

**REVISED (3/19/19)**  
**Consent Items J & K have been moved to**  
**Regular Agenda Items 3 & 4**

**CITY OF BILLINGS**

**CITY OF BILLINGS VISION STATEMENT:**

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

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**AGENDA**

**COUNCIL CHAMBERS**

**March 25, 2019**

**5:30 P.M.**

**CALL TO ORDER:** Mayor Cole

**PLEDGE OF ALLEGIANCE:** Mayor Cole

**INVOCATION:** Councilmember Friedel

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

**MINUTES:** March 11, 2019

**COURTESIES:**

**PROCLAMATIONS:** National Service Recognition Day - April 2, 2019

**ADMINISTRATOR REPORTS - CHRIS KUKULSKI**

**PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: 1, 3 and 4 ONLY.**

**Speaker sign-in required.** (Comments are limited to three (3) minutes. 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. **Mayor Cole recommends that Council confirm the following appointments:**

1.

	Name	Board/Commission	Term	
			Begins	Ends
1	No Applications	Animal Control Board*	03/25/19	12/31/21
2	No Applications	Board of Appeals - Electrical Contractor	03/25/19	12/31/21
3	No Applications	Board of Appeals	03/25/19	12/31/22
4	No Applications	Community Development - Lod Mod*	03/25/19	12/31/19
6	No Applications	Community Development - Lod Mod	03/25/19	12/31/22
7	No Applications	Housing Authority	03/25/19	12/31/23
8	Katherine Cerda	Human Relations Commission*	03/25/19	12/31/19
9	No Applications	Traffic Control Board	03/25/19	12/31/22

\* 1 Unexpired term of Jeannette Vieg

\* 4 Unexpired term of Rebecca Bey

\* 8 Unexpired term of Tajin Perez

B. **Bid Awards:**

1. **W.O. 17-14, Grand Avenue Water and Sanitary Sewer Extension Project.** (Opened 3/12/19) Recommend COP Construction; \$489,811.

2. **W.O. 18-25, Cardiff Road Culvert Replacement.** (Opened 3/12/19) Recommend Western Municipal Construction, Inc.; \$146,835.

3. **W.O. 19-04, 2019 ADA Ramp Replacement Project.** (Opened 3/12/19) Recommend J&J Concrete, Inc.; \$173,848.

C. **Invoice Cloud Services: On-Line Utility Account and Payment Services,** Harris Computer Systems; approximately \$157,258.

D. **MET Transit's Updated Title VI Program.**

E. **Consulting Agreement** with Tele-Consultants, Inc. for Greater Billings Non-Motorized Map and Mobile Application.

F. **Professional Services Contract** for W.O. 19-12, West End Reservoir Project; HDR Engineering; \$1,564,000.

- G. **Donation** to Parks, Recreation and Preservation Foundation from McCall Development for parkland at Norm's Island.
- H. **Application Request** to submit Passenger Facility Charge (PFC) Application to Federal Aviation Administration (FAA) for Billings Logan International Airport.
- I. **Acceptance** of the 2018 State Homeland Security Grant and Purchase Hazmat FTIR Analyzer Unit - FarrWest Environmental Supply; \$300,000.
- J. **Final Plat** of Sunnyside Subdivision, 1st filing.
- K. **Bills:**
  - 1. February 19, 2019
  - 2. February 25, 2019
  - 3. March 4, 2019

**REGULAR AGENDA:**

- 2. **PUBLIC HEARING AND SPECIAL REVIEW 974:** a special review to allow expansion and reconfiguration of an existing senior living facility on a 9.078 acre parcel of land generally located at 3940 Rimrock Road; Lutheran Retirement Home, Inc., owner; A & E Architects, agent. Zoning Commission recommends conditional approval and adoption of the findings of the 3 criteria. (Action: approval or disapproval of Zoning Commission recommendation.)
- 3. **PRELIMINARY MINOR PLAT** of Lake Hills Subdivision 25th Filing, Amended, generally located north of the intersection of Ditton Drive and Greenbriar Road; Canal Vista, LLC, owner; Greg Reid of WWC Engineering, agent. Staff recommends conditional approval and adoption of the findings of fact. (Action: approval or disapproval of staff recommendation.)
- 4. **PRELIMINARY MINOR PLAT** of Canal Vista Subdivision, generally located north of the intersection of Ditton Drive and Greenbriar Road; Canal Vista, LLC, owner; Greg Reid of WWC Engineering, agent. Staff recommends conditional approval and adoption of the findings of fact. (Action: approval or disapproval of staff recommendation.)

5. **PUBLIC HEARING AND RESOLUTION** vacating portions of Lake Heights Drive and Ditton Drive. Susan B. Lovely, Inc., Laurie Taylor, Inc., Julia Lawrence, Ken E. Roll and Jesse Arstein, petitioners. 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:** 03/25/2019

**TITLE:** Boards & Commissions Appointments

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

**Department:** City Hall Administration

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

The Mayor is requesting that the City Council confirm appointments for Board and Commission positions that are vacant due to resignations and unfilled vacancies.

**ALTERNATIVES ANALYZED**

Council may:

- Confirm the proposed appointments; or
- Not confirm the appointments.

**FINANCIAL IMPACT**

The proposed action has no financial impact.

**RECOMMENDATION**

Mayor Cole recommends that the City Council confirm the appointments to the following boards and commissions.

	Name	Board/Commission	Term	
			Begins	Ends
1	No Applications	Animal Control Board*	03/25/19	12/31/21
2	No Applications	Board of Appeals - Electrical Contractor	03/25/19	12/31/21
3	No Applications	Board of Appeals	03/25/19	12/31/22
4	No Applications	Community Development - Lod Mod*	03/25/19	12/31/19
6	No Applications	Community Development - Lod Mod	03/25/19	12/31/22
7	No Applications	Housing Authority	03/25/19	12/31/23
8	Katherine Cerda	Human Relations Commission*	03/25/19	12/31/19
9	No Applications	Traffic Control Board	03/25/19	12/31/22

\* 1 Unexpired term of Jeannette Vieg

\* 4 Unexpired term of Rebecca Bey

\* 8 Unexpired term of Tajin Perez

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 03/25/2019

**TITLE:** W.O. 17-14, Grand Avenue Water and Sanitary Sewer Extension Project

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

**Department:** Public Works

**Presentation:** No

**PROBLEM/ISSUE STATEMENT**

City Council is asked to consider awarding a construction contract to COP Construction in the amount of \$489,811.00 for the City of Billings' W.O. 17-14, Grand Avenue Water and Sanitary Sewer Extension project. This project would extend a 20-inch water main approximately 925 feet and an 18-inch sanitary sewer main approximately 945 feet in Grand Avenue between Wilderness Drive and 60th Street West.

Foxtail Village Subdivision is north of and adjacent to Grand Avenue between 58th and 60th Street West. This subdivision is currently served only from the east by a single 12-inch water main located in 58th Street West. This extension project would strengthen the water distribution system grid and improve both water service redundancy and quality in this area by creating a looped connection off Grand Avenue in 60th Street West. Extending the sanitary sewer with this project provides for future extension west in Grand Avenue and a lateral connection to the Grand Avenue trunk sewer at 60th Street West.

After being advertised in the *Yellowstone County News* and on the City website February 22, March 1 and March 8, staff received bids on March 12 from COP Construction and Western Municipal Construction. Staff recommends that City Council award a construction contract to COP Construction in the amount of \$489,811.00.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve awarding a construction contract to COP Construction, or;
- Disapprove awarding a construction contract to COP Construction. If the project is not completed, the City will be unable to complete an important water distribution system loop that would strengthen the service grid and improve both water service redundancy and quality to customers in the area. Delaying water and sewer extensions also increases future public inconvenience at a time when population and traffic impacts in the area are likely to be greater.

**FINANCIAL IMPACT**

The following bids were received on March 12, 2019 for W.O. 17-14, Grand Avenue Water and Sanitary Sewer Extension Project:

Contractor	Amount
COP Construction	\$489,811.00
Western Municipal Construction	\$745,370.00

There are sufficient water and sanitary sewer funds budgeted in FY19 for this project.

**RECOMMENDATION**

Staff recommends that City Council award a construction contract for the W.O. 17-14, Grand Avenue Water and Sanitary Sewer Extension project to COP Construction in the amount of \$489,811.00.

**APPROVED BY CITY ADMINISTRATOR**



**Regular City Council Meeting**

**Meeting Date:** 03/25/2019

**TITLE:** Bid Award: W.O. 18-25 Cardiff Road Culvert Replacement

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

**Department:** Public Works

**Presentation:** No

**PROBLEM/ISSUE STATEMENT**

W.O. 18-25 was developed to replace the culverts under Cardiff Road. One of the two existing 48" Corrugated Metal Pipe (CMP) culverts under Cardiff Road near its intersection with Briarwood Boulevard has collapsed. The project will install 42" High-Density Polyethylene (HDPE) liner pipe through both culverts to rehabilitate the drainage system. Staff opened bids on March 12, 2019, for the Cardiff Road Culvert Replacement project. There were 4 bids and Western Municipal Construction, Inc. submitted the lowest responsible bid.

The project was advertised in *The Yellowstone County News* on February 22, and March 1st, and 8th, 2019, and on the City's website.

**ALTERNATIVES ANALYZED**

City Council may:

- Award W.O. 18-25 Cardiff Road Culvert Replacement to Western Municipal Construction, Inc, in the amount of \$146,835.00, or;
- Reject all bids. If the contract is not awarded, the culvert will not be rehabilitated and will eventually see further failure putting the roadway and buried utilities at risk.

**FINANCIAL IMPACT**

The following bids were received and evaluated:

CONTRACTOR	BASE BID
Western Municipal Construction, Inc.	\$146,835.00
Wilson Bros. Construction of Montana, Inc.	\$174,515.00
COP Construction LLC	\$189,000.00
Thompson Contracting Inc.	\$187,750.00

The FY19 storm drain budget is adequate for this project.

**RECOMMENDATION**

Staff recommends that the City Council award a contract for W.O. 18-25 Cardiff Road Culvert Replacement to Western Municipal Construction, Inc., in the amount of \$146,835.00.

**APPROVED BY CITY ADMINISTRATOR**



**Regular City Council Meeting**

**Meeting Date:** 03/25/2019

**TITLE:** Bid Award: W.O. 19-04; 2019 ADA Ramp Replacement Project

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

**Department:** Public Works

**Presentation:** No

**PROBLEM/ISSUE STATEMENT**

W.O. 19-04, 2019 ADA Ramp Replacement Project, is a project consisting of Americans with Disabilities Act (ADA) accessible ramp construction on the street corners where the City will soon be completing pavement overlays and chip seals and on other corners at various locations throughout Billings.

The annual ramp construction project is in accordance with the City's agreement with the Department of Justice to install/upgrade ramps along streets constructed or reconstructed after 1992 and in specific areas identified by need. The miscellaneous ramp locations were selected based upon neighborhood requests.

The project was advertised on February 22nd, March 1st and March 8th, 2019 on the City's Website and in *Yellowstone County News*. Bids were opened on March 12th, 2019 and three bids were received. J&J Concrete, Inc. submitted the lowest bid. City staff reviewed the bids carefully due to the large disparity between bids and determined that the bid by J&J is considered a responsible bid. J&J has performed similar projects in past years and is aware of the work required to complete the project.

**ALTERNATIVES ANALYZED**

The Council may:

- Award Work Order 19-04, 2019 ADA Ramp Replacement Project to J&J Concrete, Inc. in the amount of \$173,848; or
- Do not award Work Order 19-04. If not awarded, the City would need to re-bid or cancel the project and construct the ramps in a subsequent year.

**FINANCIAL IMPACT**

The following bids were received and evaluated:

Contractor	Total Bid
J&J Concrete, Inc.	\$173,848
AV Construction	\$289,640
Knife River - Billings	\$331,898

Gas Tax funds will be used for this project. Adequate funding for this project is available in the approved budget for FY19.

## **RECOMMENDATION**

Staff recommends that Council award W.O. 19-04, 2019 ADA Ramp Replacement Project to J&J Concrete, Inc. in the amount of \$173,848.

## **APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 03/25/2019

**TITLE:** Invoice Cloud: On-Line Utility Account and Payment Services

**PRESENTED BY:** David Watterson, IT Director

**Department:** Information Technology

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

Information Technology, in coordination with Public Works, has recognized the importance of an improved On-line bill presentment and payment solution.

Our current solution, Citizen Access (CA), is part of our enterprise software solution from Harris Computer Systems. Our vendor is moving away from this outdated platform and standardizing on 2 solutions for payment processing. Invoice Cloud is one of the options. The current process is divided into three parts: Customer Portal (CA), customized credit card gateway, and a 3<sup>rd</sup> party credit card payment processor. The proposed Invoice Cloud On-line Solution provides this service in one bundle with all of the features necessary for an easy to use and secure online payment center.

Public Works recently went out to RFP for an online customer self service and water usage analytics platform for their utilities customers. WaterSmart was selected to provide customers with user-friendly on-line access to their statements, consumption, and service information. Invoice Cloud and WaterSmart have developed a unique Single SignOn that leverages the strengths of both platforms. WaterSmart will provide an on-line payment option directly linked with Invoice Cloud. The result is a seamless integration between WaterSmart and Invoice Cloud.

In 2018, Public Works paid approximately \$157,989.47 in credit card processing fees for on-line utility bill payments. Invoice Cloud is a SaaS solution (Software as a Service) providing enhanced citizen on-line access to account information, secure on-line payment options, and full credit card processing services in exchange for industry standard credit card processing fees. Invoice Cloud Services will replace our existing credit card processor at an estimated annual cost of \$157,257.78. In addition, implementing Invoice Cloud is a critical step in moving towards "paperless billing" which ultimately will save money through reduced printing costs. Infocloud was selected based on previous selection criteria in the Watersmart RFP and it's compatibility with Watersmart and Harris Computer Systems. The Invoice Cloud Services represent an annual cost savings and added value to both Public Works and our citizens.

Harris Computer Systems is proposing this solution as an amendment to our Master Agreement between Harris Enterprise Resource Planning and City of Billings, MT. Some of the highlights of the Harris/Invoice Cloud integration include:

- Expanded Payment Channels – EBPP/Mobile/IVR/Pay by Text/Kiosk/POS
- Payment Processing/Remittance Data (Near Real-Time Updates to Utility Billing)
- AutoPay Settings
- Supports Paperless Billing
- Real time Account Balance

Invoice Cloud reduces our annual credit card processing fees, enhances our customer's on-line access to information, and provides a user friendly on-line payment portal. This will result in a very visible improvement in our city website, increased customer satisfaction, support for future paperless billing, and higher adoption rates of electronic payments from our customers.

## **ALTERNATIVES ANALYZED**

City Council may:

- Approve the Invoice Cloud Services with an estimated annual cost of \$157,258; or
- Disapprove the use of Invoice Cloud and provide guidance to staff.

## **FINANCIAL IMPACT**

Public Works paid \$157,989 in 2018 to US Bank for utility on-line payment credit card processing fees. The Invoice Cloud Solution will provide enhanced on-line services and replace the credit card processing services provided by US Bank at an estimated annual cost of \$157,258 which represents a savings of approximately \$731/yr.

## **RECOMMENDATION**

Staff recommends that the City Council approve the purchase of Invoice Cloud Services through Harris Computer Systems.

## **APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 03/25/2019

**TITLE:** Approval of MET Transit's Updated Title VI Program

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

**Department:** Transit

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

As a recipient of Federal transit funding, MET Transit is required to have a Title VI Program in place with the Federal Transit Administration (FTA). Title VI of the Civil Rights Act of 1964 states: "No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance based on race, color, or national origin." In addition to the requirement to submit an updated Title VI Program every three years, on August 28, 2012, the FTA published a notice in the Federal Register announcing changes to the Title VI Circular. One of the new requirements of the Circular is that the MET's Title VI Program, including any updates to the program, must now be approved by the City Council. Updates to the Title VI Program include new contact information, an update to the foreign language interpreter list, an updated inventory of the locations of the MET's bus shelters and bus benches, and an update in the ridership information/data.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the updated Title VI Program; or
- Disapprove the updated Title VI Program and jeopardize receiving any further FTA grant funding.

**FINANCIAL IMPACT**

As a recipient of Federal transit funding, MET must have a Title VI Program in place. Failure to submit an updated Program may jeopardize or delay the award of the annual \$1.8 million FTA operating grant, as well as any capital grants.

**RECOMMENDATION**

Staff recommends that the City Council approve the updated Title VI Program.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Title VI

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**CITY OF BILLINGS**  
**NONDISCRIMINATION POLICY STATEMENT**  
**AND**  
**COMPLAINT PROCEEDURE**  
**FOR THE**  
**MET TRANSIT BUS PROGRAM**  
**EFFECTIVE JUNE 1, 2019**

The Billings MET Transit Program (hereinafter referred to as the “Recipient”) hereby agrees to comply with the following Federal Statutes, Federal Highway Administration Regulations, Federal Transit

Administration, and the Montana Department of Transportation, and the policies and procedures promulgated by the Federal Highway Administration, as a condition to the receipt of Federal Funds.

## **I. Plan Statement**

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance” (42 U.S.C. section 2000d).

The City of Billings MET Transit is committed to ensuring that no person is excluded from participation in, or denied the benefits of its transit services on the basis of race, color, or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1B.

The MET Transit Bus program provides transportation within the City limits of Billings through both a demand response system and a fixed route program. A rider wishing to use the demand response system may call the Billings MET Transit office and arrange for a pickup and delivery within the bus service area. This service provides these riders with a “curb to curb” transit service. Fixed Route bus riders are picked up and dropped off at a specific location on the fixed route. MET Transit operates with no program priorities, in that all riders’ requests are handled on an equal basis.

This plan was developed to guide the City of Billings MET Transit in its administration and management of Title VI-related activities.

## **II. Title VI Contact**

The City Administrator of the City of Billings has Title VI responsibility for the MET Transit Bus program, and is responsible for initiating and monitoring Title VI activities, preparing required documents, conducting complaint investigations, and generally implementing the procedures described in the Program. The City Administrator also has the authority to delegate responsibility for certain items to other individuals, where appropriate. All reports, investigations, and reviews will be prepared by or submitted to the City Administrator within the prescribed time constraints.

Chris A. Kukulski, City Administrator  
City of Billings  
City Hall, 210 North 27<sup>th</sup> Street  
PO Box 1178  
Billings, MT 59103  
[kukulskic@ci.billings.mt.us](mailto:kukulskic@ci.billings.mt.us)

The organizational chart for the City of Billings is found in **Appendix 1**.

### **III. Title VI Information Dissemination**

Title VI information posters shall be prominently and publicly displayed in the Administrative Offices of the City of Billings MET Transit Office at 1705 Monad Road, Billings, MT 59101, in all MET Transit vehicles, at both transfer centers and on MET Transit's website: [www.mettransit.com](http://www.mettransit.com).

Additional information relating to nondiscrimination obligation can be obtained from the City of Billings MET Transit Planning and Development Coordinator.

Debra Hagel, Transit Planning and Development Coordinator  
City of Billings MET Transit  
1705 Monad Road  
Billings, MT 59101  
406-657-8218  
[hageld@ci.billings.mt.us](mailto:hageld@ci.billings.mt.us)

A copy of the poster is found in **Appendix 2**.

### **IV. Subcontracts and Vendors**

All subcontractors and vendors who receive payments from the City of Billings MET Transit where funding originates from any federal assistance are subject to the provisions of Title VI of the Civil Rights Act of 1964 as amended.

Written contracts shall contain non-discrimination language, either directly or through the bid specification package which becomes an associated component of the contract.

### **V. Record Keeping:**

The City Administrator will maintain permanent records, which include, but are not limited to, copies of Title VI complaints or lawsuits and related documentation, and records of correspondence to and from complainants, and Title VI investigations.

### **VI. Title VI Complaint Procedures**

Any person who believes she or he has been discriminated against on the basis of race, color, or national origin by the City of Billings MET Transit (hereinafter referred to as "the MET") may file a Title VI complaint by completing and submitting the agency's Title VI Complaint form. The City of Billings MET Transit investigates complaints received no more than 180 calendar days after the alleged incident. The MET will process complaints that are complete.

Once the complaint is received, the MET will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgement letter informing her/him whether the complaint will be investigated by our office.

The MET shall also provide assistance to complainants, including those persons with disabilities, or who are limited in their ability to communicate in English. Additionally, the MET shall make every effort to address all complaints in an expeditious and thorough manner.

The MET has 60 days to investigate the complaint. If more information is needed to resolve the case, the MET may contact the complainant. If the investigator is not contacted by the complainant or does not receive the additional information within 10 business days, the MET can administratively close the case. A case can be administratively closed also if the complainant no longer wishes to pursue their case.

After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member or other action will occur. If the complainant wishes to appeal the decision, she/he has 7 days after the date of the letter or the LOF to do so.

A person may also file a complaint directly with the Federal Transit Administration, at FTA Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590.

**TITLE VI  
COMPLAINT FORM  
City of Billings MET Transit**

**SECTION I:**

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Last Name	First Name	Middle Name
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Address	City	ST.	ZIP
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Home Phone	Work Phone	Cell Phone
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Electronic Mail Address: \_\_\_\_\_

**SECTION II:**

Are you filing this complaint on your own behalf? *If you answered "yes" to this question, go to Section III. If not, please supply the name and relationship of the person for whom you are complaining:	Yes*	No
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\_\_\_\_\_

Please explain why you have filed for a third party:

\_\_\_\_\_

\_\_\_\_\_

Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.	Yes	No
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**SECTION IV**

Have you previously filed a Title VI complaint with this agency?

Yes

No

**SECTION V**

Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?

Yes

No

If yes, check all that apply:

Federal Agency: \_\_\_\_\_

State Agency: \_\_\_\_\_

Federal Court: \_\_\_\_\_

Local Agency: \_\_\_\_\_

State Court: \_\_\_\_\_

Please provide information about a contact person at the agency/court where the complaint was filed.

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

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

Agency: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

**SECTION VI**

Name of agency complaint is against: \_\_\_\_\_

Contact person: \_\_\_\_\_

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

Telephone number: \_\_\_\_\_

You may attach any written materials or other information that you think is relevant to your complaint.

\_\_\_\_\_  
Signature of Complainant

\_\_\_\_\_  
Date

Please submit this form in person at the address below, or mail this form to:

City of Billings MET Transit  
Debra Hagel, Transit Planning & Development Coordinator  
1705 Monad Road  
Billings, MT 59101

FOR CLERICAL USE ONLY
DATE COMPLAINT RECEIVED BY RECIPIENT
Month: _____ Day: _____ Year: _____
Complaint #: _____



## Title VI Investigations, Lawsuits, and Complaints

	<b>Date</b>	<b>Summary</b>	<b>Status</b>	<b>Action(s) Taken</b>
	(Month, Day, Year)	(include basis of complaint: race, color, or national origin)		
<b>Investigations</b>				
1.				
2.				
3.				
<b>Lawsuits</b>				
1.				
2.				
3.				
<b>Complaints</b>				
1.				
2.				
3.				

- a. There are no outstanding lawsuits or complaints naming the City of Billings MET Transit which allege discrimination on the basis of race, color, or national origin with respect to service or other transit benefits.
- b. During the course of the last three (3) years, there have not been any civil rights compliance review activities conducted with respect to the City of Billings MET Transit and, to the best of our knowledge, there are not presently any ongoing civil rights review activities being conducted with respect to the City of Billings MET Transit.
- c. There are currently no pending construction projects which would negatively impact minority communities being performed by the City of Billings MET Transit.

### VII. Public Participation Plan

Prior to increasing fares or implementing a major reduction\* of transit service, the City Of Billings conducts the following locally developed process to solicit and consider public comment:

1. Staff will hold at least two public meetings at various locations in the city to advise the public of recommended changes.
2. Public meetings will be held in an ADA accessible building. Participants will be presented with all information on proposed changes.

3. Posters will be placed on the buses and at the transfer centers stating Date, Time and Place of all meetings.
4. Information on all proposed changes will be posted on MET Transit's website.
5. A public hearing about such fare increase/major service reduction is scheduled before the City Council and notice of the Council Agenda, including such public hearings, is provided to the media.
6. A public hearing is held before the City Council and all public comment is heard and considered by the City Council and Staff prior to implementation. All minutes from the public hearing is documented.

\*A major reduction in service would involve at least 25% of total system service hours.

### **VIII. Language Assistance Plan**

Based on the US Department of Transportation (USDOT) – Federal Transit Administration Office of Civil Rights guidance concerning recipients' responsibilities to LEP persons, there are four factors to consider in determining MET Transit's obligation to provide LEP services.

#### **1. *The number or proportion of LEP persons serviced or encountered in the eligible service population.***

Based on the 2019 World Population Review, Billings has a small percentage of its total population belonging to the LEP population.

- Per the 2019 World Population Review, Billings has a population base of 89.6% Caucasian/White, 5.2% Hispanic or Latino, 4.4% American Indian and Alaska Native, and 0.8% Black/African American or other nationalities. 96.17% of Billings' residents speak only English, while 3.83% speak other languages. The largest non-English language is Spanish, which is spoken by 1.67% of the population.

#### **2. *The frequency with which LEP individuals come in contact with the program.***

- Based on contacts with our transit vehicle drivers, calls to MET Transit's customer service telephone line and riders coming into our Administrative office to purchase passes or request schedules, we have had very limited interaction with LEP individuals.

#### **3. *The nature and importance of the program, activity, or service provided by the recipient to people's lives.***

- Many of MET Transit's patrons are transit-dependent and the MET is important in providing access to employment, personal business/errands, schools and colleges.

#### **4. *The resources available to the recipient and cost.***

MET has recently contracted with *Language Link*, an over-the-phone interpretation service. The cost is \$0.62 cents per minute. They are available 24/7/365 and cover 240 languages and dialects.

### **IX. Aviation & Transit Board**

BMCC Section 5-201 – 204 created an Aviation and Transit Board. The Aviation and Transit Board shall be composed of seven members, each serving four year terms, each of whom will possess the qualifications for office required for the office of Mayor and shall be appointed by the Mayor with

the consent of the Council. These positions are advertised in the local paper and on the City's website.

The Board shall be a citizen's advisory board to the City Council to aid the City Council in formulating City policy in matters pertaining to the MET Transit System, Airport and the concomitant properties. The primary responsibility of the Board is to review existing and proposed City policies and to review City department activities to ensure that City policies are being implemented and carried out, and further, to report any shortcomings and make recommendations to the City Council.

The Board meets monthly and meetings are open to the public. Meeting dates are posted well in advance on MET Transit's website and in *Yellowstone County News*.

Body	Caucasian	Latino	African American	Asian American	Native American
Population	89.6%	5.2%	0.8%	0.7%	4.4%
Aviation & Transit Committee	100%*	0%	0%	0%	0%

\*Currently the Board has one woman and six men

## System-wide Service Standards and Policies

### **VEHICLE LOAD**

#### Standard

Vehicle load factor is the ratio of number of seats to number of passengers on each trip. At this time none of MET's buses exceeds their capacity. All passengers are able to utilize a seat during their trip. The load factors in the MET Transit system are all less than 1:1. Route headways vary between 30 and 60 minutes, depending on the route. We do not differentiate between peak and off-peak hours.

#### Policy

Service frequencies are adjusted to ensure that the maximum load standards are met whenever possible.

#### Methodology

The Weekly Vehicle Load Factor (Table 1) details the average weekly load factor for all MET routes.

#### Comparison to Service Standard

The table shows a load factor of less than 1:1 for all routes. These load factors compare favorably to the standard of 1:1.

**Table 1**

**WEEKLY VEHICLE LOAD FACTOR**

<u>ROUTE</u>	<u>NUMBER OF SEATS</u>	<u>AVERAGE NO.</u>	<u>LOAD FACTOR</u>	<u>PASSENGERS</u>
1	2,560	460		.18
3	3,520	506		.14
5	7,040	1,800		.26
7	3,520	674		.19
9	3,520	648		.18
10	3,520	937		.27
13	1,760	318		.18
14	800	108		.14
15	1,280	96		.08
16	1,760	435		.25
17	1,440	235		.16
18	1,120	336		.30
19	1,920	696		.36
24	3,520	218		.06

\*Data from FY18

## VEHICLE ASSIGNMENT

### Standard

The Operations Supervisor is responsible for assigning vehicles to routes. Assignments are made from a vehicle list indicating buses available for all day runs. The Maintenance Department is responsible for ensuring that there are a sufficient number of vehicles available to provide service on all routes and to schedule vehicles for regular maintenance.

### Policy

MET has a 25-bus fleet, operating 15 buses on weekdays and 7 buses on Saturdays. Table 2 (Fleet Roster) lists the vehicles in the fleet; all buses are ADA accessible. MET currently has six Champion/Ford buses and 19 Gillig buses and they are assigned randomly.

### Methodology

MET Fleet Roster (Table 2) provides an overview of the fleet, including the age of a bus and seating capacity.

### Comparison to Service Standard

All buses serve minority and low income areas.

**Table 2**

**FLEET ROSTER**

<b><u>Make/Model</u></b>	<b><u>Year</u></b>	<b><u>Seating Capacity</u></b>
1801/Gillig	2004	34 seats
1802/Gillig	2004	34 seats
1803/Gillig	2004	34 seats
1804/Gillig	2004	34 seats
1805/Gillig	2004	34 seats
1806/Gillig	2004	34 seats
1807/Gillig	2005	34 seats
1808/Gillig	2005	34 seats
1809/Gillig	2005	34 seats
1810/Gillig	2005	34 seats
1811/Gillig	2005	34 seats
1812/Gillig	2006	34 seats
1813/Gillig	2006	34 seats
1814/Gillig	2006	34 seats
1815/Gillig	2006	34 seats
1816/Gillig	2006	34 seats
1817/Gillig	2007	34 seats
1818/Gillig	2011	31 seats
1819/Gillig	2011	31 seats
1820/Champion	2016	27 seats
1821/Champion	2016	27 seats
1822/Champion	2016	27 seats
1823/Champion	2016	27 seats
1824/Champion	2016	27 seats
1825/Champion	2016	27 seats

## VEHICLE HEADWAY

### Standard

Vehicle headway is defined as a measurement of the time interval between two vehicles traveling in the same direction on the same route.

Vehicle headways are determined by route (see Table 3). MET service includes 30 and 60 minute headways.

We do not differentiate between peak and off-peak service.

### Policy

MET policy is to provide a level of service that meets the service demand as measured by ridership, vehicle load factors and population density. Vehicle load factors at maximum load points are used to determine the individual routes headway.

### Methodology

Vehicle headway is outlined in Table 3. All buses serve minority and low income areas.

### Comparison to Service Standard

All buses serve minority areas. Thus, vehicle headways are based on ridership and passenger demand, and not based on race, income, or other Title VI population groups.

**Table 3**

**MET TRANSIT VEHICLE HEADWAYS**

<b><u>Route</u></b>	<b><u>Headway</u></b>	<b><u>Initial Departure Time</u></b>
<b>1</b>	<b>30 minutes</b>	<b>8:35 am (M-F)</b>
<b>3</b>	<b>60 minutes</b>	<b>6:20 am (M-F) 8:10 am (Sat)</b>
<b>5</b>	<b>30 minutes</b>	<b>5:50 am (M-F) 8:10 am (Sat)</b>
<b>7</b>	<b>60 minutes</b>	<b>6:18 am (M-F) 8:10 am (Sat)</b>
<b>9</b>	<b>60 minutes</b>	<b>6:20 am (M-F) 9:10 am (Sat)</b>
<b>10</b>	<b>60 minutes</b>	<b>6:20 am (M-F)</b>
<b>13</b>	<b>60 minutes</b>	<b>6:20 am (M-F) 8:10 am (Sat)</b>
<b>14</b>	<b>60 minutes</b>	<b>5:50 am (M-F)</b>
<b>15</b>	<b>60 minutes</b>	<b>6:50 am (M-F)</b>
<b>16</b>	<b>60 minutes</b>	<b>5:50 am (M-F)</b>
<b>17</b>	<b>60 minutes</b>	<b>6:45 am (M-F)</b>
<b>18</b>	<b>60 minutes</b>	<b>6:48 am (M-F) 8:40 am (Sat)</b>
<b>19</b>	<b>60 minutes</b>	<b>6:18 am (M-F) 8:05 am (Sat)</b>
<b>24</b>	<b>60 minutes</b>	<b>6:20 am (M-F)</b>

## DISTRIBUTION OF TRANSIT AMENITIES

### Standard

Transit amenities refer to items of comfort and convenience available to the general riding public, such as passenger shelters and benches.

**Bus Shelters:** MET Transit provides bus shelters along bus routes. Several factors help determine whether a bus stop will receive a shelter. These factors include ridership volume, availability of right-of-way, passenger demand, the need for added protection from inclement weather and concentration of elderly or disabled passengers in the area. Currently we have 24 shelters located along MET routes.

**Bus Benches:** Several factors help determine the placement of bus benches. These factors include ridership volume, availability of right-of-way, visual impact of the bench for advertising, and concentration of elderly or disabled passengers in the area. Currently there are 266 benches along MET routes.

### Policy

It is the policy of MET to distribute its transit amenities in a manner to serve a maximum number of customers.

### Methodology

Table 4 is an example of where we locate our bus shelters and bus benches on all MET routes.

### Comparison to Service Standard

MET has communicated the need for equitable placement of amenities and will continue to monitor these placements.

**Table 4**

**Bus Shelter Locations:**

<u>Location</u>	<u>Located by</u>
Monad/24 <sup>th</sup> St. W.	Buffalo Wild Wings
Steward Park Transfer Center	West of Rimrock Mall
Central/Santa Fe	Billings Health & Rehab
Grand/17 <sup>th</sup> St. W.	US Bank/"old" West Park Plaza
15 <sup>th</sup> St. W./Ave B	Sears/"old" West Park Plaza
Poly/13 <sup>th</sup> St. W.	First Presbyterian Church
825 Ave D	Pleasant View Apartments
Ave D/8 <sup>th</sup> St W.	Pleasant View Apartments
N. 30 <sup>th</sup> /12 <sup>th</sup> Ave N.	St. Vincent Hospital
N. 27 <sup>th</sup> /near Rimrock Road exit	MSU-Billings (tennis courts)
2417 8 <sup>th</sup> Ave N.	Prairie Towers
N. 25 <sup>th</sup> /8 <sup>th</sup> Ave N.	Prairie Towers
2675 Central Ave	Lamplighter Square
7 <sup>th</sup> N./N.19 <sup>th</sup> St.	Big Sky Apartments
N. 23 <sup>rd</sup> St/between 3 <sup>rd</sup> & 4 <sup>th</sup> Ave N.	Sr. Community Center/Parks & Rec
S. 28 <sup>th</sup> /8 <sup>th</sup> Ave S.	Fraser Towers
9 <sup>th</sup> St S./S.30 <sup>th</sup>	Southside Senior Center
2850 King Ave W.	Arby's/Casino
Rosebud/21 <sup>st</sup> W.	Job Service
Grand/8 <sup>th</sup> St. W.	Holiday Station
Wicks Lane/west of Bench Blvd	Walmart
Poly/Ash	MSU-Billings (north side of Poly)
Central Ave./38 <sup>th</sup> St. W.	Billings Career Center
S. 27 <sup>th</sup> /10 <sup>th</sup>	Passages
220 N. 25 <sup>th</sup> St.	Downtown Transfer Center

**Bus Stop Benches**

1	1st Av N & 27 <sup>th</sup>	SEC	Sheraton
2	1st Av N & 27 <sup>th</sup>	NWC	Jakes
3	1st Av N & Division	NWC	Central High School
4	1st Av S & 28 <sup>th</sup>	SEC	Meadowgold Dairy
5	1st Av S & 27 <sup>th</sup>	NWC	Parking Lot
6	2nd Av N & 27 <sup>th</sup>	SWC	Rockman Interiors
7	2nd Av N & N32nd	SWC	Parking Lot
8	3rd Av N & 26th	NEC	Parking Lot
9	4th Av N & 28 <sup>th</sup>	SEC	US Bank Parking

10	4th Av N & 13 <sup>th</sup>	SWC	Empty Lot
11	4th Av N & 18 <sup>th</sup>	SWC	Jefferson Bus Lines
12	4th Av N & 27 <sup>th</sup>	SWC	Midas
13	4th Av N & 27 <sup>th</sup>	SEC	Master Lube
14	4th Av N & 30 <sup>th</sup>	SWC	Grand Bagel
15	4th Av N & 31 <sup>st</sup>	SWC	Drive-in Bank
16	4th Av N & 32 <sup>nd</sup>	SWC	Parking Lot
17	4th Av N & Exposition	SEC	Metra Park
18	6 <sup>th</sup> Avenue N & 13 <sup>th</sup> St	NEC	Lot
19	8 <sup>th</sup> Ave N & 27 <sup>th</sup>	NWC	Parking Lot
20	6th Av N & 29 <sup>th</sup>	NEC	Streeter Bros.
21	6th Av N & 30 <sup>th</sup>	NEC	Empty Building
22	6th Av N & 31 <sup>st</sup>	NEC	Office Building
23	7th Av N @ Albertsons	SEC	Albertsons
24	8th Av N & 27 <sup>th</sup>	SEC	KFC
25	9 <sup>th</sup> Ave N & 29 <sup>th</sup>	NWC	Psyh Center
26	9th Av N & 27 <sup>th</sup>	NWC	Billings Clinic
27	9th Av N & 27 <sup>th</sup>	SEC	Perkins
28	9th Av N & 27 <sup>th</sup>	NEC	Dehler Park
29	9th Av N & 27 <sup>th</sup>	SWC	Hospital Lot
30	10 <sup>th</sup> Ave N & 27 <sup>th</sup>	NWC	Billings Clinic
31	9th Av N & 29 <sup>th</sup>	NWC	Motel
32	10th Av N & 30 <sup>th</sup>	NEC	Billings Clinic
33	11th Av N & 27 <sup>th</sup>	SEC	MRI
34	11th Av N & 27 <sup>th</sup>	NWC	Parking Lot
35	11th Av N & 30 <sup>th</sup>	SEC	Deaconess Research
36	12th Av N & 27 <sup>th</sup>	SWC	Parking Lot
37	12th Av N & 27 <sup>th</sup>	NWC	Parking Lot
38	12th Av N & 27 <sup>th</sup>	SEC	Parking Lot
39	12th Av N & 29 <sup>th</sup>	SEC	Medical Building
40	12th Av N & 30 <sup>th</sup>	SEC	St. Vincent's
41	12th Av N & 30 <sup>th</sup>	NEC	St. Vincent's
42	8th W & Miles	SWC	Residential
43	13th W & Av D	NEC	Dental Office
44	15th W & Wyoming	SEC	BAC
45	15th W & Miles Av.	SEC	Apartments
46	15th W & Miles Av.	NWC	Apartments
47	15th W & Av B	SEC	Pawn Shop
48	30th W & Belvedere Dr.	NWC	Will James
49	Colton & 17 <sup>th</sup>	SEC	Condos
50	Colton & 17 <sup>th</sup>	SWC	Office Building
51	Colton & 24 <sup>th</sup>	SEC	Duplex
52	Elevation & 30 <sup>th</sup>	SEC	Merrilac Hall

53	Arnold Dr. & 24th St. W	SEC	Caldwell Bankers
54	Broadwater & 5th	NEC	Office Bldg.
55	Broadwater & 5th	SWC	Parking Lot
56	Broadwater & 5th	SEC	Dominos
57	Broadwater & 6th	NEC	Residential
58	Broadwater & 6th	SWC	Residential
59	Broadwater & 7th	SWC	Parking Lot
60	Broadwater & 8th	SWC	Lock shop
61	Broadwater & 8th	NEC	Residential
62	Broadwater & 14th	SWC	TLC
63	Broadwater & 14th	NEC	Parking Lot
64	Broadwater & 15th	SWC	Red Rooster Café
65	Broadwater & 15th	NWC	Kwik Way
66	Broadwater & 15th	NEC	Doc & Eddies
67	Broadwater & 15th	SEC	Army Reserve
68	Broadwater & 19th	NEC	Hair Co.
69	Broadwater & 19th	SWC	Laundromat
70	Broadwater & 24th	NEC	Tattoo Shop
71	Broadwater & 24th	NWC	Softies
72	Broadwater & 24th	SWC	Used Car Lot
73	Broadwater & 24th	SEC	One Source Lighting
74	Broadwater & 32nd	SWC	Christian School
75	Broadwater & 29th	SWC	Residential
76	Broadwater & Gay Pl.	SEC	Office Center
77	Broadwater & Parkview	NWC	Lillis Park
78	Broadwater & Vermillion	NEC	Empty Blvd.
79	Broadwater & 35th	SEC	Apartments
80	Central & 6 <sup>th</sup>	SWC	Lot
81	Central & 8 <sup>th</sup>	NEC	Auto Repair
82	Central & 8 <sup>th</sup>	SWC	Kwik Way
83	Central & 12 <sup>th</sup>	NEC	Batteries Plus
84	Central & 12 <sup>th</sup>	SWC	Parking Lot
85	Central & 15 <sup>th</sup>	NWC	Bucks Bar
86	Central & 15 <sup>th</sup>	NEC	Enduro Seat Covers
87	Central & 19 <sup>th</sup>	NEC	Church
88	Central & 19 <sup>th</sup>	SWC	Empty Lot
89	Central & Santa Fe	SEC	Frame Shop
90	Central & Santa Fe	SWC	Mongolian Grill
91	Central & Santa Fe	NWC	Apartments
92	Central & 24 <sup>th</sup>	SWC	Hardees
93	Central & 24 <sup>th</sup>	NEC	Car Wash
94	Central & 24 <sup>th</sup>	NWC	US Bank
95	Central & 29 <sup>th</sup>	SWC	Brewer Dental

96	Central & 29 <sup>th</sup>	NWC	Condos
97	Central & 32 <sup>nd</sup>	SWC	Altana Federal Credit
98	Central & 32 <sup>nd</sup>	SEC	Quest
99	Central & 32 <sup>nd</sup>	NEC	Empty Lot
100	Central & 35 <sup>th</sup>	NWC	Lot
101	Mall Dr. & 24 <sup>th</sup>	NWC	Rimrock Mall
102	Mall Dr. & 24 <sup>th</sup>	SEC	Strip Mall
103	Grand & Division	SWC	Office Building
104	Grand & 3 <sup>rd</sup>	NEC	Apartments
105	Grand & 3 <sup>rd</sup>	SWC	Office Building
106	Grand & 5 <sup>th</sup>	SWC	Parking Lot
107	Grand & 8 <sup>th</sup>	SWC	Empty Lot
108	Grand & 8 <sup>th</sup>	NEC	Holiday Station
109	Grand & 13 <sup>th</sup>	NWC	Dotty's Casino
110	Grand & 13 <sup>th</sup>	SWC	Football Field
111	Grand & 13 <sup>th</sup>	NEC	Casino
112	Grand & 14 <sup>th</sup>	SWC	O'Reilly's Auto Parts
113	Grand & 14 <sup>th</sup>	NEC	Aaron's
114	Grand & 15 <sup>th</sup>	SWC	Mustard Seed
115	Grand & 15 <sup>th</sup>	SEC	Blood Bank
116	Grand & 15 <sup>th</sup>	NEC	Grand Fireplace
117	Grand & 16 <sup>th</sup>	SWC	Pizza Hut Parking Lot
118	Grand & 17 <sup>th</sup>	SWC	Mattress King
119	Grand & 18 <sup>th</sup>	NEC	Kids Store
120	Grand & 19 <sup>th</sup>	NEC	Gunsmith
121	Grand & 19 <sup>th</sup>	SWC	Pittsburg Paint
122	Grand & 24 <sup>th</sup>	NWC	Security Federal
123	Grand & 24 <sup>th</sup>	SEC	Optical
124	Grand & 30 <sup>th</sup>	SEC	Stone Mtn Pottery
125	Grand & 32 <sup>nd</sup>	SEC	Field
126	Lewis & 15 <sup>th</sup>	NWC	Residential
127	Lewis & 15 <sup>th</sup>	SEC	Park
128	Lewis & 15 <sup>th</sup>	NEC	Mobile Home Park
129	Lewis & 16 <sup>th</sup>	NEC	Residential
130	Lewis & 19 <sup>th</sup>	NEC	Residential
131	Lewis & 24 <sup>th</sup>	SEC	Kwik Way
132	Lewis & 24 <sup>th</sup>	NEC	Empty Lot
133	Lewis & 24 <sup>th</sup>	SWC	Residential
134	Lewis & 24 <sup>th</sup>	NWC	Church
135	Montana & N27 <sup>th</sup>	SEC	St. Vincent DePaul
136	Monad & 19 <sup>th</sup>	NEC	Par 3
137	Monad & 19 <sup>th</sup>	SWC	Northwestern Energy
138	Monad & 24 <sup>th</sup>	NWC	Auto Dealer

139	Monad & 24 <sup>th</sup>	NEC	Kwik Way
140	Monad & 24 <sup>th</sup>	SWC	Car Lot
141	Monad & 26 <sup>th</sup>	NEC	Car Lot
142	Parkhill & Virginia Ln.	SWC	Residential
143	Parkhill & 13 <sup>th</sup>	SWC	Residential
144	Parkhill & 17 <sup>th</sup>	SEC	Residential
145	Parkhill & 17 <sup>th</sup>	NEC	Empty Lot
146	Poly & Ash St.	NWC	MSU-B
147	Poly @ Rocky Ent.	NEC	RMC
148	Poly & 17 <sup>th</sup>	SEC	17th St. Station
149	Poly & 15 <sup>th</sup>	SWC	Granary
150	Poly & 13 <sup>th</sup>	NEC	Residential
151	Poly & N27	SEC	Rock Pile
152	Poly & N27	NWC	MSUB
153	Poly & Rehberg	SEC	Church
154	Poly & Rehberg	SWC	Residential
155	Poly & Rehberg	NWC	Residential
156	Poly & Zimmerman Tr.	SWC	Lot
157	Rehberg & Colton	NWC	Empty Lot
158	Rehberg & Av B	SEC	Car Wash
159	Rehberg & Av C	NWC	Residential
160	Pueblo & 24 <sup>th</sup>	SEC	Nutra-Life
161	Rimrock & 13 <sup>th</sup>	SWC	School
162	Rimrock & 13 <sup>th</sup>	NEC	Residential
163	Rimrock & 17 <sup>th</sup>	NEC	Residential
164	Rimrock & 17 <sup>th</sup>	SEC	Dental Office
165	Rimrock & Rehberg	SEC	Residential
166	Rimrock & Rehberg	NEC	Residential
167	Rimrock & 38 <sup>th</sup>	SWC	St. John's
168	Rimrock & Zimmerman Tr.	NEC	Residential
169	Rimrock & Yucca	SWC	MSU-B Parking
170	Rimrock & Virginia Ln.	NEC	Residential
171	Rosebud & 24 <sup>th</sup>	NEC	Pier One
172	Lampman & 24 <sup>th</sup>	NWC	Barnes & Noble
173	St. Johns & 24 <sup>th</sup>	NWC	Sports Authority
174	St. Johns & 24 <sup>th</sup>	SEC	Mt. Olive Church
175	Stillwater & 24 <sup>th</sup>	SWC	Golden Corral
176	24th St. W @ Old Chicago	NWC	Empty Lot
177	24th St. W & Alderson	SEC	Bargain Store
178	24th St. W & Rosebud	NEC	Parking Lot
179	24th St. W & Av. C	SEC	Parking Lot
180	Main & Airport Rd.	SEC	Parking Lot
181	Main & Airport Rd.	NWC	Parking Lot

182	Main & Lake Elmo Dr.	SEC	Fast Break Auto Glass
183	Main & Hansen	NWC	First Interstate Bank
184	Main & Hilltop	SWC	Bank
185	Main & Hilltop	NWC	Bank
186	Main & Hilltop	SEC	Rich's Flooring
187	Main & Crow	NWC	KFC
188	Main & Lake Elmo	NWC	Casino
189	Main @ Don's Car Wash	SEC	Don's Car Wash
190	Main & Logan	SEC	Kwik Way
191	Main & Logan	NWC	Parking Lot
192	Main & Radford	SEC	Empty Lot
193	Main & Milton	SEC	Strip Mall
194	Main & Milton	NWC	Blockbuster
195	Main & Wicks	SWC	Security Bank
196	Main & Wicks	SEC	C-Store
197	Main & Judith	SEC	Four Seasons
198	Main & Liberty	NWC	TSC Store
199	Main & Pemberton	NEC	Car Wash
200	Main @ Target	NEC	Target Ent.
201	Hilltop & Yellowstone Rv.Rd.	SWC	Residential
202	Wicks @ Clinic	SWC	St. Vincent Clinic
203	Wicks & Babcock	SWC	Planned Parenthood
204	Wicks @ Wal-Mart	SWC	Lot
205	Wicks & Bench	NEC	Church
206	Wicks & Hawthorne	SEC	Empty Lot
207	Wicks & Lake Elmo	SWC	Office Building
208	Wicks & Lake Elmo	NEC	Church Parking
209	Wicks & Lake Elmo	NWC	Salon
210	Alkali Creek & Senators	NEC	Residential
211	Senators & Gold Dust	SWC	Empty Lot
212	Lake Elmo & Reda	NWC	Residential
213	S 26 <sup>th</sup> W & Phyllis Ln	NWC	Apartments
214	King Av W & 24th	NWC	City Brew
215	King Av W & 29th	SWC	Cattle Company
216	King Av W & 28th	NEC	Verizon
217	King Av W @ Rocky Mtn. B	NEC	Bank
218	King Av W @ Stockman Bk.	SWC	Bank
219	King Av W & 20th	NEC	Holiday C-Store
220	King Av W & Kingpark Dr.	NEC	Blvd.
221	King Av W & 30th	NEC	Used Car Lot
222	King Av E & Newman	NEC	Lot
223	King Av E & Hallowell	NEC	Lot
224	King Av E & Calhoun	NEC	Lot

225	Kingpark Dr. & Rosebud	SEC	Strip Mall
226	Monad & 19th St. W	NEC	Par 3
227	Monad & 32 <sup>nd</sup>	SWC	Blvd.
228	State & Orchard	SWC	3G's
229	S. Blgs Blvd & Wonderpark	SWC	Industrial
230	Laurel Rd & Marshall Dr.	SWC	Parking Lot
231	Laurel Rd & Moore Ln	SWC	Blvd.
232	N24th @ 1st Av & 2nd	MDL	Sage Tower
233	1 <sup>st</sup> Ave N & 13th	NEC	Lot
234	1 <sup>st</sup> Ave S & S 27th	SEC	Riverstone Health
235	2 <sup>nd</sup> Ave N & 30th	SWC	Parking Lot
236	3 <sup>rd</sup> Ave N & 30th	NEC	Parking Lot
237	Colton & 17th	SWC	Office Building
238	Grand & Rehberg	SWC	Hair Salon
239	Grand & Rehberg	NEC	C Store
240	Lewis & 8 <sup>th</sup>	NEC	Boulevard
241	Lewis & 13 <sup>th</sup>	SWC	Residential
242	Lewis & 14 <sup>th</sup>	NEC	Lewis & Clark
243	Montana & N 27 <sup>th</sup>	NWC	Office Building
244	Poly & North 29 <sup>th</sup>	SEC	Hospital Lot
245	Rimrock & Beartooth	NEC	Boulevard
246	Rimrock & 38 <sup>th</sup>	NEC	Walking Path
247	Main & Papa Murphy's	NEC	Papa Murphy's Pizza
248	Broadwater & 32 <sup>nd</sup>	NWC	Golf Course
249	Broadwater & 29 <sup>th</sup>	SEC	Church
250	Central & Moore Ln	NEC	Rental Shop
251	Bench & Lynch	SWC	Behind Walmart
252	King Ave W & 24 <sup>th</sup>	NWC	City Brew
253	King Ave W @ Lithia	NEC	Auto Dealer
254	King Ave W & Shiloh	SEC	First Interstate Bank
255	King Ave W @ Kohl's	SEC	Walking Path
256	King Ave W & 32 <sup>nd</sup>	SWC	Walking Path
257	King Ave E & Calhoun	SWC	Cabela's
258	Monad & 32 <sup>nd</sup>	SWC	Boulevard
259	Monad & 38 <sup>th</sup>	SEC	Boulevard
260	Gabel Rd & Zoo Dr	NWC	Field
261	Gabel Rd & 32 <sup>nd</sup>	NWC	Lot
262	Laurel Rd & Marshall Dr	SWC	Parking Lot
263	Laurel Rd & Moore Ln	SWC	Boulevard
264	State & Hallowell	SEC	Dollar Store
265	Shiloh @ Scheel's Exit	SEC	Lot
266	Shiloh & Pierce Parkway	NEC	Lot

## ON-TIME PERFORMANCE

### Standard

MET operates on a pulse system. This means that one set of buses arrives and departs the Transfer Centers at the same time and then a second set of buses arrives and departs the Transfer Centers. A vehicle is considered on time if it departs the Transfer Center no more than 5 minutes late. It is also unacceptable for vehicles to depart the Transfer Center ahead of schedule.

While there are posted time points along each route, on-time performance is primarily measured at the Transfer Centers. Due to the fact that the majority of transfers are conducted at the transfer centers, it is imperative for the efficient operation of the system that vehicles are “on-time” at the Transfer Centers to accommodate those transfers.

### Policy

MET’s on-time performance objective is 90% or greater.

### Methodology

MET currently tracks this data through our security camera’s on all buses, as they record the length of time of each trip.

### Comparison to Service Standard

Currently all buses on each route maintains their on-time performance. Adjustments are made whenever it is deemed necessary.

## TRANSIT ACCESS

### Standard

MET routes were designed to distribute and provide service equitably throughout the City. Our routes are situated so that the majority of residents are within a ¼ mile walk of bus service. Additionally, the highest concentration of low income population exists in the southern portion of our city and three of our routes serve that area.

### Policy

When providing transit service to an area, it is the policy of MET to provide service that is most helpful to the largest populations of Billings' low income and minority districts.

### Methodology

Demographic profile maps indicate that our routes service our targeted populations.

### Comparison to Service Standard

Billings has a 90% White population, a 5% Hispanic population and 5% other population (Black, American Indian, Asian, Native Hawaiian, etc.). All of our buses are equipped with wheelchair lifts and all of our routes are distributed equitably throughout the City providing equal access to all riders.

**Regular City Council Meeting**

**Meeting Date:** 03/25/2019

**TITLE:** Consulting Agreement with Tele-Consultants Inc. for Greater Billings Non-Motorized Map and Mobile Application

**PRESENTED BY:** Elyse Monat

**Department:** Planning & Community Services

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

The City Council is being asked to approve a contract with Tele-Consultants, Inc. to develop a Greater Billings Non-Motorized Map and Mobile Application. Through a competitive RFP and selection process conducted in February 2019, eight proposals were received, one from Gretel (Los Angeles, CA) for \$55,000; Sand County Studios (Muncie, IN) for \$56,840; RIO Environmental Consultants (Helena, MT) for \$47,950; Geospatial Urban Interface, LLC (Denver, CO) (price not listed); Entangle Media (Tampa, FL) for \$58,500; Gage Cartographics (Bozeman, MT) for \$58,000; Bartlett & West (Billings, MT) (price not listed); and from Tele-Consultants, Inc. (Alpharetta, GA) for \$52,200. Based on the Scope of Work advertised in the RFP (attached in the Contract as Exhibit A), Tele-Consultants, Inc. was recommended by the selection committee to develop the map and mobile application. Tele-Consultants offered the most services and deliverables in the RFP. The map will provide an update to the City's current Heritage Trail Map, and the mobile application will give residents and visitors another option for navigating trails and bikeways. The contract amount was increased by an amount of \$2,300 to allow for higher quality paper and a larger size for the printed version of the map. The contract requires the Scope of Work to be completed in within five months of signing the contract and not to exceed the amount of \$54,500. This project is identified in the adopted 2019 Billings Urban Area Unified Planning Work Program (UPWP), which City Council recommended for approval in August of 2018. The Policy Coordinating Committee (PCC) ultimately approved the document in September of 2018. The UPWP is developed each year and identifies tasks to be completed through the use of Federal Planning dollars allocated to the Metropolitan Planning Organization.

**ALTERNATIVES ANALYZED**

The City Council may:

- Approve the consultant contract as proposed; or
- Not approve the consultant contract as proposed and direct staff to negotiate specific changes with Tele-Consultants, Inc. and return a revised contract; or
- Not approve the consultant contract. Not approving the agreement means the City Council is not approving completion of a funded project in the 2019 UPWP that was already approved by the Policy Coordinating Committee.

**FINANCIAL IMPACT**

The cost of the Greater Billings Non-Motorized Map and Mobile Application is in an amount not to exceed \$54,500.00. The costs are detailed in Exhibit B of the consultant contract. The source of funding is through the Billings Urban Area Metropolitan Planning Organization's Federal PL (planning) funds.

## **RECOMMENDATION**

Staff recommends the City Council approve the Consultant Agreement with Tele-Consultants, Inc. to develop the Greater Billings Non-Motorized Map and Mobile Application.

## **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Draft Consultant Contract with Tele-Consultants, Inc.

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## CONSULTANT AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as “**CITY**,” and Tele-Consultants, Inc., 4080 McGinnis Ferry Rd., Suite 903, Alpharetta, Georgia 3005, hereinafter referred to as “**CONSULTANT**.”

### **WITNESSETH:**

**WHEREAS**, the **CITY** proposes to develop of an Non-Motorized Trail System Map and Mobile Application and desires to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit “A” and by this reference made a part hereof.

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

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

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

- 1. PURPOSE:** **CITY** agrees to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit “A” and by this reference made a part hereof. In performing these services, the **CONSULTANT** shall comply at all times with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.
- 2. TERM:** This **AGREEMENT** shall be for a period of 6 months, from the execution of this **AGREEMENT**. This **AGREEMENT** may be extended on a month-to-month option by mutual agreement of both parties, in writing, thirty (30) days prior to termination.
- 3. PAYMENT:** In consideration of the services provided by the **CONSULTANT** under this **AGREEMENT**, the **CITY** agrees to pay **CONSULTANT** a price not to exceed \$54,500.00 as described in the Project Cost attached hereto as Exhibit “B”.

In the event scope of work issues arise, the **CONSULTANT** shall immediately discuss them with the Project Manager for the **CITY**. It is understood that the Consultant will not perform any work that the **CITY** deems outside the scope prior to receiving written approval



from the **CITY**, and at a rate agreed upon by both parties. Any payment for work not agreed upon by the **CITY** shall be denied.

**CONSULTANT** shall invoice City monthly for the percentage of the work completed by the **CONSULTANT**. **CITY** shall pay undisputed invoices within thirty (30) days of the invoice date and may deduct five percent (5%) from each pay estimate until the completion of the final scope of work. The final payment shall be made only after acceptance of final invoice by the **CITY**, and determination has been made by the **CITY** that the scope of work has been satisfactorily completed.

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

**5. INDEMNITY AND INSURANCE:**

- A. The Consultant shall not indemnify, defend, save and hold Billings harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of Billings occurring during the course of or as a result of the performance of the **AGREEMENT**.
- B. The Consultant agrees to indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Consultant or its agents or employees.
- C. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both Billings and the Consultant, the Consultant shall indemnify, defend, save, and hold Billings harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the Consultant's or any subcontractor's wrongful or negligent acts occurring as a result from the Consultant's performance pursuant to this **AGREEMENT**.
- D. The **CONSULTANT** shall maintain in good standing the insurance described in this Section. Before rendering any services under this **AGREEMENT**, the **CONSULTANT** shall furnish the **CITY** with proof of insurance in accordance with this Section.

The **CONSULTANT** shall provide the following insurance:



1. Workers' compensation and employer's liability coverage as required by Montana law.
2. Commercial general liability, including contractual and personal injury coverage's -- \$750,000 per claim and \$1,500,000 per occurrence.
3. Commercial automobile liability -- \$1,500,000 per accident.
4. Professional liability in the amount of \$1,500,000 per claim.

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

The **CITY** shall be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies.

In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

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

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



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

A. Qualifications

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

B. Solicitation of Agreement

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

C. Facilities and Personnel

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

D. Subcontracting

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

E. Affidavits of Compliance

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

**7. AGREEMENTS OF CITY:**

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

B. Name a Project Manager who shall be the liaison between the Consultant and the City of Billings. For this project, the Project Manager for **CONSULTANT** designated is Curt Renshaw and the Project Manager for **CITY** designated is Scott Walker.



8. **NONDISCRIMINATION:**
- A. The **CONSULTANT** will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The **CONSULTANT** will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The **CONSULTANT** agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
  - B. The **CONSULTANT** shall state, in all solicitations or advertisements for employees to work on jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.
  - C. The **CONSULTANT** shall comply with any and all reporting requirements that may apply to it that the **CITY** may establish by regulation.
  - D. The **CONSULTANT** shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such sub-consultant or vendor of the **CONSULTANT** under this **AGREEMENT**.
  - E. The **CONSULTANT** shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination (Exhibit "C").
9. **PERMITS, LAWS, AND TAXES:** The **CONSULTANT** shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this **AGREEMENT**. All actions taken by the **CONSULTANT** under this **AGREEMENT** shall comply with all applicable statutes, ordinances, rules and regulations. The **CONSULTANT** shall pay all taxes pertaining to its performance under this **AGREEMENT**.



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



15. **TERMINATION OF AGREEMENT:** The right is reserved by the **CITY** to terminate this **AGREEMENT** at any time upon not less than thirty (30) days written notice to the **CONSULTANT**. If one of the parties fails to comply with the terms and conditions of the Agreement, written notice may be provided describing the default. If the defaulting party fails to cure and correct the claimed default within a reasonable period specified in the notice, the non-defaulting party may terminate its services under the Agreement.

In the event the **CITY** terminates this **AGREEMENT**, the **CONSULTANT** shall be paid for the amount of work performed or services rendered to date of termination per the **AGREEMENT** fee.

16. **ENDORSEMENTS:** The **CONSULTANT** shall furnish signatures, statements, or other suitable means to signify responsible endorsement of work on all reports furnished by him.
17. **OWNERSHIP OF DOCUMENTS:** All information relating to the project and prepared under the terms of this **AGREEMENT**, including reports, data, recommendations, exhibits, analyses, and plans shall be deemed the property of the **CITY**. Reproducibles of all notes, reports, and plans shall be made available at the **CITY'S** request. **CONSULTANT** shall not be liable for modifications to documents prepared by **CONSULTANT** which are made without **CONSULTANT'S** advice after delivery to **CITY**, nor shall **CONSULTANT** be liable for their use in projects other than the Project outlined within this Agreement.
18. **PUBLIC INFORMATION:** The **CONSULTANT** shall not issue any statements, releases, or information for public dissemination without prior written approval of the **CITY**.
19. **PROPRIETARY RIGHTS:** If patentable discoveries or inventions should result from work required herein, all rights accruing from such discoveries or inventions shall be the property of the **CITY**. Pre-existing works created by **CONSULTANT** outside of the services for **CITY** but utilized in connection with such services shall continue to be owned by **CONSULTANT**.
20. **RECORDS:** The **CONSULTANT** shall maintain accounting records and other evidence pertaining to the cost incurred and to make the records available at all times during the **AGREEMENT** term and for three (3) years from the date of final payment. Such accounting records and other evidence pertaining to the cost incurred will be made available for inspections authorized by the **CITY** and copies thereof shall be furnished if requested.
21. **ATTORNEY'S FEES AND COSTS:** That in the event it becomes necessary for either Party to this **AGREEMENT** to retain an attorney to enforce any of the terms or conditions of the **AGREEMENT** or to give any notice required herein,



then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney's fees and costs.


22. **LITIGATION LOCATION:** The parties agree that this **AGREEMENT** shall be governed in all respects by the laws of the state of Montana, and the parties expressly agree that venue shall be in the Montana Thirteenth Judicial District County for Yellowstone County and there shall be no other venue for resolution of disputes arising from the **AGREEMENT** or the performance of its terms.
23. **MODIFICATION AND AMENDMENTS:** That any amendment or modification of this **AGREEMENT** or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this **AGREEMENT**.

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

**CITY OF BILLINGS, MONTANA**

**Tele-Consultants, Inc.**  
**CONSULTANT (Print Name Above)**

By \_\_\_\_\_  
**WILLIAM A. COLE,**  
**MAYOR**

By  \_\_\_\_\_  
**Print Name** Curt Renshaw \_\_\_\_\_  
**Print Title** \_\_ President \_\_\_\_\_

**APPROVED AS TO FORM:**

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



## EXHIBIT A SCOPE OF WORK

### Greater Billings Non-Motorized Map and Mobile Application

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The Yellowstone County Board of Planning (YCBP) is the designated Metropolitan Planning Organization (MPO) for the Billings Urban Area. Every two years, the MPO updates the Heritage Trail Tour Map, a map that is distributed for free around the community. This year, the MPO is also contracting for a mobile-friendly application version of the map.

This project will require the following Scope of Work and Documentation package to be completed within approximately 5 months of contract signing. The project will include, but not be limited to, the following:

#### **SCOPE OF WORK**

##### **Heritage Trail Tour Map Update Scope:**

- Update map with new trails and bikeways from GIS data provided by the MPO.
- Refresh design of the map to differentiate update from previous versions.
- As needed, update information on the reverse side of the map about points of interest and parks, OR propose a new design. Active Transportation Planner will help provide updated copy and photos. Include graphic of “5-2-1-0” from Healthy By Design.
- Develop a QR Code on map to link to app from the tour map.
- Develop a branding guide for the map so that MPO staff can make corresponding literature with the same look and feel.
- Produce and deliver the number of maps required by the Deliverables section below.

##### **Heritage Trail Tour Map App Scope:**

- Develop native or web App compatible with Apple and Android devices that displays Billings area trails and bikeways.
- Has a design compatible with the printed Heritage Trail Tour Map.
- Is easy to update for MPO Staff, i.e. no programming is required to add new trails and bikeways. Updates will be performed via an intuitive companion content management system (CMS) app.
- CMS allows MPO to send push notifications to users.
- Gives directions for biking and walking based on a platform like Google Maps, Strava, or Mapbox, and Level of Traffic Stress as designated by the *2017 Billings Area Bikeway and Trails Master Plan Update*. Uses GPS to track progress of travel and announce real-time directions to users.
  - Allows users to input data which is used to improve walking and biking routes; walkability and bikeability depend on a number of factors, not all of which are captured by Google Maps. App incorporates this data into how it scores each roadway section when recommending ideal routes. See <https://apps.morpc.org/bikemap/> for example. OR allows users to rate and comment on routes for other users to see.
  - Allows users to choose how to get to their destination by the desired type of trip: i.e., most scenic, lowest stress, fastest trip, best workout, AND/OR create levels that users can select from based on their comfort level of biking (Strong & Fearless, Enthused & Confident, Interested but Concerned). Allow users to take a short quiz to determine their comfort level.
  - Allows users to preview routes, i.e. for a trip down Shiloh Road lets users know that they can walk/bike on a trail, will pass through several roundabouts, and can reach the Shiloh Conservation Area.



- Allows input of comments and complaints based on location. Routes input to Active Transportation Planner.
- Ties in with real-time data from MET Transit Bus Tracker directly from the API or Google Transit, if available, or includes a link to MET Transit Bus Tracker, to be decided upon consultation with MPO.
- Includes a layer for downtown bike racks (location data to be supplied by Active Transportation Planner).
- Include some pop-up photos of trailheads. Photos will be provided by Active Transportation Planner. Allow for easy future integration of pop-up photos of wayfinding signage.
- Includes interesting facts about Billings/Yellowstone County within map photo pop-ups.
- Allow user to enter height, weight, and age to track calories burned.
- Provides editable list of locations where users can pick up physical Heritage Trail Map.
- Has the ability to be used off-line if user loses service.
- Includes destinations of interest, including suggestions for 20 minute walks nearby.
- Integrates with Social Media by allowing users to share their trips.
- Has tools to capture and track site usage statistics, such as Google Analytics.
- Sign-in available to save preferences, but not required. Users can save trips with sign-in.
- The App is as ADA Accessible as possible.
- Speed in accessing the information is a consideration as well as user friendliness.
- Modern, easy-to-use design is a must.
- Uses Search Engine Optimization (SEO) or App store equivalent to make app easily discoverable.
- Provide a solution and plan for Domain Name Registration (DNR) and Hosting technology for two years or more for the website and mobile app.
- Provide use and security testing for the App with representatives of the intended user group/audience and make final adjustments.
- Provide at least 10 hours of technical assistance within the first year after the rest of the contract is closed out to help with trouble-shooting as issues arise.

#### Deliverables

- Provide bi-weekly (twice monthly) project management reports to the City/County Planning Division.
- Provide 10,000 folded copies of the printed map and 50 flat copies.
- Branding guide with colors and fonts used in map.
- Editable digital file for print map, provided by flash drive or other mode of digital delivery. Ideally, this will be in a format compatible with the Adobe suite of products.
- Map mobile application uploaded to iTunes and Google Play.
- At least one account on the appropriate platform to allow MPO staff to be able to update map App. Clear instructions on how to access this account and perform simple updates to the app will be provided for MPO staff.
- The code for the App on a flash drive or provided by other mode of digital delivery.
- Documentation on the language and platform used to build the app.



## EXHIBIT B Project Cost and Draft Schedule

Heritage Trail Map Design (including branding guide for App and Map)	\$5,000.00
Heritage Trail Map Print/Fold and Ship	\$4,950.00
Heritage Trail Mobile App	
Preliminary Design	\$10,000.00
Initial Build and Demonstration	\$8,400.00
Final Design Demonstration and Review with MPO	\$12,600.00
Testing Demonstration and Reports with MPO	\$7,500.00
Final Tetsting and Approval	4,500.00
Heritage Trail Map App Launch	1,550.00
Total Project Cost	\$54,500.00

A schedule with project milestones and percent complete will be be provide twice monthly, in addition to periodic reviews with the MPO.

TCI will bill the MPO monthly for progress completed. In no event will TCI bill more than 20% of the total project cost on any monthly invoice (except for the final invoice if required), regardless of percent complete. TCI acknowledges that Billings may withhold 5% of any invoice until project completeion at it discretion.

Initial Schedule provided on next page.



<b>Billings Heritage Trail Map and Mobile App Development Schedule</b>	Apr	May	Jun	Jul	Aug	Sep
<b>Kick-Off Meeting</b>	▲					
<b>Heritage Trail Map</b>	▲					
Design and Layout	▲	—————	—————	—————	▲	
Print, fold, package and ship					▲	▲
<b>Heritage Trail App</b>						
Specified and Derived Requirements	▲	—————	▲			
Develop Initial Screen Layouts		▲	—————	▲		
iOS and Android App Design		▲	—————	—————	▲	
<b>Preliminary Design Review with MPO</b>		▲				
Develop Operational Screen Flow and Data Calls		▲	—————	▲		
Determine CMS addressable data, storage and App updating		▲	—————	▲		
CMS App Design			▲	—————	▲	
<b>Initial Build Demonstration and Design Review with MPO</b>			▲			
Action Items and Design Resolutions			▲	—————	▲	
<b>Final Design Demonstration and Review with MPO</b>					▲	
Testing				▲	—————	▲
<b>Testing Demonstration and Reports with MPO</b>					▲	
Resolve Testing Bugs, Non-Compliances and Requested Changes					▲	▲
<b>Final Testing and Approval</b>						▲
Submittal to App Store and Gogle Play						▲
Address and resolve any rejections from App Store						▲
<b>Heritage Trail App Launch</b>						▲

**Bold** - Indicates Major Milestone

Schedule assumes March 25 award, with potential day-for-day slip afterward.



## EXHIBIT C DBE AND NON-DISCRIMINATION NOTICE

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### DBE Goals

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

### Nondiscrimination Compliance

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

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### NON-DISCRIMINATION NOTICE

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

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

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

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

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

(4) Information and Reports: The Party will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by State or



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

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

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

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

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

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

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

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

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

(2) The Party will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: "The Party will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the Party. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the Party."



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

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

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

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



**Regular City Council Meeting**

**Meeting Date:** 03/25/2019

**TITLE:** W.O. 19-12, West End Reservoir Project

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

**Department:** Public Works

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

City Council is asked to award a professional engineering services agreement to HDR Engineering for all phases of the W.O. 19-12, West End Reservoir Project to include preliminary design, final design, construction bidding and construction administration services. Project scoping and fees through the preliminary design phase in the amount of \$1,564,000.00 are under current consideration. Project scoping and fees for the remaining project phases will be presented to City Council through future contract amendment proposals.

The Preliminary Design phase of this project includes all required work to evaluate, develop the preliminary design and drawings, and complete a detailed preliminary design Report for raw water storage reservoir(s) located at the current Knife River gravel pits on the north and south sides of Hesper Road between Shiloh Road and 48<sup>th</sup> Street West. The reservoir(s) would supply water to an associated future water treatment plant and serve as an attractive community amenity. The primary goals of this preliminary project phase are to further define the project and develop a planning level cost estimate.

Identifying and securing an alternate source of raw water for City of Billings is a priority to the Public Works Department. A West End source location most efficiently meets the City's needs for long-term drinking water service capacity and system redundancy beyond which the existing Water Treatment Plant on Belknap Avenue is able to provide. The Public Works Department is currently in negotiations with Knife River to acquire the gravel pits adjacent to Hesper Road which cover approximately 300 acres.

This preliminary project design will evaluate several raw water sources including direct use of the BBWA canal, a diversion from the Yellowstone River with an associated pipeline facilities, a diversion off Canyon Creek and potential combinations of these. Several options of seepage control from the reservoir will also be evaluated, including cut-off wall(s) and embankment liners.

The project scope outlines a process to:

- identify the preferred configuration for conveyance of raw water to the reservoir,
- perform initial geotechnical evaluations of the site,
- initiate required permitting,
- complete a preliminary assessment of groundwater impacts,
- prepare a preliminary design report and design drawings,
- develop a master plan and conceptual designs for end-land use improvements, and
- complete a planning level cost estimate.

A Request for Proposals for this project was publicly advertised on November 2, 9, 16 and 23,

2018. Proposals received from Jacobs Engineering, Stantec Consulting and WWC Engineering were also evaluated by the project selection committee.

## **ALTERNATIVES ANALYZED**

City Council may:

- Approve award of the engineering contract to HDR Engineering, or;
- Disapprove award of the engineering contract to HDR Engineering. If this project is not completed, the City will be unable to proceed with the evaluations and development plans needed to provide for the future drinking water capacity needs of City of Billings residents.

## **FINANCIAL IMPACT**

The W.O. 19-12, West End Reservoir Project is in the amount of \$1,564,000.00, and funding for this project has been approved by City Council in the Capital Improvement Plan (CIP) and the budget for the Public Works Department. The project will use water funds.

## **RECOMMENDATION**

Staff recommends that Council approve a professional engineering services contract with HDR Engineering in the amount of \$1,564,000.00 for W.O. 19-12, West End Reservoir Project.

## **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

WO 19-12 PES Contract

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# Contract for Professional Architectural and Engineering Services

## Project W.O. 19-12: West End Reservoir Project

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

Part I, consisting of 15 Sections of Special Provisions;

Part II, consisting of 11 Sections of General Provisions;

Appendix A consisting of 23 pages (Basic Services of Contractor);

Appendix B consisting of 2 pages (Methods and Times of Payment);

Appendix C consisting of 1 page (Additional Services of Contractor);

Appendix D consisting of 1 page (Schedule of Professional Fees);

Appendix E consisting of 1 page (Project Schedule);

Appendix F consisting of 21 pages (Certificate(s) of Insurance); and

### **PART I SPECIAL PROVISIONS**

#### Section 1. Definitions.

In this Contract:

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

#### Section 2. Scope of Services.

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

- D. The Engineer shall provide as-built drawings as approved by the City of Billings, to the Administrator within 30 days after the project completion date. Final payment will be withheld until the as-built drawings are received by the City of Billings. Requirements for submitting as constructed documents of completed Private Contracts, Work Orders, Special Improvement Districts and Site plans involving any City of Billings infrastructure: a point file; 1 (\*.asc, \*.txt, comma delimited; point number, northing, easting, elevation and description) / 2 (\*.csv, with headings for; point number, northing, easting, elevation and description), with northings and eastings to the nearest tenth of a foot, elevations to the nearest hundredth of a foot, representing new, updated or relocated City of Billings infrastructure features such as, but not limited to Sanitary Sewer Manholes, Storm Drain Manholes, Water Valves, Water Bends, Signals, Street Light, etc., in the coordinates of Montana State Plane, Zone 2500 using NAD83(2011), Horizontal and NAVD88 Vertical, Horizontal units and Vertical units will be International feet, one half size paper copy to scale, one full size paper copy to scale, two CD's or DVD's with PDF files being half size to scale and full size to scale and AutoCAD DWG files as-constructed / as-built, Version 2016, or equivalent.

Section 3. Time for Performance.

- A. This Contract becomes effective when signed on behalf of Billings.
- B. The Contractor shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
- C. This Contract shall terminate at midnight on December 31, 2023.

Section 4. Compensation; Method of Payment.

- A. Subject to the Contractor's satisfactory performance, Billings shall pay the Contractor no more than One Million Five Hundred Sixty-Four Thousand dollars (\$1,564,000.00) in accordance with this Section and Appendix B.
- B. Each month, or at the conclusion of each phase of the Work for which payment is due, as negotiated on a per-task basis, the Contractor shall present a bill to the Administrator describing the Work for which it seeks payment and documenting expenses and fees to the satisfaction of the Administrator. If any payment is withheld because the Contractor's performance is unsatisfactory, the Administrator must, within ten (10) days of the payment denial, notify the Contractor of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why. Billings will pay Contractor within 30 days of receiving an acceptable invoice.
- C. The Contractor is not entitled to any compensation under this Contract, other than is expressly provided for in this Section.
- D. As a condition of payment, the Contractor shall have paid all City taxes currently due and owing by the Contractor.

Section 5. Termination of the Contractor's Services.

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

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

#### Section 6. Duties Upon Termination

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

#### Section 7. Insurance.

- A. The Contractor shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract,

the Contractor shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.

B. The Contractor shall provide the following insurance:

1. Workers' compensation and employer's liability coverage as required by Montana law.
2. Commercial general liability, including contractual and personal injury coverage's -- \$1,500,000 per occurrence.
3. Commercial automobile liability -- \$1,500,000 per accident.
4. Professional liability in the amount of \$1,500,000 per claim.

C. Each policy of insurance required by this Section shall provide for no less than 30 days' advance notice to Billings prior to cancellation.

D. Billings SHALL be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies. In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

#### Section 8. Assignments.

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

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

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

and the original Contractor's or subcontractor's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for adaptation.

Section 10. Notices.

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

Billings: Randy Straus  
City of Billings  
Engineering Division  
2224 Montana Avenue  
Billings, MT 59101 FAX: (406) 657-8252

Contractor: Amanda McInnis, PE  
HDR Engineering, Inc.  
700 SW Higgins Avenue, Suite 200  
Missoula, MT 59803 FAX: (406) 532-2241

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

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

### Section 13. Financial Management System.

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

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

### Section 14. Funding Requirements.

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

### Section 15. Subcontracts.

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

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

**PART II  
GENERAL CONTRACT PROVISIONS**

Section 1. Relationship of Parties.

The Contractor shall perform its obligations hereunder as an independent Contractor of Billings. Billings may administer the Contract and monitor the Contractor's compliance with its obligations hereunder. Billings shall not supervise or direct the Contractor other than as provided in this Section. Contractor and Billings agree that no other party is an intended or unintended third-party beneficiary of this contract, and that Contractor's duties run solely to Billings.

Section 2. Nondiscrimination.

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

Section 3. Permits, Laws, and Taxes.

The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this Contract. All actions taken by the Contractor under this Contract shall comply with all applicable statutes, ordinances, rules and regulations. The Contractor shall pay all taxes pertaining to its performance under this Contract.

Section 4. Nonwaiver.

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

Section 5. Amendment.

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

Contractor: Jared Harris (Area Manager) or Authorized Signatory

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

The Contractor shall indemnify, defend, save, and hold Billings harmless from any and all claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees and costs, arising from any wrongful or negligent act, error or omission of the Contractor or any agent, employee or subcontractor as a result of the Contractor's or any subcontractor's performance pursuant to this Contract.

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

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

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

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

City of Billings

Contractor

\_\_\_\_\_  
City Council or Designee

\_\_\_\_\_

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

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

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

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

ATTEST:

IRS Tax ID # \_\_\_\_\_

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

APPROVED AS TO FORM:

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

By \_\_\_\_\_

BRENT BROOKS, City Attorney

STATE OF MONTANA )

:ss.

COUNTY OF YELLOWSTONE )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of \_\_\_\_\_, and acknowledged to me that they executed the foregoing instrument on behalf of said corporation having first been authorized to do so.

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

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

## Appendix A

### Basic Services of Engineer City of Billings W.O. 19-12: West End Reservoir Project

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#### Section 1. Engineer's Rights and Duties.

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

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

## Section 2. Billings Rights and Duties.

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

## Section 3. Scope of Work.

The Integrated Water Plan Supplement (IWPS) recommended further evaluation of developing the Knife River gravels pits (located on the north and south side of Hesper Road between Shiloh Road and 48<sup>th</sup> St. West) into raw water storage reservoirs that would supply water to an associated water treatment plant. This phase provides preliminary design development of the "West End Project" in order to further define the project and develop a planning level cost estimate.

Additionally the IWPS recommended a West End Water Treatment Plant (WTP). The combination of the raw water storage and West End WTP would provide a redundant raw water supply and treatment facilities that could supply the City of Billings potable water in the event the existing WTP is out of service due to an issue at the existing plant or the Yellowstone River.

The major assumptions the West End Project Preliminary Design will be based on include:

- The Knife River property on the north and south side of Hesper Road identified in the IWPS will be purchased and be a part of the project.
- The 50 acres at the SE corner of Hesper Road and 48th St. West will not be purchased and will not be a part of the project.
- The new WTP will be located on the properties described to be purchased.
- The evaluation will include consideration of several sources of water for the reservoir including: use of the BBWA canal to convey water to the reservoirs from the Yellowstone River, diversion from the Yellowstone River south of the reservoir site at a location to be determined, and diversion off of Canyon Creek. These alternative may be evaluated individually or as part of a phased development of adequate water source(s) for the reservoir.

- Reservoir seepage control will be evaluated based on geotechnical, geology, and project configuration. Several options will be reviewed; a Cut-off-Wall, an embankment liner, or the combination of the two systems.
  - A slurry wall, a cut-off wall, grout curtains in the shale, amended soil dam core, clay dam core, an embankment liner, or a combination of these seepage cutoff elements will be constructed in and/or on the outer perimeter embankments of the reservoirs to control seepage.
  - If locations are found where the Cut-off-Wall or liners are only partially effective or locations within the reservoir where subsurface conditions indicate the potential for excessive water loss – a system of low permeability material and/or membrane liners may be employed to facilitate the efficient function of the reservoirs.
  
- The project will impound more than 50 acre-feet therefore consultation with the Montana Dam Safety Program (MTDSP) in accordance with the Administrative Rules of Montana (ARM) 36.14.201 is required.
  
- The reservoirs are assumed to be high hazard facilities, as defined by MTDSP.
  
- Five sets of contract documents are anticipated:
  - Preliminary earthwork for Knife River to be executed under the land purchase agreement prior to the City taking possession of the property.
  - Final Earthwork, WTP Intake Pump Station, Interconnecting Piping, Reservoir Intake, Paving
  - Cut-off-Wall, Liner, or combination system Installation and Testing (if needed)
  - Landscaping
  - Raw Water Delivery Improvements and/or Modifications

The scope below outlines a process to:

- Identify the preferred configuration for conveyance of raw water to the project.
- Perform initial geotechnical evaluations of the site
- Initiate required permitting
- Complete a preliminary assessment of ground water impacts
- Develop a preliminary design report for the West End Project
- Develop preliminary design drawings
- Develop a planning level cost estimate.

Scope items to be added by future amendment include but are not limited to:

- Design services
- Bidding services
- Construction services
- Startup and training services
- SCADA programming services
- Warranty services

## **TASK 100 – PROJECT MANAGEMENT AND COMMUNICATION**

### **101 – Project Initiation**

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

A project kick off meeting with the City will be conducted and will include pertinent staff from the City and Consultant team to review the project components, project schedule, and the process for completing the preliminary design. The framework for decision making will be established.

Deliverables:

- Project kick off meeting with City, agenda and meeting minutes.
- Project Schedule.

### **102 – Project Workshops with City Staff**

During the planning process, key members of the Consultant design team will meet with the City staff to review the project. Meeting minutes will be prepared and distributed to all parties attending the meeting. Meetings will be held once every other month. Five (5) total workshops are planned. Meetings will normally be held at the Public Works Conference Room. Regular workshop attendees will include the PM, the Design Manager and a local task lead if appropriate. Regional resources who do not have another reason to be in Billings will participate via GoToMeeting.

Deliverables:

- Agenda and meeting minutes for each meeting.

### **103 – Project Management**

Coordinate the project team with the City as well as supervise the project team. Monitor project status, maintain project schedule, coordinate with resources including sub-consultants, and prepare financial documents.

Deliverables:

- Monthly Report and Invoices

### **104 – Project Communication**

Participate in bi weekly 30-minute project progress internal team meeting to direct the work.

## **TASK 200 – STAKEHOLDER INTERACTION**

### **201 – City Council Presentations**

Prepare for and present at one City Council meeting.

Deliverables:

- Presentation

### **202 – BBWA Coordination**

Assist the City with coordinating with BBWA to develop an agreement for the City to use BBWA ditch water to supply the raw water storage reservoirs. Tasks including attending up to 3 meetings and providing back up information necessary for the agreement. Provide the draft technical requirements to be included in an example agreement based on discussions with BBWA and the City.

Note: The City may elect to redirect this effort to another irrigation entity depending on the outcome of the analysis of alternatives for supply of raw water to the project.

Deliverables:

- Meeting minutes
- Draft agreement language

### **203 – DEQ Coordination**

Provide coordination assistance in transferring/reassigning and closeout of the gravel mine reclamation permit process. Meet with DEQ in Helena at the end of pre-design to provide update on approach with raw water reservoirs, raw water quality, water treatment plant and other pertinent items. DEQ will be invited to attend in person or via phone all pre-design workshops conducted in Billings.

Deliverables:

- Presentation

### **204 – DNRC Coordination**

Confirm with Department of Natural Resources and Conservation (DNRC) water rights and water reservation information along with agreement with the BBWA. Conduct one workshop at the end of preliminary design in Helena to present preliminary design concept and discuss DNRC interaction during final design. DNRC will be invited in person or via phone to attend all pre-design workshops held in Billings.

Deliverables:

- Presentation

### **205 – DNRC Permitting**

By State of Montana statute any impoundment of 50 ac-ft or more at maximum normal operating pool is under the jurisdiction of the Montana Dam Safety Program (MTDSP). In addition, preliminary discussions with the MTDSP have identified a need to obtain a hazard determination and a construction permit from MTDSP. The design process will comply with the requirements of the MTDSP, including their design process guidelines and state statutes. Preliminary design will include facilitation of a preliminary design meeting with MTDSP in compliance with the design process guidelines. For preliminary design the following reviews/documents are required:

- Application for Hazard Determination
- Preliminary Design Meeting
- Application for Construction Permit

Prepare the required permit applications and submittal packages to meet MTDSP requirements.

Deliverables:

- Hazard Determination Application
- Meeting Minutes from the Preliminary Design Meeting with MTDSP
- Construction Permit Application

### **206- Knife River Coordination**

Conduct two in person meetings either at public works or on the proposed reservoir site.

Deliverables:

- Meeting minutes

## **TASK 300 –DATA GATHERING AND FIELD INVESTIGATION**

### **301 – Site Survey**

Mobilize a (2) two-man crew for data acquisition on-site, including a licensed pilot in command (PIC) and the LiDAR sensor technician. The planning and field efforts to ensure flight operations are performed in accordance with all federal and state aviation regulations and safety requirements. The LiDAR technician will ensure proper sensor calibration and functionality prior to flight operations. In addition, the technician will ensure that all ground survey equipment, including reference and weather stations, are operating and logging correctly during flight. LiDAR data will be sufficient to support development of 1' contours accurate to + or – 6". The extent of the survey will include an area that is generally 200' outside the property boundaries on all sides and 200' beyond Canyon Creek on the southwest side of the property.

Upon completion of data acquisition, two (2) data analysts will prepare and process all relevant flight sensor data. The LiDAR Analyst will be responsible for inertial trajectory processing, creation of the raw point cloud, and integrating the smoothed trajectory data with the ground survey(s) to ensure accuracy and proper control. The LiDAR Analyst will take the raw point cloud data and complete the scan alignment and final classifications to the decided upon deliverable specifications.

In areas where there is standing water, boats or other methods will be employed to obtain bathymetry below the water line at the time of the survey. The density of the bathymetric measurements will be sufficient to provide 1' contours accurate to + or – 6".

The site survey will be supplemented by the location of boreholes, monitoring wells, test pits and other relevant geotechnical subsurface investigation locations after geotechnical work is completed.

This scope does not include the survey work necessary to complete preliminary design for the raw water supply. Once the preferred alternative for raw water supply has been

selected by the City and specific needs for either improvements or modifications have been identified, HDR will prepare an amendment to cover the cost of the needed additional survey work.

Deliverables:

- Survey Point Data, with developed TIN and contour map in Autocad file.

### **302 – Geotechnical Field Investigation**

Due to the uncertainty associated with the proposed configuration, location, and elevation of the proposed reservoir structures, the geotechnical work will be performed as a two-phase geotechnical study, including the work described below in this Preliminary Study, then a final phase of study at a later date. The Preliminary Geotechnical Study will include field exploration and testing, laboratory testing of soil and rock samples from the field testing, engineering analyses of bearing capacity, settlement, evaluation of reservoir and embankment seepage, and embankment (and embankment foundation) seepage analysis coupled with static/seismic slope stability of the proposed reservoir embankments, and development of conclusions and recommendations for the preliminary design of the proposed reservoir and ancillary components.

The preliminary field exploration program will consist of the following:

<b>Field Exploration and Testing</b>	<b>Planned Exploration Depth (feet) <sup>1</sup></b>	<b>Planned Location</b>
11 Borings	50 to 80	Planned Reservoir Bottom (See Exhibit 1)
1 Boring	100	Crest of native slope just beyond the existing Gravel pit near the northeast corner of 48 <sup>th</sup> Street and Hesper Road (See Exhibit 1)
20 Test Pits	10 to 15	To be determined. various locations within the planned reservoirs
4 trenches	10 to 15 feet deep and a maximum length of 40 feet	To be determined. various locations within the planned reservoirs
Lugeon packer tests	2 depth intervals within the shale of 3 borings (6 tests total)	To be determined during fielding exploration

<sup>1</sup> Below ground surface

Eleven of the borings will be drilled through approximately 30 to 60 feet of overburden, then the remaining depths extending into the shale bedrock at the site. One 100-foot deep boring (with a 4" casing for geophysical studies) will be drilled by a specialty subcontract driller in which suspension logging will be performed to measure low-strain compression and shear wave velocity measurements in both the overburden and shale bedrock. Because the backfill from previous reclamation efforts or the waste rock from previous

screening efforts is known to contain 18-inch-minus boulders and cobbles, all 11 geotechnical borings will be drilled using TUBEX or ODEX drilling methodologies in the overburden and HQ3 core drilling methods in the shale bedrock beneath the overburden (USACE and USBR guidelines will be used as a minimum standard). The geophysical boring will be drilled using only air-rotary drilling methods.

The borings will be advanced with both track-mounted and truck-mounted drill rigs, with the track rig being capable of drilling using auger, air-rotary, mud rotary, and rock coring equipment. Four samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classification by either a Geologist or a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling. Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and will include modifications based on observations and laboratory tests.

The eleven geotechnical borings will be sampled in the overburden at intervals of 2.5 to 5 feet using either standard SPT sampling, over-sized split spoons, or, where feasible, undisturbed sampling methods (such as Shelby Tube or California Ring sampling) to obtain samples of the fine-grained soils present in the section. Falling-head hydraulic conductivity will be also be performed at selected locations and depths in the overburden soils. When the shale bedrock is encountered, the drilling method will be switched to HQ3 wireline core drilling methods. Within 3 of the borings, lugeon packer tests will be performed at 2 depth intervals within the shale bedrock of the selected borings. The packer tests will be performed to provide both general horizontal conductivity of the shale bedrock as well as to provide baseline data to support foundation grouting or slurry wall design and installation.

Single well pumping tests (from converted explorations) will be completed in five of the eleven exploratory borings drilled within the confines of the property and converted to monitoring wells. The pump tests will be performed and will be reported as part of the Preliminary geotechnical study. As an option, four additional borings 50 feet in depth may be completed as additional groundwater monitoring wells up to 200 feet outside of the current property boundaries. These additional monitoring wells will be completed in the same manner as the Single Well Pumping Tests above.

The 20 test pits will be excavated into the reclaimed pit slopes and into existing piles and stockpiles of materials within the pits. In particular, the test pits excavated into the

reclaimed pit walls will be used to evaluate the material types and the depths to which the reclaimed materials extend through the overburden soils. The test pits will be mapped and photographed in-place. The existing stockpiles will be sampled in accordance with current US Bureau of Mines sampling methods. All test pits will be backfilled immediately with excavated materials upon completion of visual classification of subsurface materials and obtaining soil samples for laboratory testing.

The test trenches will be excavated (by others) to expose the shale bedrock surface at 4 locations within the proposed reservoir boundaries. The purpose of exposing the shale bedrock is to observe for the presence of vertical jointing and/or fracturing that may impact or provide flow into or out of the shale bedrock, where the shale bedrock acts as the floor of the reservoirs. These test pits will be excavated with a large excavator such that personnel can safely enter and egress the test pits without requiring shoring. This preliminary stage of bedrock mapping will not quantify seepage into or out of the bedrock surface; rather, such testing will be performed during the final phase of field studies.

Where the geotechnical borings are not completed as wells, we will backfill borings with bentonite chips and/or neat cement grout upon completion of the field exploration. Our services do not include repair of the site beyond backfilling our boreholes, and cold patching existing pavements. Excess drill cuttings will be dispersed in the general vicinity of the borehole.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore we will comply with local regulations to request a utility location service. We will consult the owner regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration.

Assumptions:

Deliverables:

- Geotechnical data and field notes

### **303 – Subsurface Lab Investigation**

We will review the field boring logs and materials and will assign laboratory tests to understand the engineering properties of various soil and bedrock strata. The anticipated laboratory testing include the following:

- Water content
- Unit dry weight
- Atterberg limits

- Unconfined compressive strength of soils and bedrock
- Triaxial Shear
- Swell/consolidation
- One dimensional consolidation
- Grain size analysis
- Direct Shear
- Constant head permeability
- Chemical Analyses – pH, Sulfates, Chloride Ion, Electrical Resistivity
- Moisture-Density Relationships

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS). For bedrock samples, rock classification will be conducted using locally accepted practices for engineering purposes; petrographic analysis (if performed) may reveal other rock types. Rock core samples typically provide an improved specimen for this classification. Boring log rock classification is determined using the Description of Rock Properties.

Deliverables:

- Lab Data Reports

### **304 - Geotechnical Engineering Review and Report**

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate preliminary geotechnical engineering aspects of the project, and to develop appropriate preliminary geotechnical engineering design criteria for earth-related phases of the project.

The Preliminary Study Geotechnical Report will summarize the results of the subsurface and laboratory investigation, provide a discussion of the geotechnical parameters selected, provide design criteria using USACE and USBR criteria, analyses model development, a summary of the engineering analyses, and preliminary geotechnical engineering recommendations. A preliminary engineer's estimate of probable construction cost for the cut-off-wall/slurry wall/grout curtain, liner embankment, and drains for the proposed reservoirs will also be included in the report.

The preliminary geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data

- Stratification based on visual soil (and rock) classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Preliminary Seepage Analysis; which will be based on the current groundwater model, well testing, unsaturated in-situ hydraulic conductivity testing and laboratory hydraulic conductivity testing. Seepage evaluations with regard to stability analyses will be performed using the finite element module of a proprietary slope stability program. As discussed above, vertical seepage across the overburden/shale interface will, if necessary, be evaluated in the final phase of study.
- Preliminary Slope Stability Analysis of the proposed Embankment and Seepage Cutoff System; these analyses will be performed in concert with the finite element seepage model discussed above to evaluate static, steady-state slope stability and the seismic response of the proposed embankments. Rapid Drawdown analyses will also be performed as a part of these preliminary studies.
- Preliminary Filter Material Design; these studies will be initiated in the Preliminary Study, and will include review of potential embankment and filter materials, with the preliminary evaluation of materials consistent with the planned use of those materials.
- Seismic evaluation; to be based on P- and S-wave suspension logging performed in the 100-foot-deep seismic boring. These studies will also include evaluation of site classification per the IBC and will also be used to evaluate potential dam safety issues in accordance with the requirements of the Montana DNRC Dam Safety Division.
- Geophysical measurement of low-strain values of both P- and S-wave velocities in the 100-foot-deep geophysical boring
- Recommended ancillary structure foundation options and engineering design parameters
- Estimated settlement of foundations for ancillary structures
- Seismic site classification
- Preliminary Subgrade preparation/earthwork recommendations
- Review of preliminary plans and specifications

Deliverables:

- Draft evaluation memorandum
- Final evaluation memorandum.

### **305 - BBWA Field Investigation**

The Billings Bench Water Association (BBWA) canal has been identified as a candidate for conveyance of the Cities water reservation from the Yellowstone River to the site of the Billings West End Reservoir. Water would be diverted into the BBWA canal from the Yellowstone River and then conveyed approximately 9.5 miles to a location near the West End Reservoirs where the water would be pumped into new storage facilities. The condition of the canal over the 9.5 mile reach from the Yellowstone River to the storage facility site is critical to the reliability of water delivery. Identification of issues that could interrupt the water supply to the storage facility will be used to facilitate discussions with the BBWA, identify potential mitigation of issues, support the Cities assessment of reliability, and help to prioritize projects that would protect the raw water supply.

Provide an irrigation engineer, geotechnical engineer, and a staff engineer who will coordinate with the City to arrange a time for a two day visit to the site with City staff and representatives from the BBWA. The team will walk and drive the canal bank for the 9.5 mile reach of the canal in question and perform the following actions:

- Perform a visual inspection of the canal
- Identify locations where there is apparent seepage issues.
- Identify locations where animal burrows present a risk of piping through the canal embankment.
- Document any locations where the canal banks display evidence of instability.
- Interview BBWA staff to identify any concerns with operations, structural concerns for flumes, road crossings, drainage undercrossings, pipe crossings, control structures, diversions, storm drainage into the canal, or any other chronic issues with this reach of the canal.
- Document any findings with measurements, photographs and sketches (as needed) to clarify any concerns.
- Identify any locations where additional geotechnical subsurface investigations could be appropriate.
- Identify apparent encroachments on the canal or other conditions that could inhibit the ability of BBWA to perform maintenance or repair activities.

Prepare a memorandum that documents the field activities, findings, and suggestions of further investigations and analysis where necessary, and describes potential solutions. The memorandum will include discussions of the following:

- General description of the location and condition of the canal
- Description of the major structures on the canal
- Road crossings
- Diversions

- Encroachments
- Embankment / Slope stability
- Seepage
- Potential rehabilitation / repair / improvements
- Need for further investigations and analysis (geotechnical, structural, hydraulics, etc.)

Information included in the memorandum will be based on field observations and engineering experience. No geotechnical, survey, structural, or hydraulic analysis is included in this work. The memorandum will be presented to the City as a draft and then revised to a final document after the meeting with the City and after comments from the City are incorporated.

For visual inspections, Billings hereby releases, holds harmless and indemnifies and agrees to defend contractor against any claims, damages, losses, liabilities, expenses or costs arising out of any failure to detect hidden, covered, inaccessible or internal structural or material defects, or damages in structures being inspected, that are not discernable by external visual inspection through reasonable efforts.

Deliverables:

- Field notes and photographs.
- Draft evaluation memorandum
- Final evaluation memorandum.

## **TASK 400 –NON-RESERVOIR PRELIMINARY DESIGN**

### **401 – System Operation and Design Criteria**

Develop a strategy for operating the reservoirs and the raw water delivery system seasonally and at flows ranging from 0-60 mgd with the focus being on wintertime operation. The following are some of the considerations:

- Delivery of full capacity of the WTP in the winter in the event the existing WTP is down for whatever reason.
- Maintaining desired reservoirs levels throughout the year for recreation purposes.
- Evaluate options for ideal reservoir levels for raw water delivery and WTP use.
- Determine operation of the reservoirs through the winter if there is no raw water delivery from October 15<sup>th</sup> to April 15<sup>th</sup>.
- Determine operation of the reservoirs through the winter if raw water delivery occurs continuously except when temperatures are too extreme to operate.
- Determine operation of the reservoirs in the winter if the WTP only operates in emergencies.

Deliverables:

- Draft evaluation memorandum
- Final evaluation memorandum

#### **402 – Hesper Road Evaluation**

As part of the preliminary design, reconstruction options of Hesper Rd will be analyzed to accommodate the preliminary site design and storage requirements for the proposed reservoirs. Horizontal and vertical alignments will be developed to tie-in with the proposed grading plan of the overall site design. This may include raising or lowering the existing grade of Hesper Road. Preliminary typical sections, including potential turn lanes, will be developed with consideration of proposed recreation and infrastructure facilities with access from Hesper Rd. The preliminary roadway design will include roadside safety features, as required, for proposed berms, Cut-off-Walls, or other features related to the reservoir design. Pavement sections will be based on recommendations from the geotechnical analysis, which will be developed with future traffic projections and associated ESAL's. Pavement sections will include consideration for subgrade stabilization geosynthetics to provide the most cost effective pavement section for the roadway.

Assumptions:

- Traffic studies and travel demand models will not be required for alternatives for the roadway.
- Intersection improvement options for the Hesper Rd/48th St W intersection is not included with this project.

Deliverables:

- Draft evaluation memorandum
- Final evaluation memorandum.

#### **403 –Groundwater Evaluation**

A groundwater analysis will be conducted by modifying the existing MODFLOW groundwater model created for the City in 2017 for the reclaimed water aquifer recharge analysis (HDR, 2017). This model includes the West Billings area in the vicinity of the proposed reservoir.

Both reservoirs will be added to the model at full operational capacity. The model will then be used to evaluate up to three scenarios representing options to evaluate groundwater impacts around the reservoirs. The three scenarios are envisioned to include the following analysis:

- Analysis of groundwater levels in proximity of the simulated reservoirs,
- Analysis of groundwater levels in proximity of the simulated reservoirs with the addition of a slurry wall around both reservoirs,
- Analysis of groundwater levels in proximity of the simulated reservoirs with the addition of slurry walls around each individual reservoir.

A technical memorandum will be developed that provides the results of the groundwater model modifications and analysis. The technical memorandum will include a summary of methods and results. Approximately three tables summarizing results and up to four

figures showing predicted groundwater levels as a result of various groundwater control alternatives will be developed for the technical memorandum.

Deliverables:

- Draft evaluation memorandum
- Final evaluation memorandum.

#### **404 – Water Treatment Plant Siting Evaluation**

Determine initial design capacity of the Water Treatment Plant (WTP) and potential ultimate capacity. Based on ultimate capacity determine site requirements for a conventional filtration WTP with full pretreatment, which would reasonably be worse case for land requirements.

Utilizing the land size required for the potential ultimate WTP capacity, evaluate three to five options for WTP location. At a minimum include the following criteria:

- Conveyance of raw water to the site
- Conveyance of treated water to the distribution system
- Hydraulic profile of the reservoir and WTP
- Access to the WTP site
- Chemical deliveries to the WTP site
- Utilities
- Safety of personnel
- Volume of reservoir used up by the site

Deliverables:

- Draft evaluation memorandum
- Final evaluation memorandum.

#### **405 – Raw Water Delivery Preliminary Design Alternatives Evaluation**

Evaluate options for delivering raw water including intake, diversion structure and preliminary treatment. The focus is on needed improvements to provide for reliable long term delivery of water.

Consider alternatives for the raw water source including:

- Divert from Canyon Creek using a pump station near the southeast corner of the project site.
- A piped delivery of water from the Yellowstone River with a river diversion location south of the project site. Pump station to be located at the Yellowstone River and the pipe from the pump station to the reservoirs to be located primarily in existing

road right of way along Duck Creek Road, under Hwy 90, and then following S 48<sup>th</sup> Street W to the project site.

- Convey water from the Yellowstone River using the BBWA river diversion structure and approximately 9.5 miles of the BBWA canal to a location north of the canal and Canyon Creek on the southeast side of the reservoir site. This alternative will include consideration of both a pumping plant that exclusively diverts from the canal and a pumping plant capable of diverting from both the canal and Canyon Creek.
- Convey water from the Yellowstone River using the BBWA river diversion structure and approximately 9.5 miles of the BBWA canal to a location near where the BBWA canal crosses Neibauer Road. Divert water from the BBWA canal at this location using a new pump station and convey the water from the pump station to the reservoirs using a pipe located in road right of way. This alternative will include consideration of a pump station to divert water from the BBWA canal alone and the option to divert from either or both the BBWA canal and the Canyon Creek Ditch.
- Convey water from the BBWA at 48<sup>th</sup> Street W by gravity to a Raw Water Pump Station location near Canyon Creek from which water would be pumped to the reservoir site. This alternative would allow use of the BBWA or Canyon Creek initially.

The alternatives analysis will include consideration of the availability of winter diversions from canals, the hydraulic capacity of the canals, and the apparent reliability of the canals.

Deliverables:

- Draft evaluation memorandum
- Final evaluation memorandum.

#### **406– End Land Use Master Planning**

We will gather updated base information for the development of the Site Master Plan for the City Reservoir. This base information will include existing and updated site aerial photography and site survey information as provided by the design team. This information will serve as the foundation for the Planning and Predesign effort.

We will develop the overall site master plan for the project site considering the requirements and program for both Engineering and End Land Use. We anticipate this to be an iterative process with both the design team and Client exploring options for the project that satisfy project expectations. Site planning considerations will focus on healthy water movement through the reservoir, future water plant location and end land use opportunities.

With information gathered through the site master planning process, we will develop the Final Master Plan. The plan will be detailed based on the new site survey accurately depicting the proposed site improvements as well as being graphic allowing for community presentations.

Deliverables:

- Draft end land use master plan memorandum
- Final end land use master plan memorandum.

#### **407– End Land Use Predesign**

We will continue development of the End Land Use program as identified in the planning phase. We anticipated the following program:

- Trails- Primary & Secondary
- Trail Overlooks
- Boardwalks- Suspended & Floating
- Fishing Docks
- Passive Recreation Opportunities
- Pedestrian Bridges
- Non-Motorized Boat Launch
- Parking Areas
- Shelters- Primary & Secondary
- Pathway/Security Lighting
- Signage- Interpretive & Wayfinding
- Site Furnishings
- Community Events Plaza
- Planting Strategies
- Irrigation Strategies
- Safety and Security
- ADA Accessibility
- Operation and Maintenance Considerations

We will provide Concept Design for the End Land Use that will identify what the proposed improvements will look like. We anticipate development of several design options that we will then review with the Team to ensure project expectations are consistent.

Deliverables:

- Draft end land use predesign memorandum
- Final end land use predesign memorandum.

### **TASK 500 – RESERVOIR PRELIMINARY DESIGN**

#### **501-Reservoir Water Quality Investigation**

Evaluate existing water quality data available from the Yellowstone River and supply diversion ditch. Analysis will include an assessment the adequacy of existing data and will provide any recommendations for additional monitoring that would benefit the assessment. Based on a review of collected water quality data, identify key parameters that may influence reservoir water quality, ultimate treatability and Safe Drinking Water Act (SDWA) regulatory compliance. Key reservoir water quality considerations include dissolved metals, nutrients relevant to algae proliferation, turbidity, dissolved oxygen, temperature, and total organic carbon. An assessment of possible Contaminants of Emerging Concern (CEC) will also be completed. Identify and evaluate reservoir design and operational considerations that will enhance reservoir water quality and treatability including pre-sedimentation, reservoir geometry, circulation, and in-lake treatment enhancements to improve water quality.

Present the findings in a draft technical memorandum and meet with the City to review the findings. Comments from the City will be incorporated and a final technical memorandum will be provided to the City and incorporated into the design report.

Deliverables:

- Draft evaluation memorandum
- Final evaluation memorandum.

### **502 – Seepage Control and Embankment Preliminary Design**

The geotechnical information will be evaluated and utilized to develop preliminary design of Cut-off-Walls including width, depth, and required slurry mixture. Depending on the final configuration of the reservoir section and elevation, other seepage mitigation measures, such as an amended soil dam core and grouting into the shale bedrock may be employed instead of the slurry wall concept. Embankment material requirements and slope stability parameters will be developed. The analysis will include consideration of rapid draw down scenarios. The analysis and evaluation will include consideration of using liner materials or other geosynthetics to improve slope stability and reduce the total volume of embankment materials. Based on the evaluation of the permeability of shale and other strata below the reservoir completed in the geotechnical and groundwater analysis – identify typical approaches for limiting loss from the reservoirs.

Present the findings in a draft technical memorandum and meet with the City to review the findings. Comments from the City will be incorporated and a final technical memorandum will be provided to the City and incorporated into the design report.

Deliverables:

- Draft evaluation memorandum
- Final evaluation memorandum.

### **503 – Reservoir Earthwork Alternatives Analysis**

Based on survey and land set aside for the WTP, provide a preliminary earthwork volume and balance for the north and south reservoirs. Determine current available reservoir storage volume. Determine a desired berm height for the north and south reservoirs. Based on berm height, geotechnical information, preliminary layout of facilities and amenities determine new earthwork balance. Determine new reservoir storage volume. Adjust embankment locations to optimize use of the available property and re-model site earthwork. Iterations to adjust embankment locations and earthwork volumes will be limited to no more than three (3).

Present the findings in a draft technical memorandum and meet with the City to review the findings. Comments from the City will be incorporated and a final technical memorandum will be provided to the City and incorporated into the design report.

Deliverables:

- Draft evaluation memorandum
- Final evaluation memorandum.

#### **504 - Reservoir Preliminary Design Analysis**

The following elements will be included in the preliminary design:

- Identify proposed slopes, barrier walls, ground water drain.
- Develop flow path through reservoirs with consideration for water quality.
- Develop preliminary plan for intake and pumping for water supply to WTP.
- Identify source of power for pump stations and WTP. Identify potential transmission routes and capacities of existing transmission lines.
- Structures and piping for transferring flow from south reservoir to north reservoir.
- Structures and piping for discharge flow from north reservoir.
- Develop provisions to drain the reservoirs.
- Develop provisions for emergency overflow of each reservoir.
- Identify means to use either reservoir to supply the WTP.

Preliminary designs will be developed to a conceptual level and then reviewed with the City to obtain concurrence with the concepts before completing the preliminary design. Present the findings in a draft technical memorandum and meet with the City to review the findings. Comments from the City will be incorporated and a final technical memorandum will be provided to the City and incorporated into the design report.

Assumptions:

- An outlet works pipe has been included in the list of preliminary drawings but HDR will work with MTDSP to determine if an outlet works pipe is needed.
- The preliminary plans include an overflow pipe in lieu of a spillway but conversations with MTDSP will need to be completed to confirm this approach.
- Plans for the WTP will be limited to general location and identifying areas reserved for this part of the project.

Deliverables:

- Draft evaluation memorandum
- Final evaluation memorandum.

#### **TASK 600- PRELIMINARY DESIGN REPORT**

Develop a recommended improvement program for the project and prepare a summary report. The City requires an estimate of the probable project construction cost for budget

management purposes. A construction sequence is required to anticipate shut down and areas of potential contractor interference. A construction schedule is also required to determine that the contract documents allow adequate time for construction completion.

A draft version of the preliminary design report will be prepared to describe the engineering findings. The document will include an executive summary. City comments will be addressed and final report will be prepared. Develop the individual packages identified above into construction packages, confirm construction sequencing and estimated costs, define implementation schedules, and develop design to 20 to 25 percent completion. A preliminary Table of Contents is:

- Chapter 1 – Executive Summary
- Chapter 2 – System Operation and Design Criteria
- Chapter 3 – Geotechnical Report
- Chapter 4 – Groundwater Evaluation
- Chapter 5 – Hesper Road Evaluation
- Chapter 6 – Pump Station/WTP Site Evaluation
- Chapter 7 – BBWA Condition Assessment
- Chapter 8 - Raw Water Delivery
- Chapter 9 – End Land Use Design
- Chapter 10 – Reservoir Water Quality
- Chapter 11– Reservoir Preliminary Design
- Chapter 12 – Recommended Plan
- Chapter 13 – Preliminary Cost Estimate

HDR will meet with the City to present the draft preliminary design report. Comments from the City will be incorporated and a final preliminary design report will be provided to the City.

### **601 -Design Delivery Packaging and Approach (Recommended Plan)**

Develop design and construction packaging of the anticipated five contracts. Assess construction delivery methods and recommend approach. Work with City staff to identify major permits.

### **602 –Preliminary Construction Sequence (Recommended Plan)**

A draft written construction sequence will be prepared to optimize constructability. The sequence will identify areas of contractor interaction.

### **603- Preliminary Construction Cost Estimate**

Update the cost estimates initially prepared during alternatives development. Prepare an opinion of probable construction cost at the preliminary design phase. The estimate, which will be subdivided by specification section number, will be categorized into labor, equipment,

materials, and installation. Factors will be applied for mobilization, testing and startup, training, contractor's overhead and profit, and applicable taxes.

Deliverables:

- Draft cost estimate
- Final cost estimate.

#### **604-Preliminary Design Drawings and Specification List (Recommended Plan)**

Preliminary design drawings will be developed include:

- Cover Sheet
- Survey Control
- Geotechnical Information (3 sheets)
- Existing Site Plan and Land Ownership
- Overall Reservoir and WTP Plan
- North Reservoir Site Plan
- South Reservoir Site Plan
- Hesper Road Plan
- Hesper Road Typical Section
- Landscape Plans (2 sheets)
- Reservoir Typical Sections (2 sheets)
- Embankment Typical Sections
- Outlet and Overflow Pipe Plan and Sections
- Drain and Filter Plan
- Drain and Filter Typical Sections
- Raw Water Pump Station Plan
- Raw Water Pump Station Sections
- Reservoir Inlet Piping Plan
- Reservoir Outlet Piping Plan

A preliminary list of required specifications will also be included.

Deliverables:

- Draft drawings and specification list
- Final drawings and specification list.

#### **605-Draft Preliminary Design Report**

Prepare a draft Preliminary Engineering Report. Technical memoranda prepared during alternative development will be compiled into the draft report.

#### **606-Final Preliminary Design Report**

Prepare a draft Preliminary Engineering Report. Technical memoranda prepared during alternative development will be compiled into the draft report.

## **TASK 700 - QAQC**

Consultant will perform internal QC review on all the deliverables identified in this scope of services before they are sent to the City. A Senior Engineer from Consultant, not specifically involved in this project, will provide the QC review. Consultant PM will identify the reviewer. Task Lead/Project Engineer will coordinate with the reviewer to implement the QC review process. Individual quality control reviews will be conducted under the discipline budgets.

### **701-Quality Assurance Review:**

At project initiation, Consultant will conduct a quality assurance review at project commencement. Review will be by two senior engineers not associated with the project.

**702-Draft System Operation and Design Criteria Quality Control Review:** Conduct a quality control review of the draft technical memorandum.

### **703-Draft Geotechnical Report Quality Control Review:**

Conduct a quality control review of the draft technical memorandum.

### **704-Draft Groundwater Evaluation Quality Control Review:**

Conduct a quality control review of the draft technical memorandum.

### **705-Draft Hesper Road Quality Control Review:**

Conduct a quality control review of the draft technical memorandum.

### **706-Draft WTP Site Quality Control Review:**

Conduct a quality control review of the draft technical memorandum.

### **707-Draft BBWA Condition Assessment Quality Control Review:**

Conduct a quality control review of the draft technical memorandum.

### **708-Draft Raw Water Delivery Quality Control Review:**

Conduct a quality control review of the draft technical memorandum.

### **709-Draft End Land Use Quality Control Review:**

Conduct a quality control review of the draft technical memorandum..

**710-Draft Reservoir Water Quality Quality Control Review:**

Conduct a quality control review of the draft technical memorandum.

**711-Draft Seepage and Embankment Quality Control Review:**

Conduct a quality control review of the draft technical memorandum.

**712-Draft Earthwork Quality Control Review:**

Conduct a quality control review of the draft technical memorandum.

**713-Draft Reservoir Preliminary Design Quality Control Review:**

Conduct a quality control review of the draft technical memorandum.

**714-Draft Preliminary Design Report Quality Control Review:**

Conduct a quality control review of the draft Preliminary Design Report. .

**715-Final Preliminary Design Report Quality Control Review:**

Conduct a quality control review of the Final Design Report.

**716-Draft Preliminary Drawings Quality Control Review:**

Conduct a quality control review of the draft Preliminary Drawings.

**717-Draft Cost Estimate Quality Control Review:**

Conduct a quality control review of the draft Cost Estimate.

**TASK 800 – PROJECT RESERVE**

Provide professional services at the direction of the City as mutually agreed on and defined. The following subtasks may be performed if authorized by the City:

**801 - Geotechnical Investigation on BBWA**

At locations where issues are identified with the canal that indicate the potential for some subsurface issues up to 6 boreholes will be drilled either in the canal embankment or adjacent to the canal embankment. This work will be coordinated with the BBWA to ensure their concurrence and permission before any field work is begun. Boreholes will be completed to a depth of 50 feet using mud rotary equipment. The investigation will use split spoon samplers to obtain blow counts and material samples for evaluation by the geotechnical engineer. Ground water levels will be recorded in all locations and falling head permeability testing will be performed at three of the boreholes. The results will be included in a technical memorandum to be attached to the overall evaluation memorandum.

**802 – 3D Animation of Project Site with End Land Use**

Develop a 3D animation of the reservoirs and End Land Use amenities. Animation will highlight key components of the project.

## Appendix B

### Methods and Times of Payment City of Billings W.O. 19-12: West End Reservoir Project

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#### Section 1. Payments for Basic Services.

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

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

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

1. Project Management and Communication	\$110,200
2. Stakeholder Interaction	\$41,100
3. Data Gathering and Field Investigation	\$374,400
4. Non-Reservoir Preliminary Design	\$358,900
5. Reservoir Preliminary Design	\$286,400
6. Preliminary Design Report	\$219,400
7. QA/QC	\$101,800
8. Project Reserve	<u>\$71,800</u>
	\$1,564,000

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

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

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

Section 3. Corrections.

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

Section 4. Fee Increases

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

## **Appendix C**

### **Additional Services of Engineer City of Billings W.O. 19-12: West End Reservoir Project**

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

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

## **Appendix D**

### **Schedule of Professional Fees City of Billings W.O. 19-12: West End Reservoir Project**

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Not used on this Contract.

## **Appendix E**

### **Project Schedule City of Billings W.O. 19-12: West End Reservoir Project**

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Based on a notice to proceed by Billings dated no later than March 26, 2019, the completion date for the Engineer's work shall be on or before December 31, 2023 based on the following estimated schedule for major deliverables:

- A. Complete Preliminary Design – February, 2020
- B. Initiate Final Design, March 2020
- C. Earthwork Design to Knife River – November, 2020
- D. Begin Advertising Construction Projects – March, 2021
- E. Begin Awarding Construction Projects – July, 2021
- F. Construction Complete – July 2023

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

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

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

## **Appendix F**

### **Certificate(s) of Insurance City of Billings W.O. 19-12: West End Reservoir Project**

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(Attach Certificate(s) of Insurance)

**Regular City Council Meeting**

**Meeting Date:** 03/25/2019

**TITLE:** Donation for Parkland at Norm's Island,

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

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

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

The City of Billings has recently received a land donation from McCall Development through the Parks, Recreation and Preservation Foundation. The land is approximately 30 acres located south of the Josephine Subdivision and west of Riverfront Park encompassing part of the property known as Norm's Island along the Yellowstone River. Value of the land is estimated at \$233,000. The remaining portions of Norm's Island is owned by the City and the State of Montana which the City leases from the State as parkland.

Staff recommends that Council accept and acknowledge the generous contribution of McCall Development through the Parks, Recreation and Preservation Foundation.

**ALTERNATIVES ANALYZED**

City Council may:

- Accept the donation from McCall Development through the Parks, Recreation and Preservation Foundation, or;
- Not accept the donation

**FINANCIAL IMPACT**

The property has \$4,044.66 in back taxes that will need to be paid. There is no budget/financial impact aside from the back taxes.

**RECOMMENDATION**

Staff recommends that the City Council accept this donation of land on the westerly portion of Norm's Island from McCall Development through the Parks, Recreation and Preservation Foundation.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 03/25/2019

**TITLE:** 2019 Passenger Facility Charge (PFC) Application Approval

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

**Department:** Airport

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

From time to time, the Billings Logan International Airport must submit a Passenger Facility Charge (PFC) application to the Federal Aviation Administration (FAA) to continue its PFC collections that can be used for Airport related projects. The PFC program was established by Congress through 14 CFR Part 158. The application provides the FAA and the air carriers that serve Billings an opportunity to review and comment on the proposed projects. Once the application has been reviewed and a public comment period has been allowed, the application can be submitted to the FAA for approval. This application is for \$38,800,000 and consists of approximately \$1,600,000 that will go toward the construction of the Terminal Expansion and \$37,200,000 that will be collected to apply toward the debt service payment for the revenue bond proceeds secured for the Terminal Expansion construction costs. Currently, the revenue bond is anticipated to be \$25,000,000 with an annual debt service payment of \$1,840,000. The PFC rate for this application will be increased from the current \$3.00 level to \$4.50, the highest rate that can be implemented under current Federal law. The collections for this application are anticipated to go into effect May 1, 2019 and provide annual funding of approximately \$1,800,000. It is anticipated that this application will be in effect until January 1, 2040. These dates are dependent on the FAA approval date and the rate of collection that takes place over time. Table A from the airline notice letter is attached and provides a description of the projects for which the Airport is seeking funding.

To submit the application, City Council action is required to approve the new PFC collection rate of \$4.50 per passenger, to authorize the Mayor to sign the PFC application, and to authorize the Director of Aviation and Transit to submit the application and work with the FAA on any follow up items needed to comply with 14 CFR Part 158 and its related requirements.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the new PFC rate of \$4.50, authorizing the Mayor to sign the PFC application, and the submission of the PFC application to the FAA; or
- Disapprove the new PFC rate of \$4.50 and the submission of the PFC application to the FAA, temporarily terminating the PFC program at the Billings Logan International Airport.

**FINANCIAL IMPACT**

The PFC collections at \$4.50 are anticipated to produce approximately \$1,800,000 per year of funding for the Airport to use for the construction of the Terminal Expansion or the affiliated debt service payments.

## **RECOMMENDATION**

Staff recommends that the City Council approve increasing the PFC rate to \$4.50, authorize the Mayor to sign the PFC application, and allow the Billings Logan International Airport to submit the application to the FAA for the continued collection of Passenger Facility Charges.

## **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Table A

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## TABLE A

### PROJECTS PROPOSED FOR FUNDING BY IMPOSING AND USING PASSENGER FACILITY CHARGES FOR DISCUSSION AT FEBRUARY 28, 2019 AIR CARRIER MEETING BILLINGS LOGAN INTERNATIONAL AIRPORT BILLINGS, MONTANA

PASSENGER FACILITY CHARGE AMOUNT OF \$4.50

TOTAL PROPOSED PROJECTS: \$38,800,000

**PRINCIPAL AND INTEREST ON DEBT SERVICE – TERMINAL EXPANSION** **\$37,200,000**

**JUSTIFICATION:** The existing Concourses A and B were constructed during 1970 and 1971. These concourses utilized a hall and pod configuration, which is very limiting for expansion and airline over flow situations. The existing concourse is also limited in its ability to meet the needs of airlines as they increase capacity or services. With only five loading bridge areas, the existing six airlines are limited in their operations, causing them to at times tow overnight aircraft to the loading bridge after one becomes available. Additionally, the four restroom facilities, one male and one female on each concourse, were significantly undersized with only three or four fixtures each, when at times there may be over 500 passengers on the two concourses. In 2017, the restrooms on Concourse B were expanded to partially mitigate this situation. The original design had no food concession space on the concourses until one small deli was added in 2002. There was however, a gift shop. The existing concourses are not energy efficient and costly to heat, cool, and maintain. The existing data backbone is at its capacity and needs to be significantly upgraded to meet the data needs for security, passenger use, and the airlines evolving requirements. The existing security screening area is also undersized and its current configuration results in a bottleneck at the screening entrance. This project will enhance capacity and security in the Billings Logan International Airport Terminal Building by relocating the existing screening area into an area with room to meet all screening area specifications, by upgrading the data system for all security doors and security cameras in the expansion area, by increasing the number of loading bridges and accompanying holdrooms from five to eight, and by greatly enhancing the public use areas. The intent of this Passenger Facility Charge (PFC) application is two-fold. First, the application will raise the PFC to \$4.50 from the current \$3.00, and second, it will fund debt service for a portion of the construction cost for the new Terminal Concourse Expansion that is scheduled to get underway in the Autumn of 2019 and continue through early 2023.

**PAY AS YOU GO FOR TERMINAL EXPANSION** **\$1,600,000**

**JUSTIFICATION:** The PFC funds will initially be used as, *to pay as you go funding*, to cover the local share match for FAA Airport Improvement Program (AIP) grants for the Terminal Expansion project discussed above. The *pay as you go funds* will continue until PFC funds are needed for the first debt service payment.

**Regular City Council Meeting**

**Meeting Date:** 03/25/2019

**TITLE:** Acceptance of the 2018 State Homeland Security Grant and Purchase Hazmat FTIR Analyzer Unit - FarrWest Environmental Supply

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

**Department:** Fire

**Presentation:** No

**PROBLEM/ISSUE STATEMENT**

In December, 2018 the Fire Department on behalf of the Montana Regional Hazmat Teams issued an RFP for the purpose of analyzing and purchasing five (5) Fourier Transform Infrared (FTIR) handheld analyzers. Proposals were received from Agilent, FarrWest and Federal Resources. A detailed test and evaluation process was conducted by members of Great Falls, Helena, and Billings Regional HazMat Teams. At the conclusion, FarrWest Environmental Supply's product was selected by evaluators. Purchase agreement with FarrWest Environmental Supply for the purchase of five (5) Smiths Detection HazMatID Elite Identification and Detection Command packages utilizing FTIR technology. In the original grant application approved by Council, the City of Billings Fire Department will accept and administer the 2018 Homeland Security Grant funds and will buy and distribute to the other Regional HazMat teams the equipment purchased under the Agreement with FarrWest Environmental Supply.

**ALTERNATIVES ANALYZED**

City Council may:

- approve accepting the \$300,000.00 grant funds and approve the Agreement with FarrWest Environmental to purchase five (5) Smiths Detection HazMat ID Identification and Detection Command Package FTIR units for the Montana Regional Hazardous Materials Teams of Billings, Bozeman, Helena, Great Falls, and Missoula or;
- Not accept this financial assistance to purchase this tool for the Montana Regional HazMat Teams.

**FINANCIAL IMPACT**

City policy requires that the City Council approve accepting financial assistance or grant awards before adjusting the City's budget to account for the funds. There is no local match required for this grant award. The City of Billings Fire Department staff worked with the City's Purchasing Agent to purchase the approved equipment and distribute them to the other regional HazMat teams, after which, it will request reimbursement from the grant. These funds are already awarded to us and are available for reimbursement immediately following invoice submission to Montana Disaster and Emergency Services. .

**RECOMMENDATION**

Staff recommends that the City Council approve the Agreement with FarrWest for the purchase of five (5) Smiths detection HazMatID elite identification and detection command packages utilizing FTIR technology and trade-in five (5) Smith's HazMat 360 FTIR Analyzers and associated equipment for the State Regional HazMat Teams of Billings, Bozeman, Helena, Great Falls and Missoula. And authorize the Mayor to sign all grant documents.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 03/25/2019

**TITLE:** Final Plat of Amended Lot 3, Block 5, Sunnyside Subdivision, 1st filing

**PRESENTED BY:** Wyeth Friday

**Department:** Planning & Community Services

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

The final plat for Sunnyside Subdivision, 1st Filing, Amended Lot 3, Block 5, is being presented to City Council for approval. The subject property is generally located on the northeast corner of the intersection of 10th Avenue North and North 27th St. The property is zoned Community Commercial (CC). The representing agent is Stahly Engineering & Associates, agent for Opportunity Bank of Montana. The preliminary plat received conditional approval from City Council on September 10, 2018. Staff has determined that the proposed plat has met all the conditions of approval and is forwarding a recommendation of final approval to the City Council. Upon City Council approval, these documents are appropriate as to form for filing with the Clerk and Recorder.

**ALTERNATIVES ANALYZED**

The City Council may approve or disapprove the final plat of Sunnyside Subdivision, 1st Filing, Amended Lot 3, Block 5. If the City Council chooses to deny the final plat, it must base the denial on the criteria outlined in Section 76-3-611, MCA, and Section 23-307, BMCC.

**FINANCIAL IMPACT**

Should the City Council approve the final plat, the newly created lots may be further developed, increasing the tax and assessment revenues for the City while also generating service demands. A new Opportunity Bank is already under construction on what will be Lot 3A and 3B of the proposed subdivision.

**RECOMMENDATION**

Staff recommends that the City Council approve the final plat of Sunnyside Subdivision, 1st Filing, Amended Lot 3, Block 5.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

SIA  
Plat

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**SUBDIVISION IMPROVEMENTS AGREEMENT**  
**Amended Plat of Lot 3, Sunnyside Subdivision – 1<sup>st</sup> Filing**  
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**(City of Billings)**

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# SUBDIVISION IMPROVEMENTS AGREEMENT

## Amended Plat of Lot 3, Sunnyside Subdivision – 1<sup>st</sup> Filing

**This agreement** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Opportunity Bank of Montana, whose address for the purpose of this agreement is P.O. Box 4999, Helena, MT 59604-4999, hereinafter referred to as “Subdivider,” and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as “City.”

### WITNESSETH:

**WHEREAS**, the amended plat of *Lot 3, Sunnyside Subdivision – 1<sup>st</sup> Filing*, located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

**WHEREAS**, at a regular meeting conducted on \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the City Council conditionally approved an amended preliminary plat of *Lot 3, Sunnyside Subdivision – 1<sup>st</sup> Filing*; and

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

**WHEREAS**, the provisions of this agreement shall be effective and applicable to *Lot 3, Sunnyside Subdivision – 1<sup>st</sup> Filing* upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

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

### **I. VARIANCES**

There are no variances requested for this subdivision.

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

**A.** Lot owners should be aware that there are Covenants, Conditions and Restrictions of the Lot 3, Sunnyside Subdivision – 1<sup>st</sup> Filing recorded in conjunction with this subdivision that outlines additional requirements specific to this subdivision.

- B.** A geotechnical engineering report was prepared for this development by Terracon Consultants, Inc. titled, *New Commercial Development, Billings, Montana*, dated May 30, 2018. This report details foundation design, pavement and concrete sections, and infiltration rates for stormwater management systems specific to the proposed site improvements.
- C.** No water rights have been transferred to the lot owners.
- D.** There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.
- E.** The subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution and Prevention Plan (SWPPP) filed with the city and the Montana Department of Environmental Quality (MDEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by MDEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.
- F.** Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

### **III. TRANSPORTATION**

#### **A. Streets**

North 27<sup>th</sup> Street has a right-of-way width of 80 feet and is fully constructed adjacent to the project limits with curb and gutter and an approximately 60' paved width. No improvements to North 27<sup>th</sup> Street are proposed with this subdivision.

10<sup>th</sup> Avenue North has a right-of-way width of 80 feet and is fully constructed adjacent to the project limits with a paved width of approximately 50'. No improvements to 10<sup>th</sup> Avenue North are proposed with this subdivision.

#### **B. Sidewalks**

An approximately 7' wide concrete sidewalk is currently in place along North 27<sup>th</sup> Street. A 10' wide boulevard and 5' wide concrete sidewalk will be

constructed along the frontage of the subject parcel along North 27<sup>th</sup> Street. Timing of the sidewalk improvements will be determined in conjunction with the Montana Department of Transportation and City Engineering.

An approximately 7.5' wide boulevard and 6' wide concrete sidewalk are currently in place along 10<sup>th</sup> Avenue North. No improvements to the boulevard or sidewalk along 10<sup>th</sup> Avenue North are proposed with this subdivision other than replacing areas that are damaged during construction of the on-site improvements.

**C. Street Lighting**

There are no street lighting improvements proposed with this subdivision.

**D. Traffic Control Devices**

There are existing stop signs and street signs on 10<sup>th</sup> Avenue North at the intersection with North 27<sup>th</sup> Street. There are no additional traffic control devices proposed with this subdivision.

**E. Access**

Legal access will be granted by way of the dedicated right-of-way along North 27<sup>th</sup> Street via two approaches. A reciprocal access and parking easement will be placed over the parking lot to provide legal, shared access and parking to both lots. The approach locations and configurations will be determined in conjunction with the Montana Department of Transportation and City Engineering.

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

The Billings Area Bikeway and Trail Master Plan identifies a proposed short-range bike lane along North 27<sup>th</sup> Street adjacent to this property. This subdivision will not require the construction of any bikeway or trail improvements.

**G. Public Transit**

There are no public transit improvements proposed with this subdivision.

**IV. EMERGENCY SERVICE**

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

The City of Billings Fire and Police Departments will provide emergency fire and law enforcement services. Emergency access shall be provided via North 27<sup>th</sup>

Street. An operational fire hydrant is located in the southwest quadrant of the intersection of North 27<sup>th</sup> Street and 10<sup>th</sup> Avenue North.

**V. STORM DRAINAGE**

All drainage improvements shall comply with the provisions set forth in Chapter 28, BMCC, and the Stormwater Management Manual in place at the time of development. A complete stormwater management plan shall be submitted to the Engineering Division for review and approval at the time of development.

The proposed stormwater management system will consist of two separate infiltration systems with large diameter perforated pipe. The infiltration system will tie into the City's existing storm sewer system and will include access risers for maintenance purposes.

**VI. UTILITIES**

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

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

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

**A. Water**

Both proposed lots are currently served by individual water services. No additional water system improvements are proposed for this subdivision.

**B. Sanitary Sewer**

Both proposed lots are currently served by individual sanitary sewer services. All existing sanitary sewer services that are located on the lots will be removed and capped at the sanitary sewer main. New sanitary sewer services will be installed at the locations required by the development of the lots.

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

Both proposed lots are currently served by individual power, telephone, gas, and cable television services. No additional power, telephone, gas, or cable television improvements are proposed for this subdivision.

**VII. PARKS/OPEN SPACE**

There is no parkland requirement for proposed Lot 3, Sunnyside Subdivision – 1<sup>st</sup> Filing, as this is a minor subdivision [MCA 76-3-621(3)(a)].

**VIII. IRRIGATION**

Both parcels of the subdivision are within the Sunnyside Irrigation District; however, both parcels will utilize private irrigation systems.

**IX. SOILS/GEOTECHNICAL STUDY**

A geotechnical engineering report was prepared for this development by Terracon Consultants, Inc. titled, *New Commercial Development, Billings, Montana*, dated May 30, 2018. This report details foundation design, pavement and concrete sections, and infiltration rates for stormwater management systems specific to the proposed site improvements.

**X. PHASING OF IMPROVEMENTS**

There are no phases associated with this subdivision.

**XI. FINANCIAL GUARANTEES**

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

**XII. LEGAL PROVISIONS**

**A.** Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by the City of Billings.

**B.** The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.

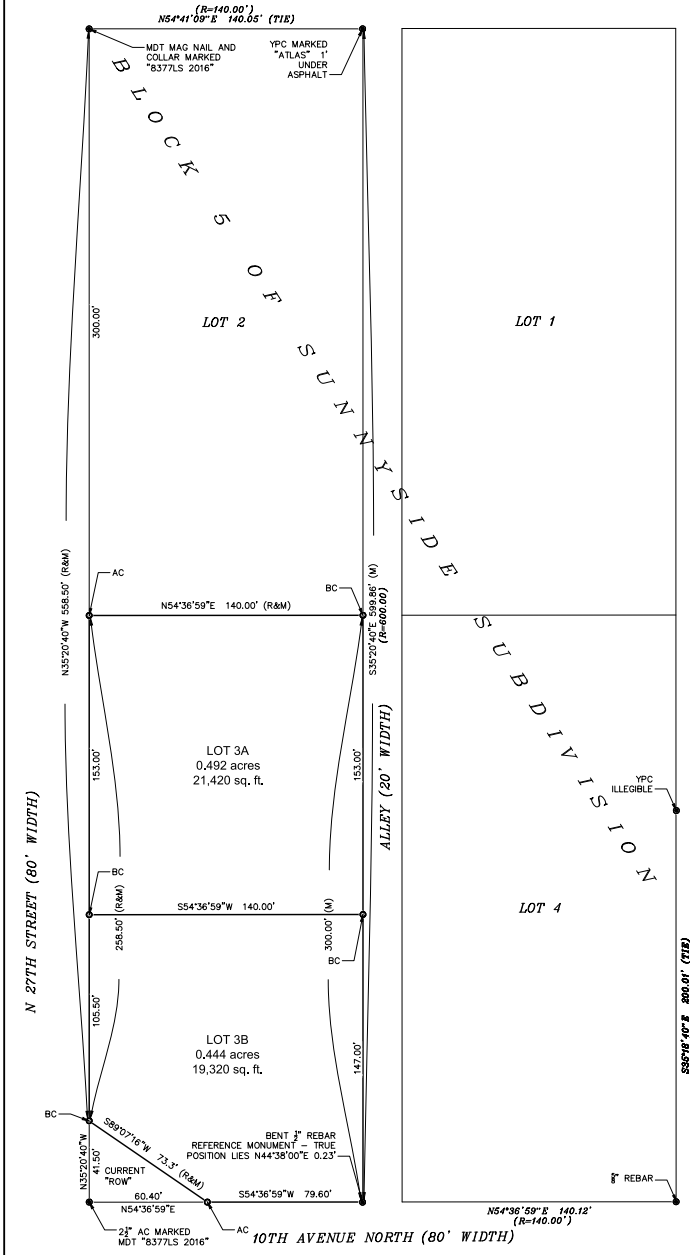




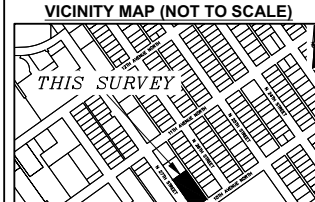


# SUNNYSIDE SUBDIVISION AMENDED PLAT

AMENDING LOT 3, BLOCK 5, OF THE SUNNYSIDE SUBDIVISION PLAT 1ST FILING  
 LOCATED WITHIN THE EAST ONE-HALF OF SECTION 32, TOWNSHIP 01 NORTH, RANGE  
 26 EAST, P.M.M., CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA



- LEGEND**
- FOUND MONUMENT AS DESCRIBED
  - SET 3"x24" REBAR WITH ALUMINUM CAP (AC) OR BRASS CAP (BC) MARKED "STAHLY 16192LS", AS NOTED (SEE NOTE #13)
  - BOUNDARY LINE (THIS SURVEY)
  - AC ALUMINUM CAP
  - M MEASURED
  - R RECORD MEASUREMENT PER SUNNYSIDE SUBDIVISION FIRST FILING, DOC. #300843
  - ROW RIGHT-OF-WAY
  - YPC YELLOW PLASTIC CAP

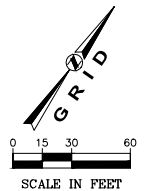


- NOTES:**
- Date of survey: January 2018-April 2018
  - Purpose of survey: Minor subdivision
  - Owners of record: Opportunity Bank of Montana
  - Survey commissioned by: Opportunity Bank of Montana
  - Number of Lots: 2
  - Maximum Lot Area: 0.492 Acres (21,420 sq. ft.)
  - Minimum Lot Area: 0.444 Acres (19,320 sq. ft.)
  - Area of Parkland: 0
  - Linear feet of streets: 0
  - Net and gross Acreage: 0.935 Acres
  - Existing and Proposed Zoning: Community Commercial
  - Existing and Proposed Land Use: Commercial
  - As per ARM 24.183.1104(1)(e)(v)(A) and ARM 24.183.1101(1)(d), monuments will not be set until construction is completed, and no later than October 19, 2019.

**BASIS OF BEARING:**  
 MONTANA STATE PLANE 2500  
 NAD83 (CONUS MOLODTSEVSKY)  
 GROUND PROJECTION AT CP1:  
 LATITUDE: 46° 47'29.75814"  
 LONGITUDE: 108° 30'46.57097"  
 ELLIPSOID HEIGHT: 3093.426  
 CONVERGENCE ANGLE: 0°43'19"

VERTICAL DATUM: NAVD83 (GEOID 12A)

REAL-TIME KINEMATIC OBSERVATIONS  
 VIA CITY OF BILLINGS BASE STATION



**CERTIFICATE OF DEDICATION**

I, the undersigned property owner, do hereby certify that I have caused to be surveyed, subdivided and platted into lots as shown by the plat herunto included, the following described land in Yellowstone County, to-wit:

**LEGAL DESCRIPTION**

Two tracts of land located within the east one half of Section 32, Township 1 North, Range 26 East, Principal Meridian Montana, City of Billings, Yellowstone County, Montana, being more particularly described as the Lot 3 of the Sunnyside Subdivision Plat 1st Filing, according to the official plat filed with the Clerk & Recorder of Yellowstone County, Montana, (Document #300843), containing a gross and net area of 0.94 acres or 41,000 square feet.

**DEPARTMENT OF ENVIRONMENTAL QUALITY EXCLUSION**

Lots 3A and 3B are excluded from Department of Environmental Quality review pursuant to ARM 17.36.605(2)(b)(i) "no facilities other than those previously approved exist or will be constructed on the parcel;" and

ARM 17.36.605 (2)(b)(ii) "the division of land will not cause approved facilities to deviate from the conditions of approval, in violation of 76-4-130, MCA."

DATED this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_

\_\_\_\_\_  
 Darryl Rensman, representative for Opportunity Bank of Montana

State of \_\_\_\_\_  
 County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_ (Date)

\_\_\_\_\_  
 Darryl Rensman, representative for Opportunity Bank of Montana

(Notary - printed)

\_\_\_\_\_  
 (Notary - signed)

Notary Public for the State of: \_\_\_\_\_  
 Residing at: \_\_\_\_\_  
 My commission expires: \_\_\_\_\_

**CERTIFICATE OF CITY COUNCIL**

I, \_\_\_\_\_, City of Billings, Montana, do hereby certify that the accompanying plat has been duly examined and have found the same to conform to the law, approve it, and hereby accept any dedication to public use.

DATED this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_

CITY OF BILLINGS, MONTANA

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

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

**CERTIFICATE OF PLANNING BOARD APPROVAL**

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

DATED this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_

BY: \_\_\_\_\_  
 President

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

**CERTIFICATE OF CITY ATTORNEY**

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

DATED this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_

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

**CERTIFICATE OF COUNTY TREASURER**

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

DATED this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_

\_\_\_\_\_  
 (Signature Treasurer of Yellowstone County)

**CERTIFICATE OF EXAMINING LAND SURVEYOR**

I, the undersigned, do hereby certify that I have examined this plat for errors and omissions in drafting.

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

\_\_\_\_\_  
 Examining Land Surveyor

**CERTIFICATE OF SURVEYOR**

I, the undersigned, Dan Stahly, Professional Land Surveyor, do hereby certify that in January-April, 2018, I surveyed Lot 3 of the Sunnyside Subdivision First Filing, and described the same as shown on the accompanying plat and platted in accordance with the provisions of the Montana Subdivision and Platting Act, Section 76-3-101 through 76-3-625, MCA, and the Yellowstone County Subdivision Regulations.

DATED this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_

\_\_\_\_\_  
 Dan Stahly, PLS License No. 16192

<p><b>STAHLY ENGINEERING &amp; ASSOCIATES</b>                  PROFESSIONAL ENGINEERS &amp; SURVEYORS                  www.seaeng.com</p> <p>2223 MONTANA AVE. STE. 201 BILLINGS, MT 59101 Phone: (406)601-4925 Fax: (406)601-4962</p> <p>3530 CENTENNIAL DR. HELENA, MT 59601 Phone: (406)442-8094 Fax: (406)442-8557</p> <p>851 BRIDGER DR. STE. 1 BOZEMAN, MT 59715 Phone: (406)552-8944 Fax: (406)552-9528</p>	<p><b>AMENDED PLAT NO.</b></p> <p>COUNTY: YELLOWSTONE</p> <p>PRINCIPAL MERIDIAN, MONTANA</p>	<table border="1" style="border-collapse: collapse;"> <tr> <td>1/4</td> <td>SEC</td> <td>T</td> <td>R</td> </tr> <tr> <td>32</td> <td>01N</td> <td>26E</td> <td></td> </tr> </table>	1/4	SEC	T	R	32	01N	26E		<p>FIELD: RH                  DRAWN: RH                  CHECKED: DS                  DATE: 02-21-2019</p> <p>SHEET  <b>1 OF 1</b></p>
	1/4	SEC	T	R							
32	01N	26E									

**Regular City Council Meeting**

**Meeting Date:** 03/25/2019

**TITLE:** Payment of Claims February 19, 2019

**PRESENTED BY:** Andy Zoeller

**Department:** City Hall Administration

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$911,825.74 have been audited and are presented for City Council payment approval. A complete listing of the claims dated February 19, 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**

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**Attachments**

councilmemo\_021919

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Check Date	Check#	Name	Fund Name	Amount	Item Desc
02/19/2019	821002	A & I Distributors	Fleet	\$ 531.54	3237156 PO NUM 306875
02/19/2019	821002	A & I Distributors	Solid Waste	\$ 83.88	3240174
02/19/2019	821002	A & I Distributors	Water	\$ 30.93	3241249; 10/14Z CITGO/MYSTIK JT6 SYNBLND
02/19/2019	821002	A & I Distributors	Transit	\$ 1,137.79	3242089 PO NUM 307325
02/19/2019	821002	A & I Distributors	Fleet	\$ 131.21	3247028
02/19/2019	821002	A & I Distributors	Fleet	\$ 1,474.56	3247028 PO NUM 307325
02/19/2019	821002	A & I Distributors	Solid Waste	\$ 557.70	DEF for Garbage trucks 3237888
02/19/2019	821002	A & I Distributors	Solid Waste	\$ 557.70	Blue DEF for garbage trucks 3248773
02/19/2019	821002	A & I Distributors	Street/Traffic Oper	\$ 1,809.05	DEF tank setup for use in trucks
02/19/2019	821002	A & I Distributors	Street/Traffic Oper	\$ 142.69	nozzle for def tank for vehicles
02/19/2019	821002	A & I Distributors	Solid Waste	\$ 1,822.96	Oil and Blue DEF for garbage trucks 3240659
02/19/2019	821002	A & I Distributors	Airport	\$ 185.90	Invoice #3246242. Blue Deff for SRE
02/19/2019	821002	A & I Distributors	Airport	\$ 92.95	Invoice #3247577. 55 Gal Blue Def for Operations
02/19/2019	821002	A & I Distributors	Water	\$ 123.48	WATER PARTS AND SUPPLIES
02/19/2019	821002	A & I Distributors	Fleet	\$ 72.36	3237518 PO NUM 306875
02/19/2019	821002	A & I Distributors	Public Safety	\$ 39.79	3241260
02/19/2019	821002	A & I Distributors	Transit	\$ 92.95	3242089
02/19/2019	821002	A & I Distributors	Fleet	\$ 64.35	3247028 PO NUM 307325
02/19/2019	821002	A & I Distributors	Public Safety	\$ 134.22	3249530
02/19/2019	821002	A & I Distributors	Airport	\$ 323.95	Invoice #3242874. Hydraulic Oil
02/19/2019	821002	A & I Distributors	Street/Traffic Oper	\$ 39.79	3241260
02/19/2019	821002	A & I Distributors	Fleet	\$ 2,980.46	3241260 PO NUM 306875
02/19/2019	821002	A & I Distributors	Solid Waste	\$ 40.33	3241260
02/19/2019	821002	A & I Distributors	Street/Traffic Oper	\$ 185.90	3241262
02/19/2019	821002	A & I Distributors	Solid Waste	\$ 72.75	3241260
02/19/2019	821003	A+ Electric Motor Repair	Wastewater	\$ 6,798.00	18-919;REWIND CENTRIFUGE #1 MOTOR
02/19/2019	821008	Allstream Business US	Telephone System	\$ 79.95	Main Bill New Account
02/19/2019	821008	Allstream Business US	Telephone System	\$ 79.95	Main Bill New Account
02/19/2019	821008	Allstream Business US	Telephone System	\$ 2,233.47	Main Bill New Account # 330046
02/19/2019	821008	Allstream Business US	Telephone System	\$ 2,309.27	Main Bill New Account # 330046
02/19/2019	821008	Allstream Business US	General	\$ 46.00	Main Bill New Account # 330046 -Dehler Park
02/19/2019	821008	Allstream Business US	General	\$ 46.00	Main Bill New Account # 330046 -Dehler Park
02/19/2019	821009	Altitude Signal LLC	Street/Traffic Oper	\$ 450.00	cable, 1000ft per attached quote
02/19/2019	821009	Altitude Signal LLC	Street/Traffic Oper	\$ 2,920.00	Mccain Hawk signal, 3 sec, 12" alum green
02/19/2019	821009	Altitude Signal LLC	Street/Traffic Oper	\$ 40,875.00	Gridsmart GS2 single camera detection system
02/19/2019	821011	Anderson Service Inc	Water	\$ 9,200.00	16155; CRANE REPLACEMENT
02/19/2019	821011	Anderson Service Inc	Water	\$ 1,526.00	16156; OUTRIGGERS, BOOM REST
02/19/2019	821012	Archie Cochrane	Transit	\$ 148.11	5273018 PO NUM 307601
02/19/2019	821012	Archie Cochrane	Property Ins	\$ 6,248.95	Inv. #846202-1 Parks #2018-163
02/19/2019	821012	Archie Cochrane	Property Ins	\$ 2,714.30	Inv. #846356-1 BPD #2018-164
02/19/2019	821012	Archie Cochrane	Transit	\$ 78.43	5272972

Check Date	Check#	Name	Fund Name	Amount	Item Desc
02/19/2019	821021	Blackfoot Communications	Information Resources	\$ 2,517.50	IT Tech Support -25 Hours
02/19/2019	821022	Brenntag Pacific Inc	Street/Traffic Oper	\$ 6,506.20	hicothaw liquid used to melt snow on streets
02/19/2019	821022	Brenntag Pacific Inc	Wastewater	\$ 2,982.48	BPI912387; ALUMINUM SULFATE
02/19/2019	821030	Chicago Title of Montana	CDBG	\$ 10,000.00	FTHB Jan Goodpaster 3626 Decathlon Parkway
02/19/2019	821033	Cop Construction Co	Water	\$ 4,167.25	WTP FILTER BUILDING SEWER LINE REPAIR
02/19/2019	821037	Crescent Electric Supply	Street/Traffic Oper	\$ 247.42	recept, cap, cable for extention cable for welder
02/19/2019	821037	Crescent Electric Supply	Wastewater	\$ 138.00	Communication cables for new WRF
02/19/2019	821037	Crescent Electric Supply	Wastewater	\$ 883.49	Radio link from Larsen site to WTP for alarm
02/19/2019	821037	Crescent Electric Supply	Wastewater	\$ 883.49	Radio link from Larsen site to WTP for alarm
02/19/2019	821037	Crescent Electric Supply	Street/Traffic Oper	\$ 4,380.00	S506089636 PO NUM 307611
02/19/2019	821037	Crescent Electric Supply	Water	\$ 1,158.26	Radio link from Larsen site to Mt View
02/19/2019	821038	Cucancic Construction Inc	Information Resources	\$ 45,114.30	2018 City Hall IT Basement Offices
02/19/2019	821040	Dell Computer L P	Information Resources	\$ 837.89	13" Inspiron 7000, 8GB RAM, laptop -Deb, IT
02/19/2019	821040	Dell Computer L P	Engineering	\$ 7,949.96	7 i7 Processors,8GB RAM, 256GB SSD
02/19/2019	821040	Dell Computer L P	Public Safety	\$ 289.98	Two 20" monitors. Jamie in Police
02/19/2019	821042	Dept Of Natural Resources	Airport	\$ 24,000.00	Invoice #SULS1900350. State Land Lease
02/19/2019	821043	Desert Mountain Corp	Street/Traffic Oper	\$ 4,568.22	ice slicer used to melt snow on roads
02/19/2019	821043	Desert Mountain Corp	Street/Traffic Oper	\$ 4,367.37	ice slicer used to melt snow on the streets
02/19/2019	821043	Desert Mountain Corp	Street/Traffic Oper	\$ 4,515.81	ice slicer used to melt snow on the streets
02/19/2019	821043	Desert Mountain Corp	Street/Traffic Oper	\$ 4,348.42	ice slicer used to melt snow on the streets
02/19/2019	821055	Flathead County Sheriff	Police Programs	\$ 2,047.55	Travel and Training.
02/19/2019	821055	Flathead County Sheriff	Police Programs	\$ 24,329.26	Personnel and Fringe.
02/19/2019	821055	Flathead County Sheriff	Police Programs	\$ 3,609.72	Supplies and Equipment.
02/19/2019	821059	Galles Filter Service	Solid Waste	\$ 5.01	P-84688.01
02/19/2019	821059	Galles Filter Service	Fleet	\$ 5.62	P-84701.01 PO NUM 306878
02/19/2019	821059	Galles Filter Service	Fleet	\$ 318.40	P-85039.01 PO NUM 307330
02/19/2019	821059	Galles Filter Service	Solid Waste	\$ 5.01	P-84688.02
02/19/2019	821059	Galles Filter Service	Fleet	\$ 164.09	P-84796.01 PO NUM 306878
02/19/2019	821059	Galles Filter Service	Fleet	\$ 294.16	P-85121.01 PO NUM 307330
02/19/2019	821059	Galles Filter Service	Fleet	\$ 32.46	T-80560 PO NUM 307330
02/19/2019	821059	Galles Filter Service	Water	\$ 326.14	WATER PARTS AND SUPPLIES
02/19/2019	821059	Galles Filter Service	Solid Waste	\$ 110.60	P-84644.01
02/19/2019	821059	Galles Filter Service	Fleet	\$ 31.95	P-84700.01 PO NUM 306878
02/19/2019	821059	Galles Filter Service	Fleet	\$ 49.26	P-84974.01 PO NUM 307330
02/19/2019	821059	Galles Filter Service	Street/Traffic Oper	\$ 14.20	P-85040.01
02/19/2019	821059	Galles Filter Service	Street/Traffic Oper	\$ 34.51	P-84869.01
02/19/2019	821059	Galles Filter Service	Fleet	\$ 458.95	P-84871.01 PO NUM 306878
02/19/2019	821059	Galles Filter Service	Water	\$ 199.43	Water Parts & Supplies
02/19/2019	821059	Galles Filter Service	Water	\$ 117.38	Water Parts & Supplies
02/19/2019	821059	Galles Filter Service	Transit	\$ 98.40	T-80043
02/19/2019	821059	Galles Filter Service	Water	\$ 167.95	P-84333-01; H.S. AIR DRYERS

Check Date	Check#	Name	Fund Name	Amount	Item Desc
02/19/2019	821059	Galles Filter Service	Fleet	\$ 238.53	P-84533.01 PO NUM 306878
02/19/2019	821059	Galles Filter Service	Transit	\$ 285.73	P-84575-01 PO NUM 307330
02/19/2019	821059	Galles Filter Service	Transit	\$ 114.24	P-84575-02 PO NUM 307330
02/19/2019	821059	Galles Filter Service	Fleet	\$ 232.56	P-84634.01 PO NUM 306878
02/19/2019	821059	Galles Filter Service	General	\$ 90.90	P-84644.01
02/19/2019	821059	Galles Filter Service	Fleet	\$ 22.62	P-84797.01 PO NUM 307330
02/19/2019	821059	Galles Filter Service	City County Planning	\$ 5.48	P-84867.01
02/19/2019	821059	Galles Filter Service	Transit	\$ 34.60	P-84978-01
02/19/2019	821059	Galles Filter Service	Transit	\$ 165.73	P-84978-01 PO NUM 307330
02/19/2019	821059	Galles Filter Service	Fleet	\$ 109.81	P-85187.01 PO NUM 307330
02/19/2019	821059	Galles Filter Service	Solid Waste	\$ 240.94	Filters for Equipment at the Landfill
02/19/2019	821059	Galles Filter Service	Solid Waste	\$ 312.27	Filters for Equipment at the Landfill
02/19/2019	821059	Galles Filter Service	Solid Waste	\$ 230.60	Filters for Landfill equipment
02/19/2019	821059	Galles Filter Service	Solid Waste	\$ 711.42	Filters for Landfill Equipment
02/19/2019	821059	Galles Filter Service	Solid Waste	\$ 332.38	Filters for Landfill Equipment
02/19/2019	821062	Graybar Electric	Wastewater	\$ 181.92	9308350047; CP100 UPS PROJECT
02/19/2019	821062	Graybar Electric	Airport	\$ 44,635.00	Replacement Fixtures for Parking Lots
02/19/2019	821068	High Point Networks	Information Resources	\$ 1,442.00	WS-APCAP-16 Extreme WLAN controller
02/19/2019	821068	High Point Networks	Information Resources	\$ 29,982.00	1 Dell EMC ME4024 Storage Array
02/19/2019	821068	High Point Networks	Information Resources	\$ 1,426.00	wall plate dual radio indoor access points
02/19/2019	821072	Iaff	Payroll Clearing	\$ 4,683.09	Payroll Summary
02/19/2019	821077	Insight Public Sector	Public Safety	\$ 8,960.00	Seven Cradle points for fire
02/19/2019	821080	Junkermier,Clark,Campanella,Stevens	General	\$ 7,490.00	799094 - Final FY18 Audit
02/19/2019	821084	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 8,259.11	sand/salt mixture
02/19/2019	821086	Kone Inc	Airport	\$ 1,559.00	FY19 Elevator/Escalator Maintenance - Terminal
02/19/2019	821086	Kone Inc	Airport	\$ 40,453.38	Replace Terminal Building Elevator Doors
02/19/2019	821086	Kone Inc	Airport	\$ 25.00	FY19 Elevator/Escalator Maintenance
02/19/2019	821086	Kone Inc	Airport	\$ 63.00	FY19 Elevator/Escalator Maintenance - IP-9
02/19/2019	821090	Lenovo (United States) Inc	Water	\$ 598.43	1-15" laptop i5processor, 16GB RAM, 128GB SSD
02/19/2019	821090	Lenovo (United States) Inc	Wastewater	\$ 398.95	1-15" laptop i5processor, 16GB RAM, 128GB SSD
02/19/2019	821090	Lenovo (United States) Inc	P.W. Admin	\$ 1,908.61	1-15" laptop i5processor, 16GB RAM, 128GB SSD
02/19/2019	821100	Montana CSED	Payroll Clearing	\$ 3,535.23	Payroll Summary
02/19/2019	821101	Montana Dakota Utilities Co	General	\$ 124.54	112 138 9381 8
02/19/2019	821101	Montana Dakota Utilities Co	EOC 911	\$ 34.20	911 CENTER/STANDBY GENERATOR .4 DK USED
02/19/2019	821101	Montana Dakota Utilities Co	CDBG	\$ 78.35	FORECLOSURE Program - 215 19th St W
02/19/2019	821101	Montana Dakota Utilities Co	CDBG	\$ 51.99	FORECLOSURE Program - 30 S Plainview Street
02/19/2019	821101	Montana Dakota Utilities Co	Public Safety	\$ 324.01	307 111 5825 0
02/19/2019	821101	Montana Dakota Utilities Co	Water	\$ 160.45	162 660 1000 4
02/19/2019	821101	Montana Dakota Utilities Co	General	\$ 165.22	703 760 1000 8
02/19/2019	821101	Montana Dakota Utilities Co	Public Safety	\$ 339.54	672 860 1000 3
02/19/2019	821101	Montana Dakota Utilities Co	Public Safety	\$ 1,214.51	819 360 1000 8

Check Date	Check#	Name	Fund Name	Amount	Item Desc
02/19/2019	821101	Montana Dakota Utilities Co	General	\$ 32.92	879 660 1000 8
02/19/2019	821101	Montana Dakota Utilities Co	Public Safety	\$ 546.57	668 670 1000 2
02/19/2019	821101	Montana Dakota Utilities Co	General	\$ 432.94	902 360 1000 6
02/19/2019	821102	Montana Law Enforcement	Public Safety	\$ 6,000.00	Law Enforcement Officer Basic training
02/19/2019	821103	MT Municipal Interlocal Authority	Property Ins	\$ 46,487.41	February 2019 Deductible Recovery #118001
02/19/2019	821105	Montana State Fireman	Payroll Clearing	\$ 3,929.76	Payroll Summary
02/19/2019	821109	MPPA	Payroll Clearing	\$ 3,360.00	Payroll Summary
02/19/2019	821112	Musol Limited	Wastewater	\$ 4,860.20	MPOX40 TOTE
02/19/2019	821114	Newman Traffic Signs	Street/Traffic Oper	\$ 2,609.22	sign blanks
02/19/2019	821117	NorthWestern Energy	Water	\$ 3,036.03	0100606-3
02/19/2019	821117	NorthWestern Energy	Public Safety	\$ 44.12	0712532-1
02/19/2019	821117	NorthWestern Energy	Transit	\$ 2,784.50	Electricity at Metroplex for 12/27/18 to 01/28/19
02/19/2019	821117	NorthWestern Energy	Wastewater	\$ 210.76	Electricity for EA #3243625-5
02/19/2019	821117	NorthWestern Energy	CDBG	\$ 13.43	FORECLOSURE-30 S Plainview Street
02/19/2019	821117	NorthWestern Energy	Water	\$ 1,831.59	2082903-2; MONTHLY SERVICE FEES FEB 2019
02/19/2019	821117	NorthWestern Energy	General	\$ 22.18	electrical charges for Pioneer Park tennis courts
02/19/2019	821117	NorthWestern Energy	Wastewater	\$ 72,663.74	0100591-7
02/19/2019	821117	NorthWestern Energy	Water	\$ 76,912.73	0100606-3
02/19/2019	821117	NorthWestern Energy	Water	\$ 3,286.80	0723040-2
02/19/2019	821117	NorthWestern Energy	Water	\$ 196.55	1142253-2
02/19/2019	821117	NorthWestern Energy	Water	\$ 42.13	0723059-2
02/19/2019	821117	NorthWestern Energy	Public Safety	\$ 1,271.82	1183483-5
02/19/2019	821117	NorthWestern Energy	Public Safety	\$ 801.29	0871546-8
02/19/2019	821117	NorthWestern Energy	Street/Traffic Oper	\$ 5.85	1242222-6
02/19/2019	821117	NorthWestern Energy	Parks Maintenance	\$ 1.00	1265177-4
02/19/2019	821117	NorthWestern Energy	Street/Traffic Oper	\$ 0.33	1740357-7
02/19/2019	821117	NorthWestern Energy	Parks Maintenance	\$ 6.96	1514388-6
02/19/2019	821117	NorthWestern Energy	Street/Traffic Oper	\$ 0.56	1748896-6
02/19/2019	821117	NorthWestern Energy	Building Inspection	\$ 23.03	1569631-3
02/19/2019	821117	NorthWestern Energy	General	\$ 26.36	1836666-6
02/19/2019	821117	NorthWestern Energy	General	\$ -	0722287-0
02/19/2019	821117	NorthWestern Energy	General	\$ 5.85	1588262-4
02/19/2019	821117	NorthWestern Energy	General	\$ -	0839280-5
02/19/2019	821117	NorthWestern Energy	General	\$ 52.86	1849408-8
02/19/2019	821117	NorthWestern Energy	Water	\$ 6.34	1867265-9
02/19/2019	821117	NorthWestern Energy	General	\$ 41.37	1904944-4
02/19/2019	821117	NorthWestern Energy	General	\$ 48.37	1941243-6
02/19/2019	821117	NorthWestern Energy	Parks Maintenance	\$ 1.00	1948667-9
02/19/2019	821117	NorthWestern Energy	General	\$ 5.85	3178260-0
02/19/2019	821117	NorthWestern Energy	Public Safety	\$ 1,524.81	3448739-7
02/19/2019	821117	NorthWestern Energy	General	\$ -	0793134-8

Check Date	Check#	Name	Fund Name	Amount	Item Desc
02/19/2019	821117	NorthWestern Energy	Parks Maintenance	\$ -	1029192-0
02/19/2019	821117	NorthWestern Energy	Parks Maintenance	\$ -	1045813-1
02/19/2019	821117	NorthWestern Energy	General	\$ -	1191404-1
02/19/2019	821117	NorthWestern Energy	Parks Maintenance	\$ -	2055817-7
02/19/2019	821117	NorthWestern Energy	Street/Traffic Oper	\$ -	3088038-9
02/19/2019	821117	NorthWestern Energy	Street/Traffic Oper	\$ -	3590004-2
02/19/2019	821117	NorthWestern Energy	Water	\$ 2,168.01	0722264-9
02/19/2019	821117	NorthWestern Energy	Street/Traffic Oper	\$ 42.64	1045820-6
02/19/2019	821117	NorthWestern Energy	General	\$ 55.12	0720821-8
02/19/2019	821117	NorthWestern Energy	General	\$ 132.47	0999807-1
02/19/2019	821117	NorthWestern Energy	General	\$ 45.36	0720818-4
02/19/2019	821117	NorthWestern Energy	General	\$ 17.16	0978917-3
02/19/2019	821117	NorthWestern Energy	Transit	\$ 450.60	0719225-5
02/19/2019	821117	NorthWestern Energy	Parks Maintenance	\$ 6.48	0881455-0
02/19/2019	821117	NorthWestern Energy	Wastewater	\$ 1,012.00	0100606-3
02/19/2019	821117	NorthWestern Energy	Public Safety	\$ 250.71	0720817-6
02/19/2019	821117	NorthWestern Energy	General	\$ 217.96	0712536-2
02/19/2019	821117	NorthWestern Energy	Street/Traffic Oper	\$ 7.34	0855404-0
02/19/2019	821117	NorthWestern Energy	General	\$ 47.29	0712387-0
02/19/2019	821117	NorthWestern Energy	General	\$ 41.39	0813489-2
02/19/2019	821119	Ostlund's Fire Protection Inc	Airport	\$ 375.00	Fire Protection Sprinkler System Inspection
02/19/2019	821119	Ostlund's Fire Protection Inc	Gas Tax	\$ 2,205.00	Central Ave - 32nd St West to Shiloh
02/19/2019	821121	Polydyne Inc	Wastewater	\$ 2,975.74	1317058; CHEMICAL
02/19/2019	821121	Polydyne Inc	Wastewater	\$ 2,975.74	1319584; CHEMICAL
02/19/2019	821124	Public Utilities	Airport	\$ 5,019.65	136516
02/19/2019	821124	Public Utilities	Wastewater	\$ 9.45	180645
02/19/2019	821124	Public Utilities	Facilities Mngmt	\$ 473.65	158260
02/19/2019	821134	Springsted	SID Fund	\$ 677.66	1061.999-42 Arbitrage Sept 2013 - 2018
02/19/2019	821134	Springsted	SID Fund	\$ 1,274.63	1061.999-42 Arbitrage Sept 2013 - 2018
02/19/2019	821134	Springsted	SID Fund	\$ 230.73	1061.999-42 Arbitrage Sept 2013 - 2018
02/19/2019	821134	Springsted	SID Fund	\$ 916.98	1061.999-42 Arbitrage Sept 2013 - 2018
02/19/2019	821134	Springsted	Storm Sewer Debt Svc	\$ 3,100.00	1061.999-43 Arbitrage November 2013 - 2018
02/19/2019	821135	St Vincent Occupational Health	General	\$ 2,620.00	Drug Testing, On-Site Nursing, DOT physicals
02/19/2019	821135	St Vincent Occupational Health	Street/Traffic Oper	\$ 190.00	Drug Testing, On-Site Nursing, DOT physicals
02/19/2019	821135	St Vincent Occupational Health	Wastewater	\$ 95.00	Drug Testing, On-Site Nursing, DOT physicals
02/19/2019	821135	St Vincent Occupational Health	Solid Waste	\$ 570.00	Drug Testing, On-Site Nursing, DOT physicals
02/19/2019	821135	St Vincent Occupational Health	Airport	\$ 50.00	Drug Testing, On-Site Nursing, DOT physicals
02/19/2019	821135	St Vincent Occupational Health	Transit	\$ 380.00	Drug Testing, On-Site Nursing, DOT physicals
02/19/2019	821135	St Vincent Occupational Health	City Health Ins Fund	\$ 495.00	Drug Testing, On-Site Nursing, DOT physicals
02/19/2019	821137	Steiner Thuesen PLLC	Rose Park Pool Construction	\$ 43,185.20	Centennial Park development
02/19/2019	821139	Sutphen Corp	Public Safety	\$ 2,698.83	40032055

Check Date	Check#	Name	Fund Name	Amount	Item Desc
02/19/2019	821139	Sutphen Corp	Public Safety	\$ 293.66	40032055
02/19/2019	821139	Sutphen Corp	Public Safety	\$ 211.90	40032234
02/19/2019	821139	Sutphen Corp	Public Safety	\$ 12.43	40032234
02/19/2019	821143	Tire-Rama	Solid Waste	\$ 355.16	Tire repair for Landfill Equipment
02/19/2019	821143	Tire-Rama	Solid Waste	\$ 3,643.00	Recapped Tires for garbage trucks
02/19/2019	821143	Tire-Rama	Solid Waste	\$ 2,431.50	Recapped tires for garbage trucks
02/19/2019	821143	Tire-Rama	Solid Waste	\$ 1,972.50	Recapped Tires for the garbage trucks
02/19/2019	821143	Tire-Rama	Solid Waste	\$ 2,068.00	Slime for tires 1050316103
02/19/2019	821143	Tire-Rama	Transit	\$ 364.60	1050316608
02/19/2019	821143	Tire-Rama	Street/Traffic Oper	\$ 199.47	1050316611
02/19/2019	821144	Titan Machinery Inc	Street/Traffic Oper	\$ 2,575.00	11825324
02/19/2019	821144	Titan Machinery Inc	Street/Traffic Oper	\$ 2,488.65	11917328
02/19/2019	821144	Titan Machinery Inc	Street/Traffic Oper	\$ 318.68	11963784
02/19/2019	821144	Titan Machinery Inc	Street/Traffic Oper	\$ 512.36	11921386
02/19/2019	821144	Titan Machinery Inc	Street/Traffic Oper	\$ 436.68	11917331
02/19/2019	821144	Titan Machinery Inc	Street/Traffic Oper	\$ 215.30	11963784
02/19/2019	821144	Titan Machinery Inc	Street/Traffic Oper	\$ 1,810.00	11994643
02/19/2019	821147	Town & Country Supply	Wastewater	\$ 173.45	STAND BY PUMP WWTP
02/19/2019	821147	Town & Country Supply	Wastewater	\$ 330.68	NONSTOCKING ITEMS-P.U.D.
02/19/2019	821147	Town & Country Supply	Airport	\$ 8,182.80	Invoice #314365. Diesel for Operations
02/19/2019	821147	Town & Country Supply	Airport	\$ 15,763.57	Invoice #314534. QTA Car Fuel
02/19/2019	821148	Tractor & Equipment Co.	Solid Waste	\$ 1,018.75	Manlift Rental for the Landfill 12773201
02/19/2019	821148	Tractor & Equipment Co.	Solid Waste	\$ 836.00	Parts for Landfill Equipment BLCS0695632
02/19/2019	821148	Tractor & Equipment Co.	Solid Waste	\$ 941.85	Parts for Landfill Equipment BLCS0695733
02/19/2019	821148	Tractor & Equipment Co.	Solid Waste	\$ 1,439.88	Parts for Landfill Equipment BLCS0696339
02/19/2019	821148	Tractor & Equipment Co.	Solid Waste	\$ 2,202.14	Parts for Landfill Equipment BLCS0696468
02/19/2019	821148	Tractor & Equipment Co.	Solid Waste	\$ 756.94	Parts for Landfill Equipment BLCS0697597
02/19/2019	821148	Tractor & Equipment Co.	Solid Waste	\$ 472.96	Parts for Landfill Equipment BLCS0698238
02/19/2019	821151	Tristan Sophia PSYD	Public Safety	\$ 350.00	2 officers return to duty evals
02/19/2019	821151	Tristan Sophia PSYD	Public Safety	\$ 2,750.00	5 Pre- Employment psych evals
02/19/2019	821158	Van Arsdale Construction	CDBG	\$ 44,104.50	215 19th Street West rehab
02/19/2019	821165	Yellowstone County	Public Safety	\$ 9,900.00	Jail boarders, 1/1/19-1/31/19
02/19/2019	821167	Yellowstone County GIS	Information Resources	\$ 8,750.00	Yellowstone County GIS/MOU Agreement 3rd quarter
02/19/2019	821168	Zayo Group LLC	Telephone System	\$ 2,562.12	Bill Account #026770-T1 Ethernet Connections

**Regular City Council Meeting**

**Meeting Date:** 03/25/2019

**TITLE:** Payment of Claims February 25, 2019

**PRESENTED BY:** Andy Zoeller

**Department:** City Hall Administration

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$3,105,688.83 have been audited and are presented for City Council payment approval. A complete listing of the claims dated February 25, 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**

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**Attachments**

Councilmemo\_022519

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Check Date	Check#	Name	Fund Name	Amount	Item Desc
02/25/2019	821171	A & E Architects, PC	Tax Increment South	\$ 48,918.88	South Billings Recreation Center study
02/25/2019	821178	Askin Construction	Gas Tax	\$ 54,288.87	WO 18-10 Poet Streets - Overlay & Curb/7
02/25/2019	821180	Avery Dennison Corp	Street/Traffic Oper	\$ 431.20	magenta, cyan, and red ink cartridge for sign machine
02/25/2019	821180	Avery Dennison Corp	Street/Traffic Oper	\$ 1,960.20	white sheeting and anit graffiti
02/25/2019	821180	Avery Dennison Corp	Street/Traffic Oper	\$ 330.40	black and green ink cartridge for sign machine
02/25/2019	821180	Avery Dennison Corp	Street/Traffic Oper	\$ 801.00	white sheeting for sign machine
02/25/2019	821193	Border States Electric	Water	\$ 103.40	HPS LAMP LU70/MED CLR - B17MED
02/25/2019	821193	Border States Electric	Water	\$ 130.85	916881861; HIGH SERVICE LIGHT PROJECT
02/25/2019	821193	Border States Electric	Water	\$ 81.18	916882019; RELAYS FOR STAPLES VALVE ACTUATOR
02/25/2019	821193	Border States Electric	Wastewater	\$ 90.51	916900148; GT NIGHT LIGHT BYPASS SWITCH
02/25/2019	821193	Border States Electric	Water	\$ 81.18	916901654; STAPLES VALVE PROJECT
02/25/2019	821193	Border States Electric	Water	\$ 178.52	916901821; PILOT LIGHTS FOR STAPLES VALVE ACTUATOR
02/25/2019	821193	Border States Electric	Water	\$ 52.35	916901824; HIGH SERVICE LIGHT PROJECT
02/25/2019	821193	Border States Electric	Water	\$ 133.40	916902001; STAPLES VALVE ACTUATOR INSTALL
02/25/2019	821193	Border States Electric	Wastewater	\$ 3.72	916911082; OUTLET COVER FOR DRYER AT WRF
02/25/2019	821193	Border States Electric	Wastewater	\$ 105.42	916920997; REPLACEMENT LENSES WRF ADMIN BUILDING
02/25/2019	821193	Border States Electric	Wastewater	\$ 118.84	916949396; CARBON FOOTPRINT PROJECT WRF
02/25/2019	821193	Border States Electric	Wastewater	\$ 168.40	916994040; VFD'S IN SECONDARY DIGESTER
02/25/2019	821193	Border States Electric	Water	\$ 1,071.12	916994491; HIGH SERVICE INDICATION LIGHTS
02/25/2019	821193	Border States Electric	Water	\$ 10.20	917003106; WALL PLATES & MOUNTING PARTS
02/25/2019	821193	Border States Electric	Water	\$ 572.80	917031414; PUSH BUTTON SWITCHES FOR HIGH SERVICE
02/25/2019	821193	Border States Electric	Water	\$ 163.44	4' FLUOR LAMP #F32T8/SP41 - GE RS (F32T8/SP41 OSRA)
02/25/2019	821193	Border States Electric	Water	\$ 75.43	3/4" CONDUIT EMT - THINWALL P/N: 167250
02/25/2019	821194	Bozeman Police Dept	Police Programs	\$ 70.00	Travel & Training.
02/25/2019	821194	Bozeman Police Dept	Police Programs	\$ 1,282.35	FRED Hardware Extended Maintenance.
02/25/2019	821194	Bozeman Police Dept	Police Programs	\$ 4,485.06	Travel and Training.
02/25/2019	821195	Brenntag Pacific Inc	Wastewater	\$ 2,919.00	ALUMINUM SULFATE
02/25/2019	821195	Brenntag Pacific Inc	Street/Traffic Oper	\$ 6,268.30	hicothaw liquid used to melt snow on streets
02/25/2019	821195	Brenntag Pacific Inc	Street/Traffic Oper	\$ 6,461.94	hicothaw used to melt snow on streets
02/25/2019	821195	Brenntag Pacific Inc	Street/Traffic Oper	\$ 6,316.24	hicothaw liquid deicer used to melt snow on streets
02/25/2019	821197	Business Tax Section	CDBG	\$ 91.60	Business Tax for 215 19th St West rehab
02/25/2019	821197	Business Tax Section	Wastewater	\$ 9,828.27	WO 14-11 Water Reclamation Facility Nutrient Upgrade CO #7; 21
02/25/2019	821197	Business Tax Section	Library	\$ 9.61	Pierce Flooring project - 1% Gross Receipts Tax
02/25/2019	821197	Business Tax Section	Street/Traffic Oper	\$ 67.50	Rimrock Road Patch
02/25/2019	821197	Business Tax Section	Water	\$ 7,368.18	WO 1716 Fox Pump Station Improvements;4 WO1716 COP
02/25/2019	821197	Business Tax Section	Gas Tax	\$ 548.37	WO 18-10 Poet Streets - Overlay & Curb/7
02/25/2019	821199	Cellebrite USA Corp	Police Programs	\$ 3,850.00	Quote # Q-66615-1. Campbell training and certification.
02/25/2019	821201	Century Link	EOC 911	\$ 45.65	406-245-3107 911
02/25/2019	821201	Century Link	EOC 911	\$ 45.97	406-245-2296 911
02/25/2019	821201	Century Link	General	\$ 46.71	4062489851-feb19 phone line at Rose pool
02/25/2019	821201	Century Link	EOC 911	\$ 45.65	406-245-3108 911

Check Date	Check#	Name	Fund Name	Amount	Item Desc
02/25/2019	821201	Century Link	Water	\$ 39.44	406-245-3659 PUD Alarm Water Tower
02/25/2019	821201	Century Link	Airport	\$ 45.66	406-245-5834 Airport Alarm
02/25/2019	821201	Century Link	Public Safety	\$ 119.32	406-245-7469 Fire
02/25/2019	821201	Century Link	Public Safety	\$ 45.66	406-245-7481 Police
02/25/2019	821201	Century Link	Telephone System	\$ 228.20	406-248-3049 Main System T1 City/County Tie
02/25/2019	821201	Century Link	Radio	\$ 311.26	406-248-3635 Fire Airport Radio Tower WCK
02/25/2019	821201	Century Link	Radio	\$ 311.26	406-248-3636 Fire Airport Radio Tower Jellison
02/25/2019	821201	Century Link	Parking	\$ 49.42	406-252-2041 Park 2 Elevator Phone
02/25/2019	821201	Century Link	Fleet	\$ 56.16	406-256-5047 Motor Pool
02/25/2019	821201	Century Link	Airport	\$ 55.25	406-256-7070 Airport
02/25/2019	821201	Century Link	Wastewater	\$ 39.05	406-259-2328 PUD Sahara Sand Lift Station
02/25/2019	821201	Century Link	Street/Traffic Oper	\$ 50.82	406-259-3298 PW Traffic 3728 McDougall
02/25/2019	821201	Century Link	Engineering	\$ 105.58	406-259-7758 Measured Lines Depot
02/25/2019	821201	Century Link	P.W. Admin	\$ 70.40	406-259-7758 Measured Lines Depot
02/25/2019	821201	Century Link	Public Safety	\$ 118.32	406-373-3742 Fire RR Crossing Alarm
02/25/2019	821201	Century Link	Public Safety	\$ 49.42	406-651-0282 Fire 5 911 Line
02/25/2019	821201	Century Link	City County Planning	\$ 39.05	406-656-9578 Planning Traffic Central Broadwater
02/25/2019	821201	Century Link	City County Planning	\$ 39.05	406-656-9604 Planning Traffic Central 9th
02/25/2019	821201	Century Link	Airport	\$ 59.36	406-256-6014 Airport P9 Building
02/25/2019	821201	Century Link	Airport	\$ 59.36	406-252-0721 Airport 1FB Line
02/25/2019	821201	Century Link	EOC 911	\$ 311.26	406-245-7101 9-1-1 Center Landfill #2
02/25/2019	821201	Century Link	EOC 911	\$ 311.26	406-245-7102 9-1-1 Center Fox Reservoir #2
02/25/2019	821201	Century Link	Solid Waste	\$ 50.82	406-256-7001 Solid Waste Scale House
02/25/2019	821201	Century Link	EOC 911	\$ 419.63	406-245-8527 New 9-1-1 Center
02/25/2019	821201	Century Link	Library	\$ 182.86	Library 6 lines
02/25/2019	821201	Century Link	Telephone System	\$ 60.96	Library 6 lines
02/25/2019	821205	Cine Billings	General	\$ 132,126.23	Art House Cinema and Pub Expenses January 1 - December 19, 2018
02/25/2019	821207	Cop Construction Co	Water	\$ 729,449.32	WO 17-16 Fox Pump Station Improvements;4 WO1716 COP
02/25/2019	821207	Cop Construction Co	Street/Traffic Oper	\$ 6,682.50	Rimrock Road Patch
02/25/2019	821208	Crescent Electric	Street/Traffic Oper	\$ 4,896.00	S506081622.001 PO NUM 307649
02/25/2019	821208	Crescent Electric	Street/Traffic Oper	\$ 880.00	STREET LIGHTS PO NUM 307652
02/25/2019	821208	Crescent Electric	Street/Traffic Oper	\$ 1,020.00	STREET LIGHTS PO NUM 307651
02/25/2019	821208	Crescent Electric	Street/Traffic Oper	\$ 2,280.00	S506081644.001 PO NUM 307650
02/25/2019	821209	Crowley Fleck PLLP	General	\$ 6,000.00	Lobbyist Fee Inv. #870967
02/25/2019	821214	DC Frost Associates	Water	\$ 3,533.59	UV BALLASTS - (917341-100)
02/25/2019	821216	Dixie Petro-Chem	Water	\$ 1,856.00	Bulk Chlorine
02/25/2019	821216	Dixie Petro-Chem	Water	\$ 1,856.00	Bulk Chlorine
02/25/2019	821217	DOWL	Arterial Streets	\$ 2,635.00	24th St W/Central Ave Signal Improvements
02/25/2019	821217	DOWL	Water	\$ 2,970.00	WO 18-01 2018 Water & Sewer Sch 1 N 27th Watermain
02/25/2019	821217	DOWL	Arterial Streets	\$ 6,470.45	WO 16-05 Central Ave - Shiloh to 32nd St W; Pmt 32
02/25/2019	821217	DOWL	Storm Sewer	\$ 21,096.25	WO 18-30 City County Drain Flood Mitigation; 4036.21707.01-7

Check Date	Check#	Name	Fund Name	Amount	Item Desc
02/25/2019	821217	DOWL	Water	\$ 752.91	WO 16-05 Central Ave - Shiloh to 32nd St W; Pmt 32
02/25/2019	821217	DOWL	Wastewater	\$ 930.02	WO 16-05 Central Ave - Shiloh to 32nd St W; Pmt 32
02/25/2019	821217	DOWL	Sidewalk Construction	\$ 609.64	WO 16-05 Central Ave - Shiloh to 32nd St W; Pmt 32
02/25/2019	821217	DOWL	Gas Tax	\$ 2,046.88	WO 16-05 Central Ave - Shiloh to 32nd St W; Pmt 32
02/25/2019	821220	Ebms	City Health Ins Fund	\$ 1,430.00	March 2019 Fee Breakdown
02/25/2019	821220	Ebms	City Health Ins Fund	\$ 27,095.15	March 2019 Fee Breakdown
02/25/2019	821220	Ebms	City Health Ins Fund	\$ 53,258.55	March 2019 Fee Breakdown
02/25/2019	821220	Ebms	City Health Ins Fund	\$ 980.00	March 2019 Fee Breakdown
02/25/2019	821220	Ebms	City Health Ins Fund	\$ 3,081.00	March 2019 Fee Breakdown
02/25/2019	821220	Ebms	City Health Ins Fund	\$ 4,606.00	March 2019 Fee Breakdown
02/25/2019	821222	Ecoverse Industries	Solid Waste	\$ 13,885.10	Parts for the Grinder at the Landfill 72372
02/25/2019	821230	Graybar Electric	Water	\$ 5,906.80	WTP PLANT LIGHTS
02/25/2019	821230	Graybar Electric	Water	\$ 191.75	IRONWOOD UPGRAGE TO LED
02/25/2019	821247	Ingram Library Services	Library	\$ 31.16	38608786
02/25/2019	821247	Ingram Library Services	Library	\$ 57.04	38608786
02/25/2019	821247	Ingram Library Services	Library	\$ 307.08	38222116
02/25/2019	821247	Ingram Library Services	Library	\$ 1,521.36	38222116
02/25/2019	821247	Ingram Library Services	Library	\$ 24.29	38222116
02/25/2019	821247	Ingram Library Services	Library	\$ 232.04	38222116
02/25/2019	821247	Ingram Library Services	Library	\$ 696.28	38222116
02/25/2019	821247	Ingram Library Services	Library	\$ 17.70	38222116
02/25/2019	821247	Ingram Library Services	Library	\$ 16.80	38585856
02/25/2019	821247	Ingram Library Services	Library	\$ 15.92	38343358
02/25/2019	821247	Ingram Library Services	Library	\$ 32.44	38343358
02/25/2019	821247	Ingram Library Services	Library	\$ 31.86	38585855
02/25/2019	821247	Ingram Library Services	Library	\$ 67.98	38658558
02/25/2019	821247	Ingram Library Services	Library	\$ 26.70	38658559
02/25/2019	821247	Ingram Library Services	Library	\$ 14.72	38658557
02/25/2019	821247	Ingram Library Services	Library	\$ 50.99	38658557
02/25/2019	821247	Ingram Library Services	Library	\$ 236.64	38585860
02/25/2019	821247	Ingram Library Services	Library	\$ 9.57	38585858
02/25/2019	821247	Ingram Library Services	Library	\$ 38.97	38585859
02/25/2019	821247	Ingram Library Services	Library	\$ 505.03	38585859
02/25/2019	821247	Ingram Library Services	Library	\$ 104.50	38585859
02/25/2019	821247	Ingram Library Services	Library	\$ 157.09	38585859
02/25/2019	821247	Ingram Library Services	Library	\$ 534.95	38585859
02/25/2019	821247	Ingram Library Services	Library	\$ 20.35	38585857
02/25/2019	821247	Ingram Library Services	Library	\$ 17.06	38585857
02/25/2019	821247	Ingram Library Services	Library	\$ 15.92	38585857
02/25/2019	821247	Ingram Library Services	Library	\$ 33.04	38765786
02/25/2019	821247	Ingram Library Services	Library	\$ 16.51	38765785

Check Date	Check#	Name	Fund Name	Amount	Item Desc
02/25/2019	821247	Ingram Library Services	Library	\$ 14.97	38765785
02/25/2019	821247	Ingram Library Services	Library	\$ 19.79	38765785
02/25/2019	821247	Ingram Library Services	Library	\$ 16.52	38765787
02/25/2019	821247	Ingram Library Services	Library	\$ 11.80	38765788
02/25/2019	821247	Ingram Library Services	Library	\$ 193.23	38765790
02/25/2019	821247	Ingram Library Services	Library	\$ 330.88	38765790
02/25/2019	821247	Ingram Library Services	Library	\$ 588.01	38765790
02/25/2019	821247	Ingram Library Services	Library	\$ 22.00	38765784
02/25/2019	821247	Ingram Library Services	Library	\$ 16.80	38765784
02/25/2019	821247	Ingram Library Services	Library	\$ 74.22	38765783
02/25/2019	821247	Ingram Library Services	Library	\$ 10.02	38765783
02/25/2019	821247	Ingram Library Services	Library	\$ 14.74	38765781
02/25/2019	821247	Ingram Library Services	Library	\$ 22.74	38765781
02/25/2019	821247	Ingram Library Services	Library	\$ 47.50	38765781
02/25/2019	821247	Ingram Library Services	Library	\$ 17.70	38765779
02/25/2019	821247	Ingram Library Services	Library	\$ 14.75	38765780
02/25/2019	821247	Ingram Library Services	Library	\$ 35.70	38765789
02/25/2019	821247	Ingram Library Services	Library	\$ 15.90	38765791
02/25/2019	821247	Ingram Library Services	Library	\$ 10.02	38765782
02/25/2019	821247	Ingram Library Services	Library	\$ 174.57	38765778
02/25/2019	821247	Ingram Library Services	Library	\$ 46.94	38765778
02/25/2019	821247	Ingram Library Services	Library	\$ 48.56	38681848
02/25/2019	821247	Ingram Library Services	Library	\$ 32.93	38681848
02/25/2019	821247	Ingram Library Services	Library	\$ 18.40	38681846
02/25/2019	821247	Ingram Library Services	Library	\$ 9.19	38681845
02/25/2019	821247	Ingram Library Services	Library	\$ 25.76	38681847
02/25/2019	821247	Ingram Library Services	Library	\$ 30.56	38681847
02/25/2019	821247	Ingram Library Services	Library	\$ 21.89	38681847
02/25/2019	821247	Ingram Library Services	Library	\$ 11.98	38681847
02/25/2019	821247	Ingram Library Services	Library	\$ 39.02	38681847
02/25/2019	821247	Ingram Library Services	Library	\$ 8.99	38671327
02/25/2019	821247	Ingram Library Services	Library	\$ 57.94	38658563
02/25/2019	821247	Ingram Library Services	Library	\$ 14.72	38658562
02/25/2019	821247	Ingram Library Services	Library	\$ 331.46	38658561
02/25/2019	821247	Ingram Library Services	Library	\$ 52.74	38658561
02/25/2019	821247	Ingram Library Services	Library	\$ 352.27	38658561
02/25/2019	821247	Ingram Library Services	Library	\$ 314.93	38658561
02/25/2019	821247	Ingram Library Services	Library	\$ 15.92	38658560
02/25/2019	821247	Ingram Library Services	Library	\$ 7.79	38658560
02/25/2019	821249	Interstate Power Systems	Solid Waste	\$ 4,156.78	PARTS/LABOR FOR UNIT 0252 R007046001:01
02/25/2019	821252	Jim & Tracys Alignment	Transit	\$ 2,707.16	59239

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02/25/2019	821259	Knife River	Street/Traffic Oper	\$ 5,974.90	salt/sand mixture
02/25/2019	821259	Knife River	Street/Traffic Oper	\$ 1,286.90	1 1/2" crushed base
02/25/2019	821259	Knife River	Street/Traffic Oper	\$ 1,091.30	1 1/2" crushed base and 6"+ boulders
02/25/2019	821259	Knife River	Street/Traffic Oper	\$ 256.63	6"+ boulders for grand peaks ponds
02/25/2019	821260	Logos Imaging LLC	Police Programs	\$ 3,593.10	Quote #5547. Image plate - 8 x 17 Kit - Logos.
02/25/2019	821265	Miller Trois LLC	General	\$ 2,010.00	119-017154 Miller Trois LLC
02/25/2019	821265	Miller Trois LLC	Building Inspection	\$ 6,458.00	119-017154 Miller Trois LLC
02/25/2019	821265	Miller Trois LLC	City County Planning	\$ 4,302.00	119-017154 Miller Trois LLC
02/25/2019	821265	Miller Trois LLC	CDBG	\$ 5,024.00	119-017154 Miller Trois LLC
02/25/2019	821266	Missoula Police Dept	Police Programs	\$ 700.58	Overtime.
02/25/2019	821266	Missoula Police Dept	Police Programs	\$ 24,020.55	Personnel & Fringe.
02/25/2019	821266	Missoula Police Dept	Police Programs	\$ 1,802.13	Travel & Training.
02/25/2019	821267	Montana Dakota Utilities	Airport	\$ 224.84	160 723 3573 6. USDA. February 2019
02/25/2019	821267	Montana Dakota Utilities	Airport	\$ 317.21	283 116 0655 3. Alpine. February 2019
02/25/2019	821267	Montana Dakota Utilities	Airport	\$ 686.81	129 573 1000 1. Mud Wash. February 2019
02/25/2019	821267	Montana Dakota Utilities	Airport	\$ 1,616.12	889 373 1000 6. Car Wash. February 2019
02/25/2019	821267	Montana Dakota Utilities	Airport	\$ 193.61	229 573 1000 0. Detail Bay 1 Hertz. February 2019
02/25/2019	821267	Montana Dakota Utilities	Airport	\$ 187.73	629 573 1000 6. Detail Bay 2 National/Alamo. February 2019
02/25/2019	821267	Montana Dakota Utilities	Airport	\$ 175.96	329 573 1000 9. Detail Bay 3 Enterprise. February 2019
02/25/2019	821267	Montana Dakota Utilities	Airport	\$ 198.32	429 573 1000 8. Detail Bay 4 Avis/Budget. February 2019
02/25/2019	821267	Montana Dakota Utilities	Airport	\$ 45.31	529 573 1000 7. Detail Bay 5 Thrifty/Dollar. February 2019
02/25/2019	821267	Montana Dakota Utilities	Airport	\$ 260.72	295 580 1000 4. Aero Interiors. February 2019
02/25/2019	821267	Montana Dakota Utilities	Airport	\$ 423.14	185 580 1000 7. TSA Building. February 2019
02/25/2019	821268	Montana Dakota Utilities	Public Safety	\$ 15.89	062 907 9494 7
02/25/2019	821268	Montana Dakota Utilities	Airport	\$ 1,882.07	285 580 1000 6
02/25/2019	821268	Montana Dakota Utilities	Water	\$ 134.18	373 580 1000 9
02/25/2019	821268	Montana Dakota Utilities	Public Safety	\$ 926.22	169 233 1000 3
02/25/2019	821268	Montana Dakota Utilities	Engineering	\$ 268.48	595 373 1000 1
02/25/2019	821268	Montana Dakota Utilities	P.W. Admin	\$ 67.13	595 373 1000 1
02/25/2019	821268	Montana Dakota Utilities	Public Safety	\$ 679.18	533 653 1000 1
02/25/2019	821268	Montana Dakota Utilities	Water	\$ 31.78	921 580 1000 6
02/25/2019	821268	Montana Dakota Utilities	Public Safety	\$ 126.59	514 117 0478 9
02/25/2019	821268	Montana Dakota Utilities	General	\$ 505.84	437 780 1000 9
02/25/2019	821268	Montana Dakota Utilities	Airport	\$ 1,397.72	706 580 1000 7
02/25/2019	821268	Montana Dakota Utilities	Wastewater	\$ 32.39	596 733 1000 5
02/25/2019	821268	Montana Dakota Utilities	Parking	\$ 151.25	303 725 2591 2
02/25/2019	821268	Montana Dakota Utilities	Wastewater	\$ 4,924.27	293 780 1000 2
02/25/2019	821268	Montana Dakota Utilities	Airport	\$ 8,286.27	595 580 1000 1
02/25/2019	821268	Montana Dakota Utilities	Water	\$ 127.12	541 380 1000 1
02/25/2019	821268	Montana Dakota Utilities	Wastewater	\$ 9,848.54	293 780 1000 2
02/25/2019	821268	Montana Dakota Utilities	Wastewater	\$ 4,924.27	293 780 1000 2

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02/25/2019	821268	Montana Dakota Utilities	General	\$ 140.06	501 473 1000 2
02/25/2019	821268	Montana Dakota Utilities	Library	\$ 2,915.89	219 924 4851 0
02/25/2019	821268	Montana Dakota Utilities	Water	\$ 134.17	373 580 1000 9
02/25/2019	821268	Montana Dakota Utilities	Parking	\$ 15.89	717 353 1000 6
02/25/2019	821268	Montana Dakota Utilities	Wastewater	\$ 32.96	735 453 1000 2
02/25/2019	821268	Montana Dakota Utilities	Parking	\$ 78.56	799 152 1209 0
02/25/2019	821268	Montana Dakota Utilities	Public Safety	\$ 1,090.71	885 880 1000 4
02/25/2019	821268	Montana Dakota Utilities	Facilities Mngmt	\$ 2,989.04	929 780 1000 4
02/25/2019	821268	Montana Dakota Utilities	Transit	\$ 2,875.47	962 880 1000 0
02/25/2019	821272	Morrison Maierle Inc	Airport	\$ 25,532.99	Terminal Building Expansion - Final Design Phase- Local Share
02/25/2019	821272	Morrison Maierle Inc	Airport	\$ 146,290.61	Terminal Building Expansion - Final Design Phase- Federal Share
02/25/2019	821273	MT Waterworks	Water	\$ 46.25	BLACK NIPPLE 1-1/4" X 3-1/2" P/N: 114312BN
02/25/2019	821273	MT Waterworks	Water	\$ 6,624.00	P/N: 8914653
02/25/2019	821273	MT Waterworks	Water	\$ 75.50	BLACK NIPPLE 1-1/4" X 6" P/N: 1146BN
02/25/2019	821273	MT Waterworks	Water	\$ 1,121.14	6" WATEROUS HYDRANT EXTENSION P/N: K5626
02/25/2019	821273	MT Waterworks	Water	\$ 115.20	BLACK NIPPLE 1-1/4" X 12" P/N: 1NB0719
02/25/2019	821273	MT Waterworks	Water	\$ 86.00	BLACK COUPLING 1-1/4" MERCHANT P/N: 65776
02/25/2019	821275	Napa Auto Parts	Public Safety	\$ 7.78	75414
02/25/2019	821275	Napa Auto Parts	Transit	\$ (54.00)	3977-00-084375
02/25/2019	821275	Napa Auto Parts	Street/Traffic Oper	\$ 24.08	74887
02/25/2019	821275	Napa Auto Parts	Fleet	\$ 2.48	77749 PO NUM 307618
02/25/2019	821275	Napa Auto Parts	Transit	\$ 86.98	3977-00-084364
02/25/2019	821275	Napa Auto Parts	Transit	\$ 233.44	3977-00-084341
02/25/2019	821275	Napa Auto Parts	Public Safety	\$ 74.00	74752
02/25/2019	821275	Napa Auto Parts	Fleet	\$ 4.69	77745 PO NUM 307618
02/25/2019	821275	Napa Auto Parts	Street/Traffic Oper	\$ 28.64	74698
02/25/2019	821275	Napa Auto Parts	Fleet	\$ 217.72	75756 PO NUM 307618
02/25/2019	821275	Napa Auto Parts	Street/Traffic Oper	\$ 16.80	75524
02/25/2019	821275	Napa Auto Parts	Transit	\$ 37.02	3977-00-084431
02/25/2019	821275	Napa Auto Parts	Public Safety	\$ 566.26	75536
02/25/2019	821275	Napa Auto Parts	Transit	\$ 44.80	3977-00-084341 PO NUM 307644
02/25/2019	821275	Napa Auto Parts	Street/Traffic Oper	\$ 23.53	75749
02/25/2019	821275	Napa Auto Parts	Fleet	\$ 141.80	75756
02/25/2019	821275	Napa Auto Parts	General	\$ 295.65	75770
02/25/2019	821275	Napa Auto Parts	General	\$ 26.49	75825
02/25/2019	821275	Napa Auto Parts	General	\$ 52.37	75774
02/25/2019	821275	Napa Auto Parts	Transit	\$ 197.60	3977-00-082629
02/25/2019	821275	Napa Auto Parts	Transit	\$ 12.42	3977-00-083382
02/25/2019	821275	Napa Auto Parts	Street/Traffic Oper	\$ 16.30	74644
02/25/2019	821275	Napa Auto Parts	Fleet	\$ 10.76	74780 PO NUM 307618
02/25/2019	821275	Napa Auto Parts	Transit	\$ 573.48	3977-00-082629

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02/25/2019	821275	Napa Auto Parts	Transit	\$ 47.64	3977-00-083206
02/25/2019	821275	Napa Auto Parts	Street/Traffic Oper	\$ 102.68	76264
02/25/2019	821275	Napa Auto Parts	Street/Traffic Oper	\$ 10.06	76523
02/25/2019	821275	Napa Auto Parts	Street/Traffic Oper	\$ 20.75	76596
02/25/2019	821275	Napa Auto Parts	Solid Waste	\$ 5.60	76643
02/25/2019	821275	Napa Auto Parts	Street/Traffic Oper	\$ 38.08	77485
02/25/2019	821275	Napa Auto Parts	Public Safety	\$ 376.08	76686
02/25/2019	821275	Napa Auto Parts	Street/Traffic Oper	\$ 33.60	76080
02/25/2019	821275	Napa Auto Parts	Street/Traffic Oper	\$ 16.80	76189
02/25/2019	821275	Napa Auto Parts	Facilities Mngmt	\$ 2.96	76016
02/25/2019	821275	Napa Auto Parts	General	\$ (38.35)	75919
02/25/2019	821275	Napa Auto Parts	Public Safety	\$ 108.08	75867
02/25/2019	821275	Napa Auto Parts	Fleet	\$ 113.72	77673
02/25/2019	821275	Napa Auto Parts	Fleet	\$ 13.98	77745
02/25/2019	821278	Northwest Pipe Fittings	Water	\$ 13,745.00	5/8 X 3/4 E-CODER WALL CU/FT METER L
02/25/2019	821278	Northwest Pipe Fittings	Water	\$ 1,115.50	5/8" T-10 MEASURING CHAMBER P/N: 2032551
02/25/2019	821278	Northwest Pipe Fittings	Water	\$ 164.16	1-1/2" CC X FLARE BALL CORP P/N: 2113266
02/25/2019	821278	Northwest Pipe Fittings	Wastewater	\$ 30.10	185721; PVC SCH80 THREAD FLANGE
02/25/2019	821278	Northwest Pipe Fittings	Water	\$ 18.72	186432; ADAPTER WTP CHEM BUILDING FERRION SYSTEM
02/25/2019	821278	Northwest Pipe Fittings	Water	\$ 37.60	186459; BUSHING CHEM BUILDING FERRICA SYSTEM
02/25/2019	821278	Northwest Pipe Fittings	Wastewater	\$ 13.40	188683; 2ND POLY SYS. TXT UNION MXF BUSHING
02/25/2019	821278	Northwest Pipe Fittings	Water	\$ 28.20	190176; MATERIALS TURBIDITY METER
02/25/2019	821278	Northwest Pipe Fittings	Wastewater	\$ 638.24	190556; FOR SECONDARY POLY SYSTEM
02/25/2019	821278	Northwest Pipe Fittings	Fleet	\$ 3.30	193587
02/25/2019	821278	Northwest Pipe Fittings	Wastewater	\$ 7.52	193700-1; SADDLE, BUSHING, VALVE GREASE BUILDING
02/25/2019	821278	Northwest Pipe Fittings	Wastewater	\$ 236.43	193700-2; TSP 1,2,3
02/25/2019	821278	Northwest Pipe Fittings	Wastewater	\$ 789.19	193700; TSP #1
02/25/2019	821278	Northwest Pipe Fittings	Wastewater	\$ 170.64	196055; PARTS FOR PUMPS IN TUNNEL
02/25/2019	821278	Northwest Pipe Fittings	Water	\$ 60.00	196752; PVC TXT UNION
02/25/2019	821278	Northwest Pipe Fittings	Wastewater	\$ 142.64	197221;PVC MATERIAL FOR ALUM LINES & INVENTORY
02/25/2019	821278	Northwest Pipe Fittings	Water	\$ 10.72	197374; LIQ FILLED GAUGE STAPLES PUMPS
02/25/2019	821278	Northwest Pipe Fittings	Water	\$ 99.84	1" PVC SCH 80 TXT BALL VALVE P/N: 0867956
02/25/2019	821278	Northwest Pipe Fittings	Water	\$ 895.50	3/4" T-10 MEASURING CHAMBER P/N: 2032926
02/25/2019	821278	Northwest Pipe Fittings	Water	\$ 16.50	5/8" T-10 BOTTOM CAP GASKET P/N: 2031879
02/25/2019	821278	Northwest Pipe Fittings	Water	\$ 1,560.00	24" BELL JOINT CLAMP SMITH BLAIR (274-40002580-000) P/N:
02/25/2019	821278	Northwest Pipe Fittings	Water	\$ (39.15)	CREDIT
02/25/2019	821278	Northwest Pipe Fittings	Water	\$ 16,660.00	R-900 ENHANCED WALL RR - MIU 13341-200 (RF'S) (2030905)
02/25/2019	821278	Northwest Pipe Fittings	Water	\$ 99.60	BLACK NIPPLE 1-1/4" X 7"
02/25/2019	821278	Northwest Pipe Fittings	Water	\$ 99.84	1" PVC SCH 80 TXT BALL VALVE - CHEMTROL
02/25/2019	821278	Northwest Pipe Fittings	Water	\$ 925.65	1" T-10 MEASURING CHAMBER P/N: 2032929
02/25/2019	821278	Northwest Pipe Fittings	Water	\$ 39.15	0-160# 2" 1/4"LC GAUGE 001194 P/N: 4810007

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02/25/2019	821278	Northwest Pipe Fittings	Water	\$ 32.16	0-160# 2" 1/4"LC GAUGE 001194 P/N: 4810007
02/25/2019	821278	Northwest Pipe Fittings	Water	\$ 15.75	3/4" T-10 STRAINERS (9831-001) P/N: 2032941
02/25/2019	821278	Northwest Pipe Fittings	Water	\$ 33.00	3/4" T-10 BOTTOM CAP GASKET P/N: 2031870
02/25/2019	821278	Northwest Pipe Fittings	Water	\$ 20.25	1" T-10 STRAINER (9831-002) P/N: 2032943
02/25/2019	821279	NorthWestern Energy	Airport	\$ 396.01	2001846-1. Mud Wash. February 2019
02/25/2019	821279	NorthWestern Energy	General	\$ 122.55	0722266-4
02/25/2019	821279	NorthWestern Energy	Water	\$ 525.94	1116452-2
02/25/2019	821279	NorthWestern Energy	Airport	\$ 1,338.97	1993430-6. Car Wash. February 2019
02/25/2019	821279	NorthWestern Energy	General	\$ 102.39	0722255-7
02/25/2019	821279	NorthWestern Energy	Facilities Mngmt	\$ 545.17	0975808-7
02/25/2019	821279	NorthWestern Energy	Airport	\$ 97.69	3085107-5. Employee Parking. February 2019
02/25/2019	821279	NorthWestern Energy	General	\$ 5.85	0722247-4
02/25/2019	821279	NorthWestern Energy	General	\$ 164.70	0925496-2
02/25/2019	821279	NorthWestern Energy	General	\$ 5.85	0722237-5
02/25/2019	821279	NorthWestern Energy	General	\$ 77.97	0723045-1
02/25/2019	821279	NorthWestern Energy	Facilities Mngmt	\$ 747.79	1160802-3
02/25/2019	821279	NorthWestern Energy	Airport	\$ 522.34	2001848-7. Detail Bay 1 Hertz. February 2019
02/25/2019	821279	NorthWestern Energy	General	\$ 12.20	0722269-8
02/25/2019	821279	NorthWestern Energy	Airport	\$ 292.36	2001855-2. Detail Bay 2 National/Alamo. February 2019
02/25/2019	821279	NorthWestern Energy	General	\$ 13.11	0722292-0
02/25/2019	821279	NorthWestern Energy	Facilities Mngmt	\$ 2,682.96	1160804-9
02/25/2019	821279	NorthWestern Energy	Airport	\$ 267.06	2001862-8. Detail Bay 3 Enterprise. February 2019
02/25/2019	821279	NorthWestern Energy	General	\$ 85.02	0722933-9
02/25/2019	821279	NorthWestern Energy	Airport	\$ 239.43	3446396-8. USDA. February 2019
02/25/2019	821279	NorthWestern Energy	General	\$ 110.29	0723035-2
02/25/2019	821279	NorthWestern Energy	Airport	\$ 145.00	1138926-9. Aero Interiors. February 2019
02/25/2019	821279	NorthWestern Energy	General	\$ 7.46	0722905-7
02/25/2019	821279	NorthWestern Energy	Airport	\$ 121.42	2001867-7. Detail Bay 5 Thrifty/Dollar. February 2019
02/25/2019	821279	NorthWestern Energy	Solid Waste	\$ 2,537.97	3252194-0
02/25/2019	821279	NorthWestern Energy	General	\$ 19.22	0722293-8
02/25/2019	821279	NorthWestern Energy	Facilities Mngmt	\$ 3,259.30	1269391-7
02/25/2019	821279	NorthWestern Energy	Airport	\$ 249.72	2001865-1. Detail Bay 4 Avis/Budget. February 2019
02/25/2019	821279	NorthWestern Energy	Airport	\$ 1,784.79	0100484-5. ARFF Facility. February 2019.
02/25/2019	821279	NorthWestern Energy	Water	\$ 4,500.86	0100540-4
02/25/2019	821279	NorthWestern Energy	Radio	\$ 113.64	0721580-9
02/25/2019	821279	NorthWestern Energy	Wastewater	\$ 135.20	1175972-7; MONTHLY SERVICE FEES FEB 2019
02/25/2019	821279	NorthWestern Energy	Airport	\$ 142.84	1647695-4. De Icer. February 2019
02/25/2019	821279	NorthWestern Energy	Airport	\$ 2,942.62	0100483-7. Runway Lights. February 2019
02/25/2019	821279	NorthWestern Energy	Water	\$ 807.44	0100485-2
02/25/2019	821279	NorthWestern Energy	General	\$ 1,574.03	0100506-5
02/25/2019	821279	NorthWestern Energy	General	\$ 7.34	0723036-0

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02/25/2019	821279	NorthWestern Energy	Airport	\$ 511.59	1669567-8. TSA Building. February 2019
02/25/2019	821279	NorthWestern Energy	General	\$ 204.32	0723037-8
02/25/2019	821279	NorthWestern Energy	General	\$ 63.67	0723042-8
02/25/2019	821279	NorthWestern Energy	General	\$ 12.19	0723055-0
02/25/2019	821279	NorthWestern Energy	General	\$ 30.83	0723056-8
02/25/2019	821279	NorthWestern Energy	Street/Traffic Oper	\$ 5.85	0723645-8
02/25/2019	821279	NorthWestern Energy	General	\$ 40.01	0789437-1
02/25/2019	821279	NorthWestern Energy	General	\$ 5.85	0723162-4
02/25/2019	821279	NorthWestern Energy	General	\$ 23.87	0723058-4
02/25/2019	821279	NorthWestern Energy	General	\$ 7.97	0723057-6
02/25/2019	821286	Pioneer Technical	Solid Waste	\$ 8,931.04	WO 18-32 Landfill - Jellison Rd Slope Stabilization
02/25/2019	821287	Polydyne Inc	Wastewater	\$ 2,975.74	CLARIFLOC
02/25/2019	821292	Rimrock Foundation	Municipal Court Grants	\$ 3,388.54	19 Jan. Rimrock Other Charges
02/25/2019	821292	Rimrock Foundation	Municipal Court Grants	\$ 444.27	19. Jan Rimrock Other Charges CC
02/25/2019	821292	Rimrock Foundation	Municipal Court Grants	\$ 1,110.00	19 Jan. Rimrock Ancillary CC
02/25/2019	821292	Rimrock Foundation	Municipal Court Grants	\$ 200.00	19. Jan Rimrock Screenings CC
02/25/2019	821292	Rimrock Foundation	Municipal Court Grants	\$ 200.00	19 Jan. Rimrock Screenings
02/25/2019	821292	Rimrock Foundation	Municipal Court Grants	\$ 330.00	19 Jan. Drug Ancillary
02/25/2019	821292	Rimrock Foundation	Municipal Court Grants	\$ 2,340.00	19 Jan. DUI Ancillary
02/25/2019	821294	Routeware Inc	Solid Waste	\$ 10,788.00	SYSTEMS FEES
02/25/2019	821296	Sanderson Stewart	Water	\$ 73,758.00	WO 19-01 Water/Sewer Replacement Project
02/25/2019	821296	Sanderson Stewart	Tax Increment East	\$ 4,978.69	WO 18-06 EBURD N 10TH ST to N 13TH St
02/25/2019	821300	SHI International Corp	Parking	\$ 269.56	2-MS Office Standard -Park 2 and Park 3
02/25/2019	821300	SHI International Corp	Parking	\$ 269.56	2-MS Office Standard -Park 2 and Park 3
02/25/2019	821300	SHI International Corp	General	\$ 2,331.82	Adobe Cold Fusion 2018 Standard License -Denise Bohlman
02/25/2019	821302	Sletten Construction	Airport	\$ 10,711.62	Terminal Expansion-GC/CM-Design Phase. Preconstruction Phase -
02/25/2019	821302	Sletten Construction	Wastewater	\$ 972,998.79	WO 14-121 WO1411 Sletten1 Water Reclamation Facility Nutrient
02/25/2019	821302	Sletten Construction	Airport	\$ 2,661.19	Terminal Expansion-GC/CM-Design Phase. Preconstruction Phase -
02/25/2019	821303	State Bar Of Montana	General	\$ 4,045.00	2019-2020 Annual Membership Renewal
02/25/2019	821307	Tetra Tech, Inc.	Solid Waste	\$ 4,483.25	Landfill Gas and Groundwater Monitoring Services
02/25/2019	821307	Tetra Tech, Inc.	Solid Waste	\$ 3,540.60	Landfill Gas and Groundwater Monitoring Services 51402067
02/25/2019	821307	Tetra Tech, Inc.	Solid Waste	\$ 630.36	Landfill Gas and Groundwater Monitoring Services 51405951
02/25/2019	821310	Town & Country Supply	Fleet	\$ 9,256.74	314535 PO NUM 307621
02/25/2019	821310	Town & Country Supply	Fleet	\$ 7,750.18	314660 PO NUM 307632
02/25/2019	821310	Town & Country Supply	Transit	\$ 3,815.40	314670 PO NUM 307645
02/25/2019	821310	Town & Country Supply	Public Safety	\$ 631.21	314930: FIRE 5 - BLENDED DIESEL 150 GALLONS OF EACH (300
02/25/2019	821310	Town & Country Supply	Transit	\$ 12,206.31	315055 PO NUM 307643
02/25/2019	821310	Town & Country Supply	Wastewater	\$ 244.84	STAND BY PUMP WWTP
02/25/2019	821310	Town & Country Supply	Wastewater	\$ 461.80	STAND BY PUMP WWTP
02/25/2019	821310	Town & Country Supply	Fleet	\$ 6,789.35	614714 PO NUM 307621
02/25/2019	821310	Town & Country Supply	Public Safety	\$ 643.83	314931: FIRE 1: BLENDED DIESEL 153 GALLONS EACH

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02/25/2019	821310	Town & Country Supply	Public Safety	\$ 679.92	314931: FIRE 1 - UNLEADED
02/25/2019	821311	Tractor & Equipment	Street/Traffic Oper	\$ 189,133.00	2019 4cy wheel loader-less trade of unit 1213
02/25/2019	821311	Tractor & Equipment	Solid Waste	\$ 546.24	BLW00188684
02/25/2019	821311	Tractor & Equipment	Solid Waste	\$ 1,619.12	BLW00188676
02/25/2019	821311	Tractor & Equipment	Solid Waste	\$ 2,947.38	PARTS/LABOR FOR UNIT 0257 BLW00189285
02/25/2019	821311	Tractor & Equipment	Street/Traffic Oper	\$ 1,850.00	5yr warranty
02/25/2019	821311	Tractor & Equipment	Street/Traffic Oper	\$ 1,850.00	5 yr warranty
02/25/2019	821311	Tractor & Equipment	Solid Waste	\$ 410.67	PARTS/LABOR FOR UNIT 0255 BLW00188686
02/25/2019	821311	Tractor & Equipment	Wastewater	\$ 8,444.73	NONSTOCKING ITEMS-P.U.D.
02/25/2019	821311	Tractor & Equipment	Street/Traffic Oper	\$ 191,133.00	2019 40,000lb 4cy wheel loader
02/25/2019	821311	Tractor & Equipment	Street/Traffic Oper	\$ 120.55	BLCS0697801
02/25/2019	821317	Van Arsdale Const	CDBG	\$ 9,068.40	215 19th Street West rehab
02/25/2019	821320	Verizon Wireless	Airport	\$ 332.74	Airport
02/25/2019	821320	Verizon Wireless	Police Programs	\$ 80.02	CCSIU RAVEN
02/25/2019	821320	Verizon Wireless	Library	\$ 80.91	LBRY OTRCH Library Outreach
02/25/2019	821320	Verizon Wireless	Police Programs	\$ 371.13	CCSIU Cell/PTT
02/25/2019	821320	Verizon Wireless	Police Programs	\$ 273.44	CCSIU MDT
02/25/2019	821320	Verizon Wireless	Library	\$ 161.37	Library
02/25/2019	821320	Verizon Wireless	Public Safety	\$ 867.26	MDT Toughbooks
02/25/2019	821320	Verizon Wireless	Telephone System	\$ 26.97	MET Transit Tablets
02/25/2019	821320	Verizon Wireless	Municipal Court Grants	\$ 161.37	Muni Court Drug Court
02/25/2019	821320	Verizon Wireless	General	\$ (42.34)	Municipal Court Judge
02/25/2019	821320	Verizon Wireless	Public Safety	\$ (29.96)	Police 406-670-8780
02/25/2019	821320	Verizon Wireless	Parking	\$ 26.97	Parking 406-690-5822
02/25/2019	821320	Verizon Wireless	General	\$ (38.70)	PRPL-Recreation 406-647-9937 Rose Park
02/25/2019	821320	Verizon Wireless	Water	\$ 350.67	PW Belknap Meter Shop
02/25/2019	821320	Verizon Wireless	Water	\$ 26.97	PWBLKNP Water Treatment Brian Risser 406-696-4245
02/25/2019	821320	Verizon Wireless	Water	\$ 161.82	PWBLNP Comm-Meter CityWorks/Neptune
02/25/2019	821320	Verizon Wireless	Water	\$ 113.27	PW-DIS-COLL Cityworks 60/40
02/25/2019	821320	Verizon Wireless	Wastewater	\$ 75.52	PW-DIS-COLL Cityworks 60/40
02/25/2019	821320	Verizon Wireless	Water	\$ 275.09	PW-Distribution Collection Tablets 60/40
02/25/2019	821320	Verizon Wireless	General	\$ (38.70)	PRPL-Parks PMD Air Card 406-794-6977
02/25/2019	821320	Verizon Wireless	Public Safety	\$ 40.01	Police US Marshall Toughbooks
02/25/2019	821320	Verizon Wireless	Public Safety	\$ 80.02	Police iPad St John 406-690-5955 Police iPad Lawrence 406-690-2161
02/25/2019	821320	Verizon Wireless	Public Safety	\$ 40.01	Police MiFi 406-633-0820 406-598-6294
02/25/2019	821320	Verizon Wireless	Engineering	\$ 134.85	PW-Engineering
02/25/2019	821320	Verizon Wireless	Wastewater	\$ 183.40	PW-Distribution Collection Tablets 60/40
02/25/2019	821320	Verizon Wireless	Street/Traffic Oper	\$ 53.94	PW-Streets 406-647-1377 iPad, 406-633-1991 iPad
02/25/2019	821320	Verizon Wireless	Street/Traffic Oper	\$ 161.82	PW-Streets City Works
02/25/2019	821320	Verizon Wireless	Telephone System	\$ 161.82	MET Tablet charge should have been cancelled in July, and was not till
02/25/2019	821320	Verizon Wireless	Transit	\$ 701.22	MET AVL

Check Date	Check#	Name	Fund Name	Amount	Item Desc
02/25/2019	821320	Verizon Wireless	Water	\$ 13.64	PWBELKNAP-WT Water Treatment -Phones
02/25/2019	821320	Verizon Wireless	Solid Waste	\$ 107.88	PW-Solid Waste
02/25/2019	821320	Verizon Wireless	Solid Waste	\$ 429.30	Solid Waste Tablets -Routware
02/25/2019	821320	Verizon Wireless	Solid Waste	\$ 268.76	PW-SW-ON CALL Solid Waste On Call
02/25/2019	821320	Verizon Wireless	Transit	\$ (161.82)	Credit MET for tablet charge that was not cancelled last July
02/25/2019	821320	Verizon Wireless	Solid Waste	\$ 26.97	PW Dozer Trimble Dozer
02/25/2019	821331	Zee Creative Inc	Public Safety	\$ 160.00	DESIGN SET UP
02/25/2019	821331	Zee Creative Inc	Public Safety	\$ 1,600.00	UNITS 4041/4042 FORD INTERCEPTOR (CHIEF RASH & A/C
02/25/2019	821331	Zee Creative Inc	Public Safety	\$ 800.00	4082: 2007 EXPLORER / GRAPHICS/STRIP KIT (A/C HOPPEL)

**Regular City Council Meeting**

**Meeting Date:** 03/25/2019  
**TITLE:** Payment of Claims March 4, 2019  
**PRESENTED BY:** Andy Zoeller  
**Department:** City Hall Administration  
**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$2,811,458.26 have been audited and are presented for City Council payment approval. A complete listing of the claims dated March 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**

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**Attachments**

councilmemo\_03042019

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Check Date	Check#	Name	Middle	Amount	Item Desc
03/04/2019	821333	Ace Electric Inc	Parking	\$ 1,257.96	46662- breaker for lights on 4th floor
03/04/2019	821333	Ace Electric Inc	Water	\$ 340,021.83	WO1816 Filter Building Console Replacement; CO #1
03/04/2019	821333	Ace Electric Inc	Water	\$ 47,619.00	WO1816 Filter Building Console Replacement; 46196/2
03/04/2019	821339	American Cinema Equip	General	\$ 7,936.64	Equipment for the Babcock Theater
03/04/2019	821343	Annafeld General Assembly	SID Construction	\$ 3,250.00	SID1404 Annafeld Street lights - Refund Transformer installation
03/04/2019	821345	Archie Cochrane	General	\$ 74.87	5272470
03/04/2019	821345	Archie Cochrane	Public Safety	\$ 378.54	5272676
03/04/2019	821345	Archie Cochrane	Public Safety	\$ 330.06	5272722
03/04/2019	821345	Archie Cochrane	Property Ins	\$ 5,505.14	Inv. #846698-1
03/04/2019	821345	Archie Cochrane	Public Safety	\$ 17.05	5272344
03/04/2019	821345	Archie Cochrane	Transit	\$ 49.94	5274578
03/04/2019	821345	Archie Cochrane	General	\$ 11.40	5272793
03/04/2019	821345	Archie Cochrane	Public Safety	\$ 17.93	5272793
03/04/2019	821345	Archie Cochrane	Water	\$ 159.42	5272850
03/04/2019	821345	Archie Cochrane	Public Safety	\$ 537.85	5272862
03/04/2019	821345	Archie Cochrane	Public Safety	\$ 45.00	5272862
03/04/2019	821345	Archie Cochrane	Water	\$ 11.04	5272944
03/04/2019	821345	Archie Cochrane	Public Safety	\$ (100.00)	5273155
03/04/2019	821345	Archie Cochrane	Public Safety	\$ 77.49	5273176
03/04/2019	821345	Archie Cochrane	Public Safety	\$ 112.38	5273203
03/04/2019	821345	Archie Cochrane	Public Safety	\$ 90.95	5273269
03/04/2019	821346	AT & T Corp	Wastewater	\$ 23.19	PWBLKNP STORES -75/25
03/04/2019	821346	AT & T Corp	Water	\$ 69.55	PWBLKNP STORES -75/25
03/04/2019	821346	AT & T Corp	General	\$ 180.20	Municipal Court
03/04/2019	821346	AT & T Corp	Water	\$ 1,390.90	PWBELKNAP-WT Water Treatment
03/04/2019	821346	AT & T Corp	Wastewater	\$ 834.85	PWBLNP-WWTRMNT1 Wastewater Treatment Plant
03/04/2019	821346	AT & T Corp	Telephone System	\$ 87.18	EPTT TEST -Canceled, Dispatch Console
03/04/2019	821346	AT & T Corp	Telephone System	\$ 34.59	EPTT TEST -Canceled, Dispatch Console
03/04/2019	821346	AT & T Corp	Wastewater	\$ 591.27	PWBLKNP Electricians -Phones
03/04/2019	821346	AT & T Corp	Wastewater	\$ 58.97	PWBLKNP OFFICE -60/40
03/04/2019	821346	AT & T Corp	Water	\$ 39.32	PWBLKNP OFFICE -60/40
03/04/2019	821346	AT & T Corp	Water	\$ 27.95	PWBLNP Comm-Meter -Vanguard
03/04/2019	821346	AT & T Corp	General	\$ 19.68	PRPL-Parks MiFi 406.850.7416 -West End Shop
03/04/2019	821346	AT & T Corp	General	\$ 1,884.97	Parks Dept.
03/04/2019	821346	AT & T Corp	General	\$ 171.45	Cemetery -Shop Phone
03/04/2019	821346	AT & T Corp	General	\$ 247.98	Code Enforcement
03/04/2019	821346	AT & T Corp	General	\$ 111.48	City Attorney -Legal
03/04/2019	821346	AT & T Corp	Water	\$ 336.93	PWBLKNP MTRSHOP
03/04/2019	821346	AT & T Corp	Wastewater	\$ 398.18	PWBELKNAP-DIST COLL 60/40
03/04/2019	821346	AT & T Corp	Water	\$ 597.28	PWBELKNAP-DIST COLL 60/40
03/04/2019	821346	AT & T Corp	General	\$ 188.94	PRPL - Recreation Division

Check Date	Check#	Name	Middle	Amount	Item Desc
03/04/2019	821346	AT & T Corp	Wastewater	\$ 26.61	PW-Distribution Collection Tablets 60/40
03/04/2019	821346	AT & T Corp	Water	\$ 39.91	PW-Distribution Collection Tablets 60/40
03/04/2019	821347	AT & T Corp	Public Safety	\$ 1,142.81	Fire Department Cell Phones
03/04/2019	821347	AT & T Corp	Information Resources	\$ 47.22	IT Department -On call Phone & Tablet
03/04/2019	821347	AT & T Corp	Public Safety	\$ 665.39	MDT Fire
03/04/2019	821347	AT & T Corp	Public Safety	\$ 3,318.40	Police Department Cell Phone
03/04/2019	821347	AT & T Corp	Transit	\$ 453.60	MET Transit Tablets
03/04/2019	821347	AT & T Corp	Public Safety	\$ 3,972.02	Police MDT Toughbooks
03/04/2019	821347	AT & T Corp	Parking	\$ 43.25	Parking Division Meter Maintenance
03/04/2019	821347	AT & T Corp	Public Safety	\$ 240.84	Animal Control -MDT
03/04/2019	821347	AT & T Corp	Public Safety	\$ 330.57	Animal Control Cell Phones
03/04/2019	821347	AT & T Corp	Building Inspection	\$ 401.40	PW-Building Tablets (Planning)
03/04/2019	821347	AT & T Corp	Building Inspection	\$ 472.50	PW-Building Cell Phones
03/04/2019	821347	AT & T Corp	Airport	\$ 56.72	Airport
03/04/2019	821347	AT & T Corp	Public Safety	\$ 188.88	Police -Resource Officers
03/04/2019	821347	AT & T Corp	Telephone System	\$ 674.97	Three Samsung S9 Charges
03/04/2019	821347	AT & T Corp	General	\$ 191.53	Domestic Violence Phone for Legal Dept.
03/04/2019	821347	AT & T Corp	Police Programs	\$ 47.22	Police-Dom Viol & Katie Nash
03/04/2019	821347	AT & T Corp	Water	\$ 28.33	Jared Lausch- PW Dist Collection
03/04/2019	821347	AT & T Corp	Wastewater	\$ 18.89	Jared Lausch- PW Dist Collection
03/04/2019	821351	Big Sky Linen & Uniform	Water	\$ 368.92	9390 FEB 2019; FLOOR MATS
03/04/2019	821351	Big Sky Linen & Uniform	Wastewater	\$ 245.95	9390 FEB 2019; FLOOR MATS
03/04/2019	821351	Big Sky Linen & Uniform	Public Safety	\$ 51.52	1076:FIRE/911 LINEN SERVICE / FEBRUARY 2019
03/04/2019	821351	Big Sky Linen & Uniform	Public Safety	\$ 280.27	1076:FIRE/911 LINEN SERVICE / FEBRUARY 2019
03/04/2019	821351	Big Sky Linen & Uniform	Water	\$ 232.40	2600 FEB 2019; MONTHLY UNIFORM FEES
03/04/2019	821351	Big Sky Linen & Uniform	Water	\$ 36.40	2600 FEB 2019; MONTHLY UNIFORM FEES
03/04/2019	821351	Big Sky Linen & Uniform	Water	\$ 750.08	2600 FEB 2019; MONTHLY UNIFORM FEES
03/04/2019	821351	Big Sky Linen & Uniform	Water	\$ 330.75	2600 FEB 2019; MONTHLY UNIFORM FEES
03/04/2019	821351	Big Sky Linen & Uniform	Wastewater	\$ 11.20	2600 FEB 2019; MONTHLY UNIFORM FEES
03/04/2019	821351	Big Sky Linen & Uniform	Wastewater	\$ 620.48	2600 FEB 2019; MONTHLY UNIFORM FEES
03/04/2019	821351	Big Sky Linen & Uniform	Wastewater	\$ 220.50	2600 FEB 2019; MONTHLY UNIFORM FEES
03/04/2019	821353	Billings Depot Inc	P.W. Admin	\$ 2,860.83	February Rent and taxes
03/04/2019	821353	Billings Depot Inc	Engineering	\$ 11,443.34	February Rent and taxes
03/04/2019	821355	Billings Industrial Revitalization	Tax Increment East	\$ 34,987.00	FY19 2nd Quarter
03/04/2019	821360	Bloedorn Lumber Co	Public Safety	\$ 1,336.92	4X8 OSB LUMBER (DELIVERED) - FIRE BURN BUILDING
03/04/2019	821360	Bloedorn Lumber Co	Public Safety	\$ 10.00	DELIVERY CHARGE
03/04/2019	821360	Bloedorn Lumber Co	Public Safety	\$ 815.52	1/2 PB, FRAMING
03/04/2019	821360	Bloedorn Lumber Co	Public Safety	\$ 378.00	2X4 LUMBER, HEM FIR/DELIVERED TO FIRE BURN BLDG
03/04/2019	821366	Business Tax Section	Water	\$ 481.00	WO1816 Filter Building Console Replacement; 46196/2 Ace
03/04/2019	821366	Business Tax Section	Water	\$ 3,434.57	WO1816 Filter Building Console Replacement CO #1
03/04/2019	821366	Business Tax Section	Wastewater	\$ 886.27	WO 18-01 2018 Water & Sewer Replacement1F RetRel

Check Date	Check#	Name	Middle	Amount	Item Desc
03/04/2019	821371	Chicago Title of Montana	CDBG	\$ 15,000.00	FTHB Jesse Martin 17 Heather Drive
03/04/2019	821374	CMG Construction LLC	Street/Traffic Oper	\$ 90,519.50	Snowplowing 2/15 to 2/19
03/04/2019	821379	Crescent Electric Supply	Street/Traffic Oper	\$ 4,896.00	S506081622.001 PO NUM 307661
03/04/2019	821379	Crescent Electric Supply	Street/Traffic Oper	\$ 3,264.00	S506087444.002 PO NUM 307724
03/04/2019	821379	Crescent Electric Supply	Street/Traffic Oper	\$ 3,086.00	S506081632 PO NUM 307725
03/04/2019	821379	Crescent Electric Supply	Street/Traffic Oper	\$ 4,750.00	S506081640.001 PO NUM 307662
03/04/2019	821379	Crescent Electric Supply	Street/Traffic Oper	\$ 3,264.00	S506087446 PO NUM 307727
03/04/2019	821379	Crescent Electric Supply	Street/Traffic Oper	\$ 50.85	butt connectors/vinyl bags/block fork
03/04/2019	821380	CTA Inc	EOC 911	\$ 13,168.32	911 Center Architect and Engineering Services W.O. 16-18
03/04/2019	821381	Cummins Rocky Mountain	Solid Waste	\$ 1,729.36	3933
03/04/2019	821381	Cummins Rocky Mountain	Fleet	\$ 732.24	4200 PO NUM 307721
03/04/2019	821381	Cummins Rocky Mountain	Solid Waste	\$ 1,017.47	3986
03/04/2019	821381	Cummins Rocky Mountain	Street/Traffic Oper	\$ 1,063.28	4026
03/04/2019	821381	Cummins Rocky Mountain	Solid Waste	\$ 48.56	3933
03/04/2019	821381	Cummins Rocky Mountain	Fleet	\$ 684.70	4205 PO NUM 307721
03/04/2019	821381	Cummins Rocky Mountain	Solid Waste	\$ (31.25)	4057
03/04/2019	821381	Cummins Rocky Mountain	Street/Traffic Oper	\$ (87.50)	4046
03/04/2019	821381	Cummins Rocky Mountain	Solid Waste	\$ 32.78	4051
03/04/2019	821381	Cummins Rocky Mountain	Street/Traffic Oper	\$ (87.50)	4045
03/04/2019	821382	Dale & Jax Door & Glass	Facilities Mngmt	\$ 840.00	Inv. 20910
03/04/2019	821382	Dale & Jax Door & Glass	P.W. Admin	\$ 22.00	Door repair
03/04/2019	821382	Dale & Jax Door & Glass	Engineering	\$ 88.00	Door repair
03/04/2019	821382	Dale & Jax Door & Glass	Facilities Mngmt	\$ 1,655.00	Inv. 20903
03/04/2019	821386	DOWL	Storm Sewer	\$ 1,528.75	WO 17-26 62nd and Rimrock Stormwater
03/04/2019	821386	DOWL	Storm Sewer	\$ 3,147.50	WO 18-28 Jackson Street Culvert Replacement
03/04/2019	821390	E-Hazard.Com	Water	\$ 3,150.00	OSHA high and low voltage training
03/04/2019	821390	E-Hazard.Com	Wastewater	\$ 3,150.00	OSHA high and low voltage training
03/04/2019	821394	Empire Garage Owners	Parking	\$ 7,837.42	2212019- City of Billings February Assessment
03/04/2019	821402	Flashpoint Fire Equipment	Public Safety	\$ 4,895.18	TEMPERATURE MONITORING SYSTEM PACKAGE
03/04/2019	821402	Flashpoint Fire Equipment	Public Safety	\$ 278.48	ULTRA HIGH TEMP THERMOCOUPLE BEAD ENDS
03/04/2019	821402	Flashpoint Fire Equipment	Public Safety	\$ 100.00	ESTIMATED SHIPPING
03/04/2019	821402	Flashpoint Fire Equipment	Public Safety	\$ 200.00	STAINLESS STEEL OVERBRAID EXTENSION
03/04/2019	821402	Flashpoint Fire Equipment	Public Safety	\$ 800.00	STAINLESS STEEL OVERBRAID EXTENSION
03/04/2019	821409	Global Vending Group Inc	Police Programs	\$ 1,075.00	NIK kits vending machine for Evidence.
03/04/2019	821409	Global Vending Group Inc	Public Safety	\$ 7,920.00	NIK kits vending machine for Evidence.
03/04/2019	821414	Gunarama Wholesale Inc	Public Safety	\$ 40.00	Freight
03/04/2019	821414	Gunarama Wholesale Inc	Public Safety	\$ 2,863.00	Glock Gen-4 G17, 9mm, 4.5" with Glock Night Sights
03/04/2019	821418	HDR, Inc.	Water	\$ 2,032.59	review of existing reclamation plans of gravel sites
03/04/2019	821418	HDR, Inc.	Water	\$ 78,244.68	Leavens Reservoir Expansion & Zone 1 Improvements
03/04/2019	821418	HDR, Inc.	Solid Waste	\$ 9,602.02	WO 18-37 Landfill Master Plan
03/04/2019	821418	HDR, Inc.	Wastewater	\$ 110,944.86	Nutrient Upgrade Expansion & Improvements

Check Date	Check#	Name	Middle	Amount	Item Desc
03/04/2019	821418	HDR, Inc.	Wastewater	\$ 9,410.89	YELLOWSTONE RIVER SAMPLING & ANALYSIS PLAN
03/04/2019	821423	Iaff	Payroll Clearing	\$ 4,683.09	Payroll Summary
03/04/2019	821435	Kittelsohn & Associates	Gas Tax	\$ 12,599.72	WO 18-09 Downtown Traffic Study
03/04/2019	821436	Knife River	Street/Traffic Oper	\$ 12,550.76	salt/sand material
03/04/2019	821440	L N Curtis and Sons	Public Safety	\$ 70.77	MARRYING STRAP, FIRE HOOKS (THOMPSON)
03/04/2019	821440	L N Curtis and Sons	Public Safety	\$ (435.00)	12W FIRE BOOTS - RETURNED FOR CREDIT - RA10447
03/04/2019	821440	L N Curtis and Sons	Public Safety	\$ 3,045.00	STRUCTURAL FIRE BOOTS
03/04/2019	821453	Montana CSED	Payroll Clearing	\$ 3,535.53	Payroll Summary
03/04/2019	821454	Montana Dakota Utilities	Fleet	\$ 6,491.12	031519 PO NUM 307737
03/04/2019	821455	Montana Dakota Utilities	Water	\$ 351.37	010 490 1000 0
03/04/2019	821455	Montana Dakota Utilities	General	\$ 34.05	061 943 1000 6
03/04/2019	821455	Montana Dakota Utilities	Water	\$ 73.91	110 490 1000 9
03/04/2019	821455	Montana Dakota Utilities	Facilities Mngmt	\$ 437.27	130 733 1000 8
03/04/2019	821455	Montana Dakota Utilities	Water	\$ 398.38	209 077 5055 6
03/04/2019	821455	Montana Dakota Utilities	Water	\$ 603.30	210 490 1000 8
03/04/2019	821455	Montana Dakota Utilities	Water	\$ 938.88	310 490 1000 7
03/04/2019	821455	Montana Dakota Utilities	Wastewater	\$ 312.97	310 490 1000 7
03/04/2019	821455	Montana Dakota Utilities	Water	\$ 4,804.29	500 490 1000 7
03/04/2019	821455	Montana Dakota Utilities	Wastewater	\$ 454.60	410 490 1000 6
03/04/2019	821455	Montana Dakota Utilities	Public Safety	\$ 608.14	442 190 1000 4
03/04/2019	821455	Montana Dakota Utilities	Water	\$ 1,363.80	410 490 1000 6
03/04/2019	821455	Montana Dakota Utilities	General	\$ 112.80	371 101 1000 6
03/04/2019	821455	Montana Dakota Utilities	Water	\$ 147.06	510 490 1000 5
03/04/2019	821455	Montana Dakota Utilities	Water	\$ 77.41	527 033 1000 4
03/04/2019	821455	Montana Dakota Utilities	Water	\$ 140.10	566 923 1000 8
03/04/2019	821455	Montana Dakota Utilities	General	\$ 577.75	571 295 3342 8
03/04/2019	821455	Montana Dakota Utilities	Water	\$ 76.43	600 490 1000 6
03/04/2019	821455	Montana Dakota Utilities	Water	\$ 76.43	600 490 1000 6
03/04/2019	821455	Montana Dakota Utilities	Water	\$ 178.40	610 490 1000 4
03/04/2019	821455	Montana Dakota Utilities	Water	\$ 524.34	700 490 1000 5
03/04/2019	821455	Montana Dakota Utilities	Facilities Mngmt	\$ 4,255.18	757 633 1000 2
03/04/2019	821455	Montana Dakota Utilities	Solid Waste	\$ 2,190.28	770 390 1000 2
03/04/2019	821455	Montana Dakota Utilities	Water	\$ 308.62	800 490 1000 4
03/04/2019	821455	Montana Dakota Utilities	Water	\$ 155.17	832 001 1000 1
03/04/2019	821455	Montana Dakota Utilities	Wastewater	\$ 111.25	868 563 1000 7
03/04/2019	821455	Montana Dakota Utilities	Water	\$ 659.20	900 490 1000 3
03/04/2019	821455	Montana Dakota Utilities	General	\$ 169.11	927 890 1000 3
03/04/2019	821455	Montana Dakota Utilities	Facilities Mngmt	\$ 5,516.52	989 733 1000 0
03/04/2019	821455	Montana Dakota Utilities	Facilities Mngmt	\$ 956.41	993 733 1000 4
03/04/2019	821455	Montana Dakota Utilities	Water	\$ 142.40	666 923 1000 7
03/04/2019	821457	Montana Peterbilt LLC	Solid Waste	\$ 29.59	70664

Check Date	Check#	Name	Middle	Amount	Item Desc
03/04/2019	821457	Montana Peterbilt LLC	Solid Waste	\$ 62.05	70553
03/04/2019	821457	Montana Peterbilt LLC	Solid Waste	\$ 400.35	70401
03/04/2019	821457	Montana Peterbilt LLC	Solid Waste	\$ 325.76	70358
03/04/2019	821457	Montana Peterbilt LLC	Solid Waste	\$ 43.02	70217
03/04/2019	821457	Montana Peterbilt LLC	Solid Waste	\$ 103.68	70139
03/04/2019	821457	Montana Peterbilt LLC	Solid Waste	\$ 371.71	69816
03/04/2019	821457	Montana Peterbilt LLC	Property Ins	\$ 4,194.98	MET Bus #1816 Inv. #01R32442
03/04/2019	821459	MT State Fireman's Assoc	Payroll Clearing	\$ 3,928.84	Payroll Summary
03/04/2019	821462	MPPA	Payroll Clearing	\$ 3,360.00	Payroll Summary
03/04/2019	821470	NorthWestern Energy	Street/Traffic Oper	\$ 10,993.20	Signal Bills
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 392.76	SILMD 8 Acct# 0712544-6
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 384.24	SILMD 9 Acct# 0712545-3
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 1,263.96	SILMD 10 Acct# 0712546-1
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 4,453.35	SILMD 13 Acct# 0721276-4
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 1,483.68	SILMD 14 Acct# 0721277-2
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 1,193.78	SILMD 17 Acct# 0712553-7
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 62.57	SILMD 18 Acct# 0712554-5
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 487.87	SILMD 95 Acct# 0712556-0
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 12,318.46	SILMD 97 Acct# 0712557-8
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 1,349.96	SILMD 99 Acct# 0712558-6
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 2,339.95	SILMD 100 Acct# 0712559-4
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 1,596.43	SILMD 107 Acct# 0712560-2
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 785.55	SILMD 131 Acct# 0712580-0
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 124.31	SILMD 130 Acct# 0712579-2
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 230.88	SILMD 133 Acct# 0712581-8
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 532.77	SILMD 134 Acct# 0712582-6
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 304.10	SILMD 129 Acct# 0712578-4
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 502.14	SILMD 128 Acct# 0712577-6
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 717.36	SILMD 127 Acct# 0712576-8
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 197.56	SILMD 126 Acct# 0712575-0
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 395.18	SILMD 125 Acct# 0712574-3
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 987.92	SILMD 124 Acct# 0712573-5
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 304.10	SILMD 123 Acct# 0712572-7
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 191.32	SILMD 122 Acct# 0712571-9
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 3,240.26	SILMD 117 Acct# 0712566-9
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 2,540.36	SILMD 121 Acct# 0712570-1
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 93.03	SILMD 119 Acct# 0712568-5
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 219.78	SILMD 118 Acct# 0712567-7
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 532.12	SILMD 116 Acct# 0712565-1
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 225.83	SILMD 115 Acct# 0712564-4
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 131.15	SILMD 113 Acct# 0712562-8

Check Date	Check#	Name	Middle	Amount	Item Desc
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 959.70	SILMD 114 Acct# 0712563-6
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 4,459.87	SILMD 109 Acct# 0712561-0
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 526.02	SILMD 135 Acct# 0712583-4
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 479.83	SILMD 136 Acct# 0712584-2
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 345.21	SILMD 137 Acct# 0712585-9
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 762.09	SILMD 138 Acct# 0712586-7
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 178.33	SILMD 139 Acct# 0712587-5
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 592.74	SILMD 143 Acct# 0712588-3
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 25.32	SILMD 144 Acct# 0712589-1
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 478.24	SILMD 145 Acct# 0712590-9
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 329.42	SILMD 146 Acct# 0712591-7
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 456.32	SILMD 147 Acct# 0712592-5
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 1,581.88	SILMD 149 Acct# 0712593-3
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 765.19	SILMD 150 Acct# 0712594-1
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 649.35	SILMD 151 Acct# 0712595-8
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 4,386.31	SILMD 152 Acct# 0712596-6
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 549.99	SILMD 153 Acct# 0712597-4
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 1,243.39	SILMD 154 Acct# 0712598-2
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 508.06	SILMD 155 Acct# 0712599-0
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 932.57	SILMD 157 Acct# 0712600-6
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 734.98	SILMD 158 Acct# 0712601-4
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 1,026.27	SILMD 159 Acct# 0712602-2
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 733.87	SILMD 160 Acct# 0712603-0
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 1,076.02	SILMD 161 Acct# 0712604-8
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 54.19	SILMD 162 Acct# 0712605-5
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 477.76	SILMD 163 Acct# 0712606-3
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 383.46	SILMD 164 Acct# 0712607-1
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 903.24	SILMD 165 Acct# 0712608-9
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 239.13	SILMD 167 Acct# 0712609-7
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 573.89	SILMD 171 Acct# 0712610-5
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 532.81	SILMD 172 Acct# 0712611-3
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 1,195.59	SILMD 173 Acct# 0712612-1
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 1,004.31	SILMD 174 Acct# 0712613-9
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 334.78	SILMD 175 Acct# 0712614-7
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 38.73	SILMD 176 Acct# 0712615-4
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 263.05	SILMD 178 Acct# 0712616-2
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 526.02	SILMD 179 Acct# 0712617-0
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 358.68	SILMD 180 Acct# 0712618-8
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 1,721.80	SILMD 181 Acct# 0712619-6
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 597.79	SILMD 182 Acct# 0712620-4
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 1,195.60	SILMD 183 Acct# 0712621-2

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03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 382.56	SILMD 184 Acct# 0712622-0
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 143.45	SILMD 185 Acct# 0712623-8
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 431.59	SILMD 186 Acct# 0712624-6
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 239.13	SILMD 187 Acct# 0712625-3
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 286.96	SILMD 188 Acct# 0712626-1
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 239.13	SILMD 189 Acct# 0712627-9
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 1,243.64	SILMD 190 Acct# 0712628-7
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 426.98	SILMD 191 Acct# 0712629-5
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 310.85	SILMD 192 Acct# 0712630-3
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 765.19	SILMD 193 Acct# 0712631-1
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 181.72	SILMD 194 Acct# 0712632-9
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 151.45	SILMD 195 Acct# 0712633-7
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 49.50	SILMD 196 Acct# 0712634-5
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 49.50	SILMD 197 Acct# 0712635-2
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 119.57	SILMD 198 Acct# 0712636-0
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 104.55	SILMD 200 Acct# 0712637-8
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 502.65	SILMD 201 Acct# 0712638-6
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 400.30	SILMD 202 Acct# 0712639-4
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 13.20	SILMD 203 Acct# 0712640-2
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 424.28	SILMD 204 Acct# 0712641-0
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 30.96	SILMD 205 Acct# 0712642-8
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 334.78	SILMD 206 Acct# 0712643-6
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 358.04	SILMD 207 Acct# 0712644-4
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 289.07	SILMD 208 Acct# 0712645-1
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 549.99	SILMD 209 Acct# 0712646-9
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 59.38	SILMD 210 Acct# 0712647-7
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 33.00	SILMD 211 Acct# 0712648-5
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 33.00	SILMD 212 Acct# 0712649-3
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 19.78	SILMD 213 Acct# 0712650-1
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 390.34	SILMD 214 Acct# 0712651-9
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 143.45	SILMD 216 Acct# 0712652-7
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 244.26	SILMD 217 Acct# 0712653-5
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 266.13	SILMD 220 Acct# 0712654-3
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 7.74	SILMD 221 Acct# 0712655-0
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 51.68	SILMD 222 Acct# 0712656-8
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 79.19	SILMD 223 Acct# 0712657-6
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 1,617.47	SILMD 224 Acct# 0712658-4
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 412.43	SILMD 225 Acct# 0712659-2
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 207.58	SILMD 226 Acct# 0712660-0
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 420.22	SILMD 227 Acct# 0712661-8
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 818.53	SILMD 228 Acct# 0712662-6

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03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 423.39	SILMD 229 Acct# 0712663-4
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 886.92	SILMD 230 Acct# 0712664-2
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 592.74	SILMD 231 Acct# 0712665-9
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 2,568.57	SILMD 232 Acct# 0712666-7
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 578.06	SILMD 233 Acct# 0712667-5
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 317.49	SILMD 234 Acct# 0712668-3
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 355.36	SILMD 235 Acct# 0712669-1
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 113.57	SILMD 236 Acct# 0712670-9
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 406.51	SILMD 237 Acct# 0712671-7
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 13.71	SILMD 238 Acct# 0712672-5
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 95.63	SILMD 239 Acct# 0712673-3
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 272.56	SILMD 240 Acct# 0712674-1
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 603.26	SILMD 241 Acct# 0712675-8
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 84.70	SILMD 242 Acct# 0712676-6
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 112.90	SILMD 244 Acct# 0712677-4
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 80.25	SILMD 245 Acct# 0712678-2
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 338.73	SILMD 246 Acct# 0712679-0
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 1,070.59	SILMD 247 Acct# 0712680-8
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 2,288.60	SILMD 248 Acct# 0712681-6
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 2,794.40	SILMD 249 Acct# 0718734-7
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 136.31	SILMD 250 Acct# 0719001-0
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 3,975.84	SILMD 251 Acct# 0718801-4
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 564.53	SILMD 252 Acct# 0719162-0
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 1,897.01	SILMD 253 Acct# 0719644-7
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 103.39	SILMD 254 Acct# 0719763-5
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 191.21	SILMD 255 Acct# 0720813-5
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 604.96	SILMD 257 Acct# 0720360-7
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 2,610.14	SILMD 258 Acct# 0720606-3
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 1,447.41	SILMD 259 Acct# 0720810-1
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 508.06	SILMD 261 Acct# 0720705-3
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 3,173.83	SILMD 262 Acct# 0720937-2
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 1,001.20	SILMD 263 Acct# 0720716-0
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 112.79	SILMD 264 Acct# 0721427-3
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 363.95	SILMD 265 Acct# 0721556-9
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 42.53	SILMD 266 Acct# 0721684-9
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 300.21	SILMD 270 Acct# 0906944-4
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 984.65	SILMD 271 Acct# 0995095-7
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 2,865.33	SILMD 272 Acct# 0905005-5
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 207.25	SILMD 273 Acct# 0926386-4
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 322.57	SILMD 276 Acct# 0961926-3
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 857.93	SILMD 277 Acct# 1058710-3

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03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 143.86	SILMD 278 Acct# 1087619-1
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 61.51	SILMD 279 Acct# 1124127-0
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 497.72	SILMD 280 Acct# 1045653-1
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 471.94	SILMD 283 Acct# 1172743-5
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 337.20	SILMD 285 Acct# 1206985-2
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 246.08	SILMD 286 Acct# 1296582-8
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 1,843.70	SILMD 288 Acct# 1303978-9
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 157.58	SILMD 289 Acct# 1685375-6
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 114.73	SILMD 290 Acct# 1433921-2
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 620.94	SILMD 292 Acct# 1481532-8
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 239.13	SILMD 293 Acct# 1481534-4
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 478.24	SILMD 294 Acct# 1481535-1
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 112.90	SILMD 295 Acct# 1481536-9
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 1,267.34	SILMD 296 Acct# 1481537-7
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 215.39	SILMD 297 Acct# 1481539-3
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 191.32	SILMD 298 Acct# 1481540-1
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 415.19	SILMD 300 Acct# 1662840-6
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 5,347.18	SILMD 301 Acct# 1687005-7
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 317.87	SILMD 302 Acct# 1607534-3
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 1,109.67	SILMD 305 Acct# 1695873-8
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 263.24	SILMD 306 Acct# 1740353-6
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 2,442.14	SILMD 307 Acct# 2049005-8
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 269.94	SILMD 308 Acct# 2072459-7
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 298.66	SILMD 309 Acct# 2001311-6
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 308.27	SILMD 310 Acct# 2060519-2
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 234.20	SILMD 311 Acct# 3014475-2
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 220.52	SILMD 312 Acct# 3146127-0
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 493.83	SILMD 315 Acct# 3305804-1
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 1,149.76	SILMD 316 Acct# 3291842-7
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 132.70	SILMD 317 Acct# 3253826-6
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 833.37	SILMD 318 Acct# 3372018-6
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 38.67	SILMD 320 Acct# 0712569-3
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 505.31	SILMD 321 Acct# 3338917-2
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 107.04	SILMD 322 Acct# 3402033-9
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 612.87	SILMD 323 Acct# 3597170-4
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 419.69	SILMD 324 Acct# 1246537-3
03/04/2019	821470	NorthWestern Energy	Light Maintenance	\$ 282.90	SILMD 325 Acct# 3587598-8
03/04/2019	821471	NorthWestern Energy	Parking	\$ 1,742.64	1569636-2
03/04/2019	821471	NorthWestern Energy	Parking	\$ 968.05	1594282-4
03/04/2019	821471	NorthWestern Energy	Public Safety	\$ 356.79	1984150-1
03/04/2019	821471	NorthWestern Energy	Transit	\$ 379.03	1784756-7

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03/04/2019	821471	NorthWestern Energy	Parking	\$ 683.57	3279035-4
03/04/2019	821471	NorthWestern Energy	Public Safety	\$ 271.97	1984155-0
03/04/2019	821471	NorthWestern Energy	Parking	\$ 108.11	3463478-2
03/04/2019	821471	NorthWestern Energy	Facilities Mngmt	\$ 60.71	3602453-7
03/04/2019	821471	NorthWestern Energy	Parking	\$ 2,517.99	3067416-2
03/04/2019	821471	NorthWestern Energy	Facilities Mngmt	\$ 1,935.55	3602454-5
03/04/2019	821471	NorthWestern Energy	General	\$ -	0722257-3
03/04/2019	821471	NorthWestern Energy	General	\$ -	0722260-7
03/04/2019	821471	NorthWestern Energy	General	\$ -	0722261-5
03/04/2019	821471	NorthWestern Energy	General	\$ -	0722262-3
03/04/2019	821471	NorthWestern Energy	General	\$ -	0722265-6
03/04/2019	821471	NorthWestern Energy	General	\$ -	0722268-0
03/04/2019	821471	NorthWestern Energy	General	\$ -	0723027-9
03/04/2019	821471	NorthWestern Energy	General	\$ -	0723170-7
03/04/2019	821471	NorthWestern Energy	General	\$ -	0723052-7
03/04/2019	821471	NorthWestern Energy	General	\$ -	0723038-6
03/04/2019	821471	NorthWestern Energy	General	\$ -	0723051-9
03/04/2019	821471	NorthWestern Energy	Parks Maintenance	\$ 154.33	1059093-3
03/04/2019	821471	NorthWestern Energy	General	\$ 5.85	0831702-6
03/04/2019	821471	NorthWestern Energy	Street/Traffic Oper	\$ 5.85	0723644-1
03/04/2019	821471	NorthWestern Energy	General	\$ 7.35	0723090-7
03/04/2019	821471	NorthWestern Energy	General	\$ 17.72	0723044-4
03/04/2019	821471	NorthWestern Energy	Water	\$ 232.99	0722252-4
03/04/2019	821471	NorthWestern Energy	Public Safety	\$ 406.63	0720840-8
03/04/2019	821471	NorthWestern Energy	Parking	\$ 3,041.51	0720834-1
03/04/2019	821471	NorthWestern Energy	Parking	\$ 1,043.56	0720829-1
03/04/2019	821471	NorthWestern Energy	Transit	\$ 24.38	0712764-0
03/04/2019	821471	NorthWestern Energy	General	\$ 105.36	0712683-2
03/04/2019	821471	NorthWestern Energy	Public Safety	\$ 554.69	0712537-0
03/04/2019	821471	NorthWestern Energy	Library	\$ 6,292.25	Electric usage
03/04/2019	821471	NorthWestern Energy	P.W. Admin	\$ 155.91	Depot and parking lot electricity #1741314-7 #0698856-2
03/04/2019	821471	NorthWestern Energy	Engineering	\$ 623.64	Depot and parking lot electricity #1741314-7 #0698856-2
03/04/2019	821471	NorthWestern Energy	Public Safety	\$ 2,127.70	0100476-1: STATION #1
03/04/2019	821471	NorthWestern Energy	Facilities Mngmt	\$ 5,952.92	0100507-3
03/04/2019	821471	NorthWestern Energy	Wastewater	\$ 323.56	1756893-2 FEB 2019; MONTHLY SERVICE FEES
03/04/2019	821476	Performance Eng	Water	\$ 12,932.60	WO 1910 Jellison Road Water Main/ Contract
03/04/2019	821480	Pierce Mfg	Capital Replacement	\$ (20,952.00)	LESS DISCOUNT FOR CHASSIS PROGRESS PAYMENT
03/04/2019	821480	Pierce Mfg	Capital Replacement	\$ (12,073.00)	LESS DISCOUNT FOR PAYMENT UPON COMPLETION
03/04/2019	821480	Pierce Mfg	Capital Replacement	\$ (21,940.00)	LESS DISCOUNT FOR 100% PRE-PAYMENT
03/04/2019	821480	Pierce Mfg	Public Safety	\$ 200,000.00	PIERCE ENFORCER PUMPER
03/04/2019	821480	Pierce Mfg	Capital Replacement	\$ 1,077,684.00	PIERCE ENFORCER PUMPER

Check Date	Check#	Name	Middle	Amount	Item Desc
03/04/2019	821480	Pierce Mfg	Capital Replacement	\$ (9,000.00)	LESS DRIVE-OUT ALLOWANCE
03/04/2019	821480	Pierce Mfg	Public Safety	\$ 1,493.00	PERFORMANCE BOND
03/04/2019	821480	Pierce Mfg	Capital Replacement	\$ 1,957.00	PERFORMANCE BOND
03/04/2019	821481	Pigeon Mountain Industrie	Public Safety	\$ 38.13	SCREW LINK DELTA 10MM GALVANIZED STEEL
03/04/2019	821481	Pigeon Mountain Industrie	Public Safety	\$ 446.40	LARGE STEEL LOCK D CARABINER NFPA
03/04/2019	821481	Pigeon Mountain Industrie	Public Safety	\$ 150.04	SCREW LINK OVAL, 10MM GALVANIZED STEEL
03/04/2019	821481	Pigeon Mountain Industrie	Public Safety	\$ 215.76	SMC MICRO (1-3/8") MPM DOUBLE NFPA, GOLD
03/04/2019	821481	Pigeon Mountain Industrie	Public Safety	\$ 43.34	SM159200 SMC JRB DOUBLE PULLEY W/BECKET, BLUE
03/04/2019	821481	Pigeon Mountain Industrie	Public Safety	\$ 252.00	GL22303 RMI ROPE TECH GLOVES, MEDIUM
03/04/2019	821481	Pigeon Mountain Industrie	Public Safety	\$ 151.20	GL22304 RMI ROPE TECH GLOVES, LARGE
03/04/2019	821481	Pigeon Mountain Industrie	Public Safety	\$ 252.00	GL22305 RMI ROPE TECH GLOVES, X-LARGE
03/04/2019	821481	Pigeon Mountain Industrie	Public Safety	\$ 260.90	FREIGHT: ORDER #SO1041115 (INVOICE #PS143977)
03/04/2019	821481	Pigeon Mountain Industrie	Public Safety	\$ 360.84	SM136000N SMC SWIEL NFPA, BLUE/CHARCOAL
03/04/2019	821481	Pigeon Mountain Industrie	Public Safety	\$ 90.00	PMI GENERAL USE ANCHOR SLING 150CM (4FT)
03/04/2019	821481	Pigeon Mountain Industrie	Public Safety	\$ 97.20	PMI GENERAL USE ANCHOR SLING 200CM (6FT)
03/04/2019	821481	Pigeon Mountain Industrie	Public Safety	\$ 516.42	12.5mm classic rope, solid blue, ez-bend 200 meters
03/04/2019	821481	Pigeon Mountain Industrie	Public Safety	\$ 1,497.60	8MM ACCESORY CORD RED/YELLOW PER METER
03/04/2019	821481	Pigeon Mountain Industrie	Public Safety	\$ 439.98	12.5MM classic rope thite/orng ez-gend 200meters
03/04/2019	821481	Pigeon Mountain Industrie	Public Safety	\$ 516.42	12.5 MM classic rope soldi red ez-bend 200 meters
03/04/2019	821483	Public Utilities	CDBG	\$ 47.45	FORECLOSURE ACQUISITION / REHAB PROGRAM
03/04/2019	821483	Public Utilities	Wastewater	\$ 3,513.75	111176
03/04/2019	821488	RDO Equipment Co.	Street/Traffic Oper	\$ 8,200.00	rental of excavator on Shiloh drain
03/04/2019	821488	RDO Equipment Co.	Street/Traffic Oper	\$ (2,400.00)	credit for hauling already paid
03/04/2019	821491	Shepherd Stainless Inc	Wastewater	\$ 6,140.00	25458; C. BUILDING WASHER COG ACTOR #1
03/04/2019	821493	Solid Waste Systems	Solid Waste	\$ 342.37	111169
03/04/2019	821493	Solid Waste Systems	Street/Traffic Oper	\$ 170,978.00	loader mounted snowblower
03/04/2019	821493	Solid Waste Systems	Street/Traffic Oper	\$ (8,500.00)	trade in of unit 1307 snow blower
03/04/2019	821493	Solid Waste Systems	Solid Waste	\$ 805.87	111342
03/04/2019	821493	Solid Waste Systems	Solid Waste	\$ 106.24	111366
03/04/2019	821493	Solid Waste Systems	Solid Waste	\$ 451.00	111331
03/04/2019	821499	Stewart Title Company	CDBG	\$ 10,000.00	FTHB Kyle Partridge 837 Kale Drive
03/04/2019	821507	Town & Country Supply	Wastewater	\$ 383.92	FUEL FOR STANDBY PUMP
03/04/2019	821507	Town & Country Supply	Wastewater	\$ (65.70)	CREDIT FOR INCORRECT PRICING
03/04/2019	821507	Town & Country Supply	Airport	\$ 8,542.00	Invoice #314946. Diesel for Operations
03/04/2019	821507	Town & Country Supply	Fleet	\$ 12,843.97	313544 PO NUM 307663
03/04/2019	821507	Town & Country Supply	Public Safety	\$ 1,933.70	315371 DIESEL
03/04/2019	821507	Town & Country Supply	Fleet	\$ 13,196.09	315064 PO NUM 307663
03/04/2019	821507	Town & Country Supply	Public Safety	\$ 612.28	315371 UNLEADED FIRE 1 [267 GAL]
03/04/2019	821507	Town & Country Supply	Airport	\$ 9,126.00	Invoice #314960. Diesel for Operations
03/04/2019	821509	Tractor & Equipment	Water	\$ 8,815.20	1 new snow pusher and new set of pallet forks
03/04/2019	821509	Tractor & Equipment	Wastewater	\$ 5,876.80	1 new snow pusher and new set of pallet forks

Check Date	Check#	Name	Middle	Amount	Item Desc
03/04/2019	821509	Tractor & Equipment	Water	\$ 7,045.80	1 new snow pusher and new set of pallet forks
03/04/2019	821509	Tractor & Equipment	Wastewater	\$ 4,697.20	1 new snow pusher and new set of pallet forks
03/04/2019	821514	US Conference Of Mayors	General	\$ 9,181.00	Inv. 47632 Membership Dues
03/04/2019	821522	Western Municipal Const	Wastewater	\$ 87,741.09	2018 Water & Sewer Replacement
03/04/2019	821525	Yellowstone Animal Shelter	Public Safety	\$ 2,400.00	chameleon software maintenance
03/04/2019	821525	Yellowstone Animal Shelter	Public Safety	\$ 22,855.58	contract 1-22-19\2-21-19

**Regular City Council Meeting**

**Meeting Date:** 03/25/2019  
**TITLE:** Special Review #974-3940 Rimrock Road  
**PRESENTED BY:** Nicole Cromwell  
**Department:** Planning & Community Services  
**Presentation:** Yes

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**PROBLEM/ISSUE STATEMENT**

This is a special review request to allow expansion and reconfiguration of an existing senior living facility by more than 10% of gross floor area, per Section 27-613.c BMCC. The construction will be renovating and reconfiguring an existing wing from 15,072 square feet of gross floor area, to 30,700 square feet of gross floor area, and from 37 existing dwelling units to 56 dwelling units in Wing 2, on Tract A4 of C/S 369, 5th Amended, a 9.078 acre parcel of land. Tax ID: D04710.

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: Lutheran Retirement Home, Inc.  
LEGAL DESCRIPTION: A & E Architects  
ADDRESS: 3940 Rimrock Road  
CURRENT ZONING: Residential-9600/Shiloh Overlay District  
EXISTING LAND USE: Senior Living Facility  
PROPOSED USE: Senior Living Facility  
SIZE OF PARCEL: 9.078 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 March 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 senior living facilities 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 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. The new facility renovation will support this neighborhood and create an environment that is safe and attractive.

- **Home Base:** A mix of housing types that meet the needs of a diverse population is important.

The proposed special review will provide additional housing options for senior citizens in Billings in an environment that provides services for seniors while also provide some independence and flexibility in living arrangements.

Common to all types of housing choices is the desire to live in surroundings that are affordable, healthy and safe.

The proposed special review will provide for additional housing options in an area that already has a mix of housing types in a stable neighborhood in Billings.

**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 renovation of the facility will create additional housing for its senior neighborhood. Since the underlying facility already exists, there will be no need to extend municipal services, the City Engineering Division has been working with the agent on the project to ensure all needed services can be met. There are minimal impacts from the proposed location that need to be mitigated. The conditions recommended with the special review should mitigate impacts on the site and the surrounding properties.

## **FINANCIAL IMPACT**

While renovating a 50+ year old building complex will increase the serviceability of the senior housing facility and provide more housing options in this area of Billings, the property operates as a tax exempt entity and so property taxes will not increase. However, the property does continue to pay City assessments and fees for certain services.

## **BACKGROUND**

This is a special review request to allow expansion and reconfiguration of an existing senior living facility by more than 10% of gross floor area, per Section 27-613.c BMCC. The construction will be renovating and reconfiguring an existing wing from 15,072 square feet of gross floor area, to 30,700 square feet of gross floor area, and from 37 existing dwelling units to 56 dwelling units in Wing 2.

## **STAKEHOLDERS**

The Zoning Commission conducted a public hearing on March 5, 2019, and received the staff report and recommendation as well as testimony from the applicant's agent. Planning Staff made a brief presentation of the application and the proposed project.

David Trost, President and CEO of St. Johns Lutheran Ministries, thanked the staff for the presentation and said the condition regarding the landscaping trees was something they had intended to comply with. He said they were going to make all effort to preserve the mature evergreen trees in the area of the project, although there are a few that will have to be removed, they intend to preserve what they can. He said the new development is being called Chapel Court Apartments, and will be for senior housing only. It is intended to be for seniors who qualify for the low income housing program. The seniors residing in the existing building will be given temporary housing on the campus until the construction is finished. He explained that the existing structure is nearly 55 years old and is deteriorating and needing constant repairs. Mr. Trost said although the senior facility is not within their task force boundary, the Rimrock Task force was in support of the project. He informed the commission they have a start date of April 1, 2019 for demolition and plan to begin construction on June 1, 2019.

Commissioner Ulvestadt asked if it was similar to the facility to the east, and would the residents of that complex be allowed to live in the new facility. Mr. Trost said the Mission Ridge development to the east was not the same in that the qualifications to live in the new facility were for low income, the residents would have to qualify to live there. Commissioner Mariska asked for clarification of the number of units. Mr. Trost clarified the total number would be initially more dwelling units, but with future reconstruction would end up being close to the same number or less.

There were no others in attendance wishing to speak about the application.

The public hearing was closed and Commissioner Larson made a motion to forward a recommendation to the City Council to approve Special Review 974 with the recommended conditions. The motion was seconded by Commissioner Ulvestad and passed with a 5-0 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 Tract A4 of C/S 369, 5th Amendment, a 9.078 acre parcel of land. Tax ID: D04710.
2. The special review approval is to allow the expansion and reconfiguration of an existing senior living facility by more than 10% of gross floor area, per Section 27-613.c BMCC. The construction will be renovating and reconfiguring an existing wing from 15,072 square feet of gross floor area, to 30,700 square feet of gross floor area, and from 37 existing dwelling units to 56 dwelling units in Wing 2, generally located at 3940 Rimrock Road. No other use is intended or implied.
3. The site will be developed in conformance with all applicable zoning and site development regulations, and substantial conformance to the submitted site plan.
4. No construction shall take place before 7 am or after 8 pm.
5. The development will preserve and maintain the landscaping as shown on the submitted site plan, and will make significant effort to preserve existing mature trees.
6. The proposed development shall comply with all other limitations of Section 27-613 of the Zoning Regulations concerning special review uses and Section 27-1400 (Shiloh Corridor Overlay District), 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**

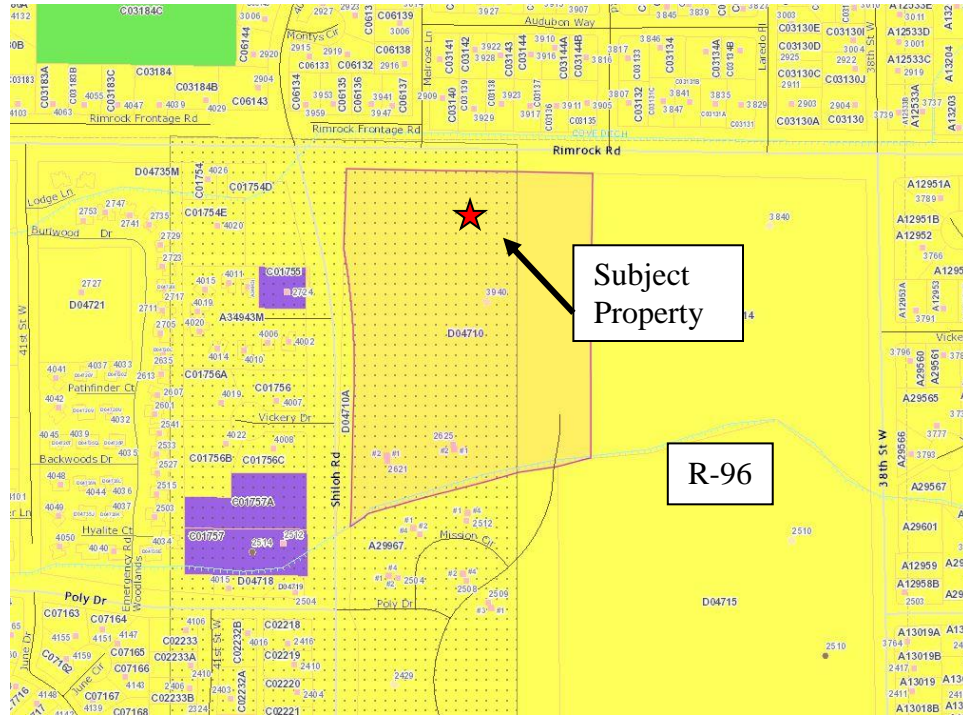
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### **Attachments**

Zoning Map & Site Photos  
Application, Applicant letter  
Site Plan

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# Surrounding Zoning



# Subject Property ★



**Site Photos**



Subject Property looking west



Looking north across Rimrock Road

Site Photos



Looking east



Looking West



Looking South (structures to be altered)



Looking South West.



Structure to be removed



Structure to be removed



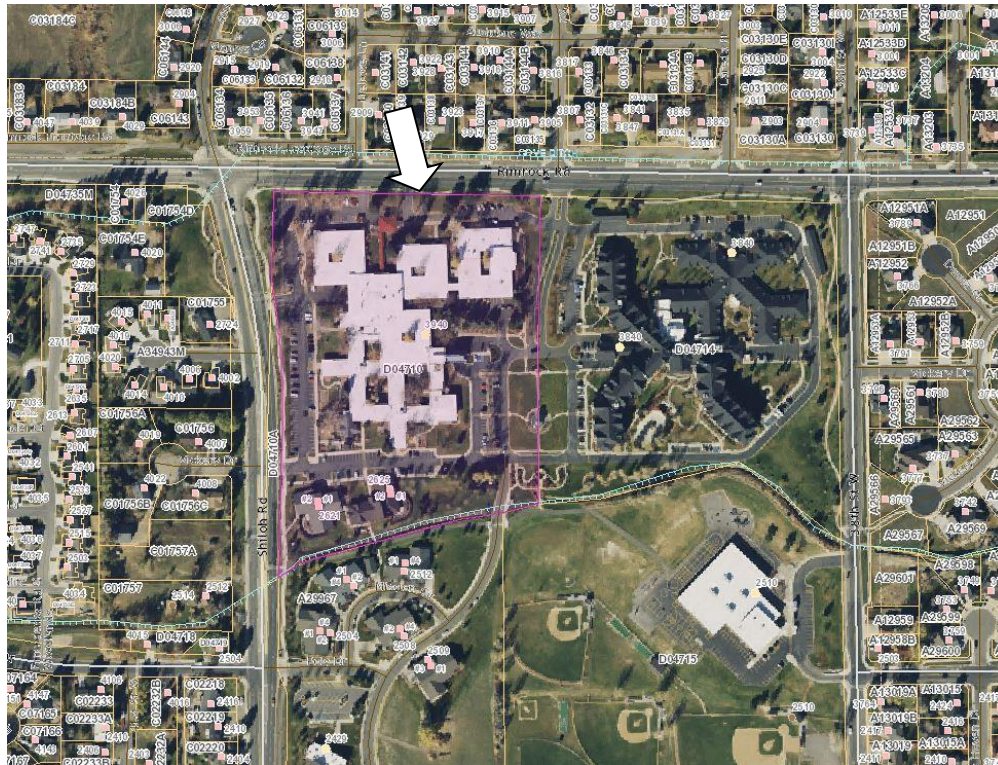
Structure to be renovated



Structure to be renovated



Structure to be renovated



Photos taken from this location

Application

APPLICATION FORM

CITY SPECIAL REVIEW Billings Special Review# \_\_\_\_\_ - Project # 12-19-00014

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: Residential - 9600

Special Review Requested: The purpose of the Special Review is to allow for expansion and reconfiguration of an existing senior living facility by more than 10% of gross floor area pursuant to Section 27-613.c of City Code.

TAX ID# D-04710 CITY ELECTION WARD # 4

Legal Description of Property: Tract A-4, Certificate of Survey No. 369, Fifth Amended

Address or General Location (If unknown, contact City Engineering): 3940 Rimrock Road, Billings, MT 59102

Size of Parcel (Area & Dimensions): 9.0783 acres

Present Land-Use: Senior Living Facility

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): Lutheran Retirement Home, Inc. (c/o David Trost, President and CEO)

(Recorded Owner) 3940 Rimrock Road, Billings, MT 59102

(Address) 406-655-5623 dtrost@sjlm.org

(Phone Number) (email)

Agent(s): A&E Architects (c/o Jason McGimpsey)

(Name) 124 North 29th Street, Ste. 100, Billings, MT 59101

(Address) 406-248-2633 jmcgimpsey@ae.design

(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: [Signature] Date: 1/31/19

(Recorded Owner)



# Applicant Letter

## **SPECIAL REVIEW APPLICATION, CITY OF BILLINGS**

### **Section 1. Answer the following questions:**

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

The Chapel Court Apartments project will achieve the objectives of the Growth Policy in the following ways:

- As this project is considered the first phase of an overall renovation of the existing Saint John's Lutheran Ministries (SJLM) nursing home facility, the architectural character of the Chapel Court Apartments development will complement the aesthetics already established on the current campus and the surrounding neighborhoods. The four story tower will radiate a modern feel with special attention paid to incorporating local contextual types of building materials such as masonry and siding. Respecting the surrounding neighborhood fabric, the scale of the tower itself will not exceed the height of the existing evergreen trees on site, all of which will be preserved. The development, bordered by arteries Rimrock Road to the north and Shiloh Road to the west, will not affect the handsomely landscaped boulevard and sidewalk areas which serve as buffers to those streets. The sidewalk network on the SJLM campus is extensive and offers access to nearby Arrowhead School and Poly Vista Park to the southeast; across Shiloh Road to the southwest, Rimrock West Park is accessible.
- When completed, the Chapel Court Apartments project will actually account for a reduction in the total number of living units on the SJLM campus; but, the area of living space per unit will be doubled, from 232 square feet per living unit existing to 467 square feet per living unit new construction. This additional living space offered at Chapel Court Apartments will directly improve the quality of life for seniors in need of affordable housing. These safe, secure, and efficient apartments will be offered to qualified tenants at a cost equal to or below 30% of their income. As this infill project will be relying on existing City and utility infrastructure, employing Green strategies, and using energy efficient building materials and equipment, the reduced overall tenant density will result in a positive impact on the municipal water, sewer, and energy systems, while minimizing its environmental footprint.
- The Chapel Court Apartments project and SJLM campus are located in an area with one of the lowest crime rates in the City of Billings. Public safety is taken seriously in the surrounding areas as a neighborhood task force is in place, and attention has been given to pedestrian scale lighting and boulevards that separate pedestrian and vehicular traffic. These same streetscapes employ

attractive landscaping, trees and, as previously mentioned, pedestrian access to various parks, open spaces, and neighborhood services. The SJLM campus is a continuation of that established neighborhood fabric, employing pleasant, well landscaped walking paths and manicured open spaces that foster social gatherings and events such as the popular Summer Concert Series. An attractive amenity of the Chapel Court Apartments project will be to provide tenants the ability to view these concerts from south facing balconies accessed from the 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> level corridors. Balconies will also be constructed off of the same corridors on the north side of the building where views to the Rimrocks and adjacent neighborhoods will be possible.

- The SJLM campus has become a prominent and enduring feature of the west-end of Billings. One of the biggest benefits to future Chapel Court tenants will be the countless services offered by SJLM. St. John's has been living out their mission of "*providing living opportunities within nurturing environments of hope, dignity and love every day for the past 55 years.*" In doing so, St. John's offers its residents numerous services that include, but are not limited to, transportation, housekeeping, meal preparation, medication management, personal care, pastoral care and much more. In addition to these services, SJLM offers a full continuum of care and housing for older adults. There is also a state-of-the-art rehabilitation center and a Pharmacy located within the campus. Ample access to public transportation is located along both Rimrock Road and Shiloh Road, and Chapel Court Apartments residents will have a short, 10 minute commute to Billings Logan International Airport which is 6 miles away. Two Emergency Rooms in the Hospital Corridor are located 5 miles away, and the nearest Fire Station is located less than 3 miles away. Emergency response should be prompt due to the project's close proximity to various emergency responders and arterial streets. Many other amenities are located within a short distance including various medical clinics, retail and mercantile establishments, and restaurants.

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

The current Chapel Court development is not a business model that Saint John's Lutheran Ministries can sustain much longer. The annual maintenance and repair costs required by the aging property are becoming a serious financial burden for the organization. In addition to the maintenance and repair costs required by the property, the 50+ year old building design and layout are no longer attractive to today's senior population. At 232 square feet, the units at the existing Chapel Court facility are no longer desirable homes to reside in. Many of the residents living in the existing facility have chosen to do so because of the community, services and other offerings that are synonymous with living on the SJLM campus. The redevelopment of this property and the construction of the Chapel Court Apartments will allow SJLM to appropriately serve low-income seniors in the Billings community for many years to come.

Chapel Court Apartments is a senior Independent Living development that will allow individuals aged 62 and over to rent an apartment unit. These 56 units will be dedicated to individuals earning 60% or less of the Area Median Income of Billings. It will be the first affordable housing development on the SJLM Billings campus and will be integrated into an existing community of nearly 400 residents from all walks of life.

While the minimum age to become a tenant at SJLM is typically limited to individuals age 62 and above, the tenant population is still very diverse and the Chapel Court Apartments project will further diversify this population. SJLM currently offers the following care and living options:

- ✓ Transitional Care
- ✓ Independent Living
- ✓ Assisted Living
- ✓ Skilled Nursing Care

While the Chapel Court Apartments project will be an Independent Living project, it is unique, as it will be the first income restricted project on the SJLM Billings campus. Through the Chapel Court Apartments project, SJLM is broadening its reach and ability to serve low-income seniors, one of the most vulnerable populations in Billings.

*c. How will the public interest be served if this application is approved?*

Seniors need the ability to live comfortably, including having safe, secure, modern and efficient housing at an affordable price. The Chapel Court Apartments will prove very beneficial in that regard, by increasing quality rental options for seniors at a price they can afford. The Chapel Court Apartments will assist the City of Billings in overcoming its housing deficiency, enabling waiting lists and wait times to decrease at other properties, thereby fulfilling the goal to provide efficient, safe and secure homes for seniors in the community.

The Chapel Court Apartments project will, in part, address many of the City's housing needs as determined by the City of Billings Five Year Consolidated Plan FY 2015-2019. The City of Billings has been experiencing a rapid increase of population for the past several years. Annually for the past four years, the City has been expanding at a 2% rate per year, with the elderly being one of the fastest growing segments of the population. Currently 40% of the population of Billings is rent-burdened, meaning that they pay more than 30% of their household income on rent. The Chapel Court Apartments is a quick and efficient solution to this problem, as the project will add 56 apartment units to Billings' housing stock with rent limits ensuring residents do not pay more than 30% of the income on rental payments. These income and rent limits will be included in Restrictive Covenants

that will be recorded at the property and will remain in place for 46 years, ensuring the long-term affordability of the property.

*d. 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.*

This project will replace a 56 year old wing (Wing 2) of the existing nursing home that has long exceeded its useful life and is currently subject to expensive maintenance and repairs. The scope of the project is to demolish the majority of Wing 2 and leave the existing corridor and living units to the south intact. The existing living units at that area will be renovated into 8 living units. To the north/northeast of this work, a new four-story apartment building containing 48 living units will be constructed and will be accessible from the renovated corridor. All new and renovation work in the living units will result in much improved accessibility features for tenants. Other areas of work to be completed under this contract include the rehabilitation of approximately 5,000 square feet of adjacent common area space with new finishes, the creation of a new drive/drop-off area to the northwest of the living units, and construction of a new entry into the facility.

The purpose of this Special Review is to allow for expansion and reconfiguration of the existing senior living facility by more than 10% of gross floor area pursuant to Section 27-613.c of the City Code.

# Site Plan and Elevation Rendition



Orientation Map

- Housing units
- Common Space
- Support Space



**ase** St. John's Housing Development



NW view from Rimrock Road



North view from Rimrock Road



Exterior view Wing 2 looking west (existing trees to remain)



View from Chapel Commons looking North to Rimrock Road



Exterior view Wing 2 looking north to Rimrock Road

**ase** St. John's Housing Development

**Regular City Council Meeting**

**Meeting Date:** 03/25/2019

**TITLE:** Lake Hills Subdivision, 25th Filing, Amended - Preliminary Minor Plat

**PRESENTED BY:** Wyeth Friday

**Department:** Planning & Community Services

**Presentation:** Yes

**PROBLEM/ISSUE STATEMENT**

On February 1, 2019, WWC Engineering, agent for Canal Vista, LLC, applied for preliminary minor plat approval for Lake Hills Subdivision, 25th Filing, Amended. The proposed subdivision removes 32 lots from the existing 25th Filing and results in one 13.91-acre parcel of land. The subject property is generally located north of the intersection of Ditton Drive and Greenbriar Road. The property is zoned Residential-9,600 (R-96). The property owners also have petitioned to vacate the right-of-way of the existing, unconstructed road rights-of-way in the Lake Hills Subdivision, 25th Filing. This is to facilitate the vacation of the plat and re-plat the property with two new large lots and new road rights-of-way for new development.

The City Council accepted the petition to vacate the rights-of-way at its meeting on February 25 and set a public hearing date for March 25. The City Council was scheduled to act on this plat and a new preliminary plat for the planned new development for this property at its meeting on March 11. The applicants requested the Council remove the two plats from the March 11 meeting agenda and place them on the March 25 agenda for action. After significant concerns were expressed from neighbors of the proposed development during the public comment period at the March 11 meeting, the Council voted to remove the two preliminary plats and place them on the March 25 agenda.

**ALTERNATIVES ANALYZED**

In accordance with state law, the City Council has 35 working days to act upon this preliminary minor plat. The 35 working day review period for this proposed plat ends on March 25, 2019. However, the applicants requested the review period be extended beyond 35-working days until April 8 to provide for extra time to complete the preliminary plat review and Council action, if it is needed. State and City subdivision regulations require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the review period, the City Council is required to:

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

**FINANCIAL IMPACT**

Should the City Council approve the preliminary plat, the subject property will be one lot and may be further improved under private ownership, resulting in additional tax revenues for the City.

## **BACKGROUND**

General location: North of the intersection of Ditton Drive and Greenbriar Road

Legal Description: Lake Hills Subdivision 25th Filing, Lots 1- 13, Block 62, Lots 1-11 and Lot 28, Block 63, Lots 1-7, Block 65.

Owner/Subdivider: Canal Vista, LLC

Engineer and Surveyor: WWC Engineering, Greg Reid

Existing Zoning: R-96

Existing land use: Vacant

Proposed land use: Residential

Gross and Net area: 13.91 acres

Proposed number of lots: 1

## **PROCEDURAL HISTORY**

- Pre-application meeting conducted October 25, 2018.
- Preliminary plat application submitted to the Planning Division February 1, 2019.
- Preliminary plat to the City Council March 11, 2019.
- 35 working-day preliminary plat review period ends March 25, 2019.

## **VARIANCES REQUESTED**

No variances from the City Subdivision Regulations have been requested.

## **STAKEHOLDERS**

A public hearing is not required or scheduled for the City Council meeting, however nearby property owners may attend the City Council meeting. The Planning Division had not initially received public comment on the proposed plat when the memo for the March 11 meeting was first submitted. However, there has been significant comment received by the Planning Division and at the City Council meeting on March 11, as well as a list of neighboring property owners that oppose the new proposed development, received by the Planning staff in recent weeks.

## **CONSISTENCY WITH ADOPTED POLICIES OR PLANS**

Consistency with the 2016 City of Billings Growth Policy, the 2018 Transportation Plan Update, the 2017 Billings Area Bikeway and Trail Master Plan Update are discussed within the attached Findings of Fact.

## **SUMMARY**

One of the purposes of the City's subdivision review process is to identify potential negative effects of property being subdivided. When negative effects are identified it is the subdivider's responsibility to mitigate those effects. Various City departments have reviewed this application and provided input on effects and mitigation. The Findings of Fact, which are presented as an attachment, discuss potential negative impacts of the subdivision and conditions of approval are recommended as measures to further mitigate any impacts. In this case, there were found to be minimal impacts from this proposed subdivision.

## **RECOMMENDATION**

Staff recommends conditional approval of the preliminary plat of Lake Hills Subdivision, 25th Filing, Amended to the City Council, and adopt the Findings of Fact as presented in the staff report. Staff recommends the following conditions of approval:

1. To provide the required access easement for the BBWA and their ditch along the east edge of the proposed subdivision, prior to final plat approval the applicant will coordinate the required easement width with the BBWA and show it on the face of the plat. Also to address safety concerns regarding household debris obstructing the canal and the potential for unauthorized use of water from the canal, the applicant will include language in the SIA under Conditions that run with the land notifying future property owners of those concerns.
2. To ensure the existing public right of way is removed to provide a single lot in compliance with subdivision regulations Section 23-404(C), prior to final plat approval the applicant will have the process of street vacation completed through City of Billings Engineering and the City Council.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
4. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

## **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

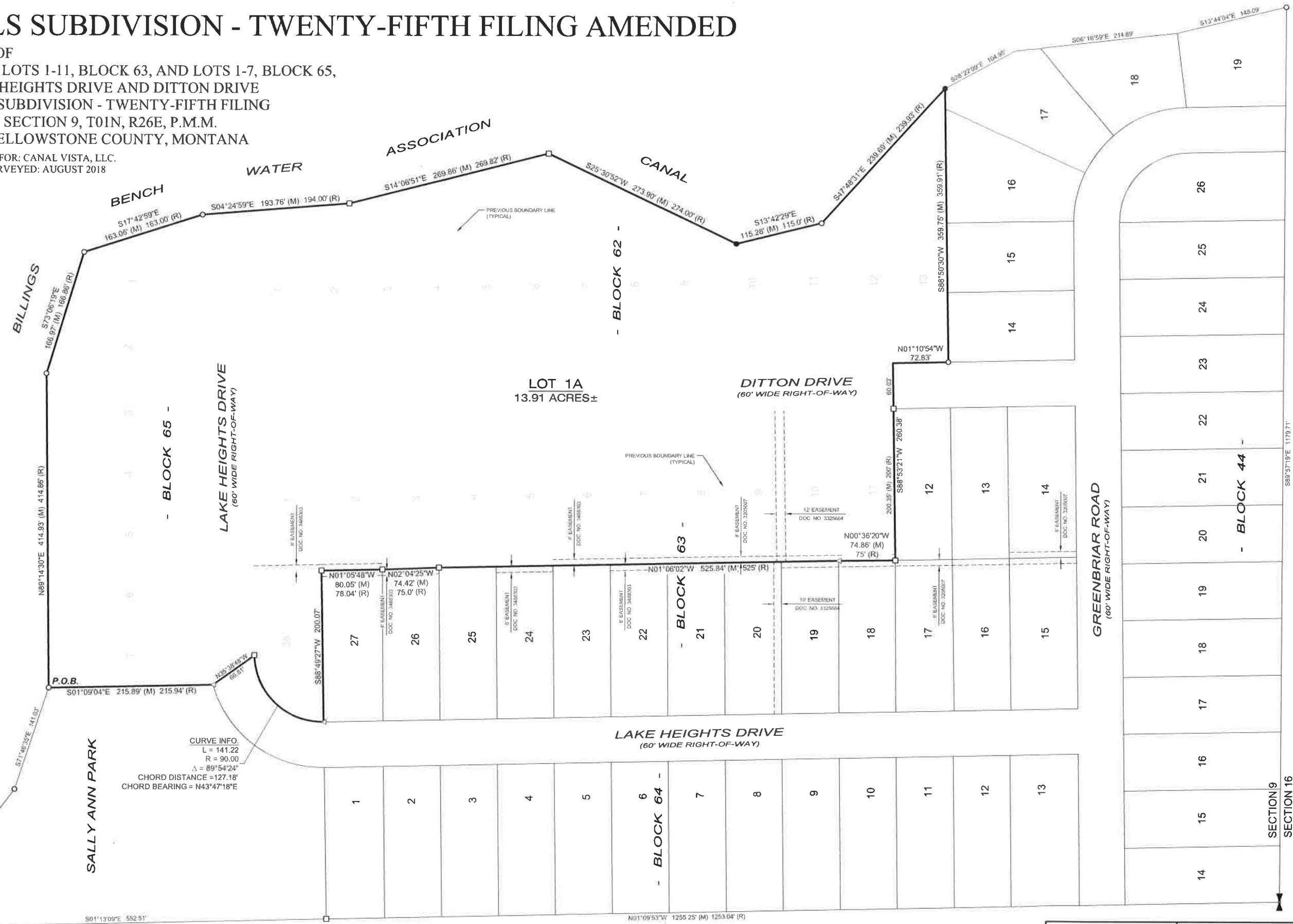
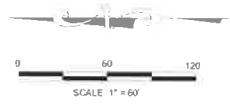
Proposed Plat  
Findings of Fact  
Mayor's Letter

---

# PLAT OF LAKE HILLS SUBDIVISION - TWENTY-FIFTH FILING AMENDED

BEING A VACATION OF  
 LOTS 1-13, BLOCK 62, LOTS 1-11, BLOCK 63, AND LOTS 1-7, BLOCK 65,  
 A PORTION OF LAKE HEIGHTS DRIVE AND DITTON DRIVE  
 WITHIN LAKE HILLS SUBDIVISION - TWENTY-FIFTH FILING  
 WITHIN W1/2SE1/4 OF SECTION 9, T01N, R26E, P.M.M.  
 CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR: CANAL VISTA, LLC.  
 DATE SURVEYED: AUGUST 2018



**CURVE INFO.**  
 L = 141.22  
 R = 90.00  
 $\Delta = 89^{\circ}54'24''$   
 CHORD DISTANCE = 127.18'  
 CHORD BEARING = N43^{\circ}47'18''E

LEGEND	
●	SET REBAR W/ ALUM. CAP - LS 41531
○	FOUND REBAR
□	FOUND IRON PIPE
△	FOUND NAIL - SET REBAR W/ ALUM. CAP - LS 41531
(M)	MEASURED DISTANCE THIS SURVEY
(R)	RECORD DISTANCE PER LAKE HILLS SUBDIVISION - TWENTY-FIFTH FILING DOCUMENT NO. 688241 DATED 7/17/62
⊕	FOUND 1/4 SECTION CORNER
—	ADJACENT PROPERTY BOUNDARY
—	NEW BOUNDARY
---	PREVIOUS BOUNDARY
---	EXISTING EASEMENT
—	EXISTING EASEMENT GRANTED TO YELLOWSTONE VALLEY ELECTRIC CO-OPERATIVE AND MONTANA DAKOTA UTILITIES, QWEST, AT&T CABLE DOCUMENT NO. 3205007 DATED 12/11/2002
—	EXISTING EASEMENT GRANTED TO CITY OF BILLINGS DOCUMENT NO. 3325664 DATED 3/16/2005
—	EXISTING EASEMENT GRANTED TO YELLOWSTONE VALLEY ELECTRIC CO-OPERATIVE AND MONTANA DAKOTA UTILITIES, QWEST COMMUNICATIONS, BRESNAN COMMUNICATIONS DOCUMENT NO. 3488303 DATED 12/04/2008

**NOTES**

1. BASIS OF BEARING: NAD83(2011) MONTANA STATE PLANE COORDINATE SYSTEM, GRID
2. DISTANCES: GROUND, INTERNATIONAL FOOT

**SHEET 1 OF 2**

1/4	SEC.	TWP.	RGE.
9	9	01N	26E

**CERTIFICATE OF SURVEYOR**

PAULA A. HEINTZ, PLS 41531 Date

**CANAL VISTA, LLC.**

2018-2019-2020

**WWCENGINEERING**

DEC 2018 11:00 AM

# PLAT OF LAKE HILLS SUBDIVISION - TWENTY-FIFTH FILING AMENDED

BEING A VACATION OF  
LOTS 1-13, BLOCK 62, LOTS 1-11, BLOCK 63, AND LOTS 1-7, BLOCK 65,  
A PORTION OF LAKE HEIGHTS DRIVE AND DITTON DRIVE  
WITHIN LAKE HILLS SUBDIVISION - TWENTY-FIFTH FILING  
WITHIN W1/2SE1/4 OF SECTION 9, T01N, R26E, P.M.M.  
CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR: CANAL VISTA, LLC.  
DATE SURVEYED: AUGUST 2018

## CERTIFICATE OF COUNTY TREASURER

I hereby certify that all real property taxes and special assessment(s) have been paid per 76-3-611(1)(b) / 76-3-207(3), M.C.A.

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

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

## CERTIFICATE OF RIVERSTONE HEALTH

This Certificate of Survey has been reviewed and approved by the Riverstone Health and the State Department of Environmental Quality.

Health Officer or Authorized Representative  
Yellowstone City/County Health Department  
dba Riverstone Health

## CERTIFICATE OF CITY ATTORNEY

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

City Attorney or Authorized Representative  
City of Billings Attorney's Office

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

## NOTICE OF APPROVAL

STATE OF MONTANA )  
                                  ) ss  
County of Yellowstone )

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

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

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

## CERTIFICATE OF APPROVAL

STATE OF MONTANA )  
                                  ) ss  
County of Yellowstone )

We do hereby certify that we have examined the plat of LAKE HILLS SUBDIVISION - TWENTY-FIFTH FILING AMENDED, and find that said plat conforms with the requirements of the laws of the State of Montana and that the requirements for park donation have been met to the satisfaction of the City of Billings/Yellowstone County Board of Planning. It is therefore approved and the dedication to the public use of any and all lands shown on this plat as being dedicated to such use are accepted.

IN WITNESS WHEREOF, we have set our hands and the seal of City of Billings, Montana, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Mayor \_\_\_\_\_

Attest: \_\_\_\_\_  
Clerk and Recorder

## CERTIFICATE OF CITY ENGINEER'S OFFICE

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

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

City Engineer's Office \_\_\_\_\_

## LEGAL DESCRIPTION AND PROPERTY OWNER CERTIFICATIONS

STATE OF MONTANA )  
                                  ) ss  
County of Yellowstone )

A tract of land located within the Lake Hills Subdivision - Twenty-Fifth Filing being Lots 1-13 of Block 62, Lots 1-11 of Block 63, Lots 1-7 of Block 65, and portions of Lake Heights Drive and Ditton Drive within W1/2SE1/4 of Section 9, T1N, R26E, P.M.M., City of Billings, Yellowstone County, Montana, being more particularly described by metes and bounds as follows:

Beginning at the rebar at the northwest corner of Block 65 of Lake Hills Subdivision - Twenty-Fifth Filing and the northeasterly corner of Sally Ann Park; thence along the north line of said Block 65 for the next two calls, N89°14'30"E, 414.93 feet to a rebar; thence S73°42'59"E, 156.97 feet to the rebar at the northeast corner of said Block 65; thence along the east line of said Block 65, S17°42'59"E, 1163.06 feet to rebar at the southeast corner of said Block 65; thence across Lake Hills Drive and along the east line of Block 62 of Lake Hills Subdivision - Twenty-Fifth Filing for the next five calls, S04°24'59"E, 193.76 feet to an iron pipe; thence S14°06'51"E, 259.86 feet to an iron pipe; thence S25°30'52"W, 273.90 feet to an aluminum cap; thence S13°42'29"E, 115.28 feet to a rebar; thence S47°48'31"E, 239.69 feet to aluminum cap at the southeast corner of Lot 14 and northeast corner of Lot 17 of said Block 62; thence along the north line of Lots 14, 15, 16, and 17 of said Block 62; S88°50'31"W, 359.75 feet to the rebar at the northwest corner of said Lot 14 and a point in the east line of Ditton Drive; thence along the east line of Ditton Drive, N01°10'54"W, 72.83 feet to an aluminum cap; thence across Ditton Drive and along the north line of Lot 12 of Lake Hills Subdivision - Twenty-Fifth Filing, S88°53'21"W, 260.18 feet to iron pipe at the northwest corner of said Lot 12; thence along the east line of Lot 18 of said Block 63, N00°36'20"W, 74.86 feet to an aluminum cap; thence along the east line of Lots 19, 20, 21, 22, 23, 24, and 25 of said Block 63, N01°06'02"W, 525.84 feet to the iron pipe at the southeast corner of Lot 26 of said Block 63; thence along the east line of said Lot 26, N02°04'25"W, 74.42 feet to the iron pipe at the southeast corner of Lot 27 of said Block 63; thence along the east line of said Lot 27, N01°05'48"W, 80.05 feet to the iron pipe at the northeast corner of said Lot 27; thence along the north line of said Lot 27, S88°49'27"W, 200.07 feet to the aluminum cap at the northwest corner of said Lot 27 and a point in the east line of Lake Heights Drive; thence along the westerly line of said Lot 28 and the easterly line of Lake Heights Drive, 141.22 feet along a non-tangent curve to the left having a radius of 90.00 feet, a central angle of 89°54'24", a chord bearing of N43°47'18"E, and a chord length of 117.18 feet to an iron pipe; thence across Lake Heights Drive, N35°38'48"W, 6.681 feet to an aluminum cap at the southwest corner of said Block 65, the southeasterly corner of Sally Ann Park, and a point in the westerly line of Lake Heights Drive; thence along the west line of said Block 65 and the east line of said Sally Ann Park, N01°09'00"W, 215.95 feet to the Point of Beginning.

Said tract of land contains 13.91 acres, more or less, and is subject to any easements, reservations, or other encumbrances that have been legally acquired.

Said tract shall be known and designated as "LAKE HILLS SUBDIVISION - TWENTY-FIFTH FILING AMENDED".

CANAL VISTA, LLC

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

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

STATE OF MONTANA )  
                                  ) ss  
County of Yellowstone )

Subscribed and sworn to before me, a Notary Public in and for the State of Montana, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared \_\_\_\_\_ known to me to be the person who signed the foregoing instrument as \_\_\_\_\_ of CANAL VISTA, LLC, and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

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

## CERTIFICATE OF EXAMINING LAND SURVEYOR

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

Examining Land Surveyor \_\_\_\_\_  
Reg No \_\_\_\_\_ Date: \_\_\_\_\_

## CERTIFICATE OF SURVEYOR

STATE OF WYOMING )  
                                  ) ss  
County of Natrona )

The undersigned, a Montana Registered Land Surveyor being first duly sworn, deposes and says that during the month August 2018, a survey was performed under his supervision of a tract of land to be known as LAKE HILLS SUBDIVISION - TWENTY-FIFTH FILING AMENDED, in accordance with the request of the owner thereof and in conformance with Montana Subdivision and Platting Act; said subdivision being in accordance with the Certificate of Dedication and as shown on the plat; that the monuments found and set are of the character and occupy the positions hereon.

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

Paul A. Heintz  
Registration Number 41531LS



Subscribed and sworn to before me, a Notary Public in and for the State of Wyoming, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

## VICINITY MAP NOT TO SCALE



## CERTIFICATE OF SURVEYOR

CANAL VISTA, LLC.

JOB# 2015-147



SHEET 2 OF 2

1/4	SEC.	TWP.	RGE.
☒	9	01N	26E

PAUL A. HEINTZ, PLS 41531

Date \_\_\_\_\_

## FINDINGS OF FACT

The Planning staff has prepared the Findings of Fact for the preliminary plat of Lake Hills Subdivision, 25<sup>th</sup> Filing, Amended. 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 23-303(H)(1)]**

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

The subject property is not used for agriculture, and has no agriculture irrigation facilities serving it. The land is currently vacant lots with no improvements on them. The owners are proposing to create a single lot and abandon the existing public right of way for future infill single family homes with common area. To the east of the property is a BBWA waterway. Comments from the BBWA has indicated that they require a 100 foot easement over the ditch to be able to access it for cleaning and other maintenance with a track hoe and a bulldozer. The applicant will need to coordinate an easement with the BBWA along the east edge of the proposed subdivision. **(Condition #1)**

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

- a. **Utilities** – The County Water District of Billings Heights provides water service for the proposed subdivision. This proposed subdivision is being submitted to remove existing lots and abandon the existing public road. There will be no need for water service to this subdivision until a future time when it is replatted or they propose a master site plan.

Sewer services are to be provided by the City of Billings. This proposed subdivision is being submitted to remove existing lots and abandon the existing public road. There will be no need for sewer service to this subdivision until a future time when it is replatted or they propose a master site plan.

Private utilities will not be required for this proposed subdivision. There will be no need for private utilities to this subdivision until a future time when it is replatted or they propose a master site plan.

- b. **Storm water** – Storm water management will continue as has historically taken place on the vacant land. At a future time when the land is replatted or there is a master site plan proposed storm water management will be addressed.
- c. **Solid waste** - The City of Billings will provide solid waste collection and disposal. The City's landfill has adequate capacity for this waste.
- d. **Streets** – The property currently has existing right of way platted. A road has never been built within that right of way. With the single lot being platted there is no need for roads to be constructed with this plat. The applicant will be vacating the existing right of way.

Prior to final plat approval they will need to have the process of street vacation finished. **(Condition #2)**

- e. **Emergency services** - The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The Fire Station that provides service for this area is located at 1601 Saint Andrews Drive (Station #6). The subdivision is located within the ambulance service area of American Medical Response.
- f. **Schools** – This subdivision should have a minimal effect on schools as there is no proposal to build any housing with this subdivision.
- g. **Parks and Recreation** - Parkland dedication is not required for this subdivision pursuant Section 23-1008, A. A minor Subdivision.
- h. **Mail Delivery** - No postal service will be required for this proposed subdivision.

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

The proposed subdivision should have no effect on the natural environment. There is no proposal to build on the resulting lot so there will be no effect on the environment from this subdivision.

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

The proposed subdivision should not affect wildlife or habitat. There are no known endangered or threatened species on the property.

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

The subdivision should not negatively affect public health or safety. The subject property is not within a mapped floodway or flood zone. There are no obvious threats to public health, safety or welfare.

## **B. Was an Environmental Assessment required? [MCA 76-3-616 and BMCC 23-901]**

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-616, MCA and 23-901, BMCC.

## **C. Does the subdivision conform to the City of Billings 2016 Growth Policy Update, the 2018 Billings Urban Area Long Range Transportation Plan, and the Billings Area Bikeway and Trails Master Plan? [BMCC 23-303(H)(3)]**

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

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

- a. **Essential Investments (relating public and private expenditures to public values):** Infill development and development near existing City infrastructure may be the most cost effective. (p.6) Neighborhoods that are safe and attractive and provide essential services are much desired (p. 7).

- b. **Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods):** Neighborhoods that are safe and attractive and provide essential services are much desired (p.8). Implementation of the Infill Policy is important to encourage development of underutilized properties. (p.8)

## **2. 2018 Billings Urban Area Long Range Transportation Plan**

The proposed subdivision adheres to the goals and objectives of the 2018 Transportation Plan and preserves the street network and street hierarchy specified within the plan.

## **3. Billings Area Bikeway and Trail Master Plan**

The Billings Area Bikeway and Trail Master Plan covers this area. The nearest trail goes along Annandale Road to the south of this proposed subdivision. No improvements will be required with this subdivision to meet the Trail Plan recommendations.

### **D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608(3)(b), BMCC 23-303(H)(2)]**

The proposed subdivision, with the proposed conditions, 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 23-303(H)(2)(e)]**

The subject property is located in Residential 9600 zoning. All development shall comply with the standards set forth in Section 27-309, 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 23-303(H)(2)(b)]**

The plat does not provide easements for utilities. Those will be provided at a future time when the land is either re-subdivided or there is a proposed Master Site Plan.

### **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 23-303(H)(2)(c)]**

Access to the subdivision are from Ditton Drive and from Lake Heights Drive.

## **CONCLUSIONS OF FINDING OF FACT**

- The preliminary plat for Lakehills Subdivision, 25<sup>th</sup> Filing, Amended, does not create any adverse impacts that warrant denial of the subdivision.

- The proposed subdivision conforms to several goals and policies of the 2016 Growth Policy, and does not conflict with the 2018 Transportation Plan or the Bikeway and Trail Master Plan.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

Approved by the Billings City Council, March 11, 2019

---

William A. Cole, Mayor

pc. WWC Engineering



# CITY OF BILLINGS

WILLIAM A. COLE, MAYOR

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

March 11, 2019

Canal Vista, LLC  
2519 Sunnyview Lane  
Billings, MT 59102

Dear Applicant:

On March 11, 2019, the Billings City Council conditionally approved the preliminary plat of Lake Hills Subdivision, 25<sup>th</sup> Filing, Amended, subject to the following conditions of approval:

1. To provide the required access easement for the BBWA and their ditch along the east edge of the proposed subdivision, prior to final plat approval the applicant will coordinate the required easement width with the BBWA and show it on the face of the plat. Also, to address safety concerns regarding household debris obstructing the canal and the potential for unauthorized use of water from the canal, the applicant will include language in the SIA under Conditions that run with the land notifying future property owners of those concerns.
2. To ensure the existing public right of way is removed to provide a single lot in compliance with subdivision regulations Section 23-404(C), prior to final plat approval the applicant will have the process of street vacation completed through City of Billings Engineering and the City Council.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
4. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

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

Sincerely,

---

William A. Cole, Mayor



# *CITY OF BILLINGS*

*WILLIAM A. COLE, MAYOR*

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

---

Pc: WWC Engineering

**Regular City Council Meeting**

**Meeting Date:** 03/25/2019  
**TITLE:** Canal Vista Subdivision - Preliminary Minor Plat  
**PRESENTED BY:** Wyeth Friday  
**Department:** Planning & Community Services  
**Presentation:** Yes

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**PROBLEM/ISSUE STATEMENT**

On February 1, 2019, WWC Engineering, agent for Canal Vista, LLC, applied for preliminary minor plat approval for Canal Vista Subdivision. The proposed subdivision creates 2 lots from a single lot for residential development. The applicant is proposing to build patio homes where there will be common shared areas with an HOA to maintain the common areas. The subject property is generally located north of the intersection of Ditton Drive and Greenbriar Road. The property is zoned Residential-9,600 (R-96).

The City Council accepted a petition to vacate the rights-of-way in the Lake Hills Subdivision, 25th Filing (which this plat replaces) at its meeting on February 25 and set a public hearing date for March 25. The City Council was scheduled to act on vacating the Lake Hills Subdivision, 25th Filing, and then acting on this new preliminary plat for the planned new development for this property at its meeting on March 11. The applicants requested the Council remove the two plats from the March 11 meeting agenda and place them on the March 25 agenda for action. After significant concerns were expressed from neighbors of the proposed development during the public comment period at the March 11 meeting, the Council voted to remove the two preliminary plats and place them on the March 25 agenda.

**ALTERNATIVES ANALYZED**

In accordance with state law, the City Council has 35 working days to act upon this preliminary minor plat. The 35 working day review period for this proposed plat ends on March 25, 2019. State and City subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the review period, the City Council is required to:

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

**FINANCIAL IMPACT**

Should the City Council approve the preliminary plat, the subject property will be two lots with single family development and may be further improved under private ownership, resulting in additional tax revenues for the City as well as an increase in service demand.

**BACKGROUND**

General location: North of the intersection of Ditton Drive and Greenbriar Road  
Legal Description: Lake Hills Subdivision 25th Filing, Amended  
Owner/Subdivider: Canal Vista, LLC  
Engineer and Surveyor: WWC Engineering, Greg Reid  
Existing Zoning: R-96  
Existing land use: Vacant  
Proposed land use: Residential  
Gross and Net area: 13.91 acres / 12.17 acres  
Proposed number of lots: 2

## **PROCEDURAL HISTORY**

- Pre-application meeting conducted October 25, 2018.
- Preliminary plat application submitted to the Planning Division February 1, 2019.
- Preliminary plat to the City Council March 11, 2019.
- 35 working-day preliminary plat review period ends March 25, 2019.

## **VARIANCES REQUESTED**

A variance from Section 23-406(B)(13) City of Billings Subdivision Regulations has been requested. This requirement is for boulevard styles sidewalks shall be installed on both sides of all streets.

Staff is recommending approval of the variance request. Further explanation and analysis can be found in Attachment A.

## **STAKEHOLDERS**

A public hearing is not required or scheduled for the City Council meeting, however nearby property owners may attend the City Council meeting. The Planning Division had not initially received public comment on the proposed plat when the memo for the March 11 meeting was first submitted. However, there has been significant comment received by the Planning Division and at the City Council meeting on March 11, as well as a list of neighboring property owners that oppose the new proposed development, received by the Planning staff in recent weeks.

## **CONSISTENCY WITH ADOPTED POLICIES OR PLANS**

Consistency with the 2016 City of Billings Growth Policy, the 2018 Transportation Plan Update, and the 2017 Billings Area Bikeway and Trail Master Plan Update are discussed within the Findings of Fact.

## **SUMMARY**

One of the purposes of the City's subdivision review process is to identify potential negative effects of property being subdivided. When negative effects are identified it is the subdivider's responsibility to mitigate those effects. Various City departments have reviewed this application and provided input on effects and mitigation. The Findings of Fact, which are presented as an attachment, discuss potential negative impacts of the subdivision and conditions of approval are recommended as measures to further mitigate any impacts.

## **RECOMMENDATION**

Staff recommends conditional approval of the preliminary plat of Canal Vista Subdivision to the City Council, and adopt the Findings of Fact as presented in the staff report. Planning staff recommends the following conditions of approval:

1. To provide the required access easement for the BBWA and its canal along the east edge of the proposed subdivision, prior to final plat approval the applicant will coordinate the required easement width with the BBWA and show it on the face of the plat. Also, to address safety concerns, the potential for household debris to enter the canal, and the unauthorized use of water from the BBWA canal, the applicant will include language in the SIA under Conditions that Run With the Land notifying future property owners of these concerns. The HOA documents will also reflect the need to keep debris out of the ditch and warn against the unauthorized use of water from the canal.
2. To protect public health and safety and provide for private utilities to the proposed subdivision, prior to final plat approval the applicant will coordinate with the private utility companies to determine if there is a need for easements and where they are required to be placed. Those easements shall be shown on the face of the final plat.
3. To protect public health and safety and to ensure approved storm water systems are in place, prior to final plat approval the applicant will coordinate proposed storm water systems with City of Billings Engineering to determine what type of system will work best. It will be required to meet the specifications of City of Billings Storm Water Management Manual and be install as approved by City of Billings Engineering.
4. To protect public health and safety and ensure correct installation of roads within the subdivision, prior to final plat approval the applicant will have all proposed street and sidewalk installation approved by City of Billings Engineering and the timing of those improvements approved by the City of Billings Engineering.
5. 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 provided the correct and safe mail delivery system.
6. 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.
7. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

## **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Attachment A  
Findings of Fact  
Proposed Plat  
SIA and Waiver  
Mayor's Letter

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## Attachment A

### Staff Analysis and Recommendation

Staff has reviewed the request (See Request Letter included below this analysis) for a variance from the regulation that requires developers to provide; Boulevard style sidewalks shall be installed on both sides of all streets except cul-de-sacs less than on hundred feet (100) in length. The applicant is requesting a variance from Section 23-406(B)(13). Staff is recommending approval of this variance request.

The applicant will be providing boulevard style sidewalks on the public streets, Lake Channel Drive. The undeveloped portion of Ditton Drive will have boulevard sidewalks that transition from existing curb walks. They will provide boulevard sidewalks that transition to curb walks on Lake Heights Drive. They are also providing boulevard style sidewalks on the east side of the private road, Passage Way, that is west of Lake Channel Drive. All private roads, which include the cul-de-sacs and the west side of the private road, Passage Way, that is west of Lake Channel Drive, are proposed to have curb walks in the proposed subdivision.

*1. The granting of the variance will not be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties;* The granting of the variance would not be detrimental to public health, safety and general welfare. The short cul-de-sac roads do not have through traffic on them so the vehicles on the road should be going at slow speeds on such a short road. The larger private road, Passage Way, is a through street just over 600 feet in length. The southern end is about 150 feet long and is a curve and the portion going north of that initial curve also has curvature to it. The length of the private street is short enough to help keep speed of vehicles down so pedestrians can feel safe on a curb sidewalk and curb walks are only proposed on the west side of the private through road.

*2. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, an undue hardship to the owner would result if the strict letter of the regulation was enforced;* There are no particular physical surroundings, shape or topographical condition of the land that would prevent the applicant from installing the required boulevard sidewalk. Boulevard sidewalks would reduce the amount of useable lot depth on the west side of the private through road making it more difficult to meet requirements of zoning and setbacks from the front and rear.

*3. The variance will not result in an increase in taxpayer burden;* The variance will have no effect on taxpayer burden.

*4. The variance will not in any manner place the subdivision in nonconformance with any adopted zoning regulations or Growth Policy;* The variance request will not make the subdivision nonconforming with any adopted zoning regulation or growth policy.

*5. The subdivider must prove that the alternative design is equally effective and the objectives of the improvements are satisfied.* The alternate of curb walks, in this instance, is an acceptable

alternative to the boulevard walk because they are on short streets that do not carry large amounts of traffic that would cause a safety issue for pedestrians in the subdivision.

Therefore, staff is recommending approval of the proposed variance, and recommends that the City Council approve the applicants' variance request.

January 23, 2019

Monica Plecker  
Planning Division Manager  
2825 3<sup>rd</sup> Ave N  
Billings, MT 59101

**RE: CANAL VISTA SUBDIVISION VARIANCE REQUEST**

Dear Ms. Plecker:

On behalf of Canal Vista, LLC (Owner), WWC Engineering is submitting a request for variance of City of Billings Subdivision Regulations (Regulations) Section 23-406(B)(13) – boulevard style sidewalks. As per this section, it is required that boulevard style sidewalks be installed on all streets, except cul-de-sacs less than 100 feet in length. On the private drives for the Canal Vista Subdivision we have proposed back of curb sidewalks. It is requested that the requirement for the Canal Vista Subdivision to install boulevard sidewalks be given a variance, for the reasons outlined herein.

As per the Regulations Section 23-1101(A) Parts 1-5, the following outlines information as necessary.

**Part 1:**

*The granting of the variance will not be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties.*

The proposed locations of the sidewalk to be adjacent to back of curb are on private streets within the development. The proximity of the sidewalks to roadway are on short roads that will have low traffic speeds, which will not result in safety concerns pedestrians. In addition, properties in the adjacent development have back of curb sidewalks, restricting detrimental issues to these properties.

**Part 2:**

*Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, an undue hardship to the owner would result if the strict letter of the regulation was enforced.*

The proposed project is a patio home site with open space around the units. The requirement of boulevard style sidewalks would cause the private road widths to be an extra 10' wide, which would reduce the greenspace behind the units in exchange for greenspace in the boulevards. This additional width would also necessitate longer driveways for the units away from back of curb, which would further restrict developable layouts of the units.

Ms. Plecker  
January 24, 2019  
Page 2 of 2

**Part 3:**

*The variance will not result in an increase in taxpayer burden.*

The proposed sidewalks are to be on private property and will be the responsibility of the residences in the development in the future and not taxpayers. As such, the boulevard style sidewalk or back of curb sidewalks would not create a difference in taxpayer burden as they are the responsibility of the private development and not the public to maintain.

**Part 4:**

*The variance will not in any manner place the subdivision in nonconformance with any adopted zoning regulations or Growth Policy;*

The development proposes to have sidewalks on both sides of every street at a width of 5' and will meet all other setback requirements.

**Part 5:**

*The subdivider must prove that the alternative design is equally effective and the objectives of the improvements are satisfied.*

The objective of the sidewalks are to provide complete pedestrian access to all residences, across all streets, and to the adjacent properties. The proposed project ties to the existing back of curb sidewalks of the adjacent development and continues throughout the project.

Please do not hesitate to contact us should you have any questions or require additional clarification.

Sincerely,



Greg Reid, P.E.  
Billings Branch Manager

GR/

Attachments: as noted

K:\Billings\SL\518147\SUBMITTALS\CANAL\_VISTA\_SUBDIVISION\COMPLETENESS\_COMMENT\_RESPONSE\VarianceLetter.doc

## FINDINGS OF FACT

The Planning staff has prepared the Findings of Fact for the preliminary plat of Canal Vista 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 23-303(H)(1)]**

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

The subject property is not used for agriculture, and has no agriculture irrigation facilities serving it. The land is currently vacant lots with no improvements on them. The owners are proposing to create 2 lots for single family patio homes with common area. To the east of the property is a BBWA waterway. Comments from the BBWA has indicated that they require a 100 foot easement over the ditch to be able to access it for cleaning and other maintenance with a Track hoe and a Bulldozer. The applicant will need to coordinate an easement with the BBWA along the east edge of the proposed subdivision. **(Condition #1)**

**2. Effect on local services**

- a. **Utilities** – The County Water District of Billings Heights provides water service for the proposed subdivision. There currently exists 8 inch water mains in Ditton Drive and Lake Heights Drive at the north and south ends of the proposed subdivision. The applicant will be installing 8 inch water lines to create a looped water system in this subdivision. They will also include the installation of the required number of fire hydrants for the development with correct water lines to those as well. All water lines will be installed to meet the specifications of the District and the regulations of the MDEQ, with the required fees at the time of proposed installation. This requirement is noted in the SIA under the heading VI. Utilities A. Water.

Sewer services are to be provided by the City of Billings. There is an existing 8-inch sewer main in Ditton Drive that this proposed subdivision will connect to. The new sewer lines within the proposed subdivision will be sized as required by regulations and will provide connections to all proposed new houses within the subdivision. The applicant will do all installation in conformance with all design standards and requirements of the MDEQ and with the City of Billings Engineering Division, Public Works. Installation drawing will be reviewed and approved prior to installation. These requirements are noted in the SIA under the heading VI Utilities B Sanitary Sewer.

Private utilities will be installed in easements outside of the right of way and will be installed prior to surface improvements. Those easement sizes and locations will be coordinated with the private utility companies. **(Condition #2)**

- b. **Storm water** – Storm water management will be designed to meet the requirements of the City of Billings Stormwater Management Manual and Section 23-706 BMCC. The

applicant is proposing three different options in the SIA at this time. At the time of final plat they will have a final option in place as worked out with the City of Billings Engineering Division. **(Condition #3)**

- c. **Solid waste** - The City of Billings will provide solid waste collection and disposal. The City's landfill has adequate capacity for this waste.
- d. **Streets** – The applicant is proposing to construct two streets within the subdivision. One street will be a public street, Lake Channel Drive and will connect to Ditton Drive on the south and to Lake Heights Drive on the north. The streets will be built to city standards with a width of 34 feet back of curb to back of curb. Sidewalks will be boulevard type sidewalks on the public street and the timing of installation will be approved through City Engineering. There has been a variance request made to install curb walks on private streets within the subdivision that is discussed in Attachment A. All street improvements will meet the requirements of City of Billings Engineering Division. **(Condition #4)**
- e. **Emergency services** - The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The Fire Station that provides service for this area is located at 1601 Saint Andrews Drive (Station #6). The subdivision is located within the ambulance service area of American Medical Response.
- f. **Schools** – This subdivision is within the Independent School District for Elementary and they state they have additional capacity for students. They also state this subdivision is not on a bus route and the parents will be responsible to get the children to and from school. For Middle School and High School, this subdivision is in School District #2. Middle School is Medicine Crow which has additional capacity for students. High School will be Skyview, which shows it is just 3 students under maximum capacity. School District #2 did not state if there is a bus route in the area.
- g. **Parks and Recreation** - Parkland dedication is not required for this subdivision as parkland dedication was met with the original Lake Hills Subdivision.
- h. **Mail Delivery** - Postal service will be required for this proposed subdivision. The post office has indicated they will be required to provide a location for a Central Box Unit (CBU). This area needs to provide enough space for the postal vehicle to safely pull off the road to deliver the mail. The applicant will work those details out with the USPS. **(Condition #5)**

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

The proposed subdivision should have minimal effect on the natural environment. There is housing to the west of the proposed subdivision and this land has been planned to have residential development on it for quite some time. During development, storm water pollution prevention best management practices are required to be used and monitored to prevent erosion on exposed ground. Overall, the effect on the natural environment should be minimal.

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

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

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

The subdivision should not negatively affect public health or safety. The subject property is not within a mapped floodway or flood zone. There are no obvious threats to public health, safety or welfare.

### **B. Was an Environmental Assessment required? [MCA 76-3-616 and BMCC 23-901]**

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-616, MCA and 23-901, BMCC.

### **C. Does the subdivision conform to the 2016 City of Billings Growth Policy , the 2018 Billings Urban Area Long Range Transportation Plan, and the Billings Area Bikeway and Trails Master Plan? [BMCC 23-303(H)(3)]**

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

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

- a. **Essential Investments (relating public and private expenditures to public values):** Infill development and development near existing City infrastructure may be the most cost effective. (p.6) Neighborhoods that are safe and attractive and provide essential services are much desired (p. 7).
- b. **Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods):** Neighborhoods that are safe and attractive and provide essential services are much desired (p.8). Implementation of the Infill Policy is important to encourage development of underutilized properties. (p.8)

#### **2. 2018 Billings Urban Area Long Range Transportation Plan**

The proposed subdivision adheres to the goals and objectives of the 2018 Transportation Plan and preserves the street network and street hierarchy specified within the plan.

#### **3. Billings Area Bikeway and Trail Master Plan**

The Billings Area Bikeway and Trail Master Plan covers this area. The nearest trail goes along Annandale Road to the south of this proposed subdivision. No improvements will be required with this subdivision to meet the Trail Plan recommendations.

### **D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608(3)(b), BMCC 23-303(H)(2)]**

The proposed subdivision, with the proposed conditions, 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 23-303(H)(2)(e)]**

The subject property is located in Residential 9600 zoning. All development shall comply with the standards set forth in Section 27-309, 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 23-303(H)(2)(b)]**

The plat does not provide easements for utilities. Those will be provided at a future time when the land is either re-subdivided or there is a proposed Master Site Plan.

**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 23-303(H)(2)(c)]**

Access to the subdivision are from Ditton Drive and from Lake Heights Drive.

**CONCLUSIONS OF FINDING OF FACT**

- The preliminary plat for Canal Vista Subdivision, does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to several goals and policies of the 2016 Growth Policy, and does not conflict with the 2018 Transportation Plan or the Bikeway and Trail Master Plan.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

Approved by the Billings City Council, March 11, 2019

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William A. Cole, Mayor

pc. WWC Engineering

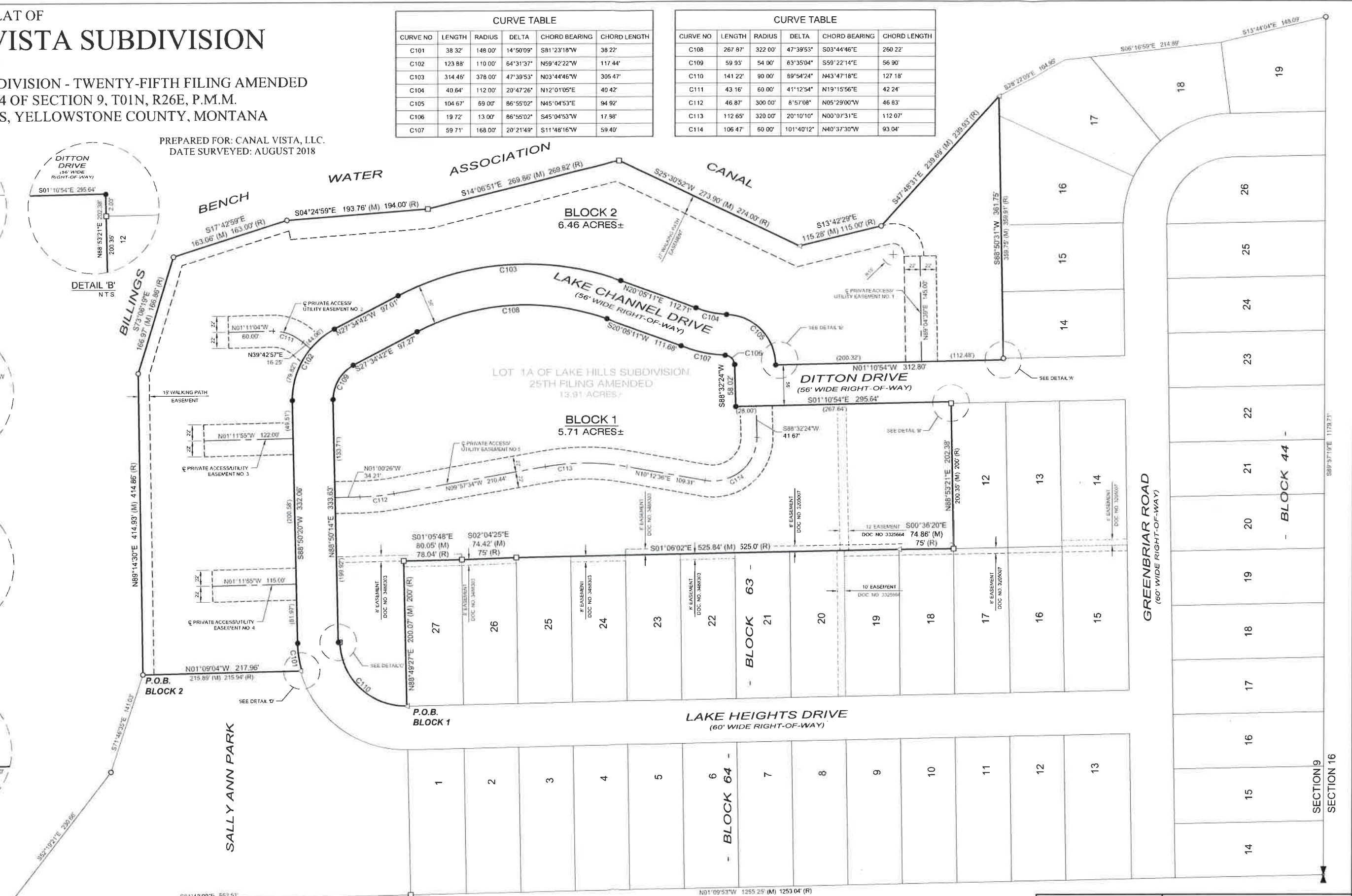
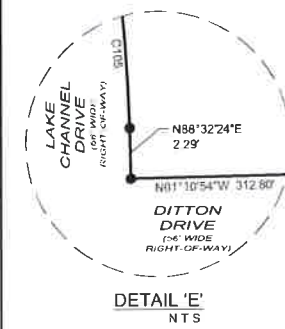
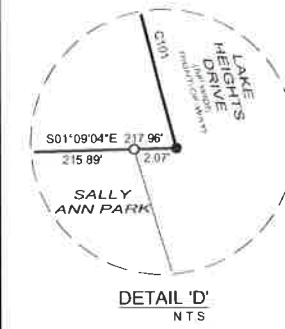
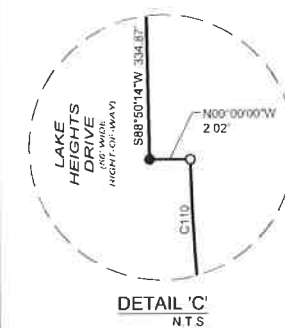
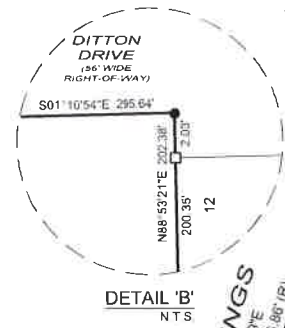
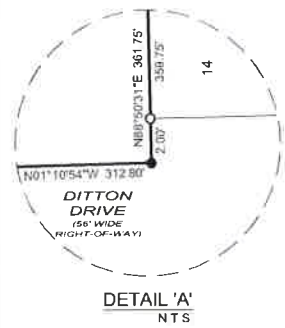
# PRELIMINARY PLAT OF CANAL VISTA SUBDIVISION

BEING LOT 1A OF  
LAKE HILLS SUBDIVISION - TWENTY-FIFTH FILING AMENDED  
WITHIN W1/2SE1/4 OF SECTION 9, T01N, R26E, P.M.M.  
CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR: CANAL VISTA, LLC.  
DATE SURVEYED: AUGUST 2018

CURVE TABLE					
CURVE NO	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C101	38.32'	148.00'	14°50'09"	S81°23'18"W	38.22'
C102	123.88'	110.00'	64°31'37"	N59°42'22"W	117.44'
C103	314.46'	378.00'	47°39'53"	N03°44'46"W	305.47'
C104	40.64'	112.00'	20°47'26"	N12°01'05"E	40.42'
C105	104.67'	89.00'	86°55'02"	N45°04'53"E	94.92'
C106	19.72'	13.00'	86°55'02"	S45°04'53"W	17.98'
C107	59.71'	168.00'	20°21'49"	S11°48'16"W	59.40'

CURVE TABLE					
CURVE NO	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C108	267.87'	322.00'	47°39'53"	S03°44'46"E	260.22'
C109	59.93'	54.00'	63°35'04"	S59°22'14"E	56.90'
C110	141.22'	90.00'	89°54'24"	N43°47'18"E	127.18'
C111	43.16'	60.00'	41°12'54"	N19°15'56"E	42.24'
C112	46.87'	300.00'	8°57'08"	N05°29'00"W	46.83'
C113	112.65'	320.00'	20°10'10"	N00°07'31"E	112.07'
C114	106.47'	60.00'	101°40'12"	N40°37'30"W	93.04'



LEGEND	
●	SET REBAR W/ ALUM CAP - LS 41531
○	FOUND REBAR
□	FOUND IRON PIPE
△	FOUND REBAR W/ ALUM CAP - LS 41531
(M)	MEASURED DISTANCE THIS SURVEY
(R)	RECORD DISTANCE PER LAKE HILLS SUBDIVISION - TWENTY-FIFTH FILING DOCUMENT T NO. 688241 DATED 7/17/62
—	FOUND 1/4 SECTION CORNER
—	ADJACENT PROPERTY BOUNDARY
—	NEW BOUNDARY
—	ACCESS/UTILITY EASEMENT DEDICATED THIS PLAT
—	WALKING PATH EASEMENT DEDICATED THIS PLAT
—	PREVIOUS BOUNDARY
—	EXISTING EASEMENT
—	EASEMENT TIES
—	EXISTING EASEMENT GRANTED TO YELLOWSTONE VALLEY ELECTRIC CO-OPERATIVE AND MONTANA DAKOTA UTILITIES, QWEST, AT&T CABLE DOCUMENT NO. 3205607 DATED 12/11/2002
—	EXISTING EASEMENT GRANTED TO CITY OF BILLINGS DOCUMENT NO. 3325664 DATED 3/16/2005
—	EXISTING EASEMENT GRANTED TO 'YELLOWSTONE VALLEY ELECTRIC CO-OPERATIVE AND MONTANA DAKOTA UTILITIES, QWEST COMMUNICATIONS, BRESNAN COMMUNICATIONS DOCUMENT NO. 3488203 DATED 12/04/2008

NOTES

- 1 BASIS OF BEARING: JAD83(2011) MONTANA STATE PLANE COORDINATE SYSTEM, GRID
- 2 DISTANCES: GROUND, INTERNATIONAL FOOT

SHEET 1 OF 3

1/4	SEC	TWP	RGE
9	01N	26E	

CERTIFICATE OF SURVEYOR

CANAL VISTA, LLC.

DATE 2018.11.17

WWC ENGINEERING

PAUL A. HEINTZ PLS 41531

PRELIMINARY PLAT OF  
**CANAL VISTA SUBDIVISION**

BEING LOT 1A OF  
 LAKE HILLS SUBDIVISION - TWENTY-FIFTH FILING AMENDED  
 WITHIN W1/2SE1/4 OF SECTION 9, T01N, R26E, P.M.M.  
 CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR: CANAL VISTA, LLC.  
 DATE SURVEYED: AUGUST 2018

**CERTIFICATE OF COUNTY TREASURER**

I hereby certify that all real property taxes and special assessments have been paid per 76-3-611(1)(b) / 76-3-207(3), M.C.A.

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

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

**CERTIFICATE OF RIVERSTONE HEALTH**

This Certificate of Survey has been reviewed and approved by the Riverstone Health and the State Department of Environmental Quality.

Health Officer or Authorized Representative  
 Yellowstone City/County Health Department  
 dba Riverstone Health

**CERTIFICATE OF CITY ATTORNEY**

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

City Attorney or Authorized Representative  
 City of Billings Attorney's Office

Date

**NOTICE OF APPROVAL**

STATE OF MONTANA )  
 ) ss  
 County of Yellowstone )

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

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

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

**CERTIFICATE OF APPROVAL**

STATE OF MONTANA )  
 ) ss  
 County of Yellowstone )

We do hereby certify that we have examined the plat of CANAL VISTA SUBDIVISION, and find that said plat conforms with the requirements of the laws of the State of Montana and that the requirements for park donation have been met to the satisfaction of the City of Billings/Yellowstone County Board of Planning. It is therefore approved and the dedication to the public use of any and all lands shown on this plat as being dedicated to such use are accepted.

IN WITNESS WHEREOF, we have set our hands and the seal of City of Billings, Montana, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Mayor \_\_\_\_\_

Attest:  
 Clerk and Recorder \_\_\_\_\_

**CERTIFICATE OF CITY ENGINEER'S OFFICE**

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

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

City Engineer's Office \_\_\_\_\_

**LEGAL DESCRIPTION AND PROPERTY OWNER CERTIFICATIONS**

STATE OF MONTANA )  
 ) ss  
 County of Yellowstone )

KNOW ALL MEN BY THESE PRESENTS: That CANAL VISTA, LLC, the owner of the following described tract of land, does hereby certify that it has caused to be surveyed, subdivided and platted into lots, blocks and streets as shown on the plat, said tract being situated in the W1/2SE1/4, of Section 9, T01N, R26E, P.M.M. Yellowstone County, Montana, said tract being more particularly described as follows:

LOT 1A OF LAKE HILLS SUBDIVISION - TWENTY-FIFTH FILING AMENDED

The park dedication for this subdivision is 15 foot "WALKING PATH EASEMENT" as depicted on this plat.

The undersigned hereby grants unto all utility companies, as such are defined and established by Montana Law, and cable television companies an easement for the location, maintenance, repair and removal of their lines and other facilities, in, over, under and across the areas designated on this plat as "UTILITY EASEMENT" to have and to hold forever. Said tract shall be known and designated as "CANAL VISTA SUBDIVISION", and the lands designated as public right-of-way are hereby granted and dedicated to the use of the public forever.

CANAL VISTA, LLC

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

STATE OF MONTANA )  
 ) ss  
 County of Yellowstone )

Subscribed and sworn to before me, a Notary Public in and for the State of Montana, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared \_\_\_\_\_, known to me to be the person who signed the foregoing instrument as \_\_\_\_\_ of CANAL VISTA, LLC, and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

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

**CERTIFICATE OF EXAMINING LAND SURVEYOR**

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

Examining Land Surveyor \_\_\_\_\_  
 Reg No \_\_\_\_\_ Date: \_\_\_\_\_

**VICINITY MAP**  
 NOT TO SCALE



**CERTIFICATE OF SURVEYOR**

STATE OF WYOMING )  
 ) ss  
 County of Natrona )

The undersigned, a Montana Registered Land Surveyor being first duly sworn, deposes and says that during the month August 2018, a survey was performed under his supervision of a tract of land to be known as CANAL VISTA SUBDIVISION, in accordance with the request of the owner thereof and in conformance with Montana Subdivision and Platting Act; said subdivision being in accordance with the Certificate of Dedication and as shown on the plat; that the monuments found and set are of the character and occupy the positions hereon.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Paul A. Heintz  
 Registration Number 41531 LS



Subscribed and sworn to before me a Notary Public in and for the State of Wyoming, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

**SUBDIVISION IMPROVEMENTS AGREEMENT**

Document Number: \_\_\_\_\_

**RELEASE OF SANITARY RESTRICTIONS**

Document Number: \_\_\_\_\_

**CONSENT TO PLATTING**

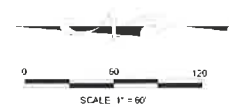
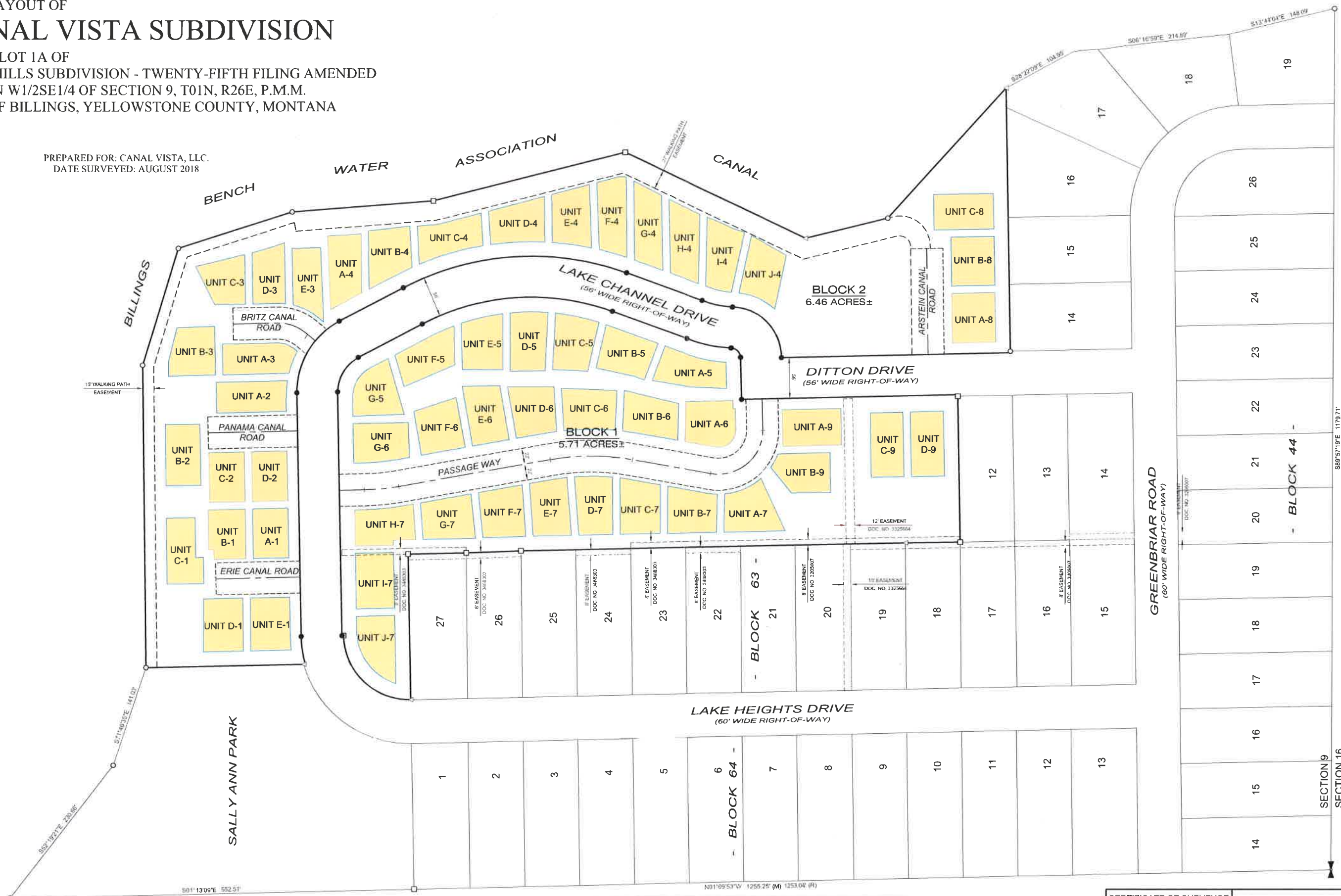
Document Number: \_\_\_\_\_

CERTIFICATE OF SURVEYOR		CANAL VISTA, LLC.	
		JOB# 2018-147	
SHEET 2 OF 3 1/4 SEC TWP RGE 9 01N 26E		PAUL A. HEINTZ PLS 41531 Date: _____	

# SITE LAYOUT OF CANAL VISTA SUBDIVISION

BEING LOT 1A OF  
LAKE HILLS SUBDIVISION - TWENTY-FIFTH FILING AMENDED  
WITHIN W1/2SE1/4 OF SECTION 9, T01N, R26E, P.M.M.  
CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR: CANAL VISTA, LLC.  
DATE SURVEYED: AUGUST 2018



LEGEND	
●	SET REBAR W/ ALUM. CAP - LS 41531
○	FOUND REBAR - UNLESS NOTED OTHERWISE
□	FOUND IRON PIPE
△	FOUND REBAR W/ ALUM. CAP - LS 41531
(M)	MEASURED DISTANCE THIS SURVEY
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—	FOUND 1/4 SECTION CORNER
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—	NEW BOUNDARY
—	ACCESS/UTILITY EASEMENT DEDICATED THIS PLAT
—	WALKING PATH EASEMENT DEDICATED THIS PLAT
—	PREVIOUS BOUNDARY
—	EXISTING EASEMENT
—	EXISTING EASEMENT GRANTED TO YELLOWSTONE VALLEY ELECTRIC CO-OPERATIVE AND MONTANA DAKOTA UTILITIES, QWEST, ATAT CABLE DOCUMENT NO. 3325667 DATED 12/11/2002
—	EXISTING EASEMENT GRANTED TO CITY OF BILLINGS DOCUMENT NO. 3325664 DATED 3/16/2005
—	EXISTING EASEMENT GRANTED TO YELLOWSTONE VALLEY ELECTRIC CO-OPERATIVE AND MONTANA DAKOTA UTILITIES, QWEST COMMUNICATIONS, BRESNAN COMMUNICATIONS DOCUMENT NO. 3446303 DATED 12/24/2006

NOTES  
1 BASIS OF BEARING: NAD83(2011) MONTANA STATE PLANE COORDINATE SYSTEM, GRID  
2 DISTANCES: GROUND, INTERNATIONAL FOOT

SHEET 3 OF 3			
1/4	SEC	TWP	RGE
9	9	01N	26E

CERTIFICATE OF SURVEYOR		CANAL VISTA, LLC.	
PAUL A. HEINTZ, PLS 41531		JCE# 2018-147	
Date		WVC ENGINEERING	

## **SUBDIVISION IMPROVEMENTS AGREEMENT**

### **Canal Vista Subdivision**

**This agreement** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **Canal Vista, LLC**, whose address for the purpose of this agreement is **1550 Poly Drive Billings, MT 59102**, hereinafter referred to as “Subdivider,” and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as “City.”

#### **WITNESSETH:**

**WHEREAS**, at a regular meeting conducted on \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the Board of Planning recommended conditional approval of a preliminary plat of **Canal Vista Subdivision**; and

**WHEREAS**, at a regular meeting conducted on \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the City Council conditionally approved a preliminary plat of **Canal Vista 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 **Canal Vista 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**

- A. A variance of City of Billings Subdivision Regulations Section 23-406(B)(13) – boulevard style sidewalks on the private drives of the Canal Vista Subdivision to allow back of curb sidewalks on these roadways.

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

- A. Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development.
- B. Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.

- C. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.
- D. 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 pad shall be a member of the Canal Vista Subdivision Homeowners Association. Membership shall be appurtenant to and may not be separated from ownership of a pad. The Home Owners Association will be setup to maintain the permanent stormwater detention facilities and private infrastructure of the development.
- G. The lowest finish floor elevation (which includes the garage) for all lots located on the upper side of the roadways shall be a minimum of 18-inches higher than the top of curb, measured from the highest location along the lot frontage. All lots located on the lower side of the roadway shall either have a finished floor elevation as described for properties above the roadway or shall have the entire sidewalk along the frontage of the pad slope downward to the top back of curb between 1% and 2%. Home builder and lot owner may find it necessary to raise the finish floor elevation of house, yard, or garage during on-site building design and/or during on-lot grading.
- H. The stormwater runoff from individual lots shall be directed toward the public right-of-way wherever possible. However, due to the existing terrain of the subdivision this is not possible for every lot. Where run off from lots cannot be directed to public right-of-way because existing terrain is falling away from the public right of way, the stormwater runoff shall be directed to flow to the same location as it has historically. Home builder and lot owners shall consider the effect of potential off-lot run-on waters from lots uphill of the subject lot, and grade around the home to provide positive drainage away from the home. Home builder and lot owners must take necessary measures to protect the house from surface stormwater flows. Home sites shall allow, through on-site building design and on-lot grading, for stormwater to pass around each home site without negatively impacting adjacent home sites. The lowest openings on each home (window well, walk-out basement doors, etc.) are to be located outside the designated drainage paths. If this is not possible, the builder and

home site owners must take necessary measures to protect these openings from inundating from surface water flows. In any case, the homebuilder shall allow enough space between window wells and required separation to provide sufficient swales and proper storm water drainage away from window wells.

### **III. TRANSPORTATION**

#### **A. Streets**

Lake Channel Drive, Lake Heights Drive, and Ditton Drive within the subdivision shall be public and shall be located within a 56-foot right-of-way, and have a street width of 34-foot back of curb to back of curb width. Passage Way within the subdivision shall be private and shall have a street width of 34-foot back of curb to back of curb width. Britz Canal Road, Panama Canal Road, Erie Canal Road, Ling Canal Road, and Arstein Canal Road within the subdivision shall be private and shall have a 24-foot back of curb to back of curb width. These internal access roads shall be built to grade with a satisfactory subbase, base course, drive over curb and gutter, and asphalt surface. All streets shall be built in accordance with the City of Billings site development ordinance, Subdivision Regulations, and Uniform Building Code.

#### **B. Sidewalks**

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

#### **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 streetlights

#### **B. Traffic Control Devices**

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

A traffic accessibility study has been completed for Canal Vista Subdivision. That study analyzed impacts to three intersections affected by additional traffic generated with the development of Canal Vista Subdivision. None of those intersections were noted for improvements.

#### **C. Access**

Access will be provided for the subdivision by continuation of Ditton Drive and Lake Heights Drive.

Location of these accesses shall be subject to review and approval by the City Engineering office.

#### **D. Billings Area Bikeway and Trail Master Plan**

The Billings Area Bikeway and Trail Master Plan does not identify the project area as part of proposed trails or bike paths.

#### **E. Public Transit**

No improvements with regard to public transit are anticipated at this time. The nearest access to the public transit system occurs at the intersection of St. Andrews Drive and Annandale Road.

### **IV. EMERGENCY SERVICE**

Access is provided to this subdivision via Ditton Drive, Lake Channel Drive, and Lake Heights Drive. The City will provide emergency service. Fire hydrants shall be provided at each street intersection, and at intermediate locations where distances from hydrants exceed 500 feet. Appropriate turn arounds will be located on any street in excess of 150 feet that dead end.

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and water supply (fire hydrants) in place to allow for fire suppression requirements. Prior to the issuance of a building permit for construction using combustible materials (i.e. lumber, plywood, wood trusses, etc.), fire apparatus access roads and water supply requirements shall be provided in accordance with the International Fire Code as adopted by the City of Billings. At a minimum, the following is required

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

### **V. STORM DRAINAGE**

All drainage improvements shall comply with the provisions of the *Stormwater Management Manual* (Manual) and Section 23-706, BMCC, a stormwater management plan shall be submitted to and approved by the Engineering Division.

### **VI. UTILITIES**

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

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water mains and sanitary sewers to the Heights Water District and Public Works Department – Distribution and Collection Division. The extension/connection of/to water mains and sanitary sewers is subject to the approval of the applications and the conditions of

approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications. The appropriate water and wastewater construction fees in effect shall be submitted with the applications.

It is acknowledged that the properties subject to this Subdivision Improvements Agreement shall be subject to the appropriate water and wastewater local and interior construction fees in effect at the time of payment. Fees shall be paid for the lots as applied for in the extension application and as per the first paragraph above.

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

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

#### **A. Water**

The subdivision will be served by making connections to existing water main stubs located in Lake Heights Drive and Ditton Drive. The existing water main in these streets is an 8-inch diameter main and is a part of the Heights Water District water distribution system. A new 8-inch water main will be installed in the local interior public streets. The water main within the subdivision will make a looped connection. Fire hydrants will be provided at all appropriate locations and will be subject to approval by the City of Billings Fire Department. Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. Water service locations and meters will be as approved by the Heights Water District. All water construction improvements shall be installed in conformance with the design standards, specifications and rules and regulations of the Heights Water District and Montana Department of Environmental Quality, and will be approved by the Heights Water District.

#### **B. Sanitary Sewer**

The subdivision will be served by one connection to an existing 8-inch sanitary sewer main located at the end of Ditton Drive. The sanitary sewer located within the subdivision will consist of an 8-inch sanitary sewer main. Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. All sanitary sewer construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality, and will be approved by the Public Works Department, Distribution, and Collection Division.

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

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

## **VII. LANDSCAPING**

Lot owners are required to plant two (2) trees and shall be located to avoid driveways and buried utility lines for HOA.

The HOA will plant twenty (20) trees after first fifteen (15) houses are built, twenty (20) trees after next fifteen (15) houses, and twenty-one (21) trees after next fifteen (15) houses. The trees will be located within the boulevard of the public right-of-way.

The size requirements for the trees to be planted are eight (8) feet tall and 1 ½” caliber.

## **VIII. PARKS/OPEN SPACE**

Parkland dedication for the Lake Hills Subdivision 25<sup>th</sup> Filing was completed previously and is not being adjusted by this project.

The owners of the Canal Vista Subdivision will contribute \$25,000 towards construction of a looped pathway in Sally Ann Park. The pathway layout must be predetermined by a Park Master Plan. Completion of this Park Master Plan will require the City of Billings Parks Department to form an SID and PMD for Sally Ann Park. The Canal Vista Subdivision Developer will participate in costs for the SID and PMD at their equivalent cost and following the completion of the Sally Ann Park Master Plan, they will provide a contribution of \$25,000 towards pathway construction. Costs above this amount will be paid for by equal share from the SID.

## **IX. IRRIGATION**

The Billings Bench Water Association (BBWA) main canal is located adjacent to the Canal Vista Subdivision. The main canal has eroded its way eastward, which will require realignment by the BBWA prior to completion of the project. The realigned portion of the canal will have bank protection installed to prevent continual erosion upon realignment. Best Management Practices will be in place during construction to mitigate offsite runoff into the canal.

Canal Vista, LLC proposes to acquire excess water shares from the BBWA which will be used to set up a community irrigation system for the project area. The community irrigation system will have the pumping unit, connection to the BBWA, power supply to the pumping unit, and primary supply lines in the Canal Vista Subdivision constructed during construction of public roadways and utilities. Individual irrigation supply lines will be constructed by the HOA and their maintenance contractor following construction of residences.

## **X. SOILS/GEOTECHNICAL STUDY**

The Subdivider contracted with DOWL HKM in 2007 to complete a geotechnical analysis of the property. The following are preliminary recommendations from this study:

- Topsoil, fill and any deleterious material should be stripped from all structural areas.
- Soils placed as fill should be moisture conditioned within 3 percent of optimum moisture for compaction and compacted to a minimum of 95 percent of maximum dry density per ASTM

D698.

- Fine grained soils anticipated at footing and slab subgrade elevations of the proposed buildings have the potential for excessive movement. Owner/builder should review geotechnical reports and recommendations prior to foundation construction.
- Street subgrade, utility trenches, and flatwork should be moisture conditioned within 3 percent of optimum moisture and compacted to 95 percent of maximum dry density per ASTM D698
- Bedrock was not encountered during the site work, but shale bedrock is expected to be from 10 to 20 feet below ground surface. The shale is likely weak, thinly bedded and easily excavated. The decomposed nature of the shale indicates that it may susceptible to swell.
- Shallow groundwater conditions were observed in areas adjoining ponds and the BBWA irrigation canal. Foundations and earth supported slabs should be limited to depths of 3 feet or more above seasonal high groundwater depths.
- Downspouts with 6-foot extensions should be used. Positive drainage away from all foundations should have 6 inches of fall in the first 10 feet away from the foundations. If sufficient room is not available to construct the 10-foot slope, drainage swales should be constructed as far from the foundations as possible.

## **XI. FINANCIAL GUARANTEES**

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

## **XII. LEGAL PROVISIONS**

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

F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

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

“SUBDIVIDER”

**Canal Vista, LLC**

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

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

STATE OF MONTANA     )  
  : ss  
County of Yellowstone     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of **Canal Vista, LLC**, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

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

This agreement is hereby approved and accepted by the City of Billings, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

“CITY”  
CITY OF BILLINGS  
MONTANA

By: \_\_\_\_\_  
  Mayor

Attest: \_\_\_\_\_  
  City Clerk



# 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 date 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:

## Canal Vista Subdivision

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Canal Vista, LLC/Owner**

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

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

STATE OF MONTANA     )  
  : ss  
County of Yellowstone     )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_, known to me to be **Canal Vista, LLC/** \_\_\_\_\_, 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 in Billings, Montana  
My commission expires: \_\_\_\_\_



# CITY OF BILLINGS

WILLIAM A. COLE, MAYOR

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

March 11, 2019

Canal Vista LLC  
2519 Sunnyview Lane  
Billings, MT 59102

Dear Applicant:

On March 11, 2019, the Billings City Council conditionally approved the preliminary plat of Canal Vista Subdivision, subject to the following conditions of approval:

1. To provide the required access easement for the BBWA and its canal along the east edge of the proposed subdivision, prior to final plat approval the applicant will coordinate the required easement width with the BBWA and show it on the face of the plat. Also, to address safety concerns, the potential for household debris to enter the canal, and the unauthorized use of water from the BBWA canal, the applicant will include language in the SIA under Conditions that Run With the Land notifying future property owners of these concerns. The HOA documents will also reflect the need to keep debris out of the ditch and warn against the unauthorized use of water from the canal.
2. To protect public health and safety and provide for private utilities to the proposed subdivision, prior to final plat approval the applicant will coordinate with the private utility companies to determine if there is a need for easements and where they are required to be placed. Those easements shall be shown on the face of the final plat.
3. To protect public health and safety and to ensure approved storm water systems are in place, prior to final plat approval the applicant will coordinate proposed storm water systems with City of Billings Engineering to determine what type of system will work best. It will be required to meet the specifications of City of Billings Storm Water Management Manual and be installed as approved by City of Billings Engineering.
4. To protect public health and safety and ensure correct installation of roads within the subdivision, prior to final plat approval the applicant will have all proposed street and sidewalk installation approved by City of Billings Engineering and the timing of those improvements approved by the City of Billings Engineering.
5. 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 provided the correct and safe mail delivery system.
6. 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.
7. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, policies, and resolutions of the City of Billings, and the laws and



# *CITY OF BILLINGS*

*WILLIAM A. COLE, MAYOR*

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

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Administrative Rules of the State of Montana.

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

Sincerely,

\_\_\_\_\_  
William A. Cole, Mayor

Pc: WWC Engineering

**Regular City Council Meeting**

**Meeting Date:** 03/25/2019

**TITLE:** Public Hearing for Vacating Portions of Lake Heights Drive and Ditton Drive

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

**Department:** Public Works

**Presentation:** Yes

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**PROBLEM/ISSUE STATEMENT**

The developers of Lake Hills Subdivision, 25th Filing, are replatting a portion of subdivision which will be called Canal Vista if approved. The preliminary plat approvals requested on this meeting's agenda will vacate the existing subdivision and result in a new two lot subdivision including right of way. Both of these plats require the vacation of the existing right of way.

Attached is a map showing the right of way to be vacated and an exhibit showing the new subdivision and development. 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 similar area of right of way for their new subdivision. The preliminary plats are on this same council agenda. If the plats are not approved, this vacation should not be approved or there will be lots that do not have public access.

**ALTERNATIVES ANALYZED**

The Council may:

- After holding a public hearing, if the subdivision plats for Lake Hills 25th Filing Amended and Canal Vista are approved, approve the vacation of portions of Lake Heights Drive and Ditton Drive; or
- After holding a public hearing, if the subdivision plats for Lake Hills 25th Filing Amended and Canal Vista are not approved, do not approve of the vacation of portions of Lake Heights Drive and Ditton Drive. If the right of way is vacated without the new plats, several lots will not have public access.

**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. The cost of the vacated right of way is roughly similar to the cost of the new right of way.

**RECOMMENDATION**

Staff recommends that the City Council conduct the advertised public hearing and approve the vacation of a portion of Lake Heights Drive and Ditton Drive if the preliminary subdivision plats for Lake Hills 25th Filing Amended and Canal Vista were approved previously in this meeting.

**APPROVED BY CITY ADMINISTRATOR**

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## **Attachments**

Resolution to Vacate  
Petition to Vacate  
Right of Way Vacation Exhibit  
Proposed Development

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RESOLUTION NO. 08-\_\_\_\_\_

A RESOLUTION OF THE CITY OF BILLINGS, MONTANA,  
DISCONTINUING AND VACATING **a portion of Right of  
Way within Lake Hills Subdivision 25<sup>th</sup> Filing.**

WHEREAS, a proper petition was filed with the City Council of the City of Billings, Montana, as per Section 22-601 BMCC, requesting discontinuance and vacation of **a portion of Right of Way within Lake Hills Subdivision 25<sup>th</sup> Filing** as described hereinafter; and

WHEREAS, a public hearing was properly noticed and held as required by law.

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

1. **DISCONTINUANCE AND VACATION.** Pursuant to Sections 7-14-4114 and 7-14-4115, M.C.A., **a portion of Right of Way within Lake Hills Subdivision 25<sup>th</sup> Filing** more particularly described as follows:

A tract of land being approximately 200 feet of the East end of Lake Heights Drive right-of-way (60' wide) located in Lake Hills Subdivision 25<sup>th</sup> Filing in the southeast quarter of Section 9, T.1N., R.26E., P.M.M., Yellowstone County, Montana more particularly described as follows:

Beginning at the southeast corner of Lot 1, Block 65, Lake Hills Subdivision 25<sup>th</sup> filing; Then S03°04'24"E, 60.09 feet along the East line of Lake Hills 25<sup>th</sup> to the northeast corner of Lot 1, Block 62 Lake Hills 25<sup>th</sup>; then N89°51'27"W, 200.98 feet along the north line of said Lot 1, Block 62; then along a 56.00 foot radius curve to the left with a delta of 64°53'56" and

a chord bearing N03°20'58"E, 60.09 feet to a point on the south line of Lot 2, Block 65, Lake Hills 25<sup>th</sup>; then S89°51'27"E, 194.24 feet along the south lines of Lots 2 and 1, Block 65 to the Point of Beginning. The herein described area to be vacated is 11500 square feet.

Is hereby discontinued, abandoned and vacated.

- 2. PUBLIC INTEREST. The discontinuance, vacation and abandonment of the above described **a portion of Right of Way within Lake Hills Subdivision 25<sup>th</sup> Filing** is in the best interest of the public and can be done without any public detriment.

PASSED by the City Council and APPROVED this 23<sup>rd</sup> day of June 2008.

THE CITY OF BILLINGS:

BY: \_\_\_\_\_  
Ron Tussing MAYOR

ATTEST:

BY: \_\_\_\_\_  
Cari Martin CITY CLERK



- X Title Report(s)
- X Comments from all Utilities
- X Map of R/W to be Vacated – ATTACHMENT NO. 1
- N/A Traffic Accessibility Study (When required by the City)

**AN APPLICATION FEE OF \$200 MUST ACCOMPANY THIS PETITION.**

Fee Received By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Engineers Office

**A DEPOSIT FOR AN APPRAISAL MUST ALSO ACCOMPANY THIS REQUEST.**

Deposit Amount: \_\_\_\_\_

Received By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Clerk

Copies of City of Billings Ordinance No. 80-4269 and 90-4822, establishing the procedure and compensation to the City of Billings for Discontinuance and Vacation of City Streets, Alleys, and Rights-of-Way, are attached for reference.

The application fee, as stated in BMC 22-602, will be set by the City Administrator after review by the staff. The City Clerk will advertise the public hearing at least one week before the petition is acted upon by the City Council.

This petition is to be returned to the City Clerk, PO Box 1178, Billings, MT 59103. (First Floor, City Hall)

This petition must be accompanied by the statements and reports as listed in BMC 22-601 (a), (b), (c), (d), (e), and (f). (Copy attached)

**CONTACT PERSON FOR PETITION:**

Greg Reid, WWC Engineering

Telephone No.: 406-894-2210

Mailing Address: 51 N 15<sup>th</sup> St., Ste1

Billings, MT 59101

Date: November 26, 2018

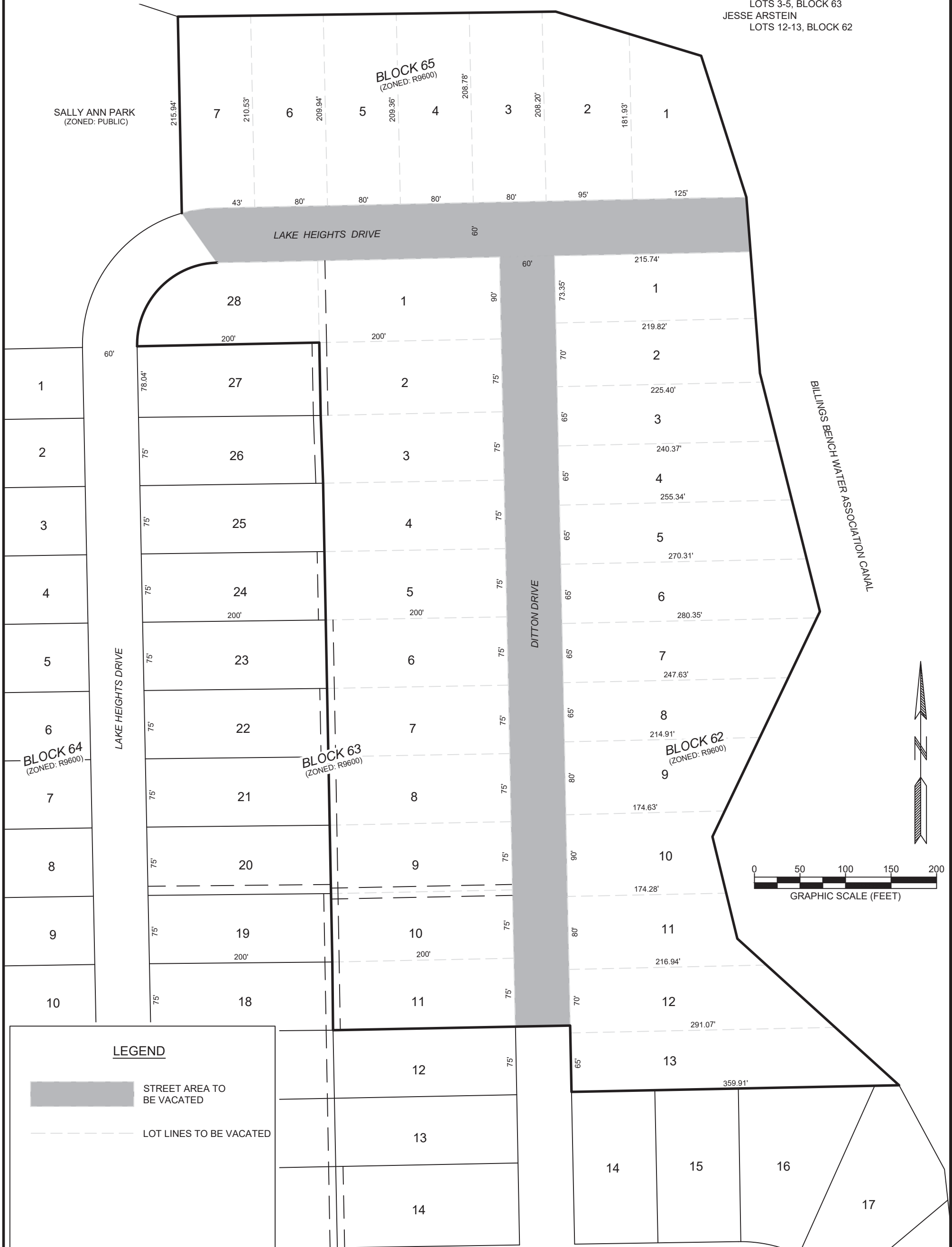
CITY COUNCIL ACTION: \_\_\_\_\_



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

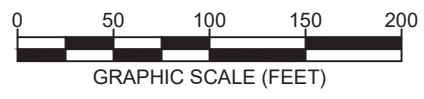
**COMPLETED FORM WITH ATTACHMENTS IS TO BE RETURNED TO BE FILED WITH THE CITY CLERK**


**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

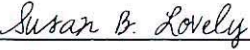
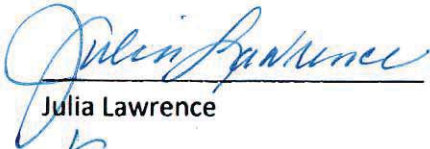
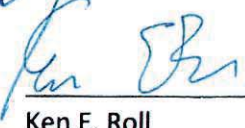



**LEGEND**  
 STREET AREA TO BE VACATED  
 LOT LINES TO BE VACATED



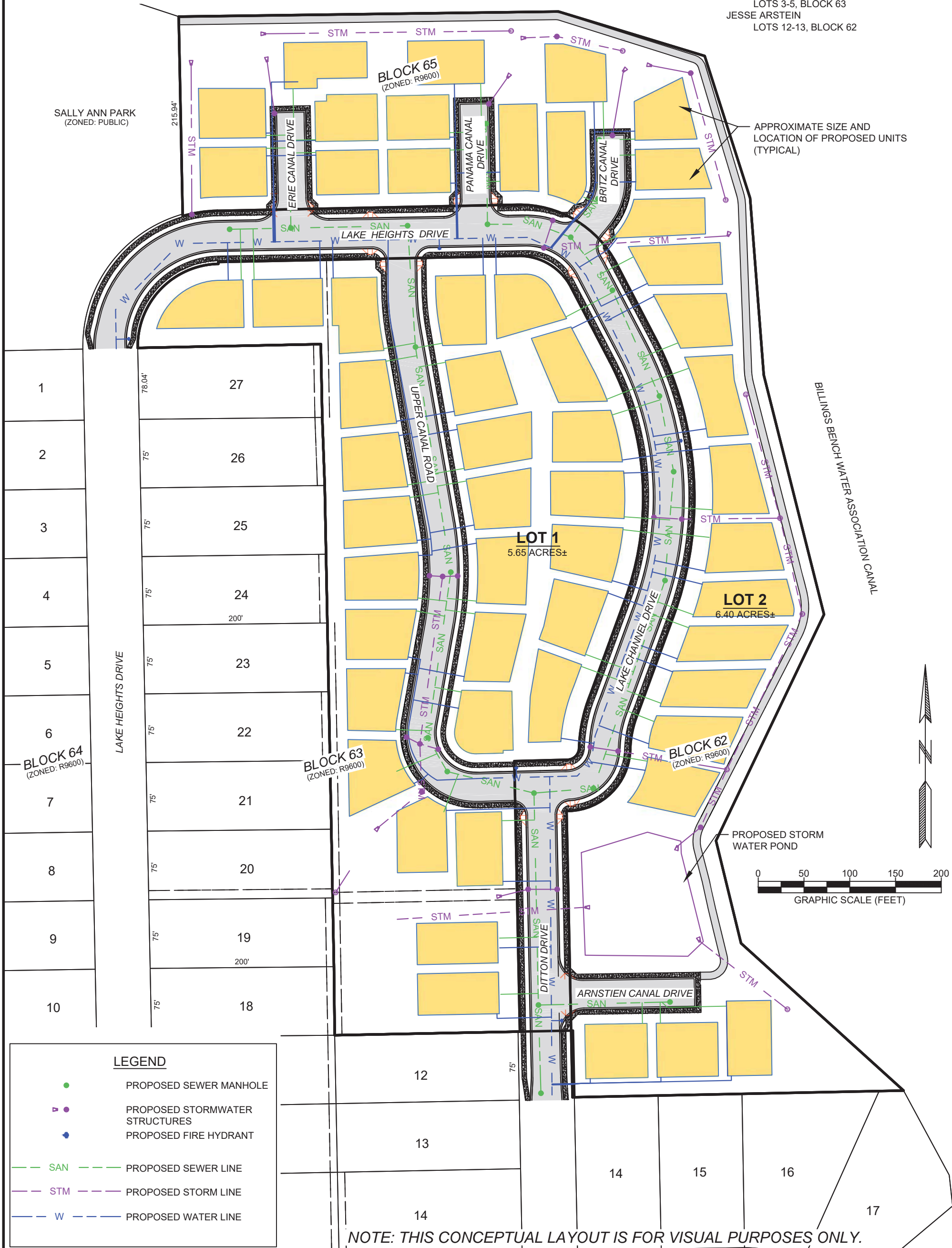
<b>T</b> SHEET NO. OF 2	<b>CANAL VISTA VACATION REQUEST</b>	DSGN	DATE	CKD	<b>PREPARED FOR:</b> CANAL VISTA OWNERSHIP GROUP	 WWC ENGINEERING 51 N 15TH STREET, SUITE 1 BILLINGS, MT 59101 (406) 894-2210	COPYRIGHT 2018 <small>WWC ENGINEERING, HEREBY RESERVES OUR COMMON LAW COPYRIGHT IN THIS DOCUMENT AND 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.</small>
		AMR	11/08/18	GTR			
		JOB # 18147			PLOT STYLE: WWC COLOR.ctb 17/01/2019 FILE PATH: K:\Billings\SL\18147\CADD\SURVEY\Canal Vista Road Vacation 2.dwg		

**Request to Vacate Public Right-of-Way Signatures**

<b><u>Signature</u></b>	<b><u>Date</u></b>	<b><u>Property Ownership</u></b>
 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  
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LOTS 4-6, BLOCK 65  
KEN E. ROLL  
LOTS 3-5, BLOCK 63  
JESSE ARSTEIN  
LOTS 12-13, BLOCK 62



APPROXIMATE SIZE AND LOCATION OF PROPOSED UNITS (TYPICAL)

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

BLOCK 64  
(ZONED: R9600)

BLOCK 63  
(ZONED: R9600)

BLOCK 62  
(ZONED: R9600)

LOT 1  
5.65 ACRES±

LOT 2  
6.40 ACRES±

**LEGEND**

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

<b>T</b> SHEET NO. <b>2</b> OF 2	<b>CANAL VISTA VACATION REQUEST</b>	<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> </table>	DSGN	DATE	CKD	AMR	11/08/18	GTR	REV	DATE	CKD							<p><b>PREPARED FOR:</b> CANAL VISTA OWNERSHIP GROUP</p>	<p>51 N 15TH STREET, SUITE 1 BILLINGS, MT 59101 (406) 894-2210</p>	<p>COPYRIGHT 2018</p> <p>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																
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<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>																			

## 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 15<sup>th</sup> St., Ste. 1 | Billings, MT 59101

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

[www.wwcengineering.com](http://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 15<sup>th</sup> St., Ste. 1 | Billings, MT 59101  
Tel 406-894-2210 | Fax 307-674-4265  
[www.wwcengineering.com](http://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](mailto:cwdbh@hotmail.com); [bkoch@YVEC.com](mailto:bkoch@YVEC.com); [dale.nafts@mdu.com](mailto:dale.nafts@mdu.com); Goodale, Gary L  
**Cc:** Greg Reid; [HertzC@ci.billings.mt.us](mailto: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.

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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**

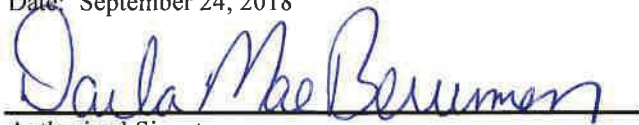
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY 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**

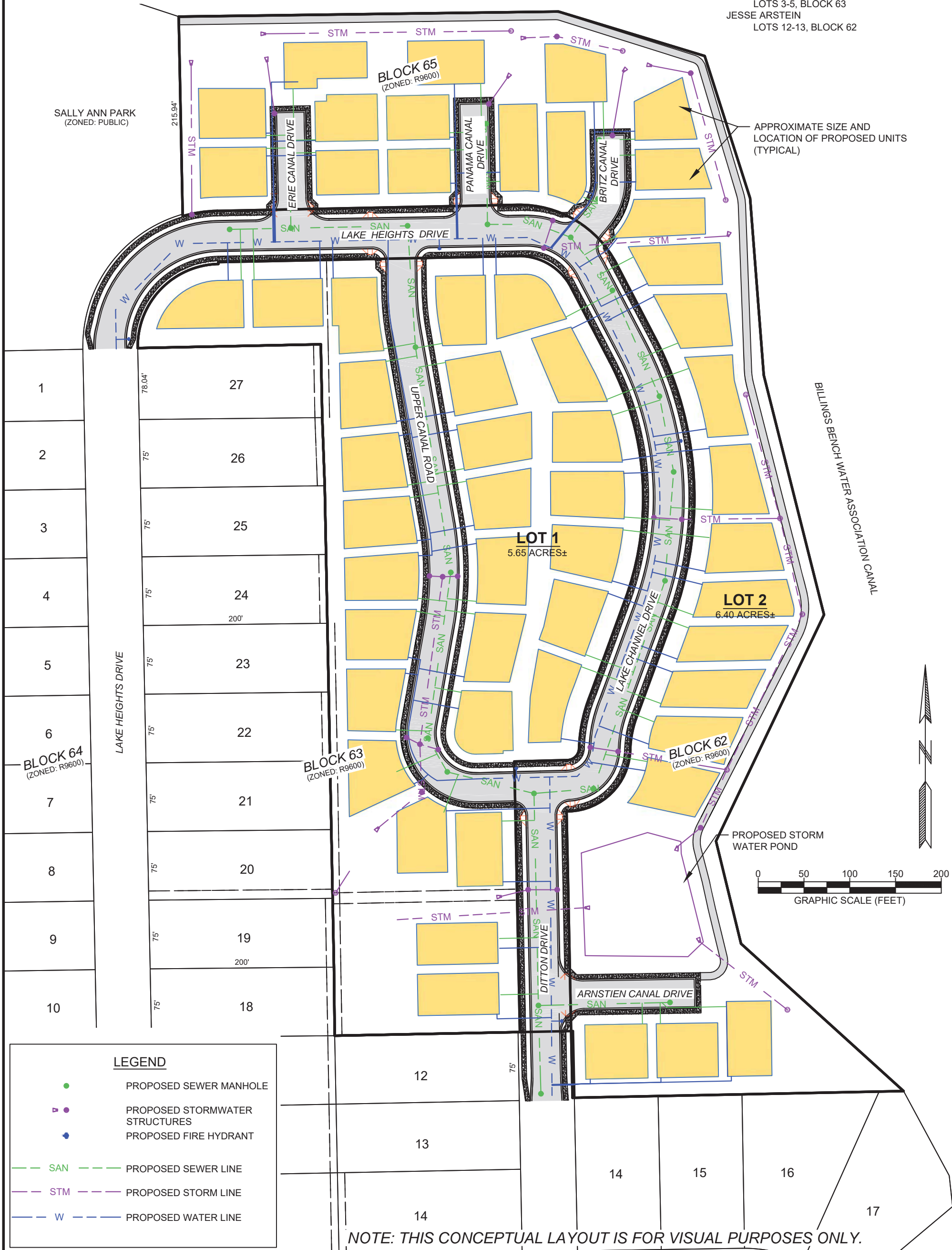
- 30. A Deed of Trust to secure an indebtedness of \$30,000.00; recorded July 03, 2018, under Document No. 3853659, of Official Records.**  
**Dated: June 27, 2018**  
**Grantor: Susan B. Lovely Inc. and Laure Taylor Inc.**  
**Trustee: American Title and Escrow**  
**Beneficiary: Stockman Bank of Montana**  
**(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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