

CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

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

**REVISED 2/22/19
Attachment to Item 5 Revised
AGENDA**

COUNCIL CHAMBERS

February 25, 2019

5:30 P.M.

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Ewalt

ROLL CALL: ROLL CALL: Councilmembers present on roll call were: Cromley,
 Yakawich, Neese, Ewalt, Joy, Friedel, Gibbs, Ronning, Clark,
 Brown

MINUTES: February 11, 2019

COURTESIES:

PROCLAMATIONS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: 1 and 5 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 at the cart located at the back of the 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. **Solid Waste Division Wheel Loader for the Landfill.** (Opened 2/12/19) Recommend Tractor and Equipment Company; \$263,533.
 2. **Solid Waste Division Compactor for the Landfill.** (Opened 2/12/19) Recommend Tractor and Equipment Company; \$1,035,070.
 3. **Solid Waste Division Water Truck for the Landfill.** (Opened 2/12/19) Recommend I-State Truck Center; \$168,134.98.
 - B. **Memorandum of Understanding (MOU)** between the City of Billings and Billings Bench Water Association (BBWA) for rockfall mitigation; \$95,000.
 - C. **Memorandums of Understanding (MOUs)** with the Downtown Billings Partnership (DBP), and the South Billings Urban Renewal Association (SBURA).
 - D. **Acknowledge receipt of petition to vacate** portions of right of way within Lake Hills Subdivision, 25th Filing, Susan B. Lovely, Inc., Laurie Taylor, Inc., Julia Lawrence, Ken E. Roll and Jesse Arstein, petitioners; and setting a public hearing date of March 25, 2019.
 - E. **Donation** to the City of Billings Planning and Community Services Department from an anonymous donor for the Yellowstone Historic Preservation Board to continue historic preservation activities; \$2,000.
 - F. **Annual Federal Aviation Administration** Airport Improvement Program (AIP) Grants for 2019.
 - G. **Preliminary Major Plat** of Founders Park Subdivision, generally located south of Wicks Lane, approximately 340 feet, and on the east side of Hawthorne Lane; Habitat for Humanity, owner; Sanderson Stewart, agent; conditional approval and adoption of the findings of fact.
 - H. **Bills:**
 1. January 28, 2019

2. February 4, 2019

REGULAR AGENDA:

2. **PUBLIC HEARING AND RESOLUTION** assessing the cost of cutting and/or exterminating weeds. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

3. **PUBLIC HEARING AND VARIANCE TO SITE DEVELOPMENT ORDINANCE:** A variance from BMCC, Section 6-1203(r), Limited Access through the Alley, allowing customer access via the alley for 4 32nd Street West. Leo C. Schwehr Bypass Trust, owner. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

4. **PUBLIC HEARING AND SPECIAL REVIEW 973:** a special review to allow the expansion of an existing church parking lot, on Lot 1C, Block 6 of Parkland West Subdivision, 1st Filing, a 3.15 acre parcel of land, generally located at 3548 Rachelle Circle. The Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints, owner. Zoning Commission recommends conditional approval and adoption of the findings of the 3 criteria. (Action: approval or disapproval of Zoning Commission recommendation).

5. **APPROVAL** of contract revision of One Big Sky District Development Plan Agreement between Big Sky Economic Development (BSED) and Landmark Development Services Company, LLC. Staff recommends approval. (Action: approval or disapproval of staff recommendation).

PUBLIC COMMENT on “NON-AGENDA ITEMS”. **Speaker Sign-in required.** *(Restricted to ONLY items not on this printed agenda. Comments are limited to 3 minutes. Please sign the roster at the cart located at the back of the 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: 02/25/2019

TITLE: Bid Award - Wheel Loader for the Solid Waste Division, City of Billings Landfill

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

Staff received and opened bids on February 12, 2019 to purchase a new front end loader for the Solid Waste Division of the Public Works Department. Staff advertised for sealed bids on February 1 and February 8, 2019. This purchase is included in the FY 2019 Equipment Replacement Plan (ERP) and the FY 2019 budget for the Solid Waste Division. The City received 3 bids and Tractor and Equipment Company is the low bidder.

ALTERNATIVES ANALYZED

City Council may:

- Approve purchasing the new Wheel Loader from Tractor and equipment Company or;
- Disapprove the purchase and reject all bids.

FINANCIAL IMPACT

Three bids were received as shown below:

Vendor	Bid Amount	5-Year Warranty	Base Bid Plus 5-Year Maintenance
Tri-State Truck	No Bid	N/A	N/A
RDO Equipment	Did not meet Specs	N/A	N/A
Tractor and Equipment Company	\$263,533.00	Included in price	\$263,533.00

Note, there is not a trade in for this unit.

RECOMMENDATION

Staff recommends that the City Council award the contract for a new Wheel Loader to Tractor and Equipment in the amount of \$263,533.00. This includes the Wheel Loader, a five-year warranty and maintenance plan.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 02/25/2019

TITLE: Bid Award - One New Compactor for the Solid Waste Division, City of Billings Landfill

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

Staff received and opened bids on February 12, 2019 to purchase a new Compactor for the Solid Waste Division of the Public Works Department. Staff advertised for sealed bids on February 1 and February 8. This purchase is included in the FY 2019 Equipment Replacement Plan (ERP) and the FY 2019 budget for the Solid Waste Division. The City received 1 bid and Tractor and Equipment Company is the only bidder.

ALTERNATIVES ANALYZED

City Council may:

- Approve purchasing the new Compactor from Tractor and Equipment Company or;
- Disapprove the purchase and reject all bids.

FINANCIAL IMPACT

Tractor and Equipment was the Sole Bidder. The base bid for the Compactor was \$1,078,183.00 minus \$74,000.00 for trade of unit #0242 and \$30,887.00 for a 3 year warranty, the total is \$1,035,070.00 .

RECOMMENDATION

Staff recommends that the City Council award the contract for a new Compactor to Tractor and Equipment in the amount of \$1,035,070.00. This includes the Compactor, a three-year warranty and maintenance plan.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 02/25/2019

TITLE: Bid Award - One New Landfill Water Truck for the Solid Waste Division, City of Billings Landfill

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

Staff received and opened bids on February 12, 2019 to purchase a new Landfill Water Truck for the Solid Waste Division of the Public Works Department. Staff advertised for sealed bids on February 1, and February 8, 2018. This purchase is included in the FY 2019 Equipment Replacement Plan (ERP) and the FY 2019 budget for the Solid Waste Division. The City received 2 bids and I State Truck Center is the low bidder.

ALTERNATIVES ANALYZED

City Council may:

- Approve purchasing the new Landfill Water Truck from I State Truck Center or;
- Disapprove the purchase and reject all bids.

FINANCIAL IMPACT

2 bids were received as shown below:

Vendor	Bid Amount	5-Year Warranty	Options	Total Bid
I State Truck Center	\$161,353.00	\$3,178.00	\$3,603.98	\$168,134.98
Tri-State Truck and Equipment	\$185,044.00	\$3,102.00	\$3,603.98	\$191,749.98

Note, there is not a trade in for this unit.

Options are: Controls for Tank Equipment functions and Low Point drains for cold weather.

RECOMMENDATION

Staff recommends that the City Council award the contract for a new Landfill Water Truck to I State Truck Center in the amount of \$168,134.98. This includes the Landfill Water Truck, options and a five-year warranty.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 02/25/2019

TITLE: BBWA MOU for Rock Remediation

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

The Public Works Department and representatives from the Billings Bench Water Association (BBWA) identified boulders located on City park land that can potentially damage and cause flooding to a section to the BBWA canal. The Public Works Department has entered into a Memorandum of Understanding with the BBWA to pay for a portion of the rock mitigation. BBWA has contracted with Geo Stabilization for this work.

ALTERNATIVES ANALYZED

City Council may:

- Approve the Memorandum of Understanding between the City of Billings and BBWA, or;
- Disapprove the Memorandum of Understanding between the City of Billings and with BBWA.

FINANCIAL IMPACT

The City of Billings has agreed to pay up to \$95,000 to BBWA for the rock mitigation. The General Fund and Public Works Department will each contribute \$47,500.

RECOMMENDATION

Staff recommends approving the Memorandum of Understanding with the Billings Bench Water Association.

APPROVED BY CITY ADMINISTRATOR

Attachments

Geo Stabilization
BBWA MOU

January 7th, 2019

Mr. Gary Davis
President
Billings Bench Water Association
1111 Main Street, # 114
Billings, Montana 59105

Revised Proposal for Rockfall Mitigation at the Irrigation Canal Tunnel Portal in North Billings, Montana

Mr. Davis:

GeoStabilization International® (GSI®) is pleased to offer this revised proposal to perform rockfall mitigation services for the unstable rock formation above the irrigation canal tunnel portal in North Billings, Montana. We performed a drone survey to obtain more precise information on the unstable rock formation and ability to remove the mass in lieu of in place anchoring.

Discussions with the BBWA and City of Billings indicate that removal of the unstable rocks is preferred even if damage to the canal and inlet occurs during the process. The results of our drone survey and analyses indicate that the unstable rocks may be removed **without** blasting. GSI concurs that removal of the rock is the best option considering BBWA will budget for repair of the canal, if required.

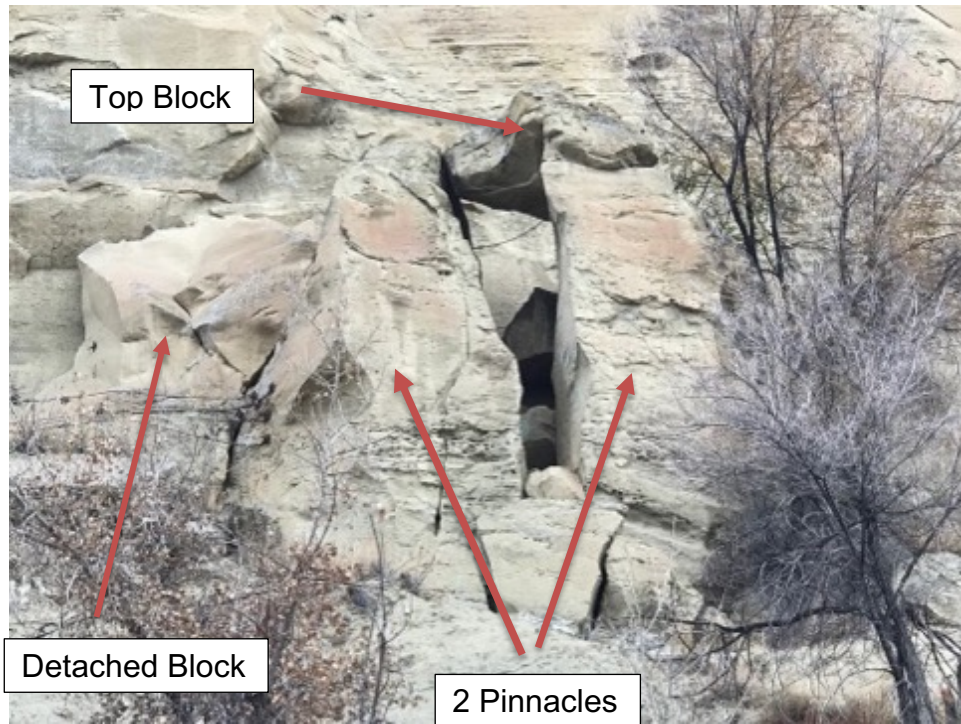
Project Description

Two pinnacles have rotated out from the massive sandstone bluff and support a smaller block at the top and associated detached blocks behind and to the west of the pinnacles. The block rotation is confirmed by tension observed on cable lashing and a bent plate on the rock bolts that were previously installed. These unstable blocks are directly above the canal tunnel portal and would likely impact the structure if they fail.

Site access is possible from both above and below the formation; the top access off of the Chief Black Otter Trail and the bottom access from the BBWA Canal access road and parking area at the tunnel portal. The blocks will be dislodged using a combination of hand tooling and high pressure air bags.

We understand that water flows in the canal from April 15th until October. The work scope may be completed before the April 15th commencement of water flow. The total project duration is anticipated to take 2 weeks.

Photo looking up at two pinnacles and associated detached blocks.



Drone photo from above.



Drone photo looking east.



Photo looking west showing tensioned cable and bent plate.





Schedule and Estimate

The rockfall mitigation, as described, is expected to approximately 1 working week for a fee of \$97,500. The proposed scope of work assumes working 10 hours per day, 6 days per week as daylight permits.

Exclusions and Clarifications

- Assumes BBWA will secure access to the top and bottom of the bench with appropriate stake holders.
- Assumes BBWA will secure any necessary permits. GSI will provide stamped drawings for this effort, if required.
- Excludes repair of existing improvements including but not limited to the canal portal and liner.
- Excludes removal of scaled debris.

This proposal is contingent that the site conditions do not significantly change prior to our mobilization. GeoStabilization International is confident that we can successfully complete the rockfall mitigation in a safe, efficient manner, and will mitigate future rockfall hazard to the canal tunnel portal.

We would be happy to further elaborate on our work scope at an in person meeting with the BBWA board and membership, if requested.

Sincerely,
GeoStabilization International

Bryan Wavra, P.E.
Senior Engineer, NW Region
Bend, Oregon
bryan@gsi.us
503-999-4187

Acceptance: _____

Between

Billings Bench Water Association (BBWA)
PO Box 50150
Billings, MT 59105

And

City of Billings (CITY)
2224 Montana Avenue
Billings, Montana 59101

Purpose of Agreement

CITY agrees to pay \$95,000 to the BBWA for the mutually beneficial mitigation of rock(s) located on CITY park land near and around BBWA's ditch. BBWA will contract with GeoStabilization International to perform this mitigation work. Any and all rock(s) to be mitigated by GeoStabilization will be agreed upon by CITY and BBWA.

Legal (Indemnity)

BBWA will require the contract between BBWA and GeoStabilization for the rock removal to name the CITY as an additional insured under GeoStabilization's commercial general liability insurance policy.


Term of Agreement

The expiration of this MOU will be December 31, 2019 with the option to renew this agreement.

Effective Date and Signatures

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this 14 day of FEBRUARY, 2019.

Billings Bench Water Association:

By: 
Billings Bench Water Association,
GARY M. DAVIS - President BBWA

CITY: City Of Billings, a Montana Municipal Corporation

By: _____
WILLIAM A. COLE, Mayor

ATTEST:

By: _____
DENISE BOHLMAN, City Clerk

Regular City Council Meeting

Meeting Date: 02/25/2019

TITLE: City and Urban Renewal District Memorandums of Understanding

PRESENTED BY: Wyeth Friday

Department: Planning & Community Services

Presentation: No

PROBLEM/ISSUE STATEMENT

The City Council is being asked to take action on two Memorandums of Understanding with the Urban Renewal District Advisory Boards for two of the three Urban Renewal Districts in Billings. Staff had intended to bring the MOUs for all three Districts to this meeting, However, the BIRD Board informed staff that the Board voted on February 12 not to accept the MOU as drafted and is intending to provide proposed changes to staff and the Council. Staff removed the BIRD MOU from this agenda to ensure time for staff and the Council to review the changes the BIRD may propose before taking action on that MOU. The organizations included in these MOUs are the Downtown Billings Partnership (DBP) and the South Billings Urban Renewal Association (SBURA). The City has MOUs that are expiring with the BIRD and SBURA in February 2019 and has developed a new MOU with the DBP as the previous MOU has been essentially expired for years. The City Council reviewed and proposed edits to the MOUs at its Work Session on February 4. Edits specific to only one MOU are provided in that MOU attached, but changes made across all of them are outlined here:

- Include language in all MOUs that clarifies the need for compliance with the City's TIF Policy.
- Provide specific reference regarding the type of insurance to be carried by the Advisory Boards to be Errors and Omissions Insurance.
- Strike a portion of the Land Use Decision Authority sections to clarify the Advisory Boards will specifically be informed and have the opportunity to provide input on amendments to land use regulations (i.e. Subdivision regulations, zoning regulations, etc.). However, while the City will continue its communication on zone changes or other land use applications, it will not expect formal recommendations from the Advisory Boards on these regular processes.
- Under the Conflict of Interest sections in each MOU, add that conflict of interest requirements apply to both Advisory Board members and any employees of the Board.
- One City Council Member brought up the concept of having a City Council Member or City staff member serve on each of the Advisory Boards, similar to the Downtown Billing Partnership configuration. Staff has not made any proposed edits in the MOUs in relation to this item as the Council as a whole did not appear to want to make this adjustment. Of course, the Council could make this change or others before it takes action on the MOUs at this meeting.

All three of the District support staff were provided with the updated MOU documents following the City Council Work Session on February 4th. The SBURA voted to approve the MOU at its monthly meeting on February 5th with the changes from the Council Work Session. There had been no further comments from the DBP regarding the draft when this memo was finalized.

ALTERNATIVES ANALYZED

City Council may:

- Approve of the MOUs as drafted, or;
- Approve of the MOUs after making further edits or changes, or;
- Disapprove of the MOUs. If the Council does not approve the MOUs, the City and the Urban Renewal District Advisory Boards will be operating without any formal agreements in managing activities in the Districts.

FINANCIAL IMPACT

There is no direct financial impact from approval of these MOUs for the City. However, management, administration and financial oversight is critical to the success of revitalization efforts in these Districts and coordinated work by the City and the Advisor Boards will lead to sustainable, responsible, and highly impactful financial investments in these areas.

RECOMMENDATION

Staff recommends the City Council approve the two MOUs with the Downtown Billings Partnership (DBP) and the South Billings Urban Renewal Association (SBURA). The action should be taken in two separate motions - one for each MOU.

APPROVED BY CITY ADMINISTRATOR

Save Text Box

Attachments

DBP MOU
SBURA MOU

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF BILLINGS
AND
THE DOWNTOWN BILLINGS PARTNERSHIP, INC.,
AN I.R.C. 501 (c)(4) MONTANA NON-PROFIT CORPORATION, (DBP)
FOR PROGRAM COORDINATION AND TAX INCREMENT FINANCING
RECOMMENDATIONS AS PER MCA 7-15-4233 IN THE EXPANDED
NORTH 27TH STREET URBAN RENEWAL DISTRICT**

This Memorandum of Understanding (“MOU”) is made and entered into on _____, 2019 (the “Effective Date”) by and between the City of Billings (“City”), and the Downtown Billings Partnership, Inc. (“DBP”), a 501 c(4) tax exempt corporation that is managed with the purpose of assisting the City in revitalization of the Expanded North 27th Street Urban Renewal District (27th Street URD) for projects, regulations, planning, and to render opinions and give recommendations to the City Council as outlined in MCA 7-15-4233 on all financial assistance provided by Tax Increment Financing (TIF) in the North 27th Street URD. For purposes of this MOU, the City, and the DBP are each a “Party” and are sometimes collectively referred to as the “Parties.”

I. TERM & TERMINATION OF THIS MOU

This MOU shall be in effect for five (5) years from the Effective Date, and the parties agree to conduct an annual progress-review meeting to consider any necessary changes to the implementation strategies and roles and responsibilities as set forth in this Agreement. Any Party may terminate this MOU by giving the other party not less than 90-days’ notice prior to a fiscal year end of June 30. Days are defined in this Agreement to be business days.

II. BACKGROUND AND PURPOSE OF THIS MOU

- A. The North 27th Street URD was created by the City of Billings in 2008 by Ordinance No. 08-5483 and is defined in the attached Exhibit A map. The 2008 modification of the downtown URD followed multiple amendments by the City to the boundary of the original URD first created by the City in 1976.
- B. The DBP works in cooperation with the Downtown Billings Alliance (DBA). This MOU is between the City and the DBP, and is focused on the work and operations of the DPB as they relate to the 27th Street URD and application of TIF funds in the District.
- C. The City of Billings has adopted a Tax Increment Finance Policy (Resolution #18-10750). The DBP will maintain compliance with the Policy in operating under this MOU and the City will use the Policy in its decisions related to TIF programs and projects.
- D. This MOU is a cooperative effort between the City of Billings and the DBP, with the mutual objective of enhancing economic development opportunities in the North 27th Street URD by promoting efforts that include, but are not limited to, commercial, residential and mixed-use development, public infrastructure improvement, and implementing the Goals for Downtown Billings as embodied in the 2018 Downtown

Billings Strategic Plan, 2008 Urban Renewal Plan, as well as other City-adopted ordinances, plans and programs affecting Downtown Billings.

III. RELATIONSHIP OF THE PARTIES

- A. For the life of this MOU, the DBP will maintain itself as a non-profit advisory board to make recommendations to the City Council regarding all TIF expenditures.
- B. The DBP working in cooperation with the DBA may hire, contract for, or coordinate with the City, for support for the implementation of this MOU. Support includes, but is not limited to, program coordination, application review and processing, tax increment financing recommendations, administration and implementation of the 2018 Downtown Billings Strategic Plan and 2008 Urban Renewal Plan. TIF funding used for support positions must be approved by the City Council through its annual budgeting process as part of its review and approval of the DBP annual budget. If the DBP does seek contract services, supplies, or expenditures for other capital costs that utilize TIF funds, the DBP must follow City purchasing and procurement policies in effect at the time.
- C. The DBP Board By-Laws in Article II, Section 1 (D) specify the Board be made up of Downtown Billings stakeholders that represent many organizations. As per the City TIF Policy Section 3 (a), this MOU refers to the DBP By-Laws in outlining the members of the Board. The Board includes a representative from the City of Billings that is a voting member of the Board. The Board must carry Errors and Omissions Insurance for its members and provide proof of insurance to the City. The Board will ensure a current copy of its By-Laws is provided to the City.
- D. This MOU is not intended to create or constitute any joint venture, partnership, joint powers agency, or other formal organization of any kind.
- E. No Party is authorized herein to act as the agent of the other.
- F. Sections IV through XI of this MOU outline roles and responsibilities of the City and DBP related to the North 27th Street URD. The Parties shall collaborate to carry out these identified activities.

IV. TAX INCREMENT FINANCING AUTHORITY AND ADMINISTRATION

- A. The City Council shall have the ultimate decision making authority regarding any expenditure of TIFD Funds related to the 27th Street URD and the DBP.
- B. The DBP and the City will develop and maintain an application form and assistance guidelines for parties seeking the use of TIF Funds.
- C. The DBP will accept and review applications for TIF Funds related to the North 27th Street URD and will provide a copy of the application to the City staff for review. The DBP Board shall review the application and make a recommendation to the City Council regarding funding of the application. Recommendations for expenditures shall be presented to the City Council by the DBP in coordination with City staff. Development Agreements for the applications for TIF funds will also be reviewed by the DBP Board and City staff before presentation to City Council for approval.

- D. The DBP staff will work with the City Administrator and City Finance Director to maintain and administer the City of Billings Downtown Revolving Loan Program as per Section 13-1100 of the Billings City Code.

V. DBP TRAINING AND CONFLICT OF INTEREST

- A. Training – The DBP Board will participate with all City URD advisory boards in biannual training conducted in coordination with City staff and URD support staff. The training must include, but is not limited to review of URD and TIF laws, Administrative Rules, ethics, conflicts of interest, meeting management, and maintenance of minutes and records.
- B. Conflict of Interest – The DBP By-Laws in Article II, Section 14 specifically addresses conflicts of interest situations for board members and any employees of the DBP. In addition to the conflict of interest provisions in the DBP By-Laws, if the City finds an appearance of conflict of interest during review of a program or project seeking TIF funding, the matter will be reviewed by the City Attorney’s Office.

VI. LAND USE DECISION AUTHORITY

- A. The City staff shall provide to the DBP any proposed land use regulation changes related to property within the 27th Street URD for review by the DBP. The DBP shall submit its recommendation to the City Council.
- B. Subject to existing land use law, the City may develop and administer land use and design regulations with consideration to the 2018 Downtown Billings Strategic Plan and other plans and ordinances adopted by the City. As referenced in Section II D. of this MOU, the City and the DBP share the mutual objective of enhancing economic development opportunities in the North 27th Street URD. These efforts include, but are not limited to, commercial, residential and mixed-use development, public infrastructure improvement, and implementing the Goals for Downtown Billings as embodied in the 2018 Downtown Billings Strategic Plan, as well as other City-adopted ordinances, plans and programs affecting Downtown Billings.

VII. MAINTENANCE, PRIORITIZATION, AND IMPLEMENTATION OF THE 2018 DOWNTOWN BILLINGS STRATEGIC PLAN

- A. DBP will work to maintain, prioritize, and implement the 2018 Downtown Billings Strategic Plan and the DBP Board’s annual goals as its staffing capacity will allow and in consultation with the City.
- B. DBP will work with the City in developing annual goals and an associated proposed budget for the North 27th Street URD for consideration and adoption by the City Council.
- C. DBP will actively work to recruit private investment in the 27th Street URD in partnership with the City.

VIII. IDENTIFY FUNDING SOURCES AND FACILITATE PUBLIC INFRASTRUCUTRE IMPROVEMENTS

- A. The City will identify and make application for appropriate funding sources in order to facilitate necessary infrastructure improvements as identified in the City’s Current Capital Improvement Plan and other infrastructure master plans for projects within the 27th Street URD boundary. The DBP will assist the City with funding applications, as appropriate.
- B. The DBP also will work with City staff and property owners to consider public infrastructure projects in the 27th Street URD and bring recommendations to City Council through processes, including the City’s Capital Improvement Plan.

IX. OTHER SERVICES

- A. DBP may, at its sole option, contract professional services with an outside party or the City to provide security and maintenance services within the North 27th Street URD funded through property owner participation in a business improvement district or sub-district.
- B. DBP will work in consultation with the Downtown Billings Alliance, Billings Chamber of Commerce, Big Sky Economic Development and the City to develop and maintain a marketing/branding program for the North 27th Street URD, as staff and funding allows.

X. PUBLIC RELATIONS

Any news release, public announcement, advertisement or publicity proposed to be released by DBP or the City regarding the work outlined in this MOU shall be subject to the approval of the other Parties prior to release. The Parties agree that such approval shall not be unreasonably withheld.

XI. NOTICE

The Parties have identified the following individuals as point persons for all communication and coordination. Any notice required hereunder shall be provided in writing.

City:	Wyeth Friday Director, Planning and Community Services Department 2825 3 rd Avenue North, 4 th Floor Billings, MT 59101 fridayw@ci.billings.mt.us (406) 657-8249
DBP:	Katy Easton Chief Executive Officer DBA

XII. AUTHORITY AND EXECUTION

Each Party represents that it has the authority to enter into this MOU and to perform the functions stated herein, and that the persons executing this MOU on their respective behalf are authorized by law, resolution or other requisite action of the Party's governing body.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the dates indicated below.

THE CITY OF BILLINGS:

By: _____

William A. Cole, MAYOR

ATTEST:

By: _____

Denise R. Bohlman, CITY CLERK

APPROVED AS TO FORM:

By: _____

Brent Brooks, CITY ATTORNEY

DOWNTOWN BILLINGS PARTNERSHIP, INCORPORATED

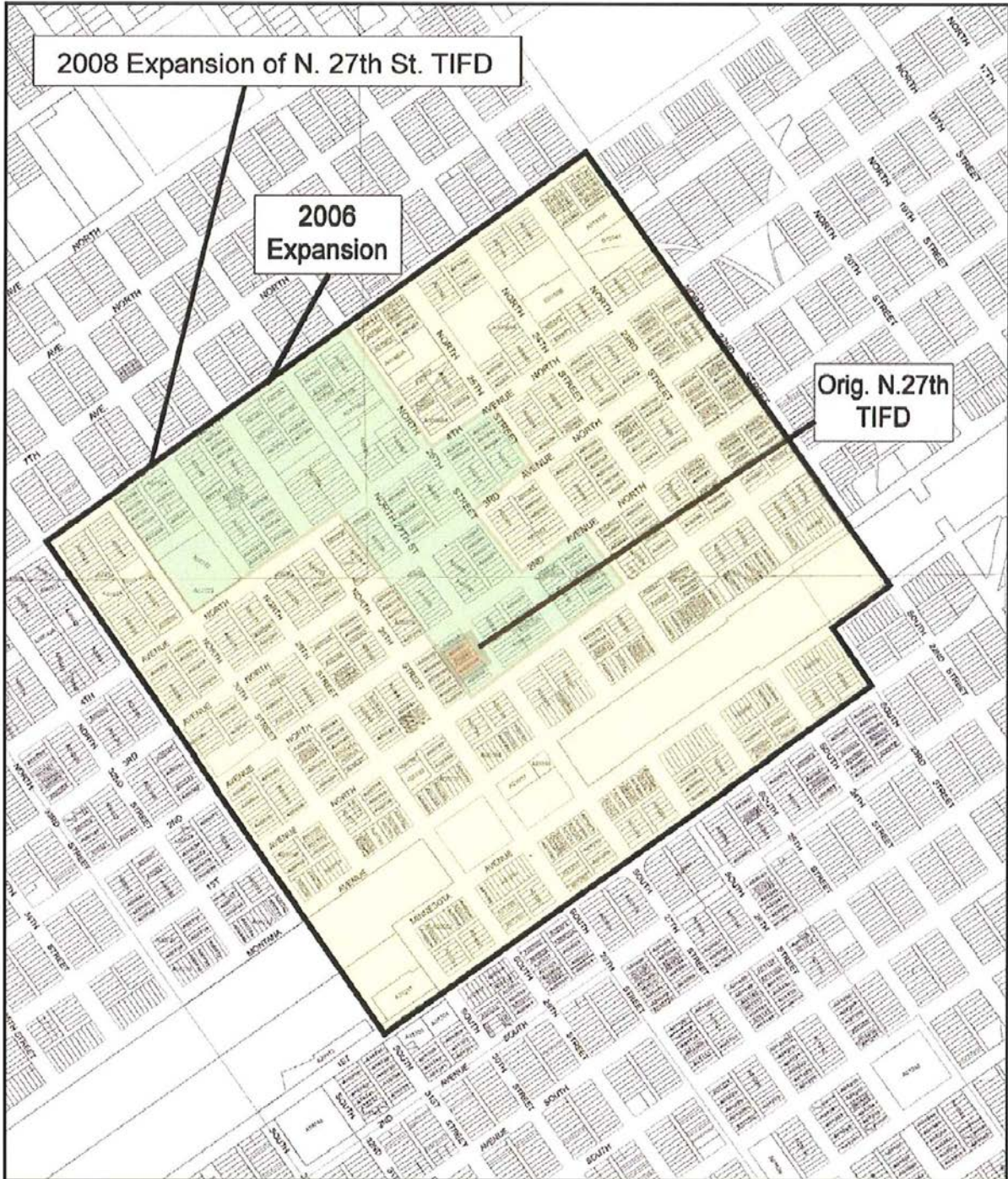
Dated: _____

By: _____

DBP Board President

Exhibit A

Map of entire Expanded N. 27th District



**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF BILLINGS
AND
THE SOUTH BILLINGS URBAN RENEWAL ASSOCIATION, INC.,
AN I.R.C. 501 (c)(6) MONTANA NON-PROFIT CORPORATION,
FOR PROGRAM COORDINATION AND TAX INCREMENT FINANCING
RECOMMENDATIONS AS PER MCA 7-15-4233 IN THE SOUTH
BILLINGS BOULEVARD URBAN RENEWAL DISTRICT**

This Memorandum of Understanding (“MOU”) is made and entered into on _____, 2019 (the “Effective Date”) by and between the City of Billings (“City”), and the South Billings Urban Renewal Association. (“SBURA”), a 501 c (6) tax exempt organization that is managed with the purpose of assisting the City in revitalization of the South Billings Boulevard Urban Renewal District (SBBURD) for projects, regulations, planning, and to render opinions and give recommendations to the City Council as outlined in MCA 7-15-4233 on all financial assistance provided by Tax Increment Financing (TIF) in the SBBURD. For purposes of this MOU, the City, and the SBURA are each a “Party” and are sometimes collectively referred to as the “Parties.”

I. TERM & TERMINATION OF THIS MOU

This MOU shall be in effect for five (5) years from the Effective Date, and the parties agree to conduct an annual progress-review meeting to consider any necessary changes to the implementation strategies and roles and responsibilities as set forth in this Agreement. Any Party may terminate this MOU by giving the other party not less than 90-days notice prior to a fiscal year end of June 30. Days are defined in this Agreement to be business days.

II. BACKGROUND AND PURPOSE OF THIS MOU

- A. The SBBURD was created by the City of Billings in 2007 and expanded in 2008 (Ordinance No. 07-5441, Ordinance No. 08-5462, Ordinance No. 08-5484) and is defined in the attached Exhibit A map.
- B. The City of Billings has adopted a Tax Increment Finance Policy (Resolution #18-10750). The SBURA will maintain compliance with the Policy in operating under this MOU and the City will use the Policy in its decisions related to TIF programs and projects.
- C. This MOU is a cooperative effort between the City of Billings and the SBURA, with the mutual objective of enhancing economic development opportunities in the SBBURD by promoting efforts that include, but are not limited to, commercial, residential and mixed-use development, public infrastructure improvement, and implementing the goals of the 2012 South Billings Master Plan, as well as other City-adopted ordinances, plans and programs affecting the SBBURD.

III. RELATIONSHIP OF THE PARTIES

- A. For the life of this MOU, the SBURA will maintain itself as a non-profit advisory board to make recommendations to the City Council regarding all TIF expenditures.
- B. The SBURA may hire, contract for, or coordinate with the City, for support for the implementation of this MOU. Support includes, but is not limited to, program coordination, application review and processing, tax increment financing recommendations, administration and implementation of the SBBURD Master Plan. TIF funding used for support positions must be approved by the City Council through its annual budgeting process as part of its review and approval of the SBBURD annual budget. If the SBURA does seek contract services, supplies, or expenditures for other capital costs that utilize TIF funds, the SBURA must follow City purchasing and procurement policies in effect at the time.
- C. The SBURA Board By-Laws in Article 4 specifies the Board be made up of stakeholders that represent both business and residential interests in the SBBURD. As per the City TIF Policy Section 3 (a), this MOU refers to the SBURA By-Laws in outlining the members of the Board. As outlined in Article 5, Section 5.2 of the SBURA By-Laws. The Board includes two members that are homeowners in the SBBURD, three members that own or represent businesses in the SBBURD, and two at-large members that may be from outside the SBBURD. The Board must carry Errors and Omissions Insurance for its members and provide proof of insurance to the City. The Board will ensure a current copy of its By-Laws is provided to the City.
- D. This MOU is not intended to create or constitute any joint venture, partnership, joint powers agency, or other formal organization of any kind. However, SBURA Board By-Laws in Article 2 and Article 3 notes the SBURA could take on urban renewal powers as per the Montana Urban Renewal Laws if the City assigned them during this MOU.
- E. No Party is authorized herein to act as the agent of the other.
- F. Sections IV through XI of this MOU outline roles and responsibilities of the City and SBURA related to the SBBURD. The Parties shall collaborate to carry out these identified activities.

IV. TAX INCREMENT FINANCING AUTHORITY AND ADMINISTRATION

- A. The City Council shall have the ultimate decision making authority regarding any expenditure of TIFD Funds related to the SBBURD.
- B. The SBURA and the City will develop and maintain an application form and assistance guidelines for parties seeking the use of TIF Funds.
- C. The SBURA will accept and review applications for TIF Funds related to the SBBURD and will provide a copy of the application to the City staff for review. The SBURA Board shall review the application and make a recommendation to the City Council regarding funding of the application. Recommendations for expenditures shall be presented to the City Council by the SBURA in coordination with City staff. Development Agreements

for the applications for TIF funds will also be reviewed by the SBURA Board and City staff before presentation to City Council for approval.

V. SBURA TRAINING AND CONFLICT OF INTEREST

- A. Training – The SBURA Board will participate with all City URD advisory boards in biannual training conducted in coordination with City staff and URD support staff. The training must include, but is not limited to review of URD and TIF laws, Administrative Rules, ethics, conflicts of interest, meeting management, and maintenance of minutes and records.
- B. Conflict of Interest – The SBURA By-Laws in Article 5, Section 5.4 specifically addresses conflicts of interest situations for board members. The SBURA Board will adopt a policy that also addresses conflicts of interest situations for any employees of SBURA and provide that Policy to the City. In addition to the conflict of interest provisions in the SBURA By-Laws, if the City finds an appearance of conflict of interest during review of a program or project seeking TIF funding, the matter will be reviewed by the City Attorney’s Office.

VI. LAND USE DECISION AUTHORITY

- A. The City staff shall provide to the SBURA any proposed land use regulation changes related to property within the SBBURD for review by the SBURA. The SBURA shall submit its recommendation to the City Council.
- B. Subject to existing land use law, the City may develop and administer land use and design regulations with consideration to the 2012 South Billings Master Plan and other plans and ordinances adopted by the City. As referenced in Section II C. of this MOU, the City and the SBURA share the mutual objective of enhancing economic development opportunities in the SBBURD. These efforts include, but are not limited to, commercial, residential and mixed-use development, public infrastructure improvement, and implementing the goals in the 2012 South Billings Master Plan, as well as other City-adopted ordinances, plans and programs affecting the SBBURD.

VII. MAINTENANCE, PRIORITIZATION, AND IMPLEMENTATION OF THE 2012 SOUTH BILLINGS MASTER PLAN

- A. SBURA will work to maintain, prioritize, and implement the 2012 South Billings Master Plan as its staffing capacity will allow and in consultation with the City. This may include making updates to the 2012 South Billings Master Plan during this MOU as the Plan is already six years old at the time this MOU was adopted.
- B. SBURA will work with the City in developing annual goals and an associated proposed budget for the SBBURD for consideration and adoption by the City Council.
- C. SBURA will actively work to recruit private investment in the SBBURD in partnership with the City.

VIII. IDENTIFY FUNDING SOURCES AND FACILITATE PUBLIC INFRASTRUCUTRE IMPROVEMENTS

- A. The City will identify and make application for appropriate funding sources in order to facilitate necessary infrastructure improvements as identified in the City’s Capital Improvement Plan and other infrastructure master plans for projects within the SBBURD boundary. The SBURA will assist the City with funding applications, as appropriate.
- B. The SBURA will work with City staff and property owners to consider public infrastructure projects in the SBBURD and bring recommendations to City Council through processes, including the City’s Capital Improvement Plan.

IX. OTHER SERVICES

SBURA will work in consultation with the Billings Chamber of Commerce, Big Sky Economic Development and the City to develop and maintain a marketing/branding program for the SBBURD, as staff and funding allows.

X. PUBLIC RELATIONS

Any news release, public announcement, advertisement or publicity proposed to be released by SBURA or the City regarding the work outlined in this MOU shall be subject to the approval of the other Parties prior to release. The Parties agree that such approval shall not be unreasonably withheld.

XI. NOTICE

The Parties have identified the following individuals as point persons for all communication and coordination. Any notice required hereunder shall be provided in writing.

City:	Wyeth Friday Director, Planning and Community Services Department 2825 3 rd Avenue North, 4 th Floor Billings, MT 59101 fridayw@ci.billings.mt.us (406) 657-8249
SBURA:	Carolyn Rukstad SBURA Board President

XII. AUTHORITY AND EXECUTION

Each Party represents that it has the authority to enter into this MOU and to perform the functions stated herein, and that the persons executing this MOU on their respective behalf are authorized by law, resolution or other requisite action of the Party’s governing body.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the dates indicated below.

THE CITY OF BILLINGS:

By: _____

William A. Cole, MAYOR

ATTEST:

By: _____

Denise R. Bohlman, CITY CLERK

APPROVED AS TO FORM:

By: _____

Brent Brooks, CITY ATTORNEY

SOUTH BILLINGS URBAN RENEWAL ASSOCIATION, INCORPORATED

Dated: _____

By: _____

SBURA Board President

Regular City Council Meeting

Meeting Date: 02/25/2019

TITLE: Acknowledge Receipt of Petition to Vacate Portions of Lake Heights Drive and Ditton Drive and set a Public Hearing

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

The developers of Lake Hills Subdivision, 25th Filing, are replatting a portion of Lake Hills Subdivision, 25th Filing. With the new plat, the streets will be realigned. This requires a portion of Lake Heights Drive and Ditton Drive be vacated and new right of way to be dedicated. There have been no improvements made for these street rights of way. Although the developers are not the original developers, they are requesting that the right of way be vacated at no cost due to the fact that they will be dedicating the same or more area of right of way for their new subdivision. Attached is a map showing the right of way to be vacated and an exhibit showing the new subdivision and development. This Council action acknowledges the right of way vacation application and sets a public hearing date of March 25, 2019. The developer is proposing a minor plat eliminating the streets and lots which will be presented for approval at the March 11, 2019 City Council Meeting conditioned on approval of vacation of the right of way. The developer will then realign the Lake Hills Subdivision, 25th Filing, and will request their approval at a future City Council meeting.

ALTERNATIVES ANALYZED

The Council may:

- Acknowledge receipt of the petition to vacate the above mentioned right of way and set a public hearing for March 25, 2019; or
- Do not acknowledge the petition to vacate the right of way. If not acknowledged, the right of way vacation cannot proceed and new amended plat will not proceed.

FINANCIAL IMPACT

Since the right of way proposed to be vacated has not been constructed and new right of way will be dedicated to replace the vacated area, the developers are requesting there is no cost for the vacation.

RECOMMENDATION

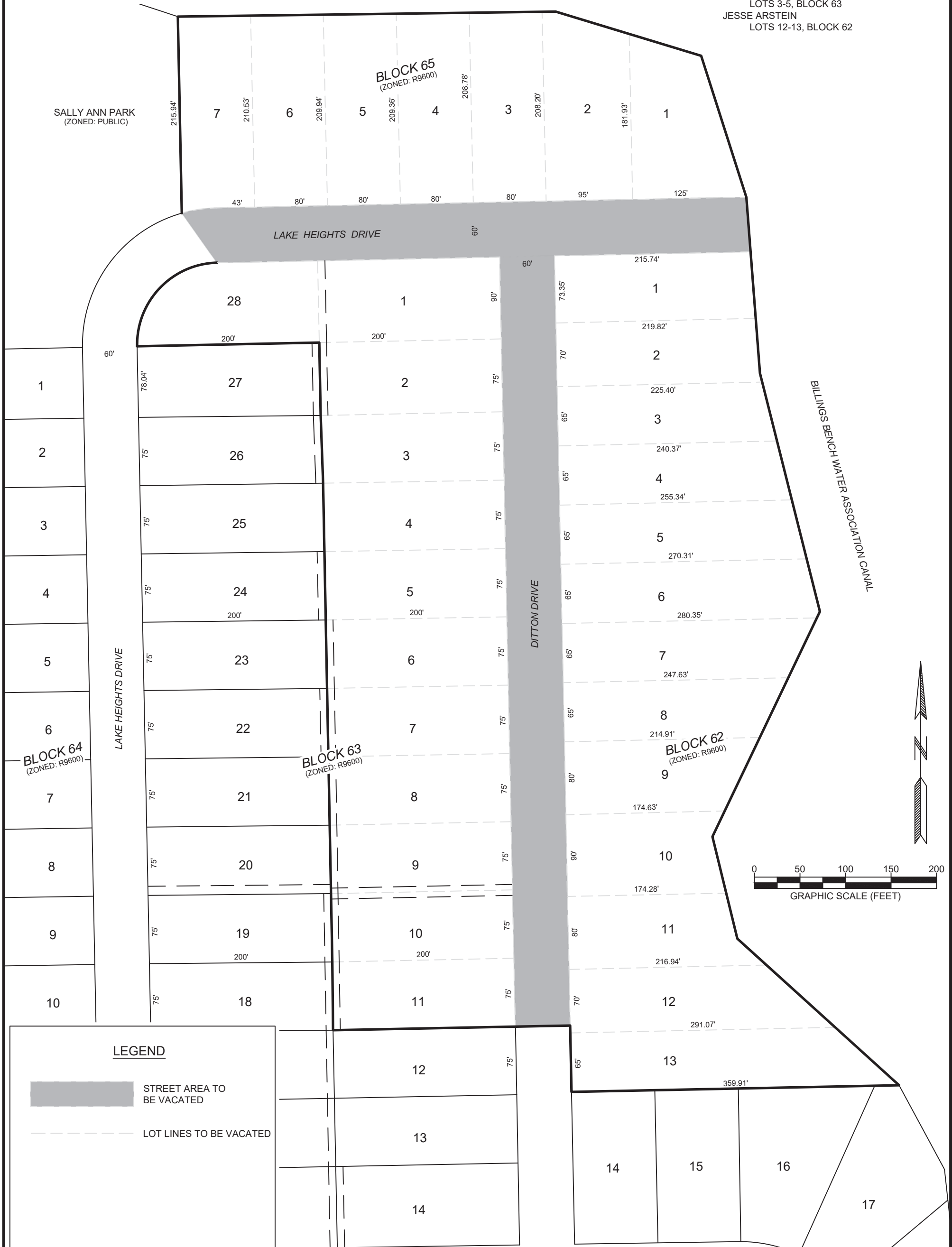
Staff recommends that Council acknowledge receipt of the petition to vacate portions of right of way within Lake Hills Subdivision, 25th Filing and set a public hearing for March 25, 2019.

APPROVED BY CITY ADMINISTRATOR

Attachments

**VACATION REQUEST
A PORTION OF LAKE HEIGHTS DRIVE AND DITTON DRIVE WITHIN
LAKE HILLS SUBDIVISION 25TH FILING
WITHIN W1/2SE1/4 OF SECTION 9, T01N, R26E
YELLOWSTONE COUNTY, MONTANA**

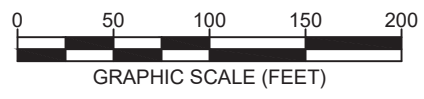
LANDOWNERS:
SUSAN B. LOVELY, INC. & LAURE TAYLOR, INC.
LOTS 1-11, BLOCK 62
LOTS 1-11 & 28, BLOCK 63
LOTS 1-3 & 7, BLOCK 65
JULIA LAWRENCE
LOTS 4-6, BLOCK 65
KEN E. ROLL
LOTS 3-5, BLOCK 63
JESSE ARSTEIN
LOTS 12-13, BLOCK 62



LEGEND

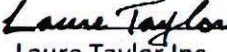
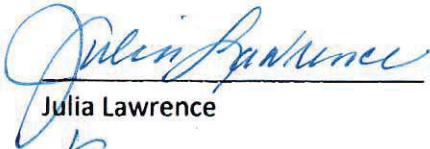
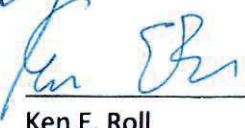

STREET AREA TO BE VACATED

LOT LINES TO BE VACATED



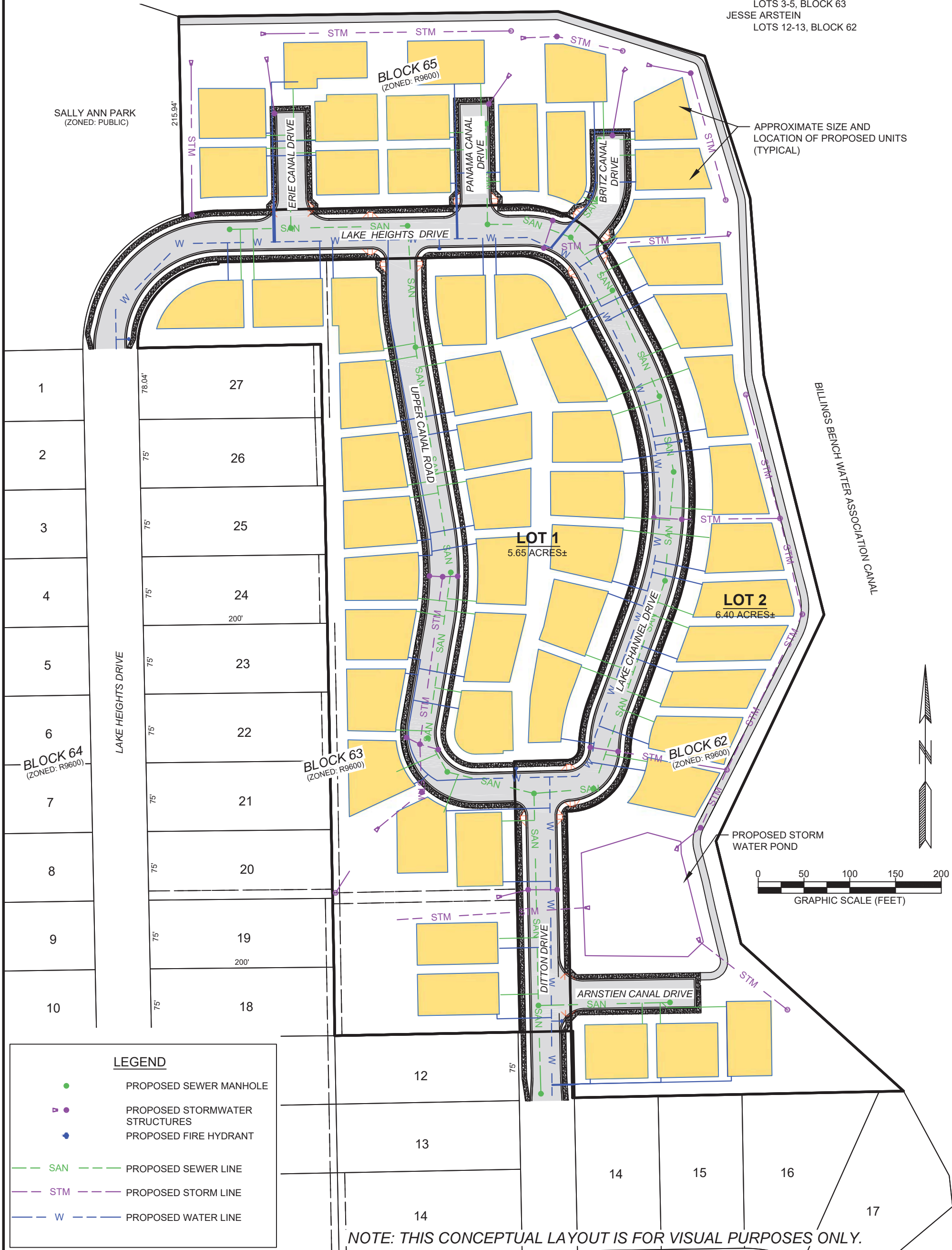
<p>T SHEET NO. OF 2</p>	<p>CANAL VISTA VACATION REQUEST</p>	<table border="1"> <tr> <th>DSGN</th> <th>DATE</th> <th>CKD</th> </tr> <tr> <td>AMR</td> <td>11/08/18</td> <td>GTR</td> </tr> <tr> <th>REV</th> <th>DATE</th> <th>CKD</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	DSGN	DATE	CKD	AMR	11/08/18	GTR	REV	DATE	CKD										<p>PREPARED FOR: CANAL VISTA OWNERSHIP GROUP</p>	<p>WWC ENGINEERING 51 N 15TH STREET, SUITE 1 BILLINGS, MT 59101 (406) 894-2210</p>	<p>COPYRIGHT 2018 WWC ENGINEERING, HEREBY RESERVES OUR COMMON LAW COPYRIGHT IN THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN AS AN INSTRUMENT OF PROFESSIONAL SERVICE WHICH SHALL NOT BE USED IN WHOLE OR PART FOR ANY PROJECTS OR OTHER USE WITHOUT OUR EXPRESS WRITTEN AUTHORIZATION.</p>
		DSGN	DATE	CKD																			
AMR	11/08/18	GTR																					
REV	DATE	CKD																					
<p>JOB # 18147</p>	<p>PLOT STYLE: WWC COLOR.ctb 17/01/2019 FILE PATH: K:\Billings\SL\18147\CADD\SURVEY\Canal Vista Road Vacation 2.dwg</p>																						

Request to Vacate Public Right-of-Way Signatures

<u>Signature</u>	<u>Date</u>	<u>Property Ownership</u>
 Susan B. Lovely, Inc.	11-21-2018	Lots 1-11, Block 62, Lots 1-11 Block 63 Lots 1-3 & 7, Block 65
 Laure Taylor Inc.	11-15-2018	Lots 1-11, Block 62, Lots 1-11 Block 63 Lots 1-3 & 7, Block 65
 Julia Lawrence	11-21-18	Lots 4-6, Block 65
 Ken E. Roll	11-20-18	Lots 3-5, Block 63
 Jesse Arstein	11-20-18	Lots 12-13, Block 62

**VACATION REQUEST:
A PORTION OF LAKE HEIGHTS DRIVE AND DITTON DRIVE WITHIN
LAKE HILLS SUBDIVISION 25TH FILING
WITHIN W1/2SE1/4 OF SECTION 9, T01N, R26E
YELLOWSTONE COUNTY, MONTANA**

LANDOWNERS:
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LOTS 1-11, BLOCK 62
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LOTS 1-3 & 7, BLOCK 65
JULIA LAWRENCE
LOTS 4-6, BLOCK 65
KEN E. ROLL
LOTS 3-5, BLOCK 63
JESSE ARSTEIN
LOTS 12-13, BLOCK 62



1	78.04'	27
2	75'	26
3	75'	25
4	75'	24
5	75'	23
6	75'	22
7	75'	21
8	75'	20
9	75'	19
10	75'	18

LEGEND

- PROPOSED SEWER MANHOLE
- ◻ PROPOSED STORMWATER STRUCTURES
- ◆ PROPOSED FIRE HYDRANT
- SAN — PROPOSED SEWER LINE
- STM — PROPOSED STORM LINE
- W — PROPOSED WATER LINE

T
SHEET NO.
2
OF 2

**CANAL VISTA
VACATION REQUEST**

DSGN	DATE	CKD
AMR	11/08/18	GTR
REV	DATE	CKD

JOB # 18147

PREPARED FOR:
CANAL VISTA OWNERSHIP
GROUP

WVC ENGINEERING
51 N 15TH STREET, SUITE 1
BILLINGS, MT 59101
(406) 894-2210

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PLOT STYLE: WVC COLOR.ctb
17/01/2019 FILE PATH: K:\Billings\SL\18147\CADD\SURVEY\Canal Vista Road Vacation 2.dwg

Aaron Redland

From: Duke Nieskens <cwdbh@hotmail.com>
Sent: Tuesday, November 13, 2018 9:57 AM
To: Aaron Redland
Subject: RE: Canal Vista Right-of-way Vacate

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Aaron,

The County Water District of Billings Heights has no comments on the proposed vacate of a portion of Lake Heights Drive and Ditton Drive.

Thanks,

Duke Nieskens
Manager
County Water District of Billings Heights



From: Aaron Redland [mailto:aredland@wwcengineering.com]
Sent: Monday, November 12, 2018 1:50 PM
To: cwdbh@hotmail.com; bkoch@YVEC.com; dale.nafts@mdu.com; Gary.Goodale@charter.com
Cc: Greg Reid <greid@wwcengineering.com>; HertzC@ci.billings.mt.us
Subject: Canal Vista Right-of-way Vacate

Good afternoon all,

The purpose of this email is to request comments and approval from utility companies that will be included with our request to the City of Billings to vacate a portion of Lake Heights Drive and Ditton Drive, in addition to the adjacent parcels; as shown on the attached Vacation Request Exhibit. Please note, several dry utilities exist at the back of the lots on the west side of Ditton Drive, which will be required to maintain easements through the platting process.

I have also attached the preliminary layout of the future development of the property which will consist of potentially 59 building pads with water, sewer, and street improvements. The building pads will be sold for construction of patio homes. The remaining property will be owned by an established Limited Liability Corporation for maintaining.

Please reply to all with comments by November 26, 2018 for completion of our Request to Vacate Public Right-of Way application. If there are any questions or additional information is required, please contact myself or Greg Reid.

Thanks,



Aaron Redland | CADD Designer

51 N 15th St., Ste. 1 | Billings, MT 59101

Tel 406-894-2210 | Fax 307-674-4265

www.wwcengineering.com

Aaron Redland

From: Aaron Redland
Sent: Tuesday, November 13, 2018 3:11 PM
To: 'Goodale, Gary L'
Cc: Greg Reid
Subject: RE: Canal Vista Right-of-way Vacate

Thank you for the prompt response, Gary. At this time, we do not foresee any need for your current facilities to be relocated.



Aaron Redland | CADD Designer
51 N 15th St., Ste. 1 | Billings, MT 59101
Tel 406-894-2210 | Fax 307-674-4265
www.wwcengineering.com

From: Goodale, Gary L <Gary.Goodale@charter.com>
Sent: Monday, November 12, 2018 4:12 PM
To: Aaron Redland <aredland@wwcengineering.com>
Subject: RE: Canal Vista Right-of-way Vacate

Good afternoon Aaron,

I am attaching for reference our system map, and one of your maps. The area I have marked in blue is our current facilities. My question to you is if this will require to be relocated, who will be paying for this to be done. We also as you can see we have a span that runs approximately 231 feet north from Greenbriar Rd. up Ditton Dr.

Thanks,



Gary Goodale | Construction Supervisor
Office: 406.200.7707 ext. 14707 | Mobile: 406.672.0531
1860 Monad Rd. | Billings, MT 59102

From: Aaron Redland [<mailto:aredland@wwcengineering.com>]
Sent: Monday, November 12, 2018 1:50 PM
To: cwdbh@hotmail.com; bkoch@YVEC.com; dale.nafts@mdu.com; Goodale, Gary L
Cc: Greg Reid; HertzC@ci.billings.mt.us
Subject: Canal Vista Right-of-way Vacate

Good afternoon all,

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Please reply to all with comments by November 26, 2018 for completion of our Request to Vacate Public Right-of Way application. If there are any questions or additional information is required, please contact myself or Greg Reid.

Thanks,



The contents of this e-mail message and any attachments are intended solely for the addressee(s) and may contain confidential and/or legally privileged information. If you are not the intended recipient of this message or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and any attachments. If you are not the intended recipient, you are notified that any use, dissemination, distribution, copying, or storage of this message or any attachment is strictly prohibited.



Guarantee

SG 08009957
File No. B1809616T

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, herein called the Company GUARANTEES the Assured named in Schedule A, against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

IN WITNESS WHEREOF, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Guarantee to become valid when countersigned on Schedule A by an authorized officer or agent of the Company.

Issued through the Office of:

FMT of Billings LLC

Date: September 24, 2018

Authorized Signature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By President
Attest Secretary

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Exclusions from Coverage of this Guarantee.

The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
- (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, alleys, lanes, ways or waterways in which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.

(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case any knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by such failure and then only to the extent of the prejudice.

4. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the rights to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured hereunder shall secure to the Company the right to prosecute or provide defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. Proof of Loss or Damage.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within 90 days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase the indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) **To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.**
To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability.

This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to the defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

13. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the Amount of Liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to this Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to: Old Republic National Title Insurance Company, 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

Subdivision Guarantee

Issued by

Old Republic Title Insurance Company

Liability: \$5,000.00

Premium: \$150.00

Effective Date: September 13, 2018, at 05:00 PM

Guarantee No: SG 08009957

1. Assured: WWC Engineering

2. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**

3. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in:
Parcel I: Susan B. Lovely, Inc., a Montana Corporation, Laure Taylor, Inc., a Montana Corporation
Parcel II: Julia Lawrence
Parcel III: Ken E. Roll
Parcel IV: Jesse Arstein

4. The land referred to in this Commitment is described as follows:
SEE ATTACHED EXHIBIT "A"

Countersigned
FMT of Billings LLC

By *Darla Mae Berumen*
Authorized Signatory

EXHIBIT "A"

Parcel I:

Block 62: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11;

Block 63: Lots 1, 2, 6, 7, 8, 9, 10, 11 and 28;

Block 65: Lots 1, 2, 3 and 7;

All in Lake Hills Subdivision, Twenty Fifth Filing, in Yellowstone County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of said County, under Document No. 688241.

Parcel II:

Lots 4, 5 and 6 in Block 65 of Lake Hills Subdivision, Twenty Fifth Filing, in Yellowstone County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of said County, under Document No. 688241.

Parcel III:

Lots 3, 4 and 5 in Block 63 of Lake Hills Subdivision, Twenty Fifth Filing, in Yellowstone County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of said County, under Document No. 688241.

Parcel IV:

Lots 12 and 13 in Block 62 of Lake Hills Subdivision, Twenty Fifth Filing, in Yellowstone County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of said County, under Document No. 688241.

SCHEDULE B - PART 1

Defects, liens encumbrances or other matters affecting title:

1. **Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency, which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by Public Record. No liability is assumed for errors, omissions or changes of assessed valuations or amount of taxes assessed by any state, county, city or federal taxing or assessing authority.**
2. **Any facts, rights, interest or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.**
3. **Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.**
4. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land and not shown by the Public Records.**
5. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, ditch rights; (d) any right, title or interest in any sand and gravel and/or minerals including access to and from to extract minerals, mineral rights, or related matters, including, but not limited to oil, gas, coal, and other hydrocarbons; whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records.**
6. **Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
7. **Any service, installation or connection charge for any and all utilities, including, but not limited to sewer, gas, water or electricity.**
8. **County road rights-of-way, not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, M.C.A., including, but not limited to any rights of the Public and the County of Yellowstone to use and occupy those certain roads and trails.**
9. **No liability is assumed for errors, omissions or changes of assessed valuations or amount of taxes assessed by any state, county, city or federal taxing or assessing authority.**

10. General and special taxes, and assessments for the year 2018, which are a lien, but not yet computed or payable. Tax Code No. C08227, C08228, C08229, C08230, C08231, C08232, C08233, C08234, C08235, C08236, C08237, C08246, C08247, C08251, C08252, C08253, C08254, C08255, C08256, C08273, C08288, C08289, C08290, C08294.

NOTE: Parcel I taxes

NOTE: General and special taxes and assessments for the year 2017 which are paid in full in the amount of \$8,393.21.

11. General and special taxes, and assessments for the year 2018, which are a lien, but not yet computed or payable. Tax Code No. C08291, C08292 and C08293.

NOTE: Parcel II

NOTE: General and special taxes and assessments for the year 2017 which are paid in full in the amount of \$1,088.12.

12. General and special taxes, and assessments for the year 2018, which are a lien, but not yet computed or payable. Tax Code No. C08248, C08249 and C08250.

NOTE: Parcel III

NOTE: General and special taxes and assessments for the year 2017 which are paid in full in the amount of \$994.71.

13. General and special taxes, and assessments for the year 2018, which are a lien, but not yet computed or payable. Tax Code No. C08238 and C08239.

NOTE: Parcel IV

NOTE: General and special taxes and assessments for the year 2017 which are paid in full in the amount of \$819.99.

14. Easement dated August 17, 1937, granted by Florence Lane Morgan and J.A. Morgan, her husband, to Yellowstone Valley Electrification Association, a Corporation; recorded May 6, 1938, at 9:32 A.M., in Book 206 Deeds, page 48, records of Yellowstone County, Montana. to erect, construct, operate, replace, repair, and maintain an electric transmission and distribution system, including the right to trim any trees so as to keep the wires cleared at least 10 feet.

15. All easements for utilities, services, ditches, roads or trails, or any limitation to access, across the subject property, depicted and referenced in plats or surveys of said property, or apparent from physical examination and inspection of the premises.

16. Reservations and exceptions contained in patents issued by the United States or the State of Montana.

17. Sanitary Restrictions dated July 17, 1962, by George Lambrecht and Elizabeth Lambrecht et al, recorded July 17, 1962, under Document No. 688242.

18. Declaration of Restrictions for Lake Hills Subdivision 25th Filing dated July 17, 1962, by George Lambrecht and Elizabeth Lambrecht et al, recorded July 17, 1962, in Book 737, page 417, under Document No. 688243; Amendment to Declaration of Restrictions of Lake Hills Subdivision 25th Filing, recorded April 2, 1981, under Document No. 1194110; Second Amendment recorded April 23, 2003, under Document No. 3173600.
19. Petition and Agreement Running with the Land dated May 17, 1978 executed by Monty Kimble, recorded May 24, 1978, under Document No. 1090609.
20. Notice of Sewer Easement to the Yellowstone County Sewer District, recorded February 8, 1977, under Document No. 1041544. Notice of Amendment recorded March 8, 1983, under Document No. 1256971.
21. Restriction contained in Warranty Deed, dated October 20, 1999, executed by Lakewood Properties, Inc., a Montana corporation; recorded October 20, 1999, under Document No. 3070423.
22. Conveyance of Easement for Right of Way dated June 13, 1941, executed by George Lambrecht, to Yellowstone Valley Electric Cooperative, Inc., a corporation; recorded June 21, 2001, under Document No. 3134419.
23. Waiver of Right to Protest the formation of one or more Park Improvement and Maintenance Districts, dated October 15, 2002, executed by Jack Sprague et al, recorded October 28, 2002, under Document No. 3198024.
24. Conveyance of Easement for Right of Way dated July 30, 2002, executed by Susan B. Lovely and Laure Taylor, Inc. granted to Yellowstone Valley Electric Co-operative Inc., Montana Dakota Utilities, Qwest and AT&T Cable, recorded December 11, 2002, under Document No. 3205007.
25. Easement for Storm Drainage, dated February 22, 2005, granted to City of Billings, recorded March 16, 2005, under Document No. 3325664.
26. Easement for Right-of-Way, dated May 28, 2004, granted to Yellowstone Valley Electric Co-Operative, Inc., Montana-Dakota Utilities, Qwest Communications, Inc. and Bresnan Communications, LLC, recorded December 04, 2008, under Document No. 3488303.
27. A Mortgage to secure an indebtedness of \$30,000.00; recorded July 18, 2007, under Document No. 3430779, of Official Records.
Dated: June 28, 2007
Mortgagor: Laure Taylor, Inc., a Montana corporation and Susan B. Lovely, Inc., a Montana corporation Mortgagee: Stockman Bank of Montana
(Affects Parcel I)

Modification of Mortgage, dated July 1, 2008, executed by and between Laure Taylor, Inc., a Montana Corporation and Susan B. Lovely, Inc., a Montana Corporation and Stockman Bank of Montana, recorded July 15, 2008, under Document No. 3472900.

Modification of Mortgage, dated July 17, 2009, executed by and between Laure Taylor, Inc., a Montana Corporation and Susan B. Lovely, Inc., a Montana Corporation and Stockman Bank of Montana, recorded July 24, 2009, under Document No. 3517564.

Modification of Mortgage, dated August 4, 2010, executed by and between Laure Taylor Inc and Susan B Lovely Inc and Stockman Bank of Montana, recorded August 11, 2010, under Document No. 3559041.

Modification of Mortgage, dated September 15, 2011, executed by and between Laure Taylor Inc and Susan B Lovely Inc and Stockman Bank of Montana, recorded September 19, 2011, under Document No. 3599667.

- 28. A Mortgage (With Future Advance Clause) to secure an indebtedness of \$20,000.00; recorded July 15, 2008, under Document No. 3472968, of Official Records.**

Dated: June 19, 2008

Mortgagor: Susan B. Lovely, Inc., a Montana corporation and Laure Taylor, Inc., a Montana corporation

**Mortgagee: Stockman Bank of Montana
(Affects Parcel I)**

Modification of Mortgage, dated July 17, 2009, executed by and between Laure Taylor, Inc. a Montana Corporation and Susan B. Lovely, Inc., a Montana Corporation and Stockma Bank of Montana, recorded July 28, 2009, under Document No. 3517849.

Modification of Mortgage, dated August 4, 2010, executed by and between Laure Taylor, Inc. a Montana Corporation and Susan B. Lovely, Inc., a Montana Corporation and Stockman Bank of Montana, recorded August 11, 2010, under Document No. 3559040.

Modification of Mortgage, dated September 15, 2011, executed by and between Laure Taylor, Inc. a Montana Corporation and Susan B. Lovely, Inc., a Montana Corporation and Stockman Bank of Montana, recorded September 19, 2011, under Document No. 3599668.

- 29. A Deed of Trust to secure an indebtedness of \$5,407.00; recorded April 20, 2015, under Document No. 3737516, of Official Records.**

Dated: April 09, 2015

Grantor: Laure Taylor Inc and Susan B Lovely Inc

Trustee: American Title and Escrow

**Beneficiary: Stockman Bank of Montana
(Affects Parcel I)**

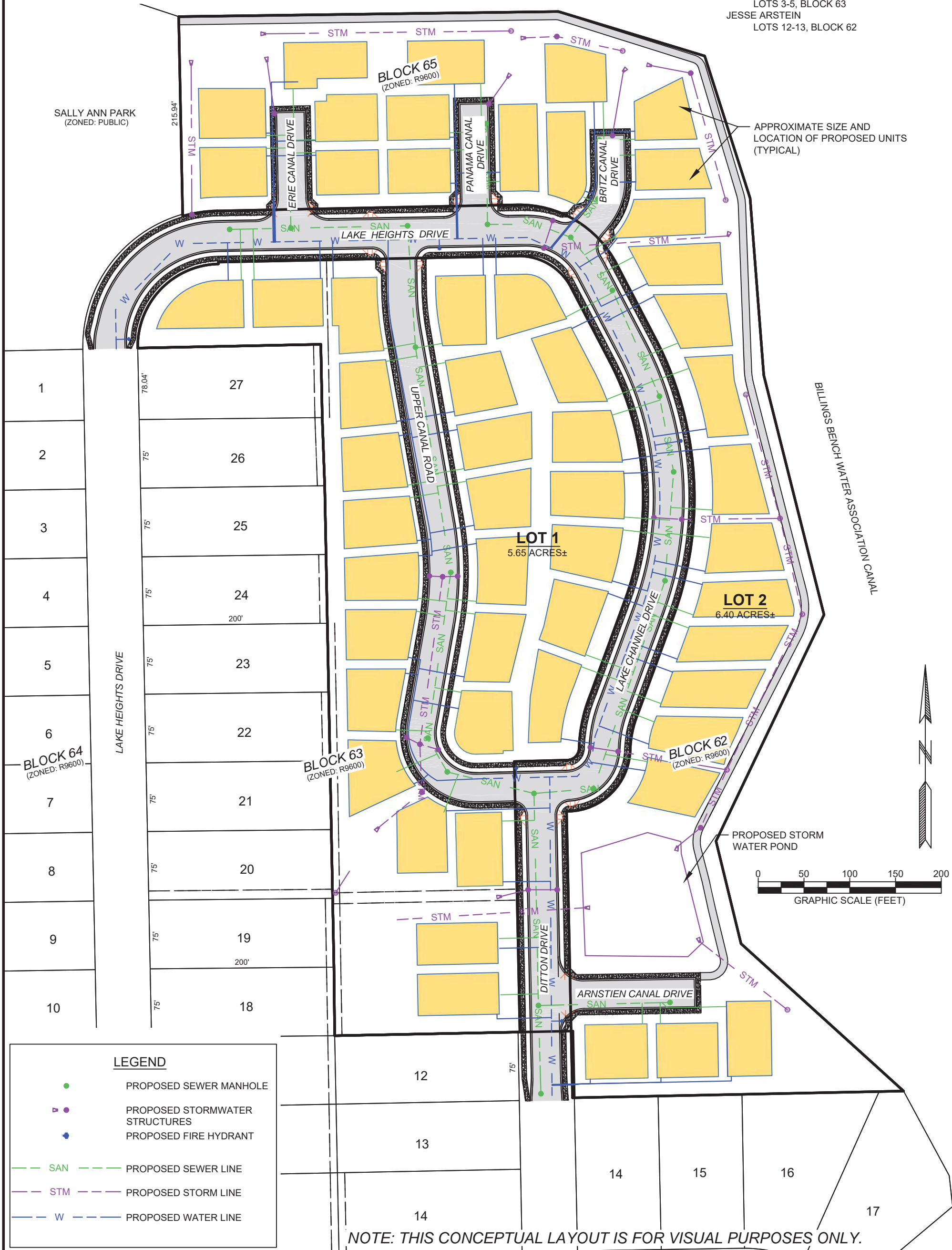
Modification of Deed of Trust, dated May 02, 2016, executed by and between Laure Taylor Inc and Susan B Lovely Inc and Stockman Bank of Montana, recorded May 06, 2016, under Document No. 3776206

- 30. A Deed of Trust to secure an indebtedness of \$30,000.00; recorded July 03, 2018, under Document No. 3853659, of Official Records.**
Dated: June 27, 2018
Grantor: Susan B. Lovely Inc. and Laure Taylor Inc.
Trustee: American Title and Escrow
Beneficiary: Stockman Bank of Montana
(Affects Parcel I)
- 31. A Mortgage to secure an original indebtedness of \$217,000.00, and any other amounts or obligations secured thereby, recorded August 05, 2008, under Document No. 3475268.**
Dated: July 28, 2008
Mortgagor: Laure Taylor, Inc. and Susan B, Lovely, Inc.
Mortgagee: Stockman Bank of Montana
(Affects a portion of Parcel I)
- 32. A Mortgage to secure an original indebtedness of \$200,000.00, and any other amounts or obligations secured thereby, recorded October 31, 2008, under Document No. 3485041.**
Dated: October 30, 2008
Mortgagor: Laure Taylor, Inc. and Susan B. Lovely, Inc.
Mortgagee: Stockman Bank of Montana
(Affects a portion of Parcel I and other real property)
- 33. A Deed of Trust to secure an indebtedness of \$36,602.95; recorded May 19, 2015, under Document No. 3751828, of Official Records.**
Dated: August 19, 2015
Grantor: Ken E. Roll
Trustee: American Title & Escrow
Beneficiary: Rocky Mountain Bank
(Affects Parcel III)

End of Schedule B

**VACATION REQUEST:
A PORTION OF LAKE HEIGHTS DRIVE AND DITTON DRIVE WITHIN
LAKE HILLS SUBDIVISION 25TH FILING
WITHIN W1/2SE1/4 OF SECTION 9, T01N, R26E
YELLOWSTONE COUNTY, MONTANA**

LANDOWNERS:
SUSAN B. LOVELY, INC. & LAURE TAYLOR, INC.
LOTS 1-11, BLOCK 62
LOTS 1-11 & 28, BLOCK 63
LOTS 1-3 & 7, BLOCK 65
JULIA LAWRENCE
LOTS 4-6, BLOCK 65
KEN E. ROLL
LOTS 3-5, BLOCK 63
JESSE ARSTEIN
LOTS 12-13, BLOCK 62



1	78.04'	27
2	75'	26
3	75'	25
4	75'	24
5	75'	23
6	75'	22
7	75'	21
8	75'	20
9	75'	19
10	75'	18

LEGEND

- PROPOSED SEWER MANHOLE
- PROPOSED STORMWATER STRUCTURES
- ◆ PROPOSED FIRE HYDRANT
- SAN — PROPOSED SEWER LINE
- STM — PROPOSED STORM LINE
- W — PROPOSED WATER LINE

T
SHEET NO.
2
OF 2

**CANAL VISTA
VACATION REQUEST**

DSGN	DATE	CKD
AMR	11/08/18	GTR
REV	DATE	CKD

JOB # 18147

PREPARED FOR:
CANAL VISTA OWNERSHIP
GROUP

WVC ENGINEERING
51 N 15TH STREET, SUITE 1
BILLINGS, MT 59101
(406) 894-2210

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PLOT STYLE: WVC COLOR.ctb
17/01/2019 FILE PATH: K:\Billings\SL\18147\CADD\SURVEY\Canal Vista Road Vacation 2.dwg

Regular City Council Meeting

Meeting Date: 02/25/2019

TITLE: \$2,000 Donation from anonymous donor to the Yellowstone Historic Preservation Board

PRESENTED BY: Wyeth Friday

Department: Planning & Community Services

Presentation: No

PROBLEM/ISSUE STATEMENT

A person who wishes to remain anonymous has presented the City of Billings Planning and Community Services Department with a check in the amount of \$2,000. The letter that accompanied the check states that these funds are in general support of the Yellowstone Historic Preservation Board and to be used at the Historic Preservation Officer's discretion. It is anticipated that these funds could be used for board training, special grant match and other historic preservation activities, including items identified in the Board's Annual Work Plan. City policy requires that any donation exceeding \$500.00 must be accepted by the Council before the funds may be expended.

ALTERNATIVES ANALYZED

City Council may accept or reject the donation.

FINANCIAL IMPACT

Acceptance of this donation will allow the Yellowstone Historic Preservation Board to continue historic preservation activities in the Billings area, with the potential to augment some of its activities beyond the current limits of the local historic preservation grant.

RECOMMENDATION

Staff recommends that the City Council accept the \$2,000 donation from the anonymous donor to support activities of the Yellowstone Historic Preservation Board.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 02/25/2019

TITLE: Annual Acceptance of Federal Aviation Administration Airport Improvement Program Grants

PRESENTED BY: Kevin Ploehn, Director of Aviation and Transit

Department: Airport

Presentation: No

PROBLEM/ISSUE STATEMENT

Each year the Airport seeks Federal grant funding through the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) for capital projects at the Airport. Annually, the Airport may be awarded a number of AIP grants due to funding allocation, varying projects, and grant timing issues. Subsequently, each year the Airport seeks the approval and authorization from the City Council for the Mayor to execute the FAA provided AIP grant offers as they are provided. This year's grant offers could include funding from our annual entitlements, previous year grant carry overs, and discretionary grant funding. The grants will provide funding for Concrete Ramp Replacement, the Terminal Building Expansion Project, ARFF Protective Gear, and Land Purchase on the West End of the Airport for Runway Protection. Airport staff anticipates at least two grant offers, with a high likelihood of a third funded with AIP discretionary funds.

ALTERNATIVES ANALYZED

City Council may:

- Approve the acceptance of this year's AIP grants, authorizing the Mayor to execute each grant offer as they are received; or
- Disapprove the acceptance of this year's AIP grants and provide direction to staff on how to proceed.

FINANCIAL IMPACT

While the amount of the Airport's regular grant entitlement program is around \$3,000,000, staff also knows that there is a rollover amount of at least \$150,000. The Airport could also be awarded a grant from the AIP discretionary funding pool for at least \$3,000,000. The discretionary funding would be used for the Concrete Ramp Replacement project, and the entitlement and rollover funds would go toward the Terminal Expansion and other projects. Additionally, there is an outside chance the Airport could get some discretionary funding for the Terminal Expansion project as well. Regardless of the amounts for the grant offers received, the Airport will need to provide a 10% local share match. Airport funds are available for that match in the Airport's Capital Fund.

RECOMMENDATION

Staff recommends that the City Council accept this year's AIP grants from the FAA and authorize the Mayor to execute each of the AIP grant offers as they are received.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 02/25/2019

TITLE: Founders Park Subdivision - Preliminary Major Plat

PRESENTED BY: Monica Plecker

Department: Planning & Community Services

Presentation: No

PROBLEM/ISSUE STATEMENT

On December 1, 2018, Sanderson Stewart, agent for Habitat for Humanity, applied for preliminary major plat approval for Founders Park Subdivision. The proposed subdivision creates 22 lots for residential development on a 5-acre parcel of land. The subject property is generally located approximately 340 feet south of Wicks Lane and on the east side of Hawthorne Lane in the Billings Heights. The property is zoned Residential-7,000 (R-70).

ALTERNATIVES ANALYZED

In accordance with state law, the City Council has 60 working days to act upon this major preliminary plat. The 60 working day review period for the proposed plat ends on March 1, 2019. State and City subdivision regulations also require preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 60 working day review period, the City Council is required to:

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

VARIANCE REQUESTED

No variance has been requested.

PROCEDURAL HISTORY

- A pre-application meeting was held on October 4, 2018 to discuss the proposal.
- The preliminary plat application was submitted to the Planning Division on December 1, 2018.
- A departmental review meeting was conducted on December 20, 2018.
- The preliminary plat was resubmitted with revisions based on department reviews on December 27, 2018.
- The Planning Board reviewed the plat on January 8, 2019.
- The Planning Board conducted a public hearing on January 22, 2019, and forwarded a recommendation to the City Council.
- The City Council will consider the preliminary plat on February 25, 2019.
- The 60 working-day preliminary plat review period ends March 1, 2019.

PLAT INFORMATION

General location: South of Wicks Lane, approximately 340 feet, and on the east side of

Hawthorne Lane

Legal Description: COS 1335, Amended Tract 1

Owner/Subdivider: Habitat for Humanity

Engineer and Surveyor: Sanderson Stewart, Bill Morgan

Existing Zoning: R-70

Existing land use: Vacant

Proposed land use: Residential

Gross and Net area: 5 acres; 3.8 acres

Proposed number of lots: 22

Lot size: Max: 9,363 square feet Min: 7,001 square feet

Parkland requirements: Parkland dedication requirements for this proposed plat is 0.395 acres. The applicants are proposing to do a cash-in-lieu contribution for parkland.

STAKEHOLDERS

Staff gave a brief presentation about the proposed subdivision. Board President Darell Tunnickliff asked if there were any questions for staff about the proposed subdivision. There was one question regarding whether this subdivision would be contributing to the improvements at the intersection of Wick Lane and Hawthorne Lane to help with intersection alignment. Staff responded that this subdivision did not meet the threshold that would require a traffic study and so it would not be contributing any money to help reconfigure the intersection.

Board President Darell Tunnickliff asked if the applicant or the agent would like to stand and speak to the Board. Mr. Woolyhand from Habitat for Humanity stood to speak about the mission of the organization and that this new subdivision would allow approximately 7 years worth of homes to be built for families. He stated they build on average 3 homes per year. There was a question for clarification on what sidewalks would be built by the developer. Mr. Bill Morgan, agent, stood to respond that they will be building the curb gutter and sidewalk along Hawthorne Lane and into the subdivision past the detention pond on the front lot. There were no other questions from the board. The public hearing was open and one member from the public stood to ask if this subdivision would be putting in sidewalk on both sides of Hawthorne Lane. Mr. Morgan stated that they will only be putting in sidewalk on the new subdivision side of the street. The public hearing was closed and a motion was made to forward a recommendation of conditional approval, including the Findings of Fact, to the City Council. The motion was seconded and received a unanimous vote.

FINANCIAL IMPACT

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

RECOMMENDATION

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

PROPOSED CONDITIONS OF APPROVAL

The Planning Board recommends the following conditions of approval:

1. To provide for the safe delivery of mail to the subdivision, prior to final plat approval the applicant will provide a letter from the USPS to show they have coordinated with the USPS and provided the correct and safe mail delivery system.
2. Minor changes may be made in the SIA and final documents, as requested by the Planning,

Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.

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

APPROVED BY CITY ADMINISTRATOR

Attachments

Findings of Fact
Proposed Plat
Draft SIA
Mayor's Letter

FINDINGS OF FACT

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

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

1. Effect on agriculture and agricultural water user facilities

The subject property is currently vacant land with native vegetation. It is adjacent to residential uses to the west, north and future residential to the east, Emma Jean Heights Subdivision. It will provide housing in an area that is not used for agriculture. It should not have a negative effect on the agricultural industry.

The BBWA irrigation canal is located on the eastern edge of the property. This subdivision does not contain any ditches or water shares, and therefore will not have an effect on agricultural water user facilities.

2. Effect on local services

- a. Utilities** – There is an existing 8-inch water main in Hawthorne Lane that the developer will be connecting to for serving the new subdivision. The developer will install an 8-inch water line in the proposed subdivision. It will be looped to equalize water pressure throughout the subdivision. Pressurized fire hydrants will also be installed in the subdivision as requested by the Billings Fire Department. Each lot will have a water line stub to it appropriately sized for residential service. These improvements are subject to the review and approval by County Water District of Billings Heights and the City Fire Department before time of construction. This requirement is pointed out in the SIA under the heading VI. Utilities A. Water.
- b. Sanitary sewer service** will be provided by connecting to a public sanitary sewer system. Appropriately sized mains in the internal streets will provide service to the individual lots in the subdivision. All proposed infrastructure will be reviewed and approved prior to installation by the City of Billings Public Works Department and the Montana Department of Environmental Quality. This requirement is pointed out in the SIA under the heading VI. Utilities B. Sanitary Sewer.

MDU will provide gas services and Northwest Energy will provide electric services to the subdivision. The applicant is proposing easements for all private utilities outside of the right of way wherever possible. An 8-foot-wide easement is shown on the face of the plat for the private utility companies.

- c. Storm water** – Storm drainage will be managed on site through surface flow on the streets, inlets, piping, and a storm water detention facility that is located at the front of the

subdivision, just east of Hawthorne Lane. This and all drainage improvements shall satisfy the criteria set forth by the most-current *City of Billings Stormwater Management Manual* and will be subject to review and approval by the Engineering Division. This requirement is outlined in the SIA under the heading V. Storm Drainage. The developer will be required to create an easement over the storm water detention facility to the City of Billings and an HOA to provide funding for the maintenance of the storm water system. Should the HOA fail to provide proper maintenance the City will repair the storm detention facility and create an SID to collect for the cost of repairs. This is all outlined in the SIA under the heading V. Storm Drainage.

- d. **Solid waste** – The City of Billings will provide solid waste collection and disposal. The City’s landfill has adequate capacity for this waste.
- e. **Streets** –The proposed subdivision will be accessed from Hawthorne Lane with a looped road to provide two ways in and out. The internal street will be a public street and will be built to City standards at 34 feet wide, with curb, gutter and boulevard-style sidewalks, all within a 56-foot right-of-way. The developer will be required to complete the section of Hawthorne Lane that this subdivision abuts that includes paving, curb, gutter and sidewalk. There is the correct right of way for Hawthorne Lane which is total of 80 feet.

A Traffic Impact Study (TIS) was not required to be completed for the Founders Park Subdivision. This subdivision is not large enough to meet the trigger point to require a traffic study. As indicated in the Subdivision Improvement Agreement (SIA) the developer will be installing all required traffic and street signs for the subdivision.

- f. **Emergency services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. This proposed subdivision is within fire station number 6 service area. The subdivision is located within the ambulance service area of American Medical Response (AMR).
- g. **Schools** – School District #2 provides service to elementary, middle and high school students, Beartooth elementary, Medicine Crow Middle School, and Skyview High School. The district states that there is capacity in all the schools for additional students.
- h. **Parks and Recreation** – The parkland dedication requirement for this subdivision amounts to 0.395 acres. The subdivider proposes to provide cash in lieu of parkland for this subdivision.
- i. **Mail Delivery** - The United States Postal Service (USPS) has been requesting centralized delivery facilities for new subdivisions to make mail delivery more efficient. The developer will consult with the USPS prior to placement of the centralized mail boxes. **(Condition #1)**

3. Effect on the natural environment

The subject property is relatively level land adjacent to urban development on the west, north and future to the east. A geotechnical study was submitted with this subdivision, in the conditions that

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

4. Effect on wildlife and wildlife habitat

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

5. Effect on the public health, safety and welfare

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

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

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

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

1. City of Billings 2016 Growth Policy

The proposed subdivision is consistent with the following Growth Policy Statements and Guidelines:

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

Home Base (healthy, safe and diverse housing options) A mix of housing types that meet the needs of a diverse population is important. (p.9)

2. 2014 Billings Urban Area Transportation Plan

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

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

The proposed subdivision lies within the jurisdiction of the BABTMP. The Plan shows a future short range bike lane along Hawthorne Lane.

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

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

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

The subject property is located within the R-70 zoning district. All development shall comply with the standards set forth in Section 27-308, BMCC. Final zoning compliance will be determined at the time of the building permit.

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

The subdivider shall provide utility easements as requested by the private utility providers on the face of the plat.

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

Legal and physical access is provided to the proposed lots from Hawthorne Lane to the new internal road for the subdivision. The new local street within the subdivision is to be dedicated to the public as shown on the plat.

CONCLUSIONS OF FINDINGS OF FACT

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

RECOMMENDATION

The Planning Board recommends the City Council conditionally approve the preliminary plat of Founders Park Subdivision, and adopt the Findings of Fact as presented in the staff report.

Approved by the Billings City Council, February 25, 2019

William A. Cole, Mayor

PRELIMINARY PLAT OF
FOUNDERS PARK SUBDIVISION

BEING TRACT 1B, AMENDED TRACT 1 OF CERTIFICATE OF SURVEY No. 1335
 SITUATED IN THE NW1/4 NE1/4 SECTION 23, T1N, R26E, PMM
 IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : MID-YELLOWSTONE VALLEY HABITAT FOR HUMANITY

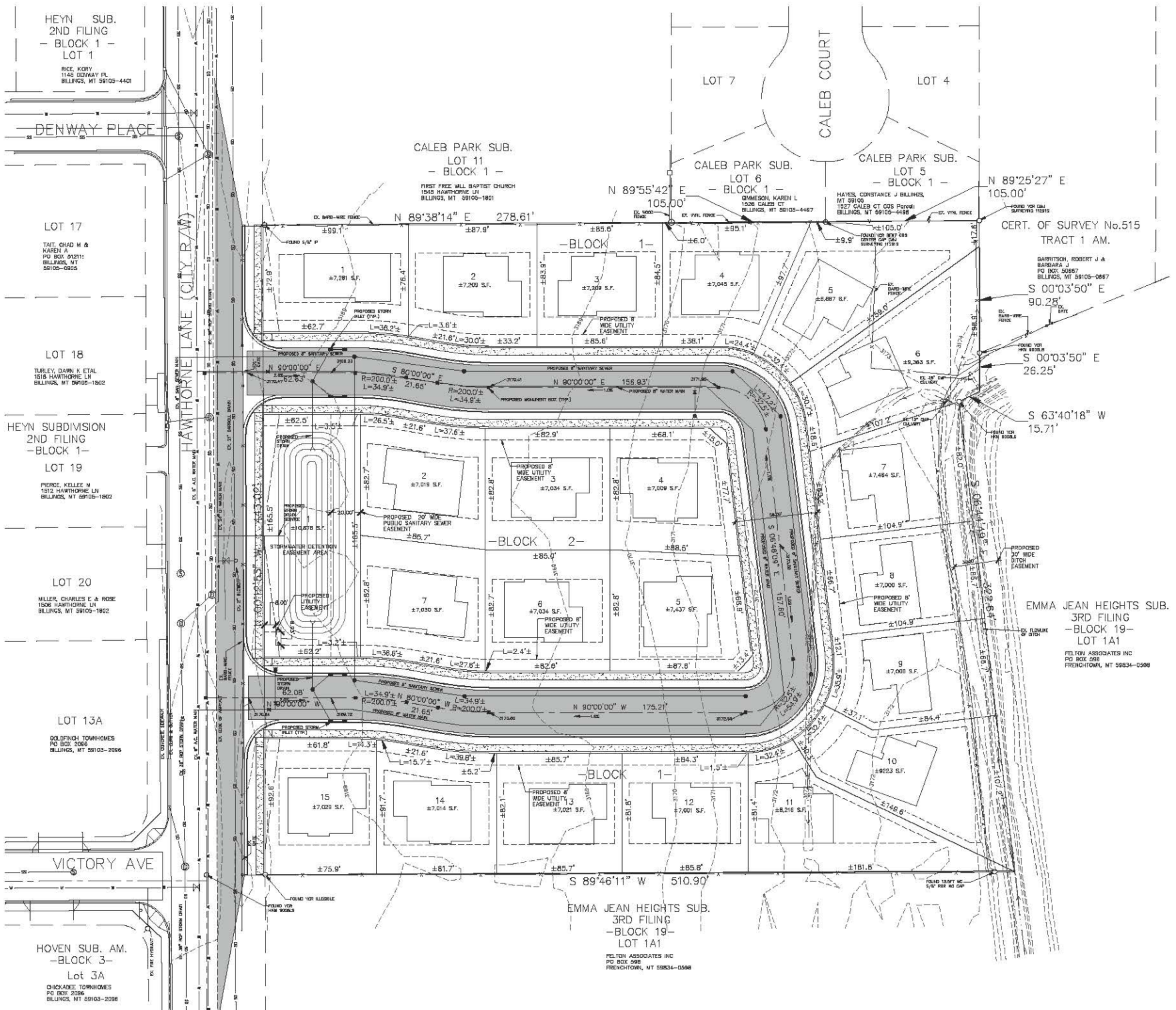
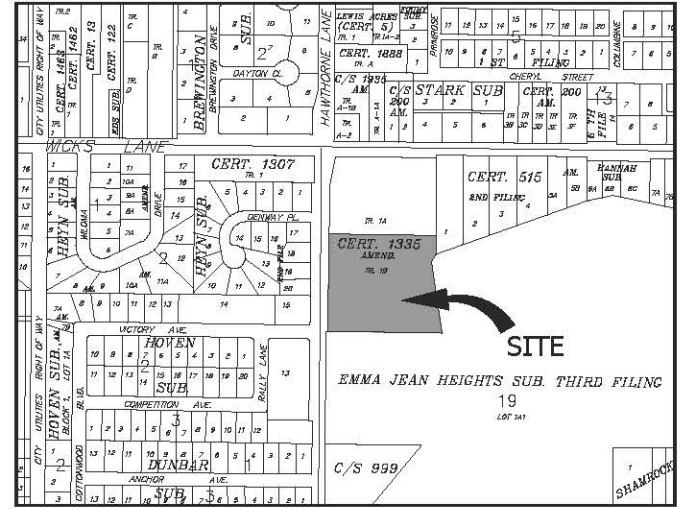
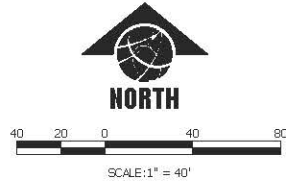
JANUARY, 2019

PREPARED BY : **SANDERSON STEWART**

BILLINGS, MONTANA

PLAT DATA

GROSS AREA	=	5.0 ACRES
NET AREA	=	3.8 ACRES
NUMBER OF LOTS	=	22
MINIMUM LOT SIZE	=	7,000 S.F.
MAXIMUM LOT SIZE	=	9,363 S.F.
LINEAL FEET OF STREETS	=	898 L.F.
PARKLAND REQUIREMENT	=	17,200 S.F.
PARKLAND DEDICATION	=	CASH IN LIEU
EXISTING ZONING	=	R-7000
SURROUNDING ZONING:		
NORTH	=	R-5000
SOUTH	=	R-7000
EAST	=	R-7000
WEST	=	R-7000
EXISTING LAND USE	=	VACANT - URBAN
PROPOSED LAND USE	=	R-7000



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

SUBDIVISION IMPROVEMENTS AGREEMENT FOUNDERS PARK SUBDIVISION

This Agreement is made and entered into this ____ day of _____, 20____, by and between **HABITAT FOR HUMANITY, MID-YELLOWSTONE VALLEY**, whose address for the purpose of this Agreement is P.O. Box 3133, Billings, Montana 59103, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Montana, a municipal corporation, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, at a regular meeting conducted on the ____ day of _____, 20____, the Board of Planning recommended conditional approval of a preliminary plat of Founders Park Subdivision; and

WHEREAS, at a regular meeting conducted on the ____ day of _____, 20____, the City Council conditionally approved a preliminary plat of Founders Park Subdivision; and

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

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

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

I. VARIANCES

No variances requested with this subdivision.

II. CONDITIONS THAT RUN WITH THE LAND

- A.** Lot owners will be required to construct that segment of the required five-foot wide boulevard-style sidewalk that fronts their property at the time of lot development.
- B.** Lot owners should be aware that this subdivision is being built in close proximity to wildlife 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.** 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.
- E.** There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.
- F.** Each owner of a completed lot shall be a member of the Founders Park Homeowners Association. Membership shall be appurtenant to and may not be separated from ownership of a lot. The Homeowners Association will be set up to maintain the permanent stormwater detention facility. The HOA Board of Directors shall have the power, in its discretion, to exclude costs

of major repairs or approved capital improvements to the HOA Storm Water System from the regular monthly assessments and, instead, impose special assessments for these expenses, and for emergencies, as they are incurred.

- G. The lowest finished floor elevation (which includes the garage) shall be a minimum of 18-inches higher than the top of curb measured from the highest location along the lot frontage. Higher finished floor elevations shall be required on a lot by lot basis, as noted on the final plat.

III. TRANSPORTATION

A. Streets

All internal access roads and site improvements within the subdivision will be installed in accordance with the City of Billings Site Development Code, the *Stormwater Management Manual*, and other applicable City codes, rules, and regulations.

Rights-of-way widths. The internal subdivision street will have a 56-foot right-of-way. The existing half right-of-way width along Hawthorne Lane adjacent to the subdivision is 40 feet, for a total right-of-way width of 80 feet on Hawthorne Lane. This width is adequate and fulfills the required dedication for a collector street type as outlined in the subdivision regulations.

Pavement widths and surface types. All streets shall be built to grade with a satisfactory engineered subbase, base course, and asphalt surface and include concrete curb and gutter. The internal subdivision street will be 34-foot-wide back-to-back curb public street. Hawthorne Lane shall be a 45-foot wide back-to-back curb public street with curb and gutter installed on the East side of the street directly adjacent to the subdivision. The engineered design cross-sections of said streets shall be submitted to the City of Billings Engineering Division.

The internal subdivision street is proposed to be public and future maintenance of the street improvements shall be the responsibility of the City of Billings.

B. Sidewalks

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

responsible for the construction of the five-foot wide boulevard sidewalks adjacent to their lot at the time of lot construction. The sidewalks along the right-of-way frontage on Hawthorne Lane, and along the right-of-way frontage of the internal subdivision street for Block 2 Lot 1, shall be 5-foot boulevard sidewalk to be constructed with the private contract for this subdivision.

C. Street Lighting

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

D. Traffic Control Devices

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

Street name signs for streets within the subdivision shall be furnished and installed in accordance with the current City of Billings Public Works standards at the time of construction.

The Subdivider shall furnish and install all necessary traffic control devices in accordance with the Manual on Uniform Traffic Control Devices.

E. Access

Access to the site shall include two (2) new full street accesses from Hawthorne Lane for the internal looped street. Location of these accesses shall be subject to review and approval by the City Engineering Division.

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

The subdivision is included in the Billings Area Bikeway and Trail Master Plan. Hawthorne Lane is identified with short range bike lanes. Sufficient right-of-way is dedicated with the existing public right-of-way along Hawthorne Lane to allow for bike lane installations. No improvements are required or proposed at this time.

G. Public Transit

No improvements with regard to public transit are anticipated at this time.

IV. EMERGENCY SERVICES

Access is provided to this subdivision from Hawthorne Lane in the form of a looped internal road within the subdivision. Fire hydrants will be installed at the required locations as reviewed and approved by the City of Billings Fire Department.

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and fire hydrants in place to allow for 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.
- Roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of 20-feet-wide.
- An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- The above requirements do not alter or affect the current minimum subdivision requirements for fire apparatus access and water supply.

V. STORM DRAINAGE

All storm drainage improvements shall comply with the provisions of Chapter 28, BMCC, and shall be in accordance with the recommendations of an approved storm drain study to be submitted to the City of Billings Engineering Division by the Subdivider. The stormwater in the subdivision will be managed on-site through surface flow on the streets, inlets, piping, and a stormwater detention facility. The stormwater design for the subdivision will conform to the current City of Billings Stormwater Management Manual and be reviewed by the City of Billings Public Works Department.

The developer will construct one detention basin along the western boundary of the subdivision on Lot 1, Block 2. The detention facility will be located on a Home Owner's Association (HOA) owned lot and shall be operated and maintained by the HOA. A stormwater detention easement for the benefit of the City will be recorded at the time of final plat recording. The stormwater detention facility will have an outlet to Hawthorne Lane and be allowed to directly discharge to the City storm drain in Hawthorne Lane.

VI. UTILITIES

Water and sanitary sewer lines shall be sized and installed in conformance with the design standards and specifications, and the rules and regulations of the City of Billings (sanitary sewer) and County Water District of Billings Heights (water).

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

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

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

A. Water

The subdivision will be served by making a connection to an existing water main located in Hawthorne Lane. The existing water main in this street is an 8-inch diameter main and is a part of the County Water District of Billings Heights water distribution system. A new looped 8-inch water main will be installed in the local interior street. Fire hydrants will be provided at

appropriate locations and will be subject to approval by the City of Billings Fire Department. Appropriately sized services will be provided to the individual lots within the subdivision. Each lot shall be provided with its own separate water service. Extension of the water service from the property line to each building within the subdivision lots will occur at the time of lot development. All water construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the County Water District of Billings Heights and Montana Department of Environmental Quality.

B. Sanitary Sewer

Sanitary sewer for the subdivision will be provided through a connection to a public sanitary sewer system. The sanitary sewer located within the subdivision will consist of an 8-inch sanitary sewer main. Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. All sanitary sewer construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality, and will be approved by the Public Works Department, Distribution, and Collection Division. Extension of the sewer service from the property line to each building within the subdivision lots will occur at the time of lot development.

C. Power, Telephone, Gas, and Cable Television

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

VII. PARKS/OPEN SPACE

Section 76-3-621 of the Montana Subdivision and Platting Act covers the park dedication requirement. Additionally, Section 23-1002.B.1 of the City of Billings municipal code covers parkland dedication of major subdivisions. The subdivider will make a cash in-lieu contribution for the 0.395 acres in lieu of parkland dedication.

VIII. IRRIGATION

Irrigation ditches that are still operational and servicing this property or downstream properties shall be maintained until no longer needed. Easements for their locations shall be provided.

IX. SOILS/GEOTECHNICAL STUDY

A soils/geotechnical study has been performed on the Subdivision. Additional soils/geotechnical investigation may be required for each lot at time of development. Lot owners are encouraged to review that document and obtain additional analysis as may be required.

X. HOMEOWNER'S ASSOCIATIONS

A homeowner's association (HOA) will be established for this subdivision. The HOA will have the following responsibilities:

Contact Information

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

Stormwater Drainage Facilities

The HOA shall be responsible for the maintenance of the on-site stormwater drainage facility located on Lot 1, Block 2.

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 Engineering Division and Public Works Department, Collection and Distribution Division.

XII. LEGAL PROVISIONS

- A. Subdivider agrees to guarantee all public improvements for a period of one (1) year from the date of final acceptance by the City of Billings.
- B. The owners of the properties involved in this proposed subdivision, by signature subscribed herein below, agree, consent, and shall be bound by the provision of the agreement.

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

WAIVER OF RIGHT TO PROTEST

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

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

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

Founders Park Subdivision

WAIVER signed and dated this _____ day of _____, 20__.

HABITAT FOR HUMANITY, MID-YELLOWSTONE VALLEY

By: _____

Its: _____

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this _____ day of _____, 20__, before me, a Notary Public for the State of Montana, personally appeared _____, known to me to be **HABITAT FOR HUMANITY, MID-YELLOWSTONE VALLEY**, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

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

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



CITY OF BILLINGS

WILLIAM A. COLE, MAYOR

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

February 25, 2019

Habitat for Humanity
1617 1st Avenue North
Billings, MT 59101

Dear Applicant:

On February 25, 2019, the Billings City Council conditionally approved the preliminary plat of Founders Park Subdivision, subject to the following conditions of approval:

1. To provide for the safe delivery of mail to the subdivision, prior to final plat approval the applicant will provide a letter from the USPS to show they have coordinated with the USPS and provided the correct and safe mail delivery system.
2. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
3. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

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

Sincerely,

William A. Cole, Mayor

Pc: Sanderson Stewart

Regular City Council Meeting

Meeting Date: 02/25/2019

TITLE: Payment of Claims January 28, 2019

PRESENTED BY: Andy Zoeller

Department: City Hall Administration

Presentation: No

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$869,335.61 have been audited and are presented for City Council payment approval. A complete listing of the claims dated January 28, 2019, are available in the Finance Department.

ALTERNATIVES ANALYZED

No other alternatives were analyzed.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that Council approve the Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

Councilmemo_01282019

Check Date	Check#	Name	Fund Name	Amount	Item Desc
01/28/2019	820507	360 Office Solutions Inc	Public Safety	\$ 798.00	105535NN BOOKCASES, 6-SHELF, MAHOGANY
01/28/2019	820507	360 Office Solutions Inc	Water	\$ 2,329.60	285634-0; DESK
01/28/2019	820507	360 Office Solutions Inc	Water	\$ 944.59	296692-0; TONER
01/28/2019	820507	360 Office Solutions Inc	Public Safety	\$ 242.97	297872-0: 911 CTR HP TONER
01/28/2019	820507	360 Office Solutions Inc	Public Safety	\$ 62.04	COPY PAPER, FILE FOLDERS, SHEARS, BINDER CLIPS
01/28/2019	820507	360 Office Solutions Inc	Public Safety	\$ 283.80	COPY PAPER, FILE FOLDERS, SHEARS, BINDER CLIPS
01/28/2019	820507	360 Office Solutions Inc	Public Safety	\$ 74.99	FOLDERS, LEGAL AND HP970 BLACK TONER
01/28/2019	820507	360 Office Solutions Inc	Public Safety	\$ 29.57	FOLDERS, LEGAL AND HP970 BLACK TONER
01/28/2019	820507	360 Office Solutions Inc	Public Safety	\$ 487.00	H105102 CREDENZA, MAHOGANY, CHIEF RASH'S OFFICE
01/28/2019	820507	360 Office Solutions Inc	Public Safety	\$ 44.99	297872-1: 911 CTR HP INK CART 952XL (B/O)
01/28/2019	820507	360 Office Solutions Inc	Public Safety	\$ 25.00	INSTALLATION OF FURNITURE/AC HOPPEL'S OFFICE
01/28/2019	820508	A & I Distributors	Airport	\$ 732.97	Invoice #3230070. DEF for Brooms. Stock Oil
01/28/2019	820508	A & I Distributors	Transit	\$ 92.95	3223019
01/28/2019	820508	A & I Distributors	Fleet	\$ 3,340.66	3229017 PO NUM 306875
01/28/2019	820508	A & I Distributors	Fleet	\$ 3,694.94	3235349 PO NUM 306875
01/28/2019	820508	A & I Distributors	Water	\$ 1,022.13	WATER PARTS AND SUPPLIES PO NUM 307182
01/28/2019	820508	A & I Distributors	Airport	\$ 449.90	DEF for Brooms. Automatic Transmission Fluid
01/28/2019	820508	A & I Distributors	Solid Waste	\$ 1,322.56	Oil for Landfill equipment 3229015
01/28/2019	820508	A & I Distributors	Solid Waste	\$ 624.80	Repair on the oil Heater in the shop at the BOC. 3232768
01/28/2019	820508	A & I Distributors	Transit	\$ 890.83	3223019 PO NUM 306875
01/28/2019	820508	A & I Distributors	Transit	\$ 93.00	3226062
01/28/2019	820508	A & I Distributors	Transit	\$ 814.89	3226067 PO NUM 306875
01/28/2019	820508	A & I Distributors	Fleet	\$ 18.19	3226658 PO NUM 306875
01/28/2019	820508	A & I Distributors	Street/Traffic Oper	\$ 278.85	3234899
01/28/2019	820508	A & I Distributors	Fleet	\$ 548.39	3235349 PO NUM 306875
01/28/2019	820508	A & I Distributors	Transit	\$ 172.57	3223019
01/28/2019	820509	A+ Electric Motor Repair	Wastewater	\$ 7,737.73	19-120; NEW MOTOR FOR CENTRIFUGES
01/28/2019	820514	Alternatives Inc	Municipal Court Grants	\$ 28,410.20	Supportive Housing Agreement 2nd Quarter FY19
01/28/2019	820517	Arm Scor Cartridge	Public Safety	\$ 300.00	Arm Scor 1/15/19 Invoice 9949, 12 gauge rounds
01/28/2019	820517	Arm Scor Cartridge	Public Safety	\$ 7,497.00	Arm Scor 1/15/19 Invoice 9950, shotgun and handgun ammo
01/28/2019	820519	Avery Electric Motor LLP	Wastewater	\$ 2,750.00	9745; #1 CENTRIFUGE MOTOR. BEARINGS
01/28/2019	820521	Beartooth Resource Cons	General	\$ 12,644.23	2019 Beartooth RC&D/EDD Assessment and Membership Dues
01/28/2019	820525	Billings Construction Supply	Wastewater	\$ 124.00	95873; TOILET RENTAL REHBERG RANCH
01/28/2019	820525	Billings Construction Supply	Gas Tax	\$ 2,300.91	WO 18-10; Poet Streete - Overlay & Curb 92901
01/28/2019	820525	Billings Construction Supply	Sidewalk Construction	\$ 1,003.09	WO 18-10; Poet Streete - Overlay & Curb 92901
01/28/2019	820526	Billings Depot Inc	P.W. Admin	\$ 2,606.73	Rent February
01/28/2019	820526	Billings Depot Inc	Engineering	\$ 10,426.94	Rent February
01/28/2019	820533	Billings Tourism	Tourism BID #2	\$ 8,030.00	Distributed December, paid January 2019
01/28/2019	820535	Boomers Garage N Shop	Public Safety	\$ 354.81	HAZMAT: POP UP POOLS, 20 AND 66 GALLON
01/28/2019	820535	Boomers Garage N Shop	Solid Waste	\$ 1,663.54	Cold Weather Gear per union contract CBSW 13
01/28/2019	820535	Boomers Garage N Shop	Solid Waste	\$ 1,361.61	Gloves for Landfill Employees CBSW 14

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01/28/2019	820544	Dept Of Natural Resource	General	\$ 5,990.40	Assessments for Norms Island, Riverfront Park
01/28/2019	820545	Desert Mountain Corp	Street/Traffic Oper	\$ 4,395.55	ice slicer used to melt snow on streets
01/28/2019	820545	Desert Mountain Corp	Street/Traffic Oper	\$ 4,007.85	ice slicer used to melt snow on streets
01/28/2019	820545	Desert Mountain Corp	Street/Traffic Oper	\$ 4,057.54	ice slicer used to melt snow on streets
01/28/2019	820545	Desert Mountain Corp	Street/Traffic Oper	\$ 3,505.49	ice slicer used to melt snow on streets
01/28/2019	820545	Desert Mountain Corp	Street/Traffic Oper	\$ 3,455.81	ice slicer used to melt snow on street
01/28/2019	820549	Downtown Billings BID	Downtown BID	\$ 8,791.40	Paid December, distributed January 2019
01/28/2019	820549	Downtown Billings BID	Downtown BID	\$ 279.32	Housing Authority Internal Taxes, Tax Year 2018
01/28/2019	820556	Fischer Commercial Flooring	Public Safety	\$ 727.64	2836 BUREAU/ADJOINING HALL, MATERIALS
01/28/2019	820556	Fischer Commercial Flooring	Public Safety	\$ 2,259.62	2835: OFFICE ROOM, MATERIALS (BUREAU)
01/28/2019	820557	Fisher Sand & Gravel Co	Solid Waste	\$ 5,185.93	Gravel for Lower Landfill Rd 81406
01/28/2019	820558	Fully Involved	Public Safety	\$ 2,750.00	FULLY INVOLVED LEADERSHP PRESENTATION
01/28/2019	820559	Gallagher Benefit Services	City Health Ins Fund	\$ 30,125.00	Inv. #163287
01/28/2019	820560	Galles Filter Service	Water	\$ 87.83	NONSTOCKING ITEMS-P.U.D.
01/28/2019	820560	Galles Filter Service	Fleet	\$ 10.88	P-83822.01 PO NUM 306878
01/28/2019	820560	Galles Filter Service	Solid Waste	\$ 14.14	P-84066.01
01/28/2019	820560	Galles Filter Service	Transit	\$ 113.85	P-84108-01 PO NUM 306878
01/28/2019	820560	Galles Filter Service	Fleet	\$ 10.32	P-84112.01 PO NUM 306878
01/28/2019	820560	Galles Filter Service	Transit	\$ 397.67	P-84440-01 PO NUM 306878
01/28/2019	820560	Galles Filter Service	Wastewater	\$ 28.66	T-79775; STANDBY PUMP IN HEADWORKS
01/28/2019	820560	Galles Filter Service	Water	\$ 142.81	WATER PARTS AND SUPPLIES PO NUM 307185
01/28/2019	820560	Galles Filter Service	Water	\$ 20.37	WATER PARTS AND SUPPLIES PO NUM 307195
01/28/2019	820560	Galles Filter Service	Water	\$ 99.95	WATER PARTS AND SUPPLIES PO NUM 307380
01/28/2019	820560	Galles Filter Service	Fleet	\$ 304.13	P-83922.01 PO NUM 306878
01/28/2019	820560	Galles Filter Service	Fleet	\$ 307.33	P-84279.01 PO NUM 306878
01/28/2019	820560	Galles Filter Service	Transit	\$ 15.85	P-84440-01
01/28/2019	820560	Galles Filter Service	Water	\$ 12.84	FILTERS
01/28/2019	820560	Galles Filter Service	Solid Waste	\$ 18.17	Filters for Landfill equipment P84146-01
01/28/2019	820560	Galles Filter Service	Solid Waste	\$ 200.41	Filters for Landfill equipment P84164-01
01/28/2019	820560	Galles Filter Service	Solid Waste	\$ 474.07	Filters for Landfill equipment P84355-01
01/28/2019	820560	Galles Filter Service	Solid Waste	\$ 341.98	Filters for Landfill equipment P84439-01
01/28/2019	820560	Galles Filter Service	Solid Waste	\$ 191.38	Filters for Landfill equipment P8986-01
01/28/2019	820560	Galles Filter Service	Solid Waste	\$ 63.11	P-84113.01
01/28/2019	820560	Galles Filter Service	Fleet	\$ 197.56	T-79612 PO NUM 306878
01/28/2019	820560	Galles Filter Service	Solid Waste	\$ 95.24	P-84065.01
01/28/2019	820560	Galles Filter Service	Fleet	\$ 474.46	P-84438.01 PO NUM 306878
01/28/2019	820560	Galles Filter Service	Fleet	\$ 87.54	T-79591 PO NUM 306878
01/28/2019	820560	Galles Filter Service	Public Safety	\$ 19.34	T-79957
01/28/2019	820560	Galles Filter Service	Water	\$ 67.53	WATER PARTS AND SUPPLIES PO NUM 307196
01/28/2019	820560	Galles Filter Service	Fleet	\$ 269.73	P-84111.01 PO NUM 306878
01/28/2019	820560	Galles Filter Service	Fleet	\$ 8.82	P-84280.01 PO NUM 306878

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01/28/2019	820560	Galles Filter Service	Fleet	\$ 161.46	P-84172.01 PO NUM 306878
01/28/2019	820560	Galles Filter Service	Fleet	\$ 122.46	P-84352.01 PO NUM 306878
01/28/2019	820560	Galles Filter Service	Wastewater	\$ 14.24	T-79607
01/28/2019	820563	Gated Solutions	Solid Waste	\$ 14,675.76	Gate replacement at the Landfill
01/28/2019	820564	Gillig Corporation	Transit	\$ 2,818.84	40535061 PO NUM 307440
01/28/2019	820564	Gillig Corporation	Transit	\$ 2,879.20	40535060
01/28/2019	820567	Guardian Security Inc	Library	\$ 11,594.88	Invoice 349 - Security Guard Service December 2018
01/28/2019	820569	Hanson Chemical Inc.	Street/Traffic Oper	\$ 2,762.28	orange degreaser in 55 gal drum
01/28/2019	820571	HDR, Inc.	Wastewater	\$ -	YELLOWSTONE RIVER SAMPLING & ANALYSIS PLAN
01/28/2019	820571	HDR, Inc.	Wastewater	\$ -	YELLOWSTONE RIVER SAMPLING & ANALYSIS PLAN
01/28/2019	820571	HDR, Inc.	Wastewater	\$ 13,092.38	YELLOWSTONE RIVER SAMPLING & ANALYSIS PLAN
01/28/2019	820571	HDR, Inc.	Wastewater	\$ 6,521.99	YELLOWSTONE RIVER SAMPLING & ANALYSIS PLAN
01/28/2019	820575	Idexx Distribution Inc.	Water	\$ 3,022.23	3041191867; LABORATORY SUPPLIES
01/28/2019	820575	Idexx Distribution Inc.	Water	\$ 197.77	3041191868; LABORATORY SUPPLIES
01/28/2019	820585	Kittelson & Associates	Gas Tax	\$ 26,213.22	WO 18-09 Downtown Traffic Study; 0100102/6
01/28/2019	820586	Knife River	Street/Traffic Oper	\$ 1,564.51	1 1/2" crushed base
01/28/2019	820586	Knife River	Street/Traffic Oper	\$ 8,295.41	salt sand material
01/28/2019	820586	Knife River	Street/Traffic Oper	\$ 7,517.55	salt/sand mixture
01/28/2019	820591	Mailing Technical Services	Library	\$ 1,198.40	December 2018 - Mail service
01/28/2019	820591	Mailing Technical Services	General	\$ 2,729.93	tabbing, print and postage for brochure
01/28/2019	820595	Montana Dakota Utilities	General	\$ 52,028.52	refund of methane gas double payment
01/28/2019	820596	Montana Dakota Utilities	Airport	\$ 281.26	295 580 1000 4. Aero Interiors. January 2019
01/28/2019	820596	Montana Dakota Utilities	Airport	\$ 309.17	283 116 0655 3. Alpine. January 2019
01/28/2019	820596	Montana Dakota Utilities	Airport	\$ 202.82	160 723 3573 6. USDA. January 2019
01/28/2019	820596	Montana Dakota Utilities	Airport	\$ 389.38	185 580 1000 7. TSA Building. January 2019
01/28/2019	820596	Montana Dakota Utilities	Airport	\$ 700.92	129 573 1000 1. Mud Wash. January 2019
01/28/2019	820596	Montana Dakota Utilities	Airport	\$ 1,347.92	889 373 1000 6. Car Wash. January 2019
01/28/2019	820596	Montana Dakota Utilities	Airport	\$ 137.47	229 573 1000 0. Detail Bay 1 Hertz. January 2019
01/28/2019	820596	Montana Dakota Utilities	Airport	\$ 133.30	629 573 1000 6. Detail Bay 2 National/Alamo. January 2019
01/28/2019	820596	Montana Dakota Utilities	Airport	\$ 113.70	329 573 1000 9. Detail Bay 3 Enterprise. January 2019
01/28/2019	820596	Montana Dakota Utilities	Airport	\$ 164.21	429 573 1000 8. Detail Bay 4 Avis/Budget. January 2019
01/28/2019	820596	Montana Dakota Utilities	Airport	\$ 36.46	529 573 1000 7. Detail Bay 5 Thrifty/Dollar. January 2019
01/28/2019	820597	Montana Dakota Utilities	Engineering	\$ 249.91	595 373 1000 1
01/28/2019	820597	Montana Dakota Utilities	Public Safety	\$ 619.40	533 653 1000 1
01/28/2019	820597	Montana Dakota Utilities	Public Safety	\$ 108.60	514 117 0478 9
01/28/2019	820597	Montana Dakota Utilities	Airport	\$ 1,486.35	706 580 1000 7
01/28/2019	820597	Montana Dakota Utilities	Water	\$ 37.28	921 580 1000 6
01/28/2019	820597	Montana Dakota Utilities	P.W. Admin	\$ 62.48	595 373 1000 1
01/28/2019	820597	Montana Dakota Utilities	Parking	\$ 19.35	717 353 1000 6
01/28/2019	820597	Montana Dakota Utilities	General	\$ 423.33	437 780 1000 9
01/28/2019	820597	Montana Dakota Utilities	Wastewater	\$ 39.26	735 453 1000 2

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01/28/2019	820597	Montana Dakota Utilities	Parking	\$ 78.26	799 152 1209 0
01/28/2019	820597	Montana Dakota Utilities	Public Safety	\$ 971.65	885 880 1000 4
01/28/2019	820597	Montana Dakota Utilities	Facilities Mngmt	\$ 3,070.86	929 780 1000 4
01/28/2019	820597	Montana Dakota Utilities	Transit	\$ 1,991.51	962 880 1000 0
01/28/2019	820597	Montana Dakota Utilities	Parking	\$ 140.72	303 725 2591 2
01/28/2019	820597	Montana Dakota Utilities	Wastewater	\$ 38.47	596 733 1000 5
01/28/2019	820597	Montana Dakota Utilities	Wastewater	\$ 9,372.04	293 780 1000 2
01/28/2019	820597	Montana Dakota Utilities	Water	\$ 111.32	541 380 1000 1
01/28/2019	820597	Montana Dakota Utilities	Wastewater	\$ 4,686.02	293 780 1000 2
01/28/2019	820597	Montana Dakota Utilities	Airport	\$ 7,198.23	595 580 1000 1
01/28/2019	820597	Montana Dakota Utilities	Wastewater	\$ 4,686.02	293 780 1000 2
01/28/2019	820597	Montana Dakota Utilities	General	\$ 130.34	501 473 1000 2
01/28/2019	820597	Montana Dakota Utilities	Library	\$ 6,196.14	219 924 4851 0
01/28/2019	820597	Montana Dakota Utilities	Water	\$ 109.42	373 580 1000 9
01/28/2019	820597	Montana Dakota Utilities	Airport	\$ 1,771.53	285 580 1000 6
01/28/2019	820597	Montana Dakota Utilities	Public Safety	\$ 18.74	062 907 9494 7
01/28/2019	820597	Montana Dakota Utilities	Public Safety	\$ 819.35	169 233 1000 3
01/28/2019	820597	Montana Dakota Utilities	Water	\$ 109.43	373 580 1000 9
01/28/2019	820601	Morrison Maiерle Inc	Airport	\$ 6,383.25	Terminal Building - Final Design Phase - Design - Local Share
01/28/2019	820601	Morrison Maiерle Inc	Airport	\$ 36,572.65	Terminal Building- Final Design Phase - Design - Federal Share
01/28/2019	820601	Morrison Maiерle Inc	Airport	\$ 1,343.20	Storm Water Permit Management & Engineering Services
01/28/2019	820601	Morrison Maiерle Inc	Airport	\$ 2,254.94	Storm Water Permit Management & Engineering Services
01/28/2019	820601	Morrison Maiерle Inc	Airport	\$ 38,633.04	Aircraft Ramps Engineering-Design - Federal Share
01/28/2019	820601	Morrison Maiерle Inc	Airport	\$ 4,292.56	Aircraft Ramps Engineering-Design - Local Share
01/28/2019	820604	Napa Auto Parts	Fleet	\$ 12.06	65623 PO NUM 307461
01/28/2019	820604	Napa Auto Parts	Fleet	\$ 56.58	65623 PO NUM 307461
01/28/2019	820604	Napa Auto Parts	Fleet	\$ 160.38	67023 PO NUM 307461
01/28/2019	820604	Napa Auto Parts	Fleet	\$ 76.92	66284 PO NUM 307461
01/28/2019	820604	Napa Auto Parts	Public Safety	\$ 24.50	307461
01/28/2019	820604	Napa Auto Parts	Public Safety	\$ 10.31	065006
01/28/2019	820604	Napa Auto Parts	Public Safety	\$ 8.29	65499
01/28/2019	820604	Napa Auto Parts	Street/Traffic Oper	\$ 52.22	65579
01/28/2019	820604	Napa Auto Parts	Fleet	\$ 4.56	65617
01/28/2019	820604	Napa Auto Parts	Solid Waste	\$ 24.69	65669
01/28/2019	820604	Napa Auto Parts	Public Safety	\$ 6.23	65905
01/28/2019	820604	Napa Auto Parts	Public Safety	\$ 15.00	65966
01/28/2019	820604	Napa Auto Parts	Street/Traffic Oper	\$ 13.72	66063
01/28/2019	820604	Napa Auto Parts	Fleet	\$ 82.45	66070
01/28/2019	820604	Napa Auto Parts	General	\$ 174.52	66109
01/28/2019	820604	Napa Auto Parts	CDBG	\$ 19.57	66263
01/28/2019	820604	Napa Auto Parts	Street/Traffic Oper	\$ 82.83	66795

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01/28/2019	820604	Napa Auto Parts	Street/Traffic Oper	\$ 80.08	66957
01/28/2019	820604	Napa Auto Parts	Street/Traffic Oper	\$ 126.00	66995
01/28/2019	820604	Napa Auto Parts	Water	\$ 315.63	67055
01/28/2019	820604	Napa Auto Parts	Public Safety	\$ 32.46	65423
01/28/2019	820604	Napa Auto Parts	Parking	\$ 18.86	65428
01/28/2019	820604	Napa Auto Parts	Engineering	\$ (68.90)	65287
01/28/2019	820604	Napa Auto Parts	Street/Traffic Oper	\$ 16.17	65244
01/28/2019	820604	Napa Auto Parts	Public Safety	\$ 21.43	64887
01/28/2019	820604	Napa Auto Parts	Public Safety	\$ 6.61	65132
01/28/2019	820604	Napa Auto Parts	Public Safety	\$ 15.66	65225
01/28/2019	820604	Napa Auto Parts	Transit	\$ 73.44	Absorbent socks for the shop
01/28/2019	820604	Napa Auto Parts	Transit	\$ 39.88	3977-00-075679
01/28/2019	820604	Napa Auto Parts	Fleet	\$ 144.32	35906 PO NUM 307461
01/28/2019	820604	Napa Auto Parts	Fleet	\$ 8.78	65617 PO NUM 307461
01/28/2019	820604	Napa Auto Parts	Transit	\$ 10.16	3977-00-075733
01/28/2019	820604	Napa Auto Parts	Parking	\$ 3.90	67805
01/28/2019	820604	Napa Auto Parts	Water	\$ 64.01	67087
01/28/2019	820604	Napa Auto Parts	Street/Traffic Oper	\$ 36.39	67180
01/28/2019	820604	Napa Auto Parts	Solid Waste	\$ 297.44	67342
01/28/2019	820604	Napa Auto Parts	Public Safety	\$ 253.49	67430
01/28/2019	820604	Napa Auto Parts	Solid Waste	\$ 596.32	67526
01/28/2019	820604	Napa Auto Parts	General	\$ (5.65)	67548
01/28/2019	820604	Napa Auto Parts	Street/Traffic Oper	\$ (80.08)	67548
01/28/2019	820604	Napa Auto Parts	Water	\$ (28.91)	67548
01/28/2019	820604	Napa Auto Parts	Solid Waste	\$ (24.69)	67548
01/28/2019	820604	Napa Auto Parts	General	\$ (5.65)	67675
01/28/2019	820604	Napa Auto Parts	Public Safety	\$ 12.58	67700
01/28/2019	820604	Napa Auto Parts	Public Safety	\$ (32.46)	65604
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 490.42	SILMD 145 Acct# 0712590-9
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 28.58	SILMD 144 Acct# 0712589-1
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 602.09	SILMD 143 Acct# 0712588-3
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 258.04	SILMD 139 Acct# 0712587-5
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 774.12	SILMD 138 Acct# 0712586-7
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 386.87	SILMD 137 Acct# 0712585-9
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 487.40	SILMD 136 Acct# 0712584-2
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 539.45	SILMD 135 Acct# 0712583-4
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 558.33	SILMD 134 Acct# 0712582-6
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 241.94	SILMD 133 Acct# 0712581-8
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 888.81	SILMD 131 Acct# 0712580-0
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 372.72	SILMD 146 Acct# 0712591-7
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 483.35	SILMD 147 Acct# 0712592-5

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01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 1,134.31	SILMD 149 Acct# 0712593-3
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 784.68	SILMD 150 Acct# 0712594-1
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 659.44	SILMD 151 Acct# 0712595-8
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 4,460.29	SILMD 152 Acct# 0712596-6
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 563.99	SILMD 153 Acct# 0712597-4
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 1,275.10	SILMD 154 Acct# 0712598-2
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 516.09	SILMD 155 Acct# 0712599-0
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 956.33	SILMD 157 Acct# 0712600-6
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 831.46	SILMD 158 Acct# 0712601-4
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 1,133.47	SILMD 159 Acct# 0712602-2
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 745.45	SILMD 160 Acct# 0712603-0
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 1,103.46	SILMD 161 Acct# 0712604-8
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 62.87	SILMD 162 Acct# 0712605-5
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 692.67	SILMD 163 Acct# 0712606-3
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 392.33	SILMD 164 Acct# 0712607-1
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 917.48	SILMD 165 Acct# 0712608-9
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 245.23	SILMD 167 Acct# 0712609-7
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 588.51	SILMD 171 Acct# 0712610-5
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 558.34	SILMD 172 Acct# 0712611-3
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 1,226.07	SILMD 173 Acct# 0712612-1
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 1,029.89	SILMD 174 Acct# 0712613-9
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 343.29	SILMD 175 Acct# 0712614-7
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 44.91	SILMD 176 Acct# 0712615-4
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 269.75	SILMD 178 Acct# 0712616-2
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 539.45	SILMD 179 Acct# 0712617-0
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 367.82	SILMD 180 Acct# 0712618-8
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 1,748.95	SILMD 181 Acct# 0712619-6
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 613.03	SILMD 182 Acct# 0712620-4
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 1,226.07	SILMD 183 Acct# 0712621-2
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 392.33	SILMD 184 Acct# 0712622-0
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 147.13	SILMD 185 Acct# 0712623-8
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 626.66	SILMD 186 Acct# 0712624-6
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 245.23	SILMD 187 Acct# 0712625-3
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 294.26	SILMD 188 Acct# 0712626-1
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 245.23	SILMD 189 Acct# 0712627-9
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 1,275.10	SILMD 190 Acct# 0712628-7
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 438.11	SILMD 191 Acct# 0712629-5
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 318.77	SILMD 192 Acct# 0712630-3
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 784.68	SILMD 193 Acct# 0712631-1
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 263.86	SILMD 194 Acct# 0712632-9
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 219.89	SILMD 195 Acct# 0712633-7

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01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 70.67	SILMD 196 Acct# 0712634-5
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 70.67	SILMD 197 Acct# 0712635-2
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 122.61	SILMD 198 Acct# 0712636-0
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 70.61	SILMD 200 Acct# 0712637-8
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 514.94	SILMD 201 Acct# 0712638-6
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 583.06	SILMD 202 Acct# 0712639-4
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 18.85	SILMD 203 Acct# 0712640-2
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 284.36	SILMD 204 Acct# 0712641-0
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 35.93	SILMD 205 Acct# 0712642-8
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 343.29	SILMD 206 Acct# 0712643-6
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 392.33	SILMD 207 Acct# 0712644-4
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 192.07	SILMD 208 Acct# 0712645-1
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 563.99	SILMD 209 Acct# 0712646-9
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 84.81	SILMD 210 Acct# 0712647-7
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 47.13	SILMD 211 Acct# 0712648-5
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 47.13	SILMD 212 Acct# 0712649-3
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 28.27	SILMD 213 Acct# 0712650-1
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 416.07	SILMD 214 Acct# 0712651-9
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 147.13	SILMD 216 Acct# 0712652-7
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 356.39	SILMD 217 Acct# 0712653-5
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 174.42	SILMD 220 Acct# 0712654-3
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 8.98	SILMD 221 Acct# 0712655-0
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 74.45	SILMD 222 Acct# 0712656-8
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 113.07	SILMD 223 Acct# 0712657-6
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 1,889.17	SILMD 224 Acct# 0712658-4
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 268.70	SILMD 225 Acct# 0712659-2
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 302.90	SILMD 226 Acct# 0712660-0
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 612.81	SILMD 227 Acct# 0712661-8
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 831.46	SILMD 228 Acct# 0712662-6
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 430.07	SILMD 229 Acct# 0712663-4
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 1,003.49	SILMD 230 Acct# 0712664-2
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 602.09	SILMD 231 Acct# 0712665-9
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 2,609.07	SILMD 232 Acct# 0712666-7
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 830.19	SILMD 233 Acct# 0712667-5
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 463.27	SILMD 234 Acct# 0712668-3
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 518.25	SILMD 235 Acct# 0712669-1
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 164.92	SILMD 236 Acct# 0712670-9
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 416.87	SILMD 237 Acct# 0712671-7
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 15.36	SILMD 238 Acct# 0712672-5
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 98.09	SILMD 239 Acct# 0712673-3
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 395.78	SILMD 240 Acct# 0712674-1

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01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 643.01	SILMD 241 Acct# 0712675-8
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 86.00	SILMD 242 Acct# 0712676-6
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 114.69	SILMD 244 Acct# 0712677-4
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 89.28	SILMD 245 Acct# 0712678-2
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 344.06	SILMD 246 Acct# 0712679-0
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 1,200.66	SILMD 247 Acct# 0712680-8
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 2,544.95	SILMD 248 Acct# 0712681-6
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 2,838.46	SILMD 249 Acct# 0718734-7
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 197.90	SILMD 250 Acct# 0719001-0
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 4,074.94	SILMD 251 Acct# 0718801-4
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 573.42	SILMD 252 Acct# 0719162-0
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 2,006.66	SILMD 253 Acct# 0719644-7
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 148.93	SILMD 254 Acct# 0719763-5
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 125.36	SILMD 255 Acct# 0720813-5
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 881.79	SILMD 257 Acct# 0720360-7
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 2,705.87	SILMD 258 Acct# 0720606-3
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 985.62	SILMD 259 Acct# 0720810-1
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 516.09	SILMD 261 Acct# 0720705-3
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 3,255.22	SILMD 262 Acct# 0720937-2
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 644.02	SILMD 263 Acct# 0720716-0
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 162.46	SILMD 264 Acct# 0721427-3
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 362.89	SILMD 265 Acct# 0721556-9
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 57.51	SILMD 266 Acct# 0721684-9
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 433.21	SILMD 270 Acct# 0906944-4
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 1,035.70	SILMD 271 Acct# 0995095-7
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 2,875.96	SILMD 272 Acct# 0905005-5
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 208.99	SILMD 273 Acct# 0926386-4
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 470.46	SILMD 276 Acct# 0961926-3
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 855.42	SILMD 277 Acct# 1058710-3
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 208.89	SILMD 278 Acct# 1087619-1
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 63.71	SILMD 279 Acct# 1124127-0
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 723.98	SILMD 280 Acct# 1045653-1
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 311.75	SILMD 283 Acct# 1172743-5
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 351.14	SILMD 285 Acct# 1206985-2
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 246.34	SILMD 286 Acct# 1296582-8
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 1,836.81	SILMD 288 Acct# 1303978-9
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 220.43	SILMD 289 Acct# 1685375-6
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 167.67	SILMD 290 Acct# 1433921-2
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 630.75	SILMD 292 Acct# 1481532-8
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 245.23	SILMD 293 Acct# 1481534-4
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 490.42	SILMD 294 Acct# 1481535-1

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01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 114.69	SILMD 295 Acct# 1481536-9
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 1,299.64	SILMD 296 Acct# 1481537-7
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 220.69	SILMD 297 Acct# 1481539-3
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 196.17	SILMD 298 Acct# 1481540-1
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 417.50	SILMD 300 Acct# 1662840-6
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 5,051.45	SILMD 301 Acct# 1687005-7
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 268.70	SILMD 302 Acct# 1607534-3
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 759.05	SILMD 305 Acct# 1695873-8
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 177.50	SILMD 306 Acct# 1740353-6
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 3,431.55	SILMD 307 Acct# 2049005-8
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 273.70	SILMD 308 Acct# 2072459-7
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 415.12	SILMD 309 Acct# 2001311-6
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 217.38	SILMD 310 Acct# 2060519-2
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 330.26	SILMD 311 Acct# 3014475-2
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 313.96	SILMD 312 Acct# 3146127-0
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 373.35	SILMD 315 Acct# 3305804-1
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 1,137.59	SILMD 316 Acct# 3291842-7
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 93.89	SILMD 317 Acct# 3253826-6
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 785.94	SILMD 318 Acct# 3372018-6
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 54.58	SILMD 320 Acct# 0712569-3
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 397.65	SILMD 321 Acct# 3338917-2
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 71.60	SILMD 322 Acct# 3402033-9
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 224.69	SILMD 323 Acct# 3597170-4
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 342.28	SILMD 324 Acct# 1246537-3
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 193.33	SILMD 325 Acct# 3587598-8
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 438.34	SILMD 9 Acct# 0712545-3
01/28/2019	820605	NorthWestern Energy	Street/Traffic Oper	\$ 11,931.52	Signal Bills 01.22.2019
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 454.29	SILMD 8 Acct# 0712544-6
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 2,735.62	SILMD 100 Acct# 0712559-4
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 1,622.22	SILMD 99 Acct# 0712558-6
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 13,735.74	SILMD 97 Acct# 0712557-8
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 1,806.29	SILMD 107 Acct# 0712560-2
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 4,530.06	SILMD 109 Acct# 0712561-0
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 186.94	SILMD 113 Acct# 0712562-8
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 974.82	SILMD 114 Acct# 0712563-6
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 130.28	SILMD 130 Acct# 0712579-2
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 344.06	SILMD 129 Acct# 0712578-4
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 514.94	SILMD 128 Acct# 0712577-6
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 735.64	SILMD 127 Acct# 0712576-8
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 200.70	SILMD 126 Acct# 0712575-0
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 401.39	SILMD 125 Acct# 0712574-3

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01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 1,003.49	SILMD 124 Acct# 0712573-5
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 344.06	SILMD 123 Acct# 0712572-7
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 196.17	SILMD 122 Acct# 0712571-9
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 2,580.41	SILMD 121 Acct# 0712570-1
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 158.39	SILMD 119 Acct# 0712568-5
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 240.38	SILMD 118 Acct# 0712567-7
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 229.37	SILMD 115 Acct# 0712564-4
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 3,323.78	SILMD 117 Acct# 0712566-9
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 602.09	SILMD 116 Acct# 0712565-1
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 90.71	SILMD 18 Acct# 0712554-5
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 319.93	SILMD 95 Acct# 0712556-0
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 2,098.01	SILMD 14 Acct# 0721277-2
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 1,269.42	SILMD 17 Acct# 0712553-7
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 2,987.24	SILMD 13 Acct# 0721276-4
01/28/2019	820605	NorthWestern Energy	Light Maintenance	\$ 1,439.47	SILMD 10 Acct# 0712546-1
01/28/2019	820606	NorthWestern Energy	Airport	\$ 466.17	0712809-3. IP-11 Alpine. January 2019
01/28/2019	820606	NorthWestern Energy	Radio	\$ 214.45	0721580-9
01/28/2019	820606	NorthWestern Energy	Facilities Mngmt	\$ 462.73	1160802-3
01/28/2019	820606	NorthWestern Energy	Parking	\$ 702.77	1594282-4
01/28/2019	820606	NorthWestern Energy	Airport	\$ 141.27	1647695-4. De Icer. January 2019
01/28/2019	820606	NorthWestern Energy	General	\$ 5.81	0722237-5
01/28/2019	820606	NorthWestern Energy	Facilities Mngmt	\$ 1,978.06	1160804-9
01/28/2019	820606	NorthWestern Energy	Transit	\$ 355.08	1784756-7
01/28/2019	820606	NorthWestern Energy	Airport	\$ 1,045.38	1993430-6. Car Wash. January 2019
01/28/2019	820606	NorthWestern Energy	Airport	\$ 1,185.95	0100484-5. ARFF Facility. January 2019.
01/28/2019	820606	NorthWestern Energy	Airport	\$ 731.26	0712800-2. IP-9. January 2019 Utilities
01/28/2019	820606	NorthWestern Energy	General	\$ 37.28	0720818-4
01/28/2019	820606	NorthWestern Energy	Facilities Mngmt	\$ 368.62	0975808-7
01/28/2019	820606	NorthWestern Energy	Parks Maintenance	\$ 189.54	1059093-3
01/28/2019	820606	NorthWestern Energy	Airport	\$ 307.07	2001846-1. Mud Wash. January 2019
01/28/2019	820606	NorthWestern Energy	General	\$ 5.84	0722247-4
01/28/2019	820606	NorthWestern Energy	Facilities Mngmt	\$ 2,122.80	1269391-7
01/28/2019	820606	NorthWestern Energy	General	\$ 29.28	0722257-3
01/28/2019	820606	NorthWestern Energy	Airport	\$ 216.78	2001862-8. Detail Bay 3 Enterprise. January 2019
01/28/2019	820606	NorthWestern Energy	General	\$ 91.45	0722255-7
01/28/2019	820606	NorthWestern Energy	Airport	\$ 238.25	2001855-2. Detail Bay 2 National/Alamo. January 2019
01/28/2019	820606	NorthWestern Energy	General	\$ 0.20	0722254-0
01/28/2019	820606	NorthWestern Energy	Airport	\$ 456.12	2001848-7. Detail Bay 1 Hertz. January 2019
01/28/2019	820606	NorthWestern Energy	General	\$ 181.28	0723037-8
01/28/2019	820606	NorthWestern Energy	General	\$ 41.02	0723042-8
01/28/2019	820606	NorthWestern Energy	General	\$ 6.96	0723036-0

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01/28/2019	820606	NorthWestern Energy	General	\$ 4.00	0723044-4
01/28/2019	820606	NorthWestern Energy	General	\$ 11.05	0723055-0
01/28/2019	820606	NorthWestern Energy	General	\$ 22.38	0723056-8
01/28/2019	820606	NorthWestern Energy	General	\$ 11.45	0723057-6
01/28/2019	820606	NorthWestern Energy	General	\$ 17.73	0723058-4
01/28/2019	820606	NorthWestern Energy	General	\$ 5.85	0723162-4
01/28/2019	820606	NorthWestern Energy	Street/Traffic Oper	\$ 5.85	0723644-1
01/28/2019	820606	NorthWestern Energy	Street/Traffic Oper	\$ 5.85	0723645-8
01/28/2019	820606	NorthWestern Energy	General	\$ 31.10	0789437-1
01/28/2019	820606	NorthWestern Energy	General	\$ 74.29	0723035-2
01/28/2019	820606	NorthWestern Energy	General	\$ 46.12	0722933-9
01/28/2019	820606	NorthWestern Energy	General	\$ 6.27	0722905-7
01/28/2019	820606	NorthWestern Energy	Airport	\$ 343.22	1669567-8. TSA Building. January 2019
01/28/2019	820606	NorthWestern Energy	General	\$ 13.49	0722293-8
01/28/2019	820606	NorthWestern Energy	Airport	\$ 149.62	3446396-8. USDA. January 2019
01/28/2019	820606	NorthWestern Energy	General	\$ 98.53	0722266-4
01/28/2019	820606	NorthWestern Energy	Airport	\$ 147.60	2001865-1. Detail Bay 4 Avis/Budget. January 2019
01/28/2019	820606	NorthWestern Energy	General	\$ 10.16	0722269-8
01/28/2019	820606	NorthWestern Energy	Airport	\$ 98.78	2001867-7. Detail Bay 5 Thrifty/Dollar. January 2019
01/28/2019	820606	NorthWestern Energy	General	\$ 11.33	0722292-0
01/28/2019	820606	NorthWestern Energy	Airport	\$ 153.53	1138926-9. Aero Interiors. January 2019
01/28/2019	820606	NorthWestern Energy	Public Safety	\$ (1,123.92)	Jan2019 credit adjust- Tax Cut Jobs Act Refund
01/28/2019	820606	NorthWestern Energy	Airport	\$ 2,342.90	0100483-7. Runway Lights. January 2019
01/28/2019	820606	NorthWestern Energy	General	\$ 128.10	0712536-2
01/28/2019	820606	NorthWestern Energy	Airport	\$ 238.51	0712792-1. IP-7. January 2019
01/28/2019	820606	NorthWestern Energy	General	\$ 7.10	0723090-7
01/28/2019	820606	NorthWestern Energy	General	\$ 97.15	0925496-2
01/28/2019	820606	NorthWestern Energy	Airport	\$ 81.44	3085107-5. Employee Parking. January 2019
01/28/2019	820606	NorthWestern Energy	General	\$ 40.16	0712387-0
01/28/2019	820606	NorthWestern Energy	Airport	\$ 52.29	0719616-5. ARFF Facility Lights. January 2019
01/28/2019	820606	NorthWestern Energy	Parking	\$ 1,813.43	0720834-1
01/28/2019	820606	NorthWestern Energy	Public Safety	\$ 2,418.20	0100476-1: STATION #1 - MONTHLY ELECTRICAL CHARGES
01/28/2019	820606	NorthWestern Energy	Water	\$ 2,998.40	0100540-4
01/28/2019	820606	NorthWestern Energy	Water	\$ 1,034.80	JAN 2019; MONTHLY SERVICE FEES 5809 CANYONWOODS
01/28/2019	820606	NorthWestern Energy	Wastewater	\$ 137.03	JAN 2019 MONTHLY SERVICE FEES 389 62ND ST LS
01/28/2019	820607	Northwestern Energy	Airport	\$ 4,733.00	Invoice #25080748. Parking Lot Light Poles and Fixtures
01/28/2019	820608	PeopleReady Inc	Solid Waste	\$ 2,550.43	Paper Pickers for the Landfill 24301722
01/28/2019	820608	PeopleReady Inc	Solid Waste	\$ 1,932.68	Paper Pickers for the Landfill 24315448
01/28/2019	820608	PeopleReady Inc	Solid Waste	\$ 547.15	Paper Pickers for the Landfill 24324670
01/28/2019	820609	Polydyne Inc	Wastewater	\$ 2,975.74	1309679; CHEMICALS
01/28/2019	820609	Polydyne Inc	Wastewater	\$ 4,144.40	1309730; CHEMICALS

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01/28/2019	820609	Polydyne Inc	Wastewater	\$ 2,975.74	1310548; CHEMICALS
01/28/2019	820611	Public Utilities	Wastewater	\$ 3,177.75	111176
01/28/2019	820613	R & D Systems	Street/Traffic Oper	\$ 3,995.00	Emergency call to repair radio system at repeater
01/28/2019	820615	Scheels All Sports, Inc.	Fire Grants	\$ 2,999.94	STEEL BODY CAGE
01/28/2019	820615	Scheels All Sports, Inc.	Fire Grants	\$ (614.98)	DISCOUNT (10%)
01/28/2019	820615	Scheels All Sports, Inc.	Fire Grants	\$ 3,149.93	210-LB BUMPER SETS
01/28/2019	820624	Sunset Excavation	Water	\$ 19,651.50	CURB VALVE REPAIR LIST 09/07/2018
01/28/2019	820626	T W Enterprises Inc	Water	\$ 1,267.62	39193; GENERATOR SERVICE/MAINTENANCE
01/28/2019	820626	T W Enterprises Inc	Water	\$ 1,267.62	BATTERY WASHERS & FILTERS THOMAS PUMP STATION
01/28/2019	820629	TNT Springs Inc	Fleet	\$ 156.42	180686 PO NUM 307464
01/28/2019	820629	TNT Springs Inc	Solid Waste	\$ 1,060.32	180858
01/28/2019	820629	TNT Springs Inc	Fleet	\$ 1,533.60	180782 PO NUM 307464
01/28/2019	820629	TNT Springs Inc	Solid Waste	\$ 76.00	180859
01/28/2019	820630	Toter Incorporated	Solid Waste	\$ 28,916.91	Truckload of Black 90's for residential service.
01/28/2019	820632	Town & Country Supply	Airport	\$ 8,261.20	Invoice #314407. Diesel for Operations
01/28/2019	820632	Town & Country Supply	Wastewater	\$ 472.75	WWTP FUEL
01/28/2019	820632	Town & Country Supply	Public Safety	\$ 826.12	31493: FIRE 1 DIESEL #1 DYED DELIVERED 1/16/2019
01/28/2019	820632	Town & Country Supply	Wastewater	\$ (82.73)	Corrected difference as credit
01/28/2019	820632	Town & Country Supply	Public Safety	\$ 579.97	314092: FIRE 5 - DIESEL
01/28/2019	820632	Town & Country Supply	Fleet	\$ 7,499.72	314406 PO NUM 307467
01/28/2019	820632	Town & Country Supply	Transit	\$ 11,316.06	314477 PO NUM 307468
01/28/2019	820632	Town & Country Supply	Public Safety	\$ 406.80	31493: FIRE 1 UNLEADED DELIVERED 1/16/2019
01/28/2019	820633	Tractor & Equipment	Solid Waste	\$ 1,674.79	Parts for Landfill equipment BLCS0692728
01/28/2019	820633	Tractor & Equipment	Solid Waste	\$ 142.10	Parts for Landfill equipment BLCS0693816
01/28/2019	820633	Tractor & Equipment	Solid Waste	\$ 1,298.57	Parts for Landfill equipment BLCS0694389
01/28/2019	820633	Tractor & Equipment	Solid Waste	\$ 108.84	Parts for Landfill equipment BLCS0694567
01/28/2019	820633	Tractor & Equipment	Solid Waste	\$ 133.58	Parts for Landfill equipment BLCS0694568
01/28/2019	820635	Tristate Equipment	Street/Traffic Oper	\$ 201.78	M15575
01/28/2019	820635	Tristate Equipment	Fleet	\$ 64.08	M15836 PO NUM 307465
01/28/2019	820635	Tristate Equipment	Street/Traffic Oper	\$ 31.00	M15575
01/28/2019	820635	Tristate Equipment	Solid Waste	\$ 1,174.26	M15785
01/28/2019	820635	Tristate Equipment	Solid Waste	\$ 105.74	M15718
01/28/2019	820635	Tristate Equipment	Solid Waste	\$ 4,990.73	M31754
01/28/2019	820645	Western States Automation	Water	\$ 4,908.60	9275; CONTROL STRUCTURE C-1 FLOW
01/28/2019	820646	Wilkins	Public Safety	\$ 104.40	CLASS/REGISTRATION FEES:
01/28/2019	820646	Wilkins	Public Safety	\$ 2,378.95	TUITION COSTS
01/28/2019	820646	Wilkins	Public Safety	\$ 100.05	TUITION BOOK COSTS
01/28/2019	820652	Yllwstn Valley Animal Shelter	Public Safety	\$ 22,855.58	contract 12-22-18/1-21-19

Regular City Council Meeting

Meeting Date: 02/25/2019

TITLE: Payment of Claims February 4, 2019

PRESENTED BY: Andy Zoeller, Finance Director

Department: City Hall Administration

Presentation: No

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$4,233,746.02 have been audited and are presented for City Council payment approval. A complete listing of the claims dated February 4, 2019, 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 Council approve the Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

councilmemo_02042019

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2019	820654	360 Office Solutions Inc	Public Safety	\$ (32.99)	275229-0: CALENDAR REFILL 12010: PAID TWICE
02/04/2019	820654	360 Office Solutions Inc	Water	\$ 489.31	276820-0; DESK SHELL, BOX FILE, 36 W 2-DRW
02/04/2019	820654	360 Office Solutions Inc	Wastewater	\$ 326.21	276820-0; DESK SHELL, BOX FILE, 36 W 2-DRW
02/04/2019	820654	360 Office Solutions Inc	Water	\$ 409.03	287017-0; CHELSEA'S DESK
02/04/2019	820654	360 Office Solutions Inc	Wastewater	\$ 272.69	287017-0; CHELSEA'S DESK
02/04/2019	820654	360 Office Solutions Inc	Public Safety	\$ 37.72	302022-0: STAPLES, FILE FOLDERS, LJ TONER
02/04/2019	820654	360 Office Solutions Inc	Public Safety	\$ 316.12	302022-0: STAPLES, FILE FOLDERS, LJ TONER
02/04/2019	820654	360 Office Solutions Inc	Public Safety	\$ 325.00	911: FURNITURE INSTALL/MOVE EXISTING
02/04/2019	820654	360 Office Solutions Inc	Water	\$ 2,490.00	IN80184; FY19 TRP F.S.
02/04/2019	820654	360 Office Solutions Inc	Wastewater	\$ 1,660.00	IN80184; FY19 TRP F.S.
02/04/2019	820654	360 Office Solutions Inc	Water	\$ 2,970.00	IN80185; FY19 TRP F.S.
02/04/2019	820654	360 Office Solutions Inc	Wastewater	\$ 1,980.00	IN80185; FY19 TRP F.S.
02/04/2019	820654	360 Office Solutions Inc	Public Safety	\$ (7.92)	RETURNED PLANTRONICS HEADSET EAR CUSHIONS
02/04/2019	820660	Advanced Eng & Enviro	Water	\$ 530.00	WO 18-18 WTP Bio-Filtration Study; 61382/7
02/04/2019	820660	Advanced Eng & Enviro	Water	\$ 25,281.55	WO 18-21 WTP Intake Redundancy; 61435/5
02/04/2019	820662	Advanced Traffic Products	Street/Traffic Oper	\$ 17,790.00	Opticom 762, 2 channel phase selector
02/04/2019	820665	Alfa Laval	Wastewater	\$ 32,594.20	REFURBISH SPARE DS401 ROTATING ASSEMBLY UNIT
02/04/2019	820665	Alfa Laval	Wastewater	\$ 1,846.35	279002724; BUSHING FOR CENTRIFUGE
02/04/2019	820670	Archie Cochrane	Public Safety	\$ 159.06	4041: KEYLESS ENTRY REMOTES
02/04/2019	820670	Archie Cochrane	Public Safety	\$ 159.06	4042: KEYLESS ENTRY REMOTES
02/04/2019	820670	Archie Cochrane	Public Safety	\$ 111.60	5267773
02/04/2019	820670	Archie Cochrane	Fleet	\$ 107.88	5268183 PO NUM 307476
02/04/2019	820670	Archie Cochrane	Fleet	\$ 64.84	5269040 PO NUM 307547
02/04/2019	820670	Archie Cochrane	Public Safety	\$ 145.02	5269266
02/04/2019	820670	Archie Cochrane	Transit	\$ 56.45	5270700
02/04/2019	820670	Archie Cochrane	Transit	\$ 113.74	5270845 PO NUM 307472
02/04/2019	820670	Archie Cochrane	Transit	\$ 157.62	5271322
02/04/2019	820670	Archie Cochrane	Property Ins	\$ 2,130.64	Inv. 846743-1
02/04/2019	820670	Archie Cochrane	Public Safety	\$ 35.89	5267855
02/04/2019	820670	Archie Cochrane	Fleet	\$ 25.42	5268183 PO NUM 307476
02/04/2019	820670	Archie Cochrane	Public Safety	\$ 136.59	5269655
02/04/2019	820670	Archie Cochrane	Fleet	\$ 190.34	5269655 PO NUM 307547
02/04/2019	820670	Archie Cochrane	Transit	\$ (75.00)	5271327
02/04/2019	820670	Archie Cochrane	Fleet	\$ 25.42	5268253 PO NUM 307476
02/04/2019	820670	Archie Cochrane	Public Safety	\$ 28.95	5268505
02/04/2019	820670	Archie Cochrane	Street/Traffic Oper	\$ 44.77	5269776
02/04/2019	820670	Archie Cochrane	Fleet	\$ 81.86	5270103 PO NUM 307547
02/04/2019	820670	Archie Cochrane	Fleet	\$ 380.68	5268422 PO NUM 307476
02/04/2019	820670	Archie Cochrane	Public Safety	\$ 222.49	5268772
02/04/2019	820670	Archie Cochrane	Public Safety	\$ 147.10	5269834
02/04/2019	820670	Archie Cochrane	Street/Traffic Oper	\$ 24.34	5268788

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2019	820670	Archie Cochrane	Public Safety	\$ 294.85	5269911
02/04/2019	820670	Archie Cochrane	Public Safety	\$ 468.24	5268880
02/04/2019	820670	Archie Cochrane	Public Safety	\$ 22.23	5268983
02/04/2019	820670	Archie Cochrane	P.W. Admin	\$ 280.00	739979
02/04/2019	820671	Askin Construction LLC	Gas Tax	\$ 34,308.30	Poet Streets - Overlay & Curb; RetRel
02/04/2019	820671	Askin Construction LLC	Sidewalk Construction	\$ 7,531.09	Poet Streets - Overlay & CurbRetRel
02/04/2019	820672	AT & T Corp	Public Safety	\$ 1,111.29	Fire Department Cell Phones
02/04/2019	820672	AT & T Corp	Public Safety	\$ 2,916.35	Police Department Cell Phone
02/04/2019	820672	AT & T Corp	Public Safety	\$ 224.99	Police Department Cell Phone
02/04/2019	820672	AT & T Corp	Information Resources	\$ 47.22	IT Department -On call Phone
02/04/2019	820672	AT & T Corp	Information Resources	\$ 21.51	IT Department -On call Phone
02/04/2019	820672	AT & T Corp	Public Safety	\$ 240.84	Animal Control -MDT
02/04/2019	820672	AT & T Corp	Parking	\$ 43.25	Parking Division Meter Maintenance
02/04/2019	820672	AT & T Corp	Public Safety	\$ 330.57	Animal Control Cell Phones
02/04/2019	820672	AT & T Corp	Building Inspection	\$ 401.40	PW-Building Tablets (Planning)
02/04/2019	820672	AT & T Corp	Building Inspection	\$ 439.50	PW-Building Cell Phones
02/04/2019	820672	AT & T Corp	Public Safety	\$ 4,104.23	Police MDT Toughbooks
02/04/2019	820672	AT & T Corp	Transit	\$ 453.60	MET Transit Tablets
02/04/2019	820672	AT & T Corp	Public Safety	\$ 602.10	MDT Fire
02/04/2019	820672	AT & T Corp	Public Safety	\$ 183.32	Police -Resource Officers
02/04/2019	820672	AT & T Corp	Airport	\$ 56.72	Airport
02/04/2019	820672	AT & T Corp	Water	\$ 25.00	Jared Lausch- PW Dist Collection
02/04/2019	820672	AT & T Corp	Wastewater	\$ 16.66	Jared Lausch- PW Dist Collection
02/04/2019	820673	AT & T Corp	Wastewater	\$ 843.90	PWBLKNP Electricians -Phones
02/04/2019	820673	AT & T Corp	Wastewater	\$ 146.47	PWBLKNP OFFICE -60/40
02/04/2019	820673	AT & T Corp	Water	\$ 97.65	PWBLKNP OFFICE -60/40
02/04/2019	820673	AT & T Corp	Wastewater	\$ 1,398.15	PWBLNP-WWTRMNT1 Wastewater Treatment Plant
02/04/2019	820673	AT & T Corp	Water	\$ 1,679.93	PWBELKNAP-WT Water Treatment
02/04/2019	820673	AT & T Corp	Telephone System	\$ 87.18	TEST EPTT
02/04/2019	820673	AT & T Corp	General	\$ 454.07	PRPL - Recreation Division
02/04/2019	820673	AT & T Corp	Wastewater	\$ 393.38	PWBELKNAP-DIST COLL 60/40
02/04/2019	820673	AT & T Corp	Water	\$ 176.55	PWBLKNP MTRSHOP
02/04/2019	820673	AT & T Corp	Wastewater	\$ 3.59	PWBLKNP STORES -75/25
02/04/2019	820673	AT & T Corp	Water	\$ 10.78	PWBLKNP STORES -75/25
02/04/2019	820673	AT & T Corp	Water	\$ 51.25	PWBLNP Comm-Meter
02/04/2019	820673	AT & T Corp	General	\$ 927.54	Code Enforcement
02/04/2019	820673	AT & T Corp	General	\$ 276.36	City Attorney -Legal
02/04/2019	820673	AT & T Corp	Wastewater	\$ 20.66	PW-Distribution Collection Tablets 60/40
02/04/2019	820673	AT & T Corp	Water	\$ 590.06	PWBELKNAP-DIST COLL 60/40
02/04/2019	820673	AT & T Corp	Water	\$ 31.00	PW-Distribution Collection Tablets 60/40
02/04/2019	820686	Brenntag Pacific Inc	Street/Traffic Oper	\$ 7,841.00	hicothaw liquid used to melt snow on streets

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2019	820687	Bridgestone/Firestone	Transit	\$ 1,492.60	6482671524
02/04/2019	820687	Bridgestone/Firestone	Transit	\$ 1,323.08	6482671526
02/04/2019	820689	Business Tax Section	Airport	\$ 410.52	Make-up Air unites for Airport Terminal Building Kitchen
02/04/2019	820689	Business Tax Section	Airport	\$ 91.83	Invoice #2477. Swank Retainage Release
02/04/2019	820689	Business Tax Section	Wastewater	\$ 14,070.65	WO 14-11 Water Reclamation Facility Nutrient Upgrade /19
02/04/2019	820689	Business Tax Section	Storm Sewer	\$ 60.95	EBURD 10th to 13th Infrastructure
02/04/2019	820689	Business Tax Section	Airport	\$ 280.00	Terminal Water Chiller Replacement Project
02/04/2019	820689	Business Tax Section	Wastewater	\$ 16,438.89	WO 14-11 Water Reclamation Facility Nutrient Upgrade /20
02/04/2019	820689	Business Tax Section	Wastewater	\$ 40.60	EBURD 10th to 13th Infrastructure
02/04/2019	820689	Business Tax Section	Sidewalk Construction	\$ 76.07	Poet Streets - Overlay & CurbRetRel WO1810 Askin
02/04/2019	820689	Business Tax Section	Gas Tax	\$ 346.55	Poet Streets - Overlay & CurbRetRel WO1810 Askin
02/04/2019	820689	Business Tax Section	SID Construction	\$ 99.00	EBURD 10th to 13th Infrastructure
02/04/2019	820689	Business Tax Section	Tax Increment East	\$ 299.45	EBURD 10th to 13th Infrastructure
02/04/2019	820691	Century Link	Telephone System	\$ 80.30	406-248-3329 Airport Measured Lines 406-248-9989
02/04/2019	820691	Century Link	General	\$ 43.04	406-652-8403 Stewart Park Batting Cages
02/04/2019	820691	Century Link	Information Resources	\$ 39.78	406-245-4437 Kenco Security Alarm IT Alarm
02/04/2019	820691	Century Link	Telephone System	\$ 124.41	406-657-3009 PUD Measured Lines 406-247-8579
02/04/2019	820691	Century Link	Public Safety	\$ 39.07	406-245-6600 Crime Prevention Alarm
02/04/2019	820691	Century Link	General	\$ 39.05	406-657-3014 Parks 3890 Stillwater
02/04/2019	820691	Century Link	Public Safety	\$ 40.15	406-245-1743 Fire Elevator
02/04/2019	820691	Century Link	Parking	\$ 39.05	406-657-3054 Park 1 Elevator Phone
02/04/2019	820691	Century Link	Solid Waste	\$ 63.68	406-245-7193 Solid Waste Landfill
02/04/2019	820691	Century Link	Telephone System	\$ 85.36	406-252-3774 BOC Measured Lines 406-252-3789
02/04/2019	820691	Century Link	Parking	\$ 49.42	406-252-2041 Park 2 Elevator Phone
02/04/2019	820691	Century Link	EOC 911	\$ 0.25	406-255-9702 E911 Backup Line 4 Call Reroute
02/04/2019	820691	Century Link	Airport	\$ 58.29	406-252-0721 Airport 1FB Line
02/04/2019	820691	Century Link	Public Safety	\$ 49.42	406-655-0728 Fire Maintenance Shop
02/04/2019	820691	Century Link	Street/Traffic Oper	\$ 39.05	406-245-9906 PW Traffic Signal 4th 27
02/04/2019	820691	Century Link	General	\$ 54.18	406-652-5507 Parks
02/04/2019	820691	Century Link	Telephone System	\$ 87.77	406-248-9124 Met Measured Lines 406-248-9179
02/04/2019	820691	Century Link	Street/Traffic Oper	\$ 40.15	406-652-8104 PW Traffic Signal 24 Central
02/04/2019	820691	Century Link	Solid Waste	\$ 117.65	406-245-9820 Solid Waste Landfil
02/04/2019	820691	Century Link	General	\$ 49.42	406-652-0269 Cemetery FAX Line
02/04/2019	820691	Century Link	Airport	\$ 39.05	406-245-1044 Airport Terminal Power M
02/04/2019	820691	Century Link	Airport	\$ 98.84	406-252-9412 Airport
02/04/2019	820691	Century Link	Transit	\$ 50.82	406-254-7038 MET Transit
02/04/2019	820691	Century Link	EOC 911	\$ 7,308.11	406-255-9700 E911
02/04/2019	820695	Civicplus	Airport	\$ 274.24	Quarterly Civic Send Airport
02/04/2019	820695	Civicplus	Airport	\$ 537.47	Quarterly Custom Mobile App Fee Airport
02/04/2019	820695	Civicplus	Information Resources	\$ 5,845.49	Quarterly Hosting & Support Fees
02/04/2019	820695	Civicplus	Information Resources	\$ 274.24	Quarterly CivicSend IT

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2019	820695	Civicplus	Information Resources	\$ 75.00	SSL Certificate Quarterly Fee Renewal
02/04/2019	820700	Cummins Rocky Mountain	Solid Waste	\$ 39.45	2380
02/04/2019	820700	Cummins Rocky Mountain	Solid Waste	\$ 1,558.93	2433
02/04/2019	820700	Cummins Rocky Mountain	Solid Waste	\$ 30.00	2215
02/04/2019	820700	Cummins Rocky Mountain	Solid Waste	\$ 423.42	2976
02/04/2019	820700	Cummins Rocky Mountain	Solid Waste	\$ 119.31	2215
02/04/2019	820700	Cummins Rocky Mountain	Solid Waste	\$ (50.00)	2857
02/04/2019	820700	Cummins Rocky Mountain	Transit	\$ 71.07	38-2906
02/04/2019	820700	Cummins Rocky Mountain	Transit	\$ 58.02	38-2862
02/04/2019	820700	Cummins Rocky Mountain	Transit	\$ (125.00)	38-3262
02/04/2019	820700	Cummins Rocky Mountain	Solid Waste	\$ 30.00	1897
02/04/2019	820700	Cummins Rocky Mountain	Fleet	\$ 231.36	2380 PO NUM 307477
02/04/2019	820700	Cummins Rocky Mountain	Solid Waste	\$ (8.82)	2682
02/04/2019	820700	Cummins Rocky Mountain	Solid Waste	\$ 181.50	1897
02/04/2019	820700	Cummins Rocky Mountain	Fleet	\$ 694.08	2113 PO NUM 307477
02/04/2019	820700	Cummins Rocky Mountain	Solid Waste	\$ 144.62	2661
02/04/2019	820700	Cummins Rocky Mountain	Fleet	\$ 410.82	2724 PO NUM 307550
02/04/2019	820700	Cummins Rocky Mountain	Transit	\$ 135.21	38-2658
02/04/2019	820700	Cummins Rocky Mountain	Transit	\$ 1,355.46	38-3260
02/04/2019	820702	Dana Safety Supply Inc	Public Safety	\$ 516.44	548392
02/04/2019	820702	Dana Safety Supply Inc	Public Safety	\$ 821.68	LINAR SURFACE MOUNT LIGHT HEADS TLIR
02/04/2019	820702	Dana Safety Supply Inc	Public Safety	\$ 369.78	REMOTE SIREN W/HANDHELD MIC CONTROLLER
02/04/2019	820702	Dana Safety Supply Inc	Public Safety	\$ 390.60	WHELEN OMNI LIGHTHEAD; BRACKET
02/04/2019	820702	Dana Safety Supply Inc	Public Safety	\$ 520.00	548680
02/04/2019	820702	Dana Safety Supply Inc	Public Safety	\$ 28.89	550591
02/04/2019	820705	Desert Mountain Corporation	Street/Traffic Oper	\$ 5,053.58	ice slicer used to melt snow on streets
02/04/2019	820705	Desert Mountain Corporation	Street/Traffic Oper	\$ 3,921.31	ice slicer used to melt snow on streets
02/04/2019	820705	Desert Mountain Corporation	Street/Traffic Oper	\$ 4,397.35	ice slicer used to melt snow on streets
02/04/2019	820706	Downtown Billings Partnership	Tax Increment N 27th	\$ 23,286.75	179 January 2019 Urban Revitalization District
02/04/2019	820707	Duval Ford LLC	Public Safety	\$ 31,623.68	White Police Interceptor Sport Utility Vehicle - Fire
02/04/2019	820707	Duval Ford LLC	Public Safety	\$ 31,623.68	White Police Interceptor Sport Utility Vehicle- Fire
02/04/2019	820709	Ecoverse Industries Ltd	Solid Waste	\$ 1,393.82	Parts for Landfill Shredder 72112
02/04/2019	820709	Ecoverse Industries Ltd	Solid Waste	\$ 8,911.74	Parts for the grinder at the Landfill 72184
02/04/2019	820709	Ecoverse Industries Ltd	Solid Waste	\$ (5,872.45)	Returned Belts for Landfill Equipment
02/04/2019	820711	Empire Garage Owners	Parking	\$ 7,837.42	1212019_ City of Billings January Assessment
02/04/2019	820712	Empire Heating & Cooling	Airport	\$ 40,641.48	Make-up Air unites for Airport Terminal Building Kitchen
02/04/2019	820717	First Montana Title Co	CDBG	\$ 15,000.00	FTHB Haley Christie 2016 11th Avenue North
02/04/2019	820718	First Montana Title Co	CDBG	\$ 15,000.00	FTHB Sara Reinhart 1028 Comptition
02/04/2019	820727	HCL Truck Equipment Inc	Water	\$ 6,499.02	V-PLOW AND HYDRAULIC LIFT KIT FOR VEHICLE 7344
02/04/2019	820728	HDR, Inc.	Water	\$ 49,734.75	Leavens Reservoir Expansion & Zone 1 Improvements
02/04/2019	820728	HDR, Inc.	Solid Waste	\$ 11,229.47	WO 18-37 Landfill Master Plan 120065246/6

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2019	820728	HDR, Inc.	Wastewater	\$ 126,018.39	Nutrient Upgrade Expansion & Improvements
02/04/2019	820728	HDR, Inc.	Water	\$ 1,150.06	Filter Building Console Replacement
02/04/2019	820731	I-State Truck, Inc.	Street/Traffic Oper	\$ 21.45	C251257770.01
02/04/2019	820731	I-State Truck, Inc.	Street/Traffic Oper	\$ 42.02	C251257912.01
02/04/2019	820731	I-State Truck, Inc.	Solid Waste	\$ 76.50	C251258051.01
02/04/2019	820731	I-State Truck, Inc.	Street/Traffic Oper	\$ 246.84	C251258217.01
02/04/2019	820731	I-State Truck, Inc.	Street/Traffic Oper	\$ 1,395.17	C251258208.01
02/04/2019	820731	I-State Truck, Inc.	Solid Waste	\$ 21.45	C251258051.01
02/04/2019	820731	I-State Truck, Inc.	Street/Traffic Oper	\$ 82.09	C251258346.01
02/04/2019	820731	I-State Truck, Inc.	Solid Waste	\$ 928.90	C251258336.01
02/04/2019	820731	I-State Truck, Inc.	Street/Traffic Oper	\$ 1,348.26	C251258302.01
02/04/2019	820731	I-State Truck, Inc.	Street/Traffic Oper	\$ 25.00	C251258302.01
02/04/2019	820731	I-State Truck, Inc.	Street/Traffic Oper	\$ 219.62	C251257770.01
02/04/2019	820731	I-State Truck, Inc.	Street/Traffic Oper	\$ 109.64	C251258394.01
02/04/2019	820731	I-State Truck, Inc.	Solid Waste	\$ (90.20)	C251258392.01
02/04/2019	820731	I-State Truck, Inc.	Street/Traffic Oper	\$ (230.00)	C251258422.01
02/04/2019	820732	Iaff	Sidewalk Debt Svc	\$ 4,683.09	Payroll Summary
02/04/2019	820735	InfoSend Inc	Water	\$ 7,642.72	MONTHLY STATEMENT PRINTING & MAILING FEES
02/04/2019	820735	InfoSend Inc	Water	\$ 1,910.68	MONTHLY STATEMENT PRINTING & MAILING FEES
02/04/2019	820735	InfoSend Inc	Wastewater	\$ 5,095.14	MONTHLY STATEMENT PRINTING & MAILING FEES
02/04/2019	820735	InfoSend Inc	Wastewater	\$ 1,273.78	MONTHLY STATEMENT PRINTING & MAILING FEES
02/04/2019	820737	Intermountain Traffic, LLC	Arterial Streets	\$ 35,750.00	WO 19-99 2019 Signal Upgrade; 5000/5F
02/04/2019	820739	Interstate Power Systems	Solid Waste	\$ 8,808.06	PARTS AND LABOR FOR 0252
02/04/2019	820739	Interstate Power Systems	Solid Waste	\$ 297.36	LABOR FOR UNIT 0252
02/04/2019	820742	Johnson Controls Inc.	Airport	\$ 2,650.00	Invoice #1-84033181776. Badge Order for Airport Police
02/04/2019	820743	Kadmas Lee & Jackson	Storm Sewer	\$ 17,887.69	Hilltop Rd & Aronson Ave Storm Drain Extension
02/04/2019	820745	King And King LLC	Tax Increment South	\$ 209,261.57	TIF reimbursement for parking lot agreement
02/04/2019	820746	Knife River	Street/Traffic Oper	\$ 19,300.00	Snow Plowing and Hauling
02/04/2019	820746	Knife River	Street/Traffic Oper	\$ 2,906.74	winter sand material
02/04/2019	820746	Knife River	Street/Traffic Oper	\$ 186.42	1 1/2" crushed base
02/04/2019	820747	L N Curtis	Public Safety	\$ (870.00)	CREDIT: returned Supraflex pullon boots, size 9.5W & 12M
02/04/2019	820747	L N Curtis	Public Safety	\$ 375.00	STREAMLIGHT FLASHLIGHTS, YELLOW 4AA
02/04/2019	820747	L N Curtis	Public Safety	\$ 870.00	STRUCTURAL FIRE BOOTS
02/04/2019	820747	L N Curtis	Public Safety	\$ 1,208.00	GLOBE GXTREME 3.0 COATS AND GLOBE GXCEL PANT
02/04/2019	820747	L N Curtis	Public Safety	\$ 39,852.00	GLOBE GXTREME 3.0 COATS AND GLOBE GXCEL PANT
02/04/2019	820747	L N Curtis	Public Safety	\$ (1,208.00)	GLOBE JACKET
02/04/2019	820760	Montana CSED	Sidewalk Debt Svc	\$ 3,535.23	Payroll Summary
02/04/2019	820761	Montana Dakota Utilities Co	General	\$ 37.75	061 943 1000 6
02/04/2019	820761	Montana Dakota Utilities Co	CDBG	\$ 89.28	FORECLOSURE Program - 215 19th St W
02/04/2019	820761	Montana Dakota Utilities Co	CDBG	\$ 57.40	FORECLOSURE Program - 30 S Plainview Street
02/04/2019	820761	Montana Dakota Utilities Co	Water	\$ 303.25	010 490 1000 0

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2019	820761	Montana Dakota Utilities Co	Water	\$ 69.57	110 490 1000 9
02/04/2019	820761	Montana Dakota Utilities Co	Wastewater	\$ 304.10	310 490 1000 7
02/04/2019	820761	Montana Dakota Utilities Co	Water	\$ 1,047.36	410 490 1000 6
02/04/2019	820761	Montana Dakota Utilities Co	Wastewater	\$ 349.13	410 490 1000 6
02/04/2019	820761	Montana Dakota Utilities Co	Facilities Mngmt	\$ 373.02	130 733 1000 8
02/04/2019	820761	Montana Dakota Utilities Co	Water	\$ 454.69	209 077 5055 6
02/04/2019	820761	Montana Dakota Utilities Co	Water	\$ 448.15	210 490 1000 8
02/04/2019	820761	Montana Dakota Utilities Co	Water	\$ 912.33	310 490 1000 7
02/04/2019	820761	Montana Dakota Utilities Co	Water	\$ 117.25	510 490 1000 5
02/04/2019	820761	Montana Dakota Utilities Co	Water	\$ 65.37	527 033 1000 4
02/04/2019	820761	Montana Dakota Utilities Co	General	\$ 474.37	571 295 3342 8
02/04/2019	820761	Montana Dakota Utilities Co	Water	\$ 102.94	566 923 1000 8
02/04/2019	820761	Montana Dakota Utilities Co	Public Safety	\$ 525.43	442 190 1000 4
02/04/2019	820761	Montana Dakota Utilities Co	Water	\$ 4,847.29	500 490 1000 7
02/04/2019	820761	Montana Dakota Utilities Co	General	\$ 92.22	371 101 1000 6
02/04/2019	820761	Montana Dakota Utilities Co	Water	\$ 73.82	600 490 1000 6
02/04/2019	820761	Montana Dakota Utilities Co	Water	\$ 73.82	600 490 1000 6
02/04/2019	820761	Montana Dakota Utilities Co	Water	\$ 181.64	610 490 1000 4
02/04/2019	820761	Montana Dakota Utilities Co	Water	\$ 136.93	666 923 1000 7
02/04/2019	820761	Montana Dakota Utilities Co	Water	\$ 442.17	700 490 1000 5
02/04/2019	820761	Montana Dakota Utilities Co	Facilities Mngmt	\$ 3,542.81	757 633 1000 2
02/04/2019	820761	Montana Dakota Utilities Co	Solid Waste	\$ 1,610.73	770 390 1000 2
02/04/2019	820761	Montana Dakota Utilities Co	Water	\$ 68.74	800 490 1000 4
02/04/2019	820761	Montana Dakota Utilities Co	Water	\$ 157.19	832 001 1000 1
02/04/2019	820761	Montana Dakota Utilities Co	Wastewater	\$ 71.73	868 563 1000 7
02/04/2019	820761	Montana Dakota Utilities Co	Water	\$ 684.03	900 490 1000 3
02/04/2019	820761	Montana Dakota Utilities Co	General	\$ 146.47	927 890 1000 3
02/04/2019	820761	Montana Dakota Utilities Co	Facilities Mngmt	\$ 5,774.39	989 733 1000 0
02/04/2019	820761	Montana Dakota Utilities Co	Facilities Mngmt	\$ 800.28	993 733 1000 4
02/04/2019	820763	MT Dept Of Transportation	Water	\$ 12,236.92	27th St - 1st Ave to Airport. Adjust Valve Box & Manhole
02/04/2019	820763	MT Dept Of Transportation	Wastewater	\$ 1,512.43	27th St - 1st Ave to Airport. Adjust Valve Box & Manhole
02/04/2019	820763	MT Dept Of Transportation	Transit	\$ 11,880.00	Local match for 1 Paratransit Van
02/04/2019	820764	MT Law Enforcement Academy	Public Safety	\$ 4,500.00	LEOB 167 1/9/19-3/29/19 for Plotner, Abel & Robidoux
02/04/2019	820764	MT Law Enforcement Academy	Public Safety	\$ 1,800.00	Montana Law Enforcement Academy tuition
02/04/2019	820766	Montana Rail Link Inc	Street/Traffic Oper	\$ 2,528.64	Crossing signal maintenance- Gabel Rd
02/04/2019	820767	Montana Rail Link Inc	Tax Increment N 27th	\$ 3,189.15	MRL2018498 Quiet Zone Maintenance Jan 2018-Dec 2018
02/04/2019	820769	Montana State Fireman	Sidewalk Debt Svc	\$ 4,020.98	Payroll Summary
02/04/2019	820770	Morrison Maierle Inc	Water	\$ 29,773.02	WO 17-16 Zone 4 North Fox Pump Station; 194030/14
02/04/2019	820770	Morrison Maierle Inc	Wastewater	\$ 32,653.54	2018 Water & Sewer Sch 2 Sanitary Sewer
02/04/2019	820770	Morrison Maierle Inc	Airport	\$ 12,188.52	Pavement Condition Index Survey - Federal Share
02/04/2019	820770	Morrison Maierle Inc	Airport	\$ 1,354.28	Pavement Condition Index Survey - Local Share

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2019	820773	Moulton Bellingham PC	General	\$ 9,743.50	Inv.#128470 Good Stuff v. COB
02/04/2019	820773	Moulton Bellingham PC	General	\$ 2,165.00	Inv.#128543 Ernie Watters et al v. COB
02/04/2019	820773	Moulton Bellingham PC	General	\$ 40.00	Inv.#128561 Ron S. Hill v. COB
02/04/2019	820773	Moulton Bellingham PC	General	\$ 280.00	Inv.#128562 Stone et al v. COB
02/04/2019	820773	Moulton Bellingham PC	General	\$ 17,493.50	Inv.#128563 Terry Houser WWFF
02/04/2019	820775	MPPA	Sidewalk Debt Svc	\$ 3,360.00	Payroll Summary
02/04/2019	820776	Mt Dept Of Labor & Industry	Building Inspection	\$ 4,144.00	I19-015127 Mt Dept Of Labor & Industry
02/04/2019	820783	NorthWestern Energy	Public Safety	\$ 320.67	0712537-0
02/04/2019	820783	NorthWestern Energy	P.W. Admin	\$ 108.71	0698856-2 #1741314-7
02/04/2019	820783	NorthWestern Energy	Engineering	\$ 434.85	0698856-2 #1741314-7
02/04/2019	820783	NorthWestern Energy	Airport	\$ 23,141.03	0100482-9. Vault Main. January 2019
02/04/2019	820783	NorthWestern Energy	General	\$ 1,080.90	0100506-5 billing date 1/18/19
02/04/2019	820783	NorthWestern Energy	Facilities Mngmt	\$ 3,702.78	0100507-3
02/04/2019	820783	NorthWestern Energy	General	\$ 95.04	0712683-2
02/04/2019	820783	NorthWestern Energy	Transit	\$ 18.75	0712764-0
02/04/2019	820783	NorthWestern Energy	Water	\$ 938.86	0722252-4
02/04/2019	820783	NorthWestern Energy	Parking	\$ 628.12	0720829-1
02/04/2019	820783	NorthWestern Energy	Public Safety	\$ 283.84	0720840-8
02/04/2019	820783	NorthWestern Energy	Public Safety	\$ 236.25	1984150-1
02/04/2019	820783	NorthWestern Energy	Public Safety	\$ 189.49	1984155-0
02/04/2019	820783	NorthWestern Energy	Parking	\$ 989.15	1569636-2
02/04/2019	820783	NorthWestern Energy	General	\$ 5.85	0831702-6
02/04/2019	820783	NorthWestern Energy	Water	\$ 497.31	0723043-6
02/04/2019	820783	NorthWestern Energy	General	\$ 1,773.76	3602454-5
02/04/2019	820783	NorthWestern Energy	Parking	\$ 1,727.61	3067416-2
02/04/2019	820783	NorthWestern Energy	Wastewater	\$ 601.74	2132749-9
02/04/2019	820783	NorthWestern Energy	Parking	\$ 35.58	3463478-2
02/04/2019	820783	NorthWestern Energy	General	\$ 60.01	3602453-7
02/04/2019	820783	NorthWestern Energy	Parking	\$ 453.85	3279035-4
02/04/2019	820791	Pioneer Technical Services	Solid Waste	\$ 3,759.14	WO 18-32 Landfill - Jellison Rd Slope Stabilization; 11007/1
02/04/2019	820792	Plumb MT INC	Airport	\$ 27,720.00	Terminal Water Chiller Replacement Project
02/04/2019	820797	Rhithron Associates Inc	Wastewater	\$ 3,000.00	YELLOWSTONE RIVER SAMPLING AND ANALYSIS PLAN
02/04/2019	820797	Rhithron Associates Inc	Wastewater	\$ 3,450.00	YELLOWSTONE RIVER SAMPLING AND ANALYSIS PLAN
02/04/2019	820803	Sletten Construction	Wastewater	\$ 1,627,450.43	WO 14-11 Water Reclamation Facility Nutrient Upgrade / 20
02/04/2019	820803	Sletten Construction	Wastewater	\$ 1,392,994.34	WO 14-11 Water Reclamation Facility Nutrient Upgrade /19
02/04/2019	820804	Solid Waste Systems Inc	Solid Waste	\$ 274.99	11408
02/04/2019	820804	Solid Waste Systems Inc	Solid Waste	\$ 281.36	110386
02/04/2019	820804	Solid Waste Systems Inc	Solid Waste	\$ 1,346.30	110654
02/04/2019	820804	Solid Waste Systems Inc	Solid Waste	\$ 1,510.64	110530
02/04/2019	820805	Spencer Industries	Street/Traffic Oper	\$ 51.12	3044180
02/04/2019	820805	Spencer Industries	Street/Traffic Oper	\$ 138.16	3044193

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2019	820805	Spencer Industries	Solid Waste	\$ 2,800.65	3037269
02/04/2019	820805	Spencer Industries	Water	\$ 3.65	3041840
02/04/2019	820807	Stewart Title Company	CDBG	\$ 15,000.00	FTHB Heather Wise 96 Antelope Trail W #12A
02/04/2019	820808	Swank Enterprises	Airport	\$ 9,090.51	Invoice #2477. Retainage Release
02/04/2019	820810	Titan Machinery Inc	Street/Traffic Oper	\$ 710.08	11839475
02/04/2019	820810	Titan Machinery Inc	Water	\$ 184.00	WATER PARTS AND SUPPLIES PO NUM 307394
02/04/2019	820810	Titan Machinery Inc	Water	\$ 224.00	WATER PARTS AND SUPPLIES PO NUM 307396
02/04/2019	820810	Titan Machinery Inc	Wastewater	\$ 364.08	11717959 GP; QUICK CLAMP
02/04/2019	820810	Titan Machinery Inc	Street/Traffic Oper	\$ 939.03	11835898
02/04/2019	820810	Titan Machinery Inc	Street/Traffic Oper	\$ 4,564.28	11869714
02/04/2019	820810	Titan Machinery Inc	Street/Traffic Oper	\$ 129.97	11854043
02/04/2019	820812	Town & Country Supply	Public Safety	\$ 578.16	314690 FIRE1: BLENDED DIESEL 150 GALLONS/EACH
02/04/2019	820812	Town & Country Supply	Public Safety	\$ 609.84	314690 FRIE1: UNLEADED
02/04/2019	820812	Town & Country Supply	Public Safety	\$ 385.44	314691 FIRE6: BLENDED DIESEL, 100 GALLONS EACH
02/04/2019	820812	Town & Country Supply	Fleet	\$ 11,410.59	313529 PO NUM 307473
02/04/2019	820812	Town & Country Supply	Fleet	\$ 4,288.22	314338 PO NUM 307529
02/04/2019	820812	Town & Country Supply	Transit	\$ 3,231.90	314567 PO NUM 307513
02/04/2019	820812	Town & Country Supply	Public Safety	\$ 501.07	FIRE5: BLENDED DIESEL
02/04/2019	820812	Town & Country Supply	Water	\$ 13,130.31	WATER PARTS AND SUPPLIES PO NUM 307389
02/04/2019	820812	Town & Country Supply	Fleet	\$ 11,924.56	314501 PO NUM 307529
02/04/2019	820812	Town & Country Supply	Public Safety	\$ 501.07	FIRE3: BLENDED DIESEL
02/04/2019	820823	Verizon Wireless	Airport	\$ 112.11	Airport
02/04/2019	820823	Verizon Wireless	Public Safety	\$ 53.16	Comm Center 911
02/04/2019	820823	Verizon Wireless	Facilities Mngmt	\$ 71.44	Facilites BOC Plus 70% of 406-672-3027
02/04/2019	820823	Verizon Wireless	Facilities Mngmt	\$ 59.73	Facilities City Hall Plus 30% of 406-672-3027
02/04/2019	820823	Verizon Wireless	Public Safety	\$ 23.12	Fire Department
02/04/2019	820823	Verizon Wireless	Library	\$ 13.29	LBRY OTRCH Library Outreach
02/04/2019	820823	Verizon Wireless	Library	\$ 157.34	Library
02/04/2019	820823	Verizon Wireless	Fleet	\$ 80.90	Motor Pool
02/04/2019	820823	Verizon Wireless	General	\$ 23.12	Municipal Court Judge
02/04/2019	820823	Verizon Wireless	Police Programs	\$ 156.89	CCSIU
02/04/2019	820823	Verizon Wireless	General	\$ 59.03	Assistant City Administrator
02/04/2019	820823	Verizon Wireless	General	\$ 59.03	PRPL - Recreation Division
02/04/2019	820823	Verizon Wireless	General	\$ 174.04	PRPL - Director Admin
02/04/2019	820823	Verizon Wireless	General	\$ 23.74	PRPL-Cemetery
02/04/2019	820823	Verizon Wireless	Public Safety	\$ 516.47	Police
02/04/2019	820823	Verizon Wireless	Parking	\$ 110.43	PRKING Enforcement (Parking)
02/04/2019	820823	Verizon Wireless	Engineering	\$ 167.45	PW-Engineering
02/04/2019	820823	Verizon Wireless	Solid Waste	\$ 74.28	PW-Solid Waste
02/04/2019	820823	Verizon Wireless	Street/Traffic Oper	\$ 118.64	PW-STRT TRFC Streets
02/04/2019	820823	Verizon Wireless	P.W. Admin	\$ 13.29	Public Works Admin

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2019	820823	Verizon Wireless	General	\$ 747.46	PRPL-PARKS
02/04/2019	820823	Verizon Wireless	General	\$ 38.90	PRPL-PARK SHOPS
02/04/2019	820823	Verizon Wireless	Wastewater	\$ (7.03)	PWBLKNP STORES -75/25
02/04/2019	820823	Verizon Wireless	Water	\$ (33.73)	PWBLKNP OFFICE 60/40
02/04/2019	820823	Verizon Wireless	Wastewater	\$ (22.49)	PWBLKNP OFFICE -60/40
02/04/2019	820823	Verizon Wireless	Solid Waste	\$ 66.71	PW-SW-ON CALL Solid Waste On Call
02/04/2019	820823	Verizon Wireless	Water	\$ (45.19)	PWBELKNAP-WT Water Treatment
02/04/2019	820823	Verizon Wireless	Water	\$ (21.09)	PWBLKNP STORES -75/25
02/04/2019	820823	Verizon Wireless	Wastewater	\$ (277.62)	PWBLNP-WWTRMNT1 Wastewater Treatment Plant
02/04/2019	820823	Verizon Wireless	Transit	\$ 39.89	Trans-On Call MET
02/04/2019	820823	Verizon Wireless	Transit	\$ 13.29	Transit MET
02/04/2019	820823	Verizon Wireless	Wastewater	\$ 106.02	PWBLNP-ENVIRONMENTAL 406-698-1590 406-850-1016
02/04/2019	820823	Verizon Wireless	General	\$ 198.17	PRPL Rec Seasonal
02/04/2019	820823	Verizon Wireless	Telephone System	\$ 28.31	TeleComm Manager
02/04/2019	820824	Verizon Wireless	Solid Waste	\$ 21.01	PW Dozer Trimble Dozer
02/04/2019	820824	Verizon Wireless	Library	\$ 80.91	LBRY OTRCH Library Outreach
02/04/2019	820824	Verizon Wireless	Water	\$ 350.73	PW Belknap Meter Shop
02/04/2019	820824	Verizon Wireless	Transit	\$ 701.22	MET AVL
02/04/2019	820824	Verizon Wireless	Water	\$ (580.16)	PWBELKNAP-WT Water Treatment -Phones
02/04/2019	820824	Verizon Wireless	Wastewater	\$ (286.42)	PWBLNP- Wastewater Treatment Plant -Phones
02/04/2019	820824	Verizon Wireless	Wastewater	\$ (405.70)	PWBLKNP Electricians -Phones
02/04/2019	820824	Verizon Wireless	Street/Traffic Oper	\$ 161.82	PW-Streets City Works
02/04/2019	820824	Verizon Wireless	Street/Traffic Oper	\$ 53.94	PW-Streets 406-647-1377 iPad, 406-633-1991 iPad
02/04/2019	820824	Verizon Wireless	Engineering	\$ 134.85	PW-Engineering
02/04/2019	820824	Verizon Wireless	Solid Waste	\$ 107.88	PW-Solid Waste
02/04/2019	820824	Verizon Wireless	Solid Waste	\$ 429.30	Solid Waste Tablets -Routware
02/04/2019	820824	Verizon Wireless	Solid Waste	\$ 307.18	PW-SW-ON CALL Solid Waste On Call
02/04/2019	820824	Verizon Wireless	Water	\$ 26.97	PWBLKNP Water Treatment Brian Risser 406-696-4245
02/04/2019	820824	Verizon Wireless	Water	\$ 161.82	PWBLNP Comm-Meter CityWorks/Neptune
02/04/2019	820824	Verizon Wireless	Water	\$ 113.27	PW-DIS-COLL Cityworks 60/40
02/04/2019	820824	Verizon Wireless	Wastewater	\$ 75.52	PW-DIS-COLL Cityworks 60/40
02/04/2019	820824	Verizon Wireless	Wastewater	\$ 183.40	PW-Distribution Collection Tablets 60/40
02/04/2019	820824	Verizon Wireless	Water	\$ 275.09	PW-Distribution Collection Tablets 60/40
02/04/2019	820824	Verizon Wireless	Public Safety	\$ 40.01	Police MiFi 406-633-0820 406-598-6294
02/04/2019	820824	Verizon Wireless	Public Safety	\$ 80.02	Police iPads
02/04/2019	820824	Verizon Wireless	General	\$ 40.01	PRPL-Recreation 406-647-9937 Rose Park
02/04/2019	820824	Verizon Wireless	General	\$ 40.01	PRPL-Parks PMD Air Card 406-794-6977
02/04/2019	820824	Verizon Wireless	Public Safety	\$ 40.01	Police US Marshall Toughbooks
02/04/2019	820824	Verizon Wireless	Police Programs	\$ 465.57	CCSIU Cell/PTT
02/04/2019	820824	Verizon Wireless	Police Programs	\$ 147.89	CCSIU MDT
02/04/2019	820824	Verizon Wireless	Police Programs	\$ 80.02	CCSIU RAVEN

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2019	820824	Verizon Wireless	Public Safety	\$ 85.76	Police 406-670-8780
02/04/2019	820824	Verizon Wireless	Parking	\$ 26.97	Parking 406-690-5822
02/04/2019	820824	Verizon Wireless	General	\$ 53.79	Municipal Court Judge
02/04/2019	820824	Verizon Wireless	Municipal Court Grants	\$ 161.37	Muni Court Drug Court
02/04/2019	820824	Verizon Wireless	Transit	\$ 26.97	MET Transit Tablets
02/04/2019	820824	Verizon Wireless	Public Safety	\$ 865.97	MDT Toughbooks
02/04/2019	820824	Verizon Wireless	Library	\$ 161.37	Library
02/04/2019	820824	Verizon Wireless	Airport	\$ 332.74	Airport

Regular City Council Meeting

Meeting Date: 02/25/2019

TITLE: Public Hearing & Resolution for Weed Assessments

PRESENTED BY: Andy Zoeller

Department: City Hall Administration

Presentation: No

PROBLEM/ISSUE STATEMENT

The annual weed assessments have been completed by the Finance Department and are ready to be spread on the tax rolls by the attached resolution.

Pursuant to Section 25-304, BMCC, property owners are notified in writing and given seven (7) days from the date of the notice of noncompliance to exterminate or remove weeds or tall grass. If owners fail to cut the vegetation, the City may cut it and assess the costs to the real property, together with an additional administrative cost of 25% of the cost of removal and a \$25 penalty.

If the charges are not paid within a given time, the costs and penalties constitute a lien on the property and special assessments may be levied. The General Fund initially pays the costs, so the collected assessments reimburse that Fund.

The attached list of properties had weeds removed from them during the growing season, the owners did not pay the charges and the properties may be assessed to recover the costs, penalty and fee.

ALTERNATIVES ANALYZED

The Council must hold a public hearing and then may:

- Approve the resolution; or
- Not approve the resolution, in which case the property owners will not be assessed, and the General Fund will be responsible for paying for the weed removal.

FINANCIAL IMPACT

The assessments total \$4,624.38 and the payments will reimburse the General Fund.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and pass the attached assessment resolution.

APPROVED BY CITY ADMINISTRATOR

Attachments

RESOLUTION NO. 19_____

**A RESOLUTION LEVYING A SPECIAL TAX UPON PROPERTY WITHIN
THE CITY OF BILLINGS, MONTANA, TO DEFRAY THE COST OF
CUTTING AND/OR EXTERMINATING WEEDS.**

WHEREAS, Billings, Montana City Code, Section 25-307, provides that the City Clerk shall prepare and present a resolution containing a list of all parcels of land in the City, from which and adjacent to which, the weeds were cut, exterminated and/or removed, and such list shall contain opposite the number of such lots or description of such parcels of land, the name of the owner, if known, and the amount of cost for cutting and removing such weeds.

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

1. LEVYING OF SPECIAL ASSESSMENT. That for the purpose of collecting funds to defray the cost of cutting and removing of weeds, there is hereby levied an assessment upon the owners and the lots or parcels described on the list attached hereto.
2. ASSESSMENT AND COLLECTION. Said assessment shall be placed upon the assessment rolls and collected in the same manner as other assessments.
3. DISPOSITION OF COLLECTIONS. All monies collected from the assessment shall be paid to the General Fund of the City of Billings.

4. NOTICE OF HEARING. On **Monday, February 25, 2019**, at 5:30 p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council will hear objections to the final adoption of this resolution. The City Clerk published notice hereof twice, on February 8th and February 15th, 2019 in the Yellowstone County News.

5. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED and APPROVED by the City Council on the 25th day of February, 2019.

CITY OF BILLINGS:

BY: _____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise R. Bohlman, CITY CLERK

Exhibit A

<u>NAME</u>	<u>ADDRESS</u>	<u>TAX CODE</u>	<u>AMOUNT</u>
THOMPSON, CARA LEE	718 S. 31ST ST.	A01676	\$ 177.50
STEVENSON, FRED W JR	1114 20 ST W	A02685	\$ 202.50
LUTTON, CHRIS	1043 MILES AVE	A03476	\$ 177.50
DAEM, STEPHEN R.	1320 ELDORADO DR	A04300	\$ 177.50
UNZAGA, BRETT	2421 HOWARD AVE	A06205	\$ 177.50
EVANKOVICH, ROBERT	2421 HOWARD AVE	A06207	\$ 177.50
RAE-TRAVER, AMANDA	3241 RIMROCK RD.	A06474A	\$ 177.50
POLEN, ROLAND N. & IRENE E.	4117 ROOSEVELT AVE.	A06946	\$ 196.25
PUTMAN, MATHEW	3739 RIMROCK RD	A12533B	\$ 177.50
TRNKA, VACLAV	304 VAN BRAMER DR	A12618	\$ 202.50
STOCKTON, DANIEL E JR	1503 GRAND AVE.	A12622	\$ 177.50
VEATCH, WENDY	148 JEFFERSON ST.	A14701	\$ 177.50
ADY, SUZANNE	4 CAMPBELL DR	A17003	\$ 483.75
MEREDITH, W. H.	1709 ST JOHNS AV	A17539	\$ 177.50
AYERS, ERIC A & ANDREA	923 NUTTER BLVD.	A19736	\$ 221.25
FD GROUP 9 LLC	4188 STATE AVE.	A20297	\$ 455.63
BICKHAM, BRYAN	667 ARIES AVE.	A24516	\$ 233.75
MONTANA OPTICOM LLC	5841 CANYONWOOD DR.	A31663	\$ 233.75
HLL LLC	5212 CHAPEL HILL DRIVE	A35759	\$ 177.50
HEDIN, TINA	743 ANCHOR ST.	C00653	\$ 177.50
HAFNER, BRIAN	2920 GEORGINA DR.	C07871	\$ 87.50
DORENDORF, JIM	2904 GEORGINA DR	C07873	\$ 177.50
		Total	\$4,624.38

Regular City Council Meeting

Meeting Date: 02/25/2019

TITLE: Public Hearing - 4 32nd Street West Site Development Variance

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

The property located at 4 32nd Street West is a mixed commercial building with retail and office space located at the northwest corner of 32nd Street West and Central Avenue. For years, the building had full access off of Central Avenue and one access from 32nd Street West. With the widening of Central Avenue this past summer, access was limited to one access from Central Avenue and the access from 32nd Street West was eliminated. Engineering worked with the property owner on these accesses during the project. It was planned that the owner would submit for a variance for access from the alley off of 32nd Street West. This access is further away from the intersection of 32nd Street West and Central Avenue than their previous access and would make for a safer access.

Section 6-1203(r) of the Site Development Ordinance reads: Limited access through the alley. Customer access via an alley to any commercial use on a lot which is adjacent to an alley which abuts an "R" zone shall not be permitted over that alley. The property to the north is zoned residential, therefore the property owner has submitted a variance request to utilize the alley for access to their existing building. Attached is copy of the variance application, variance request, and a site plan. Engineering is in favor of this variance. The building was existing when the Central Avenue project was constructed and concessions had to made in order to construct Central Avenue, including taking out their existing accesses and parking. Allowing this variance will help make the building more accessible. The business on the other side of 32nd Street West also accesses the alley and a variance was approved for that access in 2014.

ALTERNATIVES ANALYZED

The Council may:

- Approve the variance which allows alley access; or
- Disapprove the variance. If the variance is not approved, the applicant will have to find another access point to their parking lot. This may include another access along 32nd Street West closer to the intersection. This is not desirable from a traffic standpoint.

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 allow customer access via the alley for 4 32nd Street West.

APPROVED BY CITY ADMINISTRATOR

Attachments

Variance Application
Variance Request
Site Plan

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: CENTRAL ACRES SUBD 1ST FILING, S02, T01 S, R25 E, BLOCK 1, Lot 1 - 2, E40' LT 3
Tax ID# 03-0926-02-4-04-07-0000

2. Address (If unknown, contact the City Engineer's office) or general location: _____
4 32nd St W, Billings MT 59102

3. Owner (s): Leo C Schwehr Bypass Trust
(Recorded Owner)
129 N 25th Ave, Bozeman MT 59718
(Address)
(406) 600-3331 darren.schwehr@gmail.com
(Phone Number) (Email)

4. Agent (s): _____
(Name)

(Address)

(Phone Number) (Email)

5. Section of the Site Development Ordinance that this request for variance applies to: _____
Site Development Ordlnance 6-1203 (r) - Limited access through the alley. Customer access via an alley to any commercial use on a lot which is adjacent to an alley which abuts an "R" zone shall not be permitted over that alley.

6. Reason for request: To provide access to business from 32nd St W. Please see attachment for further reasoning.

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: Darren Schwehr, co-trustee of Leo C Schwehr Bypass Trust Date: 1/4/19
(Recorded Owner)

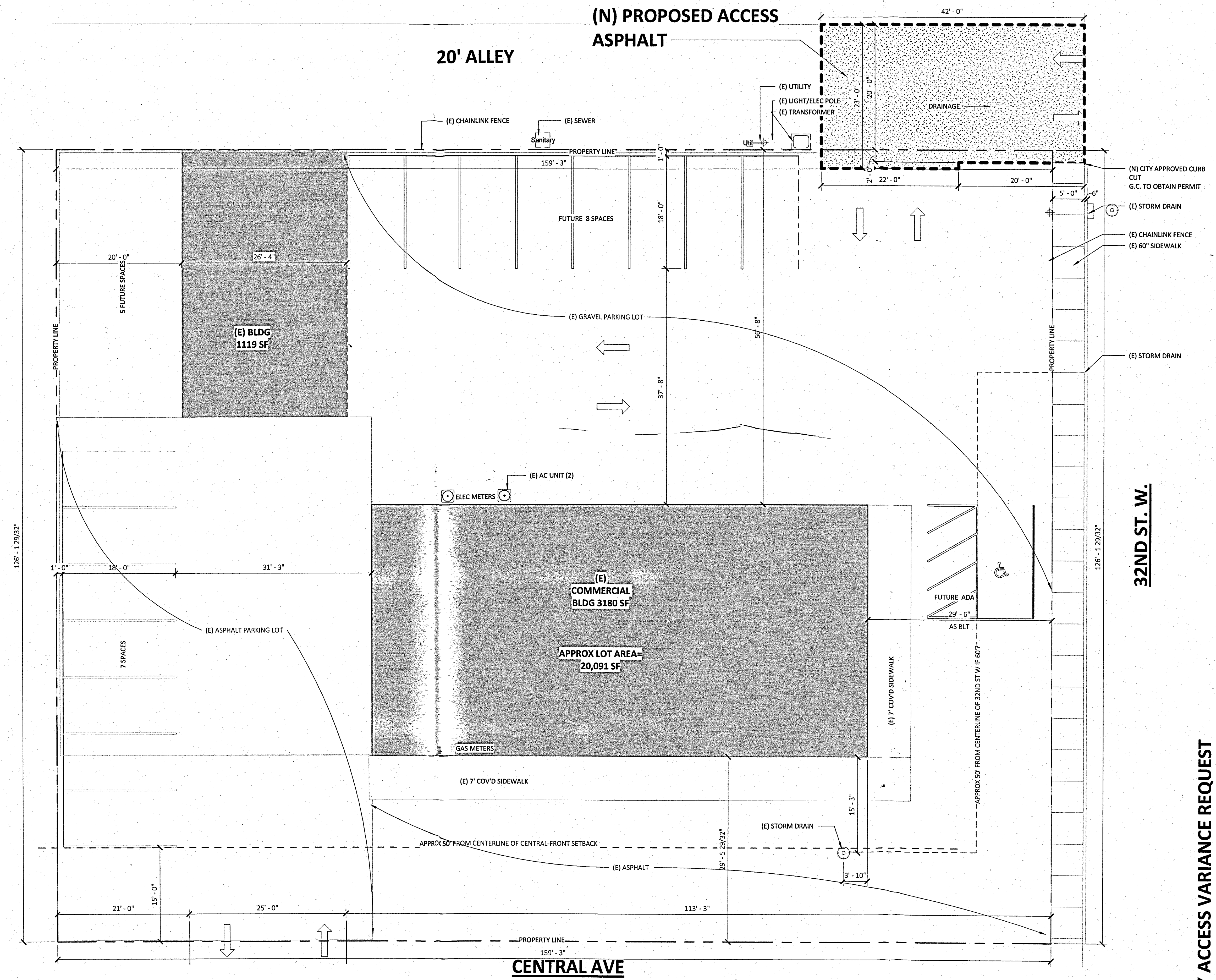
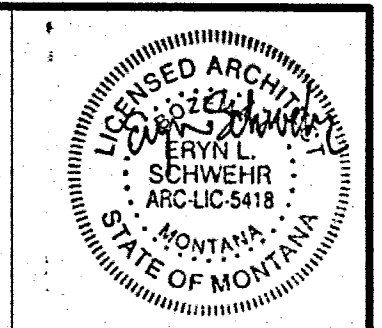
Fee: _____ Receipt #: _____ Hearing Date: _____ Application #: _____

Reason for Variance Request

As part of the the recent widening and installation of curb and gutter on Central Ave from 32nd St W to Shiloh Ave, the lot access has been reduced to one point from Central Ave. Previously, access from 32nd St W was possible via a driveway that was under the current code requirement of 100' from the signaled intersection. Allowing the removal of the 32nd St W driveway was intended to be landowner's part in cooperating with the City to provide a safer environment, the allowance of this variance would be the City's part. Allowing access to the lot from 32nd St via the alley will restore visitation by customers traveling 32nd St to tenant businesses, provide proper traffic flow through the parking lot to/from Central Ave, provide the opportunity for much needed future development of asphalt parking on the north side to the lot and be in line with current city ordinances.

LEGAL: CENTRAL ACRES SUBDIVISION, 1ST FILING, S02, T01S, R25E, BLK 1, LOT 1-2, (E40 FT LT)

ZONING: COMMUNITY COMMERCIAL



TRUE N
 1 SITE PLAN
 A0-1 1/8" = 1'-0"

4 32ND ST. WEST
 BILLINGS, MT
 PROJECT #:

PHASE	DATE
PRE	
SD	
DD	
CD	



REV	DESC	DATE
1		
2		
3		
4		
5		

DRAWN BY: Author

ALLEY ACCESS VARIANCE REQUEST

SITE PLAN & CITY INFO

A0-1
 12.20.18

Regular City Council Meeting

Meeting Date: 02/25/2019
TITLE: Special Review #973- 3548 Rachele Circle
PRESENTED BY: Nicole Cromwell
Department: Planning & Community Services
Presentation: Yes

PROBLEM/ISSUE STATEMENT

This is a special review request to allow the expansion of an existing church parking lot, on Lot 1C, Block 6 of Parkland West Subdivision, 1st Filing, a 3.15 acre parcel of land. The expanded parking area will be about 27,000 square feet in area and includes new landscaping and fencing. Tax ID: A29915.

Special Review applications are reviewed using BMCC, Section 27-1503, criteria referenced in the Alternatives Analyzed section of this memo. Special Reviews do not require an ordinance for approval, are not zone changes on property; rather, are tied to specific uses that are allowed in a given zoning district but are subject to a review by the City prior to the use being allowed. Special Reviews, unlike zone changes, may be conditioned to mitigate possible impacts from the use on the subject property or surrounding properties.

ALTERNATIVES ANALYZED

City Council may:

- Approve the request;
- Conditionally approve the request;
- Deny the request;
- Allow the applicant to withdraw the request; or
- Delay action on the request for up to 30 days.

APPLICATION DATA

OWNER: The Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints
LEGAL DESCRIPTION: Lot 1C, Block 6 of Parkland West Subdivision, 1st Filing
ADDRESS: 3548 Rachele Circle
CURRENT ZONING: Planned Development with underlying zoning of R-96
EXISTING LAND USE: Vacant
PROPOSED USE: Parking Lot
SIZE OF PARCEL: 3.15 Acres

Before a recommendation of approval or conditional approval can be made, each special review request must demonstrate conformance with three primary criteria per BMCC 27-1503:

- 1) The application complies with all parts of the Zoning Regulations,
- 2) The application is consistent with the objectives and purposes of the Zoning Regulations and the Growth Policy, and
- 3) the application is compatible with surrounding land uses and is otherwise screened and

separated from adjacent land to minimize adverse impacts.

The Planning staff has reviewed the request and the City Zoning Commission held a public hearing on February 5, 2019. The Zoning Commission is forwarding a recommendation for conditional approval. Before a recommendation of approval or conditional approval can be made, each special review request must demonstrate conformance with three primary criteria: 1) The application complies with all parts of the Zoning Regulations, 2) The application is consistent with the objectives and purposes of the Zoning Regulations and the 2016 Growth Policy, and 3) the application is compatible with surrounding land uses and is otherwise screened and separated from adjacent land to minimize adverse impacts.

This application conforms to the first criteria in so far that the zoning regulations adopted by the City Council have designated all residential zoning districts can have a parking lot on them as long as they go through the special review process. There are requirements for landscaping and screening from residential uses next to commercial uses within the zoning regulations.

The application meets criteria from the second requirement as it is consistent with some of the objectives of the Growth Policy:

- Strong Neighborhoods: Neighborhoods that are safe and attractive and provide essential services are much desired. Infill development and development near existing City infrastructure may be the most cost effective.

The proposed special review will provide an additional service to those residents within the neighborhood. Because the church is expanding parking on its existing site, it provides a cost-effective infill development in an established neighborhood. The underlying use of this property as a church and religious assembly will support this neighborhood and create an environment that is safe and attractive.

- Essential Investments: Neighborhoods that are safe and attractive and provide essential services are much desired.

Existing infrastructure and service investments are leveraged, thereby improving community fabric and making strong neighborhoods.

The application also meets the third criteria in that it is compatible with surrounding land uses in the area. The development of this parcel into a parking lot would take a parcel that is in need of attention and clean it up in this neighborhood. Since the underlying church already exists, there will be no need to extend or expand municipal services. There are minimal impacts from the proposed location of the parking lot that need to be mitigated. The conditions recommended with the special review should mitigate impacts on the site and the surrounding properties.

FINANCIAL IMPACT

Since this property is owned by a church, it is likely tax exempt and there will be no added tax revenue to the City if the Special Review is approved.

BACKGROUND

This is a special review request to construct a parking lot on a lot that is located in a Planned Development with an underlying zoning of Residential-9600, the underlying use of the property is a church, generally located on the corner of Monad Road, and South 36th Street West. The proposal is to expand the existing parking area and add landscaping. In the letter to the Zoning Commission submitted by the applicant, the plans were outlined and the reasoning for the requested parking lot was explained as follows:

Based on current growth and attendance patterns, there is a need to construct additional parking at the existing site, which is owned by The Church of Jesus Christ of Latter-Day Saints. Additional parking is needed to meet the growth demand of this established church in the community. There will be no physical expansion of the church building itself; rather, since the facility is now organized as a Stake Center, additional meetings, services, and church administrative functions require the additional parking.

There have been other parking lots that have gone through special review in the city to allow them on land that is zoned residential, some older use properties have not. Although only one was approved in this subdivision; here are some examples of other properties with parking on residentially zoned land, 819 Grand Avenue, Off The Leaf, Residential 6000; 1045 Grand Avenue, Dairy Queen, Residential Multi-Family Restricted; 1403 Grand Avenue, Stockman Bank, Residential 6000; 2032 Grand Avenue, Dana Motors, Residential 6000; 4635 Simpson Street, Resource, Support and Development Inc., Residential 7000. There are also many Church buildings with parking lots on residentially zoned property. Section 27-305, BMCC, allows parking lots to be placed on residentially zoned land with a Special Review approval.

STAKEHOLDERS

The Zoning Commission conducted a public hearing on February 5, 2019, and received the staff report and recommendation as well as testimony from the applicant's agent, Bill Morgan. Mr. Morgan concurred with staff's recommendation and said the applicant also agrees with the conditions recommended. He explained the need for additional parking for the Church; the use as a church remains the same but it has been changed under the classification by the organization in that it will also now be used for meetings and conferences. Mr. Morgan explained the building itself will not need expanding only the need for more parking for such events.

Commissioner Ulvestad asked if they intended to add more parking to the area to the east. Mr. Morgan said they did not have plans for any more than what is being requested at this time. He said they would need to come back for another special review approval if they intended to add more parking in the future. Mr. Morgan also pointed out they intended to create a 10' pedestrian access easement to the north side of the parcel extending the existing easement from the residential parcels to the northeast across the property to Rachele Circle on the north side of the subject property. Commissioner Mariska asked for clarification of the location of the existing access and if there would be an additional drive approach with the new parking area. Mr. Morgan said they would not need an additional approach per the Public Works requirements.

Brett Donaldson, the applicant, thanked staff and the commissioners for their consideration and concurred with Mr. Morgan, adding that the definition of the Church use had changed from a "meeting house" to what is known as a "stake building". He explained the "stake building" is used for more than the meeting house and is utilized for conferences and other events for the organization.

The public hearing was closed and Commissioner Ulvestad made a motion to forward a recommendation to the City Council to approve Special Review 973 with the recommended

conditions. The motion was seconded by Commissioner Mariska and passed with a 3-0 voice vote.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

Discussion of the application's consistency with adopted plans and policies, including the City of Billings 2016 Growth Policy, is included in the Alternatives Analyzed section of this memo.

RECOMMENDATION

The Zoning Commission is forwarding a recommendation of conditional approval, with the following conditions:

1. The special review is limited to Lot 1C, Block 6 of Parkland West Subdivision, 1st Filing.
2. The special review approval is to allow the expansion of an existing parking lot generally located at 3548 Rochelle Circle. No other use is intended or implied.
3. The site will be developed in conformance with all applicable zoning and site development regulations.
4. No construction shall take place before 7 am or after 8 pm.
5. The applicant will install and maintain the landscaping as shown on the submitted site plan.
6. The proposed development shall comply with all other limitations of Section 27-613 of the Zoning Regulations concerning special review uses, and all other City of Billings, regulations and ordinances that apply.
7. These conditions of special review approval shall run with the land described in this authorization and shall apply to all current and subsequent owners, operators, managers, lease holders, heirs and assigns.

****NOTE**** Approval of this Special Review 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 application is for a Special Review as noted above and no other request is being considered with this application. The use and development of the property must be in accordance with the submitted site plan.

APPROVED BY CITY ADMINISTRATOR

Attachments

Zoning Map & Site Photos
Application, Applicant letter
Site Plan

Site Photos



Subject Property



Looking North from Monad Road

Site Photos



Looking South to Monad Road



Looking East from Monad Road



Looking West from Monad Road.



Photos taken from this location

Site Photos



A-1 (west)



A-2 (west)

Site Photos



B-1 (north)



B-2 (northeast)

Photo Shoot Location



Application

APPLICATION FORM

CITY SPECIAL REVIEW Billings Special Review# 973 - Project # P2-19-00005

The undersigned as owner(s) of the following described property hereby request a Special Review as outlined in the City of Billings Zoning Regulations.

Present Zoning: Planned Unit Development - Underlying Residential

Special Review Requested: Expansion of church parking in residentially-zoned property

TAX ID# A-29915 CITY ELECTION WARD # 5

Legal Description of Property: Lot 1C, Block 6 of Parkland West Subdivision, First Filing

Address or General Location (If unknown, contact City Engineering): 3548 Bachel Circle, Billings, MT 59102

Size of Parcel (Area & Dimensions): 3.15 Acres

Present Land -Use: Vacant land

Covenants or Deed Restrictions 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): The Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints, A Utah corporation sole (Recorded Owner) 50 E. North Temple St, COB12 Salt Lake City, UT 84150-0012 (Address) (406) 252-0644 OR (208) 557-9079 DonaldsonBA@ldschurch.org OR ChristeanAA@ldschurch.org (Phone Number) (email)

Agent(s): Sanderson Stewart, c/o Bill Morgan (Name) 1300 North Transtech Way, Billings, MT 59102 (Address) (406) 656-5255 bmorgan@sandersonstewart.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 Special Review. Also, I attest that all the information presented herein is factual and correct.

Signature: Alan Christean (Recorded Owner) Date: Jan-07-2019



Applicant Letter

LDS CHURCH PARKING EXPANSION SPECIAL REVIEW APPLICATION LOT 1C, BLOCK 6, PARKLAND WEST SUBDIVISION, FIRST FILING

SECTION 1 – SPECIAL REVIEW RESPONSES

1A. In what ways is your proposal consistent with the goals and policies of the adopted Growth Policy?

The proposed church parking expansion and grass turf improvements on Lot 1C, Block 6 of Parkland West Subdivision, First Filing are consistent with the goals and policies of the 2016 Billings Growth Policy. Because the church is expanding parking on its existing site, it provides a cost-effective infill development in an established neighborhood. The underlying use of this property as a church and religious assembly will support this neighborhood and create an environment that is safe and attractive.

Since the underlying church already exists, there will be no need to extend or expand municipal services. Existing infrastructure and service investments are leveraged, thereby improving community fabric and making strong neighborhoods. As detailed further in the application responses, the church will provide a new sidewalk easement in order to provide pedestrian connectivity to two future cul-de-sac streets (Rachelle Circle and Shenandoah Drive). Neighborhoods that are safe and attractive and provide essential services such as this are much desired and supported by City Growth Guidelines.

This infill development will occur on a lot with existing infrastructure in place, reducing costs of development and increasing the utilization of the property. The proposed development will meet City of Billings site development and landscape requirements, ensuring the property is visually appealing.

1B. Why is there a need for the intended use of the property at this location?

Based on current growth and attendance patterns, there is a need to construct additional parking at the existing site, which is owned by The Church of Jesus Christ of Latter-Day Saints. Additional parking is needed to meet the growth demand of this established church in the community. There will be no physical expansion of the church building itself; rather, since the facility is now organized as a Stake Center, additional meetings, services, and church administrative functions require the additional parking.

1C. How will the public interest be served if this application is approved?

The proposed use aligns with the previous Special Review for the site, which was approved in 1995. Church and religious assembly uses such as this provide valuable support and resources to the public. Approval of this proposed parking expansion will allow an existing, established church to continue serving the public in a neighborhood setting, which will positively impact the property, surrounding properties, and Southwest Billings.

1D. Prepare a written statement addressing what is intended to be done with the property, including new construction or change in the use of the property, and why the special review is being sought.

The existing church was approved under a Special Review on April 24, 1995, to allow for a church and softball fields with residential to the north of the property. A new Special Review is required in order to expand the church parking lot since the underlying zoning is residential. The parking lot expansion will tie into the existing parking lot and will utilize previously approved and constructed driveways and access points. No new drive approaches or street improvements are required for this parking expansion. Per the Amended Subdivision Improvements Agreement approved by City Council on November 13, 2018, all remaining street and utility improvements to Rachele Circle will be constructed when the residential property (Lot 1A) north of the site is developed.

In addition to the new parking spaces, the remaining portion of Lot 1C will be improved with irrigated grass turf similar to the original approval in 1995 (softball fields). This landscaped area will provide a pleasing buffer between the parking lot expansion and adjoining residential properties. As requested by City staff, the Church will construct a black fence along the eastern property line to buffer future residential properties. A pedestrian access easement will be provided along the south lot line of Lot 1A, connecting future Rachele Circle pedestrian facilities to the westerly end of Shenandoah Drive. A pathway will be constructed by the future developer of Lot 1A in association with their required improvements at the time of development.

Regular City Council Meeting

Meeting Date: 02/25/2019

TITLE: Contract Revision of OBSD Development Plan Agreement between BSED and Landmark

Department: City Hall Administration

Presentation: Yes

PROBLEM/ISSUE STATEMENT

Please see attached City Administrator Memorandum and proposed Contract Revision.

APPROVED BY CITY ADMINISTRATOR

Attachments

City Administrator's Council Memo 2.25.19
Amendment No. 1 to Development Plan Agreement
Signed Development Agreement 7.1.19



Council Memorandum

REPORT TO: Honorable Mayor and City Council

FROM: Chris Kukulski, City Administrator

SUBJECT: Amendment NO. 1 to the Development Plan Agreement between Big Sky Economic Development (BSED) and Landmark Development Services Company, LLC (Landmark)

MEETING DATE: February 25, 2019

AGENDA ITEM TYPE: Action Item

RECOMMENDATION: The City Council pass a motion authorizing BSED Corporation and the City of Billings to sign the attached Amendment to the Development Plan Agreement with Landmark Development Services Company, LLC.

BACKGROUND: June 11, 2018 the City Council authorized BSED to sign a Development Plan Agreement with Landmark. (attached) January 25, 2019 Landmark delivered the completed One Big Sky Plan (Plan) consistent with the requirements of the Agreement. Each of our Strategy Partners (BSED, Billings Chamber of Commerce, Billings Downtown Partnership and City of Billings) approved the original Agreement. Therefore, BSED is asking each strategy partner to consider the enclosed Amendment to the original agreement.

The proposed Amendment increases the potential reimbursement to Landmark from \$1,340,000 to \$2,578,000. This is consistent with one of the key “intents” of the original agreement, which is to “fairly” reimburse Landmark IF Billings develops each of the catalyst projects without a partnership with Landmark.

Our Strategy Partners have raised ~\$400,000 in additional dollars to pay the out of pocket cost for our local share through April 30, 2019. The city did not contribute additional cash towards this additional phase, however we continue providing substantial staff time to the project along with our strategy partners. The Amendment describes work being completed from the delivery date of the Plan through April 30, 2019 increasing the potential reimbursement to Landmark as described above. The reimbursement provision eligibility remains unchanged from the original agreement and states:

The Developer’s Capital Costs are not payable: (1) if one or more Catalyst Projects does not move forward consistent with the Development Plan within five (5) years of the end of the term of this contract; or (2) if the developer is contracted to Develop a Catalyst Project (where “Develop” means to undertake a substantial, material, and significant portion of the additional services necessary to create the definitive building program, determine the design, assemble land, secure approvals, and finance such Catalyst Project

and cause it to be constructed and to manage or transfer such project). The Developer's Capital Costs will be payable to the Developer if one or more Catalyst Projects moves forward and the Developer is not contracted to Develop one or more of them;...

“The end of the term of this contract” referenced in the above quote is January 25, 2019 as determined by the Agreement, therefore the 5 year expiration for eligible reimbursement if NO catalyst is built before January 25, 2024.

If we are successful at attaining legislation for our proposed “value Capture” tool, we do not anticipate any further adjustments to the proposed reimbursement amount. If the State does not approve legislation, the Strategy Partners will need to decide how we implement the Plan and what roll Landmark will play in its implementation. No further costs will be incurred with potential reimbursement, without the City Council and Strategy Partners approval. We would need to agree on how to move forward and with specifically what costs.

UNRESOLVED ISSUES: There are no unresolved issues related to the Contract Revision.

FISCAL EFFECTS: The Contract Revision does not require additional cash from the city. We will continue to provide substantial resources through our staff time on this critical project. I anticipate this phase will primarily affect, Kevin Iffland, Andy Zoeller, the Mayor and I. IF Landmark is not selected to develop at least one of the Catalyst Projects. The Strategy Partners will be responsible for reimbursing Landmark up to \$2,578,000. If this provision were triggered, I would tie this reimbursement to the development agreements the city signs with the different developers.

Attachments: Amendment NO. 1 To Development Plan Agreement; and Development Plan Agreement

Report compiled on: February 22, 2019

AMENDMENT NO. 1 TO DEVELOPMENT PLAN AGREEMENT

This Amendment No. 1 to the Development Plan Agreement (the “**Amendment**”) is dated as of January 25, 2019 (the “**Amendment Date**”), and is between Big Sky Economic Development Corporation, a Montana nonprofit corporation (“**EDC**”), and Landmark Development Services Company, LLC, a Wisconsin limited liability company (the “**Developer**”).

EDC and the Developer are parties to a Development Plan Agreement dated as of July 1, 2018 (the “**Agreement**”). Capitalized terms this Amendment uses but does not define have the meanings the Agreement ascribes to them. The Development Plan is complete and the parties want to continue their efforts to advance the Project by engaging the Developer to perform certain Additional Services that will enable it to complete additional Work, each as the attached **Exhibit 5** describes (those Additional Services, the “**Additional Amendment No. 1 Services**”; that additional Work, the “**Additional Work**”).

The parties therefore agree as follows:

1. **Additional Services.** The Developer shall perform the Additional Amendment No. 1 Services and provide the related Additional Work the Developer determines, in consultation with EDC, is necessary to advance the Project and enabling legislation consistent with the framework set forth in the Development Plan. The Additional Amendment No. 1 Services are Services and the Additional Work is Work, making the Additional Amendment No. 1 Services and the Additional Work subject to the performance, delivery, collaboration and other provisions of the Agreement applicable to Services and Work. The Additional Work is subject to the ownership and license provisions of the Agreement.

2. **Additional Expenses.** EDC shall pay the Developer up to \$400,000.00 (the “**Additional Expenses**”) for the Additional Amendment No. 1 Services and Additional Work the Developer performs or causes to be performed. The Developer is responsible for its DPE and the parties hereby exclude DPE from the Additional Expenses. The Additional Expenses are Expenses, making them: (1) subject to the submission, accounting, payment and other provisions of the Agreement applicable to Expenses; and (2) Strategy Partners’ Capital Costs.

3. **Developer’s Capital Costs.** To perform all or a portion of the Additional Services and provide the related Additional Work, the Developer reasonably expects to incur DPE and other expenses of \$1,238,000.00, which are not a part of the Strategy Partners’ Capital Costs (such DPE and other expenses incurred by the Developer, the “**Developer’s Additional Capital Costs**”). The Developer’s Additional Capital Costs are Developer’s Capital Costs and are subject to reimbursement as such under the conditions indicated in the Agreement. The parties hereby amend the table on **Exhibit 4** of the Agreement by replacing it with the table on Exhibit 5 under the descriptive heading Developer’s Additional Capital Costs and Totals.

4. **Term Extension.** The parties hereby delete Section 5.1 of the Agreement and replace it with the following:

“The term of the Agreement ends April 30, 2019.”

5. **Catalyst Projects.** The Development Plan is complete and identifies these four Catalyst Projects:

- (i) Convention & Events Center, Hotel Conference / Meeting Pavilion, and “E Street” Exterior Plazas & Sky Terrace
- (ii) Public Market / Food Hall and Farmers Market Pavilion
- (iii) Community Wellness Center / Plaza / Public Town Square
- (iv) Community Innovation / Training Center and Digital Media / Academic Center

6. **Amendment to Exhibit 1.** The parties hereby amend **Exhibit 1** of the Agreement by deleting the phrase “of the end of the term of this Contract” in the second sentence under the section with the descriptive heading Developer’s Capital Costs by replacing it with the phrase “after January 25, 2019”.

7. **Amendment to Exhibit 2.** The parties hereby amend **Exhibit 2** of the Agreement to add the form of Application for Payment attached to this Amendment. The parties inadvertently omitted form of Application for Payment from the Agreement.

8. **Savings.** Except as amended by this Amendment, the provisions of the Agreement remain in effect. If a provision of this Amendment conflicts with a provision of the Agreement, the conflicting provision in this Amendment controls.

9. **Counterparts.** The parties may sign this Amendment in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one instrument. Delivery of a signed counterpart signature page by fax or by scanned image as an attachment to e-mail is as effective as doing so in the presence of the other parties to this Agreement.

10. **Survival.** The provisions of this Amendment with these descriptive headings will survive the termination or expiration of the term of the Agreement: Additional Expenses, Catalyst Projects Developer’s Capital Costs, and the part of Exhibit 5 pertaining to Developer’s Capital Costs.

[signatures located on the following page]

The parties are signing this Amendment effective as of the Amendment Date.

Big Sky Economic Development Corporation

By: _____
Steve Arveschoug, Executive Director
Date: _____

Landmark Development Services Company, LLC

By: _____
Robert P. Dunn, Managing Member
Date: _____

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

City of Billings

By: _____
Name: _____
Title: _____

Downtown Billings Partnership, Inc.

By: _____
Name: _____
Title: _____

Big Sky Economic Development Authority

By: _____
Name: _____
Title: _____

Billings Chamber of Commerce

By: _____
Name: _____
Title: _____

Billings Tourism Business Improvement District

By: _____
Name: _____
Title: _____

EXHIBIT 5

The parties intend for the Additional Amendment No. 1 Services and Additional Work outlined below to be a representation of the general categories of Services and Work that the Developer and its Subconsultants will be working on, and they do not intend for it to comprise a definitive set of deliverables:

Conceptual Design – Master Plan	Develop Presentation Materials Oversee Development and Revisions to Conceptual Designs as Required Public Presentations / Written and Graphic Support Continue Development of Baseline Cost Models – Civic Build Site Analysis and Massing Studies
Conceptual Design – Engineering	Support Baseline Cost Models General Engineering – Provide Details on Engineering Requirements Associated with Civic Build as Required
Preliminary Site Analysis	Due Diligence on Target Sites (e.g., Phase 1/ Surveys / Etc.) Site Investigation Land Acquisition / Valuation Consultants Land Contracts
Governmental Relations	Public and Media Relations Lobbying and Governmental Relations
Development Management	Developer to Provide Overall Development Management, Public Finance and Strategic Advancement of the Project
Legal / Public Finance	Draft / Modify Legislation Presentations and Hearings / Major Effort is Development of Presentation Materials Oversight of Public Communications Draft Legal Documents as Required Develop and Evaluate Structured Finance Alternatives Prepare Outlines of Development Structures as Project Proceeds and Outline of Definitive Documents for Future Phases of the Work
Other Professional Services	To Be Determined
Fiscal & Economic Impact Analysis	Consultant Team Presentations Modifications to Fiscal and Economic Impact Analysis Develop Comparative Analysis as Required

Developer's Capital Costs:

The parties are replacing the table on **Exhibit 4** of the original agreement with the following table. The difference between the tables is that the table below adds columns allocating the Developer's Additional Capital Costs state a new total Developer's Capital Costs:

CATEGORIES OF DEVELOPER'S ADDITIONAL CAPITAL COSTS AND TOTALS

Category of Cost	Original Estimated Developer's Capital Costs	Additional Estimated Developer's Capital Costs	Total Estimated Developer's Capital Costs
Development planning / management	\$256,700	\$ 190,800	\$ 447,500
Preparation of master project budgets / schedules	\$83,400	96,600	190,000
Capital structuring / financial modeling	\$198,500	196,750	395,250
Market research & analysis	\$162,500	143,500	306,000
Site planning & evaluation	\$51,650	81,900	133,550
Design management and administration	\$175,000	146,500	321,500
Report production / design / narrative	\$182,250	58,950	241,200
Legal / deal structuring & drafting	\$155,000	268,000	423,000
Related capital expenses	\$65,000	55,000	120,000
TOTAL NOT TO EXCEED	\$1,340,000	\$ 1,238,000	\$ 2,578,000

FORM OF APPLICATION FOR PAYMENT

DEVELOPER APPLICATION FOR PAYMENT (Form 4023)

From (Developer): To (EDC): Attention:	Application No: Contract No: Period From: Period To: Project No: Project Name:	<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">FOR OFFICE USE</td> </tr> <tr> <td style="width: 50%;">Entered _____</td> <td style="width: 50%;">Amt _____</td> </tr> <tr> <td>Date _____</td> <td>Ret _____</td> </tr> <tr> <td>Appl No _____</td> <td>Ded _____</td> </tr> <tr> <td></td> <td>Net _____</td> </tr> <tr> <td></td> <td>Approval _____</td> </tr> <tr> <td></td> <td>Date: _____</td> </tr> </table>	FOR OFFICE USE		Entered _____	Amt _____	Date _____	Ret _____	Appl No _____	Ded _____		Net _____		Approval _____		Date: _____
FOR OFFICE USE																
Entered _____	Amt _____															
Date _____	Ret _____															
Appl No _____	Ded _____															
	Net _____															
	Approval _____															
	Date: _____															

CERTIFICATE OF CONSULTANT:

The undersigned Developer certifies that to the best of Developer's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by Developer for Work for which previous Applications for Payment were issued and payments received from the EDC, and that current payment shown herein is now due and, further, that Consultant has no basis in events occurring before the date of this Application for Payment for claims for additions to the Contract Amount except for such claims with respect to which Developer has previously given written notice to EDC and which have been approved by EDC as a Contract Revision. Further, Developer, upon payment of the sum requested in this Application for Payment, hereby waives all its lien rights, if any, with respect to Work for which payment is claimed in this or any preceding Applications for Payment, except as to retainage currently being withheld by EDC, if any.

Signed: _____

Date: 1

Name / Title: _____

STATEMENT OF CONTRACT:

Attach additional sheets to substantiate requested amount as necessary.

ORIGINAL CONTRACT AMOUNT \$ _____

Change Orders No ___ through ___ \$ _____

CURRENT CONTRACT AMOUNT \$ _____

TOTAL COMPLETED & STORED TO DATE ... \$ _____

RETAINAGE _____% \$ _____

TOTAL EARNED LESS RETAINAGE \$ _____

LESS PREVIOUS REQUESTS \$ _____

CURRENT AMOUNT DUE \$ _____

State of: _____ County of: _____

Subscribed and sworn to before me this ___ day of _____, 20__

Notary Public: _____

My Commission expires: _____

SCHEDULE OF VALUES:

Account	Description	Current Contract Amount	Previous Requests	Current Amount Due	Total Work In Place	Percent Complete
		\$	\$	\$	\$	
		\$	\$ -	\$	\$	
		\$ -	\$ -	\$ -	\$ -	
		\$	\$	\$	\$	
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DEVELOPMENT PLAN AGREEMENT

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

RECITALS

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

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

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

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

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

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

AGREEMENT

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

1. Basic Definitions.

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

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

2. Services.

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

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

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

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

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

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

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

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

4. Expenses and Payment.

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

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

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

5. Term and Termination.

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

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

6. Insurance and Limitation of Liability.

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

Named Insured Parties:

Big Sky Economic Development Corporation
City of Billings
Downtown Billings Partnership, Inc.
Big Sky Economic Development Authority
Billings Chamber of Commerce
Billings Tourism Business Improvement District

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

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

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

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

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

8. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

EDC:

BIG SKY ECONOMIC DEVELOPMENT CORPORATION

ERIC M. SIMONSEN
By: [Signature]
Title: CHAIR
Date: 7.2.2019

DEVELOPER:

LANDMARK DEVELOPMENT SERVICES COMPANY, LLC

Robert P. Dunn
By: [Signature]
Title: Managing Member
Date: 7-9-19

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

City of Billings

By: [Signature]
Name: William A Cole
Title: Mayor

Downtown Billings Partnership, Inc.

By: [Signature]
Name: JAMIE A PATTEN
Title: PRESIDENT

Big Sky Economic Development Authority

By: [Signature]
Name: JENNIFER A SMITH
Title: CHAIR

Billings Chamber of Commerce

By: [Signature]
Name: John Brewer
Title: PRESIDENT/CEO

Billings Tourism Business Improvement District

By: [Signature]
Name: Ross Spruce
Title: Board Chair

EXHIBIT 1

SERVICES

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

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

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

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

1. Concept Master Plan

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

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

2. Preliminary Finance Plan

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

3. Legal / Definitive Deal Structure

- a. **Public Finance Term Sheets (As Required)**
- b. **Outline of Project Development Agreements**

4. Market Research

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

5. Development Management / Administration

- a. **Develop Scope of Services**
- b. **Primary Professional Services Agreements (e.g., Design Services Agreement, Consulting Services Agreement)**
- c. **Engage and Manage the Project Team**
- d. **Project Communications and Coordination Procedures**
- e. **Document Control and Distribution**
- f. **Accounting and Cost Control**
- g. **Community Relations Interface**
- h. **Complete Site Logistics Plan**
- i. **Outline of Public and Regulatory Approvals**

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

Payment of Expenses:

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

Expenses:

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

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

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

Developer’s Capital Costs:

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

same process required under Paragraph 4.2 of the Contract. Interest will not accrue on the Developer's Capital Costs. Nothing herein precludes either the Developer's Capital Costs or Strategy Partners' Capital Costs from being financed by any long-term construction financing or from any equity secured for Catalyst Project(s), or from being contributed to a Catalyst Project as equity, upon mutual agreement of the parties.

Work Plan:

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

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

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

Private Sector Components:

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

EXHIBIT 2

APPLICATION FOR PAYMENT

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

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

EXHIBIT 3

INSURANCE

Developer Insurance Coverages:

Commercial General Liability

General Aggregate \$2,000,000

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

Each Occurrence \$2,000,000

Automobile Liability

Combined Single Limit \$1,000,000

Worker's Compensation

Statutory

Employer's Liability

Each Accident \$1,000,000

Disease - Policy Limit \$1,000,000

Disease - Each Employee \$1,000,000

Professional Liability

Each Occurrence \$2,000,000

EXHIBIT 4

CATEGORIES OF DEVELOPER'S CAPITAL COSTS

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