CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

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

AGENDA

COUNCIL CHAMBERS **July 22, 2019** **5:30 P.M.**

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Joy

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

MINUTES:

- June 24, 2019
- July 8, 2019 - Pending

COURTESIES:

PROCLAMATIONS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: 1 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. **Bid Awards:**

1. **W.O. 19-47: Centennial Park Irrigation Pump.** (Opened 07/09/19) Recommend COP Construction, LLC; $374,469.

B. **Donation** to the Parks, Recreation and Public Lands Department from Friends of Billings Dog Parks to provide for the installation of the perimeter fencing and two drinking fountains as part of the development of the dog park at Centennial Park; $80,000.

C. **Change Order No. 2 - Centennial Park Development,** FirstMark Construction; $80,207.

D. **Amendment No. 18,** Reconstruction of the Airport Commercial Aircraft Ramps Professional Services Contract, Morrison-Maierle, Inc.; $468,187.

E. **Development Agreement** with Christopher Birkle for construction improvements at 506 Pemberton Lane.

F. **Acceptance of Land Water Conservation (LWCF) Grant** and authorization to entered into agreement with Montana Fish, Wildlife and Parks (FWP) for the Rose Park Playground improvements; $150,000.

G. **Acknowledge receipt of petition to vacate** a portion of Bonita Circle, Jay Lyndes, developer, WWC Engineering, petitioner, and set a public hearing for August 12, 2019.

H. **Tax Increment Financing Assistance** from East Billings Urban Renewal District (EBURD) to Trent Currie for demolition of two residences for future redevelopment; $36,000.

I. **Resolution** authorizing the issuance and calling for the negotiated sale up to $205,000 in sidewalk bonds (W.O. 18-02, Miscellaneous Improvements).

J. **Second/Final Reading Ordinance** amending the South Billings Boulevard Urban Renewal District (SBBURD) plan.

K. Bills for the week of:

1. June 17, 2019

2. June 24, 2019

REGULAR AGENDA:

2. **PUBLIC HEARING AND RESOLUTION** amending Downtown Parking Rates. The Billings Parking Board and Staff recommend 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:

Council Chambers are readily accessible to individuals with physical disabilities.

For more information or to make requests for special arrangements, please contact the City Clerk's Office at 657-8210 or e-mail bohlmand@billingsmt.gov *, 72 hours prior to the meeting date.*

Consent **1. A. 1.**

Regular City Council Meeting

Meeting Date: 07/22/2019
TITLE: W.O. 19-47 Centennial Park Irrigation Pump
PRESENTED BY: David Mumford, Public Works Director
Department: Public Works
Presentation: No

PROBLEM/ISSUE STATEMENT

W.O. 19-47: Centennial Park Irrigation Pump, is planned to install an irrigation pump at the Arnold Drain and the piping from the drain to Centennial Park for the irrigation system. The project was advertised on June 21st, June 28th, and July 5th, in the *Yellowstone County News* and on the City's website. Bids were opened on July 9th, 2019, and 3 bids were received. State law requires City Council to consider bids at the next Council meeting after opening bids. Staff needs more time to evaluate the bids to determine if this pump system is the best option for providing irrigation water to the park. An agenda item will be included on the August 12, 2019 council meeting with a bid recommendation. Staff is recommending that city council delay action on this item until that meeting.

ALTERNATIVES ANALYZED

City Council may:

- Delay action on the bid until the August 12, 2019 council meeting.

FINANCIAL IMPACT

The financial impact will be presented in the August 12, 2019 agenda memo.

RECOMMENDATION

Staff recommends that the City Council delay action on the bid award for W.O. 19-47.

APPROVED BY CITY ADMINISTRATOR

Consent **1. B.**

Regular City Council Meeting

Meeting Date: 07/22/2019

TITLE: Accept a Donation From The Friends of Billings Dog Parks

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

Department: Parks/Rec/Public Lands

Presentation: No

PROBLEM/ISSUE STATEMENT

The Friends of Billings Dog Parks is a group of volunteers that has been in existence since 2008. Their mission has been to raise funds to build dog parks in Billings. This group is responsible for raising all the funds to construct the dog park in the Heights (dedicated in 2011). The Friends of Billings Dog Parks would like to make a significant donation in the amount of $80,000.00 to provide perimeter fencing and two drinking fountains as part of the development of the dog Park at Centennial Park. Some of their funding was held by the Parks, Recreation and Preservation Foundation who have been instrumental as a depository for donors to make contributions.

ALTERNATIVES ANALYZED

City Council may:

- Approve the donation for $80,000.00 from the Friends of Billings Dog Parks for development of the dog park at Centennial Park, or;
- Disapprove the donation and provide additional guidance to staff.

FINANCIAL IMPACT

There will be no financial impact to the City. By approving this donation, a budget amendment will be required to establish the spending authority. The budget amendment will be a part of the FY20 first quarter budget amendments.

RECOMMENDATION

Staff recommends Council accept this very generous donation from the Friends of Billings Dog Parks in the amount of $80,000 to provide for the installation of the perimeter fencing and two drinking fountains as part of the development of the dog park at Centennial Park.

APPROVED BY CITY ADMINISTRATOR

Consent **1. C.**

Regular City Council Meeting

Meeting Date: 07/22/2019

TITLE: Centennial Park Development - Change Order #2

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

Department: Parks/Rec/Public Lands

Presentation: No

PROBLEM/ISSUE STATEMENT

On May 13, 2019, Council approved a contract for development of the first phase of Centennial Park. As part of the bidding process there were a number of Additive Alternates that the contractor provided costs for in the event that the City would want to accept that cost to do additional work. Change Order #2 is to accept two of the Additive Alternates for improvements to the dog park identified in the Centennial Park Master Plan. The first is to provide perimeter fencing at a cost of $57,337. The second is to provide two drinking fountains at a cost of $22,870, for a total of $80,207. The Friends of Billings Dog Parks, a group that funded the development of the dog park in the Heights and has been in existence since 2008, has raised significant funds for the development of dog parks in Billings. They are volunteering to donate at total of $80,000 to go toward these two Additive Alternates for the development of the dog park at Centennial Park. The remaining $207 will come from project funds. Also as a part of this change order there are 8 quick couple valves proposed to be added to the irrigation system to allow for more efficient maintenance operations and to aid in the winterization of the irrigation system each fall. The cost for the quick couple valves is $2,360. Funds for these quick couple valves will come from project funds. Total amount for Change Order #2 is $82,567. See Change Order #2 Attachment A. Change Order #2 is coming before Council for consideration and approval because Change Order #2 exceeds the signing authority of the City Administrator.

ALTERNATIVES ANALYZED

City Council may:

- Approve Change Order #2 to install the perimeter fence and two drinking fountains for the dog park at Centennial Park and 8 quick couple valves to the irrigation system, or;
- Disapprove Change Order #2 and provide staff with additional guidance.

FINANCIAL IMPACT

There will be no additional financial impact to the City. The Friends of Billings Dog Parks will provide $80,000 to fund the two Additive Alternates that will provide perimeter fencing and two drinking fountains for the dog park. The remaining $207 and the $2,360 (a total of $2,567) will come from project funds. By approving this change order, a budget amendment will be required to establish the spending authority. The budget amendment will be a part of the FY20 first quarter budget amendments.

RECOMMENDATION

Staff recommends that Council approve Change Order #2 accepting the two Additive Alternates to provide perimeter fencing and two drinking fountains as part of the development of the dog park at Centennial Park along with the 8 quick couple valves.

APPROVED BY CITY ADMINISTRATOR

Attachments

Change Order #2 Centennial

Change Order

No. 02

Date of Issuance: July 8, 2019 Effective Date: July 8, 2019

Project: Centennial Park	Owner: City of Billings	Owner's Contract No.:
Contract: General Construction		Date of Contract: May 14, 2019
Contractor: FirstMark Construction		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

1. Complete all work associated with ALTERNATE BID 11: DOG PARK FENCING. Add: $57,337.00
2. Complete all work associated with ALTERNATE BID 14: DOG PARK DRINKING FOUNTAINS. Add: $22,870.00
3. Install (8) quick coupling valves on the irrigation submain as indicated on the accompanying plan. (Unit Price- $295/EA) Add: $2,360.00

Attachments (list documents supporting change):

1. CO2 S I-101-Irrigation ML routing.pdf

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: ☐ Working days ☒ Calendar days
$1,945,525.00	Substantial completion (days or date): 150 days
	Ready for final payment (days or date): 14 days after SC
Increase [~~Decrease~~] from previously approved Change Orders No. N/A to No. 1:	Increase [~~Decrease~~] from previously approved Change Orders No. N/A to No. 1:
$ 176,204.00	Substantial completion (days): 1 day
	Ready for final payment (days): 14 days after SC
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
$2,121,729.00	Substantial completion (days or date): 151 days
	Ready for final payment (days or date): 14 days after SC
Increase [~~Decrease~~] of this Change Order:	Increase [~~Decrease~~] of this Change Order:
~~$82,576.00~~ 82,567.—	Substantial completion (days or date): 2 days
	Ready for final payment (days or date): 14 days after SC
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
~~$2,204,305.00~~ 2,204,296.—	Substantial completion (days or date): 153 days
	Ready for final payment (days or date): 14 days after SC

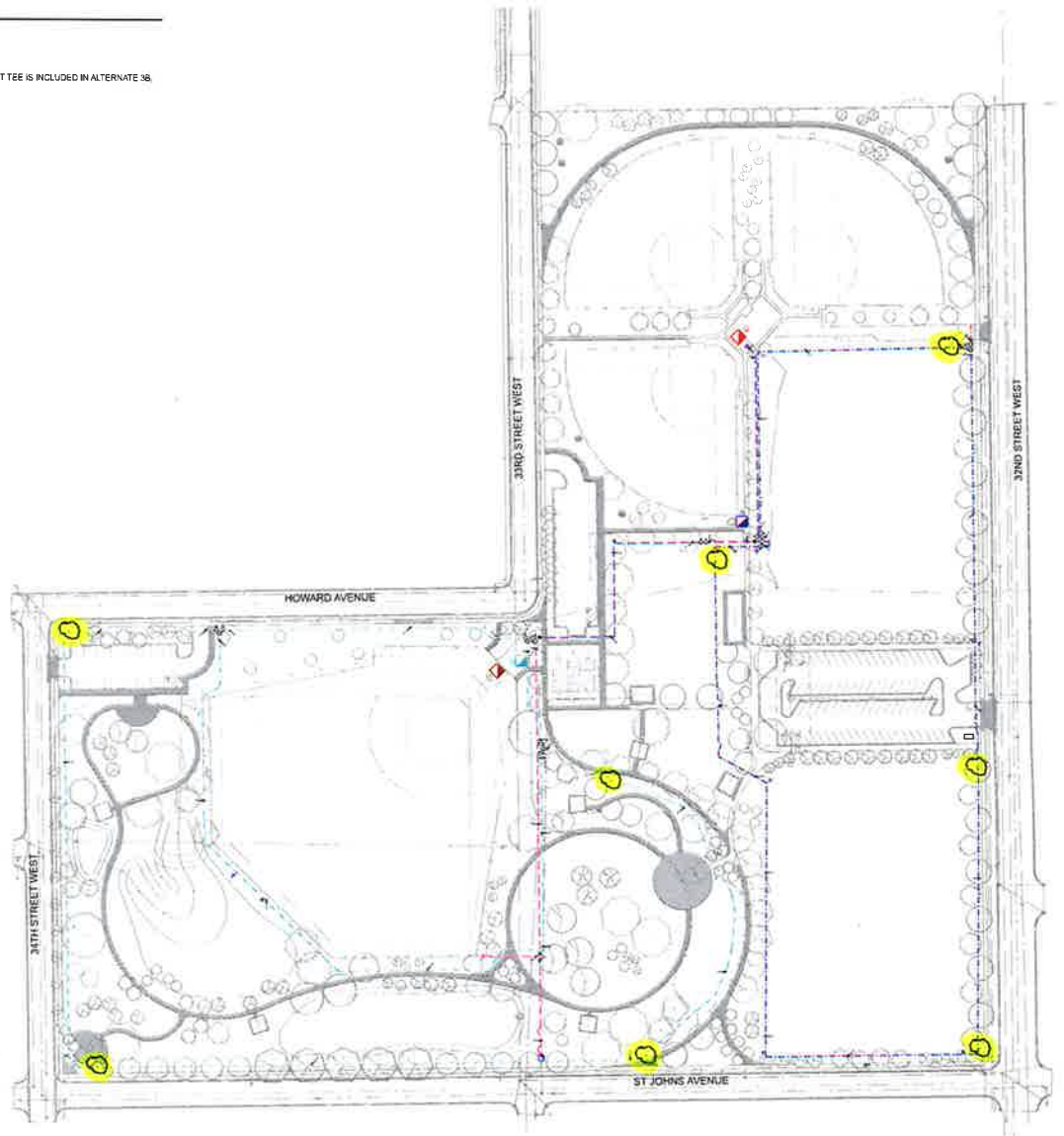
RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Landscape Architect (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: July 8, 2019	Date: _____	Date: 7-8-19

Approved by Funding Agency (if applicable):

_____ Date: _____

LEGEND:

- MAINLINE FROM EXISTING POTABLE WATER SUPPLY.
- ~~MAINLINE FROM WELL TO PUMP CONTROLS, ALTERNATE 3B.~~
- MAINLINE FROM PUMP CONTROLS TO EXISTING POC AT TRIPLEX AND NEW SUBMAINLINES. MAINLINE FROM CONTROLS TO FIRST TEE IS INCLUDED IN ALTERNATE 3B.
- SUBMAINLINE AT DOG PARK.
- SUBMAINLINE AT OPEN SPACE.
- ~~SUBMAINLINE AT TRIPLEX, ALTERNATE 7.~~
- A NEW CONTROLLER AT OPEN SPACE.
- NEW CONTROLLER AT DOG PARK.
- C EXISTING CONTROLLER AT TRIPLEX TO REMAIN. ADJUST LOCATION AS NOTED ON I-105.
- D EXISTING CONTROLLER AT MUSSBERGER FIELD TO REMAIN.
- EXISTING POTABLE POC. TEMPORARY IRRIGATION SOURCE.
- ~~PROPOSED WELL, ALTERNATE 3.~~
- ~~PUMP CONTROLS, ALTERNATE 3B.~~
- MASTER VALVE/FLOW SENSOR.
- QUICK COUPLER LOCATION



NOT ORIGINAL DRAWING - COORDINATE WITH ORIGINAL BID DOCUMENTS

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CENTENNIAL PARK
OVERALL IRRIGATION MAINLINE ROUTING & CONTROL PLAN

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STEINER THUESEN PLLC

STEINER THUESEN PLLC
COLT COLLINS ARCHITECTURE
IRRIGATION DESIGN
LANDSCAPE ARCHITECTURE
1905 GRAND AVE, SUITE 101
P.O. BOX 2240
BILLINGS, MT 59104
406.252.6246 FAX 245-0920

DRAWN BY: SDS
DATE: 04/05/19
CHECKED BY: NDS
DATE: 04/05/19
REV: 6/3/19
REV: 7/2/19
FILE: S:\01\IRRIGATION\I-ROUTING.DGN

SHEET
I-101

Consent **1. D.**

Regular City Council Meeting

Meeting Date: 07/22/2019

TITLE: Approval of Amendment 18 with Morrison-Maierle, Inc. for Engineering Services for the Reconstruction of the Airport Commercial Aircraft Ramps

PRESENTED BY: Kevin Ploehn, Director of Aviation and Transit

Department: Airport

Presentation: No

PROBLEM/ISSUE STATEMENT

On April 10, 2017, the City Council approved a five-year contract with Morrison-Maierle, Inc. to provide all of the Airport's project designs, surveys for the development of the project plans, and contract administration, all following the design criteria required by the Federal Aviation Administration (FAA) in order to qualify for Airport Improvement Program (AIP) grant funding for the project. The five-year term contract is amended each time a project is undertaken. Amendment 18, for $468,187, will provide the final design and specifications, bidding process, survey, and construction management for the Airport Commercial Aircraft Ramp Replacement project. This project is made up of two schedules to replace two sections of concrete ramp that have become inflicted with Alkali-Silica Reaction (ASR). ASR is a reaction that occurs over time in the concrete between the highly alkaline cement paste and the reactive non-crystalline silica found in many common aggregates and is usually triggered by excessive moisture, resulting in the spalling of the concrete and a loss of strength. Additives are now added to the concrete mixture to prevent ASR from happening in the new concrete. This project will be funded with FAA AIP 60 grant funds at 90% with a 10% local match.

The scope of work and associated engineering fees for these services have been reviewed by T-O Engineering and negotiated by staff, and subsequently approved by the FAA. The FAA requires that all engineering fees be reviewed by the Airport's in-house engineer or by a second contracted engineering firm. T-O Engineering was contracted to perform the secondary review, providing staff with a second engineering number to negotiate the fees with.

ALTERNATIVES ANALYZED

City Council may:

- Approve Amendment 18 with Morrison-Maierle for the final design and construction management for the Reconstruction of the Airport Commercial Aircraft Ramps; or
- Disapprove Amendment 18 with Morrison-Maierle and delay the project.

FINANCIAL IMPACT

The total cost of Amendment 18 with Morrison-Maierle for the engineering services required for the Reconstruction of the Airport Commercial Aircraft Ramps is $468,187. This project will be funded with FAA AIP grant funds at 90% ($421,368.30) and 10% local match ($46,818.70). This project is included in the Airport's CIP and budget, and the local funds are available in the Airport's Capital account.

RECOMMENDATION

Staff recommends that the City Council approve Amendment 18 with Morrison-Maierle, Inc. for the engineering services associated with the Reconstruction of the Airport Commercial Aircraft Ramps, for the amount of $468,187.

APPROVED BY CITY ADMINISTRATOR

Consent **1. E.**

Regular City Council Meeting

Meeting Date: 07/22/2019

TITLE: Development Agreement with Christopher Birkle at 506 Pemberton Lane

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

The property owner, Christopher Birkle, at 506 Pemberton Lane is desiring to construct improvements on the property in order to have a storage area. These improvements include fencing and graveling of the property. In the future, the property owner desires to upgrade the property to possibly include mixed-use buildings. As a condition of the initial development, the city staff decided it would be beneficial to enter into a development agreement with the property owner identifying off-site improvements and the timing of the construction of the improvements. The property owner has submitted the attached Development Agreement for consideration by the Council. The Development Agreement include necessary future improvements to Pemberton Lane and Lake Elmo Drive.

ALTERNATIVES ANALYZED

City Council may:

- Approve the development agreement with the property owner; or
- Disapprove the development agreement. If the agreement is not approved, the responsibility for infrastructure improvements will not be clearly identified as the property owner's responsibility.

FINANCIAL IMPACT

There is no financial impact to the City with acceptance of this development agreement. If the agreement is not accepted, the City may become responsible for improvements instead of the developer.

RECOMMENDATION

Staff recommends that the City Council approve the development agreement with Christopher Birkle.

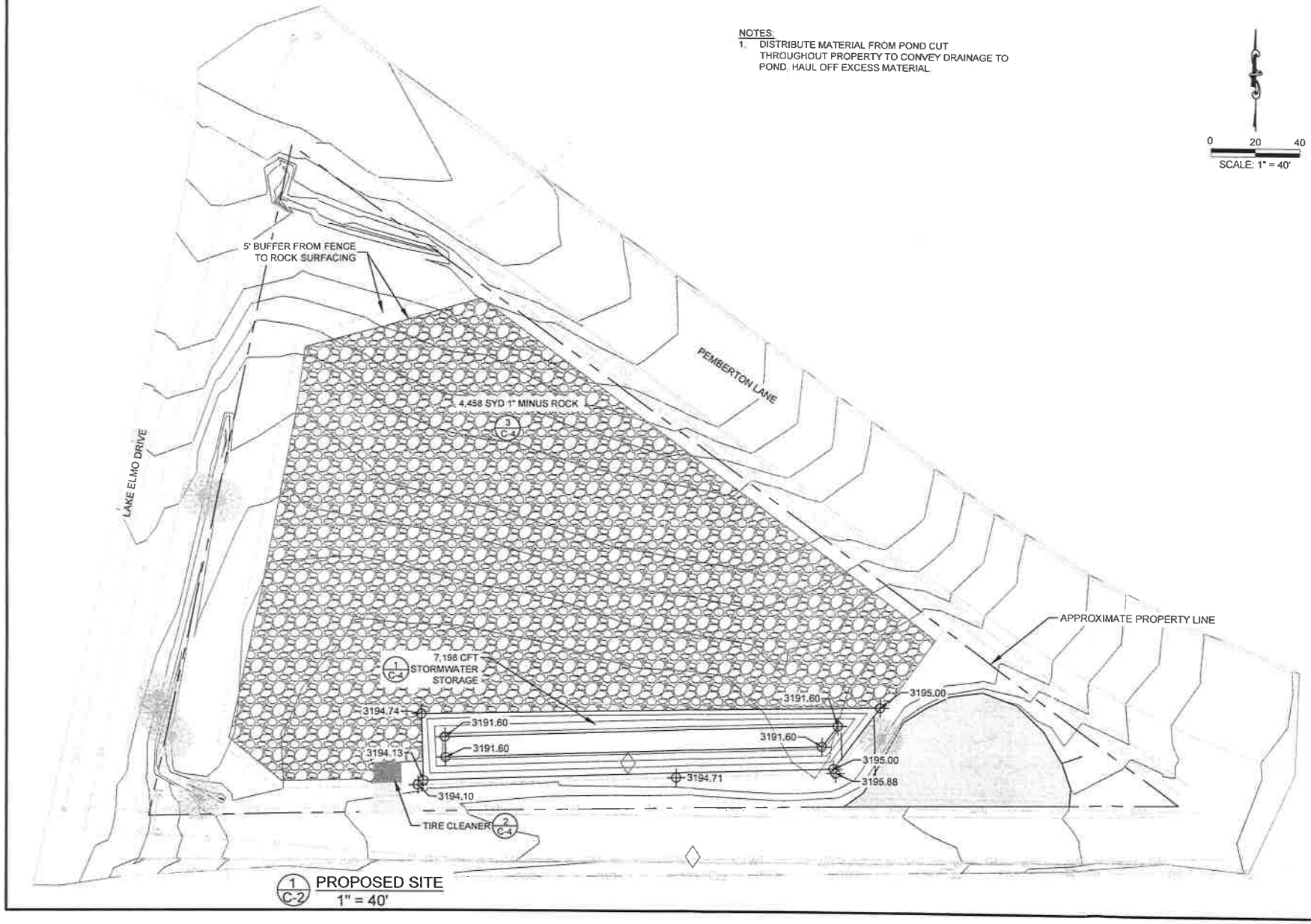
APPROVED BY CITY ADMINISTRATOR

Attachments

Exhibit

Development Agreement

NOTES:
1. DISTRIBUTE MATERIAL FROM POND CUT THROUGHOUT PROPERTY TO CONVEY DRAINAGE TO POND. HAUL OFF EXCESS MATERIAL.



1 C-2 PROPOSED SITE
1" = 40'

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

CHRIS BIRKLE
PO BOX 3352
BILLINGS, MT 59103
(406) 396 - 4111

	DSGN	DATE	CKD
	SMT	2/19/19	TJK
	REV	DATE	CKD

JOB # 2018-269

HOLLING RANCH TRACT A
STORMWATER MITIGATION

PROPOSED SITE

C

SHEET NO. 3

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this _____ day of June, 2019, by and between **Christopher P. Birkle**, whose address for the purpose of this agreement is 506 Pemberton Lane, Billings, MT, 59105, hereinafter referred to as "Landowner" and The **CITY OF BILLINGS**, Montana, a municipal corporation, c/o City Hall, Billings, Montana, 59101, hereinafter referred to as "City."

WHEREAS, Landowner is the owner of certain real property situated in Yellowstone County, Montana, more particularly described as follows:

1.59 acres, Holling Ranch Subd., S15 T01 N, R26 E, Lot A,
Yellowstone County, MT, hereinafter referred to as "Property."

WHEREAS, Landowner has indicated his wish to change the use of Property from its current native state to a for-profit open storage area, hereinafter referred to as "Business." As requested by City, Landowner has submitted a Stormwater Management Plan for Property, hereinafter referred to as "Plan," *attached hereto as Exhibit A*.

WHEREAS, City has approved Plan, contingent only upon execution of this Development Agreement between City and Landowner.

WHEREAS, Landowner has indicated to City that Business is designed to be a catalyst for future development of Property beyond Plan. More specifically, Landowner currently envisions mixed-use facilities, similar to the newly built apartments with retail on ground level, located at Shiloh and Central Avenue. The retail portion would cater to residential needs from residents on Property and surrounding areas, including from possible future residential developments North of Pemberton Lane.

WHEREAS, Considering Property's proximity to Lake Elmo State Park, Landowner and City mutually agree that determining the ultimate development of Property should be done in the spirit of cooperation and good faith between the parties.

City and Landowner agree that the foregoing terms and recitals are material to this Development Agreement, and that each party has relied on the material nature of such terms and recitals in entering into this Development Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties do hereby agree as follows:

A. ***Term of Agreement.*** This Development Agreement shall be effective for a period of Ten (10) years from the date it is fully executed, unless extended or shortened by mutual agreement of Landowner and City.

B. ***Timeline.*** On an annual basis starting from the date this Agreement is fully executed, Landowner and City shall, orally or in writing, discuss plans for the ultimate development

of Property. Except for items 1 and 2 below, Landowner shall have the right to develop Property in such order and at such rate and at such times as Landowner deems appropriate within the exercise of his subjective business judgment. The future installation of off-site improvements shall be completed as follows:

1) ***Landscaping.*** When Property is further developed beyond Plan, but no later than two (2) years from the date this Agreement is fully executed, landscaping shall be installed along the frontage of Property in accordance with current City regulations.

2) ***Curb, Gutter, Sidewalks.*** When Property is further developed beyond Plan, but no later than four (4) years from the date this Agreement is fully executed, curb and gutter, necessary street widening and a 5-foot boulevard sidewalk meeting City standards shall be constructed along the frontage of Property. Landowner shall be responsible for associated costs; City may share cost of construction of a multi-use path along Pemberton Lane.

3) ***Sanitary Sewer.*** When Property is further developed beyond Plan and a connection to the City sanitary sewer system is desired or required, Landowner shall be responsible for associated costs of connection, including payment of system development fees and connection permit fees at the time of sewer connection.

4) ***Water.*** When Property is further developed beyond Plan and a connection to the Billings Heights Water District system is desired or required, Landowner shall be responsible for associated costs of connection, including payment of system development fees and connection permit fees at the time of water connection.

5) ***Storm Water.*** City acknowledges that Plan is in full compliance with all federal, state, and local statutes, regulations and requirements of the City of Billings Stormwater Management Manual (2018). Any future development shall have to be in compliance with the City of Billings Stormwater Management Manual in affect at the time of development.

C. ***Other Public Improvements.*** For any other improvement not specifically listed in this Agreement, Landowner shall execute a Waiver waiving the right to protest the creation of one or more Special Improvement District(s).

D. ***Vested Rights of Landowner.*** During the term of this Development Agreement, in developing Property consistent with Plan or future development beyond Plan, Landowner, his successors and assigns, is assured, and City agrees, that the development rights, obligations, terms and conditions specified in this Agreement, are fully vested in Landowner, his successors and assigns, and may not be changed or modified by any legislative act by City, except as may be expressly permitted by, and in accordance with,

the terms and conditions of this Agreement, including the Exhibits hereto, or as expressly consented thereto by Landowner, his successors and assigns.

E. ***Compliance.*** Nothing herein shall be deemed to exempt the Property from compliance with any current City laws, rules, regulations, or policies that are applicable to the development, redevelopment, or use of Property. To the extent that any future City laws, rules, regulations, or policies are inconsistent with Landowner's rights under this Agreement, the laws, rules, regulations, or policies in effect at the time this Agreement is fully executed shall apply.

F. ***Covenant of Good Faith and Fair Dealing.*** Each Party shall use its best efforts and take and employ all necessary actions to ensure that the rights secured by the other Party can be enjoyed and no Party shall take any action that will deprive the other Parties of the enjoyment of the rights secured through this Agreement.

G. ***Minor Modifications.*** Minor modifications from the approved permits or the Exhibits attached hereto or to future developments may be approved by City staff and shall be entitled to administratively approve minor amendments to this Agreement without an amendment to this Agreement.

H. ***Runs with Land.*** The covenants, agreements, and all statements in this Agreement and in the incorporated and attached Waiver shall run with the land for the term of the Agreement and shall be binding on the heirs, personal representatives, successors and assigns of the respective parties.

I. ***Severability.*** If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties.

J. ***Attorney's Fees.*** 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, then the prevailing party shall be entitled to reasonable attorney fees and costs, including those fees and costs of in-house counsel and fees and costs if Landowner is self-represented, self-representation fees to be based on eighty dollars ($80) per hour.

K. ***Termination.*** Landowner only shall have the right to terminate this Agreement, without liability, by giving written notice to City within two (2) years after this Agreement is fully executed.

L. ***Effect of Termination*****.** If Landowner elects to terminate this Agreement, Landowner shall install curb, gutter, and necessary street widening and a 5-foot boulevard sidewalk meeting City standards along the frontage of Property prior to one (1) year from the date of Landowner's written termination. Landowner shall be responsible for associated costs.

M. ***Amendments and Modifications.*** Any amendments or modifications of this Agreement 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.

N. ***Transfer of Ownership*****.** In the event of transfer of ownership of all or any portion of the Property, the benefits accruing to, and the obligations placed upon the Landowner under this Agreement shall run with the land and title to Property and inure to the benefit of, and be binding upon each person having any right or title or other legal interest in Property with respect to that party's interest in Property. This Agreement shall be deemed to create privity of contract and estate with and among all persons and entities acquiring any interest in the Property subsequent to the date hereof.

O. ***Governing Law.*** This Agreement shall be governed and construed in accordance with the laws of the state of Montana.

P. ***Counterparts.*** This Agreement may be executed in counterparts, with each Party sending a .pdf of its signature to the other Party via email transmission. This Agreement, when fully executed and signature pages exchanged as provided herein shall be effective as the original document.

Q. ***Entirety.*** This Agreement constitutes the entire Agreement between City and Landowner, and any other Agreements between the parties, unless reduced to writing and executed by the parties shall be null and void.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

"Landowner" By: _____

Christopher P. Birkle

STATE OF MONTANA)
: ss
County of Yellowstone)

On this _____ day of _____, 2019, before me, a Notary Public for the State of Montana, personally appeared _____and _____, known to me to be the persons who executed the foregoing instrument as the Landowner of 510 Pemberton Lane, Billings, Montana and acknowledged to me that he/she executed the same.

_____
Notary Public for the State of Montana
Printed Name: _____
Residing at Billings, Yellowstone County, Montana
My commission expires: _____

This agreement is hereby approved and accepted by the City of Billings, this _____ day of _____, 2019.

"CITY" CITY OF BILLINGS, MONTANA

By: _____
Mayor

Attest:_____
City Clerk

Approved as to Form:

_____
City Attorney

STATE OF MONTANA)
: ss
County of Yellowstone)

On this _____ day of _____, 2019, before me, a Notary Public for the State of Montana, personally appeared _____ and _____ _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to in the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

_____
Notary Public for the State of Montana
Printed Name: _____
Residing at Billings, Yellowstone County, Montana
My commission expires: _____

WAIVER OF RIGHT TO PROTEST

FOR VALUABLE CONSIDERATION, the undersigned, Owner of the hereinafter described real property, does hereby waive the right to protest the formation of one or more Special Improvement Districts (SID) for the construction, reconstruction or maintenance of streets, curbs, gutter, concrete ribbons, sidewalks, driveways, survey monuments, street name signs, street lights, street light energy and maintenance, traffic control devices on-site and off-site inclusive as determined by an overall traffic accessibility study, specific realignments or relocation of sanitary sewer lines and water lines, valley gutters, culverts, storm sewer lines, if any, either within or without the area And other incidental improvements which the City of Billings may require.

The Waiver and Agreement shall run with the land and shall be binding upon the undersigned, its successors and assigns, and shall be recorded in the office of County Clerk and Recorder of Yellowstone County, Montana.

The real property hereinabove mentioned is more particularly described as follow to wit:

WAIVER signed and dated this _____day of _____ , 2013.

By Christopher P. Birkle
By:_____

STATE OF _____)
:ss.
County of _____)

This instrument was acknowledged before me on _____, 20__ by Christopher P. Birkle

_____
Print Name
(SEAL) Notary Public for the State of Montana
Residing in: _____
My Commission expires: ___/___/ 20___

Chr

Consent **1. F.**

Regular City Council Meeting

Meeting Date: 07/22/2019

TITLE: Land Water Conservation Fund Grant Agreement

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

Department: Parks/Rec/Public Lands

Presentation: No

PROBLEM/ISSUE STATEMENT

The playground at Rose Park has reached the end of its useful life and needs to be replaced. In the FY18 budget, Council approved $270,000 for the playground replacement. On February 26, 2018 Council approved a resolution allowing staff to apply for a Land Water Conservation (LWCF) Grant for additional improvements to the playground. On May 21, 2018, Montana Fish, Wildlife and Parks (FWP) notified the Parks and Recreation Department of tentative approval of our grant application in the amount of $150,000. On June 24, 2019, Montana FWP notified the Parks and Recreation Department of the grant award. In order to receive the grant funding, the City must enter into an agreement with the State of Montana, see agreement attached. With this grant the Rose Park Playground Replacement project will have a total funding of $420,000.

ALTERNATIVES ANALYZED

City Council may:

- Approve the agreement between the City and Montana FWP to receive the grant funds in the amount of $150,000, or;
- Disapprove the agreement and provide staff with additional guidance.

FINANCIAL IMPACT

Funding for the Rose Park Playground improvements will come from $270,000 as approved in the FY18 budget and $150,000 from the LWCF grant funds, for a total of $420,000. There will be no additional impacts to the City.

RECOMMENDATION

Staff recommends that Council approve the agreement for the LWCF grant fund and enter into that agreement with the State of Montana.

APPROVED BY CITY ADMINISTRATOR

Attachments

LWCF Grant Agreement - Rose Park

Land and Water Conservation Fund Grant Agreement
Between State of Montana and Subrecipient

THIS AGREEMENT ("Agreement"), entered into this **24th** day of **June**, 2019, by and between MONTANA FISH, WILDLIFE & PARKS, the governmental agency of the State of Montana designated to act for the State of Montana for the purpose of implementing the "Land & Water Conservation Fund Act of 1965," with its principal place of business at 1420 East Sixth Avenue, Helena, Montana, ("Department"), and the **City of Billings** in Montana, a Subrecipient of the State of Montana ("Subrecipient") (collective the "Parties" or a "Party").

The purpose of this Agreement is to **Construct an ADA Playground** as outlined in the Subrecipient Agreement Cover Form (Appendix A). The Subrecipient Cover Form is hereby incorporated into and made part of this Agreement.

WITNESSETH:

WHEREAS, the Subrecipient desires to construct the improvements cited herein in **Billings**, Montana, for the purpose of public outdoor recreation, and to qualify for reimbursement of a portion of the cost of said construction project under the "Land & Water Conservation Fund Act of 1965," 78 Stat. 897 (1964), Laws of the United States ("LWCFA" or the "Act"), which provides certain federal funds to be made available to participating state agencies or units of local government for the acquisition and development of land and water projects for outdoor recreation uses by the general public; and,

WHEREAS, it is the duty of the Department to share in the responsibility for administration of said project and to determine satisfactory completion, and further to act as agent for the National Park Service, United States Department of the Interior, to assure satisfactory performance;

WHEREAS, the Department and the Subrecipient desire to accomplish the Project described, and the Department has contracted with the National Park Service, an agency of the United States, for Federal reimbursement for certain costs of this Project as set forth below, and it is now necessary for the Department and the Subrecipient to execute this Agreement for the qualification and completion of said project;

NOW, THEREFORE, in consideration of the covenants to be performed by each party on behalf of the other, as set forth below, IT IS HEREBY UNDERSTOOD AND AGREED by and between the Parties as follows:

Part I – Definitions
The following definitions apply to this Agreement:

A. The term "State" means the State of Montana.

B. The term "Subrecipient" means the State agency or local government unit that is a Party to this Agreement. For purposes of these provisions, the terms "Subrecipient," "grantee," and "participant" are deemed synonymous.

C. The term "Project" means a Land and Water Conservation Fund grant that is identified in the project scope which is subject to this Agreement and/or its subsequent amendments.

D. The term "NPS" or "Service" means the National Park Service, United States Department of the Interior.

E. The term "Secretary" means the Secretary of the Interior, or any representative lawfully delegated the authority to act for the Secretary.

F. The term "Federal Funds" or "Fund" refers to the financial resource created and maintained through authority and operation of the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964), as amended.

G. The term "Manual" means the Land and Water Conservation Fund Federal Assistance Program Manual, Volume 69, effective date October 2, 2008. The manual can be found in its entirety at https://www.nps.gov/subjects/lwcf/upload/lwcf_manual.pdf .

H. The term "Uniform Guidance" refers to 2 CFR 200 and can be found in its entirety at https://www.ecfr.gov/cgi-bin/text-idx?SID=e891ff9b827f00ea9b9b773b97a609ac&node=pt2.1.200&rgn=div5#se2.1.200_1320.

Part II – Continuing Assurances

The Subrecipient agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of this Agreement.

The Subrecipient confirms it has reviewed and agrees to comply with the Special Conditions Appendix attached to this Agreement. The Appendix is hereby incorporated into and made part of this Agreement (Appendix B).

Applicable Federal Circulars

The Subrecipient shall comply with applicable regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this federally assisted project, including but not limited to:

- The Uniform Guidance, 2 CFR 200, which supersedes and streamlines requirements from OMB Circulars A-21, A-87, A-110 and A-122; Circulars A-89, A102, and A-122; and,
- 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior.

The Parties specifically recognize that the Land and Water Conservation Fund project creates an obligation to maintain the property described in the project agreement and supporting application documentation consistent with the Land and Water Conservation Fund Act and the following requirements.

Further, it is the acknowledged intent of the Parties that recipients of assistance will use monies granted herein for the purposes of this program and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a subrecipient's outdoor recreation.

It is intended by both Parties that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

The Subrecipient agrees, as the recipient of this assistance, that it will meet the following specific requirements and the terms of this Agreement:

A. Perpetuity

1) The Subrecipient agrees the Project is being acquired or developed with Land and Water Conservation Fund assistance and shall be maintained in perpetuity for public outdoor recreation. If Subrecipient removes the Project from outdoor public recreation either through the sale of the project area or a conversion to a non-outdoor public recreation, the Subrecipient acknowledges it is responsible for all costs associated with the replacement of the converted Project area and the subsequent construction of a new facility. Any replacement of the Project, in whole or in part, must be completed in compliance with the Manual and the Act. ***All conversion/replacement processes must be coordinated through and with the approval of the Department.***

2) The Department shall approve such conversion only if it is in accord with the then existing State Comprehensive Outdoor Recreation Plan and only upon such conditions as deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonable equivalent usefulness and location pursuant to Title 36 Part 59.3 of the *Code of Federal Regulations*. This replacement becomes subject to Section 6(f)(3) protection. The approval of a conversion shall be at the sole discretion of the Secretary, or his designee. Prior to the completion of this project, the Subrecipient and the Department may mutually alter the area described in the project agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f)(3) protection as Fund reimbursement is provided.

3) In the event the Department provides Land and Water Conservation Fund ("LWCF") assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the Subrecipient agrees to notify the Department of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to: leased properties acquired and/or developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the Department; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the Department.

4) In the event the project covered by the project agreement cannot be completed in accordance with the plans and specifications for the project; the Subrecipient shall bring the project to a point of recreational usefulness agreed upon by the Subrecipient and the Department.

5) The Subrecipient further agrees, therefore, that the appropriate remedy in the event of a breach by the Subrecipient of this Agreement shall be the specific performance of this Agreement or the submission and approval of a conversion-of-use request as described above.

B. Project Maintenance

The Subrecipient agrees that the property and facilities described in this Agreement shall be operated and maintained, at the sole expense of the Subrecipient, as prescribed by Manual requirements and published post-completion compliance regulations (Title 36 Part 59 of the *Code of Federal Regulations*), including the following:

1. The property shall be maintained so as to appear attractive and inviting to the public.

2. Sanitation and sanitary facilities shall be maintained in accordance with applicable State and local public health standards.

3. Properties shall be kept reasonably open, accessible, and safe for public use. Fire prevention, lifeguard, and similar activities shall be maintained for proper public safety.

4. Buildings, roads, trails and other structures and improvements shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration and to encourage public use.

5. The facility shall be kept open for public use at reasonable hours and times of the year, according to the type of area or facility.

6. All new utility lines associated with this Agreement, and all future utility lines constructed after the completion of the project described in this Agreement, will be placed underground.

7. Subrecipient shall provide suitable permanent acknowledgment of LWCF assistance at the project site. Signs at entrances to LWCF assisted sites shall have the words "Land and Water Conservation Fund Project" and the LWCF symbol prominently displayed. Such signs or plaques are eligible project costs.

C. Property Records

The Subrecipient agrees that a permanent record shall be kept in the Subrecipient's public property records and available for public inspection to the effect that the property described in the scope of this Agreement and the signed and dated project boundary map made part of this Agreement, has been acquired or developed with LWCF assistance and that it cannot be converted to other that public outdoor recreation use without the written approval of the Secretary.

D. Nondiscrimination

By signing this Agreement, the Subrecipient certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Part III-I herein.

E. Hold Harmless/Indemnification

Subrecipient agrees to protect, defend and save State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Subrecipient's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the act or omissions of Subrecipient and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this Agreement.

Part III – Project Assurances

A. Project Application

1. The Application for Federal Assistance bearing the same project number as the agreement and associated documents is by this reference made a part of this Agreement.

2. The Subrecipient possesses legal authority to apply for the grant and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the Subrecipient to act in connection with the application and to provide such additional information as may be required.

3. The Subrecipient has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the Project.

B. Project Execution

1. The project period shall begin with the date of approval of this Agreement and shall terminate at the end of the stated or amended project period unless the Project is completed or terminated sooner in which event the Project shall end on the date of completion or termination.

2. The Subrecipient will cause work on the Project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the Project will be prosecuted to completion with reasonable diligence.

3. The Subrecipient shall secure completion of work in accordance with the approved construction plans and specifications and shall comply with all applicable Federal and local laws and regulations, including, but not limited to:

a) National Environmental Policy Act of 1969, as amended (P.L. 90-190, 42 U.S.C. § 4321, *et seq.*);
b) Protection and Enhancement of Environmental Quality (March 5, 1970, as amended by Executive Order 1191, May 24, 1977) Executive Order 11514;
c) The Flood Disaster Protection Act of 1973 (12 U.S.C. § 24. 1701-1 Supp., 42 U.S.C. § 4001, *et seq.*). The Subrecipient will comply with the flood insurance purchase requirements of § 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
d) Flood Plain Management and Wetland Protection, Executive Orders, 11988 and 11900;
e) Environmental Justice in Minority and Low-Income Populations, Executive Order 12898;
f) Department of the Interior Environmental Compliance Memorandum (ECM) 95-2, addressing environmental impacts of proposed actions on Indian Trust Resources in any environmental document;
g) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970). The Subrecipient will comply with the terms of Title II and Title III and the applicable regulations and procedures implementing the act for all real property acquisitions and where applicable shall assure that the act has been complied with for property to be developed with assistance under this Agreement.
h) Federal Act for Protection and Restoration of Estuarine Areas (P.L. 90-454);
i) Wild and Scenic Rivers Act of 1968 (P.L. 90-542) (16 U.S.C. § 1274, *et seq.*);
j) The Rivers and Harbor Act of 1899 (33 U.S.C. § 401, *et seq.*);
k) Executive Order 11990, Protection of Wetlands;
l) The Fish and Wildlife Coordination Act (16 U.S.C. §§ 661, 662);
m) The Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*);
n) The Antiquities Act of 1906 (16 U.S.C. § 431);
o) The Archeological and Historic Preservation Act of 1966, as amended (P.L. 89-665, 16 U.S.C. § 470, *et seq.*);
p) Architectural Barriers Act of 1968 (Pub. L. 90-480, 42 U.S.C. § 4151 *et seq.*);
q) The National Historic Preservation Act of 1966, as amended (P.L. 88-665, 16 U.S.C. § 470, *et seq.*);
r) Protection and Enhancement of the Cultural Environment, Executive Order 11593;
s) Emergency Wetlands Resources Act of 1986 (P.L. 99-645); and
t) Land and Water Conservation Fund Program of Assistance to States; Post Completion Compliance Responsibilities (36 CFR Part 59).

4. The Subrecipient shall secure completion of the work in accordance with approved construction plans and specifications and shall secure compliance with all applicable Federal, State, and local laws and regulations.

5. The Subrecipient will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications. Additionally, Subrecipient will furnish progress reports and such other information as the Department may require.

6. The Subrecipient will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities, pursuant to 40 CFR, Part 15.20 and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be utilized in the Project is under consideration for listing by the EPA.

7. The Subrecipient will comply with "Minority Business Enterprises" and "Women's Business Enterprises" pursuant to Executive Orders 11625, 12138 and 12432 as follows:

    a) Place minority and women business firms on bidder's mailing lists;

    b) Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services;

    c) Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms;

    d) The State is committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

   The Department will work closely with the Subrecipient to ensure full compliance and that grant recipients take affirmative action in placing a fair share of purchases with minority business firms.

C. Land Acquisition Project Documentation

1. The Subrecipient will submit an appraisal report prepared in accordance with the "Uniform Appraisal Standards for Federal Land Acquisitions" prior to the purchase of the property for the purpose of review and approval by the Department. *It must include a statement that the seller was given the opportunity to accompany the appraiser on his property inspection.*

2. The Subrecipient will provide a copy of the written offer to purchase at the appraisal value, or a copy of a purchase option agreement at the appraisal value. *Failure to make a legitimate offer to purchase at fair market value will result in forfeiture of grant award.*

3. The Subrecipient will provide a five-year history of title to the acquired property.

4. The Subrecipient will provide a Statement of Just Compensation and, if property is acquired at less than fair market value, a Waiver and Acceptance form. These forms are available from the Department.

5. The Subrecipient will provide a copy of the recorded warranty deed.

6. The Subrecipient will provide an updated professional survey of the acquired property showing acreage acquired and boundaries.

7. The Subrecipient will provide a copy of the title insurance policy.

8. If displacement of persons (owners or renters) results from this action, Subrecipient will provide evidence of written notification of the occupants' rights under P.L. 91-646. Proof of relocation assistance to these displaced persons must also be provided.

D. Procurement/Construction Contracts

1. Contracts for construction shall comply with the provisions of 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior) and the Uniform Guidance.

2. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. Generally, sealed bids (formal advertising) is the preferred method for procuring construction when a complete, adequate and realistic specification or purchase description is available; two or more responsible bidders are willing and able to compete effectively for business; and the procurement lends itself to a firm fixed price contract and the selection of the bidder can be made principally on the basis of price.

3. The Subrecipient will use their own documented procurement procures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR 200.318.

4. Subrecipient shall make positive effort to use small businesses, minority-owned firms, and women's business enterprises, wherever possible.

5. Contracts for construction in excess of $25,000 shall be awarded through a process of competitive bidding involving formal advertising, with adequate purchase description, sealed bids and public openings. Copies of all advertisements, bids and a copy of the contract shall be retained for inspection by the Department.

6. The Subrecipient shall inform all bidders on contracts for construction that Federal funds are being used to assist in construction.

7. Written Change Orders shall be issued for all necessary changes in the facility being constructed under contract. Such Change Orders shall be submitted to the Department for approval and shall be made a part of the project file and kept available for audit.

8. No grant or contract may be awarded by any grantee, subgrantee or contractor of any grantee or subgrantee to any party which has been debarred or suspended under Executive Order 12549. By signing the LWCF agreement, the Subrecipient certifies that it will

comply with debarment and suspension provisions appearing in the Special Conditions (Appendix B) herein.

9. The Subrecipient shall include the following in all contracts:

    a) "Equal Opportunity Clause," in compliance with Executive Order 11246, as amended by Executive Order 11375, and as supplemented by Department of Labor regulations (41 CFR Part 60). Mandatory for contracts in excess of $10,000.

    b) Provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate.

    c) Suitable provisions for termination by the grantee including the manner by which it will be affected and the basis for settlement. In addition, such contracts may be terminated for default, as well as conditions under which the contract may be terminated due to circumstances beyond the control of the contractor.

    d) A provision to the effect that the sponsor, the State, the Comptroller of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the contractor, which are directly pertinent to the project, for the purpose of making audits, examination, excerpts and transcriptions.

    e) Maintain statutory workmen compensation, liability and property damage insurance.

10. All contracts in excess of $100,000 shall include the following:

    a) A provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874). This act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he is otherwise entitled.

    b) A provision that requires the contractor to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970, the Federal Water Pollution Control Act, Executive Order 11738, and EPA regulations (40 CFR Part 15).

    c) Where applicable, a provision for compliance with the Contract Work Hours and Safety Standards Act, §§ 102 and 107 (40 U.S.C. §§ 327-333), as supplemented by the Department of Labor regulations (29 CFR Part 5).

E. Project Costs

Project costs eligible for assistance shall be determined upon the basis of the criteria set forth in the Manual and the Uniform Guidance. It is expressly agreed and understood by the Subrecipient that only those Project expenditures incurred within the project period specified by this Agreement will be subject to reimbursement under this Agreement, except as may be otherwise provided by the Manual.

1. The Subrecipient hereby represents to and assures the Department that it has available sufficient funds to meet its share of the cost of the Project and has the good faith intention of using such funds for completing the Project, and that no financial assistance has been received, promised or committed under any other Federal program with regard to the specific proposals covered by this agreement.

2. The Department will commit to the Subrecipient all Federal funds awarded to the Department by the National Park Service for the Project as outlined in the Application.

3. It is understood that the Department will withhold five percent of the Federal reimbursement until the entire Project scope as outlined in the grant application and this Agreement is complete and open to the public for use.

4. The Subrecipient agrees to make immediate monetary restitution for any disallowances of costs or expenditures on unauthorized activities which are disclosed through audit or inspection by the Department.

5. The Subrecipient must submit eligible costs and expenditures equaling or exceeding the Subrecipient's Total Project Cost (direct and indirect), as detailed on the Subrecipient Contract Cover Sheet of this Agreement, before the project can be closed out by the Department.

6. Project costs eligible for assistance shall be determined upon the basis of criteria set forth in the Manual, the Uniform Guidance, or in written regulations which may be provided by the Department.

7. The Subrecipient will prepare and submit billing statements of eligible Project expenditures to the Department using the Web Grants online grant system found at www.fundingmt.org.

F. Project Administration

1. The Subrecipient shall promptly submit such reports and documentation as the Department may request.

2. The Subrecipient may use any generally accepted accounting system, provided such system meets the minimum requirements set forth in the Manual and supplemental instructions which may be issued by the Department.

3. Properties and facilities acquired or developed with Federal assistance shall be available for inspection by the Department and/or the NPS at any time.

4. Any deviations, which will result in any change of Project scope or objectives, shall be submitted in a timely manner to the Department for approval.

5. The acquisition cost of real property shall be based upon value determined by a competent appraiser using the Yellow Book Federal Appraisal Standards. Subrecipients must provide to the Department a copy of their Appraisal reports along with an administrative review report for all acquisition projects. A review and approval of all reports must occur by the Department before reimbursement payments with federal funds are disbursed.
6. All development plans and specifications shall be submitted for approval by the Department prior to commencement of any site preparation or construction and no such site preparation or construction may be undertaken until so approved. When approved, development plans and specifications will become a part of this Agreement and execution of the project must be in accord with the approved plans and specifications.

G. Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 2 CFR 200 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.

2. The retention period starts from the date of the final expenditure report for the project.

3. Subrecipients are authorized to substitute copies in lieu of original records.

4. The Department, the Secretary, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

H. Project Termination

1. The Department may temporarily suspend Federal assistance under the project pending corrective action by the Subrecipient or pending a decision to terminate the grant by the Department.

2. The Subrecipient may upon written notice to the Department unilaterally rescind this Agreement at any time prior to the commencement of the Project. After Project commencement, this Agreement may be rescinded, modified, or amended only by mutual agreement. The Project shall be deemed commenced when the Subrecipient makes an expenditure or incurs any obligation with respect to the Project.

3. The Department may terminate the Project in whole, or in part, at any time before the date of completion, whenever it is determined that the Subrecipient has failed to comply with the conditions of the grant. The Department will promptly notify the Subrecipient in writing of the determination and the reasons for the termination, together with the effective date. Payments made to Subrecipients or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the Parties. Such termination may result in declaration by the Department that Subrecipient is ineligible to receive Federal Funds for future projects.

4. The Department or Subrecipient may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The Parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Subrecipient shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The State may allow full credit to the Subrecipient for the Federal share of the noncancelable obligations, properly incurred by the Subrecipient prior to termination.

5. Termination either for cause or for convenience requires that the Project in question be brought to a state of recreational usefulness agreed upon by the Subrecipient and the Department or that all funds provided by the LWCF be returned to the Department.

I. Lobbying with Appropriated Funds

The Subrecipient must certify that no Federally appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding, extension, continuation, renewal, amendment, or modification of this grant. (See Appendix C.)

J. Provision of a Drug-Free Workplace

In compliance with the Drug-Free Workplace Act of 1988, 41 U.S.C. § 8101, *et seq*.,, the Subrecipient certifies that it will or will continue to provide a drug-free workplace.

K. Civil Rights Assurance

The Subrecipient certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to:

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

2. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap;

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

4. Americans with Disabilities Act, Title II, 42 U.S.C. § 12101, *et seq*.;

5. ADA Accessibility Guidelines, 28 CFR 36;

6. Title IX of the Education Amendments of 1972 at 43 CFR 41; and

7. Limited English Proficiency (Executive Order 13166), 28 CFR 42.104(b)(2)

The Subrecipient assures it will immediately take any measures necessary to effectuate this Agreement.

This assurance shall apply to all aspects of the Subrecipient's operations including those parts that have not received or benefited from Federal financial assistance.

L. Conflict of Interest

1. No official or employee of the State or Subrecipient who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract or subcontract in connection with this Project shall have any financial or other personal interest in any such contract or subcontract.

2. No person performing services for the Subrecipient in connection with this Project shall have a financial or other interest other than his employment or retention by the Participant, in any contract or subcontract in connection with this Project. No officer or employee of such person retained by the Subrecipient shall have any financial or other personal interest in any real property acquired for this Project unless such interest is openly disclosed upon the public records of the Subrecipient, and such officer, employee or person has not participated in the acquisition for or on behalf of the Subrecipient.

3. No member of or delegate to Congress shall be admitted to any share or part of this Agreement, or to any benefit to arise hereupon, unless such benefit shall be in the form of an agreement made with a corporation for its general benefits.

4. The Subrecipient shall be responsible for enforcing the above conflict of interest provisions.

M. Hatch Act

No officer or employee of the Subrecipient whose principal employment is in connection with any activity which is financed in whole or in part pursuant to this Agreement shall take part in any of the political activity proscribed in the Hatch Political Activity Act, 5 U.S.C. 118K, with the exceptions therein enumerated.

Part IV – Subrecipient Monitoring/Compliance

The Subrecipient agrees, as the recipient of this assistance, that it will meet the following specific requirements regarding compliance requirements of 2 CFR 200 and will work with the Department's Federal Assistance and Compliance Bureau in ensuring the requirements of 2 CFR 200 are met:

A. The Subrecipient will participate in an initial risk assessment conducted by the Department prior to and during the term of this Agreement.

B. The Subrecipient will participate in reporting as a condition of acceptance of the Federal Funding. Status reports are due in the Web Grants system on the following schedule:

Reporting Period	Status Report Due Date
July 1 – December 31	January 31

January 1 – June 30	July 31

C. The Subrecipient will participate in onsite monitoring conducted by the Department. The Department may conduct onsite monitoring visits with Subrecipient during the term of this Agreement to ensure Project goals and objectives as outlined in the Project Application are on track. The Department may also request the meetings as problems arise. The Subrecipient's failure to participate in any monitoring visits, missing or rescheduling two consecutive monitoring visits, or Subrecipient's failure to make a good faith effort to resolve problems may result in termination of this Agreement.

D. The Subrecipient will annually complete the Subrecipient Survey provided by the Department's Federal Assistance and Compliance Bureau.

Questions or correspondence with this Agreement or the LWCF project/program can be made to the following:

Address: Montana Fish, Wildlife & Parks
Tom Reilly, Assistant Administrator
1420 East 6th Avenue
PO Box 200701
Helena, MT 59620-0701
Phone: 406-444-3752
Email: treilly@mt.gov

EXECUTION
The parties through their authorized agents have executed this Agreement on the dates set out below.

STATE OF MONTANA
Fish, Wildlife & Parks
PO Box 200701
Helena, MT 59620-0701

By: Tom Reilly/ASLO
(Name/Title)

Tom Reilly
(Signature)

Date: 6/20/19

City of Billings
390 N 23rd St
Billings, Mt 59101
829046692

By: _____
(Name/Title)

_____
(Signature)

Date: _____

Approved as to Legal Content:

6-20-19

Legal Counsel (Date)

Appendix A:

Subrecipient Agreement Cover Form

1. SUBRECIPIENT NAME City of Billings	**5. SHORT PROJECT TITLE:** Rose Park Playground Replacement
2. SUBRECIPIENT CONTACT Mark Jarvis 390 N 23rd St, Billings, Mt 59101 jarvism@ci.billings.mt.us 406-657-8367	**6. FWP CONTRACT LIAISION** Tom Reilly
3. SUBRECIPIENT UNIQUE ENTITY IDENTIFIER: (DUNS NUMBER or Federal Tax ID #): 829046692	**7. FWP FINANCIAL LIAISION** Jennifer Thompson
4. SUBRECIPIENT TYPE City	**8. FWP PROJECT CODING** **Expense Code:** 66202 **Project #:** LW180750

9. PERIOD OF PERFORMANCE **START DATE:** 6/24/2019	**10. AWARD TO SUBRECIPIENT THIS ACTION** $150,000	**11. FED. FUNDS COMMITTED ON THIS ACTION** $150,000	**12. NON-FED. FUNDS COMMITTED THIS ACTION** $0
END DATE: 6/30/2022	**13. TOTAL AWARD TO SUBRECIPIENT** $150,000	**14. TOTAL FED FUNDS COMMITTED ON THIS CONTRACT** $150,000	**15 TOTAL NON-FED FUNDS COMMITTED ON THIS CONTRACT** $0
16. IS THIS RESEARCH & DEVELOPMENT YES ☐ NO ☐ No		**17. SUBRECIPIENT MATCH REQUIREMENT** $153,600	

18. SUBRECIPIENT INDIRECT COST RATE AND TERMS (IF CHARGING INDIRECT COSTS, PLEASE ATTACH 1) COPY OF NEGOTIATED RATE FROM THE COGNIZENT AGENCY, OR 2) IF DE MINIMIS RATE IS USED, ATTACH A COPY OF CURRENT FINANCIAL STATEMENTS. BY SIGNING THIS CONTRACT, SUBRECIIENT CERTIFIES COMPLIANCE WITH 2 CFR 200.414 IN RELATION TO THE DE MINIMIS RATE)

19. FEDERAL AWARD PROJECT DESCRIPTION: (REQUIRED FOR FFATA): Funding to City of Billings to construct an ADA Playground.

20. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL

A. FUNDING SOURCE (FS)	B. FS AWARD DATE TO FWP	C. FAIN - FEDERAL AWARD IDENTIFICATION NUMBER	D. TOTAL FED. AWARD TO FWP	E. TOTAL OBLIGATION TO SUBRECIPIENT	F. CFDA NUMBER AND NAME
USDOI/NPS	6/24/2019	P19AP00070	$151,800	$150,000.00	15.916 Outdoor Recreation_Aquisition, Development and Planning (30-00750 Land & Water Conservation Fund)
City of Billings Parks Cash				$270,000.00	
				$	
				$	
			GRAND TOTAL (should equal 13 above)	$420,000.00	

Special Conditions

Applies to all agreements, contracts and collaborative agreements initiated by Montana Fish, Wildlife & Parks

1. SAM / DUNS. Subrecipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB). Subrecipient agrees to obtain a Dun & Bradstreet (DUNS) number and to maintain a current registration. The details and processes for registration are available at https://www.dnb.com and https://www.sam.gov/portal/SAM/#1. 2 C.F.R. 200.331. Subrecipient further provides that it shall not enter into any subaward, contract or other agreement using funds provided hereunder with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf

2. Suspension/Debarment. Subrecipient confirms it is not debarred, suspended or otherwise listed on the System for Award Management (SAM) Excluded Parties List. 2. C.F.R. Appendix II (I).

3. Subrecipient agrees to register with the Montana Secretary of State. Business that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with §§ 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain guidance of their attorney or accountant to determine whether their activity is considered transacting business. If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665 or visit their website at http://sos.mt.gov.

4. Approved Project/Program. Grant funds may be used only for the purposes in the Subrecipient's approved program/project. The Subrecipient shall not undertake any work or activities that are not described in the grant project/program.

5. Availability of Funds. This grant award is conditional upon availability of government funds and may be reduced at any time due to budget reductions.

6. Non-committal to Future Funding. Award of this grant does not commit the Department to future funding.

7. Misuse of Award Funds. The Subrecipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

8. Identical Cost Items for Multiple Awards. The Subrecipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the Subrecipient will promptly notify, in writing, the Department grant manager to eliminate any inappropriate duplication of funding.

9. Reversion of Unexpended Funds. Any funds not properly expended during the grant period shall lapse and revert to the Department.

10. Project Income. No projects administered by the Department and funded through Federal funding sources should produce an income stream. *See* 2 C.F.R. 200.77 Program Income for definition of what is considered program income. If there is a possibility that the project will produce income, subrecipient must confer with Program Coordinator prior to commencement of project.

11. Cancellation of Award. Subrecipients are required to provide an implementation timeline with the Project description. Projects that do not include a timeline of implementation are subject to the following condition:

    a. COMMENCEMENT. If a project is not operational within the time frame identified in this Agreement, the Subrecipient must report by letter to the Department the steps taken to initiate the Project, the reasons for delay, the expected start date and the impact the delay may have on the scheduled completion deadline.

12. Indirect Cost Rate:
    a. A Subrecipient that has an established Federally Approved Indirect Cost Rate agreement in place may request reimbursement for indirect costs. Subrecipients must provide a copy of the organization's Federal Indirect Cost Negotiation Agreement.

    b. De Minimis Indirect Cost Rate. A Subrecipient that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise the Department in writing of both its eligibility and its election and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs.

13. Single Audit Requirement. Subrecipients are required to allow State access to Subrecipients' records and financial statements as required under the Uniform Guidance. Subrecipients who receive less than $750,000 in federal funds during the fiscal year are exempt from audit but are required to have available records for review or audit by State. Subrecipients who expend $750,000 or more in federal funds during its fiscal year are required to have a single audit conducted in accordance with 2 C.F.R. 200.514 or undergo a program-specific audit.

14. Personnel Time and Attendance Records. Subrecipient must maintain time and attendance records to support personnel costs associated with grant project.

15. Travel Reimbursement. State rates for mileage, per diem and lodging are maximum amounts that can be charged by subrecipients funded by the Department. Subrecipient may utilize its travel policy and rates. Rates, however, may not exceed Federal rates.

16. Vehicle Usage Rate: Programs must utilize the State's motor pool rate or the straight mileage rate for the duration of the grant. The rate must be tracked per project and reported accordingly.

17. Consultant Services. Consultant services provided by consultants employed with for-profit, nonprofit, and not-for-profit organizations are subject to competitive bidding procedures. Contracted services provided by other types of organizations may also have restrictions. Please check with Program Manager prior to committing grant funds.

18. High-Risk Subrecipient. The Subrecipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the Department determines that the recipient is a high-risk grantee. *See* 2 C.F.R. 200.331(b) and 2 C.F.R. 200.331(e).

19. Reduce Text Messaging While Driving. Pursuant to Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages Subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

20. Seat Belt Provision. The Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

21. Trafficking in Persons. This award is pursuant to paragraph (g) of section 106 of the Trafficking Victims Protections Act of 2000, as amendment (2 CFR §175.15).

22. Compliance with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in U.S. Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or subrecipients.)

23. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in U.S. Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair.)

24. Compliance with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970, the Federal Water Pollution Control Act, Executive Order 11738, and Environmental Protection Agency regulations (406 CFR Part 15).

25. Compliance with Montana Environmental Policy Act, § 75-1-101, *et seq*, MCA.

26. Compliance with §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by U.S. Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subrecipients more than $2,000, and more than $2,500 for other contracts which involve the employment of mechanics or laborers.)

27. Compliance with 41 U.S.C. § 4712, Enhancement of Recipient and Subrecipient Employee Whistle Protection: (a) This award, related subawards and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC § 4712; (b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712; (c) The recipient shall insert this clause, including this paragraph, in all subawards and in contracts over the simplified acquisition threshold related to this award.

28. Compliance with notice of awarding federal agency requirements and regulations pertaining to reporting.

29. Compliance with notice of awarding federal agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed during or under such contract.

30. Compliance with awarding federal agency requirements and regulations pertaining to copyrights and rights in data.

31. Compliance with equal opportunity to participate in and benefit from programs described is available to all individuals without regard to their race, color, religion, national origin or ancestry, sex, age, handicap, disability, sexual orientation, gender identity, military or veteran status or political affiliation. Complaints of discrimination should be sent to the Office of Human Resources, Montana Department of Fish, Wildlife & Parks, 1420 E. Sixth Avenue, Helena, Montana 59601.

32. Compliance with all applicable provisions of the Federal Funding Accountability and Transparency Act of 2006. 44 U.S.C. § 3501 ("FFATA"). As of March 1, 2011, recipients of federal grants and contracts,

including the Department, must comply with subrecipient reporting requirements under the FFATA. Under FFATA, the Department is required to report on newly issued first tier subgrants of $25,000 or more. The information reported will be made available to the public on the USASpending.gov website. The reports filed pursuant to FFATA include the following information:

a. Name of entity receiving the award;
b. Amount of the award;
c. Information on the award including transaction type, funding agency, program source, award title and CFDA number;
d. Location of the entity receiving the award and primary location of performance under the award, including city, state, congressional district and country;
e. DUNS Number of the entity receiving the award or the parent entity of the recipient; and
f. Names and total compensation of the five highest compensated officers of the entity if, during the preceding fiscal year, it received: (a) 80 percent or more of its annual gross revenues in federal awards, and (b) $25 million or more in annual gross revenues from federal awards; and if the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1976.

33. Compliance with all applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Act of 2014.

Appendix C

Lobbying Certification

In compliance with 31 U.S.C. § 1352, the Subrecipient certifies to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

Signature of Certifying Official

_____

Printed Name & Title of Certifying Official

_____

Name of Subrecipient

_____

Date

Consent **1. G.**

Regular City Council Meeting

Meeting Date: 07/22/2019

TITLE: Acknowledge Receipt of Petition to Vacate Portion of Bonita Circle and set a Public Hearing

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

The developer of High Sierra Subdivision 1st Filing is replatting a portion of High Sierra Subdivision 1st Filing. The developer is proposing to vacate Bonita Circle between Sierra Grande Boulevard and El Rancho Drive. The developer will then re-dedicate an equivalent area further downstream to develop as a storm water pond. The intent of this change is to reduce the effects of stormwater at the intersection of Sierra Grande Boulevard and Morocco Drive. With the plan of re-dedicating an equivalent area, the developer is requesting that the vacation of Bonita Circle be at no cost. This Council action acknowledges the right of way vacation application and sets a public hearing date of August 12, 2019. The developer is proposing multiple exempt plats eliminating the street and re-dedicating an area for stormwater conditioned on approval of vacation of the right of way. Attached is an exhibit showing the proposed vacation along with the new area to be dedicated.

ALTERNATIVES ANALYZED

The Council may:

- Acknowledge receipt of the petition to vacate the above mentioned right of way and set a public hearing for August 12th; or
- Do not acknowledge the petition to vacate the right of way. If not acknowledged, the right of way vacation cannot proceed and new amended plat will not proceed.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that Council acknowledge receipt of the petition to vacate a portion of Bonita Circle and set a public hearing for August 12, 2019.

APPROVED BY CITY ADMINISTRATOR

Attachments

Letter from Developer
Title Report
Fire Department email

Petition to Vacate
Exhibit showing vacation

WWC ENGINEERING

June 19, 2019

Mr. Chris Hertz
2224 Montana Ave.
Billings, MT 59101

Dear Mr. Hertz:

On behalf of the Owner, Jay Lyndes (Developer), WWC Engineering (WWC) has prepared the following letter regarding the vacation of a portion of Bonita Circle in the City of Billings. The intention of the vacated right-of-way is for the Developer to use for stormwater control purposes. These efforts are a direct result of the flooding that has been occurring at an intersection below his proposed project at the intersection of Sierra Grande Boulevard and Moroco Drive. During large storm events in previous years such as the "Father's Day Storm" on June 20, 2010 shown by the picture herein, significant flooding has occurred at this intersection.

The Developer is proposing to vacate the right-of-way, but then rededicate equivalent area for stormwater control in effort to reduce effects of stormwater on the above-mentioned intersection. As such, it is the Developer's request that they not be required to pay an additional fee above the $200 application fee required for processing the road vacation petition.

It should be noted that the vacation of Bonita Circle will not have a significant effect on traffic movement. Bonita Circle is not a through road and access in and out of the El Rancho Drive area is still available from either Morocco Drive or Fantan Street. The City of Billings Fire Department was asked for their opinion of the vacation of this roadway during the initial consideration of use of it as a pond, which Mr. Bill Tatum provided the attached email correspondence indicating that vacation of it would not cause an access issue for them.

Regards,

Greg Reid, P.E.
Billings Branch Manager

GTR/
Enclosures: As Noted
Cc: Jay Lyndes

Guarantee

SG08010025
File No. B1911185T

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

March 25, 2019, 5:00 PM

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 ofthe 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 Asured 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.

File No: **B1911185T**

Amended Subdivision Guarantee

Issued by

Old Republic Title Insurance Company

Liability: $5,000.00
Premium: $150.00
Effective Date: March 25, 2019, at 05:00 PM

Guarantee No: SG08010025

1. Assured: **WWC Engineering and the City of Billings, Montana, in the matter of the request to Vacate Public Right-of-Way being a protion of Bonita Circle between Blocks 11 and 16, High Sierra Subdivision -First Filing**

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:
Jay C. Lyndes

4. The land referred to in this Commitment is described as follows:

SEE ATTACHED EXHIBIT "A"

Countersigned
FMT of Billings LLC

By _____
Authorized Signatory

File No: **B1911185T**

EXHIBIT "A"

Parcel I:
Lots 1 and 12, Block 16, of High Sierra, First Filing, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 1372731.

Parcel II:
Lots 8 and 9, Block 11, of High Sierra, First Filing, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 1372731.

File No: **B1911185T**

SCHEDULE B - PART 1

Defects, liens encumbrances or other matters affecting title:

1. **General and special taxes and assessments for the Second Installment of 2018, which are payable in the amount of $730.10, but not yet due. Tax Code No. A27055, A27066, A27023 and A27024.**

   Including any future or pending SID assessments that may be assessed by the city or county tax authorities.

   NOTE: General and special taxes and assessments for the First Installment of 2018, which are paid in full in the amount of $730.14.

2. **General and special taxes, and assessments for the year 2019, which are a lien, but not yet computed or payable. Tax Code No. A27055, A27066, A27023 and A27024.**

   Including any future or pending SID assessments that may be assessed by the city or county tax authorities.

3. **An easement in the public for any public road or roads heretofore laid out or established and now existing over and across said property, as disclosed by Deed, dated September 9, 1905, executed by Northern Pacific Railway Company, to the Custer Cattle Co., recorded December 1, 1905, in Book U, page 353.**

4. **An easement for right of way for the erection of poles and wires or cables from a tract of land in the SE1/4SE1/4 of Section 17, and extending thence in a northeasterly direction to the east line of said Section 17, together with the right to go upon said Section 17 with machinery and equipment for the purpose of inspection and repairs, to the property as disclosed by Deed, dated July 7, 1938, executed by Charles Sindelar, Jr., et al, to Yellowstone Valley Electrification Association; recorded November 15, 1938 in Book 206, page 637.**

5. **Intentionally deleted.**

6. **Intentionally deleted.**

7. **Conveyance of easement for right of way for an electric transmission and distribution line or system, including the right to cut and trim trees along said line so as to keep the wires cleared at least 10 feet, dated May 1, 1950, granted by Dover Sindelar, to Yellowstone Valley Electric Cooperative, Inc., a corporation; recorded March 9, 1951, in Book 390, page 571.**

8. **Intentionally deleted.**

9. **Intentionally deleted.**

10. Conveyance of right of way for an electric transmission and distribution line or system, dated April 2, 1963, granted by Dover Sindelar, to Yellowstone Valley Electric Cooperative, Inc., a corporation; recorded October 3, 1963, in Book 773, page 285.

11. Intentionally deleted.

12. Intentionally deleted.

13. Intentionally deleted.

14. Access Easement for the benefit and use of Tract 7, Certificate of Survey No. 2017, 3rd Amended, across part of subject property, granted by Warranty Deed, dated September 2, 1983, recorded September 2, 1983 in Book 1252, page 1397, under Document No. 1278880.

15. Intentionally deleted.

16. Conveyance of Easement for Right of Way dated July 29, 1948, granted to Yellowstone Valley Electric Cooperative to Dover Sindelar, recorded September 12, 1995, under Document No. 1799085.

17. 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.

18. Subdivision Improvement Agreement, dated November 18, 1985, by and between Kimble Properties, Inc., and the City of Billings, filed November 19, 1985, under Document No. 1372732.

19. Waiver for On-Site Improvements, dated July 9, 1985, wherein Kimble Properties, Inc., and others, waived the right to to protest the formation of one or more Special Improvement Districts, filed November 19, 1985, under Document No. 1372733.

20. Waiver for Off-Site Improvements, dated July 9, 1985, wherein Kimble Properties, Inc., and others, waived the right to protest the formation of one or more Special Improvement Districts, filed November 29, 1985, under Document No. 1372734.

21. Declaration of Restrictions and Conditions, dated December 5, 1985, executed by Kimble Properties, recorded December 6, 1985 in Book 1284, under Document No. 1374468; and Amendment to Declaration of Restrictions and Conditions, recorded February 14, 1986, in Book 1286, under Document No. 1382074; and Amended Declaration of Restrictions recorded May 7, 1998 under Document No. 3002661, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.

End of Schedule B

Greg Reid

From: Tatum, Bill <tatumb@ci.billings.mt.us>
Sent: Tuesday, April 17, 2018 11:52 AM
To: Greg Reid
Cc: Spini, Mike; Westrope, Tyler; Munter, Melody
Subject: RE: La Bonita Pond

Greg,

Fire has no issue with vacating La Bonita. Sierra Granda Blvd is built connecting Fantan and Morocco providing access and El Rancho will eventually be constructed connecting Fantan and Morocco.

Thanks,

Bill Tatum
Asst. Fire Marshal
Billings Fire Dept.
2305 8th Ave. N.
406-657-8424

From: Greg Reid [mailto:greid@wwcengineering.com]
Sent: Friday, April 13, 2018 4:30 PM
To: Tatum, Bill <tatumb@ci.billings.mt.us>
Cc: Spini, Mike <SpiniM@ci.billings.mt.us>
Subject: La Bonita Pond

Bill,
Attached is an exhibit that shows the location of the potential pond on La Bonita for stormwater control purposes.
Would the Fire Department have any problems with this ROW not being constructed as roadway?
Thanks for your help,
Greg

WWC ENGINEERING
Greg Reid, P.E. | Billings Branch Manager
51 N 15th St., Ste. 1 | Billings, MT 59101
Tel 406-894-2210 | Cell 406-799-1415
www.wwcengineering.com

REQUEST TO VACATE PUBLIC RIGHT-OF-WAY
CITY OF BILLINGS

Description of Right-of-Way to be vacated:
A portion of Bonita Circle between Blocks 11 and 16 High Sierra Subdivision – First Filing, within City of Billings, Yellowstone County, Montana as shown on Exhibit No. 1

We, being all the abutting property owners, request of the City Council the vacation of the above described:

X Street _____Alley _____Other R/W

SIGNATURE	DATE	PROPERTY OWNERSHIP
	4/16/19	Jan C. Lynnes

(Additional signatures, if needed, can be on additional sheets.)

WE, the utility companies and governmental departments, listed below, approve, or disapprove this request as noted by our signatures.

	Approved By/Date	Disapproved By/Date
City Public Works		
Montana Dakota Utilities	4/18/19	
Northwestern Energy	4/29/19	
Charter	4/18/19	
CenturyLink	7/2/19	
City/Co. Planning Board		

(A letter of explanation may be attached with "See Attached Letter" entered in the appropriate signature slot.)

Petitioner's interest in vacating the public right-of-way: The petitioners will be vacating the portion of Bonita Circle between Blocks 11 and 16. The radii adjacent to Lot 1 and Lot 12 of Block 16 are to remain with those lots and the remaining vacate area will be included with Lot 8 and Lot 9 of Block 11 of High Sierra Subdivision – First Filing

The petitioner acknowledges and understands that the City will appoint an appraiser to estimate the value of the real property being vacated, and the petitioner agrees that the fee for the appraiser will be borne by the petitioner(s).

ATTACHMENTS:

_X_ Title Report(s)
_X_ Comments from all Utilities
_X_ Map of R/W to be Vacated – EXHIBIT 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 15th St., Ste1
Billings, MT 59101
Date: March 25, 2019

CITY COUNCIL ACTION:_____

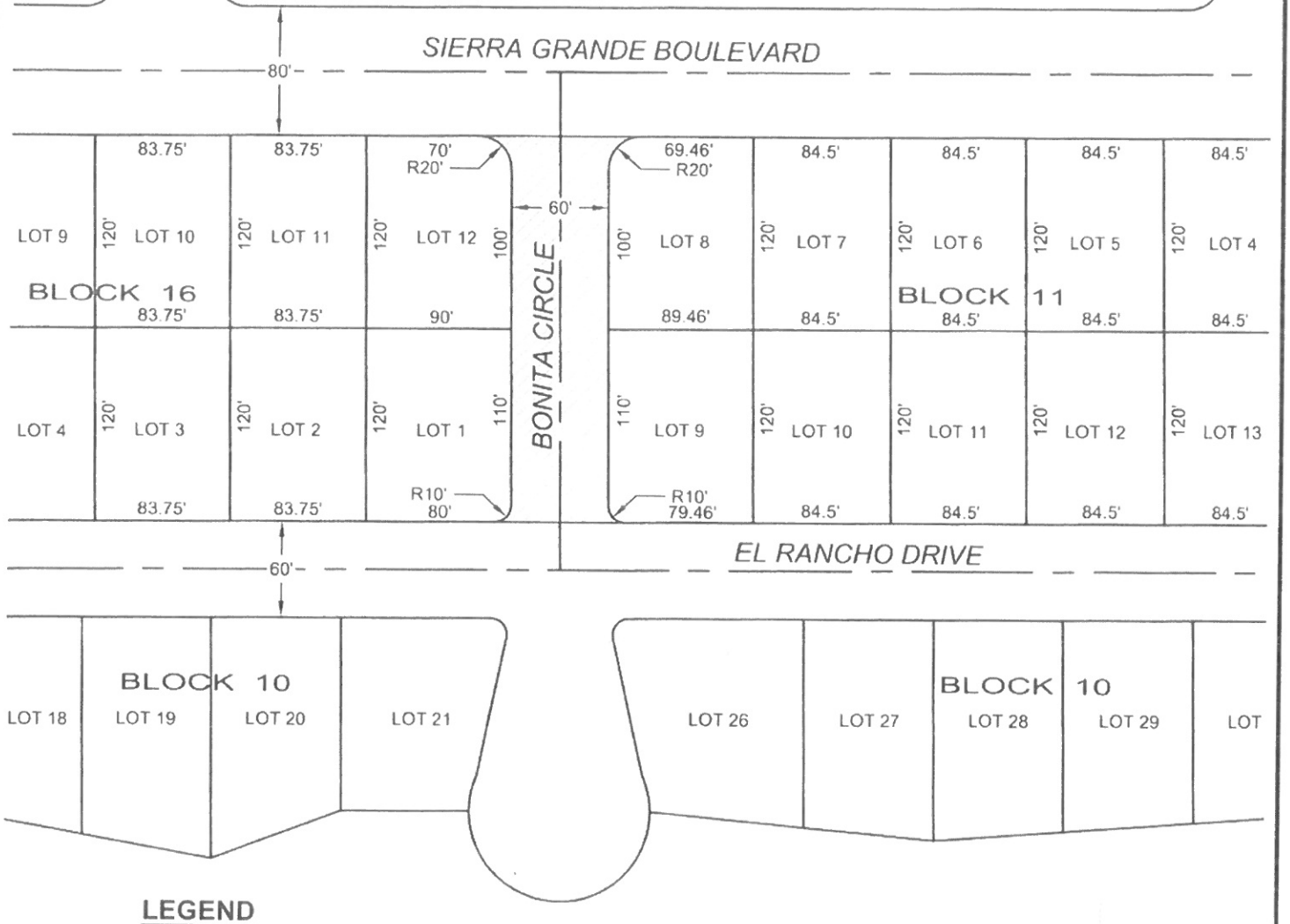
DATE:_____

COMPLETED FORM WITH ATTACHMENTS IS TO BE RETURNED TO BE FILED WITH THE CITY CLERK

VACATE EXHIBIT

A PORTION OF BONITA CIRCLE
HIGH SIERRA SUBDIVISION - FIRST FILING
CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

CERTIFICATE OF SURVEY NO. 2017
TRACT 7, 3RD AMENDED



LEGEND

AREA TO BE VACATED
(APPROX. 14,619 SQFT)

LANDOWNER:
JAY C. LYNDES
LOT 1 AND LOT 12, BLOCK 16
LOT 8 AND LOT 9, BLOCK 11

0 100 200
SCALE: 1" = 100'

VACATE EXHIBIT A PORTION OF BONITA CIRCLE HIGH SIERRE SUBDIVISION - FIRST FILING CITY OF BILLINGS, MONTANA	DSGN / DATE / CKD AMR / 3/2019 / GTR REV / DATE / CKD JOB # 15008	LYNDES
WWC ENGINEERING 51 NORTH 15TH STREET, SUITE 1 BILLINGS, MT 59101 (406) 894-2210	EXHIBIT 1 OF 1	

STORMWATER BASIN

MATADOR AVE

CORTEZ AVE

LOTS SHIFTED WEST
TO AREA OF VACATED
BONITA CIRCLE

BONITA CIRCLE VACATED AREA

SIERRA GRANDA BLVD

FANTAN ST

EL RANCHO DR

REESTABLISHED STORMWATER AREA
MATCHING BONITA CIRCLE AREA

MOROCCO DR

TIERRA DR

SIESTA AVE

ADOBE DR

SOLITA DR

0 125 250

SCALE: 1" = 250'

COPYRIGHT 2019

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 PROJECT OTHER THAN THE PROJECT FOR WHICH IT IS CREATED WITHOUT OUR EXPRESS WRITTEN AUTHORIZATION.

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

JAY LYNDES

550 SOUTH 24TH STREET
BILLINGS, MT 59102

DSGN	DATE	CKD
BMX	3/XX/2019	BXR
REV	DATE	CKD

JOB # 20XX06.01.XX

PLOT STYLE: WWC COLOR.ctb
PLOT DATE: 08/07/2019
FILE PATH: K:\Billings\JYNDES\1900\STORMWATERCOUNCIL_STORM_EXHIBIT.dwg

EL RANCHO STORMWATER MITIGATION

PRELIMINARY STORM WATER PLAN

SHEET NO.

Consent **1. H.**

Regular City Council Meeting

Meeting Date: 07/22/2019

TITLE: EBURD Tax Increment Assistance - Residential Demolition at 217 North 20th Street

PRESENTED BY: Wyeth Friday

Department: Planning & Community Services

Presentation: No

PROBLEM/ISSUE STATEMENT

The Billings Industrial Revitalization District (BIRD) Board of Directors is presenting this recommendation to the City Council for allocating $36,000 in tax increment finance funds (TIF) from the East Billings Urban Renewal District (EBURD) to provide financial assistance to Trent Currie for demolition of two derelict residential properties at 217 North 20th Street. The applicant is requesting TIF funding to demolish two residences on the property and prepare the site for future redevelopment. The costs include the demolition of the structures and filling and grading of the site so it is ready for new development. These expenses are eligible as per Section 7-15-4233 (i)(n), MCA and Section 7-15-4288 (2), MCA.

The BIRD Board of Directors voted to support funding of this application at its meeting on June 11, 2019, under its authority per the Memorandum of Understanding between the City of Billings, Big Sky Economic Development, and the BIRD, Inc. recently renewed and approved by the City Council on May 13, 2019.

ALTERNATIVES ANALYZED

The City Council is the final authority in disbursing TIF funding. This proposed use of TIF funds appears to conform to the City's TIF Policy. The City Council may:

- Approve the recommendation from the BIRD Board for the expenditure of these TIF funds, or;
- Disapprove the recommendation from the BIRD Board for the expenditure of these TIF funds.

FINANCIAL IMPACT

The request is for a total of $36,000 to be reimbursed to Trent Currie only upon completion of the demolition and submittal of the invoices for the cost incurred. There is $100,000 in the FY20 EBURD miscellaneous projects budget for payment of TIF assistance, so there is budget available for this project if it is approved by the City Council.

RECOMMENDATION

The Billings Industrial Revitalization District (BIRD) Board of Directors recommends that the City Council approve reimbursement of $36,000 from the EBURD tax increment finance district funds to Trent Currie for demolition of two residences for future redevelopment.

APPROVED BY CITY ADMINISTRATOR

Attachments

EBURD TIF Fund Application_Currie
Aerial Map
BIRD TIF Fund Recommendation

Currie Demolition

Demolition and abatement of blight located at 217and 217 1/2 N 20th.

The 200 block of N 20th is filled with homelessness and crime. Over the past two years 64 site visits were performed by the Billings police to several abandoned properties in the area. As a community we now have a chance to remove this blight from our streets and improve the neighborhood.

The homes located at 217, and 217 1/2 N 20th are now owed by Trent Currie. A local real estate investor who would like the TIF's assistance in funding the demolition of the blight by these homes. The land has been purchased with the intent for future development. However in the mean time the buildings must be removed to prevent further crime and vandalism in the area.

There are two homes on this lot. The specifics of the homes are:

217 N 20th: Two homes on a small 7,000 square foot lot. The home located off of 20th st is just over 1000 square feet with a crawlspace. Located behind the single story home there is a three story split level. With approximately 1300 square feet it is the most livable of the homes with only a failing foundation and significant water leaks.

Relevance to EBURD:
These homes are a source of blight and hardship for the neighborhood. Local businesses such as the homebrew store have customers wary of even approaching their shop due to the environment surrounding them. The homes have become a hotbed for break ins and used as shelter by the homeless. Regardless of the measures taken to secure the properties it continues to be an on going battle to ensure the properties are not used for illicit activities.

Removal of the blight will be a termendous improvement for the local neighborhood. The demolition of the homes will open up the opportunity for new developments following the EBURD Master Plan.

On a qualitative scale it will improve the operating environment for many local businesses including Billings HomeBrewer's Supply, Wilcoxson's Ice Cream, Mamacita's Cafe, 1 Stop Automotive, Golden Nugget Body & Paint, along with many others in the surrounding area.

Tax Generation:
This will open the opportunity up for future development and increases in the tax value.

Employment Generation:
2 FTE – Construction for one month of labor

Elimination of Blight:
Please see attached photos.

Demolition does have complications from the contaminents on site. Most meth contaminated products have been removed. Additional testing and remediation may be needed to ensure the products do not affect the surrounding environment. All contaminated products will have the proper procedures performed to ensure safe transport to the proper handling agencies.

217

BILLINGS INDUSTRIAL REVITALIZATION DISTRICT, INC.
EBURD PROCEEDS APPLICATION

Project Name: _____Currie Demolition_____Date Submitted: _4/26/18___

APPLICANT INFORMATION

1. Name: ___Trent Currie_____
2. Address: _____1208 Ave. C_____
3. Telephone Number: _406-861-7701_____ Cell#_____

PROJECT INFORMATION

1. Building Address: _____217 N 20th_____
2. Legal Description: BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 66, Lot 15 - 19
3. Ownership: Currie, Trent_____

   Address: _23 Monroe #2 Billings MT 59101_____
4. If property is not owned by the APPLICANT, list leasehold interests (Attach evidentiary materials.)

   Name: _____

   Address: _____
5. Existing/Proposed Business: _____

   Business Description: _____
6. Employment: Existing FTE Jobs ____0_____

   New Permanent FTE Jobs created by project _____Construction FTE Jobs __1_____

7. Architectural Firm: __NA_____

   Address: _____

   Architect: _____

8. Description of Project: (Attach narrative explanation & plans.)

9. Rehabilitation/construction plans: (Attach schematics, site and landscaping plans.)

10. Project Schedule: (Attach time line or schedule through completion.)

PROJECT COSTS

Land and Site Improvements (Itemized)

1. _____Demolition_____ $_____$55,000_____
2. _____Back Fill_____ $_____10,000_____
3. _____ $_____
4. _____ $ _____

Subtotal $_____$65,000_____

Construction/Rehabilitation Costs (Use general construction trade divisions)

1. _____ $ _____
2. _____ $ _____
3. _____ $ _____
4. _____ $ _____
5. _____ $ _____
6. _____ $ _____
7. _____ $ _____
8. _____ $ _____

Subtotal $ _____

Fees

1. Architectural/Engineering	$ _____
2. Permits ____Demolition and testing	$ ____$2,000
3. _____	$ _____
Subtotal	$ ____$2,000_____
Total Project Development Costs	**$ ___$67,000____**

PROJECT FINANCING

Please complete Sources of Funds detail and summarize below.

A. Applicant Equity

Cash Invested	$ ____67,000_____
Land & Buildings (if value is more that State of Montana valuation then a current appraisal must be submitted)	$ ____$60,775_____
Other _____	$ _____
_____	$ _____
A. Subtotal Applicant Equity	$ _____$127,775_____

B. Lender Commitments (Attach Bank Loan Commitment letter, Letters of Credit or other documentation.)

Lender	Loan Amount	Interest	Term	Payment/Period
_____	$ _____	_____%	____yrs	$ _____/Month
_____	$ _____	_____%	____yrs	$ _____/Month
	B. Total Loan Amount		$_____	

C. TIFD request for funds for eligible public improvements. MCA Statute (office use only)

___Demolition	$ ____$67,000_____	_____
_____	$ _____	_____
_____	$ _____	_____
_____	$ _____	_____
_____	$ _____	_____
_____	$ _____	_____
_____	$ _____	_____
_____	$ _____	_____
_____	$ _____	_____
_____	$ _____	_____
_____	$ _____	_____

C. Subtotal TIFD Funds Requested $ ___$67,000_____

D. Other Source of Funding_____
_____ $_____

Sources of Funds Summary (Post totals from above.)

A. Applicant Equity	$ _____$127,775_____
B. Lender Commitments	$ _____
C. TIFD Funds Request	$ ____$67,000_____
D. Other Funds	$ _____
Total Project Financing	**$ ___$194,775_____**

APPLICANT STATEMENT OF QUALIFICATIONS AND FINANCIAL RESPONSIBILITY

APPLICANT

1. Name: _____Trent Currie_____

   Address: _____23 Monroe #2 Billings MT 59101_____

2. If the APPLICANT is not an individual doing business under his/her own name, the APPLICANT has the status indicated below and is organized or operating under the laws of _____Individual_____.

3. _____ corporation/LLC.

   _____ nonprofit or charitable institution

   _____ partnership known as _____

   _____ Other (explain): _____

   Date of organization: _____

4. Names, address, title of position (if any), and nature and extent of the interest of the officers and principal members, principal shareholders, investors, or partners of the APPLICANT.

Name and Address	Nature and Extent of Interest

Financial Condition

1. Provide a current financial statement (consisting of a Balance Sheet and Profit & Loss Statement) & Current Tax Return for each private entity involved in the project. This application and all financial information become part of the public record when submitted to the BIRD and is available upon request under the State of Montana Public Information Rules.
2. Has the APPLICANT or any individual or entity affiliated with the development of this project been adjudged bankrupt, either voluntary or involuntary, within the past ten (10) years?
   No __X___ Yes ___ If yes, give date, place, and under what name

_____

3. Has the APPLICANT or any individual or entity affiliated with the development of this project been indicted for or convicted of any felony within the past ten years:
   No __X___ Yes ___ if yes, give date, charge, place, court and action taken for each case.

   _____

   _____

CONSTRUCTION CONTRACTOR

1. Identify the construction contractor or builder who will undertake this project.

   Name: ___Owner_____

   Address: __23 Monroe #2 Billings MT 59101_____

2. Has named contractor or builder ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a construction or development contract within the last ten years?
   No __X__ Yes _____ if yes, explain.

3. Attach copies of bids to application:

See attachments

4. If Applicant intends to do any of the construction themselves then APPLICANT shall provide three (3) independent contractor bids which must accompany this application for the work to be provided.

See attachments

CERTIFICATION

I (we), ____Trent Currie_____
(please print), certify that the statements and estimates within this Application as well as any and all documentation submitted as attachments to this Application or under separate cover are true and correct to the best of my (our) knowledge and belief. I/We certify that I/We will make no application for any other tax abatement that may be available for this real property or building.

Signature Trent Currie Signature _____

Title Owner Title _____

Address 23 Monroe #2 Address _____

Billings MT 59101

Date 4/29/19 Date _____

YELLOWSTONE BANK

2000 OVERLAND AVENUE
BILLINGS, MONTANA 59102

May 17, 2019

City of Billings

To Whom It May Concern:

We confirm that Trent Currie has available funds at Yellowstone Bank to conduct demolition at 217 North 20th as of May 17, 2019. We confirm that these funds are fully free of any liens, debts and/or encumbrances and are clean, clear and non-criminal origin and are available in the form of a Cashier's Check should Mr. Currie be awarded the bid at 217 North 20th.
Please contact me at 406-869-4153 should you have any questions regarding the contents of this letter.

Sincerely,

Garrett Scott
Vice-President-Billings Homestead Bank

GJS:jd

Authentisign ID: DBB6ABC4-EB94-4079-9051-A22E9210D7BD

Construction Bid Form

C.K. MACK

Owner Information

Name	Trent Currie
Address	23 Monroe St.
City, State ZIP	Billings, MT 59101
Phone	406-861-7701
Email	closequick406@gmail.com
Project name	217 North 20th St.

Contractor Information

Company	C.K. Mack, LLC
Name	Mack Schicktanz
Address	1302 24th St. West #357
City, State ZIP	Billings, MT 59102
Phone	406-671-7948
Email	mack@ckmack.com
Completion date	July 15th, 2019

Scope of Work

This project will get the property located at 217 North 20th St. taken down to bare ground ready for future development.

Fencing-$1,000
Demolition of Properties-$47,000
Testing-$1,500
Permits-$750
Dirt-$9,750
Trees-$5,000

Total-$65,000

Not Included

This is an inclusive bid to prepare the property for development.

Company Proposal

This bid was done by Mack Schicktanz. All work will be completed by July 15th, 2019. Work will begin upon signed acceptance of this bid. An initial payment of $10,000 will be required to initiate the teardown.

Authentisign

Mackie Schicktanz

Submitted by: Mack Schicktanz

April 18th, 2019

Date

Owner Acceptance

Estimate

Dirk Arnold Construction, Inc.

2550 Terrace Dr
Billings, MT 59102
406-861-5133

Date	Estimate #
4/24/2019	8397

Name / Address
Trent Currie 23 Monroe ST Billings, MT 59101

P.O. No.	Terms	Project

Item	Description
02.10 Demo	Demolition of all buildings on 217 North 20th ST and Property brought back to level, ready for new Construction Includes: All Bonds, Permits, and fencing. Includes: Hazardous material testing and removal.
	Total $73,000.00

Signature _____

PROPOSAL

4/22/19

Big Time Construction
PO Box 1431
Billings, MT 59103
406-672-9995

To

Trent Currie
Billings, MT 59102
406-861-7701

Salesperson	Job	Payment Terms	Due Date
Aaron Langford	217 N 20th Demolition	Due on receipt	Upon Completion

Qty	Description	Unit Price	Line Total
1	Tear down 4 homes located at 213 and 217 North 20th St. Billings, MT 59101	$69,000	69,000
	-Obtain and provide all appropriate demolition permits		
	-Demolish 4 homes on the premises		
	-Properly dispose of any hazardous materials (asbestos, meth contamination)		
	-Demolish all foundation and driveway materials		
	-Clean the entire site of all construction and debris		
	-Provide liability insurance for the job		
	-Provide specific hazardous removal permits		
	-Take appropriate precautions to keep out intruders during demolition		
	When complete, the site will be left clean of debris and construction materials in ready to build condition.		
		Subtotal	$69,000
		Total	$69,000

Proposal Acceptance

Signed:_____ Date:_____

Printed:_____

EAST BILLINGS URBAN RENEWAL DISTRICT (EBURD)

5/28/2019

Billings Industrial Revitalization District (BIRD) Recommended Assistance

Project: Demolition and abatement of structures and removal of blight
Entity: Trent Currie - 217 & 217 1/2 N 20th Street. North Billings, MT 59101
Tax parcel: A00459

Demolition of two old Meth houses to prepare lot for redevelopment
Eliminates gathering spot for transients

Eligible Public Improvements	Requested		Recommended	MCA Statute
Demolition and abatement of structures removal of blight	55,000.00	60%	33,000.00	7-15-4288 (2)
Back fill demolition sites	10,000.00	20%	2,000.00	7-15-4288 (2)
Permits	2,000.00	50%	1,000.00	7-15-4233 (m)(n)
			-	
			-	
TOTAL	**67,000.00**		**36,000.00**	**54%**

Current taxable value		64,775.00
Projected taxable value on completion		35,000.00
value added		(29,775.00)
estimated annual increment generated	N/A	
multiplied by remaining TIF years (25)	N/A	

Public Benefit:
This project correlates with the EBURD Master Plan
by eliminating blighted buildings from the district.
It encourages redevelopment of the property which will add to the revitalization of the EBURD.

Subject Property – 217 North 20th Street
N 20TH ST
N 19TH ST
2ND AVE N
A00459
A00458
A00460
A00461
A00462
A00463
A00464
A00456
A00455
A00454
A00453A
A00453
A00452
A00451
A00475
A00473
A00470
A00469
A00446
A00447
A00448
A00445
A00444
A00443
A00442
A00450
A00449
A00194
A00192
A00191
A00196D
A00196A
A00190
A00185
A00186
A00556
A00557
A00558
A00559
A00561
A00553
A00552
A00566
D13145C

EAST BILLINGS URBAN RENEWAL DISTRICT (EBURD)

5/28/2019

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			-	
			-	
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estimated annual increment generated	N/A	
multiplied by remaining TIF years (25)	N/A	

Public Benefit:
This project correlates with the EBURD Master Plan
by eliminating blighted buildings from the district.
It encourages redevelopment of the property which will add to the revitalization of the EBURD.

Consent **1. I.**

Regular City Council Meeting

Meeting Date: 07/22/2019

TITLE: Authorizing the Issuance and Calling for a Negotiated Sale for Sidewalk Bonds WO 18-02

PRESENTED BY: Andy Zoeller

Department: City Hall Administration

Presentation: No

PROBLEM/ISSUE STATEMENT

The City needs to sell bonds to finance W.O. 18-02. This will finance the construction of sidewalk, curb and gutter, drive approaches, and alley approaches throughout the city. The areas of work were developed by City staff recommendation, calls from the public, and identified tripping hazards.

Upon approval of this resolution, the City can proceed with the sale of the bonds.

ALTERNATIVES ANALYZED

The Council may:

- Approve the resolution; or
- Not approve the resolution and find another funding source which would delay the project.

FINANCIAL IMPACT

The City is selling bonds for $205,000, which was anticipated within the FY20 budget. The full financial impact will be determined after the bond sale, as the interest rate will be determined during negotiations.

RECOMMENDATION

Staff recommends that the City Council approve the attached resolution that authorizes a negotiated bond sale for the indicated project.

APPROVED BY CITY ADMINISTRATOR

Attachments

resolution

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. 19-_____, entitled: "RESOLUTION RELATING TO UP TO $205,000 SPECIAL SIDEWALK, CURB, GUTTER AND ALLEY APPROACH BONDS, SERIES 2019; AUTHORIZING THE ISSUANCE AND PRIVATE NEGOTIATED SALE THEREOF AND AUTHORIZING THE PLEDGE OF THE REVOLVING FUND TO THE SECURITY THEREOF" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on July 22, 2019, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Council Members voted in favor thereof: _____ _____; voted against the same: _____; abstained from voting thereon: _____; or were absent: _____.

WITNESS my hand officially this 22nd day of July, 2019.

_____
City Clerk

RESOLUTION NO. _____

RESOLUTION RELATING TO UP TO $205,000 SPECIAL SIDEWALK, CURB, GUTTER AND ALLEY APPROACH BONDS, SERIES 2019; AUTHORIZING THE ISSUANCE AND PRIVATE NEGOTIATED SALE THEREOF AND AUTHORIZING THE PLEDGE OF THE REVOLVING FUND TO THE SECURITY THEREOF

BE IT RESOLVED by the City Council (the "Council") of the City of Billings, Montana (the "City"), as follows:

Section 1. Recitals.

1.01. Prior Acts. This Council has duly and validly ordered in under Montana Code Annotated, Title 7, Chapter 14, Part 41, as amended and Title 7, Chapter 12, Parts 41 and 42, as amended (collectively, the "Act") the installation, construction, reconstruction, or replacements of certain curbs, gutters, sidewalks, drive approaches, driveways, alley approaches and appurtenant improvements in certain locations in the City, which are designated as W.O. 18-02, Miscellaneous Improvements (the "Improvements"). The City has determined to assess the costs of the Improvements against property adjacent to the Improvements. Costs of the Improvements include costs of the design, engineering, construction and installation of the Improvements, costs of funding a deposit to the City's Special Improvement District Revolving Fund (the "Revolving Fund"), costs associated with the sale of the Bonds (as hereinafter defined) and all other incidental costs.

1.02. Proposed Bond Issue. The City proposes to issue special sidewalk, curb, gutter and alley approach bonds of the City in the maximum estimated principal amount of $205,000 to pay the costs of the Improvements (the "Bonds"). The Bonds are to be payable from special assessments to be levied against property adjacent to the Improvements, which property will be specially benefited by the Improvements. Assessments will be levied against the property adjacent to the Improvements in an amount not less than the principal amount of the Bonds to be issued.

The costs of the Improvements are currently estimated, as follows:

Construction Costs	$178,762.46
Design and Construction Administration	23,741.10
Total Project Costs	$202,503.56
Less Contributions	(16,639.24)
Project Costs to be Assessed	$185,864.32
Finance	150.00
Revolving Fund	10,250.00
Issuance Costs	8,000.00
Rounding Amount	735.68
Total	$205,000.00

Section 2. Sale and Term of Bonds.

2.01. Principal Amount. Pursuant to Sections 7-12-4204 and 17-5-107, Montana Code Annotated, this Council hereby determines that it is in the best interests of the properties specially benefiting from the Improvements and the City to sell the Bonds at a private negotiated sale. The City Finance Director is authorized to select a purchaser (the "Purchaser") for the Bonds and to negotiate the sale thereof, subject to Section 2.02 hereof.

2.02. Pricing and Terms. The Bonds shall be sold to the Purchaser on the terms and at a purchase price subject to the following limitations and conditions: (1) the aggregate principal amount of the Bonds shall not exceed $205,000; (2) the net interest cost on the Bonds shall not exceed 5.0%; (3) the purchase price of the Bonds shall not be less than 100% of the principal amount thereof; (4) the term of the Bonds shall not exceed 12 years; (5) the Bonds shall be payable from special assessments to be levied against property adjacent to the Improvements; and (6) the Bonds shall be callable from the prepayment of special assessments.

All costs of issuing the Bonds (including, without limitation, the fees and expenses of Dorsey & Whitney LLP, the City's Bond Counsel, the fees of the Paying Agent and Registrar and the Bonds, if any) shall be paid by the City as part of the financing from proceeds of the Bonds or other available sources.

2.03. Bond Purchase Agreement. The City Administrator and City Finance Director are hereby authorized and directed to approve the final principal amount of the Bonds, dated date, debt service schedule, interest rates and redemption provisions of the Bonds, subject to the limitations contained in Section 2.02 hereof and the Act. Upon approving such terms, the City Administrator and City Finance Director are hereby authorized and directed to approve, execute and deliver to the Purchaser a bond purchase agreement (the "Bond Purchase Agreement"), containing the agreement of the City to sell, and the agreement of the Purchaser to purchase, the Bonds on the terms so approved, and containing such other provisions as such officers shall deem necessary and appropriate. In the event of the absence or disability of the City Administrator and City Finance Director, the Mayor or Deputy City Administrator shall make such approvals and execute and deliver the Bond Purchase Agreement. The execution and delivery by appropriate officers of the City of the Bond Purchase Agreement shall be conclusive as to the approval of such officers of the terms of the Bonds and the agreement of the City to sell the Bonds on such terms in accordance with the provisions thereof.

The form of the Bonds and the final terms and conditions thereof shall be prescribed by a subsequent resolution to be adopted by this Council.

Section 3. Pledge of Revolving Fund. In the resolution ordering the Improvements, adopted on May 29, 2018, this Council found it to be in the public interest, and in the best interest of the properties specially benefitting from the Improvements and the City, to secure payment of principal of and interest on the Bonds by the Revolving Fund and authorized the City to enter into the undertakings and agreements authorized in the Act in respect of the Bonds, based on the factors required to be considered under Section 7-12-4225(4) of the Act. Those findings and determinations are hereby ratified and confirmed. It is hereby covenanted and

recited that the City has the power under the Act to pledge the Revolving Fund to payment of the principal of and interest on the Bonds.

PASSED AND APPROVED by the City Council of the City of Billings, Montana, this 22nd day of July, 2019.

_____
Mayor

Attest: _____
City Clerk

Consent **1. J.**

Regular City Council Meeting

Meeting Date: 07/22/2019

TITLE: Second Reading Ordinance - Amending the South Billings Boulevard Urban Renewal Plan

PRESENTED BY: Wyeth Friday

Department: Planning & Community Services

Presentation: No

PROBLEM/ISSUE STATEMENT

The City Council is being asked to adopt an ordinance making amendments to the South Billings Boulevard Urban Renewal Plan to achieve community goals of providing public safety, recreation, and other community projects and programs in the South Billings Boulevard Urban Renewal District (SBBURD). The Council along with other stakeholders has found projects and programs being contemplated now and in the future which are not included in the Plan that was adopted in 2008. The City would like to be able to fund directly or bond for projects in the SBBURD and amendments to the Plan must be made to accommodate current and future projects and programs. Two major projects being focused on in the near term are expansion of a law enforcement evidence facility and a community recreation center in the SBBURD.

The Council adopted the ordinance on first reading to amend the South Billings Boulevard Urban Renewal Plan at its meeting on July 8. Ordinances require two readings and the Council is scheduled to act on the second reading of the ordinance at this meeting.

ALTERNATIVES ANALYZED

City Council may:

- Approve amendments to the SBBURD Plan ; or,
- Not Approve amendments to the SBBURD Plan. Not approving the amendments severely limits the City's ability to move forward with projects identified by the City, SBURA and public.

FINANCIAL IMPACT

There is no direct fiscal impact to the City by amending the South Billings Boulevard Urban Renewal Plan. However, making these amendments will make the Plan more flexible to address project and program funding with urban renewal funds in the future, enabling the City to consider using its other resources for projects and programs outside of the SBBURD.

BACKGROUND

The City Council would like to make amendments to the South Billings Boulevard Urban Renewal Plan to achieve community goals of providing public safety, recreation, and other community projects and programs in the South Billings Boulevard Urban Renewal District (SBBURD). The Council along with other stakeholders has found projects and programs being contemplated now and in the future are not included in the Plan that was adopted in 2008. Two major projects being focused on in the near term are expansion of a law enforcement evidence facility and a community recreation center in the SBBURD.

The process to amend the SBBURD Plan called out in Montana Code for urban renewal districts has several key action steps, and the City added a separate public meeting at the beginning of the process to increase communication with the community. The City has followed these steps,

including conducting a public hearing and taking action on the ordinance on first reading on July 8. The steps are as follows:

- May 30, 2019 – Public Information Meeting and Request for Public Input on Projects and Programs to include in Urban Renewal Plan Amendment
- June 4 – South Billings Urban Renewal Association Board Meeting – The Board reviewed the public and staff project and program recommendations for the Urban Renewal Plan Amendment and forwarded a recommendation to City Council on a unanimous vote.
- June 18 – Send out Property Owner Notification of City Council Public Hearing and First Reading of Ordinance to Amend Urban Renewal Plan for July 8 CC Meeting.
- June 25 – Planning Board Meeting Reviews Urban Renewal Plan Amendment and recommends amendment is in conformance with the 2016 City of Billings Growth Policy (See attached conformance letter)
- June 28 and July 5 – Legal Ad in Yellowstone County News for City Council Public Hearing and First Reading Ordinance
- July 8 – City Council Regular Meeting – Public Hearing and Approval of First Reading of Ordinance to Amend Urban Renewal Plan
- July 22 - City Council Regular Meeting – Second Reading of Ordinance to Amend Urban Renewal Plan

STAKEHOLDERS

The City has coordinated with the SBURA to provide multiple opportunities for community input and comment. The public also was able to comment at the public hearing that was advertised for the July 8 meeting when the Council approved first reading of the ordinance. The opportunities for community involvement in this process have been as follows:

- May 30, 2019 – Property Owner Notification Mailing for this Public Information Meeting and Request for Public Input on Projects and Programs to include in Urban Renewal Plan Amendment
- June 4 – South Billings Urban Renewal Association Board Meeting – The Board reviewed the public and staff project and program recommendations for the Urban Renewal Plan Amendment and forwarded a recommendation to City Council on a unanimous vote.
- June 18 – Property Owner Notification Mailed for City Council Public Hearing and First Reading of Ordinance to Amend Urban Renewal Plan for July 8 CC Meeting
- July 8 – City Council Regular Meeting – Public Hearing and First Reading of Ordinance to Amend Urban Renewal Plan
- July 22 - City Council Regular Meeting – Second Reading of Ordinance to Amend Urban Renewal Plan

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

As per Montana Code for urban renewal district plan formation and amendment, the Yellowstone County Board of Planning reviewed the SBBURD Plan Amendment at its June 25 meeting and has found the amendment is in conformance with the 2016 City of Billings Growth Policy (See attached conformance letter).

RECOMMENDATION

The South Billings Urban Renewal Association and City staff recommend the City Council adopt the amendments to the SBBURD Urban Renewal Plan on Second Reading.

APPROVED BY CITY ADMINISTRATOR

Attachments

SBBURD Plan Amendment Ordinance
SBBURD Urban Renewal Plan Amended
Planning Board Letter

ORDINANCE 19-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE SOUTH BILLINGS BOULEVARD URBAN RENEWAL PLAN FOR THE SOUTH BILLINGS BOULEVARD URBAN RENEWAL DISTRICT (SBBURD), FORMED BY THE CITY IN NOVEMBER 2007 AND EXPANDED IN NOVEMBER 2008, BE AMENDED BY REVISING SECTIONS 1, 8, 13 AND 14, PROVIDING FOR ADDITIONAL PROJECTS TO BE FUNDED AND CONSTRUCTED IN THE FUTURE IN THE SBBURD, AS WELL AS UPDATING THE PLAN TO REFLECT THE AMENDMENT PROCESS.

WHEREAS, this Council on May 12, 2008, established the South Billings Boulevard Urban Renewal District and adopted the South Billings Boulevard Urban Renewal Plan under Ordinance 08-5462,

WHEREAS, this Council on December 8, 2008, modified the South Billings Boulevard Urban Renewal District and modified the South Billings Boulevard Urban Renewal Plan under Ordinance 08-5484,

WHEREAS, opportunities have been presented to the City that make it desirable for the City to amend the South Billings Boulevard Urban Renewal Plan to enable further development and redevelopment of properties, demolishing blighted structures, improving such properties with, landscaping, utilities, and other similar improvements, assembling such properties, and making the properties so improved available for private redevelopment.

WHEREAS, the City Council has made amendments to the South Billings Boulevard Urban Renewal Plan as outlined in this Ordinance and as attached as Exhibit A.

WHEREAS, the South Billings Boulevard Urban Renewal Plan has been reviewed and approved by the Yellowstone County Board of Planning, as evidenced by the Board's letter provided to the City Council and the meeting minutes of June 25, 2019.

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

Section 1. That Section 1 of the South Billings Boulevard Urban Renewal Plan be amended so that such section shall read as follows:

On May 12, 2008 the City of Billings adopted an ordinance creating the South Billings Boulevard Urban Renewal District (SBBURD) and established a Tax Increment Finance District. As part of this ordinance, an urban renewal plan and the boundaries of the tax increment finance district were adopted.

Public participation for preparing the urban renewal plan involved public meetings and participation with the City of Billings, the Southwest Corridor Neighborhood Task Force, residents and property owners, Downtown Billings Partnership, and Big Sky Economic Development Authority.

In October of 2008, the City began a modification of the SBBURD to include three additional properties. Two of these properties were recently annexed and contiguous to the existing SBBURD; therefore, the properties are now eligible to be included within the SBBURD. The third property is contiguous and requested an expansion of the district boundary. The modification of the urban renewal plan will reflect the addition of those properties.

The December 2008 modification of the urban renewal plan ~~will~~:

- Served as a framework for the official urban renewal plan
- Fulfilled Montana state law
- Updated and define district boundaries
- Classified~~y~~ blight
- Set forth the protocol for its authorization, execution, and management
- Illustrated the development opportunities
- Documented baseline taxable property values and potential areas for redevelopment

The July 2019 amendment of the urban renewal plan will:

- Identify future projects and programs
- Ensure the City has the option to bond future projects
- Update to the 2008 Plan to reflect the 2019 amendment process

Section 8. That Section 8 of the South Billings Boulevard Urban Renewal Plan be amended so that such section shall read as follows:

Stakeholder and Community Participation

The initial concept of developing a Tax Increment Finance District and an Urban Renewal Plan in the South Billings Boulevard area was brought forward by the City of Billings, Big Sky Economic Development Authority and the Downtown Billings Partnership. After discussions and meetings with the Southwest Corridor Task Force, it was determined that a steering committee would be established to move forward with the development of an Urban Renewal Plan for the creation of the South Billings Boulevard TIF District. After discussions with the participating members, it was apparent that direct communication with business owners, landowners and public participation was critical for the project to be a success. Two public meetings were scheduled to open dialogue on the proposed Urban Renewal Plan and TIF District process, and to set goals and objectives of the project. It also became clear that a grass-roots effort conducted and led by the property owners themselves was needed.

In October of 2008, the city began an urban renewal plan modification process to include 3

additional properties to the district pursuant to Montana Code section 7-15-4221. All property owners affected by the urban renewal plan modification were notified by mail of the public hearing on the Urban Renewal Plan held November 24, 2008.

In May 2019 the City in coordination with the South Billings Urban Renewal Association began the process to amend the South Billings Urban Renewal Plan. All property owners affected by the urban renewal plan amendment were notified by mail of a public meeting to discuss and receive public comment on the Plan amendment on May 30, 2019. All property owners affected by the urban renewal plan amendment were also notified of the public hearing on the Urban Renewal Plan held July 8, 2019.

Planning, City Administration and Legal Review

During the many meetings with the local property owners and the Southwest Neighborhood Task Force, it was decided to begin the process of finalizing the urban renewal plan and take it to the city council before the end of 2007. The urban renewal plan was sent to the City Legal Department and City Administration for review and comments. Comments and recommendations from both City Legal and City Administration were taken into account and incorporated into this plan.

The plan was also sent to the Yellowstone County Board of Planning for its review and recommendations regarding the plan's confo1mity to the 2003 Growth Policy Plan. A recommendation of approval was passed by the Planning Board on October 23, 2007. The plan was then presented at a City Council Work Session on November 5, 2007. The public hearing and first reading of the Ordinance was held by the City Council on November 26, 2007 with the second reading and final adoption on December 10, 2007.

The modification to the SBBURD plan began in October of 2008. On November 10, 2008, the Billings City Council passed a Resolution Declaring Blight, Intent to Modify the District, and Setting a Public Hearing Date. The Yellowstone County Board of Planning reviewed the modified Urban Renewal Plan and made recommendations to the City Council with regard to the plan's conformity with the 2003 Growth Policy on November 12, 2008. The affected property owners were notified of the plan's modification and public hearing notices were published on November 6, 2008 and November 13, 2008 for the first reading and public hearing on the modification of the plan.

The City initiated an amendment to the SBBURD plan in May 2019 to ensure future projects contemplated by the City and also provided by public comments and recommendations would be possible if funded by bonding or directly through tax increment funds generated by the SBBURD. The process to amend the plan has followed the process described in Montana Code as follows: The Yellowstone County Board of Planning reviewed the modified Urban Renewal Plan and made recommendations to the City Council with regard to the plan's conformity with the 2016 Growth Policy on June 25, 2019. The affected property owners were notified by mailed postcard of the plan's modification, and public hearing notices were

published on June 28, 2019 and July 5, 2019 for the first reading and public hearing on the plan amendment.

Section 13. That Section 13 of the South Billings Boulevard Urban Renewal Plan be amended so that such section shall read as follows:

Section 13 - Urban Renewal Projects and Programs

The Urban Renewal Projects were identified by property owners within the district during the public meetings at the time the Plan was first adopted in 2008 and also during the amendment process in 2019., Information for the 2008 Plan adoption process utilized the Southwest Corridor Task Force meetings and delivery through comments mailed to the Planning Division. For the 2019 amendment process, a public meeting was held at Orchard Elementary School on May 30, 2019 where projects ideas and comments were collected, as well as at the South Billings Urban Renewal Association meeting on June 4, 2019. It is the City's intent to use Tax Increment to finance public improvement projects. In addition to TIF financing, the City may also use Special Improvement District financing as well as grant funding through but not limited to, the Community Development Block Grant Program. By combining funding opportunities, more projects will be able to be completed.

The project and program list below encompasses both items included in the 2008 Plan as well as the new recommendations for the 2019 Plan amendment. The items are identified by the year:

2008 Project and Program Recommendations:

Project: Traffic calming measures on Calhoun and Orchard Streets.

Project: Street improvements on Newman Drive between Simpson and Stone Streets, install curb and gutter.

Project: Pave, curb and gutter on Simpson from Calhoun to Newman.

Project: Widen, curb and gutter (where needed) and repave Calhoun the

full length. Project: Widen, curb and gutter (where needed) and repave

Orchard the full length. Project: Widen, curb and gutter (where needed)

and repave Hallowell the full length.

Project: Widen, curb and gutter and install bike path or sidewalk the full length of King Avenue East from Parkway to Riverside Drive.

Project: Safety to school plan.

Project: Crosswalks within the district (where

needed). Project: Sidewalks within the district

(where needed).

Project: Street lights along King

Avenue East. Project: Street

widening at Optimist Park.

Project: 4100 Block of Vaughn Street - sidewalk.

Project: 4100 Block of Vaughn - public sewer needed,

drainfields failing. Project: Bike/pedestrian routes along King

Avenue.

Project: Sewer improvements on South Billings Boulevard from Mitchell north to Underpass Road. Sewer line currently runs east under adjoining residential development.

Project: Repave Morgan Avenue between Hallowell Lane and Jackson Street include sidewalks, street lights.

Project: Install public sewer along Morgan Avenue that includes storm water

improvements. Project: More bike trails throughout neighborhood.

Project: Park improvements for Little League and soccer leagues.

Project: Community Resource Officer within the neighborhood to steer kids away from drugs and promote a safe neighborhood.

Project: Pave Newman Lane behind Newman Elementary School.

Project: Storm water improvement at the Northeast comer of Phillip and

Hallowell. Project: Need school zone signage at Newman Elementary

School.

Project: Installation and improvement of municipal water and sewer lines within

the district. Project: Installation of sidewalks on Jackson Street (where needed).

Project: Stop light at South Billings Boulevard and Midland

Road. Project: Neighborhood wide traffic study for traffic

calming strategies.

Project: Assess adequacy of fire hydrants throughout the neighborhood and add fire hydrants as needed.

Project: Traffic light at State Avenue and Hallowell

Lane. Project: Continuation of street lights on Jackson

to King Avenue.

In addition to property~~1iy~~ owner identification of projects for the district, the City of Billings Public Works Department has several ongoing or future infrastructure projects scheduled. These projects include the following:

- Orchard Lane - Replacement of a water main in Orchard Lane from just south of King Avenue East to Underpass Avenue. This project is scheduled for the spring or fall of 2009.
- Calhoun Lane – Replacement of water main in Calhoun Lane from King Avenue East to Underpass Avenue. This project could be scheduled for 2010 or 2011.
- Jackson Street - Jackson Street is split into two phases. The first phase will provide sidewalk and drive approaches on the west side of Jackson Street from King Avenue East to Ryan Avenue. The second phase will provide drive approaches, sidewalk, curb and gutter, and ADA ramps along both sides of Jackson Street from State Avenue to Kratz Lane. These phases are programmed in the FY 2009 Budget
- Newman Lane and Bruce Avenue - Sanitary sewer rehabilitation work was completed in the TIF district in 2007 at Newman Lane and Bruce Avenue.

2019 Project and Program Recommendations:

Parks & Recreational Amenities – Construct and enhance public facilities that will increase the quality or quantity of parks and recreational activities within the District. This may include, but is not limited to, a recreation center, swimming pool, ice arena, indoor and outdoor park development, and other amenities.

Public Safety – Construction of Police or Fire facilities within the District, to include necessary

furnishings for such facilities.

Railroad Infrastructure – Coordinate with BNSF Railway and Montana Rail Link on safety and long-term viability of railroad crossings and corridors in the District and cooperate on projects with the railroads and City of Billings.

Walking Paths and Trails – Construct sidewalks, trails and pathways throughout the District with landscaping to ensure the safety of children and all pedestrians, as well as provide access to neighborhoods and services.

Transportation Corridor Improvements – Construct and reconstruct transportation infrastructure in the District to include streets, sidewalks, lighting, traffic control, multi-purpose side paths, landscaping, water, sewer, stormwater, and transit access projects.

School and Community Services – Assist in funding projects and programs in the District to enhance school playgrounds and athletic fields, health and wellness programs, access to community meeting and activity spaces, and other efforts that improve access to school and community services.

Section 14. That Section 14 of the South Billings Boulevard Urban Renewal Plan be amended so that such section shall read as follows:

Section 14 - Identified Projects and Programs in Relationship to the Goals and Objectives Respective to the 2016 City of Billings ~~County~~ Growth Policy ~~Plan~~

One of the requirements of Montana's Urban Renewal Law (Title 7, Chapter 15, Parts 42 and 43, MCA) is that the urban renewal plan must conform to the community's growth policy. The ~~Yellowstone County and~~ 2016 City of Billings ~~2003~~ Growth Policy ~~Plan~~ ("Growth Policy") refers to and promotes economic development and urban renewal in a variety of ways. The preceding list of urban renewal goals listed in Section 13 are relevant to the ~~goals~~ Growth Guidelines identified in the Growth Policy in the following ~~elements~~areas:

Growth Guidelines

Essential Investments (relating public and private expenditures to public values)

- The safety of all users and the connectivity of the transportation system are important criteria to consider in roadway designs and transportation plans
- Public transit and commercial air service are critical to ensure access to and around the City
- Planning and construction of safe and affordable interconnected sidewalks and trails are important to the economy and livability of Billings.

- Developed parks that provide recreation, special amenities (community gardens, dog parks, viewing areas), and active living opportunities are desirable for an attractive and healthy community
- Landscaping of public rights-of-way and entryways makes Billings more visually appealing to residents and visitors
- Public health and safety and emergency service response are critical to the well-being of Billings' residents, businesses, and visitors
- Infill development and development near existing City infrastructure may be the most cost effective
- The history and heritage of Billings are cornerstones of our community
- Neighborhoods that are safe and attractive and provide essential services are much desired
- Infrastructure and service investments that stabilize or improve property values, secure future utility costs, consider maintenance costs, and improve our environmental quality far into the future (i.e. energy efficient) are desirable
- A supportive school system that inspires, motivates, and prepares students for meaningful employment is important for ensuring a high quality, competitive community

Place Making (Enhance, maintain, preserve, and improve existing public places)

- A multi-use community recreation facility is desirable
- Enhancement and maintenance of public spaces and buildings through City stewardship is integral to a vibrant community
- Park master plans and transportation plans are important to facilitate the preservation and improved public access to the Yellowstone River and the Rims
- Public and private partnerships are valuable for creating enhanced entryways into Billings
- Enhancing public buildings and spaces to be more efficient in their uses of energy, money, and space is important to having a vibrant and livable City

Community Fabric (attractive, aesthetically pleasing, uniquely Billings)

- Developed landscape areas in commercial areas encourage more pedestrian activity and vibrant commercial activity
- Attractive streetscapes provide a pleasant and calming travel experience in urban and suburban neighborhoods
- Outdoor public spaces provide casual and relaxing gathering areas for people
- Planning and construction of interconnected sidewalks and trails are important to the livability of Billings
- Cost-effective landscaping of public rights-of-way and entryways makes Billings more visually appealing to residents and visitors

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

- Walkable neighborhoods that permit convenient destinations such as neighborhood services, open space, parks, schools and public gathering spaces foster health, good will and social interaction
- Safe and livable neighborhoods can be achieved through subdivision design that focuses on complete streets, pedestrian-scale street lights, street trees and walkable access to public spaces
- Implementation of the Infill Policy is important to encourage development of underutilized properties

Home Base (healthy, safe and diverse housing options)

- A mix of housing types that meet the needs of a diverse population is important
- Common to all types of housing choices is the desire to live in surroundings that are affordable, healthy and safe
- Homes that are safe and sound support a healthy community

Mobility and Access (transportation choices in places where goods and services are accessible to all)

- Connecting people to places with transportation choices is vital to the well-being of Billings' residents, businesses and visitors
- Safe and accessible transportation systems benefit everyone's quality of life
- Affordable public transit is much desired
- Development oriented to transit routes will provide more transportation choices and is preferred
- "Safe Routes to Schools" promotes physical health and reduces vehicle trips, earning parents more time and less costs for transportation
- Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings
- On-street bike facilities promote predictability for all users
- Technology can reduce congestion and facilitate emergency vehicle travel at railroad crossings

Prosperity (promoting equal opportunity and economic advancement)

- Predictable, reasonable City taxes and assessments are important to Billings' taxpayers
- Successful businesses that provide local jobs benefit the community
- Community investments that attract and retain a strong, skilled and diverse workforce also attracts businesses
- Retaining and supporting existing businesses helps sustain a healthy economy

PASSED by the City Council on first reading this 8th day of July, 2019.

PASSED, ADOPTED and APPROVED on second reading this 22nd day of July, 2019.

CITY OF BILLINGS:

By: _____
William A. Cole, Mayor

ATTEST:

By: _____
Denise R. Bohlman, City Clerk

Exhibit A

South Billings Boulevard Urban Renewal Plan Attached

Urban Renewal Plan for the South Billings Boulevard Urban Renewal Area

Prepared by the Planning & Community Services Department
Adopted by the Billings City Council on December 8, 2008
Amended by the Billings City Council on July 22, 2019

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- Mark Astle
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- Jim Ronquillo
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- Ed Ulledalen
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Southwest Corrn-idor Task Force Officers
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- Floyd Martin, Vice Chair
- Alan Pomick, Treasurer
- Debbie Rowe, Secretary

Big Sky Economic Development Authority

Downtown Billings Paiinership

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Alta Dean
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2019 Participants and Stakeholders

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Billings Police Department

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Section 1 - Introduction

On May 12, 2008 the City of Billings adopted an ordinance creating the South Billings Boulevard Urban Renewal District (SBBURD) and established a Tax Increment Finance District. As part of this ordinance, an urban renewal plan and the boundaries of the tax increment finance district were adopted. Public participation for preparing the urban renewal plan involved public meetings and participation with the City of Billings, the Southwest Corridor Neighborhood Task Force, residents and property owners, Downtown Billings Partnership, and Big Sky Economic Development Authority.
In October of 2008, the City began a modification of the SBBURD to include three additional properties. Two of these properties were recently annexed and contiguous to the existing SBBURD; therefore, the properties are now eligible to be included within the SBBURD. The third property is contiguous and requested an expansion of the district boundary. The modification of the urban renewal plan will reflect the addition of those properties.

The December 2008 modification of the urban renewal plan ~~will~~:

- Served as a framework for the official urban renewal plan
- Fulfilled Montana state law
- Updated and define district boundaries
- Classified ~~y~~ blight
- Set forth the protocol for its authorization, execution, and management
- Illustrated the development opportunities
- Documented baseline taxable property values and potential areas for redevelopment

The July 2019 amendment of the urban renewal plan will:

- Identify future projects and programs
- Ensure the City has the option to bond future projects
- Update to the 2008 Plan to reflect the 2019 amendment process

~~The modification of the urban renewal plan will:~~

- ~~Serve as a framework for the official urban renewal plan~~
- ~~Fulfill Montana state law~~
- ~~Update and define district boundaries~~
- ~~Classify blight~~
- ~~Set forth the protocol for its authorization, execution, and management~~
- ~~Illustrate the development opportunities~~
- ~~Document baseline taxable property values and potential areas for redevelopment~~

Section 2 - Definitions

The following terms have the following meanings unless a different meaning is clearly indicated by the context:

1. "Agency" or "urban renewal agency" means a public agency created by Section 7-15-4232 of the Montana Code Annotated.
2. "Blighted area" means an area that is conducive to ill health, transmission of disease, infant m01iality, juvenile delinquency, and crime; substantially impairs or aiTests the sound growth of the city or its environs; retards the provision of housing accommodations; or constitutes an economic

or social liability or is detrimental or constitutes a menace to the public health, safety, welfare, and morals in its present condition and use, by reason of:

a. The substantial physical dilapidation; deterioration; defective construction, material, and arrangement; or age obsolescence of buildings or improvements, whether residential or nonresidential;
b. Inadequate provision for ventilation, light, proper sanitary facilities, or open spaces as determined by competent appraisers on the basis of an examination of the building standards of the municipality;
c. Inappropriate or mixed uses of land or buildings;
d. High density of population and overcrowding;
e. Defective or inadequate street layout;
f. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
g. Excessive land coverage
h. Unsanitary or unsafe conditions;
1. Deterioration of site;
J. Diversity of ownership;
k. Tax or special assessment delinquency exceeding the fair value of the land;
I. Defective or unusual conditions of title;
m. Improper subdivision or obsolete platting;
n. The existence of conditions that endanger life or property by fire or other causes; or
o. Any combination of the factors listed in the subsection (2).

3. "Bonds" means any bonds, notes, or debentures (including refunding obligations) authorized to be issued pursuant to pmi 43 or this pmi.
4. "Clerk" means the clerk or other official of the municipality who is the custodian of the official records of the municipality.
5. "Local governing body" means the council or other legislative body charged with governing the municipality.
6. "Mayor" means the chief executive of a city or town.
7. "Municipality" means any incorporated city or town in the state.
8. "Redevelopment" may include:
   a. acquisition of a blighted area or portion of the area;
   b. demolition and removal of buildings and improvements;
   c. installation, construction, or reconstruction of streets, utilities, parks, playgrounds, and other improvements necessary for carrying out in the area the urban renewal provisions of this paii in accordance with the urban renewal plan; and
   d. making the land available for development or redevelopment by private enterprise or public agencies, including sale, initial leasing, or retention by the municipality itself, at its fair value for uses in accordance with the urban renewal plan. If the property is condemned pursuant to Title 70, chapter 30, the private enterprise or public agencies may not develop the condemned area in a way that is not for a public use.
9. "Urban renewal area" means a blighted area that the local governing body designates as appropriate for an urban renewal project or projects.
10. "Urban renewal plan" means a plan for one or more urban renewal areas or for an urban renewal project. The plan:
    a. must conform to the growth policy if one has been adopted pursuant to Title 76, chapter 1; and;
    b. must be sufficiently complete to indicate, on a yearly basis or otherwise:
       1: any land acquisition, demolition, and removal of structures; redevelopment;

improvements; and rehabilitation that is proposed to be carried out in the urban renewal area;

11: zoning and planning changes, if any, including changes to the growth policy if one has been adopted pursuant to Title 76, chapter 1;

111: land uses, maximum densities, building requirements; and

1v: the plan's relationship to definite local objectives respecting appropriate land uses, improved traffic, public transp01iation, public utilities, recreational and community facilities, and other public improvements.

Section 3 - Background

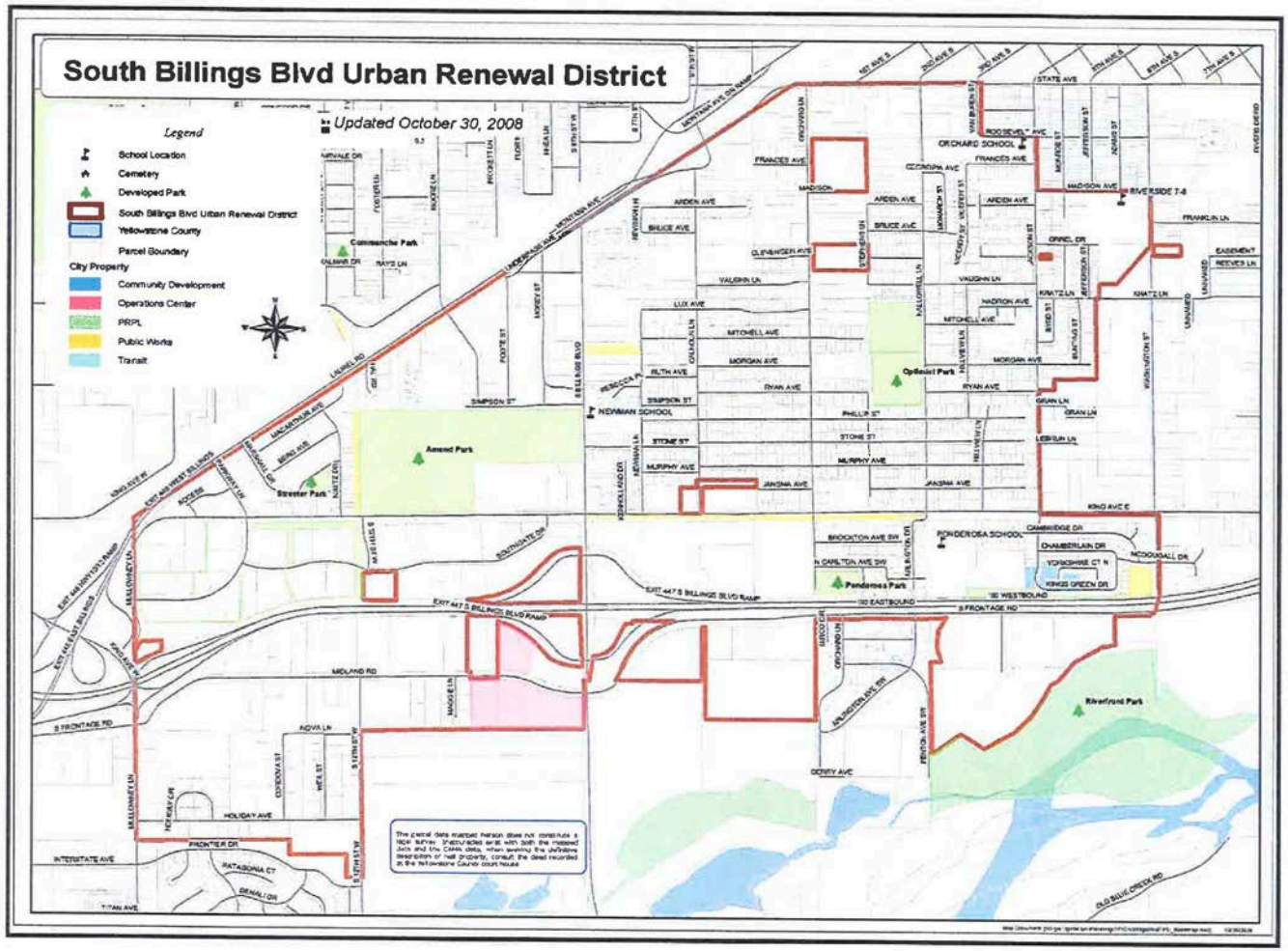
The South Billings Boulevard Urban Renewal District lies within city boundaries, is situated between major transportation routes, and stretches from the east side of the King Avenue Overpass east to Washington Street and from State Avenue South to the city limit boundaries. Located within the district is the I-90/94 Interstate and adjacent north is the major railway line through the city. Map 1 shows the boundaries of the SBBURD.

This district lies within the Southwest Corridor Neighborhood Task Force. The task force was created in the early 1990's in response to the growing problem with the roadway interchanges and associated issues. Since that time, the Task Force has become a more diverse body that handles many issues for the Southwest Billings community. Recent neighborhood issues include the re-opening of the Southgate Cop Shop and the development of Amend Park. Existing land uses and current zoning are shown on Maps 2 and 3.

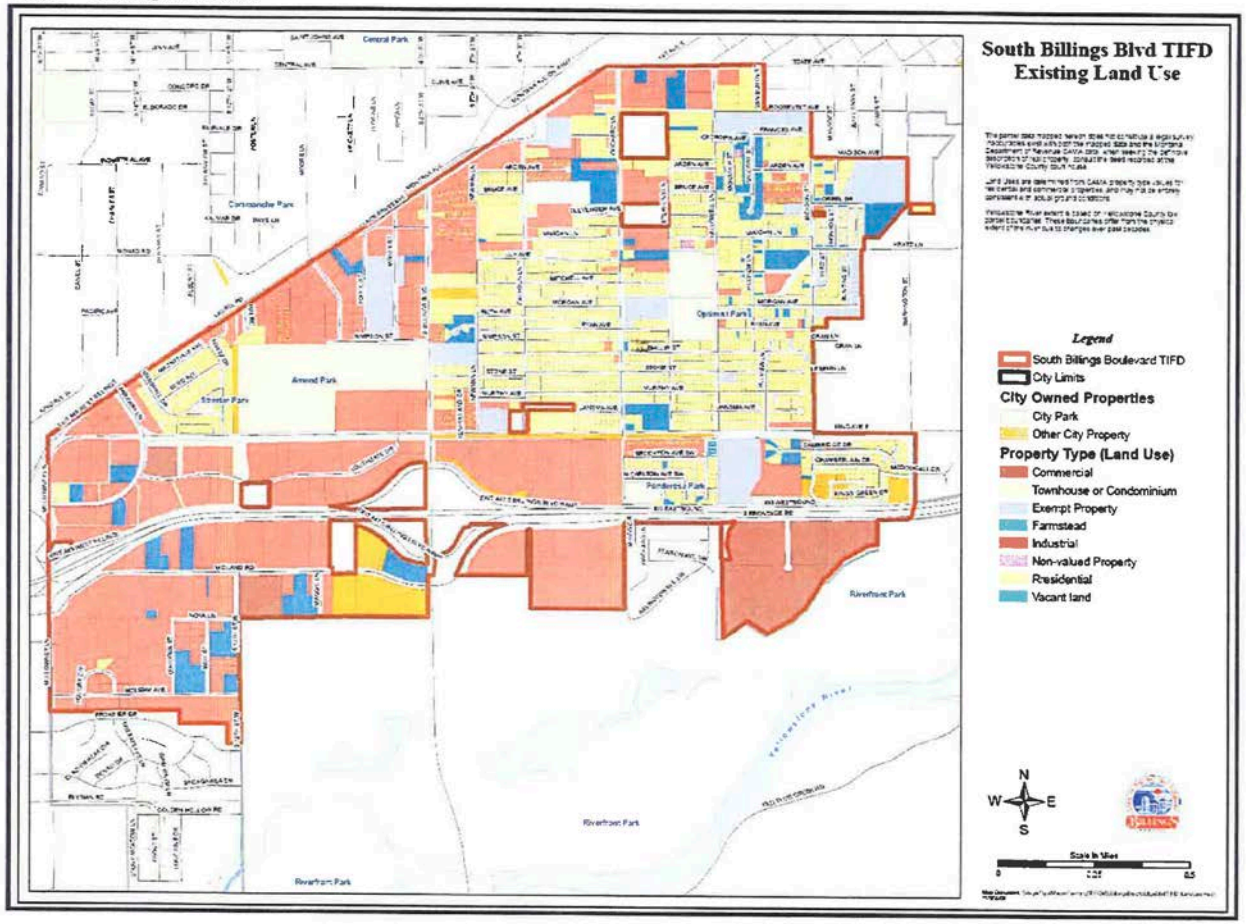
A closer look at this neighborhood shows an established area of mixed residential and commercial uses. This area also includes four schools. Some areas include unimproved streets, no sidewalk, curbs or gutters. In addition, many areas are not served by municipal water and sewer or there is old, inadequate water and sewer infrastructure. Many of the concerns raised by residents within the district center around routes for children to get to school, including bus routes that run on unimproved streets and children walking down the street instead of sidewalks to get to school.

Due to the location, the South Billings Boulevard Urban Renewal District has a tremendous amount of potential to become a major economic force. With the interstate corridor located in this district, the potential exists for this area to become a major destination place for retail, goods and services, manufacturing, and entertainment.

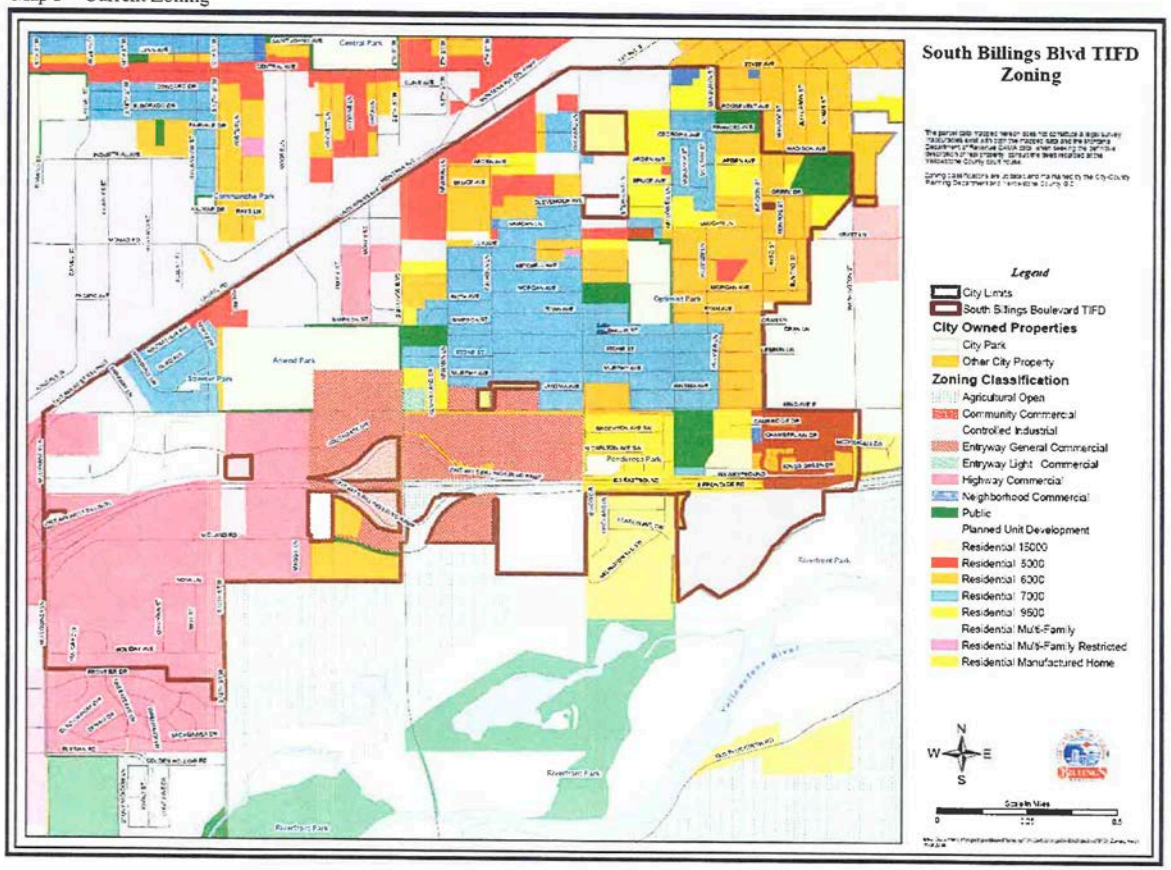
Map 1 – Proposed Boundaries of the District



Map 2 – Existing Land Uses



Map 3 – Current Zoning



Section 4 - Description of Blight

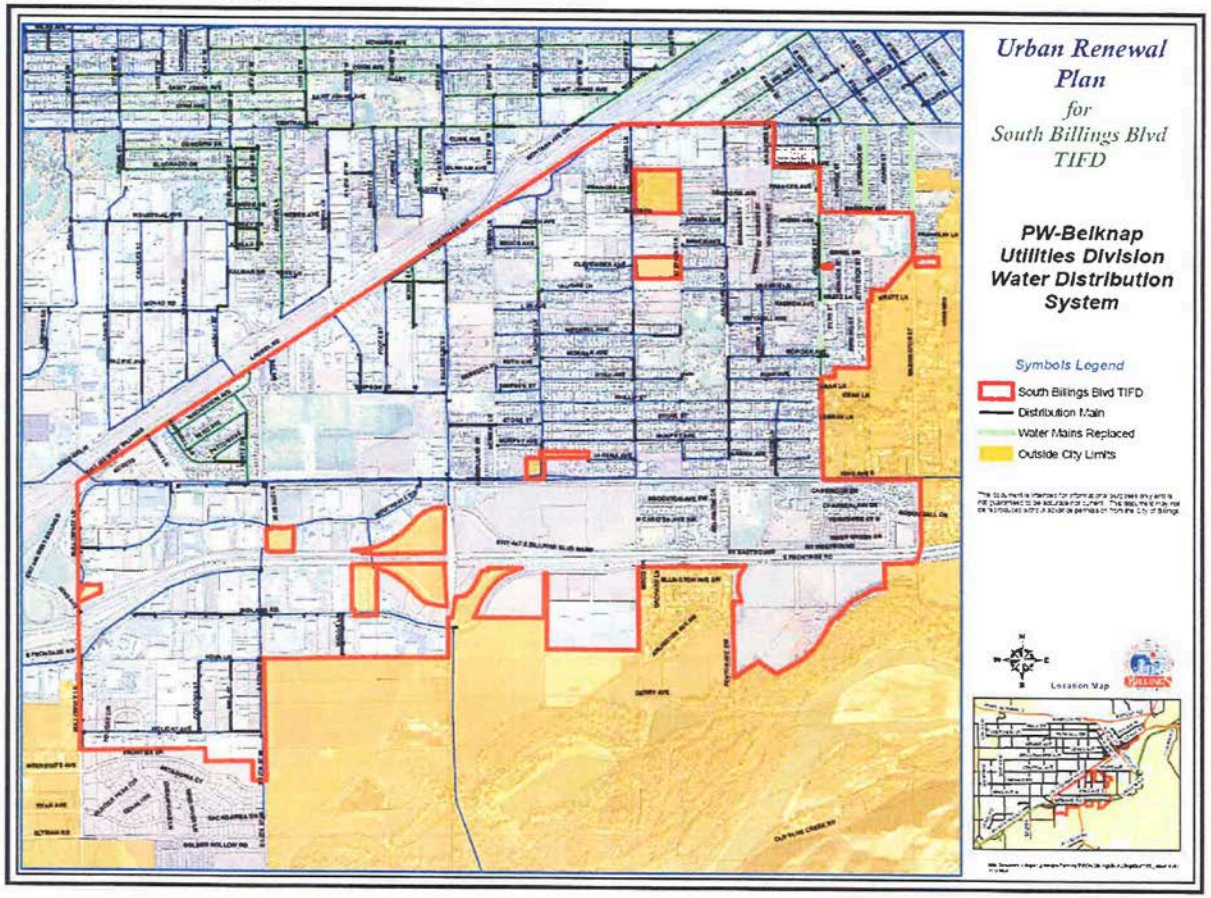
A requirement of Montana Annotated Code 2005 is to justify an urban renewal plan supported through a tax increment finance district through the determination of *blight.* Blight is defined as an area that is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime; substantially impairs or an-ests the sound growth of the city or its environs; retards the provision of housing accommodation; or constitutes an economic or social liability or is detrimental or constitutes a menace to the public health, safety, welfare, and morals in its present condition and use, by reason of:

- the substantial physical dilapidation; deterioration; defective construction, material, and arrangement; or age obsolescence of buildings or improvements, whether residential or nonresidential;
- inadequate provision for ventilation, light, proper sanitary facilities, or open spaces as determined by competent appraisers on the basis of an examination of the building standards of the municipality;
- inappropriate or mixed uses of land or buildings;
- high density of population and overcrowding;
- defective or inadequate street layout;
- faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- excessive land coverage;
- unsanitary or unsafe conditions;
- deterioration of site;
- diversity of ownership
- tax or special assessment delinquency exceeding the fair value of the land;
- defective or unusual conditions of title;
- improper subdivision or obsolete platting;
- the existence of conditions that endanger life or property by fire or other causes;
- any combination of the factors listed

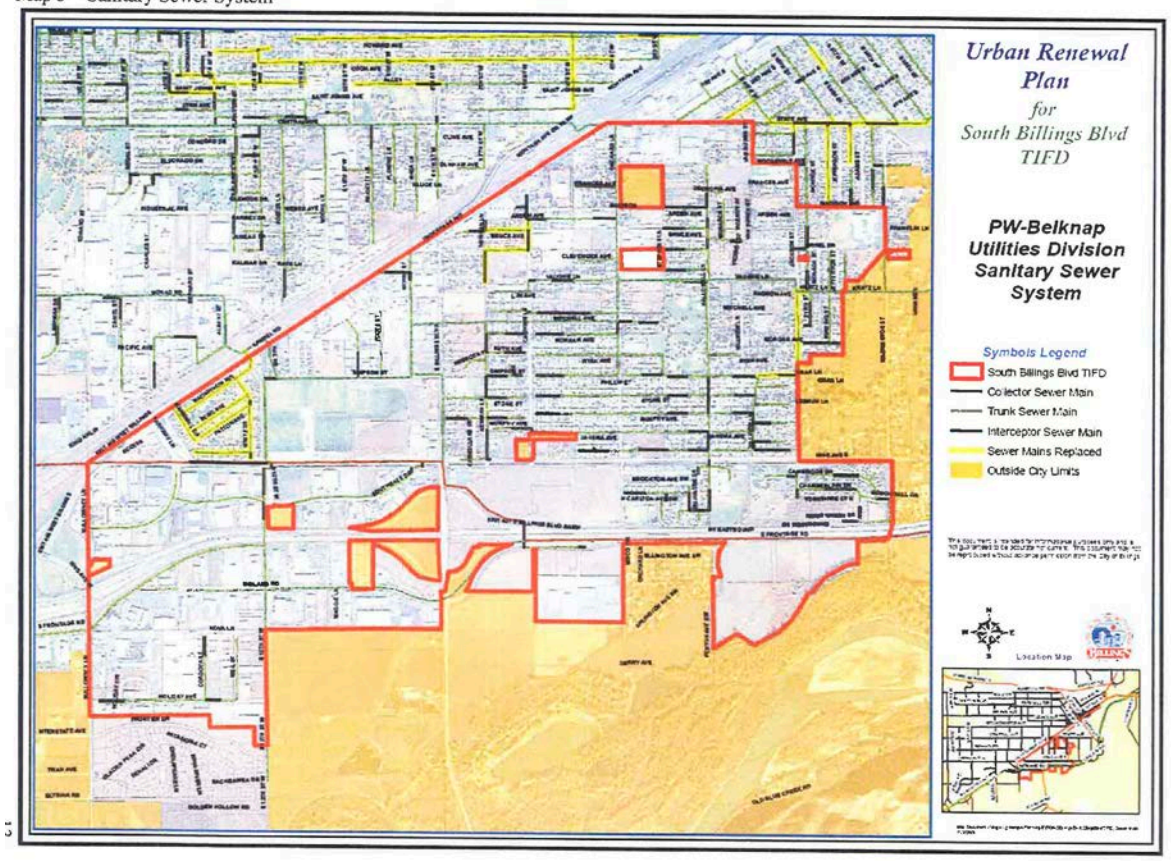
Section 5- Summary of Blight

The area in the proposed district contains a great deal of blight. Within the district there is substantial structural deterioration, long-term land vacancy, and significant infrastructure needs. Several of the commercial buildings in the district are vacant or deteriorated and need demolition. Many of the sidewalks are cracked or nonexistent, alleys are deteriorated, and, in general, much of the area is below city standards. In contrast to the above, there are certain properties within the district in good repair but included in the district to allow for a contiguous block of land within the district; and because pockets of revitalization cannot be sustained if areas of neglect and blight sun-ound them. Over time, without continued managed urban renewal, even these success stories will once again decline in taxable value. Portions of the district fall into the blighted, neglected and under-utilized categories. Maps 4 and 5 show the current infrastructure conditions within the district.

Map 4 – Water Distribution System



Map 5 – Sanitary Sewer System



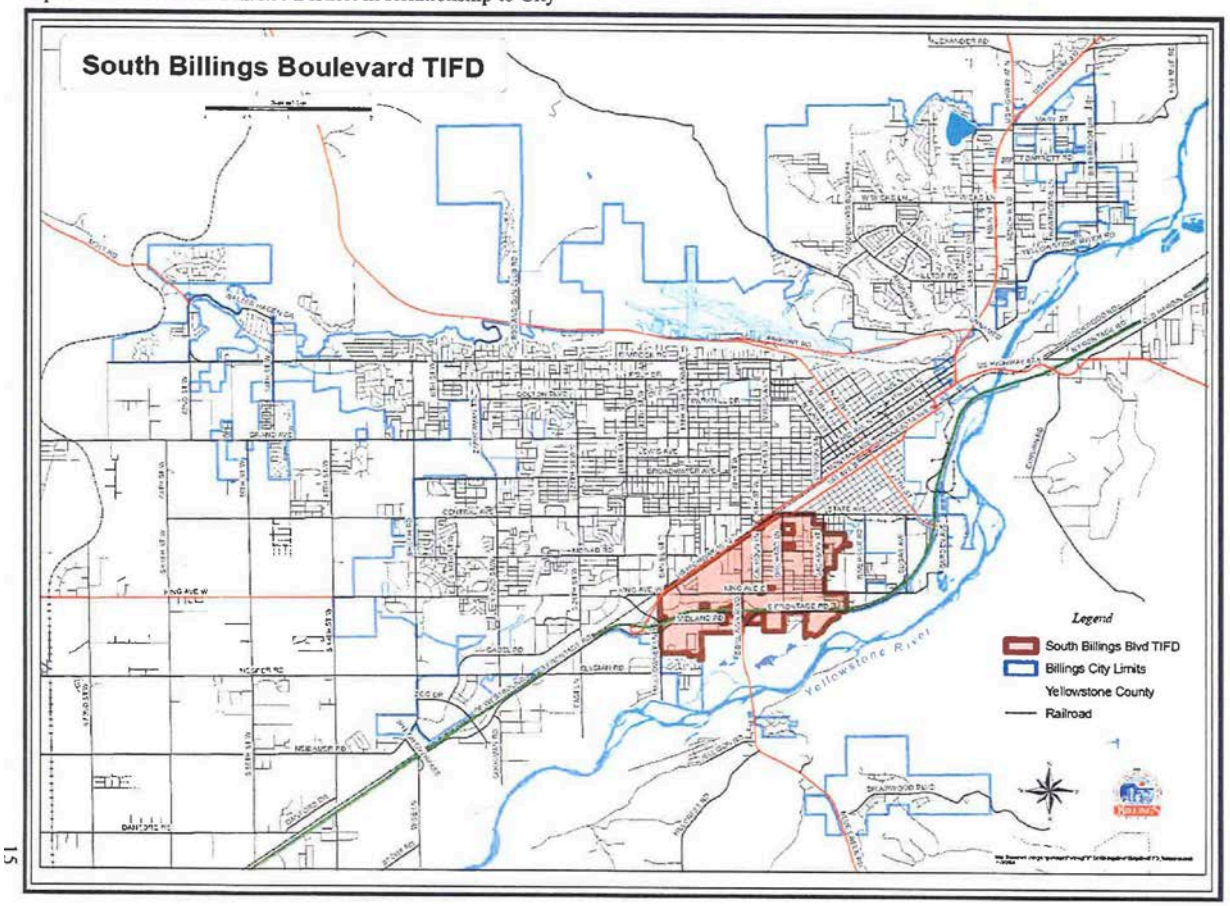
Section 6 - The Site and Its Relationship to the City

The South Billings Boulevard TIFD and Urban Renewal District is located in the south center region of the City of Billings. Bordered by the Interstate Corridor, the main railroad line and principal transpo1iation routes, it is an area where economic development opportunities are numerous. In addition, numerous service, commercial, industrial, parks and recreation and housing choices are located within the district. Map 6 shows the TIFD boundary in relationship to the rest of the city.

Section 7 - Description of the District Boundary

Starting at the intersection of State Avenue and Van Buren Street, extending south down the centerline of Van Buren Street to the intersection of Van Buren Street and Roosevelt Avenue, extending east down the centerline of Roosevelt Avenue to the intersection of Roosevelt Avenue and Jackson Street, extending south down the centerline of Jackson Street to the intersection of Jackson Street and Madison Avenue, extending east down the centerline of Madison Avenue to the intersection of Madison Avenue and Washington Street, extending south down the centerline of Washington Street to the intersection of the centerline of Washington Street and the extension of the northern boundary of Lot 7, Willis Subdivision, extending east along said boundary to the eastern boundary of said lot, extending south along said boundary to the southern boundary of said lot, extending westerly along said boundary and its extension to the centerline of Washington Street, extending north to the existing City of Billings city limit boundary, extending southerly and westerly along the existing city limit boundary to the intersection of Jackson Street and King Avenue East, extending east along the centerline of King Avenue East to the intersection of King Avenue East and Washington Street, extending south along the centerline of Washington Street and its projection across the Interstate 90 right-of-way, to its intersection with South Frontage Road, thence in a westerly direction following the south right-of-way boundary of the South Frontage Road to the intersection of an extension of the east boundary of Riverfront Business Park Subdivision, extending south along eastern boundary of said subdivision to the south boundary of said subdivision, extending southerly and westerly along said boundary to the west boundary of said subdivision, extending northerly and easterly along said boundary and its extension to the south right-of-way boundary of South Frontage Road, extending westerly to the northeast comer of Lot 1, Block 1, Willowbrook Subdivision, thence in a southerly and westerly direction following the existing city limit boundary to a point which intersects with the extension of the southern boundary of Tract 1, C/S 2834, then west along said southern boundary of Tract 1, C/S 2834 and southern boundary of Block 4 of Weil Subdivision to the intersection with the centerline of Mullowney Lane, extending north along the centerline of Mullowney Lane and its projection to the centerline of Laurel Road, extending northeast along the centerline of Laurel Road to its intersection with State Avenue, extending northeast and east along the centerline of State Avenue to the ending point at the intersection of State Avenue and Van Buren Street. Excluding all nonincorporated land within the boundary.

Map 6 – Tax Increment Finance District in Relationship to City



Section 8 - Planning Process

Stakeholder and Community Participation

The initial concept of developing a Tax Increment Finance District and an Urban Renewal Plan in the South Billings Boulevard area was brought forward by the City of Billings, Big Sky Economic Development Authority and the Downtown Billings Partnership. After discussions and meetings with the Southwest Corridor Task Force, it was determined that a steering committee would be established to move forward with the development of an Urban Renewal Plan for the creation of the South Billings Boulevard TIF District. After discussions with the participating members, it was apparent that direct communication with business owners, landowners and public paiiicipation was critical for the project to be a success. Two public meetings were scheduled to open dialogue on the proposed Urban Renewal Plan and TIF District process, and to set goals and objectives of the project. It also became clear that a grass-roots effort conducted and led by the property owners themselves was needed.

In October of 2008, the city began an urban renewal plan modification process to include 3 additional properties to the district pursuant to Montana Code section 7-15-4221. All property owners affected by the urban renewal plan modification were notified by mail of the public hearing on the Urban Renewal Plan held November 24, 2008.

In May 2019 the City in coordination with the South Billings Urban Renewal Association began the process to amend the South Billings Urban Renewal Plan. All property owners affected by the urban renewal plan amendment were notified by mail of a public meeting to discuss and receive public comment on the Plan amendment on May 30, 2019. All property owners affected by the urban renewal plan amendment were also notified of the public hearing on the Urban Renewal Plan held July 8, 2019.

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Urban Renewal Plan

The Urban Renewal Plan is the tool that governs what public improvements are needed and desired within the district. Through public meetings and meetings at the Southwest Corridor Task Force, neighborhood needs and projects were identified.

With input from property owners and the identification of goals and objectives, the City of Billings moved forward with the completion of the Urban Renewal Plan. A draft was reviewed with the property owners and the Southwest Corridor Task Force prior to review by the City of Billings City Council.

The high level of transparency and frequency of meetings has ensured that a large local constituency has been involved, and as many stakeholders as possible participate and approve of the plan.

Eminent Domain

In no case shall eminent domain be used as a tool in the redevelopment of the South Billings Boulevard Urban Renewal District except as a last resort in the case of needed public infrastructure improvements and/or rights-of way.

Residential Relocation Plan

If a residential structure requires relocation as a result of right-of-way acquisition and/or a public infrastructure construction project, that is paiiially or fully funded with federal assistance (Housing and Urban Development, Federal Highway, etc), the City of Billings shall abide by the Uniform Relocation Assistance Act.

Planning, City Administration and Legal Review

During the many meetings with the local property owners and the Southwest Neighborhood Task Force, it was decided to begin the process of finalizing the urban renewal plan and take it to the city council before the end of 2007. The urban renewal plan was sent to the City Legal Department and City Administration for review and comments. Comments and recommendations from both City Legal and City Administration were taken into account and incorporated into this plan.

The plan was also sent to the Yellowstone County Board of Planning for its review and recommendations regarding the plan's confo1mity to the 2003 Growth Policy Plan. A recommendation of approval was passed by the Planning Board on October 23, 2007. The plan was then presented at a City Council Work Session on November 5, 2007. The public hearing and first reading of the Ordinance was held by the City Council on November 26, 2007 with the second reading and final adoption on December 10, 2007.

The modification to the SBBURD plan began in October of 2008. On November 10, 2008, the Billings City Council passed a Resolution Declaring Blight, Intent to Modify the District, and Setting a Public Hearing Date. The Yellowstone County Board of Planning reviewed the modified Urban Renewal Plan and made recommendations to the City Council with regard to the plan's conformity with the 2003 Growth Policy on November 12, 2008. The affected property owners were notified of the plan's modification and public hearing notices were published on November 6, 2008 and November 13, 2008 for the first reading and public hearing on the modification of the plan.

The City initiated an amendment to the SBBURD plan in May 2019 to ensure future projects contemplated by the City and also provided by public comments and recommendations would be possible if funded by bonding or directly through tax increment funds generated by the SBBURD. The process to amend the plan has followed the process described in Montana Code as follows: The Yellowstone County Board of Planning reviewed the modified Urban Renewal Plan and made recommendations to the City Council with regard to the plan's conformity with the 2016 Growth Policy on June 25, 2019. The affected property owners were notified by mailed postcard of the plan's modification, and public hearing notices were published on June 28, 2019 and July 5, 2019 for the first reading and public hearing on the plan amendment.

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Financial Programming

The City of Billings to ensure a sound and adequate financial program to fund projects has concluded the following: For every $1 million dollars of increased market value, assuming Class 4 (commercial) property @ 3.01 % taxable rate and a mill levy of$ .55, it is anticipated that an increment value of $14,500 will be generated yearly.

Modification of SBBURD Plan

The SBBURD may be modified at any time by the City Council as necessary to eliminate and prevent the development or spread of blighted areas, and encourage urban rehabilitation. The process for plan modification shall follow the procedures set forth in 7-15-4212 through 7-15-4219 MCA, with respect to initial adoption of this plan. For purposes of urban renewal district boundary changes only, the notice of public hearing, as described in 7-15-4215 MCA, may only be mailed to those owners whose properties are situated within the area of expansion or contraction of the Urban Renewal District boundaries. In cases where the boundaries are not modified, but the contents of the urban renewal plan are substantially modified, notification shall be mailed to all owners of property within the Urban Renewal District area.

Section 9 - Housing (Conservation of existing affordable housing)

Housing is an important element to the district. Providing the district with housing opportunities is vital to the sustainability of the district. With housing opportunities, individuals and families can live and work within the district. This provides a dual benefit, first the commute to work for individuals will be reduced and second the businesses within the district will have a local work force to draw from.

Current housing in the area consists of single-family, duplex, and multi-family units and include rental units and owner-occupied. Also, manufactured home parks are located within the district. The main concentration of housing is located in the central and eastern portion of the district. During the summer of 2007, the Planning Division developed a map of existing housing conditions within the City of Billings. The information was generated through the Yellowstone County CAMA (Computer Assisted Mass Appraisal) detail system. Properties were queried that were labeled as either unsound, poor, fair or incomplete. This resulted in approximately 2,390 properties within the city limits that met this query. Out of the 2,390, 562 or 24% were located in the SBBURD. Of the 562 residential structures, 7 were rated as unsound, 184 as poor and 371 as fair.

Future housing for the district is encouraged to be developed for the goal of ownership. When rental housing occurs, such facilities shall be developed in connection with mixed-uses and managed by a company that will provide active policy measures to eliminate crime and blight. Approval of multi-family housing will require either a Zone Change or Special Review request that requires approval by the City Council.

Housing in the area shall also be designed to cater to a variety of income demographics as well. All current affordable housing needs in the district shall be accounted for through the development of owned and rental housing that remain within the district. Housing for mid- and higher level income groups shall also be encouraged. To avoid creation of substandard housing or encourage fmiher blight, mixed-use housing developments shall incorporate all income demographics within the same project in a safe and positive way.

Section 10 - Transportation and Pedestrian Circulation

The transportation and circulation situation in the TIF district should be a major focus during redevelopment of the area. Traffic patterns and access issues can affect the function and livability of a community or neighborhood.

During discussions and public meetings, it was apparent the current street conditions and lack of adequate transportation and pedestrian facilities was a high priority for property owners. The majority

of traffic that comes into the district is either pass-through or destination traffic to the major transportation routes located within the district. In addition, the lack of sidewalk and pedestrian routes is a concern with the number of schools and parks located in the district. Safe and attractive pedestrian amenities, such as sidewalks, boulevards, crosswalks, improved signage and shelters or benches would greatly enhance pedestrian experiences.

Section 11 - Public Services and Facilities

Currently there are four public schools located within the district; three elementary schools and one middle school. A concern mentioned many times by residents was the lack of sidewalks for school children to get to school. It was observed that many students are walking directly in the street due to a lack of sidewalks. The creation of a Safe Routes to School Plan should be created to address this concern. In addition to schools, there are several developed parks located in the district. Amend Park provides a multi-use facility for soccer and rugby as well as picnic sites and shelters. Optimist Park has a variety of amenities that include basketball courts, jogging trails, playground, softball and baseball fields and picnic areas. Ponderosa Park provides horseshoe courts, playground, softball and baseball fields and soccer and rugby fields. The City of Billings also provides services to the district with MET Transit and the Southgate Cop Shop. Currently two MET routes serve the neighborhood; the Central and the Southside Loop. Both of these routes travel to and from the Stewart Park and Downtown Transfer Centers. The Southgate Cop Shop was reopened in May of 2007 and operates on Monday, Wednesday and Friday from 4 - 7 p.m. The station is a neighborhood police contact center currently staffed by volunteers. Residents are encouraged to use the Cop Shop to report crimes, suspicious activities or obtain inf01mation and assistance.

Section 12 - Infrastructure and Utilities

The district has infrastructure and utilities deficiencies that need to be addressed prior to any large influx of redevelopment or new building construction. Water and sewer conditions need to be addressed due to out of date installations, inadequate lines, or increases in impacts to existing structures.
The storm water drainage situation is particularly troublesome as many areas either have inadequate storm water facilities or none at all.

By upgrading infrastructure and utilities, therein lies the opportunity for more attractive development opportunities.

Section 13 - Urban Renewal Projects and Programs

The Urban Renewal Projects were identified by property owners within the district during the public meetings at the time the Plan was first adopted in 2008 and also during the amendment process in 2019.~~,~~ Information for the 2008 Plan adoption process utilized the Southwest Corridor Task Force meetings and delivery through comments mailed to the Planning Division. For the 2019 amendment process, a public meeting was held at Orchard Elementary School on May 30, 2019 where projects ideas and comments were collected, as well as at the South Billings Urban Renewal Association meeting on June 4, 2019. It is the City's intent to use Tax Increment to finance public improvement projects. In addition to TIF financing, the City may also use Special Improvement District financing as well as grant funding through but not limited to, the Community Development Block Grant Program. By combining funding opportunities, more projects will be able to be completed.

The project and program list below encompasses both items included in the 2008 Plan as well as the new recommendations for the 2019 Plan amendment. The items are identified by the year:

2008 Project and Program Recommendations:

Project: Traffic calming measures on Calhoun and Orchard Streets.

Project: Street improvements on Newman Drive between Simpson and Stone Streets, install curb and gutter.

Project: Pave, curb and gutter on Simpson from Calhoun to Newman.

Project: Widen, curb and gutter (where needed) and repave Calhoun the full

length. Project: Widen, curb and gutter (where needed) and repave Orchard the

full length. Project: Widen, curb and gutter (where needed) and repave

Hallowell the full length.

Project: Widen, curb and gutter and install bike path or sidewalk the full length of King Avenue East from Parkway to Riverside Drive.

Project: Safety to school plan.

Project: Crosswalks within the district (where needed).

Project: Sidewalks within the district (where needed).

Project: Street lights along King Avenue East.

Project: Street widening at Optimist Park.

Project: 4100 Block of Vaughn Street - sidewalk.

Project: 4100 Block of Vaughn - public sewer needed, drainfields

failing. Project: Bike/pedestrian routes along King Avenue.

Project: Sewer improvements on South Billings Boulevard from Mitchell north to Underpass Road. Sewer line currently runs east under adjoining residential development.

Project: Repave Morgan Avenue between Hallowell Lane and Jackson Street include sidewalks, street lights.

Project: Install public sewer along Morgan Avenue that includes storm water

improvements. Project: More bike trails throughout neighborhood.

Project: Park improvements for Little League and soccer leagues.

Project: Community Resource Officer within the neighborhood to steer kids away from drugs and promote a safe neighborhood.

Project: Pave Newman Lane behind Newman Elementary School.

Project: Storm water improvement at the Northeast comer of Phillip and

Hallowell. Project: Need school zone signage at Newman Elementary School.

Project: Installation and improvement of municipal water and sewer lines within the

district. Project: Installation of sidewalks on Jackson Street (where needed).

Project: Stop light at South Billings Boulevard and Midland Road.

Project: Neighborhood wide traffic study for traffic calming

strategies.

Project: Assess adequacy of fire hydrants throughout the neighborhood and add fire hydrants as needed.

Project: Traffic light at State Avenue and Hallowell Lane.

Project: Continuation of street lights on Jackson to King

Avenue.

In addition to property~~1iy~~ owner identification of projects for the district, the City of Billings Public Works Department has several ongoing or future infrastructure projects scheduled. These projects include the following:

- Orchard Lane - Replacement of a water main in Orchard Lane from just south of King Avenue East to Underpass Avenue. This project is scheduled for the spring or fall of 2009.
- Calhoun Lane – Replacement of water main in Calhoun Lane from King Avenue East to Underpass Avenue. This project could be scheduled for 2010 or 2011.
- Jackson Street - Jackson Street is split into two phases. The first phase will provide sidewalk and drive approaches on the west side of Jackson Street from King Avenue East to Ryan Avenue. The second phase will provide drive approaches, sidewalk, curb and gutter, and ADA ramps along both sides of Jackson Street from State Avenue to Kratz Lane. These

phases are programmed in the FY 2009 Budget

- Newman Lane and Bruce Avenue - Sanitary sewer rehabilitation work was completed in the TIF district in 2007 at Newman Lane and Bruce Avenue.

2019 Project and Program Recommendations:

Parks & Recreational Amenities – Construct and enhance public facilities that will increase the quality or quantity of parks and recreational activities within the District. This may include, but is not limited to, a recreation center, swimming pool, ice arena, indoor and outdoor park development, and other amenities.

Public Safety – Construction of Police or Fire facilities within the District, to include necessary furnishings for such facilities.

Railroad Infrastructure – Coordinate with BNSF Railway and Montana Rail Link on safety and long-term viability of railroad crossings and corridors in the District and cooperate on projects with the railroads and City of Billings.

Walking Paths and Trails – Construct sidewalks, trails and pathways throughout the District with landscaping to ensure the safety of children and all pedestrians, as well as provide access to neighborhoods and services.

Transportation Corridor Improvements – Construct and reconstruct transportation infrastructure in the District to include streets, sidewalks, lighting, traffic control, multi-purpose side paths, landscaping, water, sewer, stormwater, and transit access projects.

School and Community Services – Assist in funding projects and programs in the District to enhance school playgrounds and athletic fields, health and wellness programs, access to community meeting and activity spaces, and other efforts that improve access to school and community services.

~~The Urban Renewal Projects were identified by property owners within the district during the public meetings, the Southwest Corridor Task Force meetings and delivery through comments mailed to the Planning Division. It is the City's intent to use Tax Increment to finance public improvement projects. In addition to TIF financing, the City may also use Special Improvement District financing as well as grant funding through but not limited to, the Community Development Block Grant Program. By combining funding opportunities, more projects will be able to be completed.~~

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~~Project: Widen, curb and gutter and install bike path or sidewalk the full length of King Avenue East from Parkway to Riverside Drive.~~

~~Project: Safety to school plan.~~

~~Project: Crosswalks within the district (where needed).~~

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~~Project: Install public sewer along Morgan Avenue that includes storm water improvements. Project: More bike trails throughout neighborhood.~~

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~~Project: Community Resource Officer within the neighborhood to steer kids away from drugs and promote a safe neighborhood.~~

~~Project: Pave Newman Lane behind Newman Elementary School.~~

~~Project: Storm water improvement at the Northeast corner of Phillip and Hallowell.~~

~~Project: Need school zone signage at Newman Elementary School.~~

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- ~~Newman Lane and Bruce Avenue – Sanitary sewer rehabilitation work was completed in the TIF district in 2007 at Newman Lane and Bruce Avenue.~~

Section 14 - Identified Projects and Programs in Relationship to the Goals and Objectives Respective to the 2016 City of Billings ~~County~~ Growth Policy ~~Plan~~

One of the requirements of Montana's Urban Renewal Law (Title 7, Chapter 15, Parts 42 and 43, MCA) is that the urban renewal plan must conform to the community's growth policy. The ~~Yellowstone County and~~ 2016 City of Billings ~~2003~~ Growth Policy ~~Plan~~ ("Growth Policy") refers to and promotes economic development and urban renewal in a variety of ways. The preceding list of urban renewal goals listed in Section 13 are relevant to the ~~goals~~ Growth Guidelines identified in the Growth Policy in the following ~~elements~~areas:

Growth Guidelines

Essential Investments (relating public and private expenditures to public values)

- The safety of all users and the connectivity of the transportation system are important criteria to consider in roadway designs and transportation plans

- Public transit and commercial air service are critical to ensure access to and around the City
- Planning and construction of safe and affordable interconnected sidewalks and trails are important to the economy and livability of Billings.
- Developed parks that provide recreation, special amenities (community gardens, dog parks, viewing areas), and active living opportunities are desirable for an attractive and healthy community
- Landscaping of public rights-of-way and entryways makes Billings more visually appealing to residents and visitors
- Public health and safety and emergency service response are critical to the well-being of Billings' residents, businesses, and visitors
- Infill development and development near existing City infrastructure may be the most cost effective
- The history and heritage of Billings are cornerstones of our community
- Neighborhoods that are safe and attractive and provide essential services are much desired
- Infrastructure and service investments that stabilize or improve property values, secure future utility costs, consider maintenance costs, and improve our environmental quality far into the future (i.e. energy efficient) are desirable
- A supportive school system that inspires, motivates, and prepares students for meaningful employment is important for ensuring a high quality, competitive community

Place Making (Enhance, maintain, preserve, and improve existing public places)

- A multi-use community recreation facility is desirable
- Enhancement and maintenance of public spaces and buildings through City stewardship is integral to a vibrant community
- Park master plans and transportation plans are important to facilitate the preservation and improved public access to the Yellowstone River and the Rims
- Public and private partnerships are valuable for creating enhanced entryways into Billings
- Enhancing public buildings and spaces to be more efficient in their uses of energy, money, and space is important to having a vibrant and livable City

Community Fabric (attractive, aesthetically pleasing, uniquely Billings)

- Developed landscape areas in commercial areas encourage more pedestrian activity and vibrant commercial activity
- Attractive streetscapes provide a pleasant and calming travel experience in urban and suburban neighborhoods
- Outdoor public spaces provide casual and relaxing gathering areas for people
- Planning and construction of interconnected sidewalks and trails are important to the livability of Billings
- Cost-effective landscaping of public rights-of-way and entryways makes Billings more visually appealing to residents and visitors

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

- Walkable neighborhoods that permit convenient destinations such as neighborhood services, open space, parks, schools and public gathering spaces foster health, good will and social interaction
- Safe and livable neighborhoods can be achieved through subdivision design that focuses on complete streets, pedestrian-scale street lights, street trees and walkable access to public spaces
- Implementation of the Infill Policy is important to encourage development of underutilized properties

Home Base (healthy, safe and diverse housing options)

- A mix of housing types that meet the needs of a diverse population is important
- Common to all types of housing choices is the desire to live in surroundings that are affordable, healthy and safe
- Homes that are safe and sound support a healthy community

Mobility and Access (transportation choices in places where goods and services are accessible to all)

- Connecting people to places with transportation choices is vital to the well-being of Billings' residents, businesses and visitors
- Safe and accessible transportation systems benefit everyone's quality of life
- Affordable public transit is much desired
- Development oriented to transit routes will provide more transportation choices and is preferred
- "Safe Routes to Schools" promotes physical health and reduces vehicle trips, earning parents more time and less costs for transportation
- Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings
- On-street bike facilities promote predictability for all users
- Technology can reduce congestion and facilitate emergency vehicle travel at railroad crossings

Prosperity (promoting equal opportunity and economic advancement)

- Predictable, reasonable City taxes and assessments are important to Billings' taxpayers
- Successful businesses that provide local jobs benefit the community
- Community investments that attract and retain a strong, skilled and diverse workforce also attracts businesses
- Retaining and supporting existing businesses helps sustain a healthy economy

Section 15 - Neighborhood Planning

Another tool that is expected to be used in the future to address current conditions within the district and the identification of neighborhood needs will be accomplished through the creation of a Neighborhood Plan. A neighborhood plan may be drafted for this area of Billings in the next three or four years based on available funding. The purpose of the neighborhood plan is to assist residents, governing agencies, planners and developers in making the right choices when determining future growth patterns and development within the neighborhood. The plan also encourages local government, developers and businesses to discuss future land use decisions with neighborhood residents and business owners prior to the proposed land use change. The neighborhood plan is not a regulatory document; instead, it is adopted by the City Council and the Board of County Commissioners as an implementation strategy and is part of the City of Billings and Yellowstone County Growth Policy as an advisory document. The neighborhood plan would be implemented through the City's Capital Improvement Program Planning and by the Southwest Corridor Neighborhood Task Force.

The plan would include general and specific recommendations that reflect the values of the community, encourage sound decision-making, and empower people to take action. The plan also includes realistic implementation strategies that involve both private and public actions, as well as regulatory decisions.

Section 16- Conclusion

The South Billings Boulevard Urban Renewal District has a tremendous amount of potential to become a viable and reliable economic engine. The district has a great potential to become a destination place where Billings residents, business owners, and visitors will purposefully go to conduct business, have goods and services manufactured and enjoy recreation and leisure activities. At the end of the life of this TIFD program it is the hope of all involved that this area of Billings will be a wonderful place to live, work and play far into the future.

YELLOWSTONE COUNTY BOARD OF PLANNING

PLANNING DIVISION
2825 3RD AVENUE NORTH, 4TH FLOOR
BILLINGS, MONTANA 59101
PHONE: (406)247-8676 FAX: (406) 657-8327

June 25, 2019

Mayor and City Council
City of Billings, Montana

RE: Amendment to the South Billings Boulevard Urban Renewal Plan for the South Billings Boulevard Urban Renewal District

As President of the Yellowstone County Board of Planning, I am forwarding the Board's recommendation for the amendment of the Urban Renewal Plan for the South Billings Boulevard Urban Renewal District. On June 25, 2019, the Planning Board reviewed the proposed amendments to the South Billings Boulevard Urban Renewal Plan as to conformity with the 2016 City of Billings Growth Policy. The Planning Board voted to forward a recommendation to City Council of approval of the amended Plan and its conformity with the Growth Policy.

This item was posted on the Planning Board agenda for its regular meeting held June 25, 2019. The Yellowstone County Board of Planning reviewed the amendments to the South Billings Boulevard Urban Renewal Plan and found the changes conformed with the 2016 City of Billings Growth Policy. Specifically, several Growth Policy Guidelines are addressed by the new projects topics proposed in the plan, and some examples are called out here by the Board:

Parks & Recreational Amenities – Construct and enhance public facilities that will increase the quality or quantity of parks and recreational activities within the District. This may include, but is not limited to, a recreation center, swimming pool, ice arena, indoor and outdoor park development, and other amenities.

Place Making (Enhance, maintain, preserve, and improve existing public places)

- *A multi-use community recreation facility is desirable*

Essential Investments (relating public and private expenditures to public values)

- *Developed parks that provide recreation, special amenities (community gardens, dog parks, viewing areas), and active living opportunities are desirable for an attractive and healthy community*

Public Safety – Construction of Police or Fire facilities within the District, to include necessary furnishings for such facilities.

Essential Investments (relating public and private expenditures to public values)

- *Public health and safety and emergency service response are critical to the well-being of Billings' residents, businesses, and visitors*

Walking Paths and Trails – Construct sidewalks, trails and pathways throughout the District with landscaping to ensure the safety of children and all pedestrians, as well as provide access to neighborhoods and services.

Essential Investments (relating public and private expenditures to public values)

- *The safety of all users and the connectivity of the transportation system are important criteria to consider in roadway designs and transportation plans*

Community Fabric (attractive, aesthetically pleasing, uniquely Billings)

- *Planning and construction of interconnected sidewalks and trails are important to the livability of Billings*

School and Community Services – Assist in funding projects and programs in the District to enhance school playgrounds and athletic fields, health and wellness programs, access to community meeting and activity spaces, and other efforts that improve access to school and community services.

Mobility and Access (transportation choices in places where goods and services are accessible to all)

- *"Safe Routes to Schools" promotes physical health and reduces vehicle trips, earning parents more time and less costs for transportation*

The Board respectfully submits this recommendation to the City of Billings Mayor and City Council for consideration.

Respectfully Yours,

Darell Tunnicliff, President
Yellowstone County Board of Planning

Consent **1. K. 1.**

Regular City Council Meeting

Meeting Date: 07/22/2019

TITLE: Payment of Claims for the week of June 17, 2019

PRESENTED BY: Andy Zoeller

Department: City Hall Administration

Presentation: No

PROBLEM/ISSUE STATEMENT

Claims in the amount of $1,334,711.81have been audited and are presented for City Council payment approval. A complete listing of the claims for the week are available in the Finance Department.

ALTERNATIVES ANALYZED

No other alternatives were analyzed.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends Council approve the Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

Councilmemo_06172019

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/17/2019	824111	Archie Cochrane	Property Ins	$ 3,788.45	Inv. 847448-1 BPD Car 1416 #2019- 173
06/17/2019	824111	Archie Cochrane	Transit	$ 46.45	5286543
06/17/2019	824111	Archie Cochrane	Transit	$ 112.74	5286299
06/17/2019	824112	Atomic Industries LLC	City County Planning	$ 2,515.00	Invoice 1339 KIM Bike Program
06/17/2019	824112	Atomic Industries LLC	City County Planning	$ 7,157.00	Invoice 1339 Madrax Bike Racks
06/17/2019	824113	Avery Electric Motor LLP	Wastewater	$ 26,030.00	10044; PRIMARY DIGESTER GAS COMPRESSOR
06/17/2019	824119	Big Sky Linen & Uniform	Wastewater	$ 919.50	2600 JUNE 2019;MONTHLY UNIFORM FEES
06/17/2019	824119	Big Sky Linen & Uniform	Water	$ 315.40	2600 JUNE 2019;MONTHLY UNIFORM FEES
06/17/2019	824119	Big Sky Linen & Uniform	Water	$ 539.94	2600 JUNE 2019;MONTHLY UNIFORM FEES
06/17/2019	824119	Big Sky Linen & Uniform	Water	$ 794.00	2600 JUNE 2019;MONTHLY UNIFORM FEES
06/17/2019	824119	Big Sky Linen & Uniform	Wastewater	$ 15.20	2600 JUNE 2019;MONTHLY UNIFORM FEES
06/17/2019	824119	Big Sky Linen & Uniform	Water	$ 49.40	2600 JUNE 2019;MONTHLY UNIFORM FEES
06/17/2019	824119	Big Sky Linen & Uniform	Wastewater	$ 359.96	2600 JUNE 2019;MONTHLY UNIFORM FEES
06/17/2019	824122	Billings Industrial Revitalization	Tax Increment East	$ 69,972.00	FY19 3rd & 4th Quarter
06/17/2019	824124	Bison Motor Company	Water	$ 37,487.00	2019 3/4 ton 4W Regular Cab PU w/Service body
06/17/2019	824126	Border States Electric	Wastewater	$ 142.76	Relay @ Vintage for Lloyd Mangrum Generator
06/17/2019	824126	Border States Electric	Water	$ 70.57	917702195; PPE SAFETY EQUIPMENT
06/17/2019	824126	Border States Electric	Wastewater	$ 70.57	917702195; PPE SAFETY EQUIPMENT
06/17/2019	824126	Border States Electric	Wastewater	$ 28.55	917775215; 4 DANCER RADIO SECURITY PARTS
06/17/2019	824126	Border States Electric	Water	$ 28.55	917775215; 4 DANCER RADIO SECURITY PARTS
06/17/2019	824126	Border States Electric	Wastewater	$ 28.55	917775215; 4 DANCER RADIO SECURITY PARTS
06/17/2019	824126	Border States Electric	Water	$ 148.63	917721184; PARTS FOR CONTROL STRUCTURE
06/17/2019	824126	Border States Electric	Wastewater	$ 111.36	917665785; OVERLOAD FOR WEMCO PUMP #2
06/17/2019	824126	Border States Electric	Water	$ 859.20	917618965; PUSH BUTTON CONTROLS FOR FOX PUMP
06/17/2019	824126	Border States Electric	Water	$ 11.64	QUARTZ LAMPS PLPS 300T3Q - P/CL (39282)
06/17/2019	824126	Border States Electric	Water	$ 154.74	EXTENSION CORDS 25' - 12/3 CAPACITY
06/17/2019	824126	Border States Electric	Water	$ 79.33	MTW-12AWG-WHITE 500R - (12AWG WHITE)
06/17/2019	824126	Border States Electric	Water	$ 201.60	CABLE TIE MOUNTING - BRACKET. 100 PER BAG
06/17/2019	824126	Border States Electric	Water	$ 11.12	SHIPPING FOR PARTS
06/17/2019	824126	Border States Electric	Water	$ 43.98	917701226; UNISTRUT FOR C-STRUCT CL2 PROJECT
06/17/2019	824126	Border States Electric	Wastewater	$ (71.44)	917668258; RETURNED OVERLOAD FOR WEMCO PUMP
06/17/2019	824126	Border States Electric	Water	$ 79.33	MTW-12-RED-19STR-CU-500R - WIRE
06/17/2019	824126	Border States Electric	Water	$ 992.06	UPS ALB-1609-D1000N - UNINTERRUPTIBLE POWER
06/17/2019	824126	Border States Electric	Water	$ 115.12	917682344; PARTS FOR CL2 ALARM IN C-STRUCTURE
06/17/2019	824126	Border States Electric	Water	$ 197.50	917756476; C-STRUCTURE POWER UPGRADE
06/17/2019	824126	Border States Electric	Wastewater	$ 130.08	917749429; 4 DANCES SECURITY RADIO PARTS
06/17/2019	824126	Border States Electric	Water	$ 130.08	917749429; 4 DANCES SECURITY RADIO PARTS
06/17/2019	824126	Border States Electric	Wastewater	$ 130.09	917749429; 4 DANCES SECURITY RADIO PARTS
06/17/2019	824126	Border States Electric	Water	$ 47.30	917710317; SL2 SCALE PARTS IN CHEMICAL BUILDING
06/17/2019	824126	Border States Electric	Wastewater	$ 71.44	917664591; OVERLOAD FOR WEMCO PUMP #2
06/17/2019	824126	Border States Electric	Wastewater	$ 23.13	917710317; SL2 SCALE PARTS IN CHEMICAL BUILDING

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/17/2019	824126	Border States Electric	Water	$ 140.17	917803241; SO CORD FOR CLORTEX FEEDERS
06/17/2019	824126	Border States Electric	Water	$ 467.66	917804032; CONTROL STRUCTURE POWER UPGRADE
06/17/2019	824126	Border States Electric	Water	$ 23.13	917710317;SL2 SCALE PARTS IN CHEMICAL BUILDING
06/17/2019	824126	Border States Electric	Water	$ 1,085.17	Replace Motor Drive for Water Plant Transfer Pump
06/17/2019	824126	Border States Electric	Water	$ 12.69	917702088; REPLACEMENT TAPE MEASURE
06/17/2019	824126	Border States Electric	Wastewater	$ 12.68	917702088; REPLACEMENT TAPE MEASURE
06/17/2019	824126	Border States Electric	Water	$ 457.61	917709834; CL2 SCALES CHEMICAL BUILDING
06/17/2019	824126	Border States Electric	Water	$ 137.67	917684308; C-STRUCTURE CL2 PROJECT
06/17/2019	824126	Border States Electric	Water	$ 17.35	917637438; CONTROL BUILDING
06/17/2019	824127	Brenntag Pacific Inc	Wastewater	$ 3,355.25	BPI 948613; CHEMICALS
06/17/2019	824127	Brenntag Pacific Inc	Wastewater	$ 3,355.25	BPI948614; CHEMICALS
06/17/2019	824134	Cellebrite USA Corp	Police Programs	$ 7,700.00	tuition for Steve Hallam, Ryan Kramer and Shawn Wichman
06/17/2019	824138	Communication Test Design	Solid Waste	$ 5,108.02	CREDIT REFUND 255809
06/17/2019	824140	Cop Construction Co	Storm Sewer	$ 8,967.72	WO 18-30 City County Drain Flood Mitigation
06/17/2019	824140	Cop Construction Co	Water	$ 139,140.29	WO 17-16 Fox Pump Station Improvements
06/17/2019	824141	Cornelius	General	$ 4,820.00	Maintenance to Rose pool slides
06/17/2019	824147	Davidson	General	$ 3,153.75	#1901A January Tuition Vicki Davidson Purdue Univ
06/17/2019	824148	Dell Computer L P	Fleet	$ 2,762.98	1-Dell Latitude 5424 Rugged laptop
06/17/2019	824148	Dell Computer L P	General	$ 1,023.79	Dell i5 Processor -Court
06/17/2019	824149	Dell Marketing Lp	Wastewater	$ 5,405.94	10309162116; WRF FY19 TRP REPLACEMENTS
06/17/2019	824149	Dell Marketing Lp	Water	$ 9,273.28	10313524435; WTP FY19 TRP REPLACEMENTS
06/17/2019	824149	Dell Marketing Lp	Wastewater	$ 7,926.44	10313524427; WRF FY19 TRP REPLACEMENTS
06/17/2019	824149	Dell Marketing Lp	Wastewater	$ 12,386.02	10313524427; WRF FY19 TRP REPLACEMENTS
06/17/2019	824151	Dezurik Inc	Wastewater	$ 2,661.00	RPI/65009555; PRIMARY CHECK VALVES
06/17/2019	824153	Dixie Petro-Chem	Water	$ 3,712.00	Bulk Chlorine
06/17/2019	824155	DOWL	Water	$ 56,220.50	2018 Water & Sewer Sch 1 N 27th Watermain
06/17/2019	824155	DOWL	Storm Sewer	$ 27,115.75	City County Drain Flood Mitigation
06/17/2019	824167	First American Title	CDBG	$ 4,038.00	FTHB Mandy Murnion 215 19th Street West
06/17/2019	824168	First Interstate Bank	Tax Increment East	$ 113,941.00	FY19 Development Agreement payment
06/17/2019	824169	FirstMark Construction	Storm Sewer	$ 8,584.88	54th/Rimrock Storm Drain Improvements
06/17/2019	824175	Gillig Corporation	Transit	$ 2,051.82	40584686 PO NUM 308426
06/17/2019	824175	Gillig Corporation	Transit	$ 70.86	40587029
06/17/2019	824175	Gillig Corporation	Transit	$ 431.22	40586579 PO NUM 308426
06/17/2019	824176	Goetz Baldwin & Geddes	General	$ 33,134.50	#26801 Watters v. COB Appeal
06/17/2019	824180	Grondahl Recreation Inc	Park District 1	$ 8,258.00	3 bay swing set
06/17/2019	824184	Hawkins Inc.	Water	$ 26,727.00	COAGULANT FOR WTP
06/17/2019	824184	Hawkins Inc.	Water	$ 26,833.20	COAGULANT FOR WTP
06/17/2019	824185	HDR, Inc.	Water	$ 24,295.32	Leavens Reservoir Expansion & Zone 1 Improvements
06/17/2019	824192	Industrial Sales & Service	Wastewater	$ 7,915.00	128930; SECONDARY COMPLEX
06/17/2019	824193	InfoSend Inc	Wastewater	$ 5,138.34	154536; MONTHLY STATEMENT PRINTING AND MAILING
06/17/2019	824193	InfoSend Inc	Water	$ 1,911.91	154536; MONTHLY STATEMENT PRINTING AND MAILING

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/17/2019	824193	InfoSend Inc	Wastewater	$ 1,274.61	154536; MONTHLY STATEMENT PRINTING AND MAILING
06/17/2019	824193	InfoSend Inc	Water	$ 7,707.50	154536; MONTHLY STATEMENT PRINTING AND MAILING
06/17/2019	824203	Knife River (JTL Group Inc.)	Street/Traffic Oper	$ 2,393.43	asphalt
06/17/2019	824203	Knife River (JTL Group Inc.)	Street/Traffic Oper	$ 1,598.85	asphalt
06/17/2019	824203	Knife River (JTL Group Inc.)	Street/Traffic Oper	$ 554.04	asphalt
06/17/2019	824203	Knife River (JTL Group Inc.)	Street/Traffic Oper	$ 130.53	asphalt
06/17/2019	824203	Knife River (JTL Group Inc.)	Street/Traffic Oper	$ 283.29	asphalt
06/17/2019	824218	MT Dept Of Enviro Quality	Water	$ 3,472.25	Southside Triangle Waterline Replacement
06/17/2019	824220	MT Municipal Interlocal Authority	Property Ins	$ 55,023.18	Deductible Recovery Invoice 519002
06/17/2019	824224	Morrison Maierle Inc	Water	$ 47,261.00	WO1815 Voelker Pump Station Improvements
06/17/2019	824225	Motor Power Equipment Co.	Water	$ 4,844.45	NONSTOCKING ITEMS-P.U.D.
06/17/2019	824225	Motor Power Equipment Co.	Fleet	$ 285.78	B1267562 PO NUM 308386
06/17/2019	824226	Moulton Bellingham PC	General	$ 765.00	Inv. #130088 Abromeit et al v. COB
06/17/2019	824226	Moulton Bellingham PC	General	$ 17,665.00	Inv. #130359 Houser et al WWFF
06/17/2019	824226	Moulton Bellingham PC	General	$ 105.00	Inv. #130087 Stone et al v. COB
06/17/2019	824226	Moulton Bellingham PC	General	$ 1,575.00	Inv. #130187 Watters et al v. COB
06/17/2019	824226	Moulton Bellingham PC	General	$ 72.00	Inv. #130205 Good Stuff Zoning Violations
06/17/2019	824227	MT Waterworks	Water	$ 62.52	SPRAYON PRIMER - CHARCOAL BLACK
06/17/2019	824227	MT Waterworks	Water	$ 5,049.38	28734; C/2 INJECTION QUILLS FOR C 1 & 2
06/17/2019	824227	MT Waterworks	Water	$ 540.00	PACER DRAIN PLUNGER (PVC) P/N: 53120
06/17/2019	824227	MT Waterworks	Water	$ 300.00	5/8 X 1/8 -RUBBER METER GASKET P/N: 18G1
06/17/2019	824227	MT Waterworks	Water	$ 160.75	29151; JOB #S15429 1216 ROMELDA LN
06/17/2019	824230	Northwest Pipe Fittings	Water	$ 18,564.00	3/4" E-CODER WALL CU/FT METER
06/17/2019	824230	Northwest Pipe Fittings	Street/Traffic Oper	$ 23.88	nipples for broadwater/zimmerman
06/17/2019	824230	Northwest Pipe Fittings	Wastewater	$ 145.53	1137988; PSP PUMP VALVES
06/17/2019	824230	Northwest Pipe Fittings	Water	$ 492.97	1136351; PARTS TO REBUILD H-5 AIR RELIEF
06/17/2019	824230	Northwest Pipe Fittings	Water	$ 10.95	PVC FILLINGS FOR K-5 AIR RELIEF DISCHARGE LINE
06/17/2019	824230	Northwest Pipe Fittings	Wastewater	$ 33.64	1146286; PD BASEMENT FOR LEAK ON SEAL H2O LINE
06/17/2019	824230	Northwest Pipe Fittings	Water	$ 3,000.00	3118478; NEPTUNE MODEM UPGRADE KIT
06/17/2019	824230	Northwest Pipe Fittings	Water	$ 13,745.00	5/8" E-CODER WALL METER P/N: 2022300
06/17/2019	824230	Northwest Pipe Fittings	Street/Traffic Oper	$ 37.76	brass nipple for broadwater and zimmerman
06/17/2019	824230	Northwest Pipe Fittings	Street/Traffic Oper	$ 16.92	galvanized nipple for broadwater and zimmerman
06/17/2019	824230	Northwest Pipe Fittings	Water	$ 6,836.40	1-1/2" FLG ECODER WALL METER CUFT
06/17/2019	824230	Northwest Pipe Fittings	Water	$ 34.32	1150278; STAPLES C/2 UNIT
06/17/2019	824230	Northwest Pipe Fittings	Street/Traffic Oper	$ 29.04	couplings for street light repair
06/17/2019	824230	Northwest Pipe Fittings	Wastewater	$ 40.32	1138400; PSPVALVE & OPERATING STOCK
06/17/2019	824230	Northwest Pipe Fittings	Water	$ 51.98	P/N: 2038240
06/17/2019	824230	Northwest Pipe Fittings	Street/Traffic Oper	$ 120.43	compression coupling/pipe clamp for poly zimmerman
06/17/2019	824230	Northwest Pipe Fittings	Wastewater	$ 74.25	1141400; FOR SSP
06/17/2019	824230	Northwest Pipe Fittings	Wastewater	$ 1,395.00	1143385; BACKFLOW PREVENTER
06/17/2019	824230	Northwest Pipe Fittings	Water	$ 11.84	1146074; LS SAMPLE PUMP

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/17/2019	824230	Northwest Pipe Fittings	Wastewater	$ 106.30	1140789; PD REGULATOR & EXTRA
06/17/2019	824230	Northwest Pipe Fittings	Water	$ 16,500.00	Upgrade Gateway Meter Reading System Modems
06/17/2019	824231	NorthWestern Energy	Transit	$ 2,524.63	Electricity at Metroplex for 4/25/19 to 5/24/19
06/17/2019	824231	NorthWestern Energy	CDBG	$ 5.52	930 Steffanich Dr. Foreclosure /Rehab Program
06/17/2019	824231	NorthWestern Energy	Public Safety	$ 8.75	0712532-1
06/17/2019	824231	NorthWestern Energy	Street/Traffic Oper	$ 46.01	1045820-6
06/17/2019	824231	NorthWestern Energy	Parks Maintenance	$ 5.28	2055817-7
06/17/2019	824231	NorthWestern Energy	General	$ 129.83	0712538-8
06/17/2019	824231	NorthWestern Energy	Transit	$ 291.61	0719225-5
06/17/2019	824231	NorthWestern Energy	Building Inspection	$ 22.82	1569631-3
06/17/2019	824231	NorthWestern Energy	General	$ 6.10	1588262-4
06/17/2019	824231	NorthWestern Energy	Parks Maintenance	$ 18.80	1045813-1
06/17/2019	824231	NorthWestern Energy	Water	$ 6.10	1160807-2
06/17/2019	824231	NorthWestern Energy	Street/Traffic Oper	$ 8.51	0855404-0
06/17/2019	824231	NorthWestern Energy	Water	$ 4.25	1346673-5
06/17/2019	824231	NorthWestern Energy	Street/Traffic Oper	$ 0.11	3590004-2
06/17/2019	824231	NorthWestern Energy	Public Safety	$ 269.15	0720817-6
06/17/2019	824231	NorthWestern Energy	General	$ 14.73	0978917-3
06/17/2019	824231	NorthWestern Energy	Water	$ 1,525.50	2082903-2 JUNE 2019; MONTHLY SERVICE FEES
06/17/2019	824231	NorthWestern Energy	Street/Traffic Oper	$ 6.10	1242222-6
06/17/2019	824231	NorthWestern Energy	Wastewater	$ 75,301.22	0100591-7
06/17/2019	824231	NorthWestern Energy	General	$ 13.02	1191404-1
06/17/2019	824231	NorthWestern Energy	Parks Maintenance	$ 7.37	1514388-6
06/17/2019	824231	NorthWestern Energy	General	$ 53.81	1849408-8
06/17/2019	824231	NorthWestern Energy	General	$ 54.52	0813489-2
06/17/2019	824231	NorthWestern Energy	Public Safety	$ 1,322.01	1183483-5
06/17/2019	824231	NorthWestern Energy	General	$ -	0839280-5
06/17/2019	824231	NorthWestern Energy	Parks Maintenance	$ -	1029192-0
06/17/2019	824231	NorthWestern Energy	Parks Maintenance	$ 1.14	1265177-4
06/17/2019	824231	NorthWestern Energy	Water	$ 6.73	1867265-9
06/17/2019	824231	NorthWestern Energy	General	$ 45.55	1941243-6
06/17/2019	824231	NorthWestern Energy	Parks Maintenance	$ 1.14	1948667-9
06/17/2019	824231	NorthWestern Energy	General	$ 165.61	0720841-6
06/17/2019	824231	NorthWestern Energy	General	$ 38.83	1904944-4
06/17/2019	824231	NorthWestern Energy	Parks Maintenance	$ 6.87	0881455-0
06/17/2019	824231	NorthWestern Energy	Water	$ 201.29	1142253-2
06/17/2019	824231	NorthWestern Energy	General	$ 6.10	3178260-0
06/17/2019	824231	NorthWestern Energy	Public Safety	$ 1,892.15	3448739-7
06/17/2019	824231	NorthWestern Energy	Airport	$ 18.77	0712795-4. Gate 17. May 2019
06/17/2019	824231	NorthWestern Energy	Airport	$ 18.77	0712797-0. Gate 9. May 2019
06/17/2019	824231	NorthWestern Energy	Airport	$ 22.71	2114868-9. Runway Weather System. May 2019

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/17/2019	824231	NorthWestern Energy	Airport	$ 16.10	0719761-9. Gate 15. May 2019
06/17/2019	824231	NorthWestern Energy	Airport	$ 19.40	0719762-7. Gate 13. May 2019
06/17/2019	824231	NorthWestern Energy	Airport	$ 8.75	0712813-5. Burn Pit. May 2019
06/17/2019	824231	NorthWestern Energy	Wastewater	$ 107.18	1175972-7 JUNE 2019; MONTHLY SERVICE FEE
06/17/2019	824231	NorthWestern Energy	Airport	$ 19.28	0712791-3. Gate 16. May 2019
06/17/2019	824231	NorthWestern Energy	Airport	$ 19.02	0719759-3 Gate 12. May 2019
06/17/2019	824231	NorthWestern Energy	Airport	$ 18.13	0720296-3. Gate 29. May 2019
06/17/2019	824231	NorthWestern Energy	Airport	$ 131.76	0712535-4. Employee Parking. May 2019
06/17/2019	824231	NorthWestern Energy	Airport	$ 20.15	0719760-1. Gate 14. May 2019
06/17/2019	824231	NorthWestern Energy	Airport	$ 6.22	0712805-1. IP-10. May 2019
06/17/2019	824231	NorthWestern Energy	Water	$ 288.53	1920951-9 MAY 2019; MONTHLY SERVICE FEE
06/17/2019	824231	NorthWestern Energy	CDBG	$ 28.59	215 19th St W Forclosure /Rehab Program
06/17/2019	824236	PeopleReady Inc	Solid Waste	$ 1,185.92	Paper Pickers for the Landfill 24769415
06/17/2019	824236	PeopleReady Inc	Solid Waste	$ 231.63	Paper Pickers for the Landfill 24728727
06/17/2019	824236	PeopleReady Inc	Solid Waste	$ 1,185.92	Paper Pickers for the Landfill 24752942
06/17/2019	824237	Performance Eng & Consulting	Water	$ 10,389.48	WO 1910 Jellison Road Water Main; 2018-086-005
06/17/2019	824239	Playspace Designs Incorporated	Park District 1	$ 5,911.00	Playground equipment for Primrose Park
06/17/2019	824241	Public Utilities	Street/Traffic Oper	$ 18.36	259589
06/17/2019	824241	Public Utilities	Airport	$ 6,823.78	136516
06/17/2019	824241	Public Utilities	Facilities Mngmt	$ 474.97	158260
06/17/2019	824241	Public Utilities	Street/Traffic Oper	$ 32.00	259590
06/17/2019	824241	Public Utilities	Street/Traffic Oper	$ 45.64	259591
06/17/2019	824243	Public Works-Administration	Water	$ 500.00	120719645 6..3..19; Engineering Permits
06/17/2019	824243	Public Works-Administration	Water	$ 2,170.00	120719645 6..3..19; Engineering Permits
06/17/2019	824250	Sanderson Stewart	City County Planning	$ 16,086.10	Inv 46343 and Inv 46194
06/17/2019	824250	Sanderson Stewart	Water	$ 32,750.40	WO 19-01 Water/Sewer Replacement Project
06/17/2019	824257	Sign Products Inc	City County Planning	$ 316.32	ComDev Refund
06/17/2019	824257	Sign Products Inc	City County Planning	$ 4,032.00	ComDev Refund
06/17/2019	824263	St Vincent Occupational Health	Public Safety	$ 40.00	Inv. 54928
06/17/2019	824263	St Vincent Occupational Health	Transit	$ 285.00	Inv. 54928
06/17/2019	824263	St Vincent Occupational Health	City Health Ins Fund	$ 630.00	Inv. 54928
06/17/2019	824263	St Vincent Occupational Health	General	$ 5,135.00	Inv. 54928
06/17/2019	824263	St Vincent Occupational Health	Public Safety	$ 75.00	Inv. 54928
06/17/2019	824263	St Vincent Occupational Health	Water	$ 231.00	Inv. 54928
06/17/2019	824263	St Vincent Occupational Health	Street/Traffic Oper	$ 95.00	Inv. 54928
06/17/2019	824263	St Vincent Occupational Health	Wastewater	$ 154.00	Inv. 54928
06/17/2019	824263	St Vincent Occupational Health	Fleet	$ 95.00	Inv. 54928
06/17/2019	824263	St Vincent Occupational Health	Solid Waste	$ 525.00	Inv. 54928
06/17/2019	824263	St Vincent Occupational Health	Airport	$ 95.00	Inv. 54928
06/17/2019	824263	St Vincent Occupational Health	Airport	$ 50.00	Inv. 54928
06/17/2019	824264	Steiner Thuesen PLLC	Rose Park Pool Const	$ 8,835.84	Centennial Park development

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/17/2019	824273	The Boyer Company LC	Tax Increment East	$ 76,717.70	FY19 Development Agreement payment
06/17/2019	824275	Town & Country Supply	Water	$ 369.05	NONSTOCKING ITEMS-P.U.D.
06/17/2019	824275	Town & Country Supply	Airport	$ 19,119.18	Invoice #316687. QTA Fuel.
06/17/2019	824275	Town & Country Supply	Transit	$ 4,360.20	317343 PO NUM 308431
06/17/2019	824275	Town & Country Supply	Water	$ 420.36	NONSTOCKING ITEMS-P.U.D.
06/17/2019	824284	Utility Specialties Inc	Wastewater	$ 11,160.00	36-5gln Units of Sanafoam Chemical Vaporooter II
06/17/2019	824284	Utility Specialties Inc	Wastewater	$ 466.65	Shipping for Sanafoam Chemical Vaporooter II
06/17/2019	824286	Vermont Systems Inc	General	$ 5,179.40	RecTrac system annual maintenance
06/17/2019	824287	VICKI WAHRLICH	Wastewater	$ 6,633.75	REFUND FOR HALF OF BILL FROM MR ROOTER
06/17/2019	824293	Winkler Excavating Inc	Water	$ 8,209.08	Construction of Dyke along Rip-Rap Project along river
06/17/2019	824296	Yellowstone County	Public Safety	$ 21,000.00	YCDF MAY jail boarders
06/17/2019	824301	Yllwstn Valley Tree Surgeons	Parks Maintenance	$ 2,940.00	Spraying services for 49 pines in Frances Park

Consent **1. K. 2.**

Regular City Council Meeting

Meeting Date: 07/22/2019

TITLE: Payment of Claims for the week of June 24, 2019

PRESENTED BY: Andy Zoeller

Department: City Hall Administration

Presentation: No

PROBLEM/ISSUE STATEMENT

Claims in the amount of $3,789,644.95 have been audited and are presented for City Council payment approval. A complete listing of the claims for the week are available in the Finance Department.

ALTERNATIVES ANALYZED

No other alternatives were analyzed.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends Council approve the Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

councilmemo_06242019

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/24/2019	824304	A & I Distributors	Public Safety	$ 39.79	3304576
06/24/2019	824304	A & I Distributors	Street/Traffic Oper	$ 39.79	3304576
06/24/2019	824304	A & I Distributors	Solid Waste	$ 40.35	3304576
06/24/2019	824304	A & I Distributors	Street/Traffic Oper	$ 135.20	Inv#3302195
06/24/2019	824304	A & I Distributors	Airport	$ 660.00	Invoice #3296976. Motor Oil for Operations
06/24/2019	824304	A & I Distributors	Fleet	$ 4,173.84	3304576 PO NUM 307944
06/24/2019	824304	A & I Distributors	Fleet	$ 543.53	3304576 PO NUM 307944
06/24/2019	824304	A & I Distributors	Fleet	$ 29.99	3297884
06/24/2019	824304	A & I Distributors	Transit	$ 1,860.01	3300960 PO NUM 307944
06/24/2019	824304	A & I Distributors	Solid Waste	$ 557.70	Blue DEF for the Garbage trucks 3297437
06/24/2019	824304	A & I Distributors	Fleet	$ 1,571.74	3294718 PO NUM 307944
06/24/2019	824304	A & I Distributors	Fleet	$ 86.20	3299656 PO NUM 307944
06/24/2019	824304	A & I Distributors	Fleet	$ 2,312.44	3300455 PO NUM 307944
06/24/2019	824304	A & I Distributors	Solid Waste	$ 105.00	Oil Heater repair for the Oil heater in the Shop 3302843
06/24/2019	824304	A & I Distributors	Solid Waste	$ 17.11	Pump for oil barrels at the Landfill 3301351
06/24/2019	824304	A & I Distributors	Water	$ 568.70	WATER PARTS AND SUPPLIES PO NUM 308222
06/24/2019	824304	A & I Distributors	Transit	$ 92.95	3302834
06/24/2019	824306	Ace Electric Inc	SID Construction	$ 10,767.58	SID 1404 Annafeld Street Lights; RetRel 1F
06/24/2019	824307	Action Electric	Radio	$ 18,855.54	SWRDS TWR: PROVIDE & INSTALL REPLACEMENT STANDBY
06/24/2019	824308	Advanced Eng & Enviro	Water	$ 18,227.71	WO 18-21 WTP Intake Redundancy; WO1821 AES2 3 Pmts
06/24/2019	824308	Advanced Eng & Enviro	Water	$ 16,809.49	Water & Waste Water Rate Study FY18/19 & FY19/20; 63117
06/24/2019	824308	Advanced Eng & Enviro	Wastewater	$ 16,150.30	Water & Waste Water Rate Study FY18/19 & FY19/20; 63117
06/24/2019	824308	Advanced Eng & Enviro	Water	$ 21,255.02	Water & Waste Water Rate Study FY18/19 & FY19/20; 62645
06/24/2019	824308	Advanced Eng & Enviro	Wastewater	$ 20,421.48	Water & Waste Water Rate Study FY18/19 & FY19/20; 62645
06/24/2019	824308	Advanced Eng & Enviro	Wastewater	$ 1,077.32	Water & Waste Water Rate Study FY18/19 & FY19/20; 63571
06/24/2019	824308	Advanced Eng & Enviro	Water	$ 1,121.29	Water & Waste Water Rate Study FY18/19 & FY19/20; 63571
06/24/2019	824311	Alpine Plumbing	Airport	$ 3,222.00	Invoice #79018. Replaced Bad Copper Water Line to Bag Claim
06/24/2019	824317	AT & T Corp	Public Safety	$ 917.62	MDT Fire
06/24/2019	824317	AT & T Corp	Public Safety	$ 264.14	Animal Control -MDT
06/24/2019	824317	AT & T Corp	Public Safety	$ 265.35	Animal Control Cell Phones
06/24/2019	824317	AT & T Corp	Airport	$ (150.00)	Airport
06/24/2019	824317	AT & T Corp	Public Safety	$ 1,142.08	Fire Department Cell Phones
06/24/2019	824317	AT & T Corp	Police Programs	$ 47.19	Domestic Violence -Katie Nash
06/24/2019	824317	AT & T Corp	IT Resources	$ 47.19	IT Department -On call Phone
06/24/2019	824317	AT & T Corp	Airport	$ 959.56	Airport
06/24/2019	824317	AT & T Corp	Public Safety	$ 3,612.60	Police MDT Toughbooks
06/24/2019	824317	AT & T Corp	Parking	$ 64.78	Parking Division Meter Maintenance
06/24/2019	824317	AT & T Corp	Building Inspection	$ 401.40	PW-Building Tablets (Planning)
06/24/2019	824317	AT & T Corp	Building Inspection	$ 472.00	PW-Building Cell Phones
06/24/2019	824317	AT & T Corp	Public Safety	$ 87.33	ICAC -Campbell and Spare
06/24/2019	824317	AT & T Corp	Public Safety	$ 2,746.08	Police Department Cell Phone

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/24/2019	824317	AT & T Corp	Transit	$ 453.60	MET Transit Tablets
06/24/2019	824317	AT & T Corp	General	$ 47.19	Legal Dept -Domestic Violence
06/24/2019	824317	AT & T Corp	Public Safety	$ 235.96	Police -Resource Officers
06/24/2019	824318	ATS Inland NW LLC	Airport	$ 3,588.75	Invoice #032598. HVAC Upgrades on AHU 4 & 5
06/24/2019	824320	Axmen	Public Safety	$ 3.99	ALUM MALE CAM X JAM LOCK M 2"X2" FPT. AL-A200 KURIYAMA
06/24/2019	824320	Axmen	Public Safety	$ 168.00	PRIMER PUMP/GUZZLER PUMP W/STOP BRACKET 400-H-ALE-5400
06/24/2019	824320	Axmen	Public Safety	$ 83.99	STRAINER, FOOT VALVE 2" SCREENED 70FLF2PF, MERCEDES
06/24/2019	824320	Axmen	Public Safety	$ 1,260.00	1" NPSH FOREST GUARD HOSE #175101001 1" X 100' WHITE
06/24/2019	824320	Axmen	Public Safety	$ 1,638.50	1.5" NH FORESTRY FIRE HOSE, 1.5" NH X 100' FOREST GUARD II
06/24/2019	824320	Axmen	Public Safety	$ 1,140.00	3/4" GHT MOP UP FIRE HOSE #235071001C, 3/4" X 100' MYTI-FLO
06/24/2019	824326	Billings Clinic	Public Safety	$ 176.00	Billings Clinic 535559999-I, legal blood draw
06/24/2019	824326	Billings Clinic	Public Safety	$ 176.00	Billings Clinic PAT CNTL #535476799-I, legal blood draw
06/24/2019	824326	Billings Clinic	Public Safety	$ 168.00	Billings Clinic PAT. CNTL# 535233226-I, legal blood draw
06/24/2019	824326	Billings Clinic	Public Safety	$ 600.00	Billings Clinic SANE exam 2019050
06/24/2019	824326	Billings Clinic	Public Safety	$ 176.00	Billings Clinic PAT CNTL # 534656911-I, legal blood draw
06/24/2019	824326	Billings Clinic	Public Safety	$ 176.00	Billings Clinic 535067075-I, legal blood draw
06/24/2019	824326	Billings Clinic	Public Safety	$ 48.00	BLS PROVIDER ECARDS
06/24/2019	824326	Billings Clinic	Public Safety	$ 50.00	PALS
06/24/2019	824326	Billings Clinic	Public Safety	$ 50.00	ACLS PROVIDER ECARDS
06/24/2019	824326	Billings Clinic	Public Safety	$ 176.00	Billings Clinic 534292908-I, legal blood draw
06/24/2019	824326	Billings Clinic	Public Safety	$ 600.00	Billings Clinic 533560815-I
06/24/2019	824326	Billings Clinic	Public Safety	$ 176.00	Billings Clinic PAT CNTL# 534230185-I
06/24/2019	824328	Billings Depot Inc	P.W. Admin	$ 2,606.74	July Depot Rent
06/24/2019	824328	Billings Depot Inc	Engineering	$ 10,426.93	July Depot Rent
06/24/2019	824333	Billings Tourism	Tourism BID #2	$ 942,073.00	Distributed May, paid June 2019
06/24/2019	824334	Bison Motor Company	Wastewater	$ 20,056.50	2019 3/4ton 4wh drive, extended cab, long box, w/service body & gate lift
06/24/2019	824334	Bison Motor Company	Water	$ 20,056.50	2019 3/4ton-4wl drive, extended cab, long box, w/service body & lift gate
06/24/2019	824337	Burns & McDonnell Eng	Solid Waste	$ 17,750.00	Solid Waste Rate & Fee Study; 114422-3
06/24/2019	824339	Business Tax Section	Storm Sewer	$ 65.25	WO 19-06 Arnold Drain Structure; 981
06/24/2019	824339	Business Tax Section	Water	$ 8,109.69	2018 Water & Sewer Replacement
06/24/2019	824339	Business Tax Section	Radio	$ 190.46	CGR 1%/ACTION ELECTRIC
06/24/2019	824339	Business Tax Section	Water	$ 81.33	5932; RAIL SWITCH REPAIR
06/24/2019	824339	Business Tax Section	Park District 1	$ 778.95	New pump station at Riverfront park
06/24/2019	824339	Business Tax Section	Wastewater	$ 21.36	WO 17-20 Lift Station Backup Power; WO1720 Inter.Elec/4F
06/24/2019	824353	Cop Construction Co	Water	$ 802,860.16	2018 Water & Sewer Replacement
06/24/2019	824356	Crewsense LLC	Public Safety	$ 14,417.87	ANNUAL FEE: SCHEDULING PROGRAM, JUN2019-JUN2020
06/24/2019	824361	DBT Transporation	Airport	$ 4,588.00	Invoice #2541740. Modem Upgrade for Runway Surface Sensors
06/24/2019	824363	Digital Video Systems	Solid Waste	$ 2,875.00	Camera for the Landfill 2015655
06/24/2019	824364	Downtown Billings BID	Downtown BID	$ 120,101.92	Paid May, distributed June 2019
06/24/2019	824376	Galles Filter Service	Fleet	$ 154.04	P-87779.01 PO NUM 307947
06/24/2019	824376	Galles Filter Service	Fleet	$ 65.09	P-87682.01 PO NUM 307947

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06/24/2019	824376	Galles Filter Service	Solid Waste	$ 176.92	Filters for Landfill equipment P87681-01
06/24/2019	824376	Galles Filter Service	Solid Waste	$ 124.04	Filters for Landfill Equipment P87862-01
06/24/2019	824376	Galles Filter Service	Water	$ 380.71	WATER PARTS AND SUPPLIES PO NUM 308214
06/24/2019	824376	Galles Filter Service	Fleet	$ 107.32	P-88205.01 PO NUM 307947
06/24/2019	824376	Galles Filter Service	Fleet	$ 5.45	P-87640.01 PO NUM 307947
06/24/2019	824376	Galles Filter Service	Fleet	$ 135.67	P-88058.01 PO NUM 307947
06/24/2019	824376	Galles Filter Service	Fleet	$ 222.57	P-87863.01 PO NUM 307947
06/24/2019	824376	Galles Filter Service	Solid Waste	$ 44.77	P-87778.01
06/24/2019	824376	Galles Filter Service	Solid Waste	$ 9.07	P-87839.01
06/24/2019	824376	Galles Filter Service	Fleet	$ 268.65	P88133.01 PO NUM 307947
06/24/2019	824376	Galles Filter Service	Fleet	$ 5.56	P87978.01 PO NUM 307947
06/24/2019	824376	Galles Filter Service	Fleet	$ 95.26	T82956 PO NUM 307947
06/24/2019	824376	Galles Filter Service	Fleet	$ 24.21	P-87480.01 PO NUM 307947
06/24/2019	824376	Galles Filter Service	Fleet	$ 303.42	P-87597.01 PO NUM 307947
06/24/2019	824376	Galles Filter Service	Fleet	$ 150.47	P-87479.01 PO NUM 307947
06/24/2019	824376	Galles Filter Service	Transit	$ 37.51	P-87781-01 PO NUM 307947
06/24/2019	824376	Galles Filter Service	Transit	$ 88.68	T-82661
06/24/2019	824376	Galles Filter Service	Solid Waste	$ 287.97	Filters for Landfill Equipment P88208-01
06/24/2019	824376	Galles Filter Service	Transit	$ 34.60	P-88130-01
06/24/2019	824376	Galles Filter Service	Transit	$ 41.78	T-82746
06/24/2019	824376	Galles Filter Service	Transit	$ 56.98	P-87868-01
06/24/2019	824376	Galles Filter Service	Solid Waste	$ 106.15	Filters for Landfill equipment P47481-01
06/24/2019	824376	Galles Filter Service	Transit	$ 344.46	P-88130-01
06/24/2019	824376	Galles Filter Service	Water	$ 147.48	WATER PARTS AND SUPPLIES PO NUM 308232
06/24/2019	824376	Galles Filter Service	Water	$ 10.20	WATER PARTS AND SUPPLIES PO NUM 308233
06/24/2019	824376	Galles Filter Service	Water	$ 16.65	WATER PARTS AND SUPPLIES PO NUM 308234
06/24/2019	824376	Galles Filter Service	Fleet	$ 182.03	P-87979.01 PO NUM 307947
06/24/2019	824376	Galles Filter Service	Street/Traffic Oper	$ 21.01	P-87713.01
06/24/2019	824376	Galles Filter Service	Water	$ 15.20	WATER PARTS AND SUPPLIES PO NUM 308218
06/24/2019	824379	Gillig Corporation	Transit	$ 5.55	40588061
06/24/2019	824379	Gillig Corporation	Transit	$ 644.17	40588604
06/24/2019	824379	Gillig Corporation	Transit	$ 732.94	40587483
06/24/2019	824379	Gillig Corporation	Transit	$ 1,897.89	40588061 PO NUM 308457
06/24/2019	824382	Granite Peak Pump	Park District 1	$ 77,116.05	Pump station for Riverfront Park
06/24/2019	824383	Graybar Electric Co	Water	$ 32.33	9310537969; ADDITIONAL CODING MARKING TAPE
06/24/2019	824383	Graybar Electric Co	Water	$ 690.30	BALLAST COMPATIBLE DIRECT REPLACEMENT 48" G13
06/24/2019	824383	Graybar Electric Co	Facilities Mngmt	$ 19,965.00	Lithonia High Bay LED lights for BOC, Airport AFRR Facility and MET
06/24/2019	824383	Graybar Electric Co	Airport	$ 10,725.00	Lithonia High Bay LED lights for BOC, Airport AFRR Facility and MET
06/24/2019	824383	Graybar Electric Co	Facilities Mngmt	$ 876.69	Lithonia High Bay LED lights for BOC, Airport AFRR Facility and MET
06/24/2019	824383	Graybar Electric Co	Transit	$ 9,570.00	Lithonia High Bay LED lights for BOC, Airport AFRR Facility and MET
06/24/2019	824387	HDR, Inc.	Wastewater	$ 116,678.91	Nutrient Upgrade Expansion & Improvements

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06/24/2019	824387	HDR, Inc.	Wastewater	$ 8,444.57	Nutrient Recovery & Biosolids Facilities Plan
06/24/2019	824387	HDR, Inc.	Water	$ 19,326.79	WO 18-23 Water Master Plan Update; 1200195260/5
06/24/2019	824387	HDR, Inc.	Arterial Streets	$ 4,426.69	WO 19-38 Monad 19th - 20th Connection; 1200196164/1
06/24/2019	824387	HDR, Inc.	Water	$ 44,074.26	WO 19-12 West End Reservoir; 1200196641/2
06/24/2019	824387	HDR, Inc.	Water	$ 2,119.96	Water Treatment Facility High Service Pump H2-2 Replacement
06/24/2019	824394	Iaff	Payroll Clearing	$ 4,683.09	Payroll Summary
06/24/2019	824395	Identity Automation LP	Public Safety	$ 3,059.15	2FA Multi Factor Authentication renewal thru 7/31/2020
06/24/2019	824397	Ingram Library Services	Library	$ 53.07	40175103
06/24/2019	824397	Ingram Library Services	Library	$ 16.51	40175105
06/24/2019	824397	Ingram Library Services	Library	$ 15.99	40175105
06/24/2019	824397	Ingram Library Services	Library	$ 31.26	40175102
06/24/2019	824397	Ingram Library Services	Library	$ 124.57	40215170
06/24/2019	824397	Ingram Library Services	Library	$ 50.38	40215171
06/24/2019	824397	Ingram Library Services	Library	$ 33.79	40277551
06/24/2019	824397	Ingram Library Services	Library	$ 30.30	40175101
06/24/2019	824397	Ingram Library Services	Library	$ 16.49	40175104
06/24/2019	824397	Ingram Library Services	Library	$ 33.01	40175105
06/24/2019	824397	Ingram Library Services	Library	$ 10.61	40175106
06/24/2019	824397	Ingram Library Services	Library	$ 103.15	40181414
06/24/2019	824397	Ingram Library Services	Library	$ 9.60	40171995
06/24/2019	824397	Ingram Library Services	Library	$ 33.62	40175100
06/24/2019	824397	Ingram Library Services	Library	$ 285.14	40175105
06/24/2019	824397	Ingram Library Services	Library	$ 64.39	40181409
06/24/2019	824397	Ingram Library Services	Library	$ 44.08	40181414
06/24/2019	824397	Ingram Library Services	Library	$ (13.79)	CR 40172583
06/24/2019	824397	Ingram Library Services	Library	$ 72.25	40175105
06/24/2019	824397	Ingram Library Services	Library	$ 335.16	40175105
06/24/2019	824397	Ingram Library Services	Library	$ 99.44	40181410
06/24/2019	824397	Ingram Library Services	Library	$ 16.49	4081411
06/24/2019	824397	Ingram Library Services	Library	$ 39.68	40181413
06/24/2019	824397	Ingram Library Services	Library	$ 160.29	40277560
06/24/2019	824397	Ingram Library Services	Library	$ 23.99	40215174
06/24/2019	824397	Ingram Library Services	Library	$ 14.99	40215175
06/24/2019	824397	Ingram Library Services	Library	$ 32.29	40277552
06/24/2019	824397	Ingram Library Services	Library	$ 41.30	40367056
06/24/2019	824397	Ingram Library Services	Library	$ 23.99	40367058
06/24/2019	824397	Ingram Library Services	Library	$ 9.32	40181412
06/24/2019	824397	Ingram Library Services	Library	$ 32.29	40277553
06/24/2019	824397	Ingram Library Services	Library	$ 257.87	40367054
06/24/2019	824397	Ingram Library Services	Library	$ 10.77	40367059
06/24/2019	824397	Ingram Library Services	Library	$ 286.42	40277560

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06/24/2019	824397	Ingram Library Services	Library	$ 26.38	40367053
06/24/2019	824397	Ingram Library Services	Library	$ 15.31	40367063
06/24/2019	824397	Ingram Library Services	Library	$ 48.74	40277561
06/24/2019	824397	Ingram Library Services	Library	$ 36.55	40367057
06/24/2019	824397	Ingram Library Services	Library	$ 11.20	40215172
06/24/2019	824397	Ingram Library Services	Library	$ 32.34	40277558
06/24/2019	824397	Ingram Library Services	Library	$ 780.10	40277560
06/24/2019	824397	Ingram Library Services	Library	$ 11.95	40296144
06/24/2019	824397	Ingram Library Services	Library	$ 15.93	40367061
06/24/2019	824397	Ingram Library Services	Library	$ 10.79	40367064
06/24/2019	824397	Ingram Library Services	Library	$ 21.99	40277555
06/24/2019	824397	Ingram Library Services	Library	$ 2.94	40277556
06/24/2019	824397	Ingram Library Services	Library	$ 199.84	40277560
06/24/2019	824397	Ingram Library Services	Library	$ 109.63	40277560
06/24/2019	824397	Ingram Library Services	Library	$ 11.20	40367065
06/24/2019	824397	Ingram Library Services	Library	$ 49.20	40181413
06/24/2019	824397	Ingram Library Services	Library	$ 25.34	40181413
06/24/2019	824397	Ingram Library Services	Library	$ 16.19	40181413
06/24/2019	824397	Ingram Library Services	Library	$ 104.40	40215172
06/24/2019	824397	Ingram Library Services	Library	$ 24.74	40215173
06/24/2019	824397	Ingram Library Services	Library	$ 33.04	40277557
06/24/2019	824397	Ingram Library Services	Library	$ 34.12	40277559
06/24/2019	824397	Ingram Library Services	Library	$ 37.65	40296144
06/24/2019	824397	Ingram Library Services	Library	$ 18.00	40367056
06/24/2019	824397	Ingram Library Services	Library	$ 16.51	40175107
06/24/2019	824397	Ingram Library Services	Library	$ 130.17	40277550
06/24/2019	824397	Ingram Library Services	Library	$ 48.27	40277560
06/24/2019	824397	Ingram Library Services	Library	$ 15.92	40367057
06/24/2019	824397	Ingram Library Services	Library	$ 21.30	40181413
06/24/2019	824397	Ingram Library Services	Library	$ 33.02	40277549
06/24/2019	824397	Ingram Library Services	Library	$ 19.25	40277557
06/24/2019	824397	Ingram Library Services	Library	$ 15.93	40367055
06/24/2019	824397	Ingram Library Services	Library	$ 164.81	40367060
06/24/2019	824397	Ingram Library Services	Library	$ 56.94	40171995
06/24/2019	824397	Ingram Library Services	Library	$ 29.99	40277554
06/24/2019	824397	Ingram Library Services	Library	$ 122.31	40181412
06/24/2019	824397	Ingram Library Services	Library	$ 21.99	40215171
06/24/2019	824397	Ingram Library Services	Library	$ 413.40	40215176
06/24/2019	824397	Ingram Library Services	Library	$ 11.99	40277551
06/24/2019	824397	Ingram Library Services	Library	$ 32.44	40367057
06/24/2019	824397	Ingram Library Services	Library	$ 14.72	40367062

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06/24/2019	824406	Kadrmas Lee & Jackson	Wastewater	$ 6,380.63	WO 17-23 King Ave W Water & Sewer; RetRel 2
06/24/2019	824406	Kadrmas Lee & Jackson	Water	$ 6,380.62	WO 17-23 King Ave W Water & Sewer; RetRel 2
06/24/2019	824406	Kadrmas Lee & Jackson	Water	$ 76,005.50	WO 19-01 South Side Triangle Water Main Replacement
06/24/2019	824406	Kadrmas Lee & Jackson	Storm Sewer	$ 2,380.00	WO 17-07 Hilltop Rd & Aronson Ave Storm Drain Extension
06/24/2019	824408	KB Commercial Products	Wastewater	$ 1,370.80	452918; CARPET EXTRACTOR
06/24/2019	824408	KB Commercial Products	Water	$ 2,056.20	452918; CARPET EXTRACTOR
06/24/2019	824412	Knife River	Street/Traffic Oper	$ 694.26	asphalt
06/24/2019	824412	Knife River	Street/Traffic Oper	$ 804.84	asphalt
06/24/2019	824412	Knife River	Street/Traffic Oper	$ 1,594.29	asphalt
06/24/2019	824412	Knife River	Street/Traffic Oper	$ 795.15	asphalt
06/24/2019	824412	Knife River	Street/Traffic Oper	$ 1,826.85	asphalt
06/24/2019	824413	Kone Inc	Parking	$ 1,794.84	1157806890
06/24/2019	824413	Kone Inc	Parking	$ 349.00	959265683
06/24/2019	824413	Kone Inc	Parking	$ 349.00	959265683
06/24/2019	824413	Kone Inc	Parking	$ 349.00	959265683
06/24/2019	824413	Kone Inc	Parking	$ 1,485.99	1157806889
06/24/2019	824413	Kone Inc	Airport	$ 63.00	Invoice #959260983. Elevator/Escalator Maintenance IP-9
06/24/2019	824413	Kone Inc	Airport	$ 1,559.00	Invoice #959260983. Elevator/Escalator Maintenance Terminal
06/24/2019	824413	Kone Inc	Airport	$ 25.00	Invoice #959260983. Elevator/Escalator Maintenance Operations
06/24/2019	824420	Livingston Auto Center	Capital Replace	$ 23,220.00	2019 full size 1/2 ton 2 wheel regular cab long box pickup
06/24/2019	824423	M R Concrete	Water	$ 800.00	1803; SIDEWALK REPAIR
06/24/2019	824423	M R Concrete	Water	$ 800.00	1803; SIDEWALK REPAIR
06/24/2019	824423	M R Concrete	Water	$ 1,600.00	1802; SIDEWALK REPAIR
06/24/2019	824423	M R Concrete	Water	$ 800.00	1795; SIDEWALK REPAIRS
06/24/2019	824423	M R Concrete	Water	$ 1,600.00	1795; SIDEWALK REPAIRS
06/24/2019	824435	Montana CSED	Payroll Clearing	$ 3,687.44	Payroll Summary
06/24/2019	824437	Montana Dakota Utilities	Wastewater	$ 2,315.51	293 780 1000 2
06/24/2019	824437	Montana Dakota Utilities	Wastewater	$ 4,631.05	293 780 1000 2
06/24/2019	824437	Montana Dakota Utilities	Wastewater	$ 2,315.51	293 780 1000 2
06/24/2019	824437	Montana Dakota Utilities	Wastewater	$ 32.92	713 064 3190 0
06/24/2019	824437	Montana Dakota Utilities	Airport	$ 4,234.54	595 580 1000 1
06/24/2019	824437	Montana Dakota Utilities	Water	$ 9.88	373 580 1000 9
06/24/2019	824437	Montana Dakota Utilities	General	$ 30.24	501 473 1000 2
06/24/2019	824437	Montana Dakota Utilities	Wastewater	$ 33.47	596 733 1000 5
06/24/2019	824437	Montana Dakota Utilities	Airport	$ 213.86	285 580 1000 6
06/24/2019	824437	Montana Dakota Utilities	Water	$ 21.98	541 380 1000 1
06/24/2019	824437	Montana Dakota Utilities	Airport	$ 306.54	706 580 1000 7
06/24/2019	824437	Montana Dakota Utilities	Water	$ 32.92	921 580 1000 6
06/24/2019	824437	Montana Dakota Utilities	Water	$ 9.88	373 580 1000 9
06/24/2019	824437	Montana Dakota Utilities	Parking	$ 17.03	717 353 1000 6
06/24/2019	824437	Montana Dakota Utilities	Public Safety	$ 390.68	169 233 1000 3

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06/24/2019	824437	Montana Dakota Utilities	Engineering	$ 71.16	595 373 1000 1
06/24/2019	824437	Montana Dakota Utilities	Public Safety	$ 17.03	062 907 9494 7
06/24/2019	824437	Montana Dakota Utilities	Public Safety	$ 129.45	885 880 1000 4
06/24/2019	824437	Montana Dakota Utilities	Public Safety	$ 30.33	514 117 0478 9
06/24/2019	824437	Montana Dakota Utilities	P.W. Admin	$ 17.80	595 373 1000 1
06/24/2019	824437	Montana Dakota Utilities	Transit	$ 404.56	962 880 1000 0
06/24/2019	824437	Montana Dakota Utilities	General	$ 56.97	437 780 1000 9
06/24/2019	824437	Montana Dakota Utilities	Public Safety	$ 117.25	533 653 1000 1
06/24/2019	824437	Montana Dakota Utilities	Wastewater	$ 35.17	735 453 1000 2
06/24/2019	824437	Montana Dakota Utilities	Library	$ 619.75	219 924 4851 0
06/24/2019	824441	MT Railroad Services	Water	$ 8,051.67	5932; RAIL SWITCH REPAIR
06/24/2019	824442	MT State Fireman	Payroll Clearing	$ 4,195.50	Payroll Summary
06/24/2019	824443	Morrison Maierle	Wastewater	$ 1,350.95	2019 Water/Sewer Replacement Project
06/24/2019	824443	Morrison Maierle	Airport	$ 10,733.48	Develop Specification & Bid Packet for the Closed Circuit TV System
06/24/2019	824443	Morrison Maierle	Airport	$ 9,699.15	Storm Water Permit Management & Other Engineering
06/24/2019	824443	Morrison Maierle	Airport	$ 3,880.26	SCBA & Bunker Gear. Development Specification & Bid Packet
06/24/2019	824443	Morrison Maierle	Airport	$ 431.14	SCBA & Bunker Gear. Development Specification & Bid Packet
06/24/2019	824443	Morrison Maierle	Airport	$ 365,726.53	AIP 58 Terminal Building Expansion - Final Design Phase
06/24/2019	824443	Morrison Maierle	Airport	$ 63,832.47	AIP 58 Terminal Building Expansion - Final Design Phase
06/24/2019	824445	MPPA	Payroll Clearing	$ 3,404.80	Payroll Summary
06/24/2019	824447	MT Waterworks	Water	$ 787.50	8" HYMAX COUPLING - 8.54-9.84
06/24/2019	824447	MT Waterworks	Water	$ 540.00	AERVOE BLUE MARKING PAINT - #03621
06/24/2019	824447	MT Waterworks	Water	$ 416.00	8" PLASTIC PIPE CLASS - 200 SDR-14- C-900 SLIP HUB
06/24/2019	824447	MT Waterworks	Water	$ 372.00	8" GRIP RING ACCY. PAK - C 900 (RGRAPDIX)
06/24/2019	824447	MT Waterworks	Water	$ 511.00	M J GLANDS 6" PACKS P/N: DGP6
06/24/2019	824447	MT Waterworks	Wastewater	$ 2,095.14	GATE VALVES
06/24/2019	824447	MT Waterworks	Water	$ 1,640.49	6 " MJ GATE VALVE P/N: 2606BLAFMMU
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 1,715.16	SILMD 99 Acct# 0712558-6
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 3,179.08	SILMD 117 Acct# 0712566-9
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 201.00	SILMD 118 Acct# 0712567-7
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 437.97	SILMD 147 Acct# 0712592-5
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 351.12	SILMD 180 Acct# 0712618-8
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 187.26	SILMD 122 Acct# 0712571-9
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 976.43	SILMD 124 Acct# 0712573-5
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 491.56	SILMD 128 Acct# 0712577-6
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 364.73	SILMD 137 Acct# 0712585-9
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 27.88	SILMD 144 Acct# 0712589-1
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 282.79	SILMD 309 Acct# 2001311-6
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 241.21	SILMD 311 Acct# 3014475-2
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 13.20	SILMD 238 Acct# 0712672-5
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 83.69	SILMD 242 Acct# 0712676-6

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06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 489.00	SILMD 276 Acct# 0961926-3
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 210.67	SILMD 298 Acct# 1481540-1
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 2,324.68	SILMD 307 Acct# 2049005-8
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 825.47	SILMD 318 Acct# 3372018-6
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 328.81	SILMD 285 Acct# 1206985-2
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 340.55	SILMD 315 Acct# 3305804-1
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 2,034.48	SILMD 100 Acct# 0712559-4
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 948.53	SILMD 114 Acct# 0712563-6
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 1,479.28	SILMD 149 Acct# 0712593-3
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 117.68	SILMD 223 Acct# 0712657-6
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 376.73	SILMD 225 Acct# 0712659-2
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 809.04	SILMD 228 Acct# 0712662-6
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 411.49	SILMD 240 Acct# 0712674-1
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 996.53	SILMD 247 Acct# 0712680-8
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 205.75	SILMD 250 Acct# 0719001-0
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 177.16	SILMD 255 Acct# 0720813-5
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 168.99	SILMD 264 Acct# 0721427-3
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 217.18	SILMD 278 Acct# 1087619-1
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 237.01	SILMD 297 Acct# 1481539-3
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 95.08	SILMD 245 Acct# 0712678-2
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 3,495.91	SILMD 262 Acct# 0720937-2
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 678.11	SILMD 292 Acct# 1481532-8
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 274.48	SILMD 308 Acct# 2072459-7
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 170.39	SILMD 310 Acct# 2060519-2
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 287.63	SILMD 324 Acct# 1246537-3
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 378.20	SILMD 8 Acct# 0712544-6
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 94.34	SILMD 18 Acct# 0712554-5
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 585.85	SILMD 116 Acct# 0712565-1
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 334.78	SILMD 123 Acct# 0712572-7
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 195.28	SILMD 126 Acct# 0712575-0
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 334.78	SILMD 129 Acct# 0712578-4
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 449.20	SILMD 300 Acct# 1662840-6
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 916.54	SILMD 257 Acct# 0720360-7
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 450.55	SILMD 270 Acct# 0906944-4
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 697.00	SILMD 280 Acct# 1045653-1
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 461.41	SILMD 283 Acct# 1172743-5
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 229.15	SILMD 289 Acct# 1685375-6
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 199.35	SILMD 306 Acct# 1740353-6
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 194.59	SILMD 113 Acct# 0712562-8
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 749.05	SILMD 150 Acct# 0712594-1
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 1,053.35	SILMD 161 Acct# 0712604-8

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 1,106.00	SILMD 174 Acct# 0712613-9
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 582.38	SILMD 182 Acct# 0712620-4
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 228.60	SILMD 195 Acct# 0712633-7
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 553.01	SILMD 201 Acct# 0712638-6
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 2,645.13	SILMD 258 Acct# 0720606-3
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 5,538.74	SILMD 301 Acct# 1687005-7
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 1,217.21	SILMD 154 Acct# 0712598-2
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 912.90	SILMD 157 Acct# 0712600-6
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 692.24	SILMD 163 Acct# 0712606-3
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 892.73	SILMD 165 Acct# 0712608-9
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 257.49	SILMD 178 Acct# 0712616-2
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 514.98	SILMD 179 Acct# 0712617-0
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 26.39	SILMD 205 Acct# 0712642-8
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 359.22	SILMD 206 Acct# 0712643-6
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 538.37	SILMD 209 Acct# 0712646-9
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 370.39	SILMD 217 Acct# 0712653-5
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 264.34	SILMD 220 Acct# 0712654-3
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 976.44	SILMD 230 Acct# 0712664-2
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 582.45	SILMD 241 Acct# 0712675-8
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 2,147.94	SILMD 253 Acct# 0719644-7
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 2,866.33	SILMD 272 Acct# 0905005-5
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 93.24	SILMD 317 Acct# 3253826-6
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 864.83	SILMD 131 Acct# 0712580-0
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 753.25	SILMD 138 Acct# 0712586-7
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 1,701.76	SILMD 181 Acct# 0712619-6
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 842.67	SILMD 193 Acct# 0712631-1
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 421.34	SILMD 207 Acct# 0712644-4
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 980.27	SILMD 263 Acct# 0720716-0
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 390.89	SILMD 265 Acct# 0721556-9
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 247.04	SILMD 286 Acct# 1296582-8
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 210.84	SILMD 312 Acct# 3146127-0
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 347.88	SILMD 321 Acct# 3338917-2
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 4,407.87	SILMD 109 Acct# 0712561-0
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 223.18	SILMD 115 Acct# 0712564-4
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 2,510.83	SILMD 121 Acct# 0712570-1
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 390.58	SILMD 125 Acct# 0712574-3
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 251.09	SILMD 139 Acct# 0712587-5
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 502.17	SILMD 155 Acct# 0712599-0
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 919.76	SILMD 159 Acct# 0712602-2
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 46.18	SILMD 162 Acct# 0712605-5
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 1,316.67	SILMD 173 Acct# 0712612-1

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06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 421.34	SILMD 184 Acct# 0712622-0
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 234.08	SILMD 187 Acct# 0712625-3
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 77.46	SILMD 222 Acct# 0712656-8
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 1,383.04	SILMD 259 Acct# 0720810-1
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 14,558.70	SILMD 97 Acct# 0712557-8
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 702.24	SILMD 127 Acct# 0712576-8
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 510.25	SILMD 134 Acct# 0712582-6
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 585.85	SILMD 143 Acct# 0712588-3
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 538.37	SILMD 153 Acct# 0712597-4
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 651.52	SILMD 186 Acct# 0712624-6
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 1,217.21	SILMD 190 Acct# 0712628-7
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 470.45	SILMD 191 Acct# 0712629-5
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 304.30	SILMD 192 Acct# 0712630-3
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 117.05	SILMD 198 Acct# 0712636-0
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 176.37	SILMD 208 Acct# 0712645-1
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 2,804.94	SILMD 232 Acct# 0712666-7
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 1,522.91	SILMD 10 Acct# 0712546-1
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 468.16	SILMD 145 Acct# 0712590-9
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 4,329.28	SILMD 152 Acct# 0712596-6
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 374.53	SILMD 164 Acct# 0712607-1
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 33.00	SILMD 176 Acct# 0712615-4
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 2,185.23	SILMD 14 Acct# 0721277-2
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 121.49	SILMD 119 Acct# 0712568-5
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 474.28	SILMD 136 Acct# 0712584-2
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 641.64	SILMD 151 Acct# 0712595-8
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 234.08	SILMD 167 Acct# 0712609-7
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 4,462.43	SILMD 13 Acct# 0721276-4
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 1,757.57	SILMD 107 Acct# 0712560-2
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 514.98	SILMD 135 Acct# 0712583-4
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 725.35	SILMD 160 Acct# 0712603-0
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 19.61	SILMD 203 Acct# 0712640-2
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 394.82	SILMD 204 Acct# 0712641-0
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 49.05	SILMD 212 Acct# 0712649-3
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 585.85	SILMD 231 Acct# 0712665-9
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 481.49	SILMD 234 Acct# 0712668-3
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 171.45	SILMD 236 Acct# 0712670-9
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 125.76	SILMD 290 Acct# 1433921-2
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 526.67	SILMD 294 Acct# 1481535-1
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 1,395.67	SILMD 296 Acct# 1481537-7
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 197.95	SILMD 325 Acct# 3587598-8
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 561.80	SILMD 171 Acct# 0712610-5

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06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 140.46	SILMD 185 Acct# 0712623-8
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 280.90	SILMD 188 Acct# 0712626-1
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 88.26	SILMD 210 Acct# 0712647-7
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 49.05	SILMD 211 Acct# 0712648-5
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 158.00	SILMD 216 Acct# 0712652-7
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 1,407.82	SILMD 224 Acct# 0712658-4
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 73.55	SILMD 196 Acct# 0712634-5
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 73.55	SILMD 197 Acct# 0712635-2
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 606.09	SILMD 202 Acct# 0712639-4
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 29.42	SILMD 213 Acct# 0712650-1
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 314.81	SILMD 226 Acct# 0712660-0
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 3,906.64	SILMD 251 Acct# 0718801-4
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 862.76	SILMD 277 Acct# 1058710-3
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 598.02	SILMD 172 Acct# 0712611-3
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 327.72	SILMD 175 Acct# 0712614-7
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 1,316.68	SILMD 183 Acct# 0712621-2
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 6.61	SILMD 221 Acct# 0712655-0
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 418.47	SILMD 229 Acct# 0712663-4
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 538.67	SILMD 235 Acct# 0712669-1
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 397.94	SILMD 237 Acct# 0712671-7
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 93.63	SILMD 239 Acct# 0712673-3
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 334.78	SILMD 246 Acct# 0712679-0
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 154.91	SILMD 254 Acct# 0719763-5
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 502.17	SILMD 261 Acct# 0720705-3
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 41.64	SILMD 266 Acct# 0721684-9
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 224.85	SILMD 273 Acct# 0926386-4
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 263.35	SILMD 293 Acct# 1481534-4
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 352.85	SILMD 9 Acct# 0712545-3
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 477.50	SILMD 95 Acct# 0712556-0
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 119.05	SILMD 130 Acct# 0712579-2
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 221.10	SILMD 133 Acct# 0712581-8
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 285.75	SILMD 194 Acct# 0712632-9
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 82.41	SILMD 200 Acct# 0712637-8
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 376.87	SILMD 214 Acct# 0712651-9
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 636.96	SILMD 227 Acct# 0712661-8
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 863.53	SILMD 233 Acct# 0712667-5
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 2,709.72	SILMD 248 Acct# 0712681-6
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 557.96	SILMD 252 Acct# 0719162-0
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 59.57	SILMD 279 Acct# 1124127-0
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 123.29	SILMD 295 Acct# 1481536-9
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 212.20	SILMD 302 Acct# 1607534-3

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06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 788.37	SILMD 305 Acct# 1695873-8
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 1,226.06	SILMD 316 Acct# 3291842-7
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 56.85	SILMD 320 Acct# 0712569-3
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 73.89	SILMD 322 Acct# 3402033-9
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 556.98	SILMD 323 Acct# 3597170-4
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 1,143.87	SILMD 17 Acct# 0712553-7
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 362.67	SILMD 146 Acct# 0712591-7
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 809.04	SILMD 158 Acct# 0712601-4
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 263.35	SILMD 189 Acct# 0712627-9
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 111.59	SILMD 244 Acct# 0712677-4
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 2,761.89	SILMD 249 Acct# 0718734-7
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 960.26	SILMD 271 Acct# 0995095-7
06/24/2019	824453	NorthWestern Energy	Light Maintenance	$ 1,978.26	SILMD 288 Acct# 1303978-9
06/24/2019	824453	NorthWestern Energy	Street/Traffic Oper	$ 11,641.37	Signal Bills
06/24/2019	824454	NorthWestern Energy	General	$ 0.71	0722254-0
06/24/2019	824454	NorthWestern Energy	General	$ 105.64	0722255-7
06/24/2019	824454	NorthWestern Energy	General	$ 7.75	0723036-0
06/24/2019	824454	NorthWestern Energy	General	$ 13.51	0722292-0
06/24/2019	824454	NorthWestern Energy	General	$ 35.63	0723058-4
06/24/2019	824454	NorthWestern Energy	General	$ 0.11	0722263-1
06/24/2019	824454	NorthWestern Energy	General	$ 58.30	0723042-8
06/24/2019	824454	NorthWestern Energy	General	$ 40.27	0722293-8
06/24/2019	824454	NorthWestern Energy	General	$ 12.69	0722905-7
06/24/2019	824454	NorthWestern Energy	General	$ 69.05	0723048-5
06/24/2019	824454	NorthWestern Energy	General	$ 96.11	0723050-1
06/24/2019	824454	NorthWestern Energy	General	$ 6.10	0722247-4
06/24/2019	824454	NorthWestern Energy	General	$ 16.87	0722269-8
06/24/2019	824454	NorthWestern Energy	General	$ 22.96	0789437-1
06/24/2019	824454	NorthWestern Energy	General	$ 6.10	0722237-5
06/24/2019	824454	NorthWestern Energy	General	$ 121.90	0722933-9
06/24/2019	824454	NorthWestern Energy	General	$ 216.03	0723037-8
06/24/2019	824454	NorthWestern Energy	General	$ 13.44	0723055-0
06/24/2019	824454	NorthWestern Energy	Street/Traffic Oper	$ 6.10	0723644-1
06/24/2019	824454	NorthWestern Energy	General	$ 40.96	0723056-8
06/24/2019	824454	NorthWestern Energy	General	$ 20.42	0723057-6
06/24/2019	824454	NorthWestern Energy	General	$ 78.96	0722266-4
06/24/2019	824454	NorthWestern Energy	General	$ 6.10	0723162-4
06/24/2019	824454	NorthWestern Energy	Street/Traffic Oper	$ 6.10	0723645-8
06/24/2019	824454	NorthWestern Energy	Radio	$ 173.83	0721580-9
06/24/2019	824454	NorthWestern Energy	Airport	$ 400.29	0712792-1. IP-7. June 2019
06/24/2019	824454	NorthWestern Energy	Airport	$ 982.76	0712800-2. IP-9. June 2019

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06/24/2019	824454	NorthWestern Energy	Airport	$ 67.10	0719615-5. ARFF Facility Lights. June 2019
06/24/2019	824454	NorthWestern Energy	Airport	$ 124.72	0712809-3. IP-11(12). June 2019
06/24/2019	824454	NorthWestern Energy	Airport	$ 108.49	1647695-4. De Icer. June 2019
06/24/2019	824454	NorthWestern Energy	General	$ 203.24	0712536-2
06/24/2019	824454	NorthWestern Energy	General	$ 48.73	0723045-1
06/24/2019	824454	NorthWestern Energy	Facilities Mngmt	$ 522.92	0975808-7
06/24/2019	824454	NorthWestern Energy	Water	$ 668.88	1116452-2
06/24/2019	824454	NorthWestern Energy	Water	$ 6.47	0723059-2
06/24/2019	824454	NorthWestern Energy	Facilities Mngmt	$ 2,915.27	1269391-7
06/24/2019	824454	NorthWestern Energy	Street/Traffic Oper	$ 0.34	1740357-7
06/24/2019	824454	NorthWestern Energy	Water	$ 3,646.47	0100606-3
06/24/2019	824454	NorthWestern Energy	Facilities Mngmt	$ 797.58	1160802-3
06/24/2019	824454	NorthWestern Energy	Solid Waste	$ 2,135.37	3252194-0
06/24/2019	824454	NorthWestern Energy	Water	$ 92,377.43	0100606-3
06/24/2019	824454	NorthWestern Energy	General	$ 35.37	0720818-4
06/24/2019	824454	NorthWestern Energy	Street/Traffic Oper	$ 0.58	1748896-6
06/24/2019	824454	NorthWestern Energy	General	$ 48.64	0712387-0
06/24/2019	824454	NorthWestern Energy	General	$ 355.36	0925496-2
06/24/2019	824454	NorthWestern Energy	General	$ 815.05	0720821-8
06/24/2019	824454	NorthWestern Energy	Water	$ 3,746.49	0722264-9
06/24/2019	824454	NorthWestern Energy	Public Safety	$ 752.37	0871546-8
06/24/2019	824454	NorthWestern Energy	Facilities Mngmt	$ 2,590.66	1160804-9
06/24/2019	824454	NorthWestern Energy	Wastewater	$ 1,215.50	0100606-3
06/24/2019	824454	NorthWestern Energy	Water	$ 4,848.41	0723040-2
06/24/2019	824454	NorthWestern Energy	General	$ 30.68	1836666-6
06/24/2019	824454	NorthWestern Energy	General	$ 138.73	0722287-0
06/24/2019	824454	NorthWestern Energy	Wastewater	$ 366.68	1756893-2 JUNE 2019; MONTHLY SERVICE FEES
06/24/2019	824454	NorthWestern Energy	Wastewater	$ 195.27	EA Electricity #3243625-5
06/24/2019	824454	NorthWestern Energy	Airport	$ 174.93	3446396-8. USDA. June 2019
06/24/2019	824454	NorthWestern Energy	Airport	$ 268.62	2001862-8. Detail Bay 3 Enterprise. June 2019
06/24/2019	824454	NorthWestern Energy	Airport	$ 196.13	2001865-1. Detail Bay 4 Avis/Budget. June 2019
06/24/2019	824454	NorthWestern Energy	Airport	$ 331.84	2001855-2. Detail Bay 2 National/Alamo. June 2019
06/24/2019	824454	NorthWestern Energy	Airport	$ 51.20	2001867-7. Detail Bay 5 Thrifty/Dollar. June 2019
06/24/2019	824454	NorthWestern Energy	Airport	$ 456.15	2001848-7. Detail Bay 1 Hertz. June 2019
06/24/2019	824454	NorthWestern Energy	Airport	$ 333.19	2001846-1. Mud Wash. June 2019
06/24/2019	824454	NorthWestern Energy	Airport	$ 2,299.34	0100483-7. Runway Lights. June 2019
06/24/2019	824454	NorthWestern Energy	Airport	$ 1,422.36	0100484-5. ARFF Facility. June 2019
06/24/2019	824454	NorthWestern Energy	Airport	$ 1,682.21	1993430-6. Car Wash. June 2019
06/24/2019	824454	NorthWestern Energy	Airport	$ 71.97	1138926-9. Aero Interiors. June 2019
06/24/2019	824454	NorthWestern Energy	Airport	$ 618.30	1669567-8. TSA. June 2019
06/24/2019	824454	NorthWestern Energy	Airport	$ 54.10	3085107-5. Employee Parking. June 2019

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/24/2019	824455	Ozark Materials LLC	Street/Traffic Oper	$ 15,757.50	yellow totes
06/24/2019	824455	Ozark Materials LLC	Street/Traffic Oper	$ 7,713.75	white totes
06/24/2019	824455	Ozark Materials LLC	Street/Traffic Oper	$ 5,379.00	white 5 gallon buckets
06/24/2019	824459	Petty Cash CCSIU	Police Programs	$ 3,340.78	Reimbursement of Buy money for evidence/information
06/24/2019	824461	Potters Industries LLC	Street/Traffic Oper	$ 16,280.00	montana type 1AC-110 SS beads
06/24/2019	824463	Pro-Quip	Fleet	$ 5,209.19	Balancer and cone kit
06/24/2019	824466	RACOM Corporation	Airport	$ 57,467.10	Invoice #19ICE0348A. Mobile Radio Purchase
06/24/2019	824470	RF Communications	Public Safety	$ 2,728.98	BK VHF, KNG-M150 P25 MOBILE RADIO
06/24/2019	824470	RF Communications	Public Safety	$ 1,926.48	Programming Mic, Remote Head & Rmote mount cable
06/24/2019	824470	RF Communications	Public Safety	$ 3,694.60	Programming Mic, Remote Head & Rmote mount cable
06/24/2019	824470	RF Communications	Public Safety	$ 238.84	Programming Mic, Remote Head & Rmote mount cable
06/24/2019	824470	RF Communications	Public Safety	$ 60.00	Programming Mic, Remote Head & Rmote mount cable
06/24/2019	824470	RF Communications	Public Safety	$ 560.78	Programming Mic, Remote Head & Rmote mount cable
06/24/2019	824471	Rimrock Foundation	Court Grants	$ 1,950.00	19 May BAMTC Ancillary
06/24/2019	824471	Rimrock Foundation	Court Grants	$ 1,231.14	19 May CTC Screenings
06/24/2019	824471	Rimrock Foundation	Court Grants	$ 1,934.18	19 May DUI Screenings
06/24/2019	824471	Rimrock Foundation	Court Grants	$ 1,020.00	19 May CTC Ancillary
06/24/2019	824473	RON S HILL	SID Construction	$ 58,627.13	SID 1403 GLENEAGLES - CASH CONTRIBUTION REFUND
06/24/2019	824475	Sanderson Stewart	Tax Increment East	$ 12,006.76	WO 18-06 EBURD N 10TH ST to N 13TH St; 46349/19
06/24/2019	824477	Schutz Foss Architects	Facilities Mngmt	$ 59,120.00	Police Evidence Expansion Final Design Services - Phase II
06/24/2019	824477	Schutz Foss Architects	Facilities Mngmt	$ 192.25	Reimbursable Expenses
06/24/2019	824483	SRF Consulting Group	Planning	$ 16,366.10	BUILD GRANT CONSULTANT AGREEMENT
06/24/2019	824495	Tire-Rama	Solid Waste	$ 2,876.00	Recapped Tires for the Garbage trucks 1050321858
06/24/2019	824495	Tire-Rama	Solid Waste	$ 933.00	Recapped Tires for the Garbage Trucks 1050319348
06/24/2019	824495	Tire-Rama	Solid Waste	$ 2,517.50	Tire repairs for the garbage trucks 1050322322
06/24/2019	824495	Tire-Rama	Street/Traffic Oper	$ 235.66	1050320862
06/24/2019	824495	Tire-Rama	Solid Waste	$ 979.83	Tire repair for Landfill equipment 1050320877
06/24/2019	824495	Tire-Rama	Solid Waste	$ 245.40	Tire repairs for the Landfill 1050322326
06/24/2019	824495	Tire-Rama	Solid Waste	$ 105.69	Recapped Tires for the garbage trucks 1050322316
06/24/2019	824495	Tire-Rama	Street/Traffic Oper	$ 89.76	1050321258
06/24/2019	824495	Tire-Rama	Street/Traffic Oper	$ 161.72	1050321281
06/24/2019	824495	Tire-Rama	Solid Waste	$ 14.95	Tire repair for Landfill equipment 1050318760
06/24/2019	824495	Tire-Rama	Solid Waste	$ 4,241.50	Tire repairs for the garbage trucks 1050319817
06/24/2019	824495	Tire-Rama	Solid Waste	$ 4,341.00	Recapped Tires for the garbage trucks 1050322097
06/24/2019	824495	Tire-Rama	Solid Waste	$ 385.00	Recapped Tires for the garbage trucks 1050322314
06/24/2019	824495	Tire-Rama	Solid Waste	$ 4,377.90	Steer tires for garbage trucks 1050322317
06/24/2019	824495	Tire-Rama	Solid Waste	$ 1,751.16	Steer Tires for the Garbage Trucks 1050321259
06/24/2019	824498	Town & Country Supply	Fleet	$ 22,147.14	317383 PO NUM 308433
06/24/2019	824498	Town & Country Supply	Public Safety	$ 303.86	317886: FIRE6 DIESEL
06/24/2019	824498	Town & Country Supply	Public Safety	$ 569.73	317889 FIRE 5 DIESEL
06/24/2019	824498	Town & Country Supply	Public Safety	$ 664.69	317887 FIRE 1 - DIESEL

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/24/2019	824498	Town & Country Supply	Public Safety	$ 322.85	317888 FIRE 3 DIESEL
06/24/2019	824498	Town & Country Supply	Public Safety	$ 617.05	317887 FIRE1 UNLEADED
06/24/2019	824498	Town & Country Supply	Transit	$ 11,499.48	317388 PO NUM 308461
06/24/2019	824498	Town & Country Supply	Solid Waste	$ 272.80	Propane for the Landfill 266560
06/24/2019	824499	Tractor & Equipment	Solid Waste	$ 41.58	Parts for Landfill equipment BLCS0707341
06/24/2019	824499	Tractor & Equipment	Street/Traffic Oper	$ 96.86	strip wear for unit 1205
06/24/2019	824499	Tractor & Equipment	Solid Waste	$ 179.99	Filters for Landfill equipment BLCS0706790
06/24/2019	824499	Tractor & Equipment	Street/Traffic Oper	$ 327.35	covers for unit 1205
06/24/2019	824499	Tractor & Equipment	Solid Waste	$ 1,638.80	Parts for Landfill Equipment BLCS0706789
06/24/2019	824499	Tractor & Equipment	Solid Waste	$ 4,523.82	Parts for Landfill equipment BLCS0707622
06/24/2019	824499	Tractor & Equipment	Street/Traffic Oper	$ 138.94	Cover for unit 1205
06/24/2019	824499	Tractor & Equipment	Solid Waste	$ 1,733.37	Filters for Landfill equipment BLCS0707148
06/24/2019	824499	Tractor & Equipment	Street/Traffic Oper	$ 198.30	Strip wear for unit 1205
06/24/2019	824499	Tractor & Equipment	Solid Waste	$ 115.88	Parts for Landfill Equipment BLCS0706791
06/24/2019	824501	Tru Pipe, Inc	Street/Traffic Oper	$ 900.00	995; Silverwood Potholes
06/24/2019	824501	Tru Pipe, Inc	Storm Sewer	$ 6,459.75	WO 19-06 Arnold Drain Structure; 981
06/24/2019	824512	WatchGuard Video	Public Safety	$ 175.00	WatchGuard invoice ACCINV0018763, microphones and HDMI cables
06/24/2019	824512	WatchGuard Video	Public Safety	$ 35.00	WatchGuard Invoice ACCINV0018718, HDMI cables
06/24/2019	824512	WatchGuard Video	Public Safety	$ 200.00	4RE In-Car 802. 11n Wireless Kit, 5GHz
06/24/2019	824512	WatchGuard Video	Public Safety	$ 25.00	Freight- Shipping/ Handling and Processing Charges
06/24/2019	824512	WatchGuard Video	Public Safety	$ 150.00	evidence Library 4 Web $RE In-Car Device License Key
06/24/2019	824512	WatchGuard Video	Public Safety	$ 4,595.00	DVR Camera System w/200GB hard drive, 16GB USB
06/24/2019	824512	WatchGuard Video	Public Safety	$ 200.00	Additional Front Camera, 4RE, HD Panoramic
06/24/2019	824512	WatchGuard Video	Public Safety	$ -	warranty, 4RE, In-Car, !st Year (Months 1-12)
06/24/2019	824523	Yllwstn Valley Animal	Public Safety	$ 22,855.58	contract 5-22-19/6-21-19

Regular City Council Meeting

Meeting Date: 07/22/2019

TITLE: Public Hearing and Resolution - Setting Parking Rates

PRESENTED BY: Tracy Scott, Parking Manager

Department: City Hall Administration

Presentation: Yes

PROBLEM/ISSUE STATEMENT

Parking is an Enterprise Fund, operating on revenue collected from garage leases, garage hourly parking, on-street meters and parking violations. Currently, the Division also receives $100,000 yearly from the Tax Increment Fund unless there is a special project granting the Parking Division additional funds. In the FY '19 Parking budget, expenses exceed revenues despite this infusion of Tax Increment. The working capital is able to balance this year but cannot do that indefinitely. The Parking Division continues to cut expenses where it is feasible. There are major Capital Projects that must be budgeted in future years, such as upgrading the parking garage gate control equipment, painting the interior walls of the parking garages and stairwells, improving the branding and signage in the garages as well as replacing the iron drainage piping with new PVC piping. Furthermore, the Parking Strategic Plan recommends establishing and maintaining a maintenance reserve fund for future garage repair projects. Therefore, the Billings Parking Board and City Parking Staff are proposing modest parking meter and garage rate increases in order to meet future goals.

ALTERNATIVES ANALYZED

City Council may:

- Accept the recommended changes approved by the Billings Parking Board and Parking Staff along with the attached rate resolution. (Note: FY 2020 rate increases would begin in August of 2019); or
- Disapprove the rate resolution and leave rates unchanged. This action would result in the immediate need to find other means to cover operations and capital replacement; or
- Make other changes to the Parking Division's rate structure to generate the same amount of revenue as the first alternative.

FINANCIAL IMPACT

The proposed changes are expected to generate an additional $225,706 in parking revenue over three fiscal years. The proposed rates and revenue are as follows:

1.Garage Lease Rates:	**2020**	**2021**	**2022**
Monthly Roof	$30.25	$31.75	$33.25
Monthly Covered	$60.50	$63.50	$66.50
Monthly Assigned	$121.00	$127.00	$133.00

2. Garage Hourly Rates: $1.00 per hour up to a maximum charge of $8.00 per day.
3. Monthly Permit Lot Rates: $80.00 per month.
4. Bus Bag Rates: $7.00 per bag per day.
5. Meter Bag Rates: $17.00 per bag for 1st day, additional days $7.00 per bag per day.
6. 10 Hour Permits - $25.00 per month

7. Meter Rates - 1st hour $1.00, 2nd hour $1.00, 3rd hour $2.00 for maximum of 3 hours. (ex. staying 3 hours would cost $4.00.)

RECOMMENDATION

The Billings Parking Board and City Staff recommend that the City Council conduct a public hearing and adopt the resolution establishing new downtown meter, meter bags, bus bags, permits and parking garage rates for FY '20 - FY '22.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution
Rates

RESOLUTION NO. 19-_____

A RESOLUTION INCREASING PARKING FEES AND RATES FOR CITY OWNED PARKING GARAGES AND PARKING METERS AND REPEALING RESOLUTION NOS. 16-10581

WHEREAS, the fees for parking in metered and parking garages, City owned parking spaces were last set July 2016 by Council Resolution No. 16-10581; and,

WHEREAS, the fees should be increased to more accurately reflect the cost of services, construction, and maintenance, and to reflect the increased inflation costs since 2006, 2012 and 2016; and

WHEREAS, the City Council has duly considered the matter.

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

1. The monthly reserved parking fees for all City owned parking shall be as follows:

	FY2020	FY2021	FY2022
General Reserved	$60.50	$63.50	$66.50
Basement/Assigned	$121.00	$127.00	$133.00
Roof Reserved	$30.25	$31.75	$33.25

Monthly discount per space for volume renters shall be as follows:

Five or more spaces	5%
Twenty-five or more spaces	10%
One hundred or more spaces	15%

2. The hourly rate for all City owned parking garages shall be $1.00 per hour for each hour or part of an hour with a maximum charge of $8.00 per day.

3. The hourly rate for on street parking meters with rates of $.75 per hour and $1.00 per hour shall be $1.00 per hour for all meters with maximum 3 hour time limit.

4. The monthly lot rate shall be $80.00 per month.

5. The bus bag rate shall be $7.00 per bag per day.

6. The meter bag rate shall be $17.00 per bag for the first day and $7.00 per bag for each additional day.

7. The Parking Division and/or Downtown Billings Association (DBA) may sell monthly permits for parking at locations that have been designated for 10 hour parking. The City Administrator or designee shall establish the rates of the monthly permits.

8. The "Green Meter Project" proposed by the Downtown Billings Association (DBA) is approved so that one parking meter on each side of each block may be designated a "green meter". The hourly rate at a green meter shall be $1.00 per hour for all green meters and the City and the DBA will equally share revenues from green meters. The DBA will provide signage for green meters. The signage is subject to approval of the Billings Parking Board.

9. The fees in this Resolution supersede fees previously set by the City Council and may be changed by subsequent Council action.

10. REPEALER. Resolution No. 16-10581 is hereby repealed.

11. EFFECTIVE DATE. This Resolution shall be effective August 1, 2019.

PASSED by the City Council and APPROVED this _____ day of _____,

THE CITY OF BILLINGS:

BY: _____
William A. Cole, Mayor

ATTEST:

BY: _____
Denise Bohlman, City Clerk

CITY OF BILLINGS – PARKING DIVISION

❖ PARKING RATE INCREASE PROPOSAL

- Parking Garage Rates – Monthly and Hourly
- On-Street Meter Rates
- Monthly Lot
- 10 Hour Permit Parking Rates
- Bus Bag Rates
- Meter Bag Rates

Recommendations supported by Billings Parking Board and the Parking Division.

PARKING ENTERPRISE FUND
OPERATING BUDGET
PROPOSED FOR FY 2020

REVENUES

ON-STREET	AMOUNT
METERS	$450,030
SURFACE LOTS	$43,500
VIOLATIONS	$87,000
PARK I GARAGE	$265,560
PARK II GARAGE	$476,850
PARK III GARAGE	$191,560
EMPIRE GARAGE	$204,630
STORE LEASE – PARK I	$56,544
INVESTMENT EARNINGS	$8,500
TIF TRANSFER	$100,000
TOTAL	**$1,884,174**

EXPENSES

ON-STREET	AMOUNT
SURFACE LOTS	$17,129
ADMINISTRATION	$248,535
ENFORCEMENT	$253,597
COLLECTIONS/MAINTENANCE	$239,384
PARK I GARAGE	$150,728
PARK II GARAGE	$349,222
PARK III GARAGE	$188,182
EMPIRE GARAGE	$117,334
STORE LEASE – PARK I	$18,680
DEBT SERVICE – PRINCIPAL	$148,476
DEBT SERVICE – INTEREST	$107,304
CONSTRUCTION & CAPITAL	$5,000
TOTAL	**$1,843,571**

NECESSITY FOR RATE INCREASES

- Possibility of no longer receiving TIF funds.

- Replacing Parking Access and Revenue Control Equipment for the 3 Parking Garages - $560,000

  (Critical to replace immediately.)

- Develop a Maintenance Reserve Fund - $130,680/year

  (Primary Action Item #4 suggested by the STRATEGIC PARKING PLAN)

- Enhance appearance of garages with painting of interior and stairwells - $152,460

- Improved signage in parking garages - $12,300

  (Excludes outside signage and branding)

- Replacement of cast iron piping used for storm drainage of garages.

CURRENT VS. PROPOSED RATES – GARAGE

PARKING GARAGE MONTHLY	FULL PRICE
ASSIGNED	$115.00
COVERED	$57.50
ROOF	$28.75

	FULL PRICE	5% DISCOUNT	10% DISCOUNT	15% DISCOUNT
1st YEAR				
ASSIGNED	$121.00	$115.00	$109.00	$103.00
COVERED	$60.50	$57.50	$54.50	$51.50
ROOF	$30.25	$28.75	$27.25	$25.75

HOURLY	RATE
1ST HOUR	FREE
2ND HOUR	$1.00
3RD HOUR	$2.00
4TH HOUR	$3.00
5TH HOUR	$4.00
6TH HOUR	$5.00
7TH HOUR	$6.00
8TH + HOUR	$7.00 (Max per day)

HOURLY	RATE
1ST HOUR	$1.00
2ND HOUR	$2.00
3RD HOUR	$3.00
4TH HOUR	$4.00
5TH HOUR	$5.00
6TH HOUR	$6.00
7TH HOUR	$7.00
8TH + HOUR	$8.00 (Max per day)

Increase of $67,600

CURRENT VS. PROPOSED RATES – ON-STREET/LOTS

METERED PARKING CREDIT CARD/COIN	RATE
1ST HOUR	$1.00
2ND HOUR	$1.00
3RD HOUR	$2.00

METERED COIN ONLY	RATE
1ST HOUR	$.75
2ND HOUR	$.75

METERED PARKING CREDIT CARD/COIN	RATE
1ST HOUR	$1.00
2ND HOUR	$1.00
3RD HOUR	$2.00

METERED PARKING CREDIT CARD/COIN	RATE
1ST HOUR	$1.00
2ND HOUR	$1.00
3RD HOUR	$2.00

paybyphone

Increase of $30,530

OTHER PARKING SERVICES	RATE
10 HR PERMIT PARKING	$20.00
METER BAGS	$15.00/$5.00 per day
BUS BAGS	$5.00/per day
MONTHLY LOTS	$75.00

OTHER PARKING SERVICES	RATE
10 HR PERMIT PARKING	$25.00
METER BAGS	$17.00/$7.00 per day
BUS BAGS	$7.00/per day
MONTHLY LOTS	$80.00

QUESTIONS