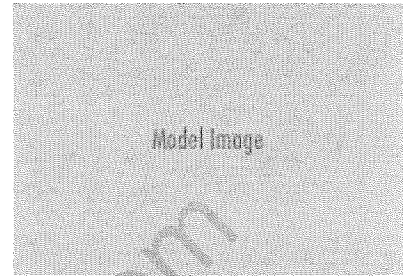
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**Adjustments for 04-128 in MT Eq \*TRAILERS\* WORK**

November 6, 2018

**Load King 2066-40-3**  
 Off-Highway Bottom Dump Trailers

 Size Class:  
**To 99 MTons**  
 Weight:  
**14,700 lbs.**

**Configuration for 2066-40-3**

 Payload **33 t** Capacity **20 cu yd**
**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$3,605.00	\$1,010.00	\$255.00	\$38.00	\$20.15	\$40.63
<b>Adjustments</b>						
Region ( Montana: 99.5%)	(\$18.02)	(\$5.05)	(\$1.27)	(\$0.19)		
Model Year (2010: 97.3%)	(\$96.85)	(\$27.13)	(\$6.85)	(\$1.02)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>\$3,490.13</b>	<b>\$977.82</b>	<b>\$246.88</b>	<b>\$36.79</b>	<b>\$20.15</b>	<b>\$39.98</b>

**Non-Active Use Rates**

Hourly

Standby Rate	\$7.34
Idling Rate	\$19.83

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	28%	\$1,009.40/mo
Overhaul (ownership)	63%	\$2,271.15/mo
CFC (ownership)	3%	\$108.15/mo
Indirect (ownership)	6%	\$216.30/mo

Fuel cost data is not available for these rates.

Revised Date: 2nd Half 2018

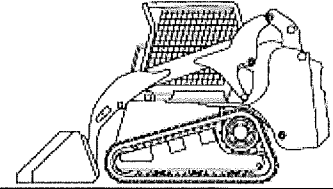
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**Rental Rate Blue Book®**

November 6, 2018

**Caterpillar 279D**  
 Compact Track Loaders

 Size Class:  
 1751 - 2200 lbs  
 Weight:  
 N/A

**Configuration for 279D**

Power Mode	<b>Diesel</b>	Net Horsepower	<b>73 hp</b>
Operator Protection	<b>ROPS/FOPS</b>	Oper. Cap. (35% of Tip Load)	<b>2055 lbs</b>

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$4,390.00	\$1,230.00	\$310.00	\$47.00	\$18.05	\$42.99
<b>Adjustments</b>						
Region ( Montana: 101.2%)	\$52.68	\$14.76	\$3.72	\$0.56		
Model Year (2018: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>\$4,442.68</b>	<b>\$1,244.76</b>	<b>\$313.72</b>	<b>\$47.56</b>	<b>\$18.05</b>	<b>\$43.29</b>

**Non-Active Use Rates**

	Hourly
Standby Rate	\$12.37
Idling Rate	\$33.37

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	35%	\$1,536.50/mo
Overhaul (ownership)	51%	\$2,238.90/mo
CFC (ownership)	5%	\$219.50/mo
Indirect (ownership)	9%	\$395.10/mo
Fuel (operating) @ 3.01	45%	\$8.13/hr

Revised Date: 2nd Half 2018

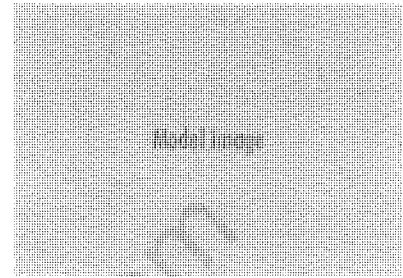
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**Adjustments for 05-033 in MT Eq \*TRAILERS\* OFFICE**

November 6, 2018

**Miscellaneous 8X20**  
 Standard Field Office Trailers

 Size Class:  
 All  
 Weight:  
 2,900 lbs.

**Configuration for 8X20**

 Trailer Size **8' X 20'**
**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$190.00	\$53.00	\$13.00	\$2.00	\$0.95	\$2.03
<b>Adjustments</b>						
Region ( Montgomery, Alabama: 96.8%)	(\$6.08)	(\$1.70)	(\$0.42)	(\$0.06)		
Model Year (2016: 98.1%)	(\$3.49)	(\$0.97)	(\$0.24)	(\$0.04)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>\$180.43</b>	<b>\$50.33</b>	<b>\$12.34</b>	<b>\$1.90</b>	<b>\$0.95</b>	<b>\$1.98</b>

**Non-Active Use Rates**

	Hourly
Standby Rate	\$0.74
Idling Rate	\$1.03

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	50%	\$95.00/mo
Overhaul (ownership)	28%	\$53.20/mo
CFC (ownership)	7%	\$13.30/mo
Indirect (ownership)	15%	\$28.50/mo

Fuel cost data is not available for these rates.

Revised Date: 2nd Half 2018

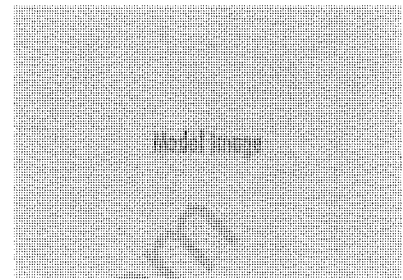
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**Adjustments for 14-011 in MT Eq \*PUMPS\* STANDARD**

November 6, 2018

**Miscellaneous 40M DIESEL ELECTRIC START**  
 Heavy Duty Centrifugal Pumps

 Size Class:  
 4" - 6"  
 Weight:  
 1,000 lbs.

**Configuration for 40M DIESEL ELECTRIC START**

Power Mode	<b>Diesel</b>	Horsepower	<b>45</b>
CPB Rating	<b>40M</b>	Size	<b>4 in</b>
Pump Capacity	<b>40000 gal/hr</b>		

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$1,375.00	\$385.00	\$96.00	\$14.00	\$12.30	\$20.11
<b>Adjustments</b>						
Region ( 100%)	-	-	-	-		
Model Year (2001: 94.4%)	(\$77.00)	(\$21.56)	(\$5.38)	(\$0.78)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>\$1,298.00</b>	<b>\$363.44</b>	<b>\$90.62</b>	<b>\$13.22</b>	<b>\$12.30</b>	<b>\$19.68</b>

**Non-Active Use Rates**

	<b>Hourly</b>
Standby Rate	\$2.51
Idling Rate	\$12.81

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	22%	\$302.50/mo
Overhaul (ownership)	66%	\$907.50/mo
CFC (ownership)	4%	\$55.00/mo
Indirect (ownership)	8%	\$110.00/mo
Fuel (operating) @ 3.01	44%	\$5.43/hr

Revised Date: 2nd Half 2018

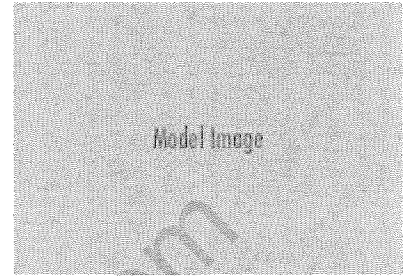
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**Adjustments for 14-135 in MT Eq \*PUMPS\* DEWATERING**

November 6, 2018

**Miscellaneous 90M DIESEL ELECTRIC START**  
 Heavy Duty Centrifugal Pumps

 Size Class:  
 4" - 6"  
 Weight:  
 1,900 lbs.

**Configuration for 90M DIESEL ELECTRIC START**

Power Mode	<b>Diesel</b>	Horsepower	<b>70</b>
CPB Rating	<b>90M</b>	Size	<b>6 in</b>
Pump Capacity	<b>90000 gal/hr</b>		

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$1,605.00	\$450.00	\$115.00	\$17.00	\$16.25	\$25.37
<b>Adjustments</b>						
Region ( 100%)	-	-	-	-		
Model Year (2016: 99.4%)	(\$9.63)	(\$2.70)	(\$0.69)	(\$0.10)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>\$1,595.37</b>	<b>\$447.30</b>	<b>\$114.31</b>	<b>\$16.90</b>	<b>\$16.25</b>	<b>\$25.31</b>

**Non-Active Use Rates**

Hourly

Standby Rate	\$3.08
Idling Rate	\$17.51

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	22%	\$353.10/mo
Overhaul (ownership)	66%	\$1,059.30/mo
CFC (ownership)	4%	\$64.20/mo
Indirect (ownership)	8%	\$128.40/mo
Fuel (operating) @ 3.01	52%	\$8.45/hr

Revised Date: 2nd Half 2018

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

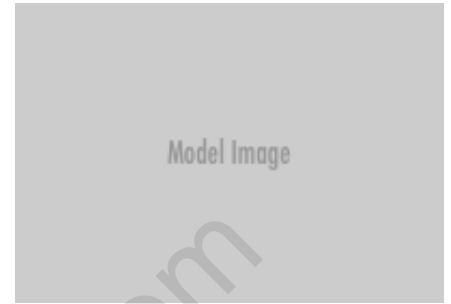
The equipment represented in this report has been exclusively prepared for RICK MORRISON (rmorrison@copconstruction.com)

**Adjustments for 03-079 in MT Eq \*TRUCKS\* HEAVY DUTY**

November 9, 2018

**Miscellaneous 6X4 12YD 50KGWV**

On-Highway Rear Dumps

 Size Class:  
**45,001 - 60,000 GVW**  
 Weight:  
**14,607 lbs.**

**Configuration for 6X4 12YD 50KGWV**

Struck Capacity	<b>10 cu yd - 12 cu yd</b>	Axle Configuration	<b>6X4</b>
Power Mode	<b>Diesel</b>	Horsepower	<b>400</b>
Maximum Gross Vehicle Weight	<b>50000 lbs</b>		

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$3,770.00	\$1,055.00	\$265.00	\$40.00	\$49.80	\$71.22
<b>Adjustments</b>						
Region ( 100%)	-	-	-	-		
Model Year (2006: 87.8%)	(\$459.94)	(\$128.71)	(\$32.33)	(\$4.88)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>\$3,310.06</b>	<b>\$926.29</b>	<b>\$232.67</b>	<b>\$35.12</b>	<b>\$49.80</b>	<b>\$68.61</b>

**Non-Active Use Rates**

	<b>Hourly</b>
Standby Rate	\$12.79
Idling Rate	\$52.52

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	51%	\$1,922.70/mo
Overhaul (ownership)	32%	\$1,206.40/mo
CFC (ownership)	6%	\$226.20/mo
Indirect (ownership)	11%	\$414.70/mo
Fuel (operating) @ 3.01	68%	\$33.71/hr

Revised Date: 2nd Half 2018

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for RICK MORRISON (morrison@copconstruction.com)

**Exhibit C**  
**CM/GC Fee**



# COP Construction LLC

## Exhibit C: CM/GC Fee Proposal Form

**Project Information:** City of Billings City County Drain

A fee for the work expressed as a percentage of the total construction cost. The fee includes the Contractor's profit and the portion of home office overhead (G&A: General and Administrative Costs) allocated to the project. The fixed fee percentage will be used in project estimates and the contract. The multiplier is identified as a percentage and carried out to two (2) decimal points (e.g., 00.00%).

---

**CM/GC Construction Fee:**

13 . 00 %

**Exhibit D**  
**30% Schedule**

Activity ID	Activity Name	Start	Finish	Original Duration	Total Float	2018												2019											
						November			December			January			February			March			April			May			June		
						12	19	26	03	10	17	24	31	07	14	21	28	04	11	18	25	04	11	18	25	01	08	15	22
<b>WO 18-30 City/County Drain Mitig...</b>		<b>Dec-03-18</b>	<b>May-01-19</b>	<b>108</b>	<b>0</b>	May-01-19, WO 18-30 C																							
A1000	Notice to Proceed	Dec-03-18*		0	0	◆ Notice to Proceed																							
A1010	Mobilization	Dec-03-18	Dec-06-18	4	0	■ Mobilization																							
A1020	Clear & Grub	Dec-06-18	Dec-12-18	5	0	■ Clear & Grub																							
A1030	Dewatering	Dec-10-18	Dec-28-18	15	0	■ Dewatering																							
A1040	Remove Dike	Dec-10-18	Dec-11-18	2	2	■ Remove Dike																							
A1050	Outlet Structure	Dec-12-18	Dec-25-18	10	2	■ Outlet Structure																							
A1055	Start Winter Shutdown	Dec-28-18*		0	0	◆ Start Winter Shutdown																							
A1056	End Winter Shutdown		Feb-01-19*	0	0	◆ End Winter Shutdown																							
A1060	Pipe Delivery	Feb-01-19	Mar-25-19	37	0	■ Pipe Delivery																							
A1070	48" RCP	Feb-11-19	Apr-01-19	36	0	■ 48" RCP																							
A1080	Diversion Structure	Feb-25-19	Apr-12-19	35	0	■ Diversion Structure																							
A1090	Gate Delivery	Apr-12-19	Apr-12-19	1	0	■ Gate Delivery																							
A1100	Control Gate	Apr-15-19	Apr-19-19	5	0	■ Control Gate																							
A1110	Electrical	Apr-15-19	Apr-26-19	10	0	■ Electrical																							
A1120	AC Paving	May-01-19	May-01-19	1	0	■ AC Paving																							
A1130	Seeding	Apr-30-19	May-01-19	2	0	■ Seeding																							

■ Remaining Level of Effort   
 ■ Actual Work   
 ■ Critical Remaining W...  
■ Actual Level of Effort   
 ■ Remaining Work   
 ◆ Milestone

**Exhibit F**  
**State Prevailing Wage Rates**

**MONTANA  
PREVAILING WAGE RATES FOR HEAVY CONSTRUCTION SERVICES 2018**

**Effective: January 27, 2018**

**Steve Bullock, Governor  
State of Montana**

**Galen Hollenbaugh, Commissioner  
Department of Labor and Industry**

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ERD at [www.mtwagehourbopa.com](http://www.mtwagehourbopa.com) or contact:

Employment Relations Division  
Montana Department of Labor and Industry  
P. O. Box 201503  
Helena, MT 59620-1503  
Phone 406-444-5600  
TDD 406-444-5549

**The Labor Standards Bureau welcomes questions, comments, and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.**

**MONTANA PREVAILING WAGE REQUIREMENTS**

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated (MCA), has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of Section 18-2-401, et seq., MCA. It is required each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance, zone pay and per diem applicable to the district in which the work is being performed as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the internet at [www.mtwagehourbopa.com](http://www.mtwagehourbopa.com) or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at [www.mtwagehourbopa.com](http://www.mtwagehourbopa.com) or contact the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

GALEN HOLLENBAUGH  
Commissioner  
Department of Labor and Industry  
State of Montana

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## **A. Date of Publication January 27, 2018**

## **B. Definition of Heavy Construction**

The Administrative Rules of Montana (ARM), 24.17.501(4) – (4)(a), states “*Heavy construction projects include, but are not limited to, those projects that are not properly classified as either ‘building construction’, or ‘highway construction.’*”

*Heavy construction projects include, but are not limited to, antenna towers, bridges (major bridges designed for commercial navigation), breakwaters, caissons (other than building or highway), canals, channels, channel cut-offs, chemical complexes or facilities (other than buildings), cofferdams, coke ovens, dams, demolition (not incidental to construction), dikes, docks, drainage projects, dredging projects, electrification projects (outdoor), fish hatcheries, flood control projects, industrial incinerators (other than building), irrigation projects, jetties, kilns, land drainage (not incidental to other construction), land leveling (not incidental to other construction), land reclamation, levees, locks and waterways, oil refineries (other than buildings), pipe lines, ponds, pumping stations (prefabricated drop-in units – not buildings), railroad construction, reservoirs, revetments, sewage collection and disposal lines, sewers (sanitary, storm, etc.), shoreline maintenance, ski tows, storage tanks, swimming pools (outdoor), subways (other than buildings), tipples, tunnels, unsheltered piers and wharves, viaducts (other than highway), water mains, waterway construction, water supply lines (not incidental to building), water and sewage treatment plants (other than buildings) and wells.”*

## **C. Definition of Public Works Contract**

Section 18-2-401(11)(a), MCA defines “public works contract” as “...*a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000...*”.

## **D. Prevailing Wage Schedule**

This publication covers only Heavy Construction occupations and rates in the specific localities mentioned herein. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Building Construction, Highway Construction and Nonconstruction Services occupations can be found on the internet at [www.mtwagehourbopa.com](http://www.mtwagehourbopa.com) or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

## **E. Rates to Use for Projects**

ARM, 24.17.127(1)(c), states “*The wage rates applicable to a particular public works project are those in effect at the time the bid specifications are advertised.*”

## **F. Wage Rate Adjustments for Multiyear Contracts**

Section 18-2-417, MCA states:

*“(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.*

*(2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract.*

*(3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency.”*

## **G. Fringe Benefits**

Section 18-2-412, MCA states:

*“(1) To fulfill the obligation...a contractor or subcontractor may:*

*(a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;*

*(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or*

*(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.*

*(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor.”*

Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

## **H. Dispatch City**

ARM, 24.17.103(11), defines dispatch city as *“...the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, and Missoula.”*

## **I. Zone Pay**

Zone pay is not travel pay. ARM, 24.17.103(24), defines zone pay as *“...an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job.”* See section H above for a list of dispatch cities.

## **J. Computing Travel Benefits**

ARM, 24.17.103(22), states *“ ‘Travel pay,’ also referred to as ‘travel allowance,’ is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee's home, whichever is closer, to the center of the job.”* See section H above for a list of dispatch cities.

## **K. Per Diem**

ARM, 24.17.103(18), states *“ ‘Per diem’ typically covers costs associated with board and lodging expenses. Per diem is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer.”*

## **L. Apprentices**

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, Section 18-2-416(2), MCA states, *“...The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract.”* Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate journey level prevailing wage rate when working on a public works contract.



### **M. Posting Notice of Prevailing Wages**

Section 18-2-406, MCA, provides that contractors, subcontractors, and employers who are “...performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees.”

### **N. Employment Preference**

Sections 18-2-403 and 18-2-409, MCA require contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

### **O. Projects of a Mixed Nature**

Section 18-2-408, MCA states:

*“(1) The contracting agency shall determine, based on the preponderance of labor hours to be worked, whether the public works construction services project is classified as a highway construction project, a heavy construction project, or a building construction project.*

*“(2) Once the project has been classified, employees in each trade classification who are working on that project must be paid at the rate for that project classification”*

### **P. Occupations Definitions**

You can find definitions for these occupations on the following Bureau of Labor Statistics website:

[http://www.bls.gov/oes/current/oes\\_stru.htm](http://www.bls.gov/oes/current/oes_stru.htm)

### **Q. Welder Rates**

Welders receive the rate prescribed for the craft performing an operation to which welding is incidental.

### **R. Foreman Rates**

Rates are no longer set for foremen. However, if a foreman performs journey level work, the foreman must be paid at least the journey level rate.

### **S. Proper Classification for Pipefitter and Laborer/Pipelayer Work on Water and Waste Water Treatment Plants \***

The proper classification for the following work is Pipefitter, when it is performed inside a building structure or performed at a location which will later be inside of a building: Joining steel pipe larger than 12 inches in diameter with bolted flange connections that has been pre-fabricated off site and does not require any modification such as cutting, grinding, welding, or other fabrication in order to be installed. All other work previously classified as pipefitter remains in that classification. The proper classification for that work when it is at a location that will always be outside a building is Pipelayer, which is under the Laborer Group 3 classification.

\* Corrected April 28, 2018

# WAGE RATES

## BOILERMAKERS

<b>Wage</b>	<b>Benefit</b>
\$30.25	\$30.30

### Duties Include:

Construct, assemble, maintain, and repair stationary steam boilers, boiler house auxiliaries, process vessels, pressure vessels and penstocks. Bulk storage tanks and bolted steel tanks.

### Travel:

0-120 mi. free zone  
>120 mi. federal mileage rate/mi.

### Special Provision:

Travel is paid only at the beginning and end of the job.

### Per Diem:

0-70 mi. free zone  
>70-120 mi. \$55.00/day  
>120 mi. \$70.00/day

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## BRICK, BLOCK, AND STONE MASONS

<b>Wage</b>	<b>Benefit</b>
\$31.07	\$13.90

### Travel:

0-20 mi. free zone  
>20-35 mi. \$30.00/day  
>35-55 mi. \$35.00/day  
>55 mi. \$65.00/day

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## CARPENTERS

<b>Wage</b>	<b>Benefit</b>
\$29.00	\$13.07

### Zone Pay:

0-30 mi. free zone  
>30-60 mi. base pay + \$4.00/hr.  
>60 mi. base pay + \$6.00/hr.

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## CEMENT MASONS AND CONCRETE FINISHERS

<b>Wage</b>	<b>Benefit</b>
\$21.73	\$10.51

### Duties Include:

Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, or curbs. Align forms for sidewalks, curbs, or gutters.

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### Zone Pay:

0-30 mi. free zone  
>30-60 mi. base pay + \$2.95/hr.  
>60 mi. base pay + \$4.75/hr.

## CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

<b>Wage</b>	<b>Benefit</b>
\$26.41	\$12.20

### This group includes but is not limited to:

Air Compressor; Auto Fine Grader; Belt Finishing; Boring Machine (Small); Cement Silo; Crane, A-Frame Truck Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form Grader; Front-End Loader, under 1 cu. yd; Oiler, Heavy Duty Drills; Herman Nelson Heater; Mucking Machine; Oiler, All Except Cranes/Shovels; Pumpman.

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### Zone Pay:

0-30 mi. free zone  
>30-60 mi. base pay + \$3.50/hr.  
>60 mi. base pay + \$5.50/hr.

## CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

<b>Wage</b>	<b>Benefit</b>
\$27.20	\$12.20

### This group includes but is not limited to:

Air Doctor; Backhoe\Excavator\Shovel, up to and incl. 3 cu. yds; Bit Grinder; Bituminous Paving Travel Plant; Boring Machine, Large; Broom, Self-Propelled; Concrete Travel Batcher; Concrete Float & Spreader; Concrete Bucket Dispatcher; Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer, Rubber-Tired, Push, & Side Boom; Elevating Grader\Gradall; Field Equipment Serviceman; Front-End Loader, 1 cu. yd up to and incl. 5 cu. yds; Grade Setter; Heavy Duty Drills, All Types; Hoist\Tugger, All; Hydralift Forklifts & Similar; Industrial Locomotive; Motor Patrol (except finish); Mountain Skidder; Oiler, Cranes\Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete\Grout Machine; Punch Truck; Roller, other than Asphalt; Roller, Sheepsfoot (Self-Propelled); Roller, 25 tons and over; Ross Carrier; Rotomill, under 6 ft; Trenching Machine; Washing /Screening Plant

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### Zone Pay:

0-30 mi. free zone  
>30-60 mi. base pay + \$3.50/hr.  
>60 mi. base pay + \$5.50/hr.

### CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

<b>Wage</b>	<b>Benefit</b>
\$28.45	\$12.20

**Zone Pay:**  
0-30 mi. free zone  
>30-60 mi. base pay + \$3.50/hr.  
>60 mi. base pay + \$5.50/hr.

**This group includes but is not limited to:**  
Asphalt Paving Machine; Asphalt Screed;  
Backhoe\Excavator\Shovel, over 3 cu. yds; Cableway  
Highline; Concrete Batch Plant; Concrete Curing  
Machine; Concrete Pump; Cranes, Creter; Cranes,  
Electric Overhead; Cranes, 24 tons and under; Curb  
Machine\Slip Form Paver; Finish Dozer; Front-End  
Loader, over 5 cu. yds; Mechanic\Welder; Pioneer  
Dozer; Roller Asphalt (Breakdown & Finish); Rotomill,  
over 6 ft; Scraper, Single, Twin, or Pulling Belly-Dump;  
YO-YO Cat.

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### CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

<b>Wage</b>	<b>Benefit</b>
\$29.45	\$12.20

**Zone Pay:**  
0-30 mi. free zone  
>30-60 mi. base pay + \$3.50/hr.  
>60 mi. base pay + \$5.50/hr.

**This group includes but is not limited to:**  
Asphalt\Hot Plant Operator; Cranes, 25 tons up to and  
incl. 44 tons; Crusher Operator; Finish Motor Patrol;  
Finish Scraper.

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### CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

<b>Wage</b>	<b>Benefit</b>
\$30.45	\$12.20

**Zone Pay:**  
0-30 mi. free zone  
>30-60 mi. base pay + \$3.50/hr.  
>60 mi. base pay + \$5.50/hr.

**This group includes but is not limited to:**  
Cranes, 45 tons up to and incl. 74 tons.

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### CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

<b>Wage</b>	<b>Benefit</b>
\$31.45	\$12.20

**Zone Pay:**  
0-30 mi. free zone  
>30-60 mi. base pay + \$3.50/hr.  
>60 mi. base pay + \$5.50/hr.

**This group includes but is not limited to:**  
Cranes, 75 tons up to and incl. 149 tons; Cranes,  
Whirley (All).

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## CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

<b>Wage</b>	<b>Benefit</b>
\$32.45	\$12.20

**Zone Pay:**  
0-30 mi. free zone  
>30-60 mi. base pay + \$3.50/hr.  
>60 mi. base pay + \$5.50/hr.

**This group includes but is not limited to:**  
Cranes, 150 tons up to and incl. 250 tons; Cranes, over 250 tons—add \$1.00 for every 100 tons over 250 tons; Crane, Tower (All); Crane Stiff-Leg or Derrick; Helicopter Hoist.

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## CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

<b>Wage</b>	<b>Benefit</b>
\$21.58	\$9.99

**Zone Pay:**  
0-30 mi. free zone  
>30-60 mi. base pay + \$3.05/hr.  
>60 mi. base pay + \$4.85/hr.

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## CONSTRUCTION LABORERS GROUP 2

<b>Wage</b>	<b>Benefit</b>
\$24.40	\$9.99

**Zone Pay:**  
0-30 mi. free zone  
>30-60 mi. base pay + \$3.05/hr.  
>60 mi. base pay + \$4.85/hr.

**This group includes but is not limited to:**  
General Labor; Asbestos Removal; Burning Bar; Bucket Man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete Worker; Curb Machine-lay Down; Crusher and Batch Worker; Heater Tender; Fence Erector; Landscape Laborer; Landscaper; Lawn Sprinkler Installer; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprappet; Sign Erection; Guardrail and Jersey Rail; Spike Driver; Stake Jumper; Signalman; Tail Hoseman; Tool Checker and Houseman and Traffic Control Worker.

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### CONSTRUCTION LABORERS GROUP 3

Wage	Benefit
\$24.54	\$9.99

**This group includes but is not limited to:**

Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzleman; Jackhammer (Pavement Breaker) Non-Riding Rollers; Pipelayer; Posthole Digger (Power); Power Driven Wheelbarrow; Rigger; Sandblaster (excluding all surface preparation work for paint); Sod Cutter-Power and Tamper. **See, Section S. \***

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**Zone Pay:**

0-30 mi. free zone  
>30-60 mi. base pay + \$3.05/hr.  
>60 mi. base pay + \$4.85/hr.

### CONSTRUCTION LABORERS GROUP 4

Wage	Benefit
\$26.01	\$9.99

**This group includes but is not limited to:**

Hod Carrier\*\*\*; Water Well Laborer; Blaster; Wagon Driller; Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete) Powderman; Rock & Core Drill; Track or Truck Mounted Wagon Drill and Welder incl. Air Arc.

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**Zone Pay:**

0-30 mi. free zone  
>30-60 mi. base pay + \$3.05/hr.  
>60 mi. base pay + \$4.85/hr.

\*\*\*Hod Carriers will receive the same amount of travel and/or subsistence pay as bricklayers when requested to travel.

### DIVERS

	Wage	Benefit
Stand-By	\$37.58	\$16.14
Diving	\$75.16	\$16.14

**Depth Pay (Surface Diving)**

0-20 ft.	free zone
>20-100 ft.	\$2.00 per ft.
>100-150 ft.	\$3.00 per ft.
>150-220 ft.	\$4.00 per ft.
>220 ft.	\$5.00 per ft.

**Diving In Enclosures**

0-25 ft.	free zone
>25-300 ft.	\$1.00 per ft.

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**Zone Pay:**

0-30 mi. free zone  
>30-60 mi. base pay + \$4.00/hr.  
>60 mi. base pay + \$6.00/hr.

**\* Corrected April 28, 2018**

## DIVER TENDERS

<b>Wage</b>	<b>Benefit</b>
\$36.58	\$16.14

The tender shall receive 2 hours at the straight time pay rate per shift for dressing and/or undressing a Diver when work is done under hyperbaric conditions.

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### **Zone Pay:**

0-30 mi. free zone  
>30-60 mi. base pay + \$4.00/hr.  
>60 mi. base pay + \$6.00/hr.

## ELECTRICIANS

<b>Wage</b>	<b>Benefit</b>
\$32.74	\$13.84

### **Travel:**

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

0-18 mi. free zone  
>18-60 mi. federal mileage rate/mi.  
>60 mi. \$75.00/day

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## HEATING AND AIR CONDITIONING

<b>Wage</b>	<b>Benefit</b>
\$28.04	\$17.38

### **Duties Include:**

Testing and balancing, commissioning and retro-commissioning of all air-handling equipment and duct work.

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### **Travel:**

0-50 mi. free zone  
>50 mi.  
▪ \$0.25/mi. in employer vehicle.  
▪ \$0.65/mi. in employee vehicle.

### **Per Diem:**

\$65/day

**INSULATION WORKERS - MECHANICAL (HEAT AND FROST)**

<b>Wage</b>	<b>Benefit</b>
\$34.17	\$19.47

**Duties Include:**  
 Insulate pipes, ductwork or other mechanical systems.

**Travel:**  
 0-30 mi. free zone  
 >30-40 mi. \$20.00/day  
 >40-50 mi. \$30.00/day  
 >50-60 mi. \$40.00/day  
 >60 mi. \$45.00/day plus  
     ▪ \$0.56/mi. if transportation is not provided.  
     ▪ \$0.20/mi. if in company vehicle.  
 >60 mi. \$80.00/day on jobs requiring an overnight stay plus  
     ▪ \$0.56/mi. if transportation is not provided.  
     ▪ \$0.20/mi. if in company vehicle.

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**IRONWORKERS - STRUCTURAL STEEL AND REBAR PLACERS**

<b>Wage</b>	<b>Benefit</b>
\$27.25	\$24.54

**Duties Include:**  
 Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

**Travel:**  
 0-45 mi. free zone  
 >45-85 mi. \$55.00/day  
 >85 mi. \$85.00/day

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**LINE CONSTRUCTION – EQUIPMENT OPERATORS**

<b>Wage</b>	<b>Benefit</b>
\$34.02	\$14.41

**Duties Include:**  
 All work on substations

**Travel:**  
 No Free Zone  
 \$60.00/day

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**LINE CONSTRUCTION – GROUNDMAN**

<b>Wage</b>	<b>Benefit</b>
\$26.56	\$13.56

**Duties Include:**  
 All work on substations

**Travel:**  
 No Free Zone  
 \$60.00/day

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## LINE CONSTRUCTION – LINEMAN

<b>Wage</b>	<b>Benefit</b>
\$44.41	\$15.54

**Travel:**  
No Free Zone  
\$60.00/day

**Duties Include:**  
All work on substations

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## MILLWRIGHTS

<b>Wage</b>	<b>Benefit</b>
\$32.00	\$13.07

**Zone Pay:**  
0-30 mi. free zone  
>30-60 mi. base pay + \$4.00/hr.  
>60 mi. base pay + \$6.00/hr.

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## PAINTERS

<b>Wage</b>	<b>Benefit</b>
\$25.05	\$16.72

**Travel:**  
No mileage due when traveling in employer's vehicle.

**Duties Include:**  
All surface preparation for paint.

The following travel allowance is applicable when traveling in employee's vehicle:

No free zone.  
\$0.60/mi.

**Per Diem:**  
\$80.00/day

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## PILE BUCKS

<b>Wage</b>	<b>Benefit</b>
\$29.00	\$13.07

**Zone Pay:**  
0-30 mi. free zone  
>30-60 mi. base pay + \$4.00/hr.  
>60 mi. base pay + \$6.00/hr.

**Duties Include:**  
Set up crane; set up hammer; weld tips on piles; set leads; insure piles are driven straight with the use of level or plum bob. Give direction to crane operator as to speed, and direction of swing. Cut piles to grade.

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## PLUMBERS, PIPEFITTERS, AND STEAMFITTERS

<b>Wage</b>	<b>Benefit</b>
\$35.16	\$17.86

**Duties Include:**

Assemble, install, alter, and repair pipe-lines or pipe systems that carry water, steam, air, other liquids or gases. Testing of piping systems, commissioning and retro-commissioning. Workers in this occupation may also install heating and cooling equipment and mechanical control systems. **See, Section S. \***

**Travel:**

0-70 free zone  
>70 mi.

- On jobs when employees do not work consecutive days: \$0.55/mi. if employer doesn't provide transportation. Not to exceed two trips.
- On jobs when employees work any number of consecutive days: \$100.00/day.

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## SHEET METAL WORKERS

<b>Wage</b>	<b>Benefit</b>
\$28.04	\$17.38

**Duties Include:**

Testing and balancing, commissioning and retro-commissioning of all air-handling equipment and duct work. Manufacture, fabrication, assembling, installation, dismantling, and alteration of all HVAC systems, air veyer systems, and exhaust systems. All lagging over insulation and all duct lining. Metal roofing.

**Travel:**

0-50 mi. free zone  
>50 mi.

- \$0.25/mi. in employer vehicle
- \$0.65/mi. in employee vehicle

**Per Diem:**

\$65.00/day

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## SOLAR PHOTOVOLTAIC INSTALLERS

<b>Wage</b>	<b>Benefit</b>
\$32.74	\$13.84

**Travel:**

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

- 0-08 mi. free zone
- >08-50 mi. federal mileage rate/mi. in excess of the free zone.
- >50 mi. \$66.00/day

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\* Corrected April 28, 2018

Preliminary Rates – Do Not Use for Bidding

**TRUCK DRIVERS**

	<b>Wage</b>	<b>Benefit</b>
Pilot Car Driver	\$24.85	\$9.42
Truck Driver	\$28.88	\$9.42

**Zone Pay:**  
**All Districts**  
0-30 mi. free zone  
>30-60 mi. base pay + \$3.05/hr.  
>60 mi. base pay + \$.485/hr.

**Truck drivers include but are not limited to:**  
Combination Truck and Concrete Mixer and Transit Mixer; Dry Batch Trucks; Distributor Driver; Dumpman; Dump Trucks and similar equipment; Dumpster; Flat Trucks; Lumber Carriers; Lowboys; Pickup; Powder Truck Driver; Power Boom; Serviceman; Service Truck/Fuel Truck/Tireperson; Truck Mechanic; Trucks with Power Equipment; Warehouseman, Partsman, Cardex and Warehouse Expeditor; Water Trucks.

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# **Special Provisions**

**SECTION 01030**  
**SPECIAL PROVISIONS**

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**LIST OF SPECIAL PROVISIONS**

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**SP-1. FORMAT**

The specifications for this project include by reference the following two documents. Although they are not printed in this Project Manual, they are still made part of these Contract Documents and the CM/GC must comply with any and all such regulations, unless modified herein.

<i>Document</i>	<i>Available From</i>
Montana Public Works Standard Specifications (MPWSS) Sixth Edition, April 2010	Montana Contractors Association 1717 11 <sup>th</sup> Avenue PO Box 4519 Helena, MT 59604 406-442-4162
City of Billings Standard Modifications to MPWSS Sixth Edition, February 2018	City of Billings Public Works Department Engineering Division 2224 Montana Avenue Billings, MT 59101 406-657-8231  – or online at – <a href="https://ci.billings.mt.us/569/Standard-Mods">https://ci.billings.mt.us/569/Standard-Mods</a>

The following Special Provisions include requirements that are specific to this project. Additional project-specific special provision specifications will be provided as the design progresses. In case of a conflict, the hierarchal order of precedence is as listed in City of Billings Standard Modifications to MPWSS.

**SP-2. PROJECT COORDINATION**

The requirements of this Special Provision shall supplement Section 01041 of the MPWSS.

*A. General*

1. Coordinate all construction activities through all phases of project, with the intent being to complete the proposed construction in a neat and orderly fashion, in a timely manner, and with a minimum of disturbance to adjacent property and the travelling public.
2. Prior to or at the Preconstruction Conference, provide the Owner a practicable Progress Schedule showing the order, timing, and progress in which the CM/GC proposes to complete the work. This schedule must be in the format of a bar graph or CPM diagram. The schedule must be updated and resubmitted with each application for payment.
3. The CM/GC and any critical subcontractors performing work must attend or be represented at construction coordination meetings scheduled by the Owner throughout the duration of the project.

*B. Private Utilities*

Coordinate all construction activities with Conoco Phillips 66, WBI Energy, City of Billings for sanitary sewer, Northwestern Energy, Yellowstone Valley Electric Co-op, Grey Eagle Ditch Company, and any other impacted utility owners for moving, crossing, supporting, or reinstallation of services, poles, mainlines, and appurtenances.

The local contacts for the private utility companies that were contacted by DOWL during the planning phase are:

ConocoPhillips66	Dee Oakland	406.255.5742
WBI Energy Transmission	Bill Hanley	406.941.2958

### **SP-3. FIELD ENGINEERING**

The requirements of this Special Provision shall supplement Section 01050 of MPWSS.

#### *A. Construction Staking*

The Project Engineer will provide the survey control points shown on the Survey Control Drawing in the plan set. Control points destroyed or removed by the CM/GC shall be replaced by the Project Engineer at the CM/GC's expense. The CM/GC shall establish all other horizontal and vertical control for locating the principal parts of the construction items.

The CM/GC shall develop and make all detailed surveys necessary for construction within the tolerances specified, such as laser control for pipe installation and grade establishment techniques acceptable to the OWNER. The CM/GC shall maintain survey notes in a neat and legible format, which shall be available to the Project Engineer upon request. All materials, equipment, and labor required for the CM/GC's detailed surveys shall be at the CM/GC's expense.

The CM/GC shall protect all of the Project Engineer control points from damage or removal. Control points destroyed or removed by the CM/GC shall be replaced by the Project Engineer at the CM/GC's expense.

#### *B. Survey Markers and Monuments*

The CM/GC shall protect and not disturb any survey markers or monuments, such as lot or block corners, property pins, section corners, or section breakdown corners. Any survey marker or monument that is disturbed or destroyed by the CM/GC shall be replaced by a licensed land surveyor at the CM/GC's expense.

### **SP-4. SUBMITTALS**

The requirements of this Special Provision shall supplement the General Conditions and Section 01300 of MPWSS.

#### *A. General*

The CM/GC must provide all submittals required by the Contract Documents, including but not necessarily limited to:

1. All submittals listed in the General Conditions and Section 01300.
2. Permits obtained by CM/GC for the project.
3. List of all subcontractors and suppliers to be used on the project.
4. List of all equipment owned or rented that will be used on the project, including the make, model, year, horsepower, and capacity.
5. Quality Control Plan, as required by SP-5.
6. Traffic control plan, as required by the City of Billings Standard Modifications and these Special Provisions.

7. Shop drawings and manufacturer's literature for all materials or equipment to be used on the project.
8. Samples, operation and maintenance manuals, warranties, and other items required by individual specification sections.

Shop drawings shall be submitted to the Project Engineer and Owner for all materials incorporated into the work, and as required by the Contract Documents. The Project Engineer and Owner reserves the right to require submittals in addition to those called for in individual specification sections.

#### *B. Process and Format*

1. Unless otherwise required in an individual specification section, the CM/GC must make all submittals electronically using Newforma Info Exchange™. Newforma Info Exchange™ is a web-enabled server that enables project team members (both internal and external to the host) to easily and securely exchange project files using a website. It provides email notifications, reminders, a history log, and all other necessary submittal handling features. The Project Engineer will host the site and provide the CM/GC and Owner with all necessary access and processing information at the pre-construction conference, or such earlier time as required to transmit initial submittals.
2. Submittals that are related to or affect each other must be submitted together to facilitate a coordinated review by the Project Engineer and Owner.
3. The periodic submittals for item A.6 (traffic control plan) must be made using the Owner's forms included or referenced in the City of Billings Standard Modifications.

### **SP-5. CM/GC QUALITY CONTROL AND OWNER QUALITY ASSURANCE**

The requirements of this Special Provision shall supplement Section 01400 of MPWSS, as modified by the City of Billings Standard Modifications.

#### *A. Definitions*

1. Quality Control: Planned and specific actions or operations necessary to produce a product that complies with the Contract Documents. Quality Control consists of actions, inspections, sampling, and testing necessary to ensure the Work is in compliance with the Contract Documents and to control production and construction processes. Quality Control is keyed to the construction sequence to quickly determine when the Work is out of compliance with the Contract Documents and to respond to correct the situation and bring the Work into compliance. Quality Control is the responsibility of the CM/GC.
2. Quality Assurance: Planned and systematic observations, testing, and actions to verify that the Work complies with the Contract Documents. Quality Assurance includes oversight of the CM/GC's Quality Control, verifying the results of the CM/GC's testing and additional assurance sampling and testing. Quality Assurance may not be adequate for the CM/GC's production and placement needs. The Owner or Project Engineer will provide Quality Assurance.

#### *B. Submittals*

1. Quality Control Plan: At the preconstruction conference, the CM/GC must submit a Quality Control Plan defining the program and the documentation proposed to ensure that all materials and work conform to the Contract Documents. The plan must identify personnel, procedures, control, tests, frequency of tests, and records and forms to be used.



2. Test Records: The CM/GC must submit records of all tests to the Owner within 24 hours of the testing. The Quality Control laboratory must notify the CM/GC and the Owner promptly of any irregularities or deficiencies observed in the Work during performance of the Quality Control testing.

## **SP-6. CONSTRUCTION AND TEMPORARY FACILITIES**

The requirements of this Special Provision shall supplement Section 01500 of MPWSS, as modified by the City of Billings Standard Modifications.

1. The CM/GC must confine construction activities within the limits of the public right-of-way and established utility easements. For anticipated construction activities outside these limits, the CM/GC will be responsible for coordination and access to the adjacent properties.
2. The responsibility for security, protection, and safekeeping of equipment and materials at or near the project site will be entirely that of the CM/GC, and no claim can be made against the Owner by reason of any act of another.
3. All roads and adjacent access approaches must be kept free and clear of mud, gravel, debris, etc., during the project. There will be no additional payment to the CM/GC for the cleaning and sweeping of any roads. If the CM/GC fails to keep access roadways clean and City crews are required to provide this service, the cost of this work will be deducted from the CM/GC's application for payment.
4. Temporary service must be provided by the CM/GC during any period when utility lines are disturbed unless the CM/GC makes other arrangements with the utility users and owners that are satisfactory to said users and owners. Service of existing utility lines, if interrupted, must be restored as quickly as possible.
5. The CM/GC must bypass existing flows coming down the City County Drain as required to properly construct the new improvements. The City County Drain has a base flow ranging from 10 cfs to 15 cfs and can experience runoff flows as high as 325 cfs to 780 cfs. Damages occurring due to flooding or excessive storm runoff shall be repaired by the CM/GC at the CM/GC's expense.
6. Any construction water required for the compaction of backfill, subgrade, and surfacing courses; paving; cleanup; or any other construction related work will be supplied by the CM/GC.

## **SP-7. TEMPORARY CONSTRUCTION TRAFFIC CONTROL**

The requirements of this Special Provision shall supplement Section 01570 of MPWSS, as modified by the City of Billings Standard Modifications.

### *A. General Requirements*

1. The CM/GC shall obtain approval from the Montana Department of Transportation for a Traffic Control Permit. The CM/GC shall comply with all conditions of the Permit throughout the duration of the project.
2. This Special Provision outlines the basic temporary construction traffic control strategy. The basic strategy described herein is not intended to cover every situation that may arise in the field as a result of the CM/GC's operations or otherwise. It is the duty of the CM/GC to coordinate and cooperate with the Owner if adjustments are required or desired.

3. The CM/GC must prepare and submit one copy of the detailed traffic control and public notification plans to the Owner for review and approval based on the specific sequence of the proposed work at least two weeks prior to the beginning of construction and/or disruption of traffic. The Construction Traffic Control Form can be found in Appendix A (Miscellaneous Forms-11) of the City of Billings Standard Modifications.

If a change is desired to a previously approved plan for a specific zone or area, the CM/GC must provide the Owner with a revised traffic control plan a minimum of seven days in advance of the beginning of construction for that zone. The revised plan must be approved by the Owner prior to construction or interruption of traffic for that zone.

4. Maintain a log of advance notification which has been made for each zone of construction. The notification log must cover formal press releases and impacted parties as notified by the CM/GC. Copy the Owner with each advance notification within one day of notification. A list of services and media outlets to be notified per Section 01570-1.3C can be found in Appendix A (Miscellaneous Forms-14) of the City of Billings Standard Modifications.

For closures and traffic restrictions on the Frontage Road, publish a block ad in the Billings Gazette not less than three days prior to disruption of the normal flow of traffic. Ensure that the published days include a Sunday.

## **SP-8. CONTRACT CLOSEOUT**

The requirements of this Special Provision shall supplement Section 01700 of MPWSS.

### *A. Post-Construction Maintenance Personnel*

The CM/GC shall submit his plans for maintenance of the new system during the one-year correction period and shall name the individual who will have the power and responsibility to act for the CM/GC in this regard.

### *B. Record Drawings*

The CM/GC shall maintain at the project site a set of Record Drawings showing field changes, as-built elevations, unusual conditions encountered during construction, manufacturer's catalog number of equipment supplied, and other data as required to provide the Owner with an accurate as-built set of Construction Drawings. The CM/GC shall, using red colored ink, make changes on a set of clean prints. Indicate all changes and revisions to the original design which affect the permanent structures and will exist in the completed Work. Reference all underground existing utilities to semi-permanent or permanent physical objects. Reference the elevation of all existing lines on profile sheets or call out elevations in plan if no profile exists. Keep record drawings current.

On the final Record Drawings submittal, any plan changes/notes shall be marked on the plan sub-set for which the work corresponds. For example, changes to the flow-control structure shall be marked on the structural detail sheets rather than on the plan-and-profile sheets.

## **SP-9. PROTECTION, PRESERVATION, AND REPAIR**

The requirements of this Special Provision shall supplement Section 00900 of the City of Billings Standard Modifications.

## *A. Existing Utilities*

1. Existing underground installations, such as oil, gas, and sanitary sewer mains, including all services and appurtenances; irrigation pipes, manholes; telephone lines; power lines; fiber optic cables; etc. in the vicinity of the work are indicated on the Drawings only to the extent that such information has been made available to or discovered by DOWL in preparing the Drawings. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness thereof is expressly disclaimed. Potential utility conflicts have been identified on the Drawings for informational purposes only.

The CM/GC shall be solely responsible for locating all existing public and private underground installations, including service connections, in advance of excavating or trenching or trenchless installations, by contacting the owners thereof and prospecting. The CM/GC shall use their own information and shall not rely solely upon information shown on the Drawings concerning existing underground installations.

2. The CM/GC shall coordinate with the utility companies for the protection or adjustment of existing utilities in the vicinity of the work and shall have utility company representatives present when necessary to brace utility poles, support or relocate buried utility lines, raise overhead lines, or other handling of facilities while working adjacent to such utilities. The CM/GC shall pay all costs associated with having utility company representatives on the site for this work and shall include these costs in the prices for related items of work.

The CM/GC shall have full agreement and understanding with the affected utility companies regarding existing conditions and any changes that will be necessary for the CM/GC's construction operations. The CM/GC shall obtain any permits, agreements, and insurance required at no additional cost to the Owner.

3. Unless flowable fill is used, the CM/GC shall utilize Type 1 bedding material and Type A trench backfill to replace material under and around exposed municipal and private utilities, including the associated compaction requirements, at no additional cost to the Owner.
4. The CM/GC shall repair all damage to existing utilities or property at the CM/GC's expense.

## *B. Asphalt Pavement*

Refer to the City of Billings Standard Modifications, Section 00900, Article 8.B.

## **SP-10. GROUNDWATER CONSIDERATIONS AND DEWATERING**

The CM/GC is advised that groundwater may be present at the project site. The project includes test pits that did indicate groundwater elevations near the elevation of the drain line and flow control structure. These water surface elevations may not be indicative of other times or at other locations. The CM/GC is advised that groundwater elevations can be expected to fluctuate with varying seasonal, irrigation, and weather conditions.

The CM/GC shall be responsible to determine construction methods pertaining to groundwater control and dewatering.

The CM/GC is responsible for providing dewatering equipment. The dewatering system shall remove all groundwater encountered in trench excavations to satisfactorily prevent the rising of water into any new or existing piping that may be exposed during the work. Pipe, bedding, or backfill materials shall not be placed below the groundwater elevation established by dewatering operations. The CM/GC shall promptly remove all temporary electrical and dewatering systems upon completion of the work.

Caution should be used during construction dewatering to ensure adjacent residential or commercial structures are not damaged. The control of groundwater shall be accomplished in a manner that will preserve the strength of the adjacent structure foundations and soils, will not cause instability of the excavation slopes, and will not result in damage to existing structures. Depending on the method and magnitude of groundwater drawdown and site-specific geologic controls, dewatering saturated fine-grained soils may initiate consolidation of load bearing soils and contribute to the potential for differential settlement of foundations. Other areas requiring dewatering may be encountered throughout the project depending on irrigation, operation of canals and ditches, local precipitation, seasonality, and other factors. Any damage caused to adjacent structures or wells shall be repaired at the CM/GC's expense.

Any required dewatering shall be considered incidental and shall be included in the unit price for pipe installation or construction of structures.

**END OF SECTION 01030**

**Regular City Council Meeting**

**Meeting Date:** 11/26/2018

**TITLE:** Amendment 1 to Terminal Building Lease with U.S. Government on behalf of the Transportation Security Administration

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

**Department:** Airport

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

The Transportation Security Administration (TSA) renewed a lease for office space in the Airport Terminal Building on December 11, 2017. This Lease is for 1,961 square feet of office space on the second floor of the Terminal Building, and has a ten-year term, with the first five years a firm term. The Lease commenced June 1, 2017, and expires on May 31, 2027. TSA intends to add three additional rooms to this Lease, adding approximately 690 square feet. TSA requires some minor improvements to the space prior to occupancy, and has agreed to reimburse the Airport for the cost of the improvements. Amendment 1 provides TSA's authorization for reimbursement to the Airport for the tenant improvement costs for the three additional rooms. Upon completion and acceptance of the improvements, a second amendment to the Lease will follow, to add the space to the Lease and revise the rental amount to include this additional space.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve Amendment 1 to the Terminal Building Lease with the U.S. Government for the benefit of the TSA, authorizing TSA's reimbursement of tenant improvements in the amount of \$6,044; or
- Disapprove Amendment 1 to the Terminal Building Lease with the U.S. Government for the benefit of the TSA, authorizing TSA's reimbursement of tenant improvements in the amount of \$6,044.

**FINANCIAL IMPACT**

The proposed improvements to the three additional rooms as requested by the TSA will cost \$6,044. Amendment 1 provides the authorization for TSA to reimburse the Airport for this amount. The enhanced space will generate approximately \$33,109 more per year after the second amendment is approved at a later date.

**RECOMMENDATION**

Staff recommends that the City Council approve Amendment 1 to the Terminal Building Lease with the U.S. Government for the benefit of the TSA, authorizing TSA's reimbursement of tenant improvements in the amount of \$6,044.

**APPROVED BY CITY ADMINISTRATOR**



GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
LEASE AMENDMENT

LEASE AMENDMENT NO. 1

TO LEASE NO. **GS-08P-LMT00188**

ADDRESS OF PREMISES

**1901 Terminal Circle  
Billings, MT 59105-1990**

THIS AGREEMENT, made and entered into this date by and between

whose address is **City of Billings Montana DBA Billings Logan International Airport  
1901 Terminal Circle, Room 216  
Billings, MT 59105-1991**

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease **to provide reimbursement of costs associated with TSA's expansion of rooms 203, 205, and 207. It is the intent of the Government to expand the lease to include rooms 203, 205, and 207 upon substantial completion and acceptance of the space by the Government.**

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, **effective November 1, 2018** as follows:

**Paragraph 5.14 is hereby added to the GSA Form L201D:**

"5.14 REIMBURSABLE ITEMS: The Lessor hereby agrees to provide and install the items described in Attachment 1, scope of work. Changes to the scope of work must be approved by the Contracting Officer. The Government agrees to reimburse the Lessor in the amount not to exceed **\$6,044.00**, upon completion of said work and reasonable satisfaction of the Government. Reimbursement to the Lessor will be made based on inspection and acceptance of the work by GSA Contracting Officer and upon receipt of an itemized invoice from the Lessor.

The Vendor receiving payment shall issue the invoice. Additionally the invoice shall include a unique invoice number and cite the following PDN number **PS0042499**. **[Invoices submitted without the PDN are immediately returned to the Vendor.]** Invoices shall be submitted to the Greater Southwestern Finance Center (with a copy to the Contracting Officer) electronically on the Finance Website at [www.finance.gsa.gov](http://www.finance.gsa.gov). Vendors who are unable to process the invoices electronically, may mail the invoices to the following address: GSA, Greater Southwest Finance Center (7BCP), P.O. Box 17181, Fort Worth, Texas 76102. "

All other terms and conditions of the Lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity Name: City of Billings Montana  
Date: \_\_\_\_\_

FOR THE GOVERNMENT:

Signature: \_\_\_\_\_  
Name: Jessica Ballard-Culp  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: \_\_\_\_\_

WITNESSED FOR THE LESSOR BY:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## Statement of Work

Heather Jones - 8PRB <heather.jones@gsa.gov>

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### FW: TSA Billings/BIL

1 message

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**MOYER, PAUL** <Paul.Moyer@tsa.dhs.gov>  
To: "Heather Jones - 8PC-C (heather.jones@gsa.gov)" <heather.jones@gsa.gov>

Tue, Aug 28, 2018 at 9:47 AM

FYI

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**From:** Herold, Marita <HeroldM@ci.billings.mt.us>  
**Sent:** Monday, August 20, 2018 3:32 PM  
**To:** Westin Givens - 8PRB <westin.givens@gsa.gov>  
**Cc:** MOYER, PAUL <Paul.Moyer@tsa.dhs.gov>; Haidle, Jill <Jill.Haidle@tsa.dhs.gov>; Benner, Andrew <Andrew.Benner@tsa.dhs.gov>; Ness, Edward <Edward.Ness@tsa.dhs.gov>; Bittle, Jessica <Jessica.Bittle@tsa.dhs.gov>; Norman, James <James.Norman@tsa.dhs.gov>  
**Subject:** RE: TSA Billings/BIL

Hello Everyone,

I have confirmed that the quote from DataComm for the cabling is still \$5,894.00. (See attachment for refreshed quote.)

As noted earlier, the labor to install the 2 plates and 3 TSA-supplied door locks is \$150.00

The TOTAL for both the cabling installation and door lock installation is **\$6,044.00**.

We will require a one-time payment in full after completion of the installations and execution of a lease amendment.

Please let me know if this amount is acceptable and how you would like to proceed.

Thank you,

Marita





**P.O Box 80227**  
**Billings, MT 59108**  
**Phone (406) 656-0224**  
**Email: [rich@dcimt.com](mailto:rich@dcimt.com)**

August 20, 2018

Cabling Proposal for:  
BLIA  
TSA office Remodel

DataComm will provide and install Cat5e cable for data and Cat3 cable for voice. The price includes new Cat5e cable, Cat3 cable, 1RU wire manager, 24 port patch panel, jacks, faceplates, terminations, testing, and labeling.

Price: Materials and Labor: \$5,894.00

Sincerely,

Richard Pauley

Room 203 Cabling  
2 phones  
1 phone, 4 data  
1 phone, 2 data  
1 phone, 4data

Room 207 Cabling  
1 phone, 2 data  
1 phone, 2 data

Room 205 Cabling  
1 phone, 2 data  
1 phone, 2 data

Materials:

J-hooks for cable support above ceiling.

1-24 port patch panel

1-1 RU wire manager

18-Cat5e jacks

9-Cat3 jacks

8-faceplates

Cat5e cable

Cat3 cable

Cut-in rings to fish walls

**Regular City Council Meeting**

**Meeting Date:** 11/26/2018

**TITLE:** West End Hangar Ground Lease with Steven A. Vold Revocable Trust and Susan K. Vold Revocable Trust as Tenants in Common

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

**Department:** Airport

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

Steven A. Vold Revocable Trust and Susan K. Vold Revocable Trust as Tenants in Common desire to renew their ground lease and enter into a new West End Hangar Ground Lease on the parcel located at 2531 Overlook Drive. The current Lease expired October 31, 2018. The Volds first entered into a ground lease on this parcel in 1996 and built a 3,600 square foot hangar on the parcel located in the general aviation area on the west end of the Airport. The new West End Hangar Ground Lease is for a 6,300 square foot parcel, which includes additional space needed for vehicle parking, and is for a twenty-year term commencing November 1, 2018 and terminating on October 31, 2038.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the twenty-year West End Hangar Ground Lease to Steven A. Vold Revocable Trust and Susan K. Vold Revocable Trust as Tenants in Common; or
- Disapprove the twenty-year West End Hangar Ground Lease to Steven A. Vold Revocable Trust and Susan K. Vold Revocable Trust as Tenants in Common.

**FINANCIAL IMPACT**

The first year of this Lease will generate \$1,449 of revenue for the City's Airport. Subsequent years will be adjusted annually on the anniversary date of the Lease using the Department of Labor Consumer Price Index For All Urban Consumers (CPI-U), published by the Bureau of Labor Statistics, for the previous twelve months to keep pace with annual inflation.

**RECOMMENDATION**

Staff recommends that the City Council approve the twenty-year West End Hangar Ground Lease to Steven A. Vold Revocable Trust and Susan K. Vold Revocable Trust as Tenants in Common for the term commencing November 1, 2018 and terminating on October 31, 2038.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Vold Lease

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WEST END HANGAR GROUND LEASE

THIS LEASE, made and entered into this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, by and between the following:

CITY OF BILLINGS, MONTANA, hereinafter designated  
"Lessor"

and

STEVEN A. VOLD REVOCABLE TRUST AND SUSAN K. VOLD  
REVOCABLE TRUST AS TENANTS IN COMMON, hereinafter designated  
"Lessee"

W I T N E S S E T H

RECITALS

- 1) Lessor owns and operates BILLINGS LOGAN INTERNATIONAL AIRPORT (hereinafter called the Airport) situated in the City of Billings, Montana, and
- 2) Lessor deems it advantageous to itself and the operation of the Airport to lease to the Lessee a certain parcel of land hereinafter described together with certain privileges, rights, uses, and interests, and
- 3) Lessee wishes to engage in certain non-commercial aviation activities, and proposes to lease on a net basis from Lessor said parcel of land and to avail itself of the same privileges, rights, uses, and interests contemplated herein, and
- 4) Lessee has indicated a willingness and ability to properly keep, maintain, and improve said land in accordance with standards established by Lessor.

NOW THEREFORE, the parties hereto covenant and agree as follows:

## ARTICLE I

### PREMISES AND PRIVILEGES

A. Description of the Premises: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that certain parcel of real property, together with improvements (hereinafter called the premises) for its exclusive use, specifically described as follows:

Main Parcel – Lot 6 – 2531 Overlook Drive

Commencing at the S.E. Corner of Section 25 (Iron Pipe), T. 1 N., R. 25 E., P.M.M., Yellowstone County, Montana; thence from said point, N 34°24'49" W a distance of 2,603.80 feet to the Point of Beginning; thence N 69°00'33" W a distance of 90.00 feet; thence S 20°59'27" W a distance of 70.00 feet; thence S 69°00'33" E a distance of 90.00 feet; thence N 20°59'27" E a distance of 70.00 feet to the Point of Beginning.

Said parcel containing 6,300 square feet.

Premises is further depicted on attached "Exhibit A," and by said reference made a part hereof.

B. General Privileges, Uses, and Rights. Lessor hereby grants to Lessee the following general privileges, uses, and rights, all of which shall be subject to the terms, conditions and covenants herein set forth. Said rights shall be subject to such Federal, State, or Local ordinances, rules and regulations as now or may hereafter have application at the Airport.

1) The general unrestricted use of all public Airport facilities and improvements which are now or may hereafter be connected with or appurtenant to said Airport, except as hereinafter provided, to be used by Lessee and its sublessees for non-commercial aviation activity as herein defined. For the purpose of this Lease, public airport facilities shall include all necessary landing area appurtenances

including, but not limited to, approach areas, runways, taxiways, aprons, aircraft parking areas, roadways, navigational aids, lighting facilities, Terminal facilities, or other public facilities appurtenant to said Airport.

2) The right of ingress to and egress from the premises over and across public roadways serving the Airport for Lessee, Lessee's agents, employees, patrons and invitees, suppliers of service and furnishers of material.

C. Specific Privileges, Uses, and Rights. In addition to the general privileges, uses, and rights described above and without limiting the generality thereof, Lessor hereby grants to Lessee and sublessees the right to engage in non-commercial aviation activity on the premises as defined in subparagraphs 1 through 4 below, subject to the conditions and covenants hereafter set out:

1) The maintenance, storing and servicing of aircraft, which shall include minor repairs, inspection, and licensing of same, and the purchase of parts, equipment, and accessories therefore.

2) The right to use vehicles necessary for the servicing of aircraft.

3) The storage of non-commercial aircraft not owned by the Lessee.

4) The aforementioned rights shall apply to the persons, firms, or corporations having actual possession and occupancy of the leasehold structure described herein, and the agents, employees, and invitees of such persons, firms, or corporations.

D. Concessions, Services, and Uses Excluded. The following concessions, services, uses, and the establishment thereof shall be specifically excluded from this Lease:

- 1) Ground and air transportation for hire.
- 2) Auto rental services.
- 3) Food sales (except the sale of tobacco, confections, and refreshments through coin-operated vending machines).
- 4) News and sundry sales.
- 5) Barber, valet, and personal services.
- 6) Fuel sales (aircraft or vehicle).
- 7) On site fuel storage.
- 8) The buying and selling of aircraft, parts and accessories, and aviation equipment of all descriptions either for retail, wholesale, or as a dealer, except for use in Lessee's own aircraft or operations.
- 9) Flight schools and flight instruction, except that Lessee or Lessee's Chief Pilot shall have the right to give private instructions to employees of Lessee.
- 10) Aircraft repair and servicing, except on Lessee's or sublessee's own aircraft.
- 11) Storage of personal vehicles, campers, boats, trailers, motor homes, other recreational vehicles, or parts for such.
- 12) The maintenance, repairing, or restoring of motorized vehicles.
- 13) Storage of any household items.
- 14) Use of the premises in a residential capacity of any nature, whether temporary or otherwise.

15) Improper storage of any chemicals, solutions, solvents, or any potentially hazardous, explosive, or flammable materials or substances.

16) Off-premise parking.

17) Storage of any items outside of the leasehold structure.

18) Any non-aviation or non-aeronautical activity.

E. Reservation of Right-of-Way. Lessor hereby reserves a right-of-way easement for access purposes over the above described leasehold, together with other necessary rights-of-way over said leasehold for access purposes. Said reserved right-of-way may be used by Lessor and all of Lessor's representatives, agents, employees, tenants, employees of said tenants, and persons or entities serving said tenants.

## ARTICLE II

### TERM OF LEASE

A. Term. The term of this Lease shall be for a period of twenty (20) years, commencing on the 1st day of November 2018, and terminating on the 31st day of October 2038.

B. First Right of Refusal. At the end of the term hereof the Lessee shall have the first right to accept a new lease of the premises at the same rates and charges that the premises may be offered to any other person or entity. Provided that the Lessor shall have the sole discretion as to the use of said premises and whether or not it will be relet at end of said term. Provided further, that sixty (60) days prior to the end of the term, Lessee shall give notice in writing to Lessor of intent to exercise the first right of refusal. Lessor, upon election to relet said premises, shall give Lessee notice in writing of its decision and the proposed terms. Lessee shall have thirty (30) days in which to give



Lessor notice in writing of acceptance.

C. National Emergency. In the event the rights and privileges hereunder are suspended by reason of war or other national emergency, the term of this Lease shall be extended by the amount of the period of such suspension.

### ARTICLE III

#### RENTAL AND FEES

A. Ground Rental. For the land described in Article I, Paragraph A., Lessee shall pay to Lessor \$0.23 per square foot per annum for all ground included in this Lease, for an initial annual rental of \$1,449.00. Said rental shall be payable yearly in advance, without billing, on the anniversary date of the Lease.

B. Interest Penalty. Without waiving any other right or action available to the Lessor, in the event of default in the payment of Lease rentals herein, or any other rentals, fees, or charges owed Lessor, the amount due shall accrue interest at the rate of one and one-half percent (1.5%) per month from the date such rentals, fees, or charges were due and payable, until paid in full. Said interest shall not apply with respect to items being contested in good faith by Lessee and which are resolved in Lessee's favor.

C. Annual Readjustment of Ground Rental. During the term of the Lease, the rental rate will be adjusted annually on the anniversary of the Lease using the Department of Labor Consumer Price Index for All Urban Consumers (CPI-U), published by the Bureau of Labor Statistics, for the previous twelve (12) month period. In no case shall the rate be less than the previous year. For the purposes of this Lease, the anniversary month shall be November of each year during the term of

the Lease. The Lessor shall send a notice of the annual rate adjustment to the Lessee in October of each year, denoting the amount of the adjusted ground rental. The annual adjustments shall be calculated using the published CPI-U index value for September each year.

D. Rental Adjustments to Market Value. On the fifth anniversary of the Lease, the Lessor may conduct an analysis of the then current lease rental rates for other on-Airport properties to determine the current market value of the property. Should the analysis identify that the then current Lease rental rate is below market value for other on-Airport properties, the Lessor will notify Lessee of an impending Lease rate increase.

#### ARTICLE IV

##### OBLIGATIONS OF LESSOR

A. Lessor Warranties. Lessor warrants all things have happened and have been done to make its granting of said Lease effective and that Lessee shall have peaceful possession and quiet enjoyment of the leased premises during the term hereof, upon performance of Lessee's covenants herein.

B. Operation as Public Airport. Lessor shall during the term hereof, operate and maintain the Airport and its public facilities, as defined herein above, as a public airport consistent with and pursuant to the sponsor's assurances given by Lessor to the United States Government under the Federal Airport Act.

C. Condition and Maintenance of Premises. Lessor shall assume no responsibility for the condition of the demised premises after delivery of premises to Lessee. Lessor shall maintain all existing roads on the Airport giving access to the leased premises.

## ARTICLE V

### OBLIGATIONS OF LESSEE

A. Condition of Premises. It shall be the sole responsibility of the Lessee to develop, keep, maintain, and operate the entirety of the premises and all improvements and facilities placed thereon at Lessee's sole cost and expense. This Lease in every sense shall be without cost or expense to the Lessor. Lessee accepts the premises in its present condition and will repair and maintain any installations thereon, except as provided in Article IV, Paragraphs B.-C., and will remove or cause to be removed any debris to the extent required for its continuing use thereof.

B. Improvements. Lessee shall have the right to and shall provide for the construction, alteration, expansion, and maintenance of its own improvements, in any lawful manner, upon or in the premises, for the purpose of carrying out any of the activities provided for herein, but shall obtain the prior written approval of Lessor for any such construction, alteration, or expansion.

C. Maintenance. Lessee shall, at its sole cost and expense, maintain the premises, improvements, and appurtenances thereto in a presentable condition free of refuse and debris consistent with good business practice, and acceptable to the Lessor. Lessee's maintenance responsibilities shall include snow removal on the premises, maintenance of any separate water collection system on the premises utilized to collect wash water from aircraft, and maintenance of all ramps and access to the leasehold structure.

D. Utilities. Lessee shall assume and pay for all costs or charges for utility services furnished to Lessee during the term thereof; provided, however, that Lessee shall have the right to connect to any available storm and sanitary sewers, water, electrical, or other utilities at Lessee's own cost and expense; and Lessee shall pay for any and all service charges incurred therefore. Lessee shall

also provide an external meter reading device in an external location of the leasehold structure, said meter reading device type shall be specified by the Lessor. In the event Lessee wishes to wash aircraft inside the leasehold structure, Lessee shall provide a separate water collection system for the wash water and shall not discharge the wash water into any available storm and sanitary sewers.

E. Trash, Garbage, Etc. Lessee shall provide, at Lessee's expense, a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse occurring as a result of Lessee's occupancy of the premises. Lessee shall provide and use Lessor approved receptacles for all garbage, trash, and other refuse and shall place them on the premises in a location acceptable to the Lessor for their removal. Piling of boxes, cartons, barrels, pallets, crates, or other similar items in an unsightly or unsafe manner on or about the premises, is forbidden. All disposal costs shall be paid by the Lessee.

F. Signs. Lessee shall not maintain any billboards or advertising signs on the premises; provided, however, that Lessee may maintain on the outside of its building its name(s) or signs, the size, location, and design of which shall be subject to prior written approval of Lessor.

G. Federal, State, and Local Regulations. Lessee acknowledges that the right to use said Airport facilities in common with others authorized to do so shall be exercised subject to and in accordance with the laws, rules, regulations, and ordinances of the United States of America, the State of Montana, and the City of Billings, now in force or hereafter prescribed or promulgated by authority or by law and shall be closely observed during the full term of this Lease.

H. Taxiways/Taxilanes. Lessee shall ensure that Lessee's and/or sublessee's aircraft, vehicles, or other equipment do not block the public use taxiway/taxilane that passes the front of Lessee's leasehold. Ramp area included in the premises shall not be used for the tiedown of aircraft

for any extended period of time.

I. Hazardous Substances. Lessee assumes full responsibility for the proper and legal use, handling, storage, and disposal of any hazardous substances used or consumed in the Lessee's occupancy or conduct of its business. "Hazardous substance" shall be interpreted broadly to mean any substance or toxic material, hazardous or toxic or radioactive substance, or other similar term by any Federal, State, or Local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Lessee will hold Lessor harmless from and indemnify Lessor against and from any damage, loss, expenses, or liability resulting from any breach of these representations and warranty including all attorneys' fees and costs incurred as a result thereof.

## ARTICLE VI

### INSURANCE AND INDEMNIFICATION

A. Indemnification. Lessor and Lessor's officers, directors, agents, representatives, and employees shall stand indemnified by Lessee as herein provided. It is expressly understood and agreed that Lessee is and shall be deemed an independent contractor and operator responsible to all parties for its respective acts or omissions and that Lessor shall in no way be responsible therefore. It is further agreed that in the use of the Airport, in the construction, alteration, or maintenance of any improvements thereon, and in the exercise or enjoyment of the privileges herein granted, Lessee shall indemnify, save harmless, and defend the Lessor and Lessor's officers, directors, agents, representatives, and employees from any and all losses that may result to the Lessor and Lessor's

officers, directors, agents, representatives, and employees because of any negligence, act, or omission on the part of the Lessee or Lessee's agents, representatives, and employees and shall indemnify Lessor against any and all mechanic's and materialmen's liens or any other types of liens imposed upon the premises.

Lessee expressly agrees that Lessor shall not be liable to Lessee, for personal injury, bodily injury, or for any loss or damage to real or personal property occasioned by flood, fire, earthquake, lightning, windstorm, hail, explosion, riot, strike, civil disobedience or commotion, aircraft, smoke, vandalism, malicious mischief, or acts of civil authority, unless caused by the fault or negligence of Lessor, its officers, directors, agents, representatives, or employees.

B. Insurance. Lessee shall provide and keep in force for the term of this Lease a commercial general liability policy (occurrence form only), providing coverage for personal injury, bodily injury, death, and property damage, in amounts not less than \$1,500,000 per occurrence.

The commercial general liability policy shall be endorsed to name the City of Billings as a **PRIMARY ADDITIONAL INSURED**. The City of Billings' general liability policy will be excess and noncontributory. At the time of execution of this Lease, and annually thereafter, and prior to policy expiration, Lessee shall furnish a Certificate of Insurance and associated policy endorsements showing that required insurance is in force. Lessee shall provide notice to City of any changes to insurance or cancellation of any or all insurance at least thirty (30) calendar days in advance of such change or cancellation. Insurance coverage shall be maintained with insurance underwriters authorized to do business in the State of Montana, and that are satisfactory to the Lessor. The continuous maintenance by Lessee of all types of required insurance under this Lease is mandatory.

Failure of the Lessee to maintain such insurance and provide evidence thereof, is a material breach of this Lease, and does not amend this Lease, nor release the Lessee from any other obligations in this Lease.

If, in the Lessor's opinion, the minimum limits of the insurance coverage herein required become inadequate during the term of this Lease, Lessee agrees that it will increase such minimum limits by reasonable amounts on request of the Lessor.

## ARTICLE VII

### TERMINATION OF LEASE, CANCELLATION, AND TRANSFER

A. Termination. This Lease shall terminate at the end of the full term hereof without any notice by either party, except as indicated in Article II, Paragraph A. A holding over by the Lessee, its assigns or sublessees beyond the expiration of the term shall not be permitted without the written consent of the Director of Aviation and Transit and then only on a month-to-month basis.

Lessee shall have the right to remove all moveable furniture, fixtures, machinery and equipment and all other personal property owned or installed by Lessee on the premises, and all expenses connected with such removal shall be borne by the Lessee. Said property shall be removed within thirty (30) days after termination of Lease.

In addition, Lessee has the right to remove, at Lessee's expense, all buildings and other structures owned by Lessee located upon the premises within thirty (30) days upon the termination of this Lease. Lessee shall remove from the premises all debris resulting from the removal of the building or structures, and Lessee shall generally leave the premises in a clean and orderly condition, acceptable to Lessor.

This right to remove personal property, buildings and structures does not extend to pavement, water lines, sewer lines, electrical lines, utility poles, fencing, exterior light poles, which improvements shall remain the property of the Lessor and shall not be removed.

In the event the Lessee elects not to remove the buildings and other structures, personal property, fixtures, machinery and equipment, and other improvements upon termination of the Lease, the disposition of the buildings and structures, personal property, fixtures, machinery and equipment, and other improvements will be left to the sole discretion of the Lessor. If Lessor elects to remove the buildings and structures, personal property, fixtures, machinery and equipment, and other improvements because of failure of Lessee to do so, the cost of removal, demolition, and other related actions shall be at Lessee's expense.

B. Cancellation by Lessee. This Lease shall be subject to cancellation by Lessee after the happening of one or more of the following events:

- 1) The permanent abandonment of the Airport as an Air Terminal.
- 2) The lawful assumption of the United States Government or any other authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner that substantially restricts Lessee for a period of at least ninety (90) days from operating in a normal manner.
- 3) Issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.



4) The default by Lessor in the performance of any covenant or agreement herein required to be performed by Lessor and the failure of Lessor to remedy such default for a period of ninety (90) days after receipt from Lessee or written notice to remedy same.

Lessee may exercise such right of termination by written notice to Lessor at any time after the lapse of the above applicable periods of time and this Lease shall terminate as of that date. Rental due hereunder shall be payable only to the date of the happening of the event which results in said termination. Upon termination under the provisions of this Paragraph, Lessee shall have the same rights as described in Article VII, Paragraph A. herein.

C. Cancellation by Lessor.

1) This Lease shall be subject to cancellation by Lessor in the event Lessee shall:

a) Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of fifteen (15) days after payment is due.

b) File a voluntary petition of bankruptcy.

c) Make a general assignment for the benefit of creditors.

d) Default in the performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by Lessee, and such default continues for a period of thirty (30) days after written notice from Lessor of said default.

2) In the event of termination because of the happening of any of the aforesaid events, Lessor may take immediate possession of the premises and remove Lessee's effects, without being deemed guilty of trespassing. Upon said entry, this Lease shall terminate.

3) It is agreed that failure of Lessor to declare this Lease terminated or to reenter and take possession upon the default of Lessee for any of the reasons set out shall not operate to bar or destroy the right of Lessor to declare this Lease null and void by reason of any subsequent violation of the terms of this Lease.

D. Suspension of Lease. During the time of war or declared national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military use. If any such lease is executed, any provisions of this instrument which are inconsistent with the provisions of the lease to the Government shall be suspended, provided that the term of the Lease shall be automatically extended by the amount of the period of suspension.

E. Subleasing, Assigning, and Transferring. The Lessee shall have the right to sublease, assign, or transfer all or any part of Lessee's leasehold interest in the premises for the same purpose established in Article I, Paragraph D., provided that prior written approval of the Lessor is obtained. As a condition of said approval, Lessor reserves the right to alter this Lease in any manner deemed necessary by Lessor. Any sublease, assignment, or transfer shall be subject to the same conditions, obligations and terms as set forth herein and as may be subsequently amended, and Lessee shall be responsible for the observance by its tenants and sublessees for the terms and covenants of this Lease and any subsequent lease amendments.

## ARTICLE VIII

### NONDISCRIMINATION

A. General. In the use and occupation of the Airport, Lessee shall not discriminate against any person or class of persons by reason of race, color, religion, sex, national origin or ancestry, age, or disability. Additionally, for the services provided during the use and occupation of the Airport, Lessee shall furnish said services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit of service, provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

B. Civil/Human Rights Laws. In the operation and use of the Airport, Lessee shall not, on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of Title 49, Code of Federal Regulations, the Civil Rights Act of 1964, as amended, the Equal Pay Act of 1963, the Rehabilitation Act of 1973, and such other Federal, State, or Local laws as may be applicable.

Without limiting the generality of the foregoing, Lessee agrees to not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, age, or disability. Lessee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin or ancestry, age, or disability. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment

advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and disciplinary actions and grievances. Lessee agrees to post, in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

C. Lessee, for itself, its heirs, personal representatives, successors in interest, and assignees, as part of the consideration of this Lease, does hereby covenant and agree as a covenant running with the land that, in the event improvements are constructed, maintained, or otherwise operated on the Airport for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such improvements and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation), as said regulations may be amended.

D. Lessee, for itself, its heirs, personal representatives, successors in interest, and assignees, as a part of the consideration of this Lease, does hereby covenant and agree as a covenant running with the land that:

1) No person on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said improvements.

2) No person on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of any

improvements on, over, or under such land and the furnishing of services thereon.

3) Lessee shall use the facilities in compliance with all other requirements imposed by, or pursuant to 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation), as said regulations may be amended.

Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability shall be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E, or such employment activities covered in any applicable State or Local law. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Article VIII.

E. During the performance of this Lease, the Lessee, for itself, its assignees, and successors in interest, agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2) 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of The Civil Rights Act of 1964);

3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons

displaced or whose property has been acquired because of Federal or Federal aid programs and projects);

4) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);

6) Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, § 47123) as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7) The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and § 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);

8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

9) The Federal Aviation Administration's Nondiscrimination statute

(49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low income populations;

11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (LEP), and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Federal Regulations at 74087 – 74100);

12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

## ARTICLE IX

### GENERAL PROVISIONS

A. Attorney's Fees. Should either party employ an attorney or attorneys or utilize the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Lease, the nonprevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses,

and attorney's fees, including fees for in-house attorneys, expended or incurred in connection therewith.

B. Governing Law. This Lease and all disputes arising hereunder shall be construed and enforced by the laws of the State of Montana. Venue in any proceedings held hereunder shall be in the State of Montana Thirteenth Judicial District Court, Yellowstone County, Montana.

C. Taxes. Lessee shall pay any taxes or assessments which may be lawfully levied against Lessee's occupancy or use of the premises or any improvements placed thereon as a result of Lessee's occupancy, but Lessee as independent contractor reserves the right to contest the levy of any tax or assessment which it feels is unjust.

D. Subordination of Lease.

1) This Lease shall be subordinate to the provisions of any existing or future agreements between Lessor and the United States relative to the administration, operation, or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

2) Any mortgagee or beneficiary shall have the right to cure any default on the part of Lessee in the payment of rent hereunder and, in the event of default, to assume the Lessee's position under this Lease. Lessor in no event shall be liable for the payment of the sum secured by such mortgage or trust indenture, nor for any expenses in connection with the same. Furthermore, such mortgage or trust indenture shall expressly provide that the mortgagor or beneficiary will seek no monetary



judgment against Lessor. The mortgage or trust indenture shall also contain provisions requiring the holder of the indebtedness secured by such mortgage or trust indenture to mail to Lessor by certified mail a copy of each notice of indebtedness, and breach of covenant, default, or foreclosure given by the holder or the trustee under such mortgage or deed of trust.

E. Modification and Amendments. Changes or modifications to this Lease shall be done in the form of a lease amendment to be agreed upon and signed by both Lessee and Lessor.

F. Paragraph Headings. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provisions of this Lease or the particular paragraphs.

G. Effect of Invalid Provision. If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such terms or provisions to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected hereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

H. Notices. Notices to Lessor provided for herein shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Director of Aviation and Transit  
Billings Logan International Airport  
1901 Terminal Circle, Room 216  
Billings, MT 59105

and notices to Lessee, if sent by certified mail, postage prepaid, addressed to:

Steven A. Vold  
Steven A. Vold Revocable Trust and Susan K. Vold Revocable Trust  
1420 Oklahoma Star Trail West  
Billings, MT 59105  
Telephone: (406) 259-5006  
E-mail: steve@aerotrionics.com

or to such other addresses as the parties may designate to each other in writing from time to time.

I. Successors and Assigns. All of the terms, covenants, and agreements herein contained, or subsequently amended from time to time, shall be binding upon and shall inure to the benefit of successors, assigns and sublessees of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

ATTEST:

CITY OF BILLINGS

BY \_\_\_\_\_  
CITY CLERK

BY \_\_\_\_\_  
MAYOR

APPROVED AS TO FORM

STEVEN A. VOLD REVOCABLE TRUST  
AND SUSAN K. VOLD REVOCABLE  
TRUST AS TENANTS IN COMMON

BY \_\_\_\_\_  
CITY ATTORNEY

BY \_\_\_\_\_  
STEVEN A. VOLD, TRUSTEE

BY \_\_\_\_\_  
SUSAN K. VOLD, TRUSTEE

**Regular City Council Meeting**

**Meeting Date:** 11/26/2018

**TITLE:** \$9,000 State Highway Traffic Safety Grant

**PRESENTED BY:** Rich St. John, Police Chief

**Department:** Police

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

The State of Montana, State Highway Traffic Safety Division, has awarded the City a \$9,000 grant for deterrence of violations such as drinking and driving, speeding and lack or misuse of safety restraints. The grant will fund overtime for the officers involved in these traffic details. The grant begins October 1, 2018, and ends September 30, 2019. Staff requests that the City Council approve and accept this grant.

**ALTERNATIVES ANALYZED**

The City Council may:

- Approve the Standard Agreement for traffic enforcement funding; or
- Not approve the Standard Agreement for traffic enforcement funding, which would eliminate overtime funding for specialized traffic checkpoints and details.

**FINANCIAL IMPACT**

There is no financial impact to the City as there is no City match required for this grant.

**RECOMMENDATION**

Staff recommends that the City Council approve and accept the State Highway Traffic Safety Billings Selective Traffic Enforcement Program (STEP) overtime grant in the amount of \$9,000 for the period of October 1, 2018, to September 30, 2019, and authorize the Mayor to sign the Standard Agreement.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 11/26/2018  
**TITLE:** Final Plat of Sartoire Subdivision, 2nd Filing  
**PRESENTED BY:** Monica Plecker  
**Department:** Planning & Community Services  
**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

The final plat for Sartorie Subdivision, 2nd Filing, is being presented to City Council for approval. The subject property is located west of Hawthorne Lane and North of Kyhl Lane in the Billings Heights. The land is zoned Residential 7000 (R-70) and is proposed for residential development. The representing agent is Blueline Engineering, and the owner is J & M Development, LLC. The proposed plat received preliminary approval on July 24, 2017. Staff has determined that the proposed plat has met all the conditions of approval and is forwarding a recommendation of final plat 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 Sartoire Subdivision, 2nd Filing. 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 the City Council approve the final plat of Sartorie Subdivision, 2nd Filing.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Final Plat  
SIA

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# PLAT OF SARTORIE SUBDIVISION, 2ND FILING

Being Tract 2B-2B of Amended Tract 2B-2, Corrected Certificate of Survey No. 840, 3rd Amended  
 Situated in the NE 1/4, SW1/4 of Section 14, T1N, R26E, PMM.  
 City of Billings, Yellowstone County, Montana

Prepared for: J & M Development, LLC  
 By: North Star Land Services, P.C., BlueLine Engineering LLC  
 October 2018

### LEGAL DESCRIPTION, PROPERTY OWNERS CERTIFICATIONS & DEDICATION

We, the undersigned property owner, hereby certify that we have caused to be surveyed a tract of land, Being Tract 2B-2B of Amended Tract 2B-2, Corrected Certificate of Survey No. 840, 3rd Amended, document No. 3844849 as recorded at the Yellowstone County Clerk and Recorder office being located in the SW 1/4 of Section 14, T1N, 26E, PMM, City of Billings, Yellowstone County, Montana, containing a gross area of 2.331 acres and a net area of 1.706 acres along with and subject to all existing easements and/or right-of-way of record, apparent on the ground or reserved on this survey.

The tract of land is to be known as Sartorie Subdivision, 2ND Filing. The undersigned hereby grants into each and every person, firm, corporation, whether public or private, providing or offering to provide telephone, telegraph, electric power, gas, television, water or sewer service to the public, the right to joint use of any easement for the construction, maintenance, repair and removal of their lines and other facilities, in, over, under and across designated on this plat as "Utility Easement" to have and to hold forever. The lands included in all streets, avenues, and parks as shown on the annexed plat are hereby granted and devoted to the use of the public forever.

J & M Development, LLC

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

As: \_\_\_\_\_

STATE OF MONTANA )  
 County of Yellowstone )  
 On this \_\_\_\_\_ day of \_\_\_\_\_, 2018 before me a Notary Public for the State of Montana,

personally appeared \_\_\_\_\_ as \_\_\_\_\_ of J & M Development, LLC who's subscribed to the within instrument and acknowledges to me they executed the same.

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

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

### CERTIFICATION OF COUNTY TREASURERS

I hereby certify, pursuant to section 76-3-611(1)(b)(76-3-207(3)), M.C.A., that all real property taxes and special assessments assessed and levied on the land described below and encompassed by this survey have been paid.

Yellowstone County Treasurer \_\_\_\_\_ Date: \_\_\_\_\_

### CITY ATTORNEY'S STATEMENT

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018

Reviewed by: \_\_\_\_\_  
 City Attorney

### CERTIFICATE OF APPROVAL BY CITY ENGINEER'S OFFICE FOR ERRORS AND OMISSIONS

STATE OF MONTANA )  
 County of Yellowstone )

I hereby certify that I have examined the here to annexed plat of Sartorie Subdivision, 2nd Filing, to the City of Billings and find that said plat conforms with the requirements of the laws of the State of Montana and said plat conforms to the adjoining additions and plats of the City of Billings already platted as nearly as circumstances will permit, and I have reviewed said plat for errors and/or omissions in calculation and drafting.

IN WITNESS WHEREOF, I have executed the Certificate of Approval by the City Engineer's Office this \_\_\_\_\_ day of \_\_\_\_\_, 2018

Examining Land Surveyor for the City of Billings

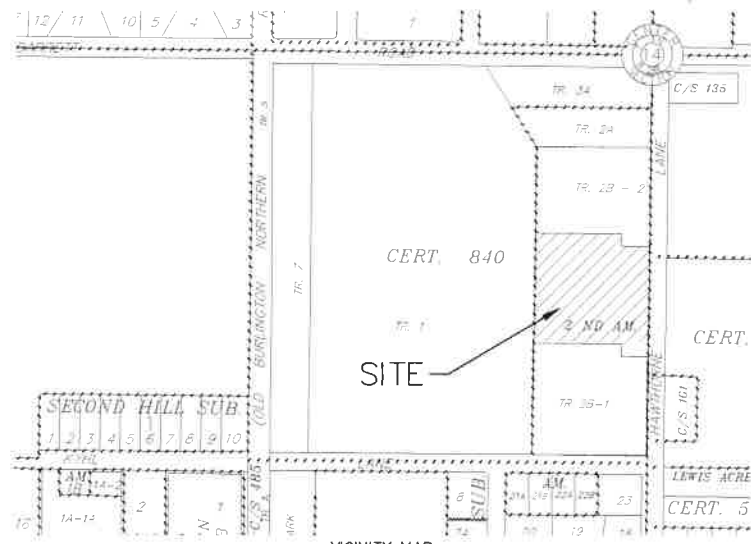
### CERTIFICATE OF CITY COUNCIL APPROVAL

STATE OF MONTANA )  
 County of Yellowstone )

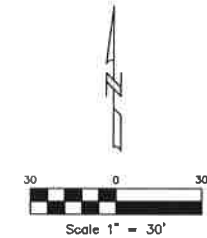
We hereby certify that we have examined the annexed and foregoing plat of Sartorie Subdivision, 2nd Filing, to the City of Billings and find that said amended plat conforms with the requirements of the laws of the State of Montana and the requirements from the Yellowstone County Planning Board. It is therefore approved and the dedication of the public use of any land shown as dedicated to such use is accepted.

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

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



VICINITY MAP  
 NOT TO SCALE



✓ = Set 5/8 Rebar with YPC 11289LS  
 ○ = Found Yellow Capped Rebar or As noted

BASIS OF BEARING: TRACT 2B-1, CORRECTED CERTIFICATE OF SURVEY No. 840, AMENDED

### NOTICE OF PLANNING BOARD APPROVAL

STATE OF MONTANA )  
 County of Yellowstone )

This amended plat has been approved by the Yellowstone County Board of Planning and conforms to the requirements of that board.  
 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018

President: \_\_\_\_\_  
 Executive Secretary: \_\_\_\_\_

### CERTIFICATE OF SURVEYOR

STATE OF MONTANA )  
 County of Yellowstone )

Thomas G. Kelly, a Registered Land Surveyor in the State of Montana, do hereby certify that I have performed the survey shown on this Plat/Certificate of Survey and that such survey was made in October 2018; that said survey is true and complete as shown and the monuments found and set are of the character and occupy the positions shown thereon.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018

Thomas G. Kelly  
 Registration Number 11289 LS  
 33 Centennial Road  
 Columbus, MT 59019

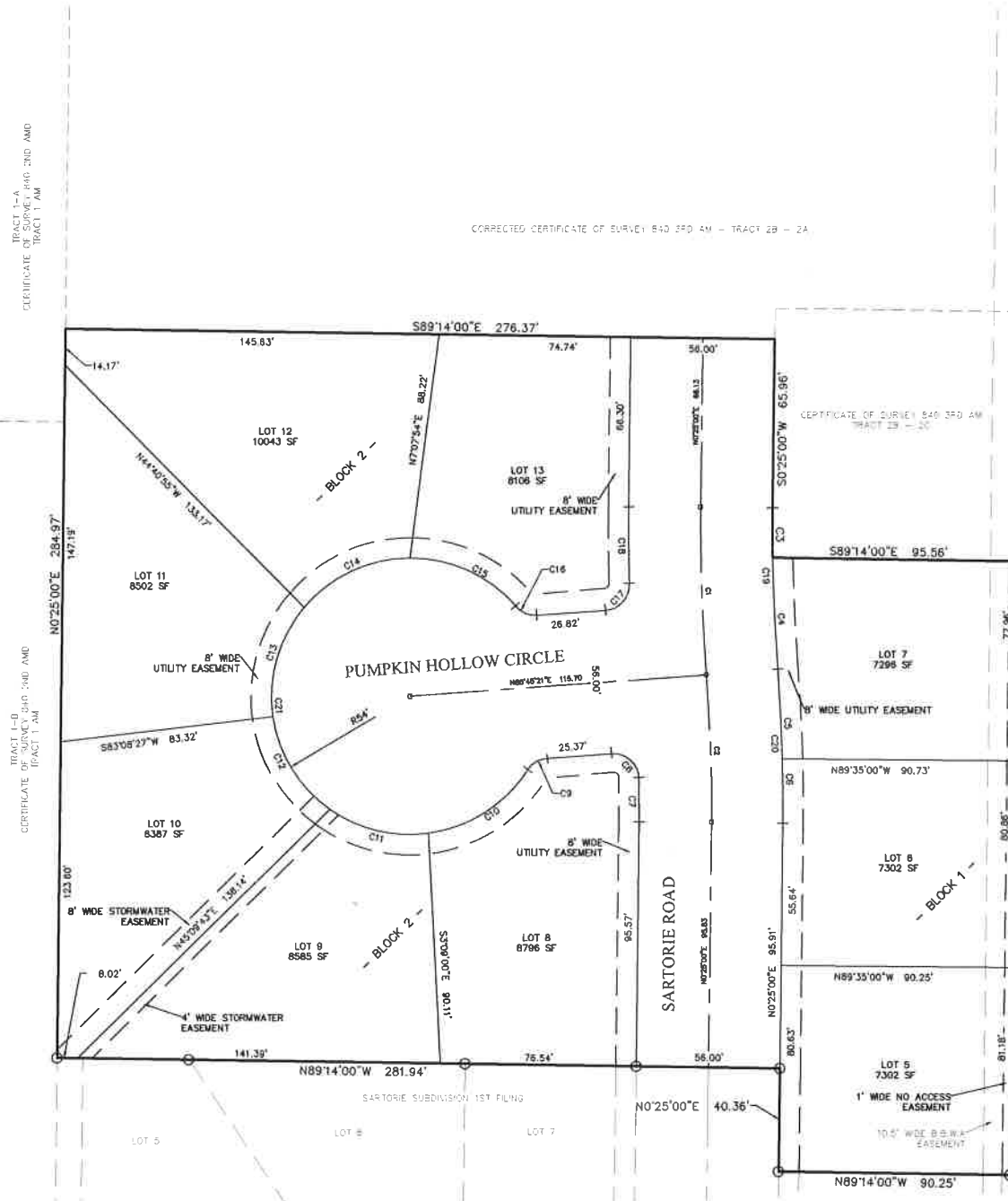
### CERTIFICATE OF APPROVAL BY CITY ENGINEER'S OFFICE

STATE OF MONTANA )  
 County of Yellowstone )

I hereby certify that the annexed and foregoing subdivision plat conforms with Section 76-4-125(1)(d), M.C.A. "divisions located within jurisdictional areas that have adopted growth policies pursuant to chapter 1 or within first-class or second-class municipalities for which the governing body certifies, pursuant to 76-4-127, that adequate storm water drainage and adequate municipal facilities will be provided.

IN WITNESS WHEREOF, I have executed this Certificate of Approval, this \_\_\_\_\_ day of \_\_\_\_\_, 2018

City Engineer's Office



CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	65.54	724.00	51°11'22"	S21°0'36"E	65.52
C2	57.73	838.00	51°11'22"	N21°0'36"W	57.73
C3	19.38	696.00	1°35'38"	S02°22'49"E	19.38
C4	43.64	696.00	3°35'34"	S25°56'25"E	43.64
C5	35.06	666.00	3°00'56"	N31°5'42"W	35.06
C6	25.23	666.00	2°10'13"	N0°40'08"W	25.22
C7	16.92	610.00	1°35'23"	S02°22'41"E	16.92
C8	16.24	10.00	93°04'16"	S47°42'31"E	14.52
C9	9.35	10.00	53°34'35"	N58°58'04"E	9.01
C10	47.07	54.00	49°56'21"	N57°08'57"E	3180.33
C11	40.52	54.00	42°59'43"	S76°23'02"E	39.58
C12	43.78	54.00	46°27'06"	S31°36'35"E	42.59
C13	45.55	54.00	48°19'47"	S15°43'53"W	44.21

CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C14	46.92	54.00	49°47'02"	S64°47'17"W	45.46
C15	46.80	54.00	49°39'08"	N65°29'36"W	3150.33
C16	9.35	10.00	53°34'35"	N67°27'21"W	9.01
C17	15.30	10.00	87°38'30"	S41°56'06"W	13.85
C18	30.22	752.00	2°18'09"	S04°4'04"E	30.22
C19	63.00	696.00	51°11'22"	S21°0'36"E	62.96
C20	60.28	666.00	51°11'22"	N21°0'36"W	60.27
C21	270.63	54.00	267°09'09"	S43°36'10"E	64.13

Return to:  
BlueLine Engineering  
2669 S 56<sup>th</sup> St W  
Billings, MT 59106

**SUBDIVISION IMPROVEMENTS AGREEMENT**  
**Sartorie Subdivision, 2nd Filing**  
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**(City of Billings)**

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# SUBDIVISION IMPROVEMENTS AGREEMENT

## Sartorie Subdivision, 2nd Filing

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between **J&M DEVELOPMENT, LLC**, whose address for the purpose of this agreement is 1880 Hawthorne Lane; Billings, MT 59105, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

### WITNESSETH:

**WHEREAS**, at a regular meeting conducted on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, the Board of Planning recommended conditional approval of a preliminary plat of Sartorie Subdivision, 2nd Filing; and

**WHEREAS**, at a regular meeting conducted on the 24<sup>th</sup> day of July, 2017, the City Council conditionally approved a preliminary plat of Sartorie Subdivision, 2nd Filing; and

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

**WHEREAS**, the provisions of this agreement shall be effective and applicable to Sartorie Subdivision, 2nd Filing. The Subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

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

#### **I. VARIANCES**

A. There are no variances requested for the Subdivision.

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

A. Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development.

B. Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners 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.

- C. 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.
- D. Lot owners should be aware that there is a possibility of high water table on lots, especially along the east edge by the ditch. An investigation of water table levels shall be conducted and be submitted with the building permit.
- E. Lot owners should be aware of the limitation to the sanitary sewer depth and what they are able to build on the lots.
- F. 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.
- G. The Developer and subsequent contractors/builders acknowledge that there is a Stormwater Pollution Prevention Plan (SWPPP) filed with the City and the 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 Billings Stormwater Management Manual.
- H. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for and new construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.
- I. 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**

1. All dedicated streets and site improvements within the subdivision will be in accordance with the City of Billings Site Development Ordinance, City Zoning Ordinance, Uniform Building Code the *Stormwater Management Manual*, and other applicable City codes, rules and regulations.
2. Sartorie Road within the subdivision shall be built to grade with a satisfactory subbase, base course, curb and gutter and asphalt surface. The design cross-section shall be a 34-foot back-to-back curb width street. The design cross-sections of said streets shall be submitted to, and approved by, the City of Billings Public Works and Fire Departments.
3. No improvements to Hawthorne Lane shall be required at this time, but said improvements shall be included in the Waiver for construction of same in the future. Future improvements to Hawthorne Lane could include sidewalk, curb and gutter, and street widening.

The curb and gutter on the north side of Kyhl Lane east from the intersection of Sartorie Road to the intersection of Kyhl Lane and Hawthorne Lane will be constructed during future filings of the subdivision and will be included in the waiver. Kyhl Lane improvements west of the Sartorie Road intersection to the edge of the subdivision will be completed with Sartorie Subdivision, 2nd Filing. A 5-foot wide boulevard sidewalk will be constructed on the north side of Kyhl Lane. Curb and gutter shall be installed, as well as the northern half of the street widening to make for a 34-foot street section.

#### **B. Sidewalks**

The Subdivider will install handicap access ramps where necessary as part of improvements of construction. Sidewalks along lot frontages shall be 5-foot wide walks with a 5-foot grassy boulevard and shall be installed by the lot owner at the time of lot development.

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

Street lights shall not be installed along the residential streets, but said lights shall be included in the Waiver for construction of same in the future. The Subdivider shall install utility conduits with the private contracts to aid future street light installation. Said Waiver shall also include a maintenance district for street light energy and the maintenance of future street lights.

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

1. Street name and stop signs for streets within the subdivision, or located immediately adjacent thereto, shall be furnished and installed in accordance with the specifications of the City of Billings Public Works and Fire Departments.
2. No traffic signals are anticipated within this subdivision.
3. The Subdivider shall furnish and install all necessary traffic control devices in accordance with the Manual of Uniform Traffic Control Devices and approved by the City of Billings Public Works Department.

#### **E. Access**

Access to the subdivision will be provided from the Sartorie Road intersection with Kyhl Lane. No secondary access is required as this is a major subdivision with less than 20 lots and a cul-de-sac with a length less than 600 feet.

#### **F. Billings Area Bikeways & Trail Master Plan (BABTMP)**

The BABTMP does not show a corridor adjacent to the subdivision.

#### **G. Public Transit**

The Met Transit System provides public transportation services throughout the City of Billings. There is a bus line that runs along Hawthorne Lane, which borders Sartorie Subdivision to the east. This system is already in place and will not require any improvements.

### **IV. EMERGENCY SERVICE**

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:

1. 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.

2. 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.
3. 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.
4. The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

## V. STORM DRAINAGE

There is a storm water detention pond on the southern end of the property. The subdivision will drain to said pond and discharge through a storm drain pipe that was installed in Sartorie Subdivision, 1<sup>st</sup> Filing.

An inlet will be installed in the new cul-de-sac that will discharge to the existing piping on the western boundary of the subdivision. The pipe flows south to the existing stormwater pond.

The 0.265 acres of land containing the on-site detention pond was dedicated to the City of Billings. Mowing and weeding of the pond area will be performed by the subdivisions homeowners association. Maintenance of the stormwater structures will be performed by the City of Billings.

All stormwater facilities will be owned by the City of Billings.

All drainage improvements will be subject to review and approval by the engineering department and in conformance with the *Stormwater Management Manual* and Section 23-706, BMCC.

## VI. UTILITIES

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

The Developer/Owner acknowledges that the subdivision shall be subject to the applicable System Development and Franchise Fees in effect at the time new water and/or sanitary sewer service connections are made.

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

**A. Water**

An 8-inch water main and services shall be installed in Sartorie Road and Pumpkin Hollow Circle. Said main and services will be approved by the CWDBH and shall be installed in conformance with the design standards, specification, rules and regulations of the CWDBH and MDEQ.

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.

**B. Sanitary Sewer**

An 8-inch sewer main and services shall be installed in Sartorie Road and Pumpkin Hollow Circle. Said main and services will be approved by the Public Works Director and shall be installed in conformance with the design standards, specifications, rules and regulations of the City of Billings and MDEQ.

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 the right-of-way or in designated easements outside of the right-of-way and shall be installed underground prior to surface improvements. The width and location of required utility easements upon lots and park vary in width in the locations shown on the final plat.

**VII. PARKS/OPEN SPACE**

- A.** Section 76-3-621 of the Montana Code Annotated covers the park dedication requirement. Paragraph (1) calls for park area to be 11 percent of the land proposed to be subdivided into parcels of one-half acre or smaller. The net lot area subject to the 11 percent calculation is 1.706 acres, requiring 0.188 acres of park land dedication. A cash contribution will be made in lieu of park land dedication.

- B. The existing Park Maintenance District will be expanded to include the lots in Sartorie Subdivision, 2nd Filing.

## **VIII. IRRIGATION**

The BBWA irrigation district has a main canal facility adjacent to the East of this subdivision, within its own right-of-way. A 10.5-foot easement will be placed along the eastern boundary of the subdivision for the canal. No water rights are being transferred to lots in this subdivision.

## **IX. SOILS/GEOTECHNICAL STUDY**

A geotechnical analysis was performed for the lots in this subdivision. According to the geotechnical analysis, the soils found are capable of supporting house construction. With these soils, conventional spread and continuous footings should be used to support the structures that are to be built on this land. Shallow foundations or concrete floor slabs should have a minimum thickness of four inches on top of a minimum of four inches of crushed base aggregate to provide uniform support.

## **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 engineers, the CWDBH and the City of Billings Public Works – Engineering 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 and the CWDBH.
- B. The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.
- C. The covenants, agreements, and all statements in this Agreement apply to and shall be binding on the heirs, personal representatives, successors and assigns of the respective parties.

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

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

"SUBDIVIDER"

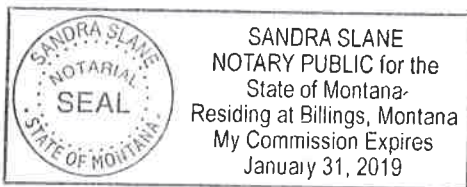
J & M DEVELOPMENT, LLC

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

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

STATE OF MONTANA        )  
                                  ): ss  
County of Yellowstone    )

On this 31 day of October, 2018, before me, a Notary Public in and for the State of Montana, personally appeared Michael Sartorio as owner, of J&M DEVELOPMENT, LLC known to me to be the person who executed the foregoing instrument and acknowledged to me that he/she executed the same.



Sandra Slane  
Notary Public in and for the State of Montana  
Printed Name: Sandra Slane  
Residing at: Billings  
My commission expires: 1-31-2019

This agreement is hereby approved and accepted by the City of Billings, this \_\_\_\_ day of \_\_\_\_\_, 2017.

“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 in and 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: \_\_\_\_\_





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

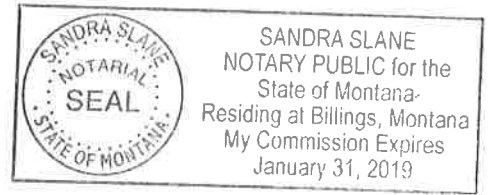
*Sandra Slane*

Notary Public in and for the State of Montana

Printed name: *Sandra Slane*

Residing in Billings, Montana

My commission expires: *1-31-2019*



**Regular City Council Meeting**

**Meeting Date:** 11/26/2018

**TITLE:** Final Plat of Zimmerman Home Place Subdivision, 2nd Filing

**PRESENTED BY:** Monica Plecker

**Department:** Planning & Community Services

**Presentation:** No

---

**PROBLEM/ISSUE STATEMENT**

The final plat for Zimmerman Home Place Subdivision, 2nd Filing is being presented to City Council for approval. The subject property is located west of Zimmerman Trail and north of Grand Avenue. The land is zoned Community Commercial and Neighborhood Commercial and is proposed for commercial development. The representing agent is Performance Engineering, and the owner is Billings Opportunities, LLC. The proposed plat received preliminary approval on July 23, 2018. Staff has determined that the proposed plat has met all the conditions of approval and is forwarding a recommendation of final plat 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 Zimmerman Home Place Subdivision, 2nd Filing. 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 Zimmerman Home Place Subdivision, 2nd Filing.

**APPROVED BY CITY ADMINISTRATOR**

---

**Attachments**

Final Plat  
SIA

---

# PLAT OF ZIMMERMAN HOME PLACE SUBDIVISION, 2ND FILING

BEING LOT 1 BLOCK 4 AND LOT 1 BLOCK 5 OF ZIMMERMAN HOME PLACE SUBDIVISION, 1ST FILING  
LOCATED IN THE SW<sup>1</sup>/<sub>4</sub> OF SECTION 34, T. 01 N., R. 25 E., P.M.M., CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR: BILLINGS OPPORTUNITIES, LLC  
PREPARED BY: PERFORMANCE ENGINEERING, LLC

TOTAL AREA OF SUBDIVISION = ±38.29 ACRES  
AUGUST 2018

**CERTIFICATE OF DEDICATION**

STATE OF MONTANA )  
County of \_\_\_\_\_ )

KNOW ALL BY THESE PRESENTS: That the undersigned owners of the following described tract of land, do hereby certify that they have caused to be surveyed, subdivided and platted into lots, blocks, and streets as shown on the annexed plat, said tract being situated in the SW<sup>1</sup>/<sub>4</sub> of Section 34, Township 1 North, Range 25 East, P.M.M., Yellowstone County, Billings, Montana, said tract being more particularly described as Lot 1 Block 4 and Lot 1 Block 5 of ZIMMERMAN HOME PLACE SUBDIVISION, 1ST FILING, Document No. 3811344, containing a gross area of 38.29 acres, and a net area of 34.68 acres, more or less.

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 lines over, under and across the areas designated on the plat as Utility Easement to have and hold forever. Said tract to be known and designated as ZIMMERMAN HOME PLACE SUBDIVISION, 2ND FILING.

Pursuant to 76-3-821 (3) (b), the parcels of this subdivision are nonresidential, and there is no parkland dedication.

Billings Opportunities, LLC.

\_\_\_\_\_  
Dan Sampson, Representative

STATE OF MONTANA )  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for the State of Montana, personally appeared Dan Sampson, known to me to be a representative of Billings Opportunities, LLC, known to me to be the persons who signed the forgoing instrument and who acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.

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

**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 \_\_\_\_\_

**CERTIFICATE OF CITY ATTORNEY**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Reviewed by \_\_\_\_\_

**CERTIFICATE OF SURVEYOR**

I, the undersigned Mark W. Kadmas, Registered Land Surveyor, do hereby certify that this survey was done under my direct supervision and the accompanying Certificate of Survey was prepared in accordance with the provisions of the Montana Subdivision and Platting Act, Sections 76-3-101 through 76-3-825 MCA.

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

Mark W. Kadmas, PLS 51414LS

**ERRORS AND OMISSIONS REVIEW**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Examining Land Surveyor \_\_\_\_\_

**CERTIFICATE OF CITY ENGINEER'S OFFICE**

I hereby certify that I have examined the annexed plat and find that it conforms with Section 76-4-125(2)(d) MCA removing sanitary restrictions since said plat is inside a master planning area and is provided with municipal facilities for the supply of water and disposal of sewage and solid waste.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
City Engineer's Office \_\_\_\_\_

**CERTIFICATE OF CITY COUNCIL APPROVAL**

The City Council of the City of Billings, Yellowstone County, Montana, does hereby certify that the accompanying plat for ZIMMERMAN HOME PLACE SUBDIVISION, 2ND FILING has been duly examined and have found the same to conform to the laws of the State of Montana, and the requirements of the Yellowstone County Board of Platting. 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 hereby accepted.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
CITY OF BILLINGS, MONTANA

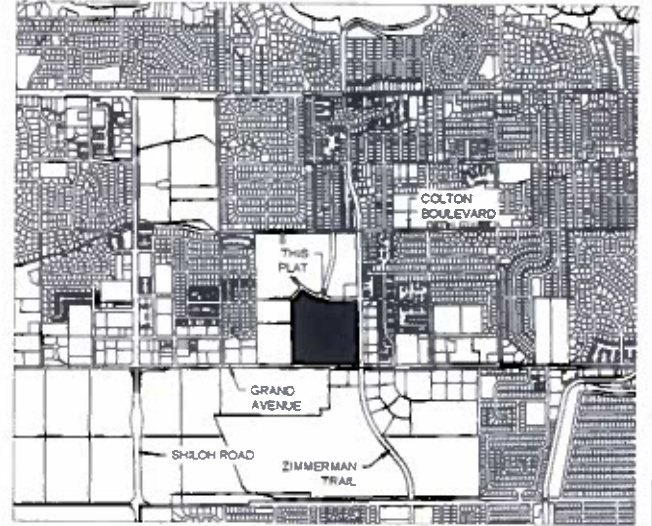
BY: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

**CERTIFICATE OF COUNTY TREASURER**

I hereby certify, pursuant to Section 76-3-611 MCA, that the accompanying plat has been duly examined and that all real property taxes and special assessments assessed and levied on the land have been paid.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Yellowstone County Treasurer \_\_\_\_\_



**VICINITY MAP**  
NOT TO SCALE

Curve Table			
Curve #	Length	Radius	Delta
C1	40.78	88.75	28°18'56"
C2	24.74	75.41	18°47'51"
C3	14.54	46.61	17°47'50"
C4	67.30	487.00	7°55'04"

Line Table		
Line #	Length	Direction
L1	36.58	N73°49'56"W
L2	35.07	S00°44'35"E
L3	18.75	N07°31'57"E
L4	80.05	N82°35'10"W
L5	18.44	S07°25'17"W
L6	21.25	N89°55'41"W

**SURVEY NOTE**

Line and curve data recorded in the ZIMMERMAN HOME PLACE SUBDIVISION, 1ST FILING, Document No. 3811344 were field verified with this survey and thus held true.

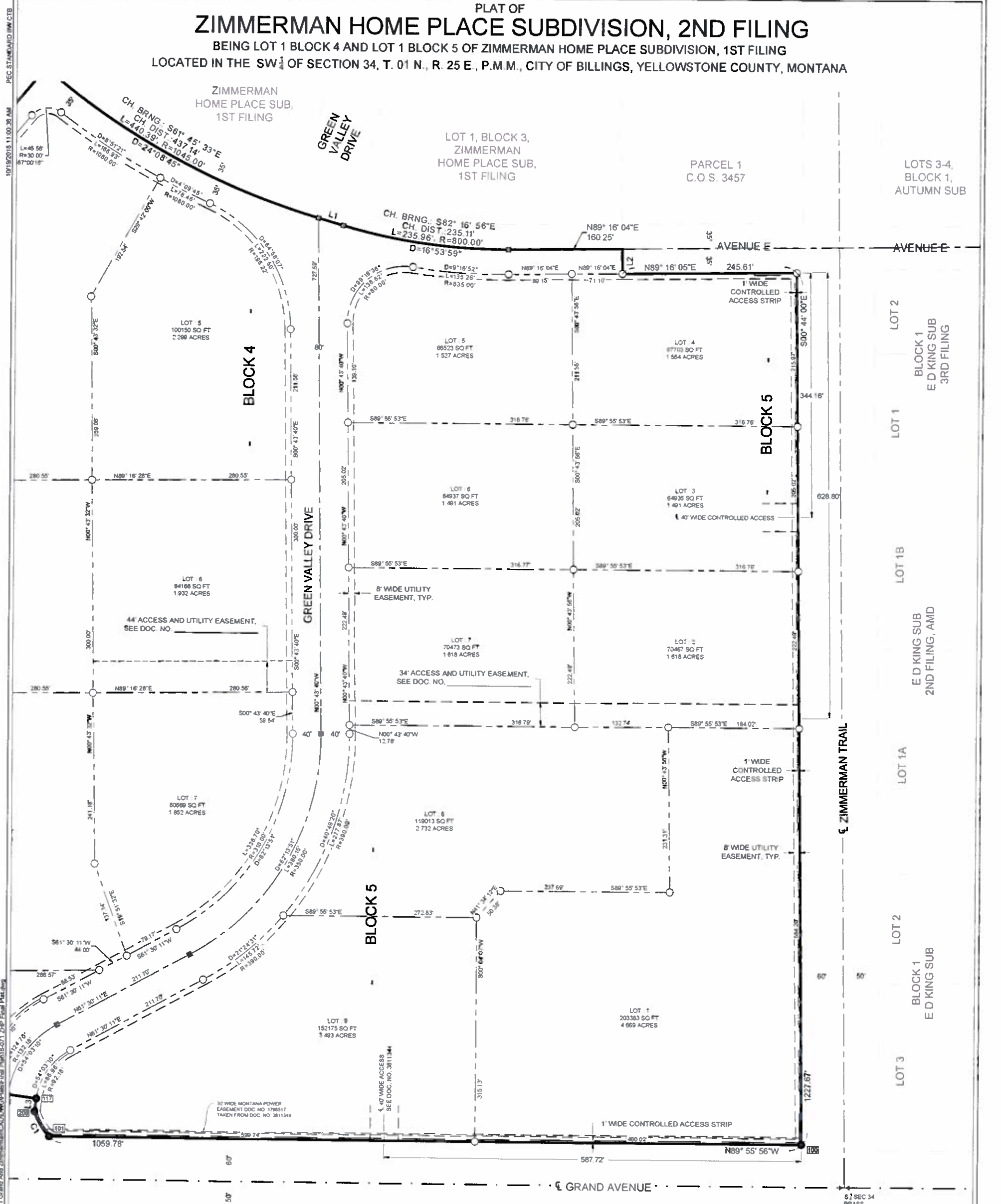
FOUND POINTS TABLE	
Point No.	Description
100	Found Yellow Plastic Cap Marked "Sanderson Stewart 83775"
101	Found Yellow Plastic Cap Marked "Sanderson Stewart 83775"
102	Found Yellow Plastic Cap Marked "Sanderson Stewart 83775"
103	Found Uncapped Bent Rebar
112	Found Yellow Plastic Cap Marked "Sanderson Stewart 83775"
113	Found Yellow Plastic Cap Marked "Sanderson Stewart 83775"
114	Found Yellow Plastic Cap Marked "Sanderson Stewart 83775"
115	Found Yellow Plastic Cap Marked "Sanderson Stewart 83775"
116	Found Yellow Plastic Cap Marked "Sanderson Stewart 83775"
117	Found Yellow Plastic Cap Marked "Sanderson Stewart 83775"
208	Found Yellow Plastic Cap Marked "Sanderson Stewart 83775"
214	Found Yellow Plastic Cap Marked "Sanderson Stewart 83775"

7100 COMMERCIAL AVE SUITE 4 BILLINGS, MT 59101	OFFICE - 406-394-0080 www.performance-ec.com	SHEET <b>1 OF 3</b>
DRAWN BY: WJM	CHECKED BY: MRC	DATE: 08SEP2018
DECLARATION OF ACCESS AND UTILITY EASEMENT Document No. _____		DECLARATION OF ACCESS AND UTILITY EASEMENT Document No. _____
SUBDIVISION IMPROVEMENTS AGREEMENT Document No. _____		DECLARATION OF RECIPROCAL EASEMENTS Document No. _____
COPYRIGHT 2018 E		

18/09/2018 11:00:38 AM PEC STANDARD BW.CTB

# PLAT OF ZIMMERMAN HOME PLACE SUBDIVISION, 2ND FILING

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



10/15/2018 11:00:39 AM PEC STANDARD JMW CTB

PARCEL 2A  
C.O.S. 2702

LOT 1 BLOCK 1 LOT 2  
CARDWELL RANCH SUB.  
1ST FILING

LOT 1, BLOCK 2  
CARDWELL RANCH SUB,  
1ST FILING

**LEGEND**

- FOUND MONUMENT, AS DESCRIBED
- SET 1" X 1/8" RB W/ PEC YPC, UNLESS OTHERWISE NOTED
- SET CENTERLINE MONUMENT BOX
- TABBED POINT
- SUBDIVISION BOUNDARY
- - - EASEMENT LINE
- - - RIGHT OF WAY
- - - NO ACCESS STRIP

BASIS OF BEARING  
Bearings are Montana State Plane (NAD83-2011)  
Distances are ground

7100 COMMERCIAL AVE. SUITE 4 BILLINGS, MT 59101		OFFICE - 406-364-0080 www.performance-ec.com		SHEET	
		2 OF 3		2 OF 3	



# PLAT OF ZIMMERMAN HOME PLACE SUBDIVISION, 2ND FILING

BEING LOT 1 BLOCK 4 AND LOT 1 BLOCK 5 OF ZIMMERMAN HOME PLACE SUBDIVISION, 1ST FILING  
LOCATED IN THE SW<sup>1</sup>/<sub>4</sub> OF SECTION 34, T. 01 N., R. 25 E., P.M.M., CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

18/12/2018 11:00:35 AM PEC STAMPAID.BW.CTB

LOT 1, BLOCK 1,  
ZIMMERMAN  
HOME PLACE SUB,  
1ST FILING

LOT 1, BLOCK 2,  
ZIMMERMAN  
HOME PLACE SUB,  
1ST FILING

LOT 1, BLOCK 3,  
ZIMMERMAN  
HOME PLACE SUB,  
1ST FILING

PAF  
C.O.

L=173.29', R=200.00'  
Δ=49°38'40"  
CH DIST: 167.92'  
CH BRNG: N85°08'10"E

CH. BRNG.: S61°45'33"E  
CH. DIST.: 437.14'  
L=160.93'  
R=108.00'  
D=24°08'45"

CH. BRNG.: S82°16'56"E  
CH. DIST.: 235.11'  
L=135.25'  
R=835.00'  
D=16°53'59"

S89°57'30"W  
84.47'

LOT 4  
133845 SQ FT  
3.068 ACRES

LOT 5  
100150 SQ FT  
2.299 ACRES

LOT 5  
66523 SQ FT  
1.527 ACRES

LOT 4  
87703 SQ FT  
1.994 ACRES

PARCEL 2B

BLOCK 4

GREEN VALLEY DRIVE

C.O.S. 2974, AMD

PARCEL 2A

BLOCK 4

BLOCK 5

LOT 1  
84106 SQ FT  
1.932 ACRES

LOT 5  
84186 SQ FT  
1.932 ACRES

LOT 6  
64807 SQ FT  
1.491 ACRES

LOT 3  
64835 SQ FT  
1.491 ACRES

LOT 2  
113198 SQ FT  
2.598 ACRES

LOT 7  
80869 SQ FT  
1.852 ACRES

LOT 7  
70473 SQ FT  
1.618 ACRES

LOT 2  
70487 SQ FT  
1.618 ACRES

LOT 1  
34848 SQ FT  
0.800 ACRES

LOT 2  
113198 SQ FT  
2.598 ACRES

LOT 9  
152175 SQ FT  
3.493 ACRES

LOT 8  
119013 SQ FT  
2.732 ACRES

LOT 1  
203383 SQ FT  
4.689 ACRES

LOT 1  
34848 SQ FT  
0.800 ACRES

LOT 2  
113198 SQ FT  
2.598 ACRES

LOT 9  
152175 SQ FT  
3.493 ACRES

LOT 8  
119013 SQ FT  
2.732 ACRES

LOT 1  
203383 SQ FT  
4.689 ACRES

PARCEL 2A  
C.O.S. 2702

LOT 1

BLOCK 1  
CARDWELL RANCH'S  
1ST FILING

**LEGEND**

- FOUND MONUMENT, AS DESCRIBED
- SET 1" X 18" RB W/PEC YPC, UNLESS OTHERWISE NOTED
- SET CENTERLINE MONUMENT BOX
- TABBED POINT
- SUBDIVISION BOUNDARY
- - - EASEMENT LINE
- - - RIGHT OF WAY
- - - 1' NO ACCESS STRIP



BASIS OF BEARING  
Bearings are Montana State Plane (NAD83-2011)  
Distances are ground

3100 COMMERCIAL AVE., SUITE 4 BILLINGS, MT 59101		OFFICE - 408-364-0080 www.performance-ec.com		SHEET
<b>PERFORMANCE</b> ENGINEERING			<b>3 OF 3</b>	
DRAWN BY: WJM	CHECKED BY: MWK	DATE: 05SEP2018		
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**SUBDIVISION IMPROVEMENTS AGREEMENT**  
**Zimmerman Home Place Subdivision, Second Filing**  
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City of Billings

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## SUBDIVISION IMPROVEMENTS AGREEMENT

### Zimmerman Home Place Subdivision, Second Filing

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

#### WITNESSETH:

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

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

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

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

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

#### **I. VARIANCES**

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

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

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



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

### **III. TRANSPORTATION**

#### **A. Streets**

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

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

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

#### **B. Sidewalks**

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

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

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

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

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



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

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

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

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

#### **E. Access**

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

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

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

**G. Public Transit**

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

**IV. EMERGENCY SERVICES**

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

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

At a minimum, the following is required:

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

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



**V. STORM DRAINAGE**

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

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

**VI. UTILITIES**

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

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

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

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

**A. Water**

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

**B. Sanitary Sewer**

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

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

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

**VII. PARKS/OPEN SPACE**

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

**VIII. IRRIGATION**

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



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

**IX. SOILS/GEOTECHNICAL STUDY**

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

**X. PHASING IMPROVEMENTS**

There are no intended phasing improvements.

**XI. FINANCIAL GUARANTEES**

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

**XII. LEGAL PROVISIONS**

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





# Waiver of Right to Protest

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

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

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

*Zimmerman Home Place Subdivision, Second Filing*

Signed and dated this 30<sup>th</sup> day of October, 20 18.

By: *Billings Opportunities, LLC*  
*[Signature]*

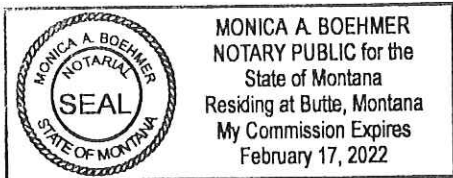
Its: *Construction & Dev. Mgr*

STATE OF MONTANA )  
 ) : ss  
 County of Silver Bow )

This record was acknowledged before me on this 30<sup>th</sup> day of October, 20 18 by *Dean Sampson*.

*Monica A Boehmer*  
 Signature of notarial officer

*Paralegal*  
 Title of officer (if not shown in stamp)



This agreement is hereby approved and accepted by the 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 in and 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: \_\_\_\_\_

**Consent 1. H. 1.**

**Regular City Council Meeting**

**Meeting Date:** 11/26/2018

**TITLE:** Payment of Claims October 22, 2018

**PRESENTED BY:** Andy Zoeller

**Department:** City Hall Administration

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$2,855,854.95 have been audited and are presented for City Council payment approval. A complete listing of the claims dated October 22, 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 approves the Payment of Claims.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

councilmemo\_10222018

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Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/22/2018	817925	5 Star Industries LLC	Solid Waste	\$ 40,600.00	8 30 yard roll offs and 1 20 yard roll off 7472
10/22/2018	817931	Advanced Eng & Enviro Services	Water	\$ 9,075.00	WO 18-18 WTP Bio-Filtration Study
10/22/2018	817932	Advantage Companies LLI	Library	\$ 7,680.00	Microfilm Subscription Billings Gazette
10/22/2018	817933	Agissar Corporation	Water	\$ 2,551.80	MAINTENANCE AGREEMENT RENEWAL
10/22/2018	817933	Agissar Corporation	Wastewater	\$ 1,701.20	MAINTENANCE AGREEMENT RENEWAL
10/22/2018	817936	American Cinema Equipment Inc	General	\$ 27,176.89	Audio Equipment for the Babcock Theater
10/22/2018	817939	Armscor Cartridge Incorporated	Police Programs	\$ 7,950.00	223 ammunition.
10/22/2018	817940	Askin Construction LLC	Airport	\$ 116,483.60	Repave Long Term Parking Lot
10/22/2018	817942	ATS Inland NW LLC	Airport	\$ 2,145.00	FY19 Energy Management Services - Terminal
10/22/2018	817942	ATS Inland NW LLC	Airport	\$ 611.00	FY19 Energy Management Services - QTA
10/22/2018	817943	Autenrieth	General	\$ 3,045.16	Noise Ordinance review project
10/22/2018	817944	Avery Electric Motor LLP	Wastewater	\$ 2,637.70	9688; BEARINGS & MOTOR
10/22/2018	817945	Bailey Construction Services Inc	Park District 1	\$ 3,923.37	Clean and crack seal, sealcoat senior center
10/22/2018	817945	Bailey Construction Services Inc	Park District 1	\$ 2,850.00	crackseal and sealcoat basketball courts on broadwater
10/22/2018	817945	Bailey Construction Services Inc	Park District 1	\$ 3,564.00	12 ton asphalt patchwork
10/22/2018	817945	Bailey Construction Services Inc	Park District 1	\$ 4,915.35	sealcoat approx 24,500sq
10/22/2018	817946	BASF Corpooeration	Wastewater	\$ 41,241.44	ZETAG FLEXIBLE IBC. VERBAL OK TO PAY-BRUCE SOUDER
10/22/2018	817950	Big Sky Disaster Restoration	Water	\$ 3,444.88	MTBI7X_AUG18-2; RESTORATION
10/22/2018	817950	Big Sky Disaster Restoration	Wastewater	\$ 1,148.29	MTBI7X_AUG18-2; RESTORATION
10/22/2018	817952	Billings Construction Supply	Street/Traffic Oper	\$ 1,500.00	rental of message board
10/22/2018	817952	Billings Construction Supply	Street/Traffic Oper	\$ 4,946.40	Mountain View Blvd Rockfall
10/22/2018	817958	Business Tax Section	Storm Sewer	\$ 1,616.56	Jackson Street Culvert
10/22/2018	817958	Business Tax Section	Park District 1	\$ 36.00	Business tax on invoice 4402-Billings Asphalt
10/22/2018	817958	Business Tax Section	Wastewater	\$ 9.00	King Ave West Water & Sewer Extension
10/22/2018	817958	Business Tax Section	Park District 1	\$ 49.65	Business tax on invoice 4401-Billings Asphalt
10/22/2018	817958	Business Tax Section	Airport	\$ 1,176.60	Repave Long Term Parking Lot
10/22/2018	817958	Business Tax Section	Gas Tax	\$ 1,682.94	WO 18-13 Kyhl Lane Sidewalk; 2 WO1813 CMG
10/22/2018	817958	Business Tax Section	EOC 911	\$ 1,666.23	Retainage Release 1 911 Center
10/22/2018	817958	Business Tax Section	Airport	\$ 80.00	Terminal Water Chiller Replacement Project
10/22/2018	817958	Business Tax Section	Water	\$ 9.00	King Ave West Water & Sewer Extension
10/22/2018	817958	Business Tax Section	Wastewater	\$ 3,971.79	Water & Sewer Replacement; 3 WO1801 Sch2 WMC
10/22/2018	817958	Business Tax Section	Park District 1	\$ 39.63	Business tax on invoice 4408-Billings Asphalt
10/22/2018	817958	Business Tax Section	Airport	\$ 362.44	Executive Hangar Access Road Improvements
10/22/2018	817958	Business Tax Section	Airport	\$ 188.38	Airline Support Facility
10/22/2018	817961	Century Link	General	\$ 46.20	Business line for Rose
10/22/2018	817961	Century Link	EOC 911	\$ 45.97	406-245-2296 911
10/22/2018	817961	Century Link	Water	\$ 39.44	406-245-3659 PUD Alarm Water Tower
10/22/2018	817961	Century Link	Airport	\$ 45.66	406-245-5834 Airport Alarm
10/22/2018	817961	Century Link	Public Safety	\$ 119.32	406-245-7469 Fire
10/22/2018	817961	Century Link	Public Safety	\$ 45.66	406-245-7481 Police
10/22/2018	817961	Century Link	EOC 911	\$ 45.65	406-245-3108 911

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/22/2018	817961	Century Link	EOC 911	\$ 45.65	406-245-3107 911
10/22/2018	817961	Century Link	Telephone System	\$ 228.20	406-248-3049 Main System T1 City/County Tie
10/22/2018	817961	Century Link	Radio	\$ 311.26	406-248-3635 Fire Airport Radio Tower WCK
10/22/2018	817961	Century Link	Radio	\$ 311.26	406-248-3636 Fire Airport Radio Tower Jellison
10/22/2018	817961	Century Link	Fleet	\$ 55.14	406-256-5047 Motor Pool
10/22/2018	817961	Century Link	Airport	\$ 54.19	406-256-7070 Airport
10/22/2018	817961	Century Link	Engineering	\$ 105.58	406-259-7758 Measured Lines Depot
10/22/2018	817961	Century Link	P.W. Admin	\$ 70.39	406-259-7758 Measured Lines Depot
10/22/2018	817961	Century Link	Public Safety	\$ 118.32	406-373-3742 Fire RR Crossing Alarm
10/22/2018	817961	Century Link	Public Safety	\$ 49.43	406-651-0282 Fire 5 911 Line
10/22/2018	817961	Century Link	City County Planning	\$ 39.06	406-656-9578 Planning Traffic Central Broadwater
10/22/2018	817961	Century Link	City County Planning	\$ 39.06	406-656-9604 Planning Traffic Central 9th
10/22/2018	817961	Century Link	Airport	\$ 58.30	406-256-6014 Airport P9 Building
10/22/2018	817961	Century Link	EOC 911	\$ 338.84	406-245-7101 9-1-1 Center Landfill #2
10/22/2018	817961	Century Link	EOC 911	\$ 298.32	406-245-7102 9-1-1 Center Fox Reservoir #2
10/22/2018	817961	Century Link	Solid Waste	\$ 50.83	406-256-7001 Solid Waste Scale House
10/22/2018	817961	Century Link	Street/Traffic Oper	\$ 50.57	406-259-3298 PW Traffic
10/22/2018	817961	Century Link	Wastewater	\$ 38.80	406-259-2328 PUD Sahara Sand Lift Station
10/22/2018	817961	Century Link	EOC 911	\$ 6,269.73	406-245-5527 New 9-1-1 Center
10/22/2018	817969	Civicplus	Library	\$ 3,500.44	Invoice 178506 Library website annual fee
10/22/2018	817970	CMG Construction LLC	Gas Tax	\$ 166,610.56	WO 18-13 Kyhl Lane Sidewalk;2 WO1813 CMG
10/22/2018	817973	Continuant Inc	Telephone System	\$ 5,715.02	AVST XpressCare Warranty Call Express and Speech license
10/22/2018	817977	Dell Marketing Lp	Water	\$ 976.64	10271774110; COMPUTERS
10/22/2018	817977	Dell Marketing Lp	Water	\$ 976.64	10271774110; COMPUTERS
10/22/2018	817977	Dell Marketing Lp	Wastewater	\$ 651.09	10271774110; COMPUTERS
10/22/2018	817977	Dell Marketing Lp	Wastewater	\$ 651.09	10271774110; COMPUTERS
10/22/2018	817978	Desert Mountain Corporation	Street/Traffic Oper	\$ 3,568.92	ice slicer
10/22/2018	817979	Dixie Petro-Chem	Water	\$ 822.00	Bulk Chlorine
10/22/2018	817979	Dixie Petro-Chem	Water	\$ 3,592.00	Bulk Chlorine
10/22/2018	817980	DoubleMap Inc	Transit	\$ 18,165.00	Hardware and Services for a Transit Fixed Route
10/22/2018	817981	DOWL	Water	\$ 1,080.50	2018 Water & Sewer Sch 1 N 27th Watermain
10/22/2018	817981	DOWL	Storm Sewer	\$ 3,843.54	WO 17-26 62nd and Rimrock Stormwater
10/22/2018	817981	DOWL	Water	\$ 2,608.98	Central Ave - Shiloh to 32nd St W
10/22/2018	817981	DOWL	Storm Sewer	\$ 26,318.04	WO 18-30 City County Drain Flood Mitigation
10/22/2018	817981	DOWL	Storm Sewer	\$ 3,407.00	WO 18-28 Jackson Street Culvert Replacement
10/22/2018	817981	DOWL	Wastewater	\$ 3,300.71	Central Ave - Shiloh to 32nd St W
10/22/2018	817981	DOWL	Gas Tax	\$ 69,503.10	WO 16-05 Central Ave - Shiloh to 32nd St W
10/22/2018	817981	DOWL	Sidewalk Construction	\$ 2,057.14	Central Ave - Shiloh to 32nd St W

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/22/2018	817983	DW Oxendahl LLC	Storm Sewer	\$ 160,039.44	WO 18-28 Jackson Street Culvert
10/22/2018	817986	Energy Laboratories Inc	Wastewater	\$ 25.00	179745; YR ALGAE SAMPLING
10/22/2018	817986	Energy Laboratories Inc	Wastewater	\$ 240.00	180005; YR ALGAE SAMPLING
10/22/2018	817986	Energy Laboratories Inc	Wastewater	\$ 240.00	180008; YR ALGAE SAMPLING
10/22/2018	817986	Energy Laboratories Inc	Wastewater	\$ 240.00	180009; YR ALGAE SAMPLING
10/22/2018	817986	Energy Laboratories Inc	Wastewater	\$ 240.00	180010; YR ALGAE SAMPLING
10/22/2018	817986	Energy Laboratories Inc	Wastewater	\$ 240.00	180480; YR ALGAE SAMPLING
10/22/2018	817986	Energy Laboratories Inc	Wastewater	\$ 300.00	183491; YR ALGAE SAMPLING
10/22/2018	817986	Energy Laboratories Inc	Wastewater	\$ 100.00	183494; YR ALGAE SAMPLING
10/22/2018	817986	Energy Laboratories Inc	Wastewater	\$ 326.99	186953; YR ALGAE SAMPLING
10/22/2018	817986	Energy Laboratories Inc	Wastewater	\$ 480.00	187601; YR ALGAE SAMPLING
10/22/2018	817986	Energy Laboratories Inc	Wastewater	\$ 240.00	187935; YR ALGAE SAMPLING
10/22/2018	817986	Energy Laboratories Inc	Wastewater	\$ 240.00	188200; YR ALGAE SAMPLING
10/22/2018	817986	Energy Laboratories Inc	Wastewater	\$ 240.00	189659; YR ALGAE SAMPLING
10/22/2018	817986	Energy Laboratories Inc	Wastewater	\$ 75.00	190786; OIL & GREASE
10/22/2018	817986	Energy Laboratories Inc	Wastewater	\$ 1,410.00	191286; YR ALGAE SAMPLING
10/22/2018	817986	Energy Laboratories Inc	Wastewater	\$ 1,410.00	191287; YR ALGAE SAMPLING
10/22/2018	817986	Energy Laboratories Inc	Wastewater	\$ 2,350.00	191288; YR ALGAE SAMPLING
10/22/2018	817986	Energy Laboratories Inc	Wastewater	\$ 470.00	191289; YR ALGAE SAMPLING
10/22/2018	817986	Energy Laboratories Inc	Wastewater	\$ 940.00	191290; YR ALGAE SAMPLING
10/22/2018	817989	EnvisionWare, Inc	Library	\$ 2,515.39	Inv-US-38644 Annual system maintenance
10/22/2018	817991	Facts On File Inc	Library	\$ 4,724.06	Online databases subscription renewals
10/22/2018	817994	First Montana Title Co	CDBG	\$ 10,000.00	FTHB Avery Bullshows 3709 Cambridge
10/22/2018	817995	Fisher Construction, Inc	EOC 911	\$ 164,956.75	Retainage Release 1 for 911 Center
10/22/2018	818005	Hansers Automotive	General	\$ 3,589.05	1122
10/22/2018	818005	Hansers Automotive	Public Safety	\$ 60.00	242534
10/22/2018	818008	Hardrives Construction Inc	Airport	\$ 35,881.56	Executive Hangar Access Road Improvements
10/22/2018	818010	Harrington Industrial Plastics	Street/Traffic Oper	\$ 5,804.80	2191757
10/22/2018	818010	Harrington Industrial Plastics	Street/Traffic Oper	\$ 2,152.00	2191757
10/22/2018	818011	HDR, Inc.	Wastewater	\$ 124,758.93	Upgrade Expansion & Improvements
10/22/2018	818011	HDR, Inc.	Solid Waste	\$ 1,464.49	WO 18-17 CNG Backup Compressor
10/22/2018	818011	HDR, Inc.	Water	\$ 31,820.08	Leavens Reservoir Expansion & Zone 1 Improvements
10/22/2018	818011	HDR, Inc.	Wastewater	\$ 54,644.51	YELLOWSTONE RIVER SAMPLING & ANALYSIS PLAN
10/22/2018	818011	HDR, Inc.	Wastewater	\$ 29,662.23	YELLOWSTONE RIVER SAMPLING & ANALYSIS PLAN
10/22/2018	818011	HDR, Inc.	Water	\$ 932.83	HYDRAULIC CAPACITY OF DITCH SYSTEMS
10/22/2018	818014	I-State Truck, Inc.	Solid Waste	\$ 528.92	C251249750.01
10/22/2018	818014	I-State Truck, Inc.	Solid Waste	\$ 39.00	C251249750.01
10/22/2018	818014	I-State Truck, Inc.	Public Safety	\$ 2,689.04	C251251459.01
10/22/2018	818014	I-State Truck, Inc.	Public Safety	\$ 152.60	C251251548.01
10/22/2018	818014	I-State Truck, Inc.	Solid Waste	\$ 2.95	C251251814.01
10/22/2018	818014	I-State Truck, Inc.	Solid Waste	\$ 130.03	C251251789.01

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/22/2018	818014	I-State Truck, Inc.	Public Safety	\$ (345.00)	C251251584.01
10/22/2018	818014	I-State Truck, Inc.	Street/Traffic Oper	\$ 147.03	C251252469.01
10/22/2018	818014	I-State Truck, Inc.	Public Safety	\$ (172.50)	C251252455.01
10/22/2018	818014	I-State Truck, Inc.	Wastewater	\$ 30.30	C251252334.01
10/22/2018	818014	I-State Truck, Inc.	Wastewater	\$ 161.35	C251252323.01
10/22/2018	818014	I-State Truck, Inc.	Public Safety	\$ 542.06	C251252295.01
10/22/2018	818016	Industrial Sales & Service	Wastewater	\$ 3,638.00	124619; TOOLS FOR PRIMARY DIGESTER
10/22/2018	818019	Intermountain Traffic, LLC	Arterial Streets	\$ 16,925.00	WO 18-05 54th Street W & Rimrock Rd Signal
10/22/2018	818019	Intermountain Traffic, LLC	Arterial Streets	\$ 8,182.00	WO 19-99 2019 Signal Upgrade; 3470/3
10/22/2018	818026	Kemira Water Solutions, Inc	Water	\$ 28,966.40	PAX
10/22/2018	818028	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 849.94	1 1/2" and 3" crushed base
10/22/2018	818028	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 945.01	1 1/2" crushed base
10/22/2018	818028	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 2,669.15	asphalt
10/22/2018	818030	L P Anderson Tire Co. Inc.	Street/Traffic Oper	\$ 1,436.00	1102684
10/22/2018	818030	L P Anderson Tire Co. Inc.	General	\$ 244.00	1102732
10/22/2018	818030	L P Anderson Tire Co. Inc.	General	\$ 65.00	1102732
10/22/2018	818030	L P Anderson Tire Co. Inc.	Street/Traffic Oper	\$ 57.50	1102937
10/22/2018	818030	L P Anderson Tire Co. Inc.	Street/Traffic Oper	\$ 153.00	1102938
10/22/2018	818030	L P Anderson Tire Co. Inc.	Public Safety	\$ 55.00	1102770
10/22/2018	818030	L P Anderson Tire Co. Inc.	Public Safety	\$ 190.06	1102826
10/22/2018	818030	L P Anderson Tire Co. Inc.	Street/Traffic Oper	\$ 154.50	1102961
10/22/2018	818030	L P Anderson Tire Co. Inc.	Street/Traffic Oper	\$ 1,436.00	1102977
10/22/2018	818030	L P Anderson Tire Co. Inc.	Public Safety	\$ 40.00	1103044
10/22/2018	818030	L P Anderson Tire Co. Inc.	Public Safety	\$ 195.80	1103046
10/22/2018	818030	L P Anderson Tire Co. Inc.	Public Safety	\$ 95.00	1103047
10/22/2018	818030	L P Anderson Tire Co. Inc.	Public Safety	\$ 549.52	1103049
10/22/2018	818030	L P Anderson Tire Co. Inc.	Street/Traffic Oper	\$ 331.00	1103120
10/22/2018	818030	L P Anderson Tire Co. Inc.	Public Safety	\$ 605.64	1103089
10/22/2018	818030	L P Anderson Tire Co. Inc.	Street/Traffic Oper	\$ 33.00	1103363
10/22/2018	818036	MES-NW	Public Safety	\$ 8.13	SHIPPING FedEx GROUND
10/22/2018	818036	MES-NW	Public Safety	\$ 974.00	201275-01 EPIC 3 VOICE AMPLIFIER
10/22/2018	818036	MES-NW	Public Safety	\$ 2,076.00	200388-01 TOOL ADAPTER
10/22/2018	818036	MES-NW	Public Safety	\$ 138.50	COMPRESSOR OIL, 5 LITER
10/22/2018	818036	MES-NW	Public Safety	\$ 750.00	THE HUSH AIR 7500 COMPRESSOR SYSTEM
10/22/2018	818036	MES-NW	Public Safety	\$ 500.00	SERVICE/TRAIN FIRE PERSONNEL
10/22/2018	818038	Miller Trois LLC	General	\$ 2,010.00	I19-007683 Miller Trois LLC
10/22/2018	818038	Miller Trois LLC	Building Inspection	\$ 6,458.00	I19-007683 Miller Trois LLC
10/22/2018	818038	Miller Trois LLC	City County Planning	\$ 4,302.00	I19-007683 Miller Trois LLC
10/22/2018	818038	Miller Trois LLC	CDBG	\$ 5,024.00	I19-007683 Miller Trois LLC
10/22/2018	818041	Montana Dept Of Transportation	Street/Traffic Oper	\$ 32,450.82	maci vacuum sweeper

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10/22/2018	818042	MT Municipal Interlocal Authority	Property Ins	\$ 29,756.96	Deductible Recovery Invoice for October 2018
10/22/2018	818047	Morrison Maierle Inc	Airport	\$ 176,881.32	Schematic Design Phase Terminal Building Expansion
10/22/2018	818047	Morrison Maierle Inc	Airport	\$ 3,374.16	Airline Support Facility Project - CA
10/22/2018	818047	Morrison Maierle Inc	Airport	\$ 4,553.57	Repave Exec Hangar Parking Lot & Road Approach
10/22/2018	818047	Morrison Maierle Inc	Water	\$ 10,279.65	1 RetRel WO1716 MMI
10/22/2018	818047	Morrison Maierle Inc	Airport	\$ 6,788.75	Repave Long-Term Parking Lot - CA
10/22/2018	818047	Morrison Maierle Inc	Airport	\$ 18,875.70	Makeup Air Unit Replacement
10/22/2018	818047	Morrison Maierle Inc	Wastewater	\$ 5,754.30	2018 Water & Sewer Replacement
10/22/2018	818047	Morrison Maierle Inc	Wastewater	\$ 67,319.55	2018 Water & Sewer Sch 2 Sanitary Sewer
10/22/2018	818047	Morrison Maierle Inc	Airport	\$ 43,944.30	Schematic Design Phase Terminal Building Expansion
10/22/2018	818048	Moulton Bellingham PC	General	\$ 2,050.00	Inv. #126962 Ron Hill v. COB
10/22/2018	818048	Moulton Bellingham PC	General	\$ 35.00	Inv.# 126963 Stone et al v. COB
10/22/2018	818048	Moulton Bellingham PC	General	\$ 4,240.00	Inv.# 126965 Abromeit et al v. COB
10/22/2018	818048	Moulton Bellingham PC	General	\$ 800.00	Palmer Enterprises, Inc. et al v. COB
10/22/2018	818057	Northwest Scientific Inc	Wastewater	\$ 3,004.60	5113526; WRF LAB, OVEN
10/22/2018	818058	NorthWestern Energy	Street/Traffic Oper	\$ 11,851.66	Signal Bills 10.18.18
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 504.24	SILMD 8 Acct# 0712544-6
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 513.66	SILMD 9 Acct# 0712545-3
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 1,446.69	SILMD 10 Acct# 0712546-1
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 4,279.00	SILMD 13 Acct# 0721276-4
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 90.45	SILMD 18 Acct# 0712554-5
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 2,092.37	SILMD 14 Acct# 0721277-2
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 1,268.40	SILMD 17 Acct# 0712553-7
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 4,528.01	SILMD 109 Acct# 0712561-0
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 186.42	SILMD 113 Acct# 0712562-8
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 3,322.02	SILMD 117 Acct# 0712566-9
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 601.83	SILMD 116 Acct# 0712565-1
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 229.27	SILMD 115 Acct# 0712564-4
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 974.39	SILMD 114 Acct# 0712563-6
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 401.21	SILMD 125 Acct# 0712574-3
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 200.61	SILMD 126 Acct# 0712575-0
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 1,003.05	SILMD 124 Acct# 0712573-5
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 343.90	SILMD 123 Acct# 0712572-7
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 196.07	SILMD 122 Acct# 0712571-9
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 2,579.24	SILMD 121 Acct# 0712570-1
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 158.17	SILMD 119 Acct# 0712568-5
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 240.13	SILMD 118 Acct# 0712567-7
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 1,805.47	SILMD 107 Acct# 0712560-2
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 2,731.52	SILMD 100 Acct# 0712559-4
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 465.14	SILMD 95 Acct# 0712556-0
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 13,719.95	SILMD 97 Acct# 0712557-8



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10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 1,620.67	SILMD 99 Acct# 0712558-6
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 735.24	SILMD 127 Acct# 0712576-8
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 514.68	SILMD 128 Acct# 0712577-6
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 343.90	SILMD 129 Acct# 0712578-4
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 130.19	SILMD 130 Acct# 0712579-2
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 888.40	SILMD 131 Acct# 0712580-0
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 241.77	SILMD 133 Acct# 0712581-8
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 557.94	SILMD 134 Acct# 0712582-6
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 539.18	SILMD 135 Acct# 0712583-4
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 487.19	SILMD 136 Acct# 0712584-2
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 386.41	SILMD 137 Acct# 0712585-9
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 773.78	SILMD 138 Acct# 0712586-7
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 257.94	SILMD 139 Acct# 0712587-5
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 601.83	SILMD 143 Acct# 0712588-3
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 28.57	SILMD 144 Acct# 0712589-1
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 490.16	SILMD 145 Acct# 0712590-9
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 372.55	SILMD 146 Acct# 0712591-7
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 482.98	SILMD 147 Acct# 0712592-5
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 1,518.98	SILMD 149 Acct# 0712593-3
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 784.26	SILMD 150 Acct# 0712594-1
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 659.13	SILMD 151 Acct# 0712595-8
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 4,458.22	SILMD 152 Acct# 0712596-6
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 563.68	SILMD 153 Acct# 0712597-4
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 1,274.43	SILMD 154 Acct# 0712598-2
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 515.85	SILMD 155 Acct# 0712599-0
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 955.83	SILMD 157 Acct# 0712600-6
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 831.08	SILMD 158 Acct# 0712601-4
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 1,132.25	SILMD 159 Acct# 0712602-2
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 745.11	SILMD 160 Acct# 0712603-0
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 1,102.88	SILMD 161 Acct# 0712604-8
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 62.78	SILMD 162 Acct# 0712605-5
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 679.65	SILMD 163 Acct# 0712606-3
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 392.13	SILMD 164 Acct# 0712607-1
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 917.06	SILMD 165 Acct# 0712608-9
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 245.09	SILMD 167 Acct# 0712609-7
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 588.19	SILMD 171 Acct# 0712610-5
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 557.94	SILMD 172 Acct# 0712611-3
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 1,225.42	SILMD 173 Acct# 0712612-1
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 1,029.35	SILMD 174 Acct# 0712613-9
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 343.11	SILMD 175 Acct# 0712614-7
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 44.84	SILMD 176 Acct# 0712615-4

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10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 269.60	SILMD 178 Acct# 0712616-2
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 539.18	SILMD 179 Acct# 0712617-0
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 367.64	SILMD 180 Acct# 0712618-8
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 1,748.16	SILMD 181 Acct# 0712619-6
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 612.70	SILMD 182 Acct# 0712620-4
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 73.80	SILMD 183 Acct# 0712621-2
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 392.13	SILMD 184 Acct# 0712622-0
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 147.05	SILMD 185 Acct# 0712623-8
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 624.88	SILMD 186 Acct# 0712624-6
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 245.09	SILMD 187 Acct# 0712625-3
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 294.10	SILMD 188 Acct# 0712626-1
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 245.09	SILMD 189 Acct# 0712627-9
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 1,274.43	SILMD 190 Acct# 0712628-7
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 437.87	SILMD 191 Acct# 0712629-5
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 318.60	SILMD 192 Acct# 0712630-3
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 784.26	SILMD 193 Acct# 0712631-1
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 263.11	SILMD 194 Acct# 0712632-9
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 219.27	SILMD 195 Acct# 0712633-7
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 70.49	SILMD 196 Acct# 0712634-5
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 70.49	SILMD 197 Acct# 0712635-2
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 122.54	SILMD 198 Acct# 0712636-0
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 88.48	SILMD 200 Acct# 0712637-8
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 514.68	SILMD 201 Acct# 0712638-6
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 581.39	SILMD 202 Acct# 0712639-4
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 18.79	SILMD 203 Acct# 0712640-2
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 384.25	SILMD 204 Acct# 0712641-0
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 35.87	SILMD 205 Acct# 0712642-8
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 343.11	SILMD 206 Acct# 0712643-6
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 392.13	SILMD 207 Acct# 0712644-4
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 256.21	SILMD 208 Acct# 0712645-1
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 563.68	SILMD 209 Acct# 0712646-9
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 84.57	SILMD 210 Acct# 0712647-7
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 46.99	SILMD 211 Acct# 0712648-5
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 46.99	SILMD 212 Acct# 0712649-3
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 28.19	SILMD 213 Acct# 0712650-1
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 415.73	SILMD 214 Acct# 0712651-9
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 147.05	SILMD 216 Acct# 0712652-7
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 355.36	SILMD 217 Acct# 0712653-5
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 254.49	SILMD 220 Acct# 0712654-3
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 8.97	SILMD 221 Acct# 0712655-0
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 74.25	SILMD 222 Acct# 0712656-8

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10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 112.75	SILMD 223 Acct# 0712657-6
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 1,886.36	SILMD 224 Acct# 0712658-4
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 366.88	SILMD 225 Acct# 0712659-2
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 302.02	SILMD 226 Acct# 0712660-0
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 611.06	SILMD 227 Acct# 0712661-8
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 831.08	SILMD 228 Acct# 0712662-6
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 429.89	SILMD 229 Acct# 0712663-4
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 1,003.05	SILMD 230 Acct# 0712664-2
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 601.83	SILMD 231 Acct# 0712665-9
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 2,607.89	SILMD 232 Acct# 0712666-7
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 821.37	SILMD 233 Acct# 0712667-5
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 461.94	SILMD 234 Acct# 0712668-3
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 516.77	SILMD 235 Acct# 0712669-1
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 164.44	SILMD 236 Acct# 0712670-9
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 416.64	SILMD 237 Acct# 0712671-7
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 15.34	SILMD 238 Acct# 0712672-5
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 98.03	SILMD 239 Acct# 0712673-3
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 394.65	SILMD 240 Acct# 0712674-1
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 642.48	SILMD 241 Acct# 0712675-8
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 85.97	SILMD 242 Acct# 0712676-6
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 114.63	SILMD 244 Acct# 0712677-4
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 89.17	SILMD 245 Acct# 0712678-2
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 343.90	SILMD 246 Acct# 0712679-0
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 1,199.22	SILMD 247 Acct# 0712680-8
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 2,542.03	SILMD 248 Acct# 0712681-6
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 2,837.19	SILMD 249 Acct# 0718734-7
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 197.34	SILMD 250 Acct# 0719001-0
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 4,052.73	SILMD 251 Acct# 0718801-4
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 573.16	SILMD 252 Acct# 0719162-0
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 2,005.11	SILMD 253 Acct# 0719644-7
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 148.51	SILMD 254 Acct# 0719763-5
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 174.18	SILMD 255 Acct# 0720813-5
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 879.23	SILMD 257 Acct# 0720360-7
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 2,704.24	SILMD 258 Acct# 0720606-3
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 1,360.87	SILMD 259 Acct# 0720810-1
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 515.85	SILMD 261 Acct# 0720705-3
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 3,253.52	SILMD 262 Acct# 0720937-2
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 949.48	SILMD 263 Acct# 0720716-0
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 162.01	SILMD 264 Acct# 0721427-3
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 362.78	SILMD 265 Acct# 0721556-9
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 42.07	SILMD 266 Acct# 0721684-9

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10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 431.98	SILMD 270 Acct# 0906944-4
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 1,034.95	SILMD 271 Acct# 0995095-7
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 2,911.80	SILMD 272 Acct# 0905005-5
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 208.90	SILMD 273 Acct# 0926386-4
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 469.12	SILMD 276 Acct# 0961926-3
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 855.16	SILMD 277 Acct# 1058710-3
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 208.30	SILMD 278 Acct# 1087619-1
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 63.68	SILMD 279 Acct# 1124127-0
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 679.98	SILMD 280 Acct# 1045653-1
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 441.07	SILMD 283 Acct# 1172743-5
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 350.91	SILMD 285 Acct# 1206985-2
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 246.25	SILMD 286 Acct# 1296582-8
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 1,836.30	SILMD 288 Acct# 1303978-9
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 198.41	SILMD 289 Acct# 1685375-6
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 140.05	SILMD 290 Acct# 1433921-2
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 630.48	SILMD 292 Acct# 1481532-8
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 245.09	SILMD 293 Acct# 1481534-4
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 490.16	SILMD 294 Acct# 1481535-1
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 114.63	SILMD 295 Acct# 1481536-9
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 1,298.93	SILMD 296 Acct# 1481537-7
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 220.59	SILMD 297 Acct# 1481539-3
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 196.07	SILMD 298 Acct# 1481540-1
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 417.34	SILMD 300 Acct# 1662840-6
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 5,138.53	SILMD 301 Acct# 1687005-7
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 260.85	SILMD 302 Acct# 1607534-3
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 866.83	SILMD 305 Acct# 1695873-8
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 206.26	SILMD 306 Acct# 1740353-6
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 2,696.36	SILMD 307 Acct# 2049005-8
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 273.57	SILMD 308 Acct# 2072459-7
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 333.98	SILMD 309 Acct# 2001311-6
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 288.09	SILMD 310 Acct# 2060519-2
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 266.35	SILMD 311 Acct# 3014475-2
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 227.86	SILMD 312 Acct# 3146127-0
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 405.56	SILMD 315 Acct# 3305804-1
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 1,137.33	SILMD 316 Acct# 3291842-7
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 83.91	SILMD 317 Acct# 3253826-6
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 800.79	SILMD 318 Acct# 3372018-6
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 54.44	SILMD 320 Acct# 0712569-3
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 428.48	SILMD 321 Acct# 3338917-2
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 84.41	SILMD 322 Acct# 3402033-9
10/22/2018	818058	NorthWestern Energy	Light Maintenance	\$ 105.02	SILMD 324 Acct# 1246537-3

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/22/2018	818059	NorthWestern Energy	Solid Waste	\$ 1,470.87	3252194-0
10/22/2018	818059	NorthWestern Energy	General	\$ 813.84	0722287-0
10/22/2018	818059	NorthWestern Energy	Water	\$ 10,806.47	0722264-9
10/22/2018	818059	NorthWestern Energy	General	\$ 886.62	0720821-8
10/22/2018	818059	NorthWestern Energy	Airport	\$ 280.96	Detail Bay 3 Enterprise. October 2018
10/22/2018	818059	NorthWestern Energy	Airport	\$ 389.72	Detail Bay 2 National/Alamo. October 2018
10/22/2018	818059	NorthWestern Energy	Water	\$ 10,266.07	0723040-2
10/22/2018	818059	NorthWestern Energy	Airport	\$ 90.77	Detail Bay 5 Thrifty/Dollar. October 2018
10/22/2018	818059	NorthWestern Energy	Airport	\$ 254.71	Detail Bay 4 Avis/Budget. October 2018
10/22/2018	818059	NorthWestern Energy	General	\$ 866.81	0723045-1
10/22/2018	818059	NorthWestern Energy	Airport	\$ 226.46	3446396-8. USDA. October 2018
10/22/2018	818059	NorthWestern Energy	Airport	\$ 68.27	1138926-9. Aero Interiors. October 2018
10/22/2018	818059	NorthWestern Energy	Water	\$ 190.01	1142253-2
10/22/2018	818059	NorthWestern Energy	Facilities Mngmt	\$ 884.89	1160802-3
10/22/2018	818059	NorthWestern Energy	Facilities Mngmt	\$ 2,722.23	1160804-9
10/22/2018	818059	NorthWestern Energy	General	\$ 608.33	1191404-1
10/22/2018	818059	NorthWestern Energy	Facilities Mngmt	\$ 3,414.17	1269391-7
10/22/2018	818059	NorthWestern Energy	Street/Traffic Oper	\$ 0.32	1740357-7
10/22/2018	818059	NorthWestern Energy	General	\$ 24.83	1836666-6
10/22/2018	818059	NorthWestern Energy	Street/Traffic Oper	\$ 0.67	1748896-6
10/22/2018	818059	NorthWestern Energy	Public Safety	\$ 962.66	0871546-8
10/22/2018	818059	NorthWestern Energy	General	\$ 380.53	0925496-2
10/22/2018	818059	NorthWestern Energy	Facilities Mngmt	\$ 657.66	0975808-7
10/22/2018	818059	NorthWestern Energy	Water	\$ 932.34	1116452-2
10/22/2018	818059	NorthWestern Energy	General	\$ 0.10	0839280-5
10/22/2018	818059	NorthWestern Energy	General	\$ 5.85	0723056-8
10/22/2018	818059	NorthWestern Energy	Airport	\$ 686.53	1669567-8. TSA Building. October 2018
10/22/2018	818059	NorthWestern Energy	General	\$ 96.62	0712536-2
10/22/2018	818059	NorthWestern Energy	General	\$ 45.62	0712387-0
10/22/2018	818059	NorthWestern Energy	General	\$ 24.72	0720818-4
10/22/2018	818059	NorthWestern Energy	Airport	\$ 501.44	2001848-7. Detail Bay 1 Hertz. October 2018
10/22/2018	818059	NorthWestern Energy	Airport	\$ 347.99	2001846-1. Mud Wash. October 2018
10/22/2018	818059	NorthWestern Energy	Airport	\$ 24.09	1647695-4. De Icer. October 2018
10/22/2018	818059	NorthWestern Energy	Airport	\$ 1,938.61	1993430-6. Car Wash. October 2018
10/22/2018	818059	NorthWestern Energy	Wastewater	\$ 1,476.80	0100606-3
10/22/2018	818059	NorthWestern Energy	Water	\$ 4,430.40	0100606-3
10/22/2018	818059	NorthWestern Energy	Airport	\$ 1,712.36	0100484--5. ARFF Facility. October 2018.
10/22/2018	818059	NorthWestern Energy	Water	\$ 112,236.95	0100606-3
10/22/2018	818059	NorthWestern Energy	Airport	\$ 3,003.82	0100483-7. Runway Lights. October 2018
10/22/2018	818059	NorthWestern Energy	Wastewater	\$ 65,284.13	0100591-7
10/22/2018	818059	NorthWestern Energy	Public Safety	\$ 1,747.91	OCT2018/911 CENTER ELECTRIC, 16,320 KWH

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/22/2018	818059	NorthWestern Energy	Airport	\$ 80.75	385107-5. Employee Parking. October 2018
10/22/2018	818059	NorthWestern Energy	Wastewater	\$ 156.70	Electricity EA 3242625-5
10/22/2018	818059	NorthWestern Energy	Water	\$ 956.09	0100485-2
10/22/2018	818059	NorthWestern Energy	Water	\$ 635.46	MONTHLY SERVICE FEES 5809 CANYONWOODS DR
10/22/2018	818066	Plumb MT INC	Airport	\$ 7,920.00	Terminal Water Chiller Replacement Project
10/22/2018	818072	RDO Equipment Co.	Solid Waste	\$ 1,970.64	Parts for Landfill equipment P40187
10/22/2018	818072	RDO Equipment Co.	Solid Waste	\$ 332.77	Parts for Landfill equipment P40440
10/22/2018	818072	RDO Equipment Co.	Water	\$ 1,717.42	39463
10/22/2018	818072	RDO Equipment Co.	Water	\$ 36.86	39833
10/22/2018	818072	RDO Equipment Co.	Water	\$ 13.88	39819
10/22/2018	818073	Red Oxx Manufacturing Inc	Tax Increment East	\$ 15,290.60	TIF Assistance
10/22/2018	818077	Rocky Mt Oilfield Warehouse	Police Programs	\$ 8,355.00	Radios.
10/22/2018	818080	Safetech, Inc	General	\$ 5,423.31	Overpayment to the State
10/22/2018	818083	Sanderson Stewart	Tax Increment East	\$ 85,361.87	EBURD N 10TH ST to N 13TH St
10/22/2018	818087	Shallow Creek Kennels, Inc	Public Safety	\$ 6,250.00	Invoice 173090 Fall - Cost of new K9
10/22/2018	818093	Solid Waste Systems Inc	Solid Waste	\$ 919.98	107990
10/22/2018	818093	Solid Waste Systems Inc	Fleet	\$ 2,193.92	107990 PO NUM 306990
10/22/2018	818093	Solid Waste Systems Inc	Fleet	\$ 104.69	108001 PO NUM 306990
10/22/2018	818093	Solid Waste Systems Inc	Solid Waste	\$ 856.82	108075
10/22/2018	818093	Solid Waste Systems Inc	Solid Waste	\$ 103.89	108077
10/22/2018	818093	Solid Waste Systems Inc	Solid Waste	\$ 113.12	108266
10/22/2018	818093	Solid Waste Systems Inc	Solid Waste	\$ 435.50	108356
10/22/2018	818093	Solid Waste Systems Inc	Solid Waste	\$ 150.99	108356
10/22/2018	818093	Solid Waste Systems Inc	Solid Waste	\$ 142.10	108236
10/22/2018	818096	Springsted	Sidewalk Debt Svc	\$ 2,542.00	October 2, 2009 - October 2, 2014
10/22/2018	818096	Springsted	Sidewalk Debt Svc	\$ 558.00	October 2, 2009 - October 2, 2014
10/22/2018	818096	Springsted	Facilities Mngmt	\$ 1,550.00	1061-999-30 March 5, 2013 - March 5, 2018
10/22/2018	818096	Springsted	SID Fund	\$ 2,639.44	1061.999-19
10/22/2018	818096	Springsted	SID Fund	\$ 460.56	1061.999-19
10/22/2018	818096	Springsted	SID Fund	\$ 3,100.00	1061.999-17 October 9, 2001 - July 1, 2017
10/22/2018	818096	Springsted	Sidewalk Debt Svc	\$ 664.02	Aug 25, 2011 - Aug 25, 2016
10/22/2018	818096	Springsted	Sidewalk Debt Svc	\$ 2,435.98	Aug 25, 2011 - Aug 25, 2016
10/22/2018	818096	Springsted	Sidewalk Debt Svc	\$ 855.00	Arbitrage Calculations June 1, 2016 to July 1, 2018
10/22/2018	818096	Springsted	Sidewalk Debt Svc	\$ 285.00	Arbitrage Calculations June 1, 2016 to July 1, 2018
10/22/2018	818096	Springsted	Sidewalk Debt Svc	\$ 760.00	Arbitrage Calculations June 1, 2016 to July 1, 2018
10/22/2018	818096	Springsted	Sidewalk Debt Svc	\$ 155.00	Arbitrage Calculations Sept 15, 2008-Sept 15, 2018
10/22/2018	818096	Springsted	Sidewalk Debt Svc	\$ 2,945.00	Arbitrage Calculations Sept 15, 2008-Sept 15, 2018
10/22/2018	818096	Springsted	SID Fund	\$ 2,029.75	Arbitrage Calculations Sept 20, 2007 - Sept 20, 2017
10/22/2018	818096	Springsted	SID Fund	\$ 1,070.25	Arbitrage Calculations Sept 20, 2007 - Sept 20, 2017
10/22/2018	818096	Springsted	SID Fund	\$ 826.90	1061.999-18 June 29, 2006 - June 29, 2016
10/22/2018	818096	Springsted	SID Fund	\$ 1,213.03	1061.999-18 June 29, 2006 - June 29, 2016

Check Date	Check #	Name	Fund Name	Amount	Item Desc
10/22/2018	818096	Springsted	SID Fund	\$ 1,060.07	1061.999-18 June 29, 2006 - June 29, 2016
10/22/2018	818096	Springsted	Sidewalk Debt Svc	\$ 744.00	Aug 22, 2012 - Aug 22, 2017
10/22/2018	818096	Springsted	Sidewalk Debt Svc	\$ 2,356.00	Aug 22, 2012 - Aug 22, 2017
10/22/2018	818100	Swank Enterprises	Airport	\$ 18,649.62	Airline Support Facility
10/22/2018	818101	Sympro Inc	General	\$ 4,427.93	10677 - Annual Maintenance 12/2018-12/2019
10/22/2018	818103	Terracon Consultants	Gas Tax	\$ 1,159.50	Poet Streets - Overlay & Curb; TB10458
10/22/2018	818103	Terracon Consultants	Street/Traffic Oper	\$ 12,736.29	Mountain View Rock Removal; TB12297/1
10/22/2018	818103	Terracon Consultants	General	\$ 12,236.83	Mountain View Boulevard Rockfall; TB12297/1
10/22/2018	818106	TMG Services Inc	Water	\$ 45.55	TMG; SAFETY YOLKS
10/22/2018	818106	TMG Services Inc	Water	\$ 5,833.42	PUMP FOR BACK UP DISINFECTION
10/22/2018	818109	Town & Country Supply	Transit	\$ 15,658.38	312279 PO NUM 306982
10/22/2018	818109	Town & Country Supply	Airport	\$ 21,456.52	Invoice #312284. QTA Car Rental Fuel
10/22/2018	818114	USDA APHIS	Airport	\$ 3,181.60	Wildlife Management Contract Fees July1 - Sept 30, 2018
10/22/2018	818121	Wesco Distribution Inc	Arterial Streets	\$ 22,880.00	54th Street W & Rimrock Rd Signal
10/22/2018	818122	Western Municipal Constr	Wastewater	\$ 393,207.44	Water & Sewer Replacement
10/22/2018	818122	Western Municipal Const	Water	\$ 891.00	King Ave West Water & Sewer Extension
10/22/2018	818122	Western Municipal Const	Wastewater	\$ 891.00	King Ave West Water & Sewer Extension
10/22/2018	818129	Zayo Group LLC	Telephone System	\$ 2,511.77	Bill Account #026770-T1 Ethernet Connections

**Regular City Council Meeting**

**Meeting Date:** 11/26/2018

**TITLE:** Public Hearing and Encroachment Appeal for Alberta Bair Theater

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

**Department:** Public Works

**Presentation:** No

**PROBLEM/ISSUE STATEMENT**

The Alberta Bair Theater (ABT) submitted an encroachment permit to add a plaza/landscaping area on the north side of the theater along 3rd Ave N. City staff denied the permit for several reasons which are detailed in the attached letter. Generally, when staff reviews an encroachment, it is to determine if the private use of the right of way conflicts with the public use of the right of way. If the encroachment does not impede the public use and is deemed an appropriate fixture in the right of way, the encroachment will be approved. In this case, the public is using the right of way because the area in question is a parking lane and a driving lane. If the encroachment is granted, the traffic lane will need to skew through the intersection and for approximately one block and there will be a loss of several parking spaces along that frontage.

The other reason staff did not approve the encroachment is because a plan for the Alberta Bair Theater (ABT) site was presented to City Council when the right of way was vacated in 2016. Given a portion of the right of way has already been granted to the ABT for their use, staff was hesitant to approve the use of additional right of way. The right of way is intended and necessary for transportation, parking, utilities and other public uses and staff is always concerned about reducing that capacity. It becomes more difficult to serve the public if the city is vacating right of way and encumbering the remaining right of way for private use.

ABT has submitted a request for an appeal so the Council is being asked to review the encroachment and determine if approval of the encroachment is acceptable.

**ALTERNATIVES ANALYZED**

The City Council must hold a public hearing and then may:

- Approve the encroachment permit for the ABT, or;
- Disapprove the encroachment permit for the ABT. If the permit is not approved, the design for the site will need to conform to the available land.

**FINANCIAL IMPACT**

The administrative cost for the permit is covered by the permit fee. If the encroachment permit is approved, the annual cost is \$1/sq. ft. for a total annual cost of \$320. Because the City of Billings is the actual property owner, the fee would be assessed to the City.

**RECOMMENDATION**



Staff recommends that the City Council conduct a public hearing and that the encroachment permit be denied.

## **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Letter Denying Permit

ABT Appeal Letter

ABT Proposed site plan

ABT Encroachment Permit Application

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# City of Billings

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**PUBLIC WORKS DEPARTMENT**  
**ENGINEERING DIVISION**  
2224 Montana Ave  
Billings, MT 59101  
Office (406) 657-8231  
Fax (406) 237-6291

November 8, 2018

Mr. Michael Sanderson  
Sanderson Stewart  
1300 N. Transtech Way  
Billings, MT 59102

Re: Alberta Bair Encroachment Permit

Dear Michael:

We received the encroachment permit application for the Alberta Bair on October 30, 2018. After review, city staff is denying the application for a couple of reasons. First, when the public right of way was vacated in April 2016, the City Council was presented with a plan for what the site would look like upon completion and this request utilizes right of way beyond that plan. City staff is hesitant to approve additional use of the right of way that was not part of the vacation discussion with City Council.

More generally, when we review encroachment permits, we weigh the request to use the public right of way for a private use against the public's need for the right of way. The encroachment that was requested in the application was for sidewalk/plaza improvements adjacent to the Alberta Bair Theater. The improvements would extend into one of the driving lanes thereby requiring the road to be "skewed" through the intersection and for approximately one block before moving back into its alignment. An alignment as requested is not in the best interests of the public as it makes for an unexpected driving situation. The skew of the road would also create maintenance challenges for striping, plowing, and sweeping. In addition, there would be a loss of several parking spaces for that block.

In short, city staff determined that the encroachment could not be justified from a technical standpoint when using the private use versus the public need basis.

The appeal process is lined out in city code and I've included it below.

**Sec. 22-407. - Encroachment permit required.**

(a) No encroachment on any public right-of-way or public property shall be allowed except by authority of an encroachment permit issued by the city administrator or his designee. Application for an encroachment permit shall be made on the forms and in accordance with the procedure prescribed by the city administrator. A fee for the permit application shall be charged to cover the administrative costs of

processing as prescribed by council resolution. If the issuance of the permit is approved, the city administrator or his designee shall issue the permit. If the permit is denied, the applicant shall be provided with a statement of the reasons therefore, which reasons shall be entered in writing on the application. The applicant shall be entitled to appeal the denial of the permit to the city council as provided in subsection (b) below.

(b) From the date of denial of the permit, the applicant shall have ten (10) days in which to submit a written notice appealing such denial to the city council. The notice of appeal shall be filed with the city clerk and shall state reasons supporting the grant of the encroachment permit, the applicant's correct mailing address and telephone number, shall be signed by the applicant and shall be accompanied by the processing fee as prescribed by council resolution. The appeal shall be placed on a city council agenda not more than twenty-one (21) days after receipt of notice. The applicant shall be notified in writing by certified mail, return receipt requested, of the date and time the matter will be considered on the agenda. In addition, notice of the hearing shall be published once in the official city legal newspaper prior to the hearing. The notice shall include the proposed encroachment encroaches, the extent of the encroachment and the duration. The applicant and all other interested persons may appear at the time and place and be heard either for or against.

(Code 1967, §§ 3.20.001, 3.20.050; Ord. No. 85-4671, § 3, 10-21-85)

You can consider this the statement of reasons which you need in order to appeal the decision. This letter will start the 10 day period for the city to receive the appeal. In anticipation of this denial, you did include a request for appeal of the decision so I delivered this letter along with the encroachment application to the City Clerk to start the appeal process. If you would like to discuss this further, you can call me at (406) 657-3097 or email me at [melingd@ci.billings.mt.us](mailto:melingd@ci.billings.mt.us). City staff will keep you updated on the status of the appeal and when it will be heard by the City Council.

Sincerely,

A handwritten signature in black ink, appearing to read 'Debi Meling', written in a cursive style.

Debi Meling, P.E.

City Engineer

October 30, 2018

Ms. Debi Meling, City Engineer  
City of Billings Public Works  
2224 Montana Ave.  
Billings, MT 59101

Subject: Appeal to City Council for Approval of Encroachment Permit for Alberta Bair Theater

Dear Debi:

In anticipation of a denial of the Encroachment Permit application for the sidewalk and plaza expansion and other streetscape improvements adjacent to the Alberta Bair Theater, we would like to formally request that the application be submitted to the City Clerk so that we may appeal the final decision to the City Council.

The proposed improvements are driven by the pending expansion of the Alberta Bair Theater and are necessary to create an attractive and safe environment for the potentially high volume of pedestrians entering and exiting the Alberta Bair Theater during events. We respectfully request the opportunity to appeal the merits of the proposed improvements to the City Council.

Please let me know if you need any additional information.

Sincerely,



Michael P. Sanderson, PE, PTOE  
President/CEO

MPS/bc

O:2018\_Meling\_Appeal\_Ltr\_103018\_SC



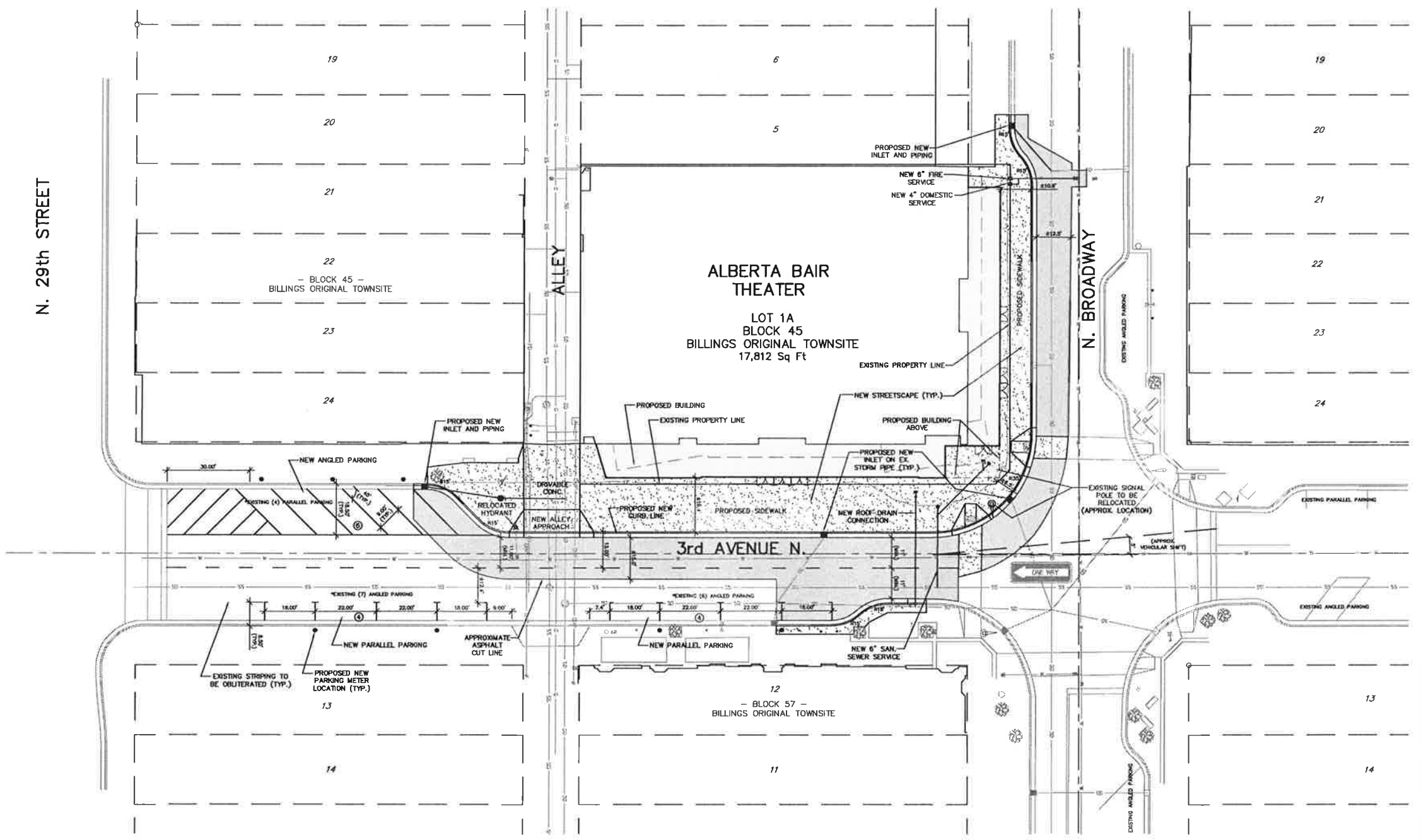
To Plan and Design  
Enduring Communities...

FILE: 01010\_03\_ENCRHNT\_EXHIBIT.DWG  
PROJECT NO: 01010.03  
CAD: ATV/JAZ/MAT  
QUALITY ASSURANCE:  
DRAWING HISTORY  
DATE DESCRIPTION  
08/02/18 DD SUBMITAL  
10/05/18 35% CD  
10/24/18 50% CD

**ALBERTA BAIR THEATER - REMODEL**  
LOT 1A, BLOCK 45, BILLINGS ORIGINAL TOWNSITE, AV.  
2801 3RD AVE. NORTH  
BILLINGS, MONTANA  
SITE PLAN

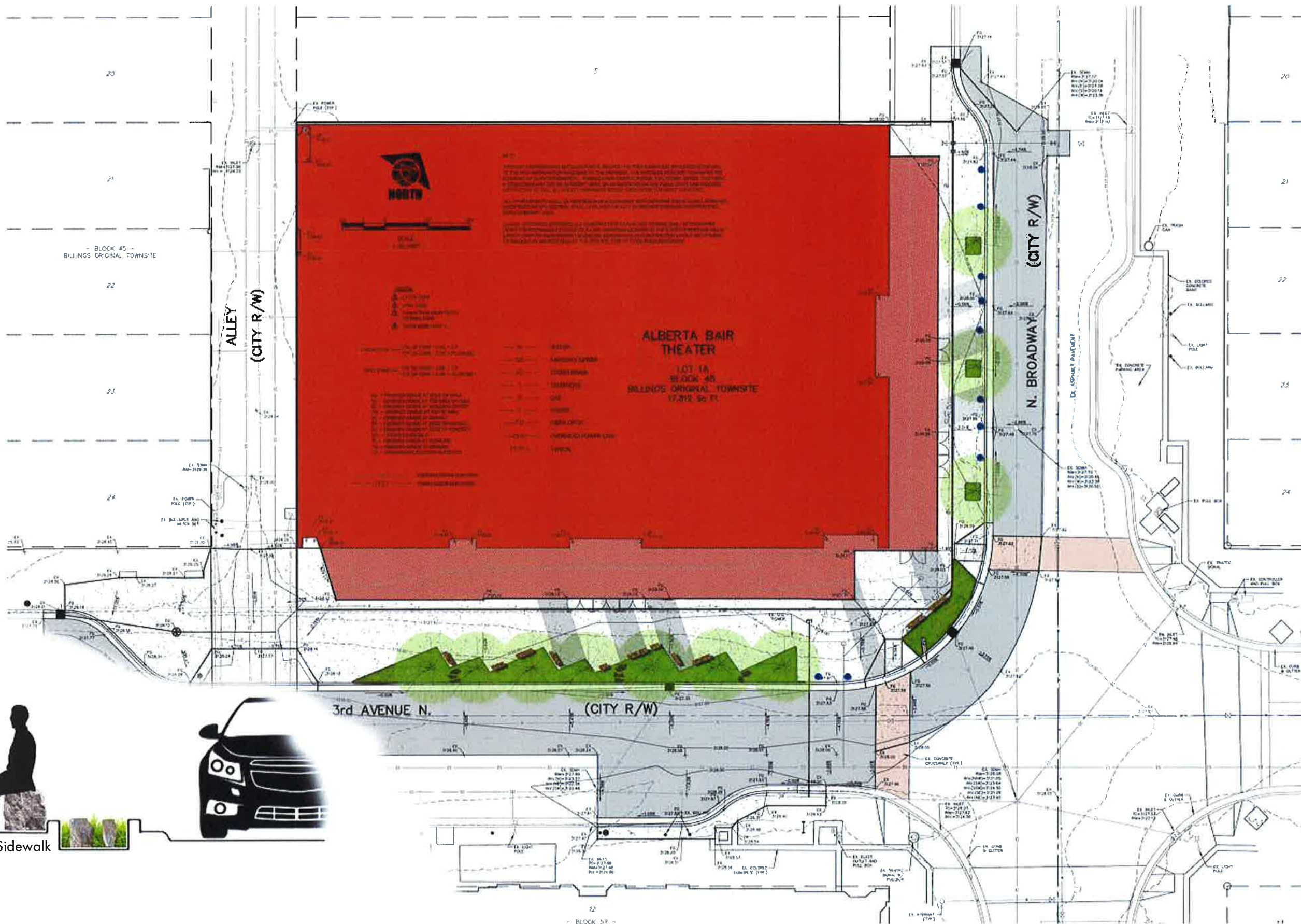
**PRELIMINARY - FOR REVIEW**

**C2.0**



**NOTE:**  
-EXISTING UNDERGROUND INSTALLATIONS & PRIVATE UTILITIES SHOWN ARE INDICATED ACCORDING TO THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF SUCH INFORMATION. SERVICE LINES (WATER, POWER, GAS, STORM, SEWER, TELEPHONE & TELEVISION) MAY NOT BE STRAIGHT LINES OR AS INDICATED ON THE PLANS. STATE LAW REQUIRES CONTRACTOR TO CALL ALL UTILITY COMPANIES BEFORE EXCAVATION FOR EXACT LOCATIONS.  
-ALL IMPROVEMENTS SHALL BE PERFORMED IN ACCORDANCE WITH MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS 6TH EDITION, APRIL, 2010, AND THE CITY OF BILLINGS STANDARD MODIFICATIONS, DATED FEBRUARY, 2018.  
-UNLESS OTHERWISE SPECIFIED, ALL CONSTRUCTION LAYOUT AND STAKING SHALL BE PERFORMED UNDER THE RESPONSIBLE CHARGE OF A LAND SURVEYOR LICENSED IN THE STATE OF MONTANA AND BY A PARTY CHIEF OR ENGINEERING TECHNICIAN EXPERIENCED IN CONSTRUCTION LAYOUT AND STAKING TECHNIQUES AS ARE REQUIRED BY THE SPECIFIC TYPE OF WORK BEING PERFORMED.





Cross Section of Sidewalk

# Alberta Bair, Streetscape Concept (Plan)

Billings, Montana

September 2018

01010.03 09/26/2018



## PROCEDURE FOR ENCROACHMENT PERMIT APPLICATION

EFFECTIVE November 29, 1999

1. Application and Permit form with "special provision" can be obtained from the City Engineering Division.
2. Complete original form and one copy must be returned to the Engineering Division with the \$50.00 application fee to cover administrative review costs. The original application will be retained by the City Engineering Division; the duplicate will be the applicant's file copy.
3. The application must be signed by the **Property Owner** of record.
4. At least two weeks review time by the Engineering Division should be allowed. It shall be the applicant's responsibility to coordinate with all appropriate utilities. The application fee of \$50.00 and the annual fee (typically \$1.00 per square foot of encroachment area is billed annually on the owner's property tax statement) must be completed on the Application and Permit form and the fee submitted to the City Engineer. If there is any question on the fee, please contact the Engineering Division at 657-8231.
5. If the Engineering Division recommends the approval of the application, the Permit Clerk will contact the applicant.
6. If the Engineering Division recommends denial of the application, the copy will be returned to the property owner, who may elect as an individual to submit the application to the City Clerk and the City Council for the appeal process.
7. If the City Council approves the Encroachment Permit, the City will forward an executed copy of the Permit to the Public Works Account Clerk for the annual assessment to be placed on the tax rolls.
8. The Public Works Account Clerk will forward the original to Engineering for filing, and will forward an executed copy of the Permit to the property owner.

CITY ENGINEERING DIVISION  
2224 MONTANA AVE  
BILLINGS, MT 59102

STRUCTURE ENCROACHMENT APPLICATION AND PERMIT

\$50.00 / \_\_\_\_\_  
Application Annual Fee Tax Code Number

APPLICATION FOR PERMIT TO

Install streetscape improvements in Public R/W (3rd Avenue N.)

(Insert Nature of Permit)

1. Name of Applicant: Alberta Bair Theater (for City of Billings)
2. Address of Applicant: 2801 3rd Avenue N., Billings, MT 59101
3. Telephone number of applicant: (406) 256-8915
4. Legal Description: Subdivision: Original Town of Billings, Am.  
Lot(s): 1A Block: 45 Address: 2801 3rd Ave. N.
5. Property Owner: City of Billings  
(Permittee)
6. Property Owner's Address: 210 N. 27th Street, Billings, MT 59101
7. If Permittee is a Corporation, give State of Incorporation and names of President and Secretary: \_\_\_\_\_  
\_\_\_\_\_
8. Nature of Permit desired: (Give sufficient detail to permit thorough understanding, and submit blue prints or sketches, in duplicate.)  
Install sidewalk/plaza improvements including planters, landscaping and related improvements to provide a safe pedestrian space near the theater entrance/exit. (See attached exhibit).
9. Location of installations or structures to be installed: \_\_\_\_\_  
North side of 3rd Ave. N. adjacent to Alberta Bair Theater
10. For how long a period is the permit desired: Permanent

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated at Billings, Montana, this 30th day of October, 2018

  
SIGNATURE OF PERMITTEE



## SPECIAL PROVISIONS PERMIT

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

1. **TERM.** This permit shall be in force and effect from the date hereof until revoked as herein provided.
2. **RENTAL OR FEES.** Fees shall be \$1.00 / sq. ft. / year or as established by ordinance.
3. **REVOCAION.** This permit may be revoked by the City upon written notice to Permittee, at the address shown in the application hereto attached, but the City reserves the right to revoke this permit without giving said notice in the event Permittee breaks any of the conditions or terms set forth herein.
4. **COMMENCEMENT OF WORK.** No work shall be commenced until Permittee notifies the City Engineer when he proposes to commence work.
5. **CHANGES IN STREET.** If City changes street necessitating changes in structure or installations installed under this permit, Permittee shall make necessary changes without expense to City.
6. **CITY SAVED HARMLESS FROM CLAIMS.** In accepting this permit, the Permittee, its/his successors or assigns, agree to protect the City and save it harmless from all claims, actions or damage of every kind and description which may accrue to, or be suffered by, any person or persons, corporations or property by reason of the performance of any such work, character of materials used or manner of installations, maintenance and operation or by the improper occupancy of said street right-of-way, and in case any suit and or action is brought against the City and arising out of, or by reason of, any of the above causes, the Permittee, its/his successors or assigns, will, upon notice to it/ him of the commencement of such action defend the same at its/his sole cost and expense and satisfy any judgement which may be rendered against the City in any such suit or action.
7. **PROTECTION OF TRAFFIC.** Insofar as the interests of the City and the traveling public are concerned, all work performed under this permit shall be done under the supervision of the City Engineer of the City of Billings and his authorized representatives, and he/they shall indicate barriers to be erected, the lighting thereof at night, placing of flagmen and watchmen, manner which traffic is to be handled, shall specify to Permittee new road surfaces to be replaced if it is disturbed during operations, but said supervision shall in no way operate to relieve or discharge Permittee from any of the obligations assumed by acceptance of this permit, and especially those set forth under Section 6, hereof.
8. **STREET AND DRAINAGE.** If the work done under this permit interferes in any way with the drainage of the City streets or alleys affected, Permittee shall, at their own expense, make such provisions as the City may direct to take care of drainage.
9. **RUBBISH AND DEBRIS.** Upon completion of work contemplated under this permit, all rubbish and debris shall be immediately removed and the roadway and roadside left in a neat and presentable condition satisfactory to the City.
10. **WORK TO BE SUPERVISED BY THE CITY.** All work contemplated under this permit shall be done under the supervision of, and to the satisfaction of, an authorized representative of the City, and the City hereby reserves the right to order the change of location or removal of any structure or installation authorized by this permit at any time, said changes or removal to be made at the sole expense of the Permittee.
11. **CITY RIGHT NOT TO BE INTERFERED WITH.** All such changes, reconstruction or relocation shall be done by Permittee in such a manner as will cause the least interference with any of the City's work, and the City shall not be liable for any damage to the Permittee by reasons of any such work by the City, its agents, contractors or representatives, or by the installations or structures placed under this permit.
12. **REMOVAL OF INSTALLATIONS OR STRUCTURES.** Unless waived by the City upon termination of this permit, the Permittee shall remove the installations or structures contemplated by this permit and restore the premises to the condition existing at the time of entering upon the same under this permit, reasonable and ordinary wear and tear and damage by the elements, or by circumstances over which the Permittee has no control, excepted.

13. MAINTENANCE AT EXPENSE OF PERMITTEE. Permittee shall maintain, at its/ his sole expense the installations and structures for which this permit is granted, in a condition satisfactory to the City.
14. CITY NOT LIABLE FOR DAMAGE TO INSTALLATIONS. In accepting this permit, the Permittee agrees that the City shall not be held liable for any damage or injury done to said installations or structures by any City employee engaged in construction, alteration, repair, maintenance or improvement of the City street or alley.
15. CITY TO BE REIMBURSED FOR REPAIRING ROADWAY. Upon being billed therefore Permittee agrees to promptly reimburse City for any expense incurred in repairing surface of roadway due to settlement at installation, or for any damage to roadway or structure as a result of the work performed under this permit.
16. OTHER CONDITIONS AND/OR REMARKS. If this encroachment involves excavation in the public right-of-way, (1) a licensed and bonded contractor must obtain a right-of-way permit from the City Engineer's Office prior to start of work; and (2) applicant must maintain a subscription to Montana One-Call System for locating utility lines and underground facilities.

Dated at Billings, Montana, this 30th day of October, 2018.

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

City Engineering Division of the Public Works Department

\_\_\_\_\_  
  
 (PERMITTEE)

BY: \_\_\_\_\_  
 (CITY ENGINEER)  
 \_\_\_\_\_  
 (DATE)

**Regular City Council Meeting**

**Meeting Date:** 11/26/2018

**TITLE:** Public Hearing - 708 Broadwater Avenue Site Development Variance

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

**Department:** Public Works

**Presentation:** No

**PROBLEM/ISSUE STATEMENT**

The property located at 708 Broadwater Avenue has been utilized as a medical facility since 2008. The building is approximately 14,000 square feet. Per Site Development Ordinance 6-1203(j), BMCC, the parking requirements for this size of building for medical use would be 70 parking stalls. The site has 44 parking stalls, and the owner was granted a site development variance in 2008 for parking. With the variance, a conditional variance agreement was completed that stated the variance was only applicable to the current owner and use. The building has been sold, however, the new owner wants to have a similar medical use for the building and has applied for a variance from Section 6-1203(j), BMCC, for parking. Attached is a letter explaining their parking situation. It is similar to the previous use. There has not been complaints of over parking for this building. Attached is a new conditional variance agreement for the new site development variance. Staff is recommending approval of this variance.

**ALTERNATIVES ANALYZED**

The Council may:

- Approve the variance which reduces the number of parking stalls required; or
- Disapprove the variance. If the variance is not approved, the applicant will have to find more parking stalls for their use.

**FINANCIAL IMPACT**

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

**RECOMMENDATION**

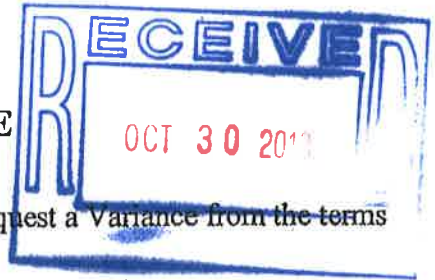
Staff recommends that the City Council approve variance from the site development ordinance to reduce the number of parking stalls required for 708 Broadwater Avenue and authorize the Mayor to sign the Conditional Variance Agreement.

**APPROVED BY CITY ADMINISTRATOR**

**Attachments**

Variance application and letter  
Site Plan  
Conditional Variance Agreement

APPLICATION FOR VARIANCE



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

1. Legal description of property: Lot 40, Block 4, Yellowstone Add.  
Tax ID# A18917 near Attached Appendix A

2. Address (If unknown, contact the City Engineer's office) or general location: 708 Broadwater Avenue

3. Owner (s): Broadwater, LLC  
(Recorded Owner)  
708 Broadwater Avenue  
(Address)

4. Agent (s): Jeff Fanning Collaborative Design  
(Name)  
2200 Grant Road, Billings  
(Address)  
248-7443 jeff@collaborativeda.com  
(Phone Number) (Email)

5. Section of the Site Development Ordinance that this request for variance applies to: on site parking requirement

6. Reason for request: Renew parking variance originally approved on Sept 27, 2008

7. Covenants for deed restriction on the property: Yes \_\_\_\_\_ No X

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

Signature: [Signature] Date: Oct 30, 2013  
(Recorded Owner) Agent

Fee: \_\_\_\_\_ Receipt #: \_\_\_\_\_ Hearing Date: \_\_\_\_\_ Application # \_\_\_\_\_





# COLLABORATIVE DESIGN

A R C H I T E C T S

2280 Grant Road Suite C Billings, MT

T. 406.248.3443 F. 406.248.3765

[collaborativedesignarchitects.com](http://collaborativedesignarchitects.com)

## APPLICATION FOR VARIANCE **APPENDIX 'A'**

Per existing variance:

Parcel A:

Lots 40 and 41 of First Addition to Block 4, Yellowstone Addition to the copy of Billings, Yellowstone County, Montana, according to the official plat now on file and of record in the office of the Clerk and Recorder of Yellowstone County, Montana under Document No. 452104

Parcel B:

Lots 42-50 (inclusive), Block 4, of Yellowstone Addition to the City of Billings, Yellowstone County, Montana, according to the official plat now on file and of record in the office of the Clerk and Recorder of Yellowstone County, Montana under Document No. 4067

COLLABORATIVE DESIGN ARCHITECTS, INC.

# COLLABORATIVE DESIGN

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## APPLICATION FOR VARIANCE

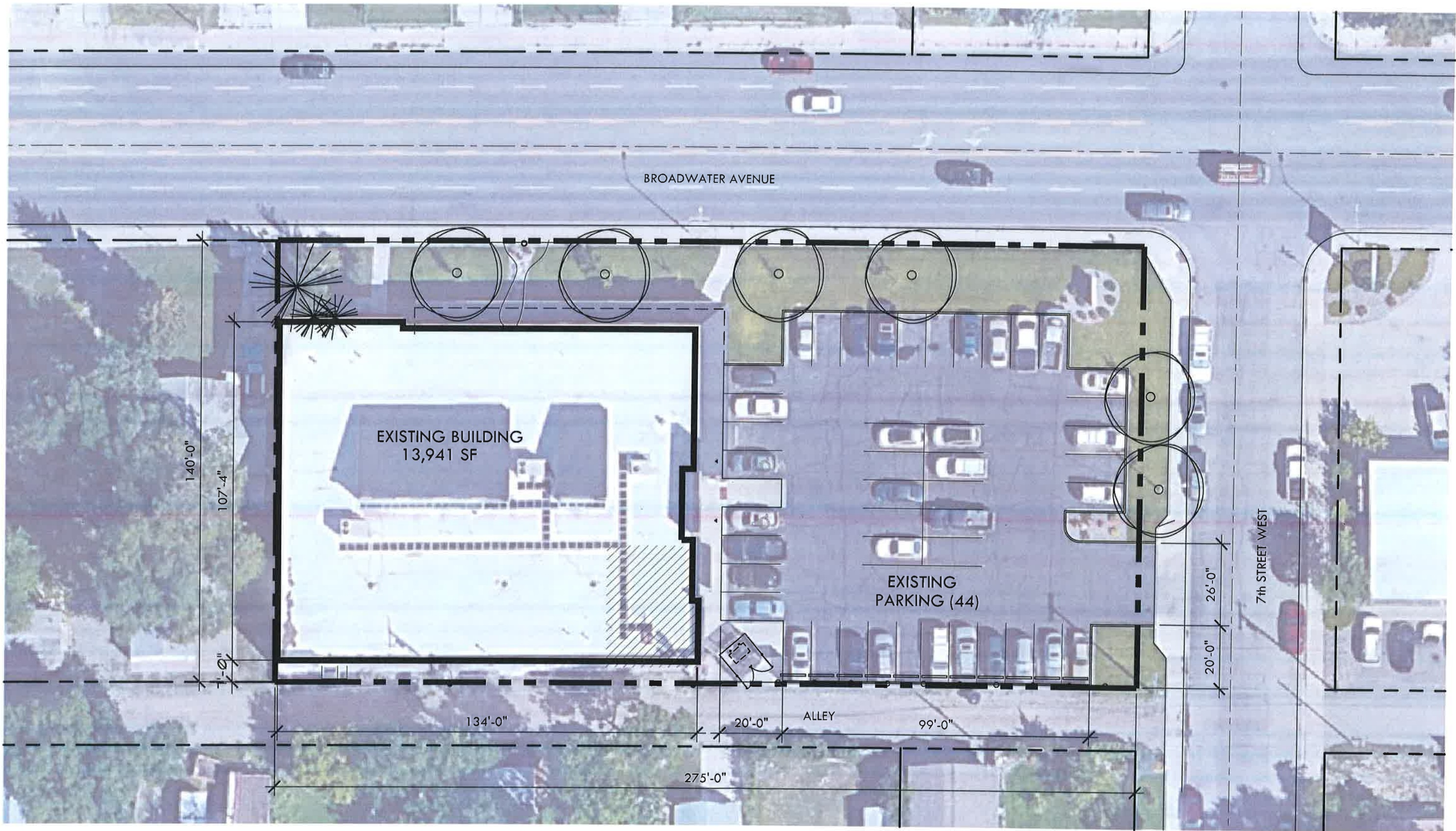
### APPENDIX 'B'

The building, at 708 Broadwater, is being purchased and will continue to be used as a medical facility. Our business, as the previous business, is appointment based with no walk-in clientele. As a valued business in the community for over 12 years we will continue to provide much needed, high-quality services to the families we serve. Our facility's patients consist of children ranging from birth -21 years of age who have varying degrees of special needs and is funded by insurance and Medicaid. We have been in our current facility for almost 7 years and due to unforeseen circumstances, we must relocate our staff and patients. As much as we love our current facility, it is needed by our landlord for their expansion and business use. They have asked us to relocate in a timely manner. This new facility at 708 Broadwater is an ideal setting for our business and for our families. We have families who travel from all over Billings, the surrounding areas and Wyoming for our services. Making an easily accessed, centrally located building a must. Our business is unique in that many of our employees work in homes, schools and the community, therefore not utilizing our parking lot.

The appointments at our facility range from 45 min-1.5 hours for most of the population. Many of our parents drop their children off and leave the facility and return to pick the child up at the end of their appointment. We also have a highly specialized day program at our facility that children attend for 4-7 hours per day Monday-Friday. The parents of these children always drop the children off and pick them up at the end of their day. Although, we have 30 employees many them do not work in the facility or work opposite shifts. Many of our employees work three-four days a week, 10-11 hours a day, therefore not utilizing the parking lot at the same time. We also employ employee interns from Rocky Mountain College who work various hours due to their class schedules. We can have up to 18 employees in our parking lot at one time. We can have up to 15 parents and families attending our facility or dropping off and/or picking up at one time. With the total usage being 33 spots and the parking lot consisting of 44 spots, the parking will be adequate for our needs.

We are asking that due to the similar nature of our business to the previous business, that we be granted the variance so that we can continue to provide services to our families and the community. Thank you.







**CONDITIONAL VARIANCE AGREEMENT**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Billings, Montana of 210 North 27<sup>th</sup> Street, Billings, Montana (hereinafter "City"), and Broadwater, LLC, a Montana limited liability company, of 708 Broadwater Avenue, Billings, Montana 59102 (hereinafter "Property Owner").

WHEREAS, Broadwater, LLC wants to occupy certain property located at 708 Broadwater Avenue in the City of Billings, more particularly described as follows:

Parcel A:

Lots 40 and 41, of First Addition to Block 4, Yellowstone Addition to the City of Billings, Yellowstone County, Montana, according to the official plat now on file and of record in the office of the Clerk and Recorder of Yellowstone County, Montana under Document No. 452104.

Parcel B:

Lots 42 through 50 (inclusive), Block 4, of Yellowstone Addition to the City of Billings, Yellowstone County, Montana, according to the official plat now on file and of record in the office of the clerk and Recorder of Yellowstone County, Montana under Document No. 4067;

and,

WHEREAS, the site development ordinance requirements for a building of the size Broadwater, LLC intends to occupy would require Broadwater, LLC to provide seventy (70) off-street parking spaces, but preliminary site plan provides for only forty-four (44) off-street parking spaces; and

WHEREAS, City is amenable to providing a site development variance to this particular occupant of the building because Broadwater, LLC has advised City that they do not have any walk-in business, that all patients who come to the site will have scheduled appointments, that Broadwater, LLC would require a maximum of fifteen (15) employees at the site at any point in time and a maximum of twenty (20) parking spaces for patients, and that Broadwater, LLC has expressly represented to City that the forty-four (44) parking spaces called for the site plan will be quite adequate for their unique needs both now and in the future; and

WHEREAS, City is not willing to grant a site development variance to Broadwater, LLC if said variance were to continue beyond the unique use to which Broadwater, LLC is putting this building, and

WHEREAS, Broadwater, LLC does not desire to obtain a site development variance beyond its occupancy of the building pursuant to any variance that may be granted by City.

WITNESSETH:

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES OF THE PARTIES, it is hereby agreed as follows:

IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS, the City does hereby grant to Broadwater, LLC a site development variance reducing the number of required off-street parking from 70 spaces to

44 parking spaces. Broadwater, LLC acknowledges and agrees that the subject variance approval is only for Broadwater, LLC's proposed location described hereinabove. No other use or explanation of this approval is approved or implied.

Development of the property shall be in substantial conformance with the preliminary site plan submitted with Broadwater, LLC's application to the City for a Site Development Variance, dated \_\_\_\_\_, \_\_\_\_\_, unless specifically modified by this variance approval. Deviations from the approved site plan that change the size, shape, square footage, use or location of buildings or parking spaces/areas will require additional City Council review and approval. Any unapproved deviation immediately revokes the variance and all applicable City of Billings parking regulations shall apply, without any variance to the referenced property, shall be met by Broadwater, LLC, and will be enforced by the City.

This Conditional Variance Agreement shall run with the land, shall be filed and recorded as a permanent restriction on the permitted use of the property in the Office of the Clerk and Recorder of Yellowstone County, Montana, and shall apply to all current and subsequent owners, operators, managers, lease holders, heirs and assigns.

Approval of this parking variance does not constitute approval of a building permit, sign permit or fence permit. Compliance with all applicable local codes will be reviewed at the building permit or zoning compliance permit level. This variance is for the use as noted and no other request is being considered with this application. The use and development of the property must be in accordance with the submitted and approved site and parking plans.

A permanent restriction(s) will be placed on the site development variance for the property located at 708 Broadwater Avenue, as described above, and is to run with the property ownership regarding a variance from the required off-street parking requirements. The variance is for a reduction of the required 70 parking spaces to 44 parking spaces. The parking variance is approved and effective only so long as the property is used for, and limited to, the activities which include the following:

The Medical Center – The primary use of the property is for those medical practices, and related services, that schedule business by appointment.

Any and all property uses must conform to those mentioned above. If at any time the property use does not meet that described, this site development variance for parking requirements will be immediately revoked and the parking must meet the current parking requirements of the City of Billings for the proposed use.

This Agreement is intended to be personal to the parties hereto and is entered into by and between the parties solely because of the specific circumstances that exist at the time of its execution. Neither the City nor Center nor Property Owner shall have the right to assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of all the other parties hereto.

This writing constitutes the entire agreement between the parties. Covenants or representations not contained therein or made a part thereof by reference, are not binding upon the parties. There are no understandings between the parties other than as set forth of this Agreement. All





**Regular City Council Meeting**

**Meeting Date:** 11/26/2018

**TITLE:** Zone Change 971 - Public Hearing and 1st Reading - Hawk Creek  
Planned Development

**PRESENTED BY:** Nicole Cromwell

**Department:** Planning & Community Services

**Presentation:** Yes

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**PROBLEM/ISSUE STATEMENT**

This is a zone change request from Neighborhood Commercial (NC) to Planned Development with underlying NC, to allow 1 microbrewery license and 1 restaurant beer & wine license (no gaming) on a 3.6 acre parcel of land north of Grand Avenue and west of 54th Street West. Planned Development zone changes may include some standard zoning provisions for uses, setbacks and site development but generally each Planned Development zone change is tailored for specific uses on a specific parcel. The property is currently un-developed and sits adjacent to the Cottonwood Grove neighborhood to the north. The legal description of the parcel is Lot 4, Block 1 of the MK Subdivision. The property owner, MYK LLC (Patricia Kramer) is represented by Scott Aspenlieder of Performance Engineering. The prospective buyers are Michael and Tyler Schmechel who own and operate several similar businesses in Billings. A pre-application neighborhood meeting was held on August 27, 2018, at Grace Montessori School and a Preliminary Review meeting was held on September 26, 2018. The Zoning Commission conducted its public hearing on November 7, 2018, and is forwarding a recommendation of denial on a vote of 1 in favor and 4 opposed to a motion to recommend approval.

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

**ALTERNATIVES ANALYZED**

City Council may:

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

Prior to making a decision on the proposed zone change, the City Council shall consider the findings of the 10 review criteria.

The Zoning Commission voted against a motion to recommend approval. The motion was made by Commission Member Larson, seconded by Commission Member Boyett and was based on

the Planning Staff's recommended findings of the 10 review criteria. The Zoning Commission members who voted against the motion did not articulate any specific changes to the proposed findings. Zoning Commission members made general statements about why they intended to vote against the motion to approve the zone change.

Zoning Commission Member Dennis Ulvestad stated he was voting against the motion because he believed the applicant was using deceptive practices to gain a capital advantage over the new restaurant, bar & casino (The Lion's Den) that will be opening soon directly south of the subject property. Commission Member Ulvestad stated there was property available for sale that is properly zoned for the proposed use. This properly zoned lot is on the corner at 54th St W and Grand Avenue just east of the new Lion's Den location. Commission Chairman Dan Wagner stated he lives in the West End, does not mind driving to get services or groceries or dine out, and he would not want this use anywhere near his neighborhood. Commission Member Mike Boyett stated he believed this would set a precedent to encourage more Planned Development zone changes to accomplish the "one-off" uses of land not normally allowed. Commission Member Michael Larson stated he was torn on this application. He stated he understood the neighborhood's hesitancy to accept this type of use and zone change. Commission Member Larson stated he had experienced a similar issue when he lived near Rehberg Lane and Grand Avenue in 1997. He stated MacKenzie River Pizza wanted to open a restaurant with a beer & wine license at 3025 Grand Avenue. He stated there was quite a bit of neighborhood concern at the time about increasing crime, drunk driving, robbery, trash and declining property values. Mr. Larson stated none of these predictions came true and he enjoyed being able to walk to a casual dining spot with his family. He stated he believed the same would happen here at 54th St W and Grand Avenue.

Commission Member Larson made a motion to recommend approval and adoption of the staff's proposed findings of the 10 review criteria and the motion was seconded by Commission Member Boyett. The Commission voted 1 in favor (Michael Larson) and 4 opposed to the motion. The Commission did not articulate any specific findings on the 10 review criteria other than the statements of the Commission members during the debate.

The findings below are the proposed findings forwarded to the Zoning Commission by city staff.

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

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

**Community Fabric:**

- Developed landscape areas in commercial areas encourage more pedestrian activity and vibrant commercial activity
- Attractive streetscapes provide a pleasant and calming travel experience in urban and suburban neighborhoods
- Outdoor public spaces provide casual and relaxing gathering areas for people
- Planning and construction of interconnected sidewalks and trails are important to the livability of Billings

The proposed zoning will allow the owner to sell the property to the buyer who is interested in creating 2 new businesses with enhanced site development requirements to encourage pedestrian activity, enjoyment of outdoor spaces in a casual and relaxing atmosphere. The proposed PD will restrict uses that do not contribute or enhance these place-making activities.

**Strong Neighborhoods:**

- Walkable neighborhoods that permit convenient destinations such as neighborhood services, open space, parks, schools and public gathering spaces foster health, good will and social interaction

The proposed zoning requires provisions for all modes of travel to and from the property and site development requirements to increase outdoor activity.

**Prosperity:**

- A diversity of available jobs can ensure a strong Billings’ economy;
- Retaining and supporting existing businesses helps sustain a healthy economy
- Successful businesses that provide local jobs benefit the community

The proposed zoning will allow the new owners, Michael and Tyler Schmechel, to locate within the city limits in order to sustain and grow their business. Craft brewing and family oriented restaurants that offer outdoor casual dining and activities are a growth business in Montana. The local economy benefits from a diverse offering of community and neighborhood services.

The proposed zone change is consistent with the following guidelines of the 2001 West Billings Neighborhood Plan:

- Promote efficient utilization of land within the West Billings planning area by promoting well designed, more pedestrian friendly, urban development patterns with a mix of uses and an efficient, creative use of land.
- Shorten automobile trips by locating non-industrial commercial development in close proximity to residential areas.
- Limit “community” commercial centers to appropriate intersections of arterial streets and spaced no less than approximately two miles apart. Community commercial centers should be compatible with the surrounding area and designed to serve the overall West Billings community unless otherwise approved by the governing bodies.

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

The new zoning, as do all standard zoning districts, requires separation between buildings and setbacks from property lines. This should provide security from fire and other dangers.

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

Public health and public safety will be promoted by the proposed zoning. The PD provides for limitations on potentially incompatible uses – auto supply stores, gas stations, convenience stores and similar uses currently allowed by the NC zoning district.

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

**Transportation:** The proposed zoning should not have any effect on the existing transportation system. An update of the existing TAS for the subdivision may be required by the City Traffic Engineer at the time a building permit is submitted.

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

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

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

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

The proposed zoning provides for sufficient building separations to allow for adequate light and

air.

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

The new zoning should have no effect on transportation systems. The PD provides for an off system bike trail along the northern property line and requires bicycle parking facilities for each development within the PD.

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

The new zoning does promote compatibility with urban growth. The proposed zoning will allow this parcel to be developed with an in-demand type of dining and relaxation experience. Additional development within the 3-acre parcel will include other compatible uses.

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

The proposed zoning does consider the character of the district and the suitability of the property for the proposed use. The proposed zoning tailors the underlying zoning of NC to provide 2 additional uses but prohibits many other uses normally allowed in the NC zone. The PD also has operational restrictions to respect and protect the adjacent neighborhood.

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

There are no buildings on the subject parcel. The value of surrounding buildings (north and south) may be improved by the proposed development. Marketability of adjacent property is not included within this review criteria.

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

The proposed zoning will encourage an appropriate use of land in this part of Billings.

## **FINANCIAL IMPACT**

If approved, the property will likely be developed within the next 2-3 years. This will add value to the property tax base. It is not known at this time how much value this would add, but it will increase the property taxes and the city assessed fees based on a non-vacant parcel. This increase in property taxes and fees may be off-set by new service demands based on the new development. No city agency expressed concern with providing service to this property.

If the zone change is not approved, the property cannot propose another zone change for 12 months. The prospective buyer may not purchase the property, and the owner would put the property back on the market. No additional tax or fee revenue would accrue unless the property was sold and developed under its current NC zoning.

## **BACKGROUND**

The proposed Planned Development (PD) zone would keep the underlying NC zoning, add the use to allow 1 microbrewery and 1 restaurant beer & wine license, restrict other uses as well as place strict requirements for landscaping, signage, operational requirements and buffering for adjacent residences on the future development of the property. The property does not have direct access to an arterial street but is within a commercially zoned subdivision consisting of Community Commercial (CC) zoned lots and NC zoned lots. There is a completed residential subdivision to the north - Cottonwood Grove. It is also currently adjacent to land outside the city limits zoned Agriculture Open-Space (A-1). The adjacent county land is in the same ownership



as the subject property.

Microbreweries (manufacturing less than 1,500, 31-gallon barrels per year) are only allowed by right in the Community Commercial (CC), Highway Commercial (HC), Central Business District (CBD), Controlled Industrial (CI), Heavy Industrial (HI), EBURD districts and South 27th Street Corridor zones. Microbreweries manufacturing more than 1,500, 31-gallon barrels per day require special review approval in the CC, HC, CBD and S. 27th Street Corridor zones.

Microbreweries and other alcoholic beverage makers are regulated by the Montana Department of Revenue Liquor Licensing Division. State law allows microbreweries to have a "tap room" or sample room where patrons may consume up to 48 ounces of the brewer's product during limited serving hours (MCA Title 16, Chapter 3). There are 8 listed craft brewers in Billings and 3 distilleries. Montana is listed 3rd in the nation for number of craft brewers per capita according to the Brewers

Association, a U.S. trade group.

Restaurants that offer service of beer and wine are not allowed uses within the NC zoning district. These restaurants are only allowed in the CC, HC, CBD, CI, HI, EBURD Districts and the South 27th St. Corridor zone. These restaurants are also required to maintain a minimum separation of 600 feet (measured property line to property line) from churches, schools and public parks with playing fields or playgrounds. This location is not within 600 feet of any of these uses. Restaurant beer and wine licenses do not have any ability to add video gaming or gambling of any type.

The proposed PD zoning district will retain the underlying NC zoning and intends to allow only 1 (one) microbrewery license and only 1 (one) restaurant beer and wine license on the entire 3.6 acre parcel. The PD zone also proposes to restrict certain uses normally allowed in the NC zone including out-patient veterinary clinics, sand and gravel mining, all other food or beverage makers, pipelines and other utility transmission infrastructure including any wireless antennae, convenience stores or gas stations, auto supply stores, hotels, motels, or campgrounds, laundromats, dry cleaners, funeral homes, public parking lots (as a primary use) and modular built dwellings (Article II of the draft PD). The proposed PD limits the outdoor seating areas for both the microbrewery and the restaurant and dictates that all outdoor activities will cease at 9 pm. The PD proposes to prohibit all electronic message signs, neon signs, balloon signs, roof signs, and strings of pennants or flags. The PD states all signs except for 1 (one) sign must be wall signs placed on buildings. The 1 (one) freestanding sign is allowed for each developed parcel of land.

Site lighting and landscaping are also proposed for strict regulation including limiting all outdoor light standards to 15 feet maximum height and requiring full shields on all outdoor lights except street lighting. The PD dictates a minimum 25-foot wide landscaping buffer be maintained along the entire north property line adjacent of Cottonwood Grove Subdivision. The landscaping requirements also include the use of 2-inch caliper trees, water saving drip irrigation, and reduced amounts of off-street parking (1 per 200 sf of floor area) to minimize asphalt areas.

The PD was presented to the surrounding property owners at a pre-application meeting on August 27, 2018. The application was received by the Planning Division in September and a preliminary review meeting with the applicant, the surrounding property owners, and other City staff was held on September 26, 2018. Meeting notes from the pre-application meeting and the public comments received via email and letter are included as attachments. Only city staff and the applicant attended the Preliminary Review meeting on September 26, 2018.

Several surrounding property owners, as well as property owners in the general vicinity, have expressed concerns with the proposed PD. The primary concern appears to be focused on the availability of alcohol at this location. Secondary concerns stated were about "bars" in general, gambling (casinos), crime generated by locations that serve alcohol and impaired or drunk drivers. Five of the 21 letters of comment were concerned with additional traffic generation, noise and lighting. Three of the 21 letters were either in support of the proposal or neutral. There were a few concerns about the effect of having a commercial-type land use adjacent to high value homes in lower density suburban neighborhoods. The letters of comment from surrounding owners are included as an attachment.

Traffic on Grand Avenue and 54th Street West is increasing as new city and county subdivisions are constructed in the area. Traffic counts in 2018 on these nearby arterial streets are about 8,700 vehicle trips per day on Grand Avenue and about 3,500 vehicle trips per day on 54th St. West. These are low traffic volumes for fully constructed arterial streets, however neither Grand Avenue nor 54th St. West are constructed to a full arterial street section. Both roads are partially within the city limits and have large sections that are still within the county's jurisdiction. This has historically made it difficult for either governing body to make substantial road improvements to handle increasing traffic volumes.

The most recent traffic study completed for the West End was the 2016 West Billings Multi-Modal Planning study to determine where existing traffic flow and safety is deficient and where improvements may be necessary in the future. The intersection of Rimrock Road and 54th Street West was determined to have an existing safety concern with the volume of traffic. This intersection is about 1 mile north of the subject property and a traffic light is now installed at this intersection to improve pedestrian and motorist safety and circulation. Two other nearby intersections at Grand and 48th Street West and Grand and 56th Street West were also identified as deficient and in need of a traffic signal improvement or a roundabout. The study also concluded most of the major streets in West Billings are not conducive to use by pedestrians or bicyclists due to narrow shoulders, no separated pedestrian or bicycle paths, and high travel speeds. The study identified 2 corridor improvement projects to complete the upgrade of Grand Avenue from Shiloh Road through to its intersection with 62nd St West. A short section of Grand Avenue corridor was improved and the traffic signal installation was completed on Grand Avenue at 54th Street West to coincide with the opening of Ben Steele Middle School at 5640 Grand Avenue. The 2016 study analyzed crash data in the area from 2010 through 2015. The study predicted current and future traffic patterns based on steady or aggressive growth and land use patterns. The executive summary of this plan is included as an attachment.

The property can be served by all city utilities and other city services exist in the area including police and fire. The West Billings Neighborhood Plan (2001) anticipated a "community center commercial node" for a proposed 4-way intersection at Grand Avenue and 56th St West. The northern leg of this 4-way intersection was abandoned and the intersection was split between 54th St. West (north of Grand) and 56th St. West (south of Grand). In this new configuration, a community center commercial node is no longer possible. The commercial node here is more oriented to neighborhood level commercial services with some provision on the east side of 54th St. West for community retail services such as the proposed Albertson's. The proposed PD zone change would introduce 2 uses in the existing NC zone that are not currently allowed but also eliminates currently allowed uses that could have a larger detrimental effect on the neighbors in the Cottonwood Grove Subdivision to the north. The PD also sets minimum standards for landscaping, lighting and signage that are above the "standard" site development requirements for allowed uses in the NC zone.

The Planning staff reviewed the proposed final draft of the PD zone change and recommended approval to the City Zoning Commission. The Commission did not concur with this recommendation. The Zoning Commission voted 1 in favor and 4 opposed on a motion to recommend approval. The Planning staff recommendation was based on a proposed finding the use and zone is compatible and conforming to the City's adopted 2016 Growth Policy, including the 2001 West Billings Neighborhood Plan. Staff found the proposed limitations in the PD would allow the proposed and potential uses of the property to fit in with the existing and future land uses in the area.

Limitations imposed in the Draft PD-NC zone include grocery or food retail stores, auto dealers or gas stations, hotels, rooming houses or modular dwellings of any kind. The PD also prohibits gambling, adult entertainment, laundromats or dry cleaners, auto repair or auto supply as well as neon lighting or electronic message center signs. The PD proposes operational restrictions so any outdoor activity at any location on the property must cease by 9 pm, and any outdoor pole lighting is fully shielded. The number of potential patrons on a daily basis to the microbrewery is an unknown at this point in time, however, state law limits how much beer can be sold or given away at any microbrewery sampling room. This limitation is meant to prevent sampling rooms from becoming a "bar", and would necessarily limit the number of patrons at the sampling room on a daily basis. Brewers may only serve what is produced on site or at an affiliated brewer's facility. Traffic volume to this location is not known due to the developing nature of the subdivision. A traffic impact study was submitted with the original MK Subdivision and would have to be updated based on the proposed uses. The original traffic study was based on the zoning and probable uses allowed within those zoning districts. Some uses "capture" drive by traffic and other uses create more traffic as destination points. The proposed uses will be destination points for calculating traffic and whether any additional traffic control measures are needed. All access to and from Grand Avenue and 54th Street West is already existing. No new access driveways to these 2 arterial streets will be allowed.

## **STAKEHOLDERS**

The Zoning Commission conducted its public hearing November 7, 2018, and received the staff report, testimony from the agent, Scott Aspenlieder and prospective buyers, Michael and Tyler Schmechel. In addition to the written comments received, the Commission received public testimony from Terra Pierce, owner of the Lion's Den at 1411 Chy Way (under construction), Tiffany Wardell of 1309 Daybreak and Chair of the West End Task Force, and John Woods of 3521 Tommy Armor Circle. Ms. Pierce and Ms. Wardell testified in opposition and Mr. Woods testified in favor.

Mr. Aspenlieder stated the proposed zone change was to allow the proposed use for a microbrewery and family oriented restaurant on the west side of the property. He stated the Planned Development was intended to ensure the compatibility of any uses with the adjacent residents and land owners. He stated they received good comments and suggestions from those adjacent owners and made changes to the PD based on those comments. He stated the only suggestion they did not incorporate was to include a 10-foot high brick wall around the entire parcel. He stated the PD will require any new building to be on the southern 2/3 of the property including any other buildings besides the microbrewery and restaurant building. He stated the only area with alcohol sales or brewing will be for the site shown on the concept drawings. If the owner creates additional building lots, those lots are not entitled to additional alcohol sales or brewing. Only 1 microbrewery and only 1 restaurant that serves beer and wine will be allowed on the 3.6 acre parcel. In response to a question from Commission Member Dennis Ulvestad, Mr. Aspenlieder stated the reason for choosing this lot and this location was

due to the increasing number of residents in the West End (rooftops) and the area was already zoned in a commercial node. He stated the prospective owners were interested in this lot because it was away from the speeding traffic on Grand & 54th St W.

Mr. John Woods of 3521 Tommy Armor Circle testified in favor of the zone change. He stated the West End has waited a long time for local services and he would like to have nearby casual dining as well as other commercial services in the area.

Michael Schmechel, prospective buyer, testified in favor of the proposed zoning. He stated this area is already a commercial node and the proposed PD was just to allow the 1 microbrewery and 1 restaurant that serves beer and wine. He stated millennials want walkable neighborhoods and with no or few services in the area, this would fill a need in the area. He stated the development of the rest of the lots in this commercial subdivision could be similar to what developed at Rehberg Lane & Grand Avenue. He stated the proposed use is not a bar, not a casino, and is oriented towards young families and outdoor activity. He stated the business would not be a late night activity and all service would be closed by 10 pm.

Terra Pierce, owner of the Lion's Den at 1411 Chy Way, testified in opposition. She stated all of Lot 4 is now owned by Patricia Kramer and the PD would only apply to that lot. She stated based on her experience, microbreweries and their tap rooms are in direct competition with bars, restaurants and casinos. She stated her business purchased the lot to south because it was already zoned for her proposed use. She stated they paid a premium price for the lot because of the allowed use. She stated she also could have purchased one of the NC zoned lots and paid much less and tried to do a zone change. She stated the microbrewery does not belong in a NC zone, it was more appropriate to a manufacturing or industrial zone. She stated it was absurd to allow a brewery next to a neighborhood. She urged the Commission to not approve the zone change. She stated the buyers have a chance to buy the corner lot that is already zoned for the proposed uses.

Tiffany Wardell of 13009 Daybreak testified in opposition. She stated she appreciated the applicant's efforts to reach out to the neighborhood and the West End Task Force. She stated the Task Force has not taken a formal position on this application but she stated she talked to many people in the area and all were opposed to the zone change. She stated some people were not sure if making suggestions on changes to the PD document would be interpreted as supporting the zone change. She stated the Task Force was feeling inundated with zoning applications and new developments. She stated she understood the need for new services in the area but was concerned the proposed uses would be out of character with the neighborhood. She stated the area needs more family friendly businesses, not places to drink. She stated she moved west of Shiloh Road to get away from businesses and commercial areas. She stated she likes to drive to get her groceries and any services she needs.

Scott Aspenlieder provided rebuttal testimony. He stated he understood the difficulty of making these types of zoning decisions where new uses are proposed and the edges are filling in between the far flung subdivisions on Billings West End. He stated he has spoken with many West End residents who do want new services and commercial businesses. He stated to not approve the proposed uses and zoning would be a detriment to the city's infrastructure and finances. He stated the only way to ensure the West End is sustainable is to allow new developments.

Tyler Schmechel testified in rebuttal as well. He stated he is also a partner in the proposed development and that he is a millennial. He stated it was ridiculous to think microbreweries

"steal" business from bars, restaurants and casinos. He stated a successful microbrewery - Draught Works Brewing - in Missoula opened in a vacant area in 2012 and has spurred all kinds of new development since then. He stated most microbreweries are becoming family friendly places for a short relaxation period after work and school and before dinner either at home or at nearby restaurants. He stated Ms. Pierce and the Lion's Den are not victims and he will not be stealing any of their business.

The Zoning Commission is forwarding a recommendation of denial on a vote of 1 in favor and 4 opposed to a motion to recommend approval.

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

The Consistency with Adopted Policies or Plans is discussed in the Alternatives Analyzed section above.

## **RECOMMENDATION**

The Zoning Commission is forwarding a recommendation of denial on a vote of 1 in favor and 4 opposed on a motion to recommend approval for Zone Change 971.

## **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

PD Agreement  
Zoning Map and Site Photos  
Applicant Lettter and Pre App Materials  
Comments through Oct 26  
Concept Site Plan  
West End MultiModal Traffic Study Executive Summary  
Brewery License FAQs  
Restaurant Beer & Wine License FAQs

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Return to:  
City Clerk  
City of Billings  
PO Box 1178  
Billings, MT 59101

**PLANNED DEVELOPMENT AGREEMENT**  
**LOT 4, BLOCK 1, MK SUBDIVISION IN THE CITY OF**  
**BILLINGS, MONTANA**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between **MYK Enterprises, LLC**, whose address for the purpose of this agreement is 218 Brookshire Blvd Unit 2, Billings, MT 59102, hereinafter referred to as “Owner,” and **City of Billings**, Montana, hereinafter referred to as “City.”

**WITNESSETH:**

**WHEREAS**, the Owner owns approximately 3.6 acres of real property in Billings, Montana specifically described as Lot 4, Block 1 of the MK Subdivision. The foregoing property shall be known as “Hawk Creek Planned Development,” or a related name that may be assigned later.

**WHEREAS**, the Hawk Creek Planned Development will consist of a mixture of commercial, retail, professional, medical and related uses.

**WHEREAS**, the Owner desires to place certain building and use restrictions on the property, specify certain land uses, and create a pattern of development that promotes community service, economic activity, convenience, and amenity for the Hawk Creek Planned Development and surrounding neighborhoods.

**WHEREAS**, the aforesaid Owner and the County desire to ensure the Hawk Creek Planned Development will be developed and maintained consistent with the standards described in this agreement.

**THEREFORE**, the undersigned hereby establish and declare the following plan for the Hawk Creek Planned Development as set forth herein, which shall apply to all of the real estate described hereinabove, shall bind all of the present and future property owners to such real estate, and shall run with the land.

## **AGREEMENT**

### **I. PERSONS BOUND BY THE PLANNED DEVELOPMENT AGREEMENT**

All persons, corporations, or other entities, who shall hereafter acquire any interest in and to the above described property, in whole, or in part, shall be taken and held to agree, to conform to, and observe the following land uses, restrictions, and other stipulations as to the use thereof, and as the construction of improvements thereon.

### **II. LAND USES AND BUILDING RESTRICTIONS**

Unless expressly designated below, all other standards or requirements of the Zoning Regulations for the City of Billings shall be followed for the type of use within each of the areas described herein.

#### **A. Restricted Uses for Underlying City Zone: Neighborhood Commercial – NC**

No land may be used for purposes that include gaming (casinos) or adult entertainment or sexually oriented businesses. No variances or special review approvals may be requested or granted for those businesses.

All allowed land uses as outlined within the City of Billings Zoning regulations for the underlying zone shall be allowed within the Planned Development, with the following exceptions:

#### **Exceptions (uses not allowed):**

##### **Division A: Agriculture, Forestry, and Fishing**

Group 07 – Agricultural Services

- Veterinary services for Animal specialties – Outpatient Only

##### **Division B: Mining**

- Construction sand and gravel mining (1442)

##### **Division D: Manufacturing**

Group 20 – Food and Kindred Products

- All sub-groups except offices

##### **Division E: Transportation, Communications, Electric, Gas and Sanitary Sewer**

Group 46 – Pipelines, except natural gas

Group 48 – Communications

- All uses except offices

- Group 48 – Commercial Antenna Support Structures
- Group 49 – Electric, Gas, and Sanitary Services
  - Transmission and distribution, electric and gas

**Division G: Retail Trade**

- Group 54 – Food Stores
  - Convenience Store with Gas Pump Islands
- Group 55 – Automotive Dealers and Gasoline Service Stations
  - All uses

**Division I: Services**

- Group 70 – Hotels, Rooming Houses, Camps, and Other Lodging Places
  - Rooming, boarding houses; organization hotels and lodging houses, on a membership basis (702, 704)
- Group 72 – Personal Services
  - Coin-operated laundries and dry cleaning (7215)
  - Funeral service and crematories (726)
- Group 75 – Automotive Repair, Services, & Parking
  - Automobile parking (752)

**Division K: Non-Classifiable Establishments**

- Dwellings – Modular Homes

**Allowances:**

The subject property shall be allowed use of one (1) cabaret license and one (1) brewing/taproom license. Subsequent subdivision of the subject parcel shall not increase the number of licenses allow for use within the Planned Development.

**III. OPERATIONAL RESTRICTIONS – Alcoholic Beverage Manufacturing and Cabaret License**

The Developer and City recognize the sensitive location of the Hawk Creek Planned Development and the need to include specific operational restrictions and site requirements not normally required for the uses listed above.

**A. Developer Agrees to the Following:**

- a. Any outdoor seating areas associated with the brewing/taproom or cabaret operations shall be located on either the east, west or south elevations of the structures. Under no circumstances shall seating areas with either taproom or cabaret operation be located off of the north elevation of the structure(s).
- b. Any seating area outside of any enclosed building for use by the patrons of the alcoholic beverage manufacturer or cabaret operation shall have a fence



installed at least 42-inches in height enclosing the outdoor area. There shall be no entry to the outdoor seating area for patrons except through the operating building.

- c. Any music or entertainment, including any permanent or temporary speakers, outside of an enclosed building shall only be installed/located along the western or southern elevations of the structure.
- d. Any outdoor activities associated with operation of the facilities shall cease by 9 pm.
- e. Operating hours for the taproom and cabaret license shall be dictated by Montana State Law outlined in the MCA 16.3.2 and MCA 16.4.1, respectively.

#### **IV. SIGNAGE AND LIGHTING**

The intent of signage and lighting design regulation is to encourage the use of signage and lighting as a design component to enhance buildings, landscaping, or other site features while not detracting from the aesthetics of adjacent neighborhoods. Developers should encourage night sky's visibility to reduce the general illumination of the sky in the surrounding area. Design elements should reduce horizontal light glare and vertical light trespass from a development site onto adjacent parcels. Developers should encourage the judicious use of lighting in conjunction with other security methods to increase site safety.

##### **A. Signage**

- a. Signage should be provided in accordance with the PDA, with the intent to compliment the pedestrian-oriented environment. The signage requirements included in Article 27-700 of the United Zoning Regulations and any subsequent amendments thereto shall govern the regulation of signage in Hawk Creek Planned Development so far as they are not inconsistent with the Planned Development Agreement and the below standards.
- b. All signs shall comply with the design guidelines below:
  - i. All signs, except for neighborhood identification signs, shall be placed flat against a building or designed as part of an architectural feature thereof.
  - ii. No electronic message displays or signs are allowed.
  - iii. No neon signs are allowed.
  - iv. No balloon signs as defined by the City of Billings Code are allowed.
  - v. No string of pennants, flags, or other similar types of non-informative non-holiday decorations are allowed.
  - vi. One (1) free-standing sign is allowed indicating the name and/or nature of the occupancy for each developed parcel/tenant. Signs may not exceed fifteen (15) feet in height and fifteen (15) feet in width.

**vii.** No rooftop signs are allowed.

**B. Exterior Lighting**

- a.** Developers shall provide adequate lighting levels in all areas used by pedestrians or automobiles, including building entries, walkways, parking areas, and circulations areas.
- b.** All exterior lighting must be installed or shielded to minimize light intrusion into residential units in adjacent neighborhoods.
  - i.** All outdoor pole lighting shall be fully shielded and mounted at heights no greater than fifteen (15) feet above grade.
  - ii.** All outdoor lighting, except street lighting, shall be aimed or shielded so as to minimize stray light trespassing across property boundaries.

**V. LANDSCAPING REQUIREMENTS**

All landscaping and performance standards as outlined within section 27-1101 of the City of Billings Zoning ordinance shall be followed as required within the underlying City zone. Additionally, all development must comply with the requirements outlined in this Section of the Planned Development.

**A. General Landscape Area Requirements**

- a.** A palette of regionally appropriate drought and climate tolerant plant materials is required to be used.
- b.** The use of drip irrigation and/or other irrigation systems is required.
- c.** All development should create a pedestrian-friendly environment on the street and connect to adjacent developments as identified in the conceptual master plan.
- d.** A variation of elements should be provided along public frontage; no less than two (2) types of trees may be used in a single development lot.
- e.** One (1) 2-inch tree is required per 2,000 sf of total landscape area per development lot or parcel.
- f.** One (1) large shrub (mature height over three feet) is required for every 500 sf of total landscape area per development lot or parcel.
- g.** Trees and shrubs should be grouped for aesthetic and irrigation purposes.
- h.** Lawn must have a minimum width of six (6) feet.
- i.** Plant materials must be maintained and dead plants must be replaced in a timely manner.

**B. Landscaped Green Belt Improvements**

- a.** A minimum 25-foot landscaped green belt, which may be incorporated into any required building setbacks, shall be landscaped and maintained along the northern property boundary.
- b.** Developers shall be responsible for installation and maintenance of the landscaped green belts in accordance with Section V.A of this document.

- c. Landscaped green belts and required setbacks may overlap so that the total area of the two is the greater of either the green belt or the setback.
- d. All improvements shall comply with The City of Billings and Yellowstone County's clear vision standards.

**C. Parking Lot Landscaping**

- a. All parking lot landscaping may be included as part of the landscaped area as calculated in Section V.A of this document.
- b. Trees shall be planted and incorporated into parking lot layouts at a density of one (1) 2-inch tree for every sixteen (16) parking spots.

**VI. SITE LAYOUT AND ORIENTATION**

All development must comply with the site layout and orientation requirements outlined in this Section of the Planned Development.

**A. Building Requirements**

- a. Buildings shall be located in the south two-thirds of the lot allowing for parking or green space on the north third of the lot.
- b. Buildings can be located directly against sidewalk with no front lot setback requirements.
- c. Sidewalks shall be a minimum of 5-feet wide and a minimum of 7-feet wide when directly adjacent to parking areas.
- d. Building height shall be no greater than 34-feet from grade.
- e. No more than fifty (50) percent lot coverage is allowed by the building.
- f. Buildings containing the use of either a brewery/taproom or cabaret license shall be designed with a likeness to traditional agricultural structures in both elevation and profile views.
- g. All dumpsters shall be contained within a privacy fence that aligns the architecture features of the building.
- h. All development shall provide for bike parking and non-motorized accessibility.

**B. Parking Requirements**

- a. Parking shall be provided at a one (1) parking spot for every 200-square-foot of building.
- b. Reciprocal parking access shall be provided for all businesses within the development.
- c. Parking lots must be a minimum of 30-feet from the northern boundary with the landscaped green belt counting towards the setback requirement.
- d. Bike parking shall be provided at a one (1) parking spot for every 2,000-square-foot of building with a minimum of two (2) spaces for each building.

**VII. MODIFICATION OF THE APPROVED PLANNED DEVELOPMENT**

Any modification of the approved development plan shall be processed using the same procedures for a new application, as set forth in the City of Billings Zoning regulations. However, minor modifications may be approved by the zoning coordinator if he/she makes the following findings:

No change in the overall character of the development;

No increase in the number of residential units greater than two (2) percent;

No additional allowed uses;

No reduction in open space greater than two (2) percent; and

No change in the approved minimum setbacks, maximum lot coverage or maximum allowed height.

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

“OWNER”

**Patricia Kramer**

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

**MYK Enterprises, LLC  
Managing Member**

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 \_\_\_\_\_ of **Patricia Kramer, Managing Member of MYK Enterprises, LLC** who executed the foregoing instrument and acknowledged to me that he/she executed the same.

\_\_\_\_\_  
Notary Public in and for the State of Montana

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

Residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_

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

“CITY”

**CITY OF BILLINGS, MONTANA**

Mayor

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

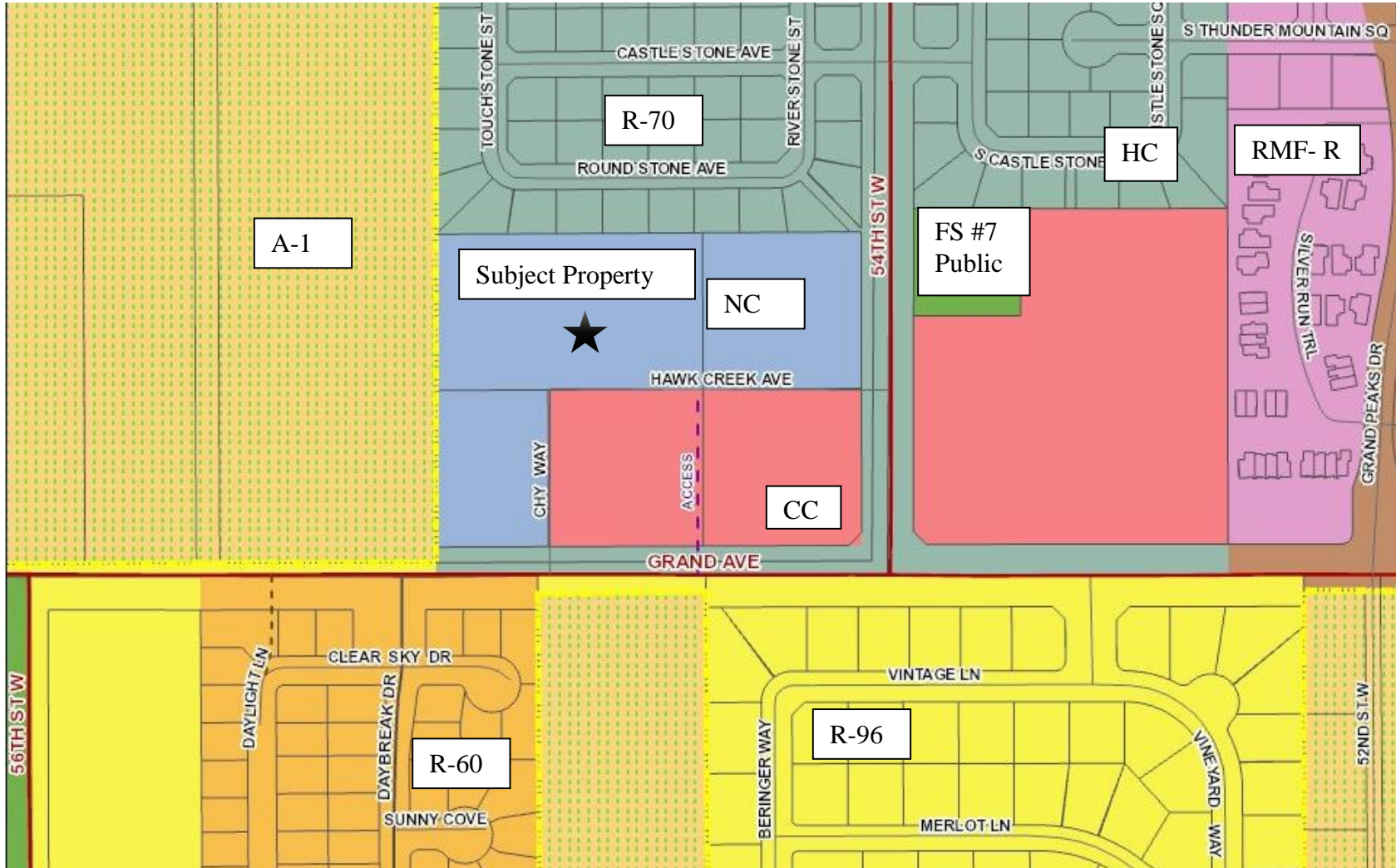
Attest: \_\_\_\_\_  
City Clerk

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 Mayor of the City of Billings, Montana, whose name 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: \_\_\_\_\_

**Surrounding Zoning**  
Zone Change 971 – Hawk Creek PD





ZC 971 - Hawk Creek PD





**Subject Property Photos**



Subject Property – from Chy Way



View east along front of new construction on Grand Avenue

## Subject Property Photos



New 2-tenant building (The Den) on Grand Avenue & Chy Way



View north and west across subject property



**Subject Property Photos**



View north across subject property from Hawk Creek Avenue



View north and east across subject property

**Subject Property Photos**



View south across Hawk Creek Avenue



View east along Hawk Creek Avenue



Applicant Letter and Pre app materials  
Zone Change 971 – Hawk Creek PD



**APPLICATION FORM**  
Billings Zone Change # 971 - Project # 18-058 *P2-18-00142*

The undersigned as owner(s) of the following described property hereby request a Zone Change as outlined in the City of Billings Zoning Regulations.

Present Zoning: Neighborhood Commercial

Proposed Zoning: PD-Neighborhood Commercial with the allowance of one cabaret license and one brewery/taproom license

Tax ID # A31805C CITY ELECTION WARD # WARD IV

Legal Description of Property: MK Sub, Section 31, Township 01N, Range 25E, Block 1, Lot 4  
Address or General Location (If unknown, contact County Public Works): Grand Avenue & 54<sup>th</sup> Street West *Hawk Creek Ln + Chy Way*

Size of Parcel (Area & Dimensions): 3.6 ACRES (522 FT X 304 FT)

Present Land-Use: Undeveloped

Proposed Land-Use: Commercial

Covenants or Deed Restriction on Property: Yes \_\_\_\_\_ No X

If yes, please attach to application

\*\*\* Additional information may be required as determined by the Zoning Coordinator in order to fully evaluate the application

Owner(s): MYK Enterprises, LLC  
(Recorded Owner)  
218 Brookshire Blvd Unit 2, Billings, MT 59102  
(Address)  
406-860-1967 kramerpatsy@gmail.com  
(Phone Number) (Email)

Agent(s): Scott Aspenlieder  
(Name)  
7100 Commercial Ave., Suite 4, Billings, MT 59101  
(Address)  
406-384-0080 scott@performance-ec.com  
(Phone Number) (Email)

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for a Zone Change. Also, I attest that all the information presented herein is factual and correct.

Signature: *Patricia A Kramer Manager* Date: 9/14/18  
(Recorded Owner)

**1. In what ways is your proposal consistent with the goals and policies of the adopted Growth Policy?**

The tract of interest is currently zoned Neighborhood Commercial. The Growth Policy has several goals that would be met by changing the zoning of the property from Neighborhood Commercial to Planned Development-Neighborhood Commercial. The issues that will be addressed are described below.

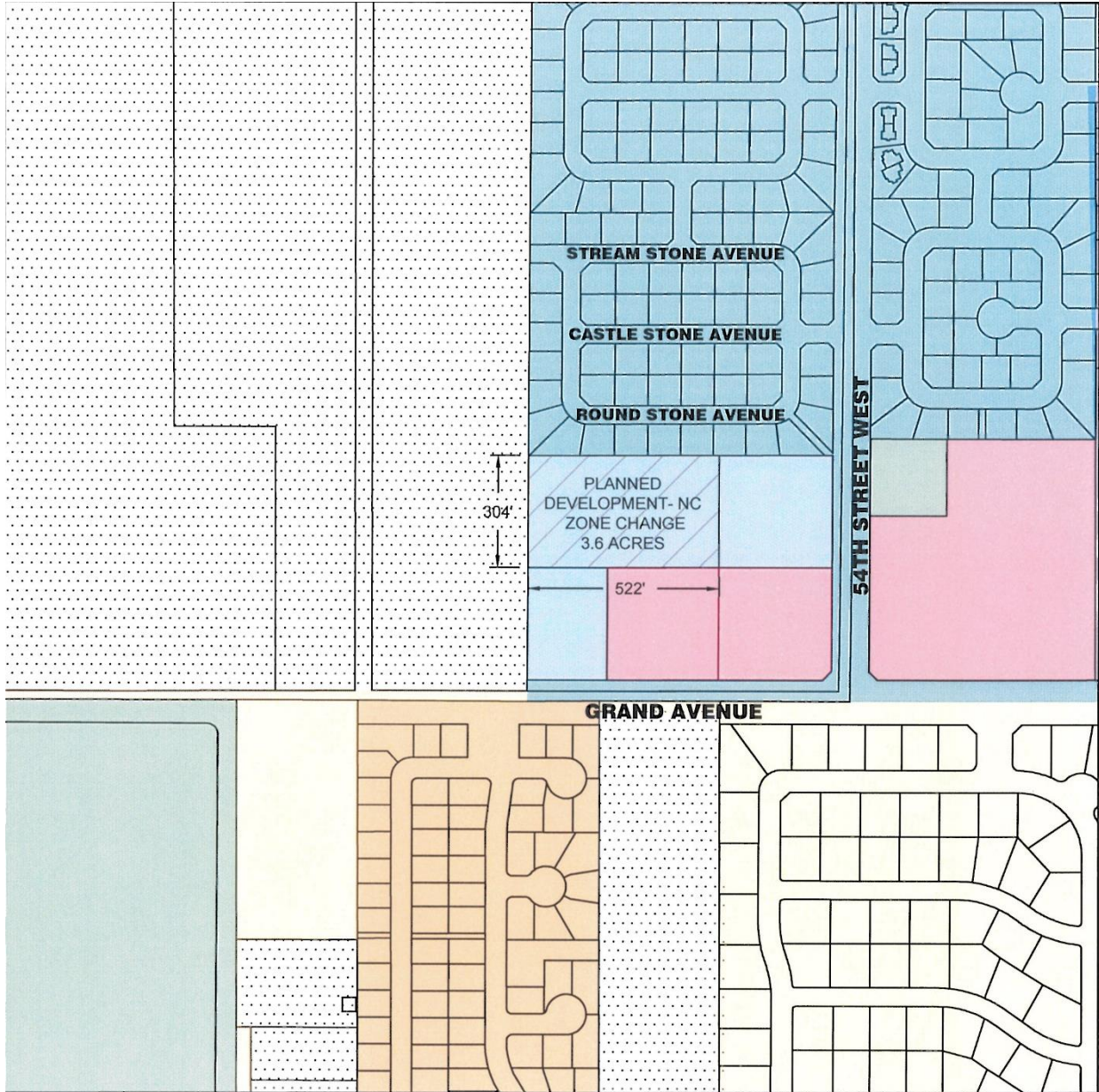
Implementation of the Infill Policy is important to encourage development of underutilized properties. The proposed zone change will fit with the City's Infill Development Policy by reducing the cost of basic City services, providing local neighborhood services, encouraging walkable communities, and adding new energy to existing neighborhoods. Commercial businesses will help to offset the cost of services to the neighborhood by increasing the tax base in the area and adding rate paying customers to City services such as water, sewer and solid waste.

The Growth Policy calls for commercial development at the nodes of two arterial roads, in this case 54<sup>th</sup> Street West and Grand Ave. This property is within the commercial node outlined in the Growth Policy and West End Plan and falls within the types of businesses desired for commercial nodes. The allowance of a cabaret and taproom license on the proposed lot allows for a much needed restaurant or dining facility to locate within the west end neighborhood. This creates a local feel for the neighborhood and allows for access to dining without driving over 2 miles into the City.

Predictable, reasonable City taxes and assessments are important to Billings' taxpayers. The creation of new commercial businesses within the City of Billings will add to the assessments the City collects and increase the City's tax base.

**2. Explain your need for the intended zone change and why the property cannot be used under the existing zoning. Explain how the new zoning will fit in with the existing zoning and land uses of the immediate area.**









The proposed development plan is to construct a facility restaurant and taproom facility allowing for on-site sale of beer and wine. State law restricts hours of operation for taproom facilities enforcing a end of sales at 8 pm, similarly cabaret facilities must end all alcohol sales at 10 pm. Both are well within the reasonable hours of operation for businesses and will not conflict with residential neighborhoods in the area. The proposed PD-Neighborhood Commercial zoning will fit well with surrounding commercial zoning and could likely encourage more development of commercial property in the area by providing for eatery options in the area. The proposed PD documents provide for a myriad of landscaping, parking, noise, lighting, and architectural restrictions to best fit the neighboring properties and minimize any potential negative impact while still adding value to the community and City.



LEGAL DESCRIPTION

LOT 4, BLOCK 1,  
MK SUBDIVISION  
BILLINGS, MT

LEGEND

- |   |   |   |                   |
|---|---|---|-------------------|
|  | PLANNED DEVELOPMENT - NEIGHBORHOOD COMMERCIAL |  | PUBLIC            |
|  | AGRICULTURAL OPEN                             |  | RESIDENTIAL 7000  |
|  | COMMUNITY COMMERCIAL                          |  | RESIDENTIAL 9600  |
|  | NEIGHBORHOOD COMMERCIAL                       |  | RESIDENTIAL 15000 |



PROJECT TITLE  
**MK  
SUBDIVISION**  
SHEET TITLE  
**ZONE CHANGE MAP**

DRAWN BY  
\_DTG\_  
DATE  
Jul-18  
CHECKED BY  
\_CPD\_

CLIENT  
**MYK  
ENTERPRISES**  
218 BROOKSHIRE BLVD UNIT 2  
BILLINGS, MT 59102



**PERFORMANCE  
ENGINEERING**  
7100 COMMERCIAL AVE., SUITE 4 BILLINGS, MT 59101  
OFFICE - 406-384-0090 www.performance-ec.com

EXHIBIT  
**1**  
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## Pre-Application Statement of Owner(s) or Agent(s)

The owner(s), contract purchasers (if any) and agents (if any) are required to submit this completed form and any attachments along with a completed zone change application packet, including any required fees, for a zone change to be processed by the Planning Division.

1. **Present Zoning:** Neighborhood Commercial
2. **Written description of the Zone Change Plan** including a square footage or acres of proposed new zoning: The zoning proposal will change 3.6 acres of undeveloped, Neighborhood Commercial to Planned Development- Neighborhood Commercial to accommodate one brewery/taproom and one cabaret license.
3. **Subject Property Map:** See Attachments
4. **Legal Description of Property:** MK Sub, S31, T01 N, R25 E, Block 1, Lot 4
5. **Neighborhood Task Force:** West End Task Force comments not received as of submittal
6. **Roster of persons who attended the pre-application neighborhood meeting:** See Attachments
7. **A copy of the meeting notice:** See Attachments
8. **A brief synopsis of the meeting results:** See Attachments
9. **The undersigned affirm the following:**

- 1) The pre-application neighborhood meeting was held on the 27th, day of August, 2018.
- 2) The zone change application is based on materials presented at the meeting.

**Owner (s):** MYK Enterprises, LLC Telephone: 406-860-1967  
Address: 218 Brookshire Blvd, Unit 2 Email: kramerpatsy@gmail.com  
Billings, MT 59102

**Agent (s):** Scott Aspenlieder Telephone: 406-384-0080  
Address: 7100 Commercial Ave., Suite #4 Email: scott@performance-ec.com  
Billings, MT 59101





August 27<sup>th</sup> 2018 6:00pm  
Grace Montessori Academy

Meeting Notes  
MYK Enterprises, LLC Development of Block 1 of Lot 4

Representative: Scott Aspenlieder

#### Points of Discussion

Brief review of Project Development

Requesting comments from Home / Property owners

Addressed Comments/ Concerns from Home/ Property owners

Review Timeline for Planned Development of Project

#### Project Development

Microbrewery/Tap Room and one cabaret license

Hours of operation: Microbrewery /Tap Stops selling liquor by 8:00pm and closed by 9:00pm. Cabaret 10:00pm closure time.

#### Home / Property Owners Comments

1. How many buildings
2. Difference between Brewery and Full liquor licenses
3. Limited Licenses
4. Serving of Food
5. City Council member brought up the "Creeping of Liquor"
6. Zoning future changes – and the 60 acres of land developed by the school
7. What happens if this doesn't pass – What can go through
  - Offsite liquor sales
  - Restaurants without beer and wine license
  - Fast foods restaurant
  - Chiropractor offices
  - Insurance offices
8. What is Law enforcement view – speculation of better together

406-384-0080

7100 Commercial Ave. #4  
Billings, Montana 59101

performance-ec.com



#### Home / Property Owners Guidance of Suggestions

1. Restrictions of the business
2. Lighting
3. Parking
4. Patio Area Location
5. Building Height
6. Deck Side operations
7. Landscaping - Trees, Shrubbery

#### Home / Property Owners Concerns

1. Having a bar/ Brewery in their back yard
2. Property Values
3. Peace and Quiet place to live
4. Wanted to feel like living in the country but close to city services
5. Drunk Drivers and DUI's in this State
6. Close to School
7. What does task force think
8. Not Happy with The Den moving into the area

#### Comment from The Den owners

They are not a fan of the microbreweries- they take away from the bar business.

#### Timeline for Planned Development

1. Application - Home/Property owners need to get all requests in as soon as possible before the first application goes in Tuesday. Send all Letters to Scott and/or Nicole Cromwell.
2. Working Session with Planning Board and Public - To be held at the Library End of September
3. City Council - Voting process -Public Welcome - November

All three timeline options are for people to express comments and concerns.

Meeting Adjourned 6:35pm.

**Scott Aspenlieder**

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**From:** Greta Bailey <gretajbailey@gmail.com>  
**Sent:** Tuesday, August 28, 2018 10:36 AM  
**To:** Scott Aspenlieder  
**Subject:** Fwd: ZONING

----- Forwarded message -----

**From:** **Greta Bailey** <[gretajbailey@gmail.com](mailto:gretajbailey@gmail.com)>  
**Date:** Tue, Aug 28, 2018 at 10:32 AM  
**Subject:** ZONING  
**To:** <[Scott@performance-wc.com](mailto:Scott@performance-wc.com)>

Hello,

I am just writing to inform you that I am definitely opposed to the proposed Zoning Change to BLOCK 1 OF LOT 4 OF THE MK SUBDIVISION IN SECTION 31, TOWNSHIP 1 NORTH, RANGE 25 EAST IN YELLOWSTONE COUNTY TOTALING 3.6 ACRES. My husband and I purchased our home off of 54th and Grand 3 years ago and paid a higher dollar amount for the main reason of living close to the city but still having the country feel. If I wanted to live near Casino's, bars, restaurants then I would of paid less and bought in town. I do not feel it is necessary to put more establishments in the middle of a very nice subdivision that serve alcohol and promote gambling. Billings has enough of that already. This only increases the risk for drunk drivers and with this being right smack in the middle of a subdivision and near a middle school increases risk for accidents, theft etc.

Thank you for your time,  
Greta Parkins

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## Scott Aspenlieder

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**From:** Cromwell, Nicole <CromwellN@ci.billings.mt.us>  
**Sent:** Tuesday, August 28, 2018 1:23 PM  
**To:** Scott Aspenlieder  
**Subject:** FW: Brew Pub on West End

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**From:** brian parkins [mailto:brianfkparkins@yahoo.com]  
**Sent:** Tuesday, August 28, 2018 10:56 AM  
**To:** Cromwell, Nicole <CromwellN@ci.billings.mt.us>  
**Subject:** Brew Pub on West End

Good morning,

I just wanted to point out that I was one of the individual that spent my Saturday gathering signatures against the Den at the time. I think I personally got 100 signatures myself from the homes that I went too. We did a rough calculation and it was about 98% of property owners didn't want the Den so I pretty sure that the same would be for the brew pub. **We bought our homes on the west end to get away from all this stuff.** Why can't they keep all this commercial building on Shilo???? There is way to much traffic with just the school being built out there. Safety should be a main concern with all the drinking and driving and the schools on the west end. Please don't allow anymore casinos and liquor on the 54th and Grand. I can drive 2.5 miles and be at 5 casinos and I live right off of 54th and Grand. (5309 Sundance Mountain Circle to be exact) The owners of the Den are pushing really hard to not have this come in also but that is because they don't want any competition for their business and they were at a meeting that I was at and I told them that they are hypocritical because **98%** of the homeowners **didn't** want their business out there as well.

Brian Parkins  
406 321 0518

Please no more casinos or liquor on Grand past Shilo!!!! We can drive 2.5 miles to get to them if we want them!!!!

**Scott Aspenlieder**

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**From:** Cromwell, Nicole <CromwellN@ci.billings.mt.us>  
**Sent:** Thursday, August 30, 2018 8:22 AM  
**To:** Scott Aspenlieder  
**Cc:** Plecker, Monica; Vieg, Jeannette; Husman, Karen  
**Subject:** FW: Proposed Zoning Change at 54th and Grand

Hello Scott,  
In preparation for our meeting at 11 am.  
Thanks,  
Nicole

**From:** Patrick B [mailto:brunsvoldpr@gmail.com]  
**Sent:** Thursday, August 30, 2018 8:16 AM  
**To:** Cromwell, Nicole <CromwellN@ci.billings.mt.us>  
**Subject:** Proposed Zoning Change at 54th and Grand

Council member Cromwell,  
I am writing this message to express my concerns about the proposed zone change at 54th and Grand. This is especially concerning given the close proximity to our new middle school, as well as the close proximity to homes and walking/bike paths. As you are aware, this proposal is to change the zoning in the area to allow for two businesses, in addition to the casino under construction, to be built in this area with beer/wine licenses (Taproom/Cabaret). Let me first state I am against this zoning change. Please take my reasons into consideration.

Billings, as a city, is continuing to experience growth. There is considerable growth on the West end of Billings. Many residents are buying/building houses in this part of town to escape some of the noise and problems in other parts of Billings. There are many families and children that are investing in property in this part of town. I am concerned about their safety as well as the property values of these families. People who frequent establishments that serve alcohol are consuming alcohol and then driving their vehicles. People who use walking paths, children who are walking home from school, and any other traffic in and around the area are immediately put at risk. With the addition of two more business to the eyesore that will be the Den Casino, we are increasing this risk exponentially.

I am also against the construction because of the potential reductions of property values. The surrounding residents who live near this area will be dealing with increased traffic as well as potentially loud, intoxicated, individuals at all hours of the night. With the potential for patios etc. this issue only gets worse. The potential of 3 alcohol serving establishments within walking distance of each other will cause many issues to surrounding homeowners. Bright signs and neon lights will only compound the issues. There are many residents that are against the construction of the "Den Casino". Many residents reached out to the council and expressed their concerns. The council still allowed construction of the casino. I have witnessed firsthand how a parking lot near a casino or a bar is a perfect place to exchange cash for drugs. Neighborhoods around casinos and bars become targets for robbery's and theft. Not to mention the number of people who leave the casino after having too many drinks putting pedestrians at risk of being hit by a drunk driver. The city of Billings has far too many casinos as it is. They become nothing but an eyesore to surrounding neighborhoods and communities. Why would we want to tarnish this prospering part of town with yet another bar/bars?

I would ask you to consider our impressionable middle school students if additional bars are erected right across

the street from their school. I would also ask you to consider the families who have built homes and started families in a part of town that is, for the most part, free of the problems that bars bring with them.

The council has a real chance to set the tone for the future of Billings. Do we want to be a city of bars and casinos? Do we want to plop a bar on every street corner? Please consider the concerns of the residents of this area above any "promised" benefits from the potential tenants and keep the zoning as it is. These residents, after all, make our city great.

Thank you,  
Patrick Brunsvold

**Scott Aspenlieder**

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**From:** Cromwell, Nicole <CromwellN@ci.billings.mt.us>  
**Sent:** Thursday, August 30, 2018 3:32 PM  
**To:** Scott Aspenlieder  
**Subject:** FW: 54th Street Brew Pub proposal

Another

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**From:** SHARON SCHAROSCH [mailto:scharosch\_4@msn.com]  
**Sent:** Thursday, August 30, 2018 3:23 PM  
**To:** Cromwell, Nicole <CromwellN@ci.billings.mt.us>  
**Cc:** SHARON SCHAROSCH <scharosch\_4@msn.com>  
**Subject:** 54th Street Brew Pub proposal

Nicole Cromwell,

I would like to say that I am very much opposed to the plan to allow a pub/patio to be built to the north of the Den structure on 54<sup>th</sup> and Grand. I live in the neighborhood and I feel the increase of traffic would be prohibitive. Also the noise to the neighborhood environment would be totally disruptive.

Thank you for registering my comments against this proposal.

Sharon Scharosch  
1503 Granite Peak Trail  
Billings, 59106



**Scott Aspenlieder**

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**From:** Cromwell, Nicole <CromwellN@ci.billings.mt.us>  
**Sent:** Friday, August 31, 2018 6:53 AM  
**To:** 'DeAnn Cates'; Scott Aspenlieder  
**Subject:** RE: possible Zoning change 54th and Grand

Thank you for your letter of comment. It will be added to the public record if/when a zone change is presented to the Planning Division for consideration.

Sincerely yours,

*Nicole Cromwell  
Zoning Coordinator  
Code Enforcement Supervisor  
Planning & Community Services  
2825 3<sup>rd</sup> Ave N, 4<sup>th</sup> Floor  
Billings, MT 59101  
(406)247-8676 –phone  
(406)247-8662- phone  
(406)657-8327 - FAX*

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<https://www.facebook.com/Billings-City-County-Planning-Division-1738982159659260/>



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**From:** DeAnn Cates [mailto:deanntofte@msn.com]  
**Sent:** Thursday, August 30, 2018 9:02 PM  
**To:** Cromwell, Nicole <CromwellN@ci.billings.mt.us>; scott@performance-ec.com  
**Subject:** possible Zoning change 54th and Grand

Hello-

I attended the neighborhood informational meeting regarding the Zoning petition for Neighborhood Commercial at 54th and Grand Ave.

First of all, tap rooms and restaurants with a cabaret license are NOT neighborhood commercial, and should not be considered as neighborhood commercial. The corner of 54th and Grand is 3 Subdivisions (Vintage Estates, Grand Peaks, and Cottonwood).. unfortunately, the 4th corner is the Den. We as neighbors are not happy with the placement of bar in our neighborhood, but we know there is nothing we can do about that establishment at this point.

When we chose to move the far west end of Billings, we were attracted by the fact we were moving to a safer, quieter, and more tranquil area of Billings. We understand Commercial will be built on the front lots of 54th and Grand, and we are not trying to stop progress. But, we chose to not live next door to casinos, bars and restaurants like we did when we lived in town. We lived near 16th and Yellowstone Avenue, and had lots of



foot traffic, vandalism, theft, sirens, casino robberies, wrecks, and a drunk driver that drove into our front yard and not stopping until hitting a 100 year old tree head on. Not that crime can't happen where we live now, but we knew by paying a higher dollar for our lot, and moving to a Subdivision, our property and our lives would be safer.

Please consider NOT allowing Tap Rooms and Restaurants be allowed to be built directly next door to Neighborhoods/Subdivisions. This should not happen in Billings. This should be regulated.

To us, when we were told the front lots on Grand and 54th were zoned commercial, we were told Neighborhood friendly commercial (dentist, chiropractor, ice cream shop, dry cleaner, car wash, coffee shop).. these are what we consider neighborhood commercial and the type and quality of neighborhood commercial we want as neighbors.

With this all being said, if there is no stopping this, these businesses need to have very strict Zoning requirements. Please consider the people who have invested their life savings into building their homes and have to live next to establishments that serve alcohol day in and day out.

1. 30 foot minimum buffer - concrete wall dividing business from Vinyl fence (Cottonwood homes closest to Grand Ave).
2. Outdoor seating only on West Side of building and not in the back, closest to Cottonwood homes or not near 54th Street West.
3. Parking lot lighting- minimum as possible. Only certain hours of operation should they be allowed on and not directly in line with homes where their windows will face these establishments.
4. Entire row of Trees next to Concrete wall dividing the businesses from houses and house vinyl fence.
5. Shrubbery, grass, rock borders, tall grasses .. upscale landscaping
6. 1 story building only (2 story not allowed).
7. NO dumpsters will be parked in back of building closest to the neighbor houses. Dumpsters must be near building, not at the back of the lot by the Cottonwood houses.
8. Colors of Business exterior blend into natural landscape. Rock exterior border. Upscale looking building .. Beige, Taupe, natural "rim colors" to match neighboring houses and area of Billings
9. 1 Building, not 2 separate building for 2 businesses. 1 parking lot
10. No outdoor concerts, contests, block/deck parties, etc .. ever on property.
11. Tap room must close business at 10pm if food is served. Must close at 8pm if full menu is not available at Tap room. Must not open before 11am.
12. Cabaret license. must close at 10pm. no later. no later hours on weekends, etc. Must not open before 11am.

Please, please consider and write in these suggestions when filing for this zoning. Better yet, please do not allow these type of businesses to be built next door to a neighborhood and across the street from 2 more subdivisions.

Thank you for your time.

DeAnn and Lorin Cates  
5341 North Castle Stone Square

Billings, MT 59106

*DeAnn Cates*

[deanntofte@msn.com](mailto:deanntofte@msn.com)

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## Scott Aspenlieder

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**From:** Cromwell, Nicole <CromwellN@ci.billings.mt.us>  
**Sent:** Friday, August 31, 2018 6:53 AM  
**To:** Scott Aspenlieder  
**Subject:** FW: 54th and Grand

Another.

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**From:** Kimberly [mailto:kchouinard@msn.com]  
**Sent:** Thursday, August 30, 2018 4:13 PM  
**To:** Cromwell, Nicole <CromwellN@ci.billings.mt.us>  
**Subject:** 54th and Grand

Hi there,

My home is in the Grand Peaks subdivision. There has been many discussions about the zoning around our neighborhood. Thank you for rejecting the proposal on 50th and Grand near Grace Montessori Academy.

Please do not approve anymore Brew Pubs, casinos, commercial businesses on the land near 54th and Grand either. The Lion's Den is highly concerning as a parent and home owner.

We have one of the highest suicide rates, alcohol abuse rates, and vehicle death rates across the nation. Billings has a drug epidemic that has increased violence and home robberies.

This land is near our schools. Please protect our kids and our homes. We have a safe, family oriented neighborhood. Please help us keep it that way. Billings already does not have enough police manpower, lets not make their jobs that much more difficult.

Thank you for your consideration.

Kim Chouinard  
(406)855-1135

Sent from my Verizon, Samsung Galaxy smartphone

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**Scott Aspenlieder**

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**From:** Judy fisher <judy1217@hotmail.com>  
**Sent:** Friday, August 31, 2018 10:51 AM  
**To:** Scott Aspenlieder  
**Subject:** zoning

Scott -

I am writing in regard to the zone change on 54th and Grand Avenue. I am completely against the building of a tap room and a cabaret business near my neighborhood and a middle school and a church.

Thank you -

Judy Fisher

**Scott Aspenlieder**

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**From:** Cromwell, Nicole <CromwellN@ci.billings.mt.us>  
**Sent:** Friday, August 31, 2018 5:04 PM  
**To:** Scott Aspenlieder  
**Subject:** FW: 50th & Grand - Zoning Change

another

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**From:** Whitney Kross [mailto:whitney.kross@gmail.com]  
**Sent:** Friday, August 31, 2018 4:13 PM  
**To:** Cromwell, Nicole <CromwellN@ci.billings.mt.us>  
**Subject:** Fwd: 50th & Grand - Zoning Change

Nicole,

I was just informed that yet another bar/brew pub has put in an application to be located in my neighborhood just north of the Den. As with the proposal for a zoning change at 50th and Grand I am opposed to this with many of the same reasons from before (see below).

Please include my previous email with my vote in opposition of this development.

Thank you,

Whitney K.

Sent from my iPhone

Begin forwarded message:

**From:** Whitney Kross <[whitney.kross@gmail.com](mailto:whitney.kross@gmail.com)>  
**Date:** August 28, 2018 at 8:07:34 AM MDT  
**To:** "Cromwell, Nicole" <[cromwelln@ci.billings.mt.us](mailto:cromwelln@ci.billings.mt.us)>  
**Subject:** **50th & Grand - Zoning Change**

Nicole,

I strongly oppose the zoning change at 50th Grand. Though I would love to have my voice heard in person I work 8-5 Monday through Friday and this meeting is conveniently scheduled for 9 am. It was said at the last meeting by Scott Aspenleider with Performance Engineering that due to the small number of attendees the people in the area are in favor of the proposed zone change. That could not be more false. We "the people" have chose to move to the far west end to avoid all the commercial development. To get away from the casinos and bars that seem to run the development of this City. I am all for growing and bettering the City of Billings but this type of development, particularly when it is placed in the middle of residential homes, is not the type of growth this City needs or its communities want. We in this neighborhood are already having to deal with the Den being placed in our backyards, withing walking distance from our homes, a church and a school. We do not want this to happen again. The following are additional concerns:

1) Drainage - There is very poor drainage in this area. The detention ponds built for neighborhoods fill on a regular basis and do not drain down within the allotted 72 hours required by the City. By increasing the paved area, drainage is going to get worse and where does the City plan on this runoff going? Since the construction of The Den has began, runoff from the site has increased dramatically down grand avenue and to the surrounding area. For the first time in the four years that I have owned my home, there is standing water in the backyard and the field almost everyday. Even in the hottest parts of summer I could walk out in the afternoon and be stepping in sippy grass. I should add my backyard is not shaded at all and yet the grounds remained supersaturated.

2) Traffic - Being told traffic will not increase because of the zone change does not sit lightly. The zone change is a catalyst to commercial development which will 100% increase traffic. I have to make a left onto Grand Ave from 48th Street West everyday when returning from work. Prior to Ben Steele being built this was never more than few second wait per car. I now sit for multiple minutes everyday with traffic piling up behind me and people making unsafe right turns to avoid waiting behind those with the left. These planned developments will only continue to make this worse.

3) Appearance - This will completely change the look of the area, the reason the people already established out here moved here. If I wanted to live in a location near a casino or bar there are plenty of locations to choose from. But those of us who did not want that chose our neighborhoods because they were getting away from those types of establishments. With this change the City will be bringing them right to us.

4) Crime - There has already been a significant increase in crime in my neighborhood with vehicle break-ins and at least two known home break-ins. This too will undoubtedly increase when alcohol and gambling are added to the mix.

Please listen to the voices of the people this will directly effect and realize there would be a lot more voices of opposition if this was scheduled at a time not during the average Americans working hours.

Thank you,

Whitney Kross  
1544 Silver Run Trail

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## Scott Aspenlieder

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**From:** Denise Morrison <brettnzdenise@hotmail.com>  
**Sent:** Friday, August 31, 2018 8:53 PM  
**To:** Scott Aspenlieder  
**Subject:** Rezoning on Grand and 54th

Attention: Scott Aspenlieder

Re: Proposed Zoning Change

Block 1 of Lot 4 of the MK Subdivision in Section 31, Township 1 North, Range 25 East in Yellowstone County totaling 3.6 acres

I am emailing with the purpose of raising concerns with the application of intention for the above proposed change. I live in the Foxtail neighborhood. It was just recently that as neighbors we attended a Billings City Council meeting to express the same concerns as I do now for the Casino, The Den, which is now under construction. By the time many in the area were aware the Den had been approved to build on the current site it was already a done deal. However, a number of us attended and views were voiced. For the most part it seemed to me that the council members were uninterested in our concerns, and almost bored listening to their community members. One council member asked if we understood this would be a low key casino. Yet here we are again, having to detail the same concerns. A woman representing the owners spoke and announced that they have met all the requirements in terms of zoning and so forth and they wanted to be good neighbors. I have to state that good neighbors do not put establishments that allow patrons to drink and leave their premises when children are walking to school and home. We are all aware of the proximity of Ben Steele middle school. I also have a son who walks to school and home and am already concerned about an intoxicated driver in the area at any given time. There are children coming and going from adjoining neighborhoods and will have to pass The Den and any further approved establishments that serve alcohol. This is a huge safety concern. Behind the Den and the proposed microbrewery/taproom are a number of family homes. Has anyone considered these families? I have a very close friend who lives directly behind this property. She is a young widow. Her husband died of cancer and she is raising her children on her own. At the time the Den was up for debate, she informed me that she had only just started to sleep through the night and not be afraid she is on her own. Now that has changed. I like to walk in the evenings around the neighborhood but will now have to be concerned with drunk people roaming or driving and will no longer have the security I do now. These establishments also give those who may have unseemly intentions towards women or children, a reason to be hanging around our family neighborhoods. While the brewery may meet the required distance from properties in question, it still does not make this a responsible decision for those of us who live within proximity of these establishments. The woman who was representing the land owners for the Den appears to be the same woman who was at the meeting on August 27th. Did she not take into account any of our concerns as families? I arrived at the meeting when it had already concluded because I had other obligations and so was not present but others who had left the meeting advised me to come inside and sign the form which I did. I am not one to object strongly and from shyness did not speak at the aforementioned council meeting. However, there is a huge issue of feeling safe and being safe in our community. If these further establishments are approved I can only hope the police in the neighboring station on 54th will be waiting to pick up any intoxicated drivers or note any suspicious persons hanging around the neighborhoods. Submitted for your consideration.

Sincerely,

Denise Morrison  
Brett Morrison



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**Cromwell, Nicole**

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**From:** Kirstina Hedges <kirstinahedges@aol.com>  
**Sent:** Friday, August 31, 2018 7:12 PM  
**To:** Cromwell, Nicole  
**Subject:** Zoning change 54th and Grand

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi, I am emailing you regarding the zoning application for the proposed businesses at 54th and Grand. I am against any businesses building or operating in this area. I would only like to see single family residents in this area. I moved out here to get away from businesses. Thank you for taking the time to read this email.

Kirstina Hedges

5245 S Thunder Mountain Square  
Billings MT 59106  
4068615479

Sent from AOL Mobile Mail  
Get the new AOL app: [mail.mobile.aol.com](mailto:mail.mobile.aol.com)



## Scott Aspenlieder

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**From:** Joyce Christensen <rejoyce@bresnan.net>  
**Sent:** Monday, September 03, 2018 8:42 PM  
**To:** Scott Aspenlieder  
**Subject:** Zone Change

I have been informed that there is a zoning request for the area around the "DEN" at 54th and Grand to be changed to a category of commercial so that another two bars can be put in that location. As a resident near this area I am greatly against this changed zoning and I hope you will consider the West End Plan mission statement that responsible development be allowed. I don't believe changing it to commercial zoning would be best for the residents.

**Cromwell, Nicole**

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**From:** renoton@aol.com  
**Sent:** Monday, September 3, 2018 11:27 AM  
**To:** scott@performance-ec.com  
**Cc:** Cromwell, Nicole  
**Subject:** Zoning Request Change at 54th & Grand

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Dear Planning Commission:

We are homeowners in the Mont Vista subdivision on 54th Street on the West End. We bought our home in this location in 2017 believing we would be living in an excellent community and safe location.

We are very opposed to the Zoning Request Change at 54th & Grand for a change to Commercial because:

1. It can affect the safety of the children who attend Ben Steele Middle School, a very short distance west of 54th & Grand, and who walk or ride bikes to school. Would you like your children or grandchildren exposed to this environment?
2. It can have a negative affect on home prices in this largely residential area. Many of us also walk or ride bikes in this area regularly. This change will affect the safety of us and increase congestion in this beautiful area.

Please vote NO to this proposed Zoning Request Change.

Sincerely;

Ron & Mary Lou Noton  
5238 Amherst Dr.  
Billings, MT 59106  
406-200-7235

**Cromwell, Nicole**

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**From:** Scott McMillin <sscottm4@gmail.com>  
**Sent:** Monday, September 3, 2018 10:54 AM  
**To:** Cromwell, Nicole  
**Subject:** Fwd: Zone change

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

----- Forwarded message -----

**From:** **Scott McMillin** <[sscottm4@gmail.com](mailto:sscottm4@gmail.com)>  
**Date:** Mon, Sep 3, 2018, 10:50 AM  
**Subject:** Zone change  
**To:** <[scott@performance-ec.com](mailto:scott@performance-ec.com)>, <[cromwelln@ci.mt.us](mailto:cromwelln@ci.mt.us)>

I understand a new zoning change is being requested tomorrow for the area around the "DEN" which is currently being built on 54th and Grand that would allow additional bars in that same location. My first reaction when I knew the "DEN" was going in is how Billings Zoning board would ever allow in the first place being a new middle school just down the street. With the new school plus the one on around 48th and Grand no way should you allow additional liquor establishment to be placed in basically residential area. If you allow, it would be obvious that the zoning boards heads are somewhere other than on their shoulders . Scott McMillin resident of Mt Vista Sub Division

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**Scott Aspenlieder**

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**From:** Nan McMillin <nanmcmill9@gmail.com>  
**Sent:** Monday, September 03, 2018 10:26 AM  
**To:** Scott Aspenlieder  
**Subject:** 54th & Grand zoning

I think it would be detrimental to the neighborhoods in our area to allow three businesses to provide alcohol. There is a school in close proximity plus so many people walk, jog, bike ride along the path. They would be in jeopardy with impaired drivers in the area. I am a senior citizen that opposes this re zoning.

**Cromwell, Nicole**

---

**From:** Karen Freeman <kafreeman2017@gmail.com>  
**Sent:** Monday, September 3, 2018 10:18 AM  
**To:** scott@performance-ec.com; Cromwell, Nicole  
**Subject:** NO NO NO

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Dear Scott and Nicole,  
In case you aren't hearing the West End neighbors, we DO NOT want another zoning change that puts more alcohol near the Den. The West Billings Plan has the goal to "meet the community's SHARED vision for the future of the West End and for RESPONSIBLE development"  
The majority of the community does NOT want more zoning changes that involve alcohol on the West End. It's not what we want.  
Thanks

Karen Freeman  
876-1931

**From:** Clark Johnson [<mailto:clark@videosoflife.com>]  
**Sent:** Monday, September 10, 2018 11:00 AM  
**To:** Scott Aspenlieder <[scott@performance-ec.com](mailto:scott@performance-ec.com)>  
**Subject:** 54th and Grand Pub

I personally am fine with having a bar and dining place there.

But don't let gaudy signage be placed there. A good business does not need that.

Absolutely NO casino signage, the blight of Billings.

Clark Johnson

--

**Clark**

**Clark Johnson**  
[clark@VideosOfLife.com](mailto:clark@VideosOfLife.com)

(504) 416-0954

[www.fb.com/VideosOfLifebyClark](http://www.fb.com/VideosOfLifebyClark)

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**Cromwell, Nicole**

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**From:** Jessica Taylor <jestaylorcolorado@gmail.com>  
**Sent:** Monday, September 17, 2018 3:09 PM  
**To:** Cromwell, Nicole; scott@performance-ec.com  
**Subject:** Block 1 of Lot 4 (North of The Den on Westend)

Good Afternoon,

You may or may not have heard that news of the plans for a microbrewery/tap room and cabaret license has been posted on NextDoor to the NW Billings area residents who are on that website/app.

Your email was posted by the chair of the West End Task Force as who to contact for objections and/or suggestions to make this business fit the character of the neighborhood.

I wanted to write to let you know I am in full support of additional businesses in this part of town. I trust in the city of Billings to be judicious in approving plans for these types of establishments in the more suburban areas of Billings. I have a child at Ben Steele Middle School and have no concerns about an establishment serving alcohol within walking distance. Heck, I'm just excited about a new craft brewery and food going up closer to us (I'm in the Copper Ridge neighborhood, for what it's worth). The only concern I would have is ensuring it is aesthetically pleasing to the area, as well as ensuring it doesn't add traffic congestion on that part of Grand; though we really don't need another casino, especially on Grand!

Thank you for your involvement in the continued growth of our great city.

Jessica Taylor



**Cromwell, Nicole**

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**From:** John&Barb Mulvaney <jandbmul@gmail.com>  
**Sent:** Thursday, September 20, 2018 11:40 AM  
**To:** Cromwell, Nicole  
**Subject:** 54th and Grand

Regarding the brewery/ cabaret , it seems to me it would be better located in The vicinity of Grand and Shiloh, rather than in the center of 8 family type Neighborhoods within the 6 block area that is being requested. We are really In need of a family style restaurant where we could enjoy family meals with Families and friends. I sincerely hope the purposed business request will  
Be withdrawn. Thank you.

Sincerely, Barbara Mulvaney, West End Task Force

Sent from my iPad

**Cromwell, Nicole**

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**From:** Janet Stearns <tregolily@yahoo.com>  
**Sent:** Friday, September 21, 2018 9:26 AM  
**To:** Cromwell, Nicole  
**Subject:** zoning request by Wells on approx. 50th and Grand

Dear Nicole: I am not sure when you meet with the engineer on that project, but he asked for suggestions at one meeting I attended and I don't feel that a cabaret/brewery are appropriate use of that location smack in the middle of 6 - 8 neighborhood developments consisting of folks who chose that area for its family-friendly environment. Just a short distance away, at 54th and Grand, there are proposed businesses and would be a more appropriate location. Billings has an abundance of businesses geared to alcohol consumption, gambling, and other lifestyle choice services.....those are the types that I would suggest "fit" in a neighborhood.

Janet Stearns West End Task Force and sixty plus year resident of Billings/Yellowstone County

**Cromwell, Nicole**

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**From:** Terra Pierce <t.pierce@bresnan.net>  
**Sent:** Tuesday, September 25, 2018 12:27 PM  
**To:** Cromwell, Nicole  
**Subject:** City Zone Change 971

Good Afternoon,

I would like to express my opinion on the requested zone change from NC to Planned Development with underlying NC, to allow one microbrewery license and one beer and wine license on Lot4, Block 1 of MK Subdivision. My husband and I recently bought and are developing the lot directly south of the proposed zone change. The lot that we purchased is zoned community commercial, we had to submit a special review to allow gaming. We were met with a lot of opposition from surrounding neighbors concerned about both alcohol and gaming. Ultimately, we passed with the concession that we comply with several of the recommendations from the commission. One of which says, we can only occupy 5000sq ft. of our building.

If a brewery were to come in and purchase a 3 acre parcel of land, you know that their building would be larger than 5000sq. feet. And as a bar owner in Billings, I have watched these breweries creep into our industry over the last 10 years and continue to steal business during our peak hours of 4pm-8pm. If the neighbors were not happy about my business being located there, they should be really unhappy with a brewery right in their backyard.

This property is zoned NC to protect the neighbors, it literally back right up to several back yards. I am not opposed to the property being developed, I just feel that it should remain NC and be used for its intended purpose.

I might add, also that because it is NC is priced much lower per sq ft. than what we paid for CC. If the proposed developer is really interested than he should be shopping lots that are zoned community commercial.

Thank you,  
Terra Pierce

21

**From:** Tiffany Wardell [<mailto:wardelltiffany@gmail.com>]

**Sent:** Thursday, September 20, 2018 3:59 PM

**To:** Scott Aspenlieder <[scott@performance-ec.com](mailto:scott@performance-ec.com)>

**Subject:** Re: West End Task Force Request

Scott:

I assume that what keeps some people from making suggestions for planned developments are two things. First, they think that if they add input, they are pleased, or at least un-opposed, to said development. Second, so many are new to planned developments that they are unsure what can or cannot be added to it. These are assumptions based on my own feelings. So, before I dive into my own suggestions for this particular planned development, I need to say, that I'm opposed to the possibility of there being all alcohol/liquor sales on this particular corner. I'm opposed to the businesses because they aren't family-friendly in an area that is more rural and suburbia. Also, I need to say that I'm new to planned developments and have therefore decided to look at the Canyon Creek PD you referenced as a starting point.

Now to my input for the Hawk Creek/Chy Rd. Planned Development.

Businesses I'd like to see exempted from the development:

- Automotive dealers/gas stations
- Hotels, camps, rooming houses
- Massage parlors/spas
- Multi-family dwellings
- Casinos/gaming
- Event Space/rental

Businesses I'd like to see included:

- Professional Offices
- Garden/lawn supply stores
- Florist
- Photography Studios
- Library
- Yogurt/ice cream shop
- Art studio/gallery
- Yoga/Pilates studio
- Book Stores
- Novelty/Gift shop
- Children's play-place/museum
- Drafting Services
- One (1) cabaret business with a restaurant

Operational Restrictions

Only one (1) brewery and one (1) cabaret business

No outdoor eating area for the brewery and one outdoor eating area allowed for the restaurant (cabaret business) on the East side of the building with a 6-ft-high fence along the North side as sound barrier.

No outdoor music or entertainment

Evergreens must be planted along the entire North and West sides of PD to act as visual separation between business and residences.

Lighting in parking area should be no higher than 15 ft and should be shielded to prevent light reaching neighboring homes. Outdoor lights should be off when the business closes.

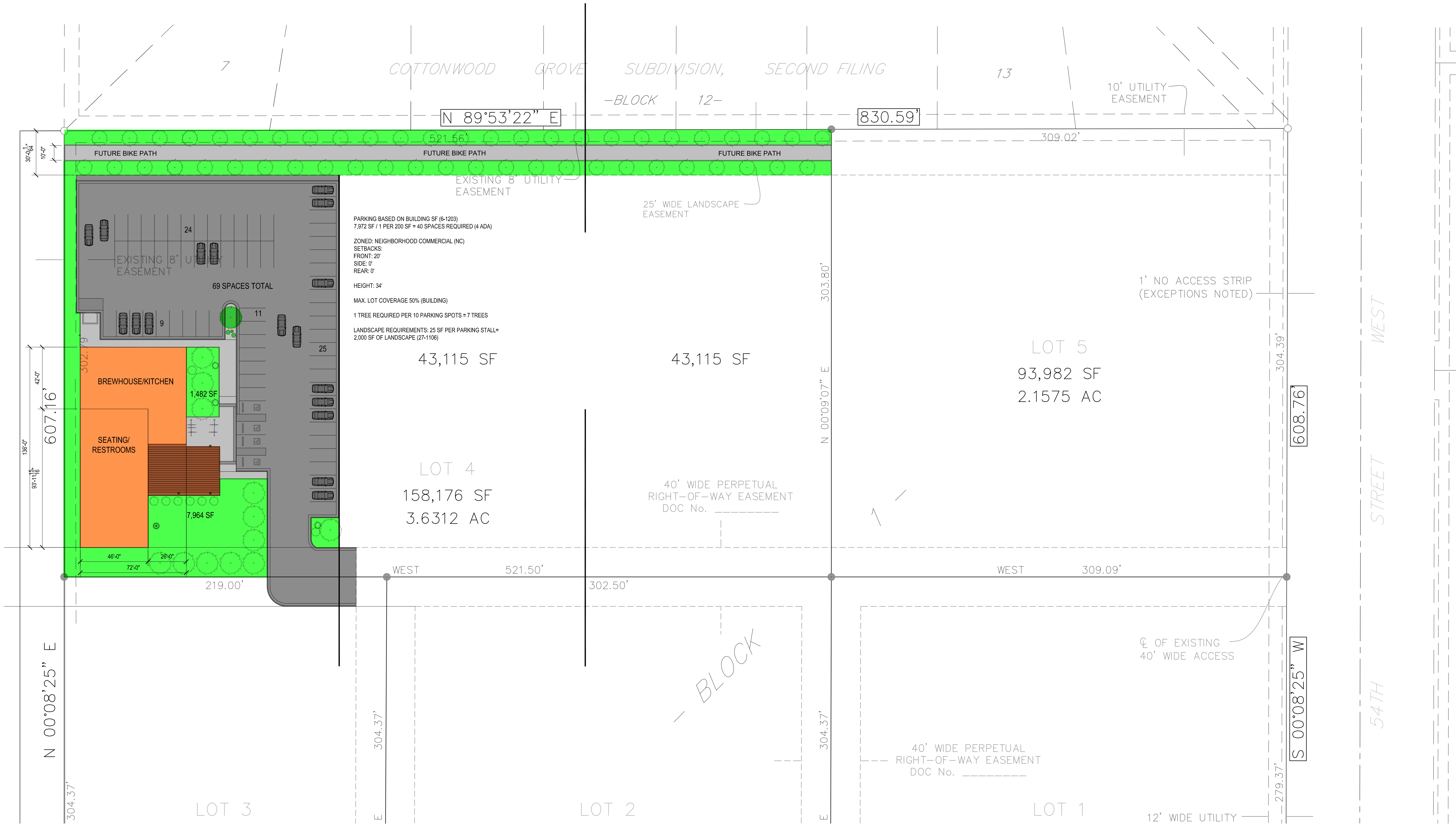
Lighting on building should be architectural in design. No neon.

As to the rest of the PD, I'd like to mimic what is in the Canyon Creek PD.

Please email/call me with questions or clarifications.

Tiffany Wardell  
406-690-6244

P:\18074\00\Drawings & Models\AutoCAD\Barn Brewery\_A2.1.dwg Sep 17, 2018 - 3:40pm



# 9 FLOOR PLAN

A2.1 : A2.1 SCALE: 1/32" = 1'-0"

FLOOR PLAN  
 sheet  
 project **BARN BREWERY**  
 owner

project # **18049.00**

revision \_\_\_\_\_ date \_\_\_\_\_

phase \_\_\_\_\_



issue date  
**06.01.2018**

# A2.1



## EXECUTIVE SUMMARY

The West End Multi-Modal Planning Study is the result of a collaborative effort between the Billings-Yellowstone County Metropolitan Planning Organization (MPO), the City of Billings, Yellowstone County and the consultant Project Team (Sanderson Stewart and Fehr & Peers). The purpose statement for the study is as follows:

To evaluate the cumulative effect of ongoing and projected future land development and population growth on the multi-modal transportation system for the area of Billings west of Shiloh Road

This document provides guidance in terms of cost and prioritization for multi-modal transportation system projects in the study area based on a pair of land development projection scenarios for the 20-year period leading up to the study Horizon Year of 2035.

### Study Area

The study area for the West End Multi-Modal Planning Study is depicted at right in **Figure ES1**. The areas shown in light blue are in the City of Billings, while all other areas have not yet been annexed. The areas shaded in red have been identified for potential annexation by 2018, while the areas in yellow-orange have been identified for potential longer-term annexation. The orange dotted line represents the MPO planning jurisdictional boundary.

### Methodology

The Project Team inventoried existing multi-modal transportation system features within the study area, collected traffic counts and crash history data and performed a comprehensive analysis of existing conditions to utilize as a baseline for the study. In addition to evaluating operations and safety for vehicular travel, the team evaluated conditions for the bicycle and pedestrian environment using latent demand and level of traffic stress (LTS) metrics.

Two (2) Horizon Year (2035) land development projection scenarios were calculated; one that approximated a continuation of recent historical development in the area, including a mixture of City and County subdivisions; and a second scenario that projected more aggressive annexation of study area property, thereby resulting in denser development and growth.

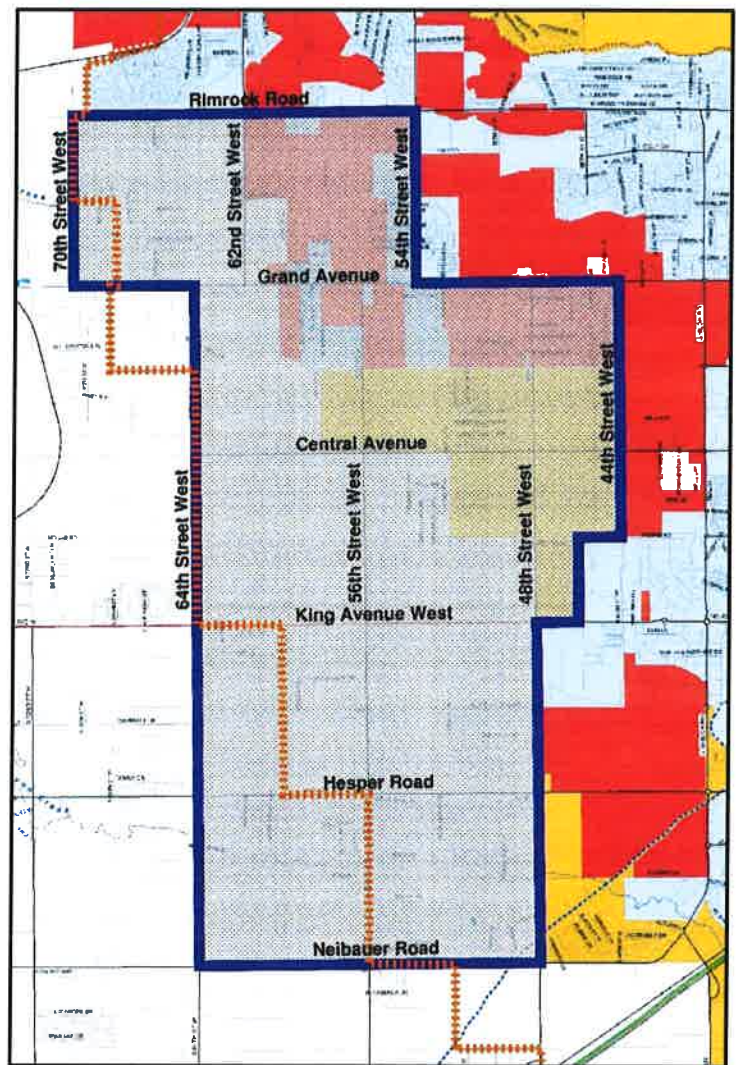


FIGURE ES1. STUDY AREA

The parameters for the two growth scenarios were provided to the Montana Department of Transportation (MDT) for analysis in the Transcad transportation model for Yellowstone County. MDT returned link-specific average daily traffic (ADT) volume projections for both scenarios to be utilized for the Horizon Year (2035) analyses.

The Project Team analyzed future multi-modal operations for both of the growth scenarios. Based on the results of those efforts and the crash history analysis for the study area, the team developed a series of prioritized short-term and long-term project recommendations with high-level approximate construction cost ranges estimates.

## Analysis Results

### Existing Conditions

For the Existing Conditions (2015) scenario, all of the study area intersections and street corridor segments were found to operate at acceptable levels of service (LOS) during all periods of a typical day. However, an evaluation of crash history for study area intersections for the 5-year period from 2010-2014 revealed that there are seven (7) intersections with crash rates higher than 1.0 crashes/million vehicles entering (MVE), which is a threshold number that MDT uses to determine when an intersection may be of concern. The following three (3) of those intersections exhibited crash rates greater than 1.50 crashes/MVE:

- Rimrock Road & 62nd Street West
- Neibauer Road & 48th Street West
- Neibauer Road & 56th Street West

There were no fatalities reported as a result of any of the crashes during the 5-year analysis period. However, crash severity, which takes into account how many injuries and/or fatalities have occurred as a result of a sample of crashes, was found to be elevated for six (6) intersections. The two Neibauer Road intersections listed above had the highest crash severity rates.

From an active transportation (bicycle/pedestrian) standpoint, the availability of sidewalks, side paths, trails, or bike lanes in the study area is very limited with the exception of sidewalks internal to masterplanned communities. In general, the study area lacks connectivity to low stress bike/pedestrian facilities. A level of traffic stress (LTS) analysis showed that all of the major streets in the study area exhibit the highest LTS scores, thereby making them uninviting to typical bicyclists and pedestrians. This is generally due to the high speeds and narrow or non-existent shoulders in the study area.

### Future Conditions (2035)

Under land use growth Scenario 1 (typical growth), most roadways in the study area continue to experience a LOS D or better. However, three of the primary east-west arterials (Rimrock Road, Grand Avenue, King Avenue West) are not projected to meet that standard. Of the north-south arterials, only 62nd Street West, north of Rimrock Road, is projected to operate below LOS D. **Figure ES2** on the following page provides a graphical illustration of the corridor LOS conditions for Scenario 1. Figure ES2 also shows the intersections that are projected to operate below an acceptable LOS C during one or both peak hour periods for Scenario 1.

Under the higher-growth Scenario 2 (aggressive growth), Central Avenue joins Rimrock Road, Grand Avenue and King Avenue West in having one or more segments exhibiting LOS E or worse conditions. For the north-south corridors, 62nd Street West, north of Rimrock Road degrades to LOS F, while 54th Street West is projected at LOS D north of Rimrock Road and LOS E south of Rimrock Road. **Figure ES3**, also on the following page, illustrates the corridor LOS analysis results for Scenario 2 and also shows graphically which intersections are projected to fail under that scenario.



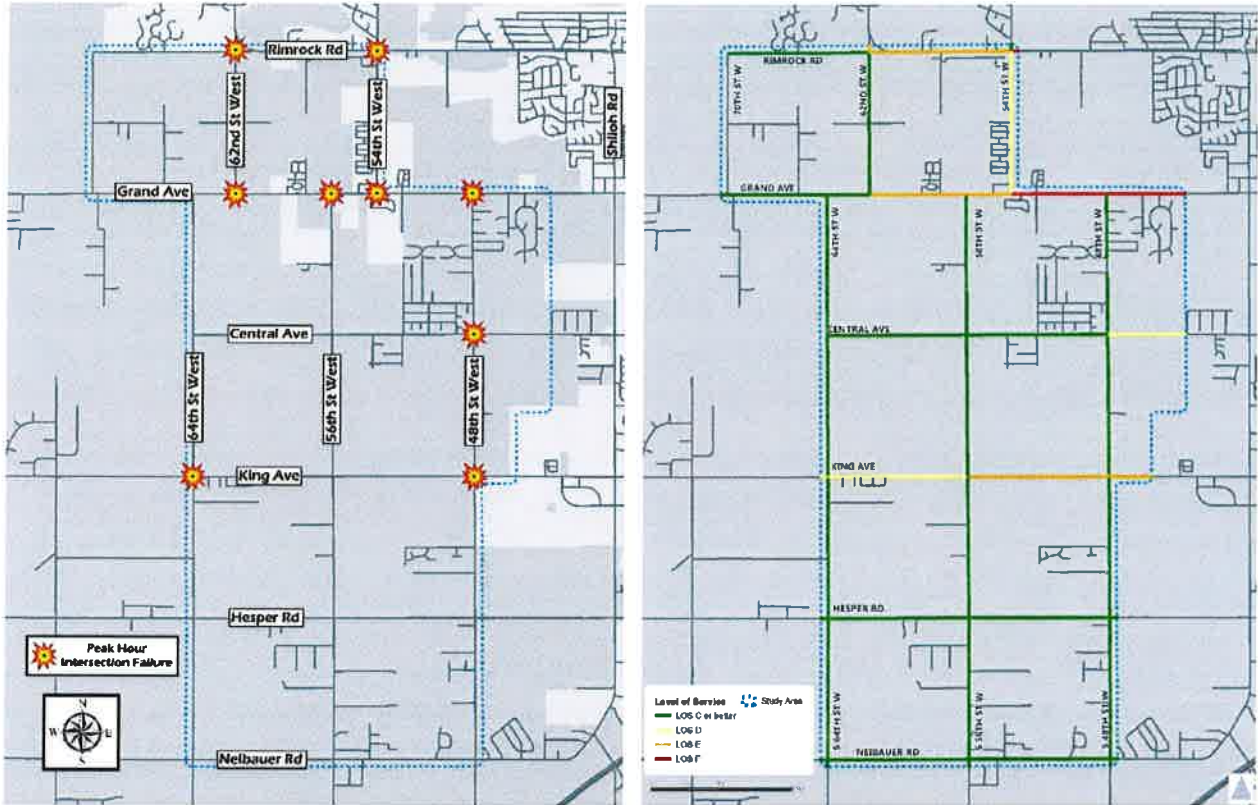


FIGURE ES2. SCENARIO 1 (2035) INTERSECTION AND CORRIDOR LOS ANALYSIS RESULTS

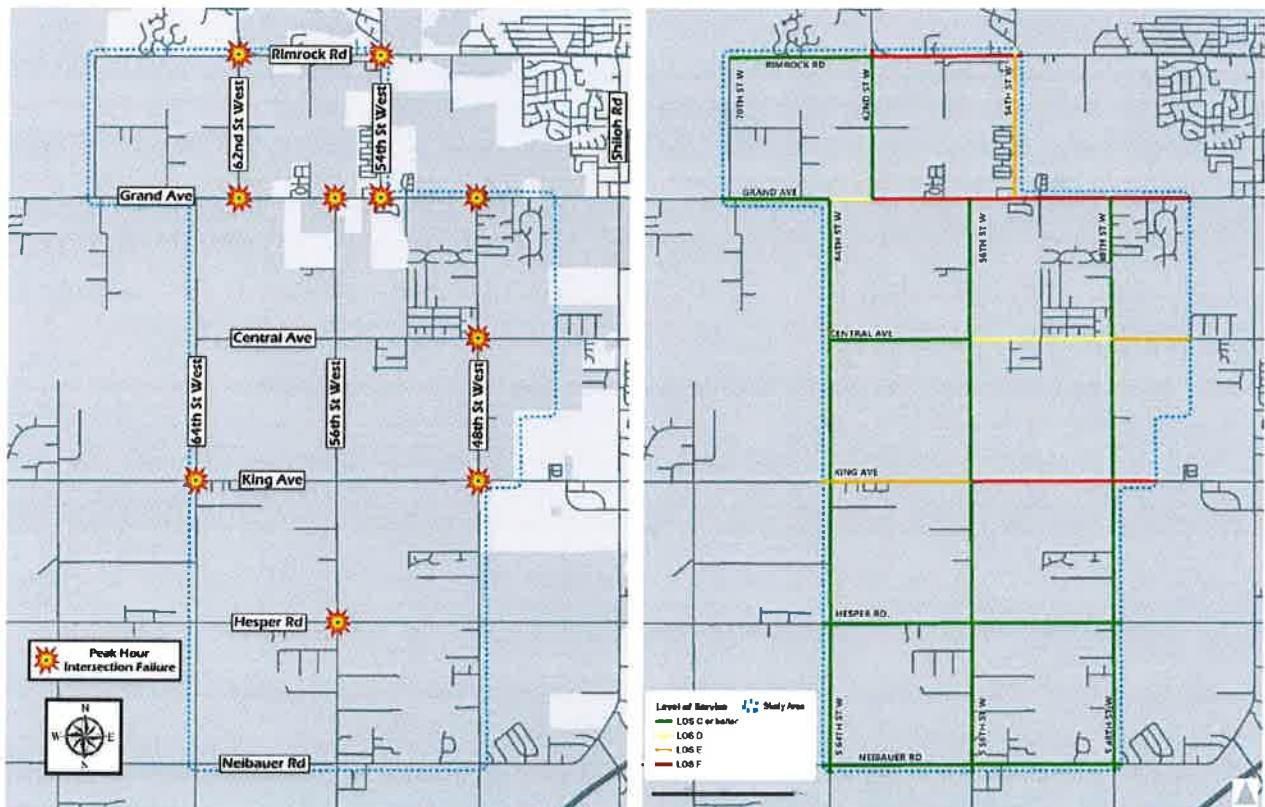
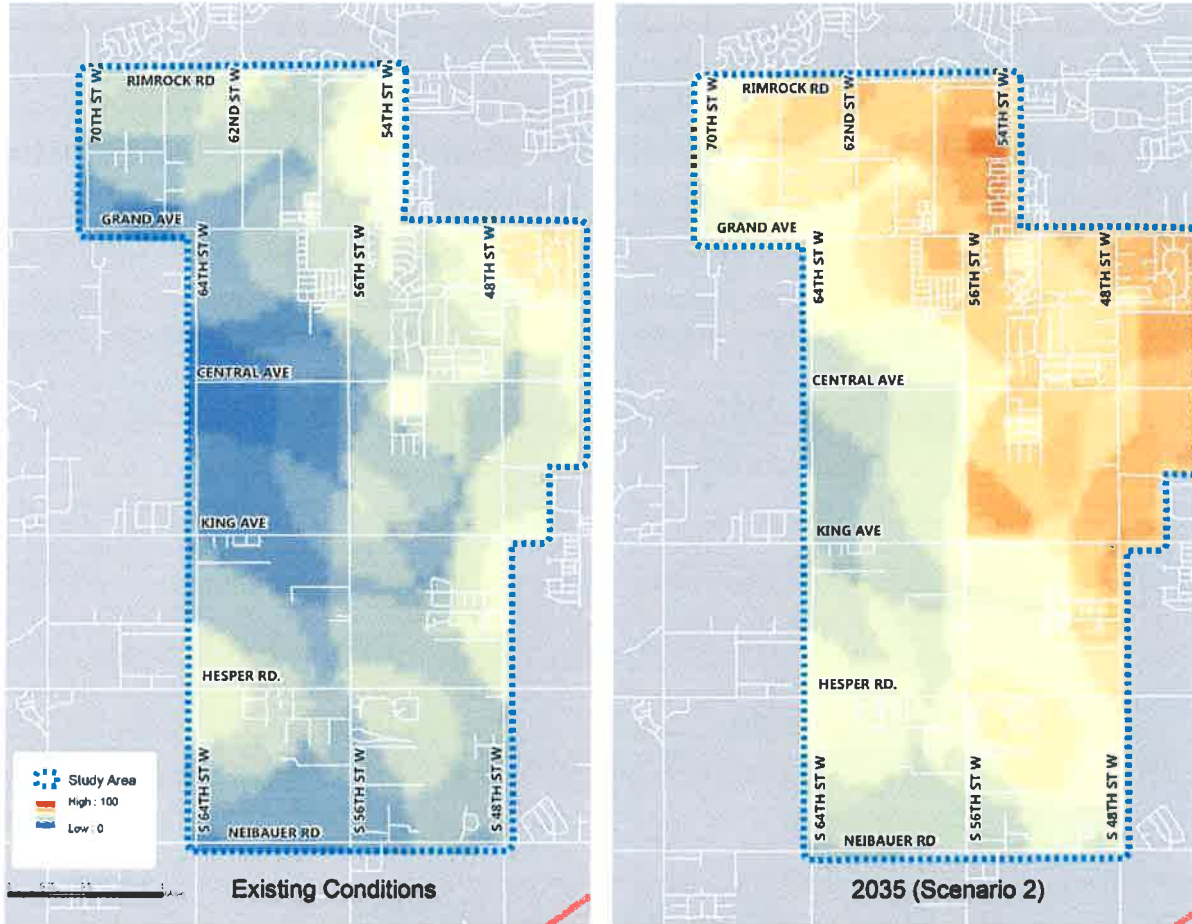


FIGURE ES3. SCENARIO 2 (2035) INTERSECTION AND CORRIDOR LOS ANALYSIS RESULTS



A Latent Demand Model was used to provide a logical analysis framework to prioritize attention and investment for active transportation. Based on the growth projections, demand for active transportation is expected to increase significantly. Most of the study area north of King Avenue and east of 56th Street will generate demand, with the highest concentrations along 54th Street and Grand Avenue. **Figure ES4** below illustrates the projected change in active transportation demand from Existing Conditions (2015) to Scenario 2 (2035)



**FIGURE ES4. LATENT DEMAND MODEL ANALYSIS RESULTS**

## Study Recommendations

### Streets & Intersections

The priority project recommendations for this study were broken down into short-term and long-term categories. Short-term priority projects are those that could be necessary in order to maintain safe and efficient operations during the first half of the 20-year study period. Long-term priority projects are more likely to be needed during the second half of that period. However, it should be noted that there are many factors related to land development that could change the priority, location and cost considerations that are summarized in these recommendations. As such, the recommendations are to be utilized as a guideline for planning and not as a hard and fast committed projects list.

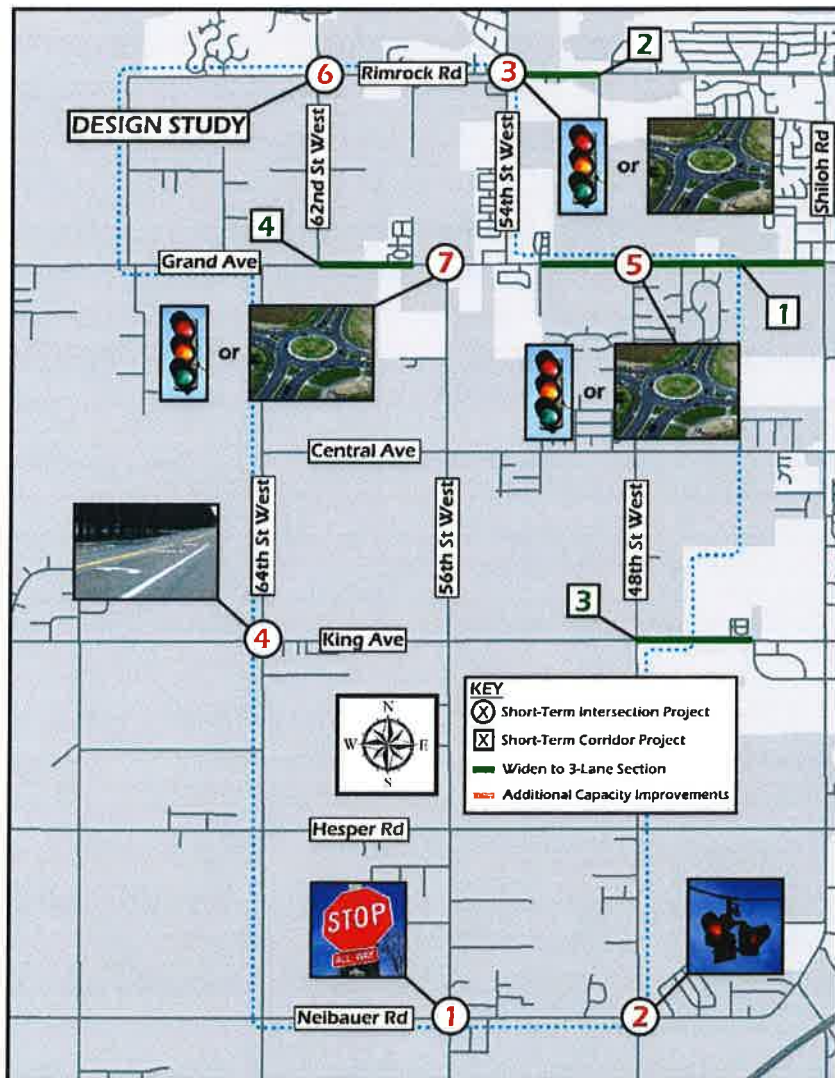
**Tables ES1-ES4** and **Figure ES5-ES6** on the following pages list and illustrate the short term and long-term priority project recommendations for street and intersection improvements. In addition to details about each recommended project, the tables provide estimated construction cost ranges. The estimated costs do not consider right-of-way, irrigation systems modifications or street lighting other than as associated directly with traffic signals or roundabouts.

**TABLE ES1. SHORT-TERM INTERSECTION PROJECT RECOMMENDATIONS**

Priority Ranking	Project Location	Project Type	Estimated Cost
1	Neibauer Rd. & 56th St. West	All-Way Stop Control/OH Flashing Beacons/Transverse Rumble Strips	\$120,000-\$200,000
2	Neibauer Rd. & 48th St. West	OH Flashing Beacons/Transverse Rumble Strips	\$120,000-\$200,000
3	Rimrock Rd. & 54th St. West	Traffic Signal or Roundabout	\$400,000-\$1,500,000
4	King Ave. West & 64th St. West	Auxiliary Turn Lanes	\$400,000-\$600,000
5	Grand Ave. & 48th St. West	Traffic Signal or Roundabout	\$400,000-\$1,500,000
6	Molt Rd./Rimrock Rd./62nd St. West	Design Study	\$20,000-\$30,000
7	Grand Ave. & 56th St. West	Traffic Signal or Roundabout	\$400,000-\$1,500,000

**TABLE ES2. SHORT-TERM CORRIDOR PROJECT RECOMMENDATIONS**

Priority Ranking	Project Location	Project Type	Estimated Cost
1	Grand Ave. - Shiloh Rd. to 52nd St. West	Widening/Reconstruction (3-lane section)	\$2,800,000-\$4,500,000
2	Rimrock Rd. - 50th St. West to 54th St. West	Widening/Reconstruction (3-lane section)	\$1,000,000-\$1,600,000
3	King Ave. West - MT Sapphire Dr. to 48th St. West	Widening/Reconstruction (3-lane section)	\$1,300,000-\$2,000,000
4	Grand Ave. - Wilderness Dr. to 62nd St. West	Widening/Reconstruction (3-lane section)	\$900,000-\$1,400,000



**FIGURE ES5. SHORT-TERM INTERSECTION & CORRIDOR PROJECT RECOMMENDATIONS**

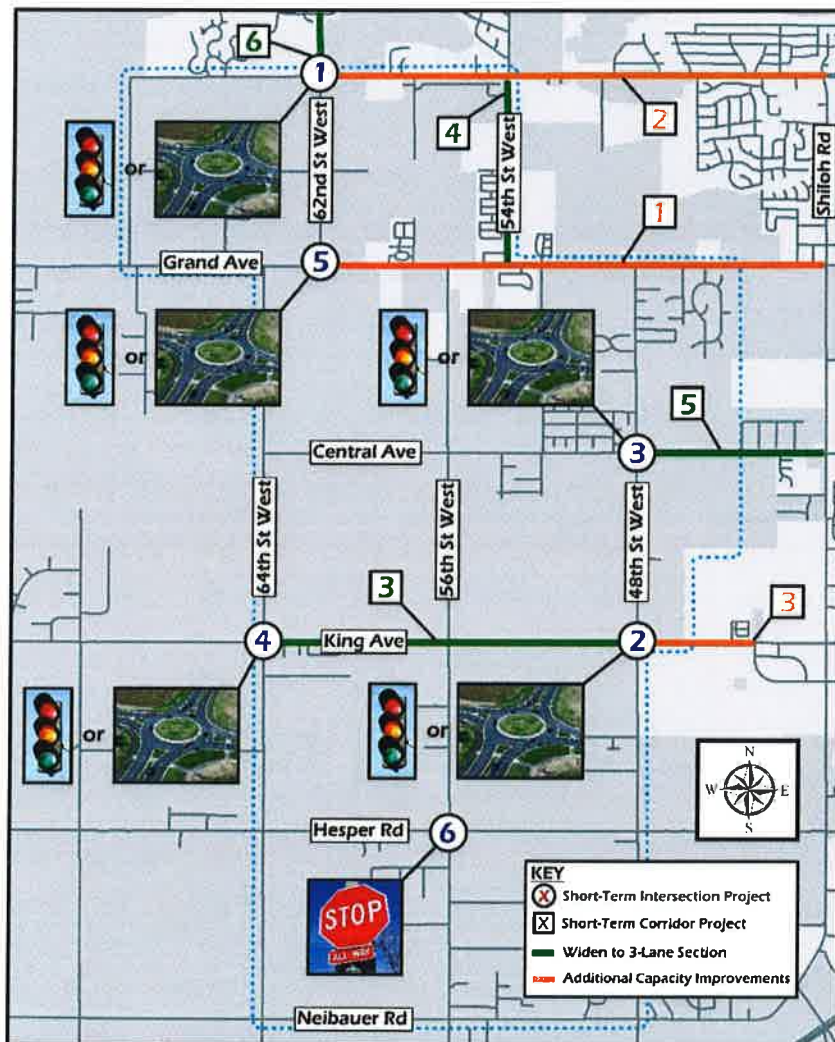


**TABLE ES3. LONG-TERM INTERSECTION PROJECT RECOMMENDATIONS**

Priority Ranking	Project Location	Project Type	Estimated Cost
1	Molt Rd./Rimrock Rd./62nd St. West	Traffic Signal or Roundabout	\$400,000-\$1,500,000
2	King Ave. West & 48th St. West	Traffic Signal or Roundabout	\$400,000-\$1,500,000
3	Central Ave. & 48th St. West	Traffic Signal or Roundabout	\$400,000-\$1,500,000
4	King Ave. West & 64th St. West	Traffic Signal or Roundabout	\$400,000-\$1,500,000
5	Grand Ave. & 62nd St. West	Traffic Signal or Roundabout	\$400,000-\$1,500,000
6	Hesper Rd. & 56th St. West	All-Way Stop	\$4,000-\$200,000

**TABLE ES4. LONG-TERM CORRIDOR PROJECT RECOMMENDATIONS**

Priority Ranking	Project Location	Project Type	Estimated Cost
1	Grand Ave. - Shiloh Rd. to 62nd St. West	Widening/Reconstruction (5-lane section)	\$7,500,000-\$11,000,000
2	Rimrock Rd. - Shiloh Rd. to 62nd St. West	Widening/Reconstruction (5-lane section/3-lane section)	\$6,900,000-\$10,300,000
3	King Ave. West - MT' Sapphire Dr. to 64th St. West	Widening/Reconstruction (5-lane section/3-lane section)	\$6,100,000-\$9,300,000
4	54th St. West - Grand Ave. to Rimrock Rd.	Widening/Reconstruction (3-lane section)	\$2,100,000-\$3,300,000
5	Central Ave. - Shiloh Rd. to 48th St. West	Widening/Reconstruction (3-lane section)	\$2,000,000-\$3,100,000
6	62nd St. West - Rimrock Rd. to Western Bluffs Dr.	Widening/Reconstruction (3-lane section)	\$700,000-\$1,100,000



**FIGURE ES6. LONG-TERM INTERSECTION & CORRIDOR PROJECT RECOMMENDATIONS**

The City and County should also strongly consider the implementation of access control as a tool for extending the life (in terms of capacity) for roadway corridors in this area. Closely spaced driveways with no restrictions on turning movements can greatly degrade the throughput capacity for an arterial. A well-conceived access control plan can improve arterial capacity and also provide safety benefits by reducing conflict points in high-mobility corridors.

### Active Transportation Systems

The Project Team recommends the implantation of short-term bicycle facility improvements in the following locations:

- 54th Street from Rimrock Road to Grand Avenue
- 48th Street from Central Avenue to Grand Avenue
- Grand Avenue from 58th Street to Shiloh Road
- Central Avenue from 56th Street to Shiloh Road

Specific improvements could include shoulder widening to provide rideable space (5-8 ft of pavement outside of the shoulder stripe), protected bike lanes (“cycletrack”), and sidewalks or sidepaths. The provision of parallel multi-use pathways designed to serve both pedestrians and bicycles should also be a focus to better accommodate the needs of multiple user groups.

Near-term improvements for pedestrian facilities should focus on improving sidewalk connectivity with neighborhoods and providing crosswalks and related signage to make drivers aware of crossing locations. The following locations should be considered in the short-term for crossing improvements:

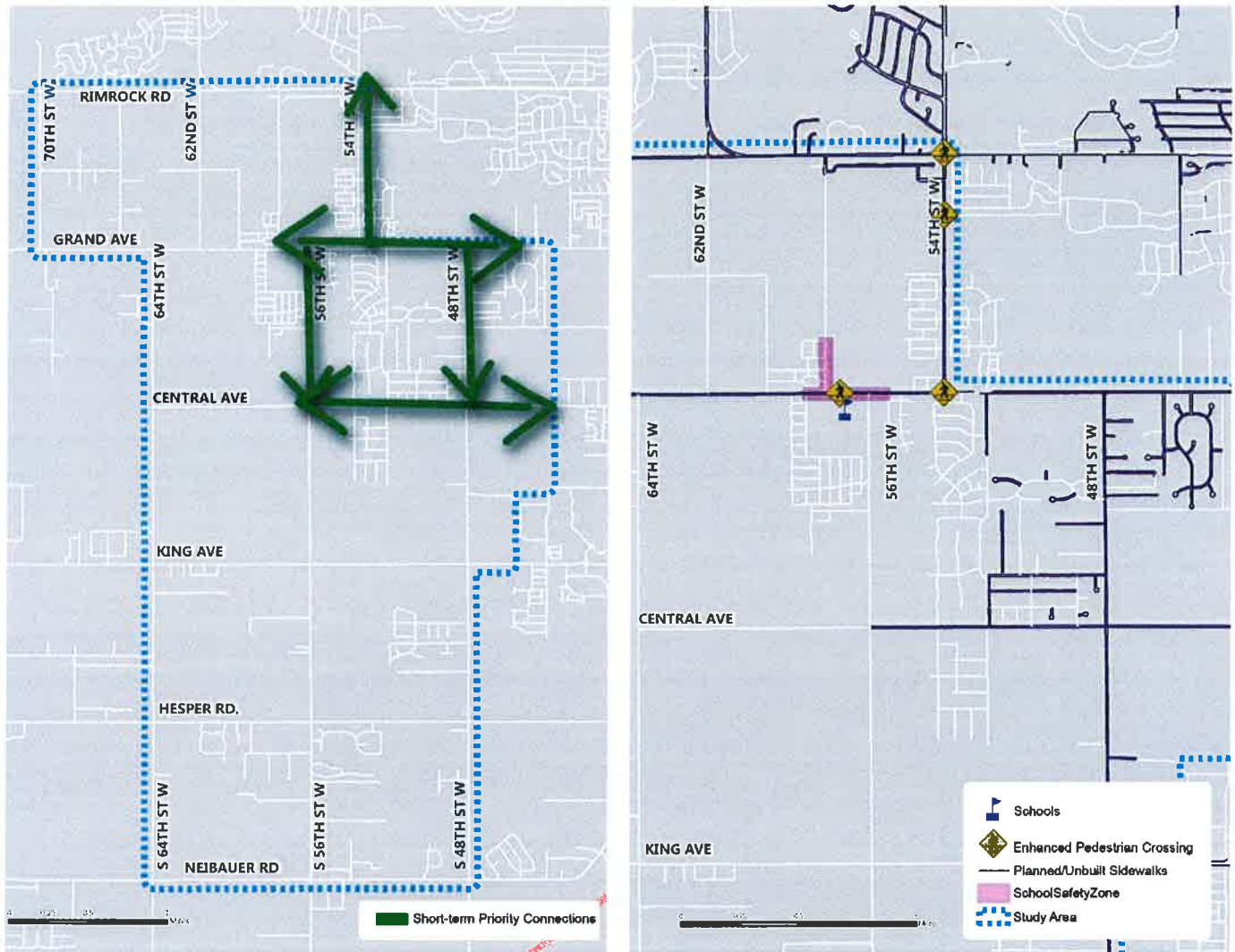
- Grand Ave/54th St: crosswalk enhancements, possibly a traffic signal, to improve pedestrian safety near school zone
- Grand Avenue midway between 56th Street West and 58th Street West: pedestrian actuated mid-block beacon, possibly a pedestrian hybrid beacon (“HAWK signal”) or rectangular rapid flashing beacon (RRFB)
- 54th Street West at terminus of multi-use path (north end of Cottonwood Park): pedestrian actuated mid-block beacon, possibly a pedestrian hybrid beacon (“HAWK signal”) or rectangular rapid flashing beacon (RRFB)
- Rimrock Road/54th St: crosswalk enhancements, possibly a traffic signal, to connect multi-use paths

The following corridors should be considered in the short-term for sidewalk or multi-use path improvements:

- Multi-use path on Grand Ave from 52nd Street West to west boundary of Trails West Subdivision
- Sidewalk on Grand Ave from west boundary of Foxtail Subdivision to HAWK signal
- Multi-use path from Grand Avenue to north boundary of Cottonwood Park along west side of 54th Street West
- Sidewalk along east side of 54th Street West from Grand Avenue to north boundary of Grand Peaks Subdivision

**Figure ES7** on the following page illustrates the recommended locations for short-term active transportation system improvements.

Longer-term, it is recommended that a “layered network” principle be implemented as a way as to provide comfortable and efficient bike and pedestrian connectivity via lower-stress streets instead of force-fitting all modes onto the arterial corridors. Since many of these future collector corridors are platted but not built, it is an ideal time to establish the roadway standards that incorporate bike lanes, sidewalks and modest speed limits. A key consideration regarding this concept is cooperation between the City of Billings and Yellowstone County in terms of developing and implanting development requirements that will require construction of well-planned and consistent facilities as property develops in the study area. In the event that some of the major arterials become more urbanized over time, with speed limit reductions and bike facilities they could also become useful low-stress bikeways.



**FIGURE ES7. SHORT-TERM IMPROVEMENTS FOR ON-STREET BICYCLE AND PEDESTRIAN FACILITIES**

Recommended long-term low-stress corridors include:

- 58th Street West - Rimrock Road to Grand Avenue
- 66th Street West - Rimrock Road to Grand Avenue
- 60th Street West
- 52nd Street West
- Monad Road
- Broadwater Avenue
- Colton Boulevard

Future pathway segments should be prioritized based on the proximity to high demand areas and the ability of the segment to provide connectivity through barriers and gaps in the street system. **Figure ES8** on the following page illustrates the locations for recommended long-term active transportation projects. For more detail on all of the project conclusions and recommendations, please see the report body.



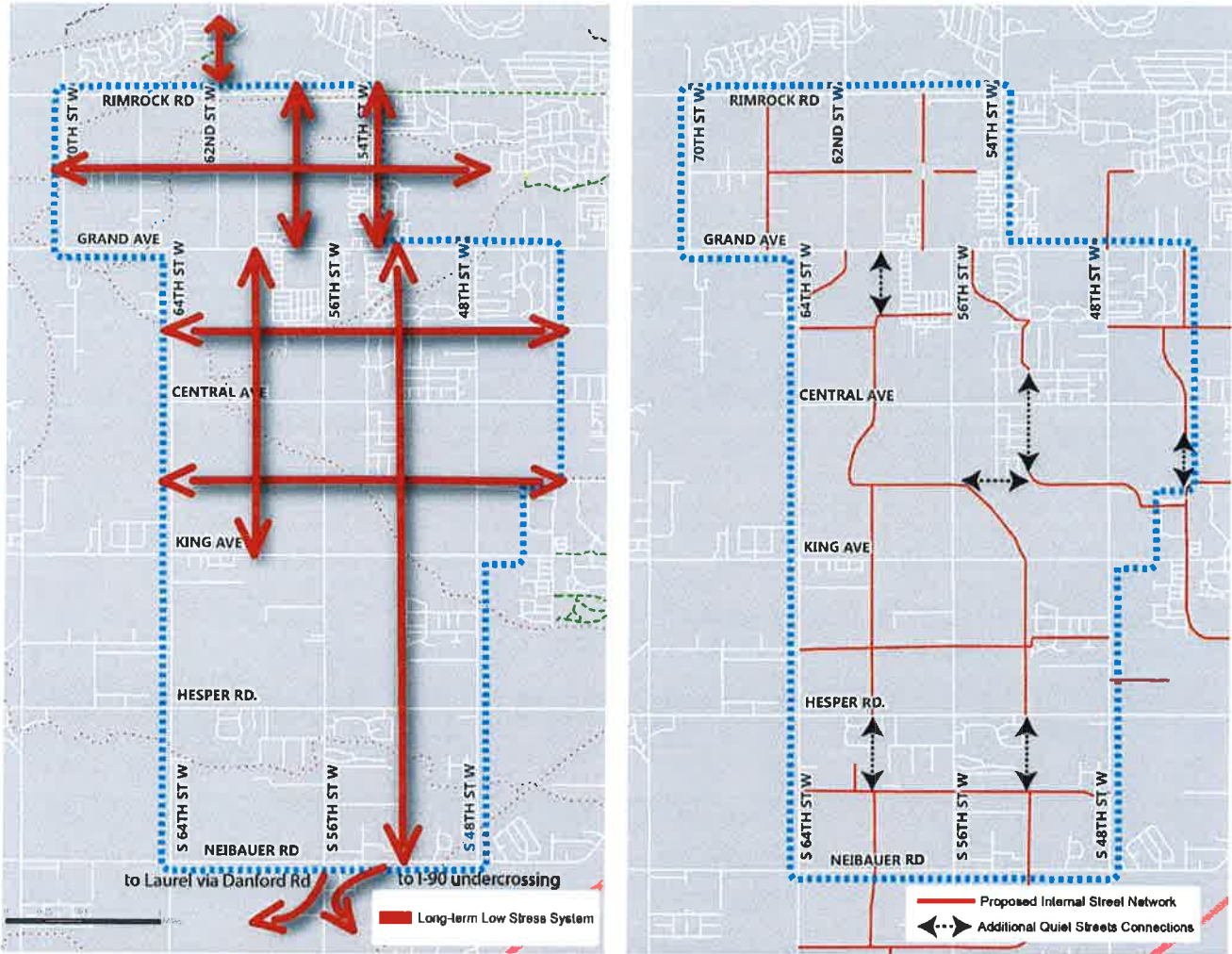


FIGURE ES8. LONG-TERM ACTIVE TRANSPORTATION STRATEGIES



# LIQUOR CONTROL DIVISION

## Frequently Asked Questions

### Brewery Licensees

#### *Types of Breweries*

*Domestic Nano Breweries* are very small brewery operations, located in Montana, producing less than 100 barrels.

*Domestic Small Breweries or “Microbreweries”* are breweries, located in Montana, that produce over 100 but less than 10,000 barrels.

*Domestic Breweries* are breweries, located in Montana, that produce over 10,000 barrels.

*Foreign Breweries* are breweries located outside the State of Montana.

*Production Levels, by barrels, will determine what you are permitted to do as a licensee:*

Less than 100	100 – 10,000	10,001 or more	60, 000
Provide samples without charge between 8 a.m. and 2 a.m. No limit.	Provide samples with or without charge between 10 a.m. and 8 p.m. No more than 48 oz.	Provide samples without charge between 8 a.m. and 2 a.m. No limit.	May not provide samples.
Sell for off-premises consumption between the hours of 8 a.m. and 2 a.m.	Sell for off-premises consumption between the hours of 8 a.m. and 2 a.m.	Sell for off-premises consumption between the hours of 8 a.m. and 2 a.m.	May not sell for off-premises consumption.
Sell and deliver beer to wholesalers, licensed retailers (using own trucks, equipment, employees), or the public.	Sell and deliver beer to wholesalers, licensed retailers (using own trucks, equipment, employees), or the public.	Sell and deliver beer to wholesalers, licensed retailers (using own trucks/equipment/ employees), or the public.	Must sell and deliver only to a licensed beer wholesaler.
May not use a common carrier for delivery to the public or retailers.	May not use a common carrier for delivery to the public or retailers.	May not use a common carrier for delivery to the public or retailers.	May not use a common carrier.

#### *Sample Room, Hours of Operation and Off-Premises Sales*

Q. *Where can a brewery provide samples?*

A. A brewery can provide product samples only in the sample room as shown on the floor plan which has been submitted and approved by the department.

Q. Are there restrictions on when a brewery may provide samples?

A. Yes and No. There is a restriction for a “small brewery” that may only provide samples with or without charge between 10 a.m. and 8 p.m. Patrons may consume their samples until 9 p.m.(16-3-213, MCA) All other domestic breweries must adhere to the statutory requirements of only providing alcohol between the hours of 8 a.m. and 2 a.m.

Q. Are there limits on how much beer can be sold or served in a sample room for on-premises consumption?

A. Yes. A “small brewery” is limited to no more than 48 ounces to each individual customer during a business day (16-3-213, MCA). All breweries must be aware of the laws and rules relating to service of alcohol to intoxicated persons.

Q. Can a brewery add a deck or patio to their sample room?

A. Yes, as long as the deck or patio is immediately adjacent to the brewery sample room and can only be accessed from the sample room. The deck or patio must be enclosed in such a manner as to restrict its access and view from the general public on the street or sidewalk.

Q. Can a brewery sell beer it produces for off-premises consumption in their sample room?

A. Yes. A brewery may sell beer in produces in the original packages to the public for off-premises consumption. This could include 6-packs, individual servings, growlers, kegs. (16-3-214, MCA)

Q. What is a growler?

A. A growler is any refillable, resealable container that a brewer fills on the brewery premises for off-premises consumption.

Q. What hours can a brewery sell for off-premises consumption?

A. A brewery must adhere to the statutory requirement that all establishments licensed to sell alcohol be closed between the hours of 2 a.m. and 8 a.m.

Q. Can a brewery utilize self-service open shelving or reach-in coolers for off-premises sales?

A. Yes, if they have a separate off-premises sales area that is contiguous with the sample room, but is physically separated with walls.



## *Donations, Special Events and Tastings*

Q. [What is the difference between a tasting and a sampling?](#)

A. A tasting is an event where products are sold or given away to the public by a licensed manufacturer or retailer. A sampling is an event where products are provided by the manufacturer of the products to a licensed wholesaler or retailer solely for the purpose of soliciting sales of the product.

Q. [Can a brewery hold a beer tasting at a licensed retail location or catered event?](#)

A. Yes. However, the brewery must sell the product to the retail licensee and only the retail licensee or the licensee's employees are authorized to sell and serve the alcoholic beverages on their premises. (ARM 42.12.128 & 42.12.313)

Q. [Can a brewer donate product to a public non-profit event?](#)

A. Yes. If the non-profit organization has a Special Permit issued by the Department of Revenue.

Q. [How can a special permittee obtain product from a brewery for a special event?](#)

A. The brewer can deliver directly to the event or they can pick up the product directly at the brewery by producing a copy of the Special Permit.

Q. [Can a brewer donate or give away product to the public?](#)

A. Yes.

Q. [Can a Beer Wholesaler donate a brewer's product to a non-profit event?](#)

A. Yes and No. The wholesaler may not sell the product to the special permittee for less than what the brewer charges the wholesaler and the wholesaler must SELL the product to the special permittee for some consideration. This could be for \$1. If agreed upon, the brewer can reimburse or credit the wholesaler for the product already in inventory.

## *Trade Events and Industry Samples*

Q. [What is the difference between a tasting and a sampling?](#)

A. A tasting is an event where products are sold or given away to the public by a licensed manufacturer or retailer. A sampling is an event where products are provided by the manufacturer of the products to a licensed wholesaler or retailer solely for the purpose of soliciting sales of the product.

Q. [Can a brewer host a trade event?](#)

A. Yes. Brewers are allowed to host trade events where they pour and serve beer

samples to licensed retailers and their employees only. These events must be held either at a licensed on-premises retail location or at a location not otherwise licensed that is catered by an on-premises retail licensee. The brewer is allowed to provide all products for this event from their inventory if the product falls into the category of a sample (not purchased by the retailer within the last 12 months, in limited quantities: 3 gallons of beer). However, all product samples must be removed from the retail premises at the conclusion of the event. If the brewer wishes to have samples of products available at the event that do not fall into the category of a sample (products that are regularly available at that retail establishment), they must purchase the product from the retailer at the ordinary retail price.

Q. [Can a brewer provide licensed retailers with beer samples for no consideration?](#)

A. Yes. Brewers may provide licensed retailers with beer samples for no consideration if the product has not been purchased by the retailer within the last 12 months, in limited quantities: 3 gallons of beer. These samples are intended for business purposes only between industry members and may not be sold. Business purposes include negotiating a sale, promoting the product and determining the quality and character of the product.

Q. [Can brewers pour and serve samples at a retail location for the purpose of promoting beverages?](#)

A. Yes and No. Brewers may pour and serve in de minimis quantities samples of beer to on-premises retail licensees and their employees for the purpose of promoting the beverages. Brewers may not pour and serve samples at an off-premises licensed premises.

## *Labeling*

Q. [Are brewers required to obtain label approval before selling beer?](#)

A. Yes unless it is not required under TTB. A brewery is required to provide labels for each brand to the department for approval prior to selling or distributing within the state. All label changes must be preapproved for both in-state and out-of-state brewers or importers. (ARM 42.13.203)

Q. [How can brewers provide labels to the department for approval?](#)

A. Brewers can request approval for labels by registering for Taxpayer Access Point (TAP). Once registered for TAP, brewers can manage their existing labels, request approval for new labels, file and pay taxes, as well as file and pay their annual renewal.

Q. [When are label approvals not required?](#)

A. When the products are not involved in interstate commerce or when a brewer or importer of malt beverages is not subject to the labeling provisions in the regulations of the Tobacco Tax and Trade Bureau (TTB), United States Department of Treasury as

set forth in 27 CFR, as revised on April 1, 2009.

## *Production Threshold and Taxes*

Q. [Is the 10,000 barrel limit calculated on a calendar or fiscal year?](#)

A. The 10,000 barrel limit is calculated on the state's fiscal year, July 1 through June 30.

Q. [Who tracks the production threshold for each brewery in the state?](#)

A. The Department of Revenue tracks production thresholds through information provided by the brewers, either through tax returns, renewal applications or written notification. Ultimately the brewer is responsible for notifying the department and its wholesalers in writing by the end of the month in which it exceeds a production threshold. (ARM 42.13.701)

Q. [What if a "small brewery" exceeds 10,000 barrels in nationwide production?](#)

A. If a "small brewery" exceeds 10,000 barrels in nationwide production, they are no longer allowed to charge for samples of beer in a sample room. (16-3-214, MCA)

Q. [If production either drops below 100 barrels or goes over 10,000 barrels, at what point would the brewery have to stop charging for samples?](#)

A. The brewer must stop charging for samples by the end of the month in which the production threshold changed.

Q. [Who pays the tax on products distributed in the State of Montana?](#)

A. Any licensed Montana beer wholesaler or licensed brewery who delivers products to licensed retailers or sells to the public is required to pay the tax on such products.

## *Delivery and Distribution*

Q. [Can a brewery sell to retailers?](#)

A. Yes. A brewery may sell and deliver beer produced by the brewery from its storage depot or brewery to licensed retailers if the brewery uses its own equipment, trucks and employees to deliver the beer and the beer does not exceed 8 barrels to each retailer a day and total amount per year delivered to retailers does not exceed 10,000 barrels. (16-3-214, MCA)

Q. [Can a brewery use a common carrier to deliver beer to the public or to licensed retailers?](#)

A. No. (16-3-214, MCA)

Q. Can a brewery use a licensed beer wholesaler to deliver beer to a licensed retailer?

A. Yes. The brewery and beer wholesaler must have a written agreement of which complies with 16-3-222, MCA on file with the department prior to shipment.

Q. Can a brewer conduct a dock sale at their licensed premises to a wholesaler or a retailer?

A. No. A brewer must sell and deliver to the wholesaler and retailer using their own equipment, trucks and employees.

Q. Could you please clarify the wording in 16-3-214, MCA in regard to selling to "(iii) the public"?

A. This means the brewer, under the sample room exception, can sell products they manufacture to the public for on-premises consumption at the brewery. The brewer can also sell and deliver to the public for the purchaser to consume at the purchaser's location, a place which is not under control of the brewer or the brewer is not in charge of the event. (ie. their home, wedding, etc.)

### *Brew-On Premises*

Q. Can a brewery operate a brew-on-premises business?

A. Yes. All beer produced at a brew-on-premises business located at a qualified brewery premises is taxable, must be labeled with all information required by 27 CFR part 25, including the government warning and is subject to record keeping and other requirements.

### *Miscellaneous Questions*

Q. Can a brewery sell its product label and recipe to another brewery and the purchasing brewery pay the selling brewery a royalty based on sales?

A. Yes. If the purchasing brewer actually produces the beer, bottles and retails the product under their brewery, counting towards the purchasing brewers 10,000 barrel limit.

Q. Can a brewery bring beer they manufacture to a "Brew Fest" off the licensed premises and serve and sell samples?

A. Yes. A brewery may sell and deliver beer to the public. (16-3-214, MCA)

Q. Can a brewery contract with another brewery to brew their products?

A. Yes, however, the contracting brewery may not serve those products manufactured at another facility in their sample room.

Q. In a contract brewing situation, can the contracted brewer offer those products in their sample room and distribute those products?

A. Yes.

Q. Can a brewer bottle or can another brewer's product for them?

A. Yes.

# THE RESTAURANT BEER & WINE LICENSE



What is it?  
How do I get one?  
What can I do with it?



Liquor Control Division

## WHAT IS A RESTAURANT BEER AND WINE (RBW) LICENSE?

An RBW license allows a restaurant to serve beer and wine to customers who order food. Gambling is not allowed in conjunction with an RBW license.

Restaurants with an RBW license can request a catering endorsement that allows the licensee to provide food, beer and wine at special events within 100 miles of the licensed premises.

The following definitions apply:

*Restaurant:* means a public eating place where:

- the staff prepares and serves individually priced meals that customers eat on the premises.
- at least 65% of the establishment's annual gross income is from the sale of food.
- the space includes a dining room and a kitchen.
- there is a sufficient number and variety of employees needed to prepare, cook and serve meals and to satisfy the department that the space is intended as a full-service restaurant.
- dinner is served four days a week for at least two hours, between 5 p.m. and 11 p.m.

*Fast-food restaurant:* means an establishment that serves a majority of its food and drink in throw-away containers and does not qualify as a restaurant for the purpose of this license.

## WHERE DO I START?

The Department of Revenue issues a limited number (quota) of RBW licenses which is determined by the population of the city or town in which the license operates. An RBW license is issued inside or within five miles of the limits of an incorporated city or town. To see RBW licenses that are available, contact the Department of Revenue toll free at (866) 859-2254 or in Helena at (406) 444-6900 or visit <http://revenue.mt.gov/home/liquor/resources#Useful%20Links> to view the quota sheet.

If a license is available, you can begin the application process. If a license is not available, you may be able to purchase an existing license. Check with a local real estate agent or the Montana Tavern Association.

You can file your application electronically at <https://revenue.mt.gov/apply-electronically>.





## **WHAT ARE THE ASSOCIATED COSTS?**

- One-time RBW license processing fee: \$400.
- Annual RBW license fee: \$400.
- Annual catering endorsement fee (if applicable): \$200.
- Fingerprint card fee for each individual with 10% or more interest in the business. Price subject to change.
- One-time seating fee for restaurants with seating for 60 people or less: \$5,000 (20% = \$1,000).
- One-time seating fee for restaurants with seating between 61 and 100 people: \$10,000 (20% = \$2,000).
- One-time seating fee for restaurants with seating for 101 people or more: \$20,000 (20% = \$4,000).

Applicants have to pay 20% of the seating fee at the time they submit an RBW application. The remaining balance is due before approval of the application. Seating fees apply only to newly-issued licenses. The other fees apply when buying an existing license and are in addition to the cost of buying the license from a third party.

## **HOW DO I APPLY?**

**When applying for an RBW license, you need to provide the following:**

- A completed alcoholic beverage/gambling operator combined license application.
- A completed liquor authorization to disclose tax information form.

- A floor plan that includes the business name, physical address, areas where you intend to serve or store alcoholic beverages, seating areas, service bar, external dimensions, entry ways and any patio area. Do not send in the original blueprints, only a copy of the floor plan.
- A certified survey affidavit from the local county or city surveyor identifying the exact location, the address and quota area (city or county), of the premises.



**Financial records showing the purchase of the license and/or building, including:**

- Copies of loan agreements, contracts, notes and all related security agreements. If you didn't take out a loan, please provide copies of your bank statements.

Note: You must file the non-institutional loan (NIL) form with the application if any lenders or other sources of financing are not state or federally regulated financial institutions, including gifting statements.

- Authorization for examination and release of information for each NIL.
- Personal criminal history statement form for each NIL.
- Two fingerprint cards and fees for each NIL.
- Copies of lease, rent, purchase options, financing agreements or other evidence showing possessory interest in the building.
- Financial statements, such as a balance sheet, income statement or tax return for the business.
- Franchise agreement.
- Purchase/transfer documents for the license, (a buy/sell agreement, contract for deed, warranty deed, bill of sale).
- Copy of business's bank signature card.

**Ownership information (if applicable), including:**

- Copy of partnership agreement documentation.
- Copy of Articles of Incorporation and amendments or addenda.
- Copy of Bylaws and amendments or addenda.
- Copy of Certificate of Fact (for LLCs and LLPs).
- LLC organizational information.
- Copy of stock certificates and corporate minutes.
- Stock ledger or register.

- Copy of Certificate of Existence (for instate corporations)
- Copy of authority to conduct business in Montana (for out-of-state corporations).
- Copy of documentation from the Secretary of State verifying that the assumed business name (ABN) has been approved.
- Copy of federal employer identification number (FEIN) verification from IRS.
- Completed personal history statement form for each individual with 10% or more interest in the business.
- Two fingerprint cards and fees for each individual with 10% or more interest in the business.



### **Management information, including:**

- Personal criminal history statement form for each location manager.
- Two fingerprint cards and fees for each location manager.

### **Miscellaneous information, including:**

- A copy of the restaurant's menu showing that the restaurant serves an evening meal.
- A document stating the restaurant's hours of operation.

### **WHAT ARE THE STEPS IN THE APPLICATION PROCESS?**

- The application process takes about 90 days and begins when the Department of Justice, Gambling Control Division (GCD), receives a complete application package and all supporting documents.
- The application is reviewed by the Department of Revenue, Liquor Control Division (LCD).



- GCD sends a letter to the applicant requesting any additional documents needed.
- After GCD receives all documents, LCD publishes a legal notice in a newspaper circulated in the city, town or county in which the license would be issued. The notice informs readers of the applicant's intent to acquire a license and where readers can send any objections to the license issuance.
- LCD notifies local agencies with jurisdiction over the area (e.g. law enforcement, fire department, health department, etc.) of any deficiencies in the application.
- After the objection deadline and the completion of the audit review, LCD and GCD conduct a final review of the application. If necessary, any additional documents will be requested.
- If one or more people filed an objection, LCD schedules a hearing with the applicant and the person(s) who filed the objection.
- The application process is paused until the hearing examiner makes a ruling on the application.
- Once the hearing examiner makes a ruling, LCD promptly issues a final decision.

## **WHAT ARE THE RULES FOR AN RBW LICENSE?**

- All licensees, their agents, and employees must conduct the licensed premises in compliance with all:
  - alcohol-related provisions of the laws of Montana and the United States.
  - county and city or town ordinances.

- o Indian alcohol beverage laws applicable within the areas of Indian country.
- o rules of the department.

**An RBW license can:**

- serve beer and wine on your patio, deck or lawn if:
  - o it was designated on the floor plan you submitted with your application.
  - o it is immediately accessible from the interior premises.
  - o building, health and fire approval is obtained.
  - o it has a perimeter barrier.

A perimeter barrier is a barricade that encloses the perimeter of a patio/deck. The barrier shall be constructed in a manner that impedes foot traffic and clearly defines the boundary of the exterior portion of the premises. The barrier shall be a solid structure that is at least three feet high. The barrier may have a single six-foot entrance permitting public access from an unlicensed area to the patio/deck. The barrier may be constructed of materials such as lattice or wrought iron that do not form a solid structure, have a portion of it be water and have additional entrances permitting public access to the patio/deck.

- serve or provide samples, with or without charge, of beer and wine to customers who are seated for table service.
- serve beer and wine from 11 a.m. to 11 p.m. You may stay open after 11 p.m. or open before 11 a.m. as long as you do not serve beer and wine during that time.





- allow customers to consume beer and wine in a “smoking hut” if the hut is part of the approved premises on file with the department. Check local laws regarding open containers.

**An RBW license cannot:**

- allow anyone (licensee, employee, customer) to consume any alcoholic beverage on the licensed premises between 11 p.m. and 11 a.m.
- allow customers to bring their own beer or wine onto the premises.
- cook with distilled spirits, since you can only receive, accept or store those alcoholic beverages for which your establishment is specifically licensed for.

**An RBW license must:**

- serve dinner four days a week for at least two hours, between 5 p.m. and 11 p.m.



- ensure that all employees serving alcoholic beverages are 18 years or older.
- include all beer and wine purchases on the food bill. Beer or wine may not be purchased separately.
- notify the department when there is a change in manager for the location.
- ensure that all employees who serve or sell alcoholic beverages and their immediate supervisors:
  - o obtain state-approved training within 60 days of hire.
  - o complete renewal training every three years.

You can find a list of approved training providers at [www.AlcoholServerTraining.mt.gov](http://www.AlcoholServerTraining.mt.gov).

### **Miscellaneous:**

- If you decide to remodel your establishment, you will need to send an alteration request form to the department along with a copy of the existing floor plan and a proposed floor plan showing the alterations. Once the department reviews and approves the request, you may begin the alteration without it affecting your license.
- An establishment—such as a dude ranch, resort, park hotel, tourist facility or similar seasonal business, who would like to operate its license on a seasonal basis, must send a written request that includes the type of business, justification for operating seasonally and the general dates of operation.

If approved, the license closure is effective from the date of the authorization letter through the end of the specified period. Once approved, the licensee must notify the department before changing general dates of operation.



## Department of Revenue

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