

CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

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

AGENDA

COUNCIL CHAMBERS

September 9, 2019

5:30 P.M.

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Ronning

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

MINUTES: August 26, 2019

COURTESIES:

PROCLAMATIONS:

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: 1 and 2 ONLY. Speaker sign-in required. (Comments are limited to three (3) minutes. Please sign the roster at the cart located at the back of the Council chambers or at the podium. Comments on items listed as public hearing items will be heard ONLY during the designated public hearing time for each respective item. For items not on this agenda, public comment will be taken at the end of the agenda.)

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

A. Mayor Cole recommends that Council confirm the following appointments:

1.

	Name	Board/Commission	Term	
			Begins	Ends
1	Pam Rogina	Animal Control Board*	09/09/19	12/31/21
2	Scott Barber	Bicycle & Pedestrian Advisory Comm*	09/09/19	12/31/21
3	No Applications	Board of Appeals - Electrical Contr.	09/09/19	12/31/21
4	No Applications	Board of Appeals - At Large	09/09/19	12/31/22
5	No Applications	Board of Appeals - Engineer	09/09/19	12/31/22
6	No Applications	Community Development - Lod Mod*	09/09/19	12/31/19
7	No Applications	Community Development - Lod Mod	09/09/19	12/31/22
8	Tim Erickson	Energy & Conservation Commission	09/09/19	09/09/23
9	Glenn Foy	Energy & Conservation Commission	09/09/19	09/09/23
10	Randy Hafer	Energy & Conservation Commission	09/09/19	09/09/23
11	Neil Kiner	Energy & Conservation Commission	09/09/19	09/09/23
12	Jennifer Owen	Energy & Conservation Commission	09/09/19	09/09/23
13	Deborah Singer	Energy & Conservation Commission	09/09/19	09/09/23
14	Karen Stears	Energy & Conservation Commission	09/09/19	09/09/23
15	No Applications	Human Relations Commission*	09/09/19	12/31/20
16	No Applications	Traffic Control Board	09/09/19	12/31/22

* 1 Unexpired term of Jeannette Vieg

* 2 Unexpired term of Andrew MacLeod

* 6 Unexpired term of Rebecca Bey

*15 Unexpired term of Lita Pepion

B. Bid Awards:

1. **Medium Duty Conventional Cab Trash Truck.** (Opened 8/27/19) Recommend Motor Power in the amount of \$132,033.

C. 2019 Justice Assistance Grant (JAG) Application, Memorandum of Understanding (MOU) with Yellowstone County, and award for City of Billings Police Department; \$84,717.

D. Billings Heights (PCCP) Water Transmission Main Pipeline Condition Assessment with PURE Technologies US, Inc.; \$348,768.92.

- E. **Right-of-Way Agreement and Bargain and Sale Deed**, with the Montana Department of Transportation (MDT) to shift the access control line at Swords Park; \$500.
- F. **Professional Services Agreement** for Synthetic Turf Field Installation at Amend Park; FieldTurf; \$1,514,582.71.
- G. **Update** By-Laws for the Bicycle and Pedestrian Advisory Committee (BPAC).
- H. **Confirmation** of Probationary Police Officers - Elizabeth Chaffin, Jacob Grommes, Justin Prindle, and Lance Weber.
- I. **Preliminary Subsequent Minor Plat** of MK Subdivision, 2nd Filing, generally located at the northwest corner of the intersection of Grand Avenue and 54th Street West; Arrowhead Investments Corporation, owner; Stahly Engineering & Associates, agent.
- J. **Bills for the week of:**
 - 1. August 5, 2019

REGULAR AGENDA:

- 2. **RESOLUTION** amending the boundaries of SILMD's 8, 9 and 10. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
- 3. **PUBLIC HEARING AND VARIANCE TO SITE DEVELOPMENT ORDINANCE:** a variance from BMCC, Section 6-1203(j), Off-Street Parking Requirements, allowing 26 fewer parking stalls for a fitness environment for service members and veterans with disabilities located at 1420 Broadwater Avenue. Blehm 2, LLC, owner. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
- 4. **PUBLIC HEARING AND RESOLUTION** adopting annual Special Improvement Light Maintenance District assessments for FY20. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
- 5. **PUBLIC HEARING AND RESOLUTION** setting General Obligation (GO) Debt and Public Safety (PS II) mill levy rates for FY20. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
- 6. **PUBLIC HEARING AND RESOLUTIONS** spreading assessments on the following:

- A. Encroachments
- B. Park District 1
- C. Park Maintenance District
- D. Road Maintenance District 6
- E. SID 1406
- F. SID 2915

Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

PUBLIC COMMENT on “NON-AGENDA ITEMS”. Speaker Sign-in required. *(Restricted to ONLY items not on this printed agenda. Comments are limited to 3 minutes. Please sign the roster at the cart located at the back of the Council chambers or at the podium.)*

COUNCIL INITIATIVES:

ADJOURN:

CLOSED EXECUTIVE SESSION* (pending litigation)

Note:

- In the event there is a Closed Executive Session at the end of a Council Meeting, the sole purpose is to discuss litigation strategy. The other parties to the case(s) discussed are not public bodies or associations as described in Section 2-3-203(1) and (2), MCA. The meeting is closed, as allowed by Section 2-3-203(4)(a), MCA, “to discuss a strategy to be followed with respect to litigation when an open meeting would have a detrimental effect on the litigating position” of the City of Billings.

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.

Regular City Council Meeting

Meeting Date: 09/09/2019
TITLE: Boards & Commissions Appointments
PRESENTED BY: Chris Kukulski, City Administrator
Department: City Hall Administration
Presentation: No

PROBLEM/ISSUE STATEMENT

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

ALTERNATIVES ANALYZED

- Council may:
- Confirm the proposed appointments; or
 - Not confirm the appointments.

FINANCIAL IMPACT

The proposed action has no financial impact.

RECOMMENDATION

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

	Name	Board/Commission	Term	
			Begins	Ends
1	Pam Rogina	Animal Control Board*	09/09/19	12/31/21
2	Scott Barber	Bicycle & Pedestrian Advisory Comm*	09/09/19	12/31/21
3	No Applications	Board of Appeals - Electrical Contr.	09/09/19	12/31/21
4	No Applications	Board of Appeals - At Large	09/09/19	12/31/22
5	No Applications	Board of Appeals - Engineer	09/09/19	12/31/22
6	No Applications	Community Development - Lod Mod*	09/09/19	12/31/19
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13	Deborah Singer	Energy & Conservation Commission	09/09/19	09/09/23
14	Karen Stears	Energy & Conservation Commission	09/09/19	09/09/23
15	No Applications	Human Relations Commission*	09/09/19	12/31/20
16	No Applications	Traffic Control Board	09/09/19	12/31/22

- * 1 Unexpired term of Jeannette Vieg
- * 2 Unexpired term of Andrew MacLeod
- * 6 Unexpired term of Rebecca Bey
- *15 Unexpired term of Lita Pepion

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 09/09/2019

TITLE: Medium Duty Conventional Cab Trash Truck.

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

Department: Parks/Rec/Public Lands

Presentation: No

PROBLEM/ISSUE STATEMENT

Staff received and opened bids on August 27, 2019 to purchase a new Medium Duty Conventional Cab and Chassis with Mounted Rear Loading Refuse Collection Body. Staff advertised for sealed bids on August 9, and August 16, 2019. The City received 9 bids and Motor Power is the low bidder with a International Chassis with a Pac-Mac body. This purchase was included in the FY 2019 Equipment Replacement Plan (ERP), and FY 2019 for the Parks Department. The bid was not able to be completed in FY 2019, the funds are still available in FY 2020 but will need to be reestablished through a quarterly budget amendment.

ALTERNATIVES ANALYZED

City Council may:

- Approve purchasing the New Medium Duty Conventional Cab Trash Truck from Motor Power or:
- Disapprove the purchase and reject all bids.

FINANCIAL IMPACT

The Medium Duty Conventional Cab and Chassis with Mounted Rear Loading Refuse Collection Body was budgeted in the FY 2019 ERP but was not completed in FY 2019. The funds are still available in FY 2020 but will need to be reestablished through a quarterly budget amendment. All 9 bids are shown.

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

Vendor	Bid	5yr Warranty	Total Bid
SWS Equipment	\$135,526.00	N.A.	\$135,526.00
Montana Peterbilt	\$137,891.05	\$2,253.00	\$140,144.05
Montana Peterbilt	\$150,592.00	\$2,253.00	\$152,845.00
I state	\$148,500.00	\$2,203.00	\$150,703.00
I state	\$137,00.00	\$2,203.00	\$139,203.00
Motor Power	\$142,106.00	\$2,628.00	\$144,734.00
Motor Power	\$129,405.00	\$2,628.00	\$132,033.00
Tri State	\$166,720.00	N.A.	\$166,720.00
Tri State	\$179,421.00	N.A.	\$179,421.00

RECOMMENDATION

Staff recommends that the City Council award the contract for a new Medium Duty Conventional Cab Trash Truck to Motor Power in the amount of \$132,033.00. This includes the five-year warranty.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 09/09/2019

TITLE: 2019 JAG Application and Acceptance of Award in the amount of \$84,717

PRESENTED BY: Rich St. John, Police Chief

Department: Police

Presentation: No

PROBLEM/ISSUE STATEMENT

The City has been notified that funding is available for the 2019 Justice Assistance Grant (JAG). This \$84,717 grant is a joint application between the Billings Police Department and the Yellowstone County Sheriff's Office, with the Billings Police Department acting as the grant administrator. The Yellowstone County Sheriff's Office (YCSO) will use its \$13,142 allocation to purchase Search and Rescue supplies to include lights for the Rescue Boat, radio batteries and miscellaneous search and rescue and first aid supplies. The YCSO also plans to purchase Civil Disobedience response supplies to include helmets, pads, face shields, gloves, etc. The YCSO will also purchase personal protective equipment to include helmets, ballistic vest carriers, shields, and uniform supplies. The Police Department plans to use its \$71,575 allocation to purchase patrol SUV equipment, patrol rifle ammunition, NIK drug kits, taser training cartridges, and make range improvements to include installing benches, targets, etc. We also plan on purchasing uniforms and promotional items.

The attached Memorandum of Understanding (MOU) is part of the application submittal. Staff is requesting Council approval to submit the application, accept the \$84,717 grant award, approve the MOU with Yellowstone County and authorize the Mayor to sign the award documents when they are received.

ALTERNATIVES ANALYZED

Council may:

- Approve the application and acceptance of award of the 2019 JAG Grant in the amount of \$84,717; or
- Not approve the application and acceptance of award of the 2019 JAG Grant in the amount of \$84,717. This action would result in the City's General Fund having to absorb costs to maintain patrol cars and ammunition.

FINANCIAL IMPACT

There will be no cost to the City as no match is required.

RECOMMENDATION

Staff recommends that the City Council approve the 2019 JAG application submission in the amount of \$84,717; accept the grant award; approve the MOU with Yellowstone County and authorize the Mayor to sign the award documents when they are received.

APPROVED BY CITY ADMINISTRATOR

Attachments

MOU

**THE STATE OF MONTANA, COUNTY OF YELLOWSTONE
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BILLINGS, AND YELLOWSTONE COUNTY
2019 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD
\$84,717 #2019-H3833-MT-DJ**

This Memorandum of Understanding (MOU) is made and entered into this ____ day of _____, 2019, between the City of Billings (CITY) acting through its Mayor, and Yellowstone County (COUNTY) acting through its Chairman of the Board of County Commissioners.

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party, and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the City agrees to provide the County \$13,142.00 from the JAG award.

WHEREAS, the CITY and the COUNTY will file a joint application with the CITY serving as applicant/fiscal agent for the JAG funds.

WHEREAS, the CITY and the COUNTY believe it to be in their best interests and the best interests of both of them to reallocate the JAG funds in this matter so as to continue to qualify for future JAG awards and in order to maximize the benefit from this 2019 JAG award.

NOW THEREFORE, the CITY and COUNTY agree as follows:

1.The purpose of this MOU is to provide a binding promise by the City of Billings to share the proceeds of a \$84,717.00 JAG award with the County of Yellowstone.

2.This MOU shall commence on the date the Justice Assistance Grant (JAG) is funded by the U.S. Department of Justice, and the funds are received by the City, and it shall terminate on September 30, 2022 unless the parties mutually agree, in writing, to an earlier termination date. This cooperative undertaking shall be financed exclusively from the JAG proceeds. CITY agrees to pay the COUNTY a total of \$13,142.00 of JAG funds. The COUNTY agrees to use \$13,142.00 for the program between the date of this agreement and September 30, 2022, the last day on which these funds may be spent, according the terms of the JAG.

3.Nothing in the performance of this MOU shall impose any liability for claims against the CITY or COUNTY. Each party to this agreement will be responsible for its own actions in providing services under this MOU and will save the other party harmless from and defend and indemnify them for any claims that arise due to or on account of any activities that are funded in whole or in part by JAG proceeds, and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party. The parties to this MOU do not intend for any third party to obtain a right by virtue of this MOU. No separate legal entity shall be created by this contract. The accounting for funds received by each of the local governing bodies shall be done by the City of Billings Finance Department and the County of Yellowstone Sheriff's Office, respectively. The City of Billings Financial Services Manager shall administer the disbursement of JAG proceeds in cooperation with the County of Yellowstone Sheriff's Office. No personnel costs will be funded from these proceeds by either party so neither party will be required to file reports or make payments of retirement system contributions pursuant to §19-2-506, MCA.

4.In the event that any payment that is expected to be made pursuant to this JAG is not received by the City of Billings, or in the event that either party violates the terms of this MOU either party may terminate this agreement by giving written notice to the mayor (for notice to the City) or to the commission chair (for notice to

the County) of the manner in which the other party has violated the provisions hereof. If a party so notified does not remedy the default within fifteen (15) days of receipt of the notice of the violation, then the party giving notice of the violation is released and discharged from any further obligation under this MOU and the MOU is of no further legal effect.

By entering into the MOU, the parties do not intend to create any obligations express or implied other than those set out herein; further, this MOU shall not create any rights in any party not a signatory hereto.

City of Billings, Montana

County of Yellowstone

/s/ William A. Cole, Mayor

/s/ Denis Pitman, Chairman
Yellowstone County Commissioners

APPROVED AS TO FORM:

/s/ Brent Brooks
City Attorney's Office

/s/ Kevin Gillen
Yellowstone County Attorney's Office

Regular City Council Meeting

Meeting Date: 09/09/2019

TITLE: Condition Assessment of 2.74 Mile Zone 2 Billings Heights (PCCP)
Water Transmission Main

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

The main water transmission main to the Billings Heights was constructed in 1981. In June of 2018, the Public Works Department experienced a leak on this water main. Fortunately, we were able to perform a temporary repair during high demand. In October of 2018, we performed a permanent repair. This water transmission main line is the main supply to the Billings Heights. During the Spring, Summer and Fall, it supplies 80%-90% of the water demand to the Billings Heights. This main line cannot be taken out of service during these high water demand periods. The purpose of this condition assessment is to determine if further repairs are warranted and can be scheduled for repair during low demand periods. PURE Technologies is the only purveyor that provides this technology for this type of transmission main line assessment.

ALTERNATIVES ANALYZED

City Council may:

- Approve the pipeline condition assessment, or;
- Disapprove the pipeline condition assessment of the 2.74 mile Zone 2 Billings Heights (PCCP) water transmission main. If the condition assessment is not conducted, this transmission main could fail and affect the water supply to the Billings Heights. If failure were to occur during the high demand period (Spring, Summer, Fall), the Public Works Department would have to implement water rationing until a repair could be completed.

FINANCIAL IMPACT

The Public Works Department has budgeted for this cost in the FY 20 water fund. There is adequate funding in the FY 20 budget to complete this assessment.

RECOMMENDATION

Staff recommends that Council award the contract for the condition assessment of the 2.74 mile Zone 2 Billings Heights (PCCP) water transmission main to PURE Technologies US, Inc. in the amount of \$348,768.92.

APPROVED BY CITY ADMINISTRATOR

Attachments

PURE Technology Proposal & Contract

PROPOSAL

PRESTRESSED CONCRETE CYLINDER PIPE (PCCP)

CONTRACT No. 19

30-36-inch PCCP

Prepared for:

City of Billings, MT

Prepared by:

Pure Technologies U.S. Inc.

600 West Broadway, Suite 500

San Diego, CA 92101



August 8, 2019

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Introduction

The City of Billings (the “City”) is seeking to proactively assess the structural condition of Contract 19 transmission main ranging from 30 to 36 inches in diameter. The transmission main originates at the City’s High Service Pump Station and transmits 100% of the drinking water to the City of Billings. Since this critical transmission mains has not been inspected in the past, the City requested that Pure Technologies U.S. Inc. (“Pure Technologies”) review the available pipeline data and provide a proposal for assessing the pipeline with the highest risk of failure.

The City provided Pure Technologies drawings and specifications for the pipeline design contract (Contract 19). The total combined footage for the pipeline is 2.74 miles. Unfortunately, the pipeline was produced in an era when manufacturers used Class III and Class IV wire which is known in many cases to have reduced tensile strength and cause premature pipe failures in prestressed concrete cylinder pipe (PCCP).

This proposal presents a recommended scope of engineering and supporting inspection services to address condition assessment on Contract 19, by the use of SmartBall in-line acoustic technology for detection of leaks and air pockets, and PipeDiver electromagnetic in-line inspection technology for detection of wire breaks.

Pure Technologies U.S. Inc.

Pure Technologies specializes in the condition assessment of critical pipeline infrastructure – supported by proprietary technologies developed for inspection of pressure pipelines, including water mains and wastewater force mains. Since 1993, Pure Technologies has been a world leader providing non-destructive testing and monitoring technologies to better understand the condition of critical pipeline infrastructure. We have performed inspections on over 16,000 miles of medium and large diameter water pipelines and more than 800 miles of wastewater force mains for more than 120 utilities worldwide. Excavations of pipe sections identified as problematic through Pure Technologies’ inspection methodologies have validated our technologies and capabilities to assess pipeline infrastructure.

Our philosophies with respect to managing critical pressure pipelines include:

1. **“Assess and Address”**: Pure Technologies strives to maintain existing pipelines (rather than recommend their replacement) through an “Assess and Address” approach. Performing condition assessment and repairing only individual pipes that need repair can safely extend the service life of pipelines and provide significant cost savings. On average, a comprehensive condition assessment and repair program can typically be implemented for less than 10% of the capital costs to replace a pipeline.
2. **Return on Investment**: One of Pure Technologies’ key philosophies is that the project should provide “reliable” and “actionable” data and information with tangible benefits. If this is accomplished, the City will easily recognize a return that is far greater than their investment and gain the public’s confidence, especially if any one of these three key benefits is realized:
 - i. **Averting Pipe Failure**: Identify what immediate repairs are necessary to avert imminent pipeline failures.

- ii. *Extending the Life of Pipelines:* Without an understanding of the condition of a pipeline asset, many utilities have prematurely replaced pipelines. EPA has estimated that 70% to 90% of the pipe removed from the ground has remaining life. Condition assessment and subsequent targeted repairs should provide confidence in a pipeline to extend its service life.
 - iii. *Improved Capital Planning:* Understanding the condition of a pipeline will provide significantly improved capital planning recommendations for future pipeline management and renewal projects.
3. **Obtaining a Comprehensive Assessment:** Obtaining a comprehensive assessment, especially for high risk pipelines, is important. Other case studies have demonstrated that too much emphasis can be placed on pursuing an inexpensive condition assessment program while overlooking the level of actionable information that can be obtained. *The least expensive technology may not provide the best value or most cost-effective pipeline solution.* If an inspection does not provide sufficient, defensible, or actionable data, it can lead to pipeline failures or incorrectly allocated capital funds replacing the wrong pipelines at the wrong time; easily eliminating the savings that were expected by deploying a less expensive condition assessment tool. According to an American Water Works Association Research Foundation Study, the average cost of a large diameter pipeline failure is \$500,000 to \$1,500,000. The costs can be significantly higher in urban areas.
4. **Risk Based Condition Assessment:** Pure Technologies is a firm believer that a risk-based approach should be used to perform condition assessment and of critical pipelines. There is no silver bullet technology that applies to all pipelines. In general, low resolution technologies are appropriate for low risk pipelines. However, for high risk pipelines, a high degree of reliability is essential and higher resolution tools are prudent to provide a more comprehensive understanding of the pipeline.

COMPENSATION METHOD

Payment Schedule

Service	Invoicing Period
Project Planning & Mobilization	Upon Completion of Inspection
Inspection and Analysis	Upon Completion of Inspection
Final Report	Upon Completion of the Final Report

SCHEDULE

The approximate timeline of the SmartBall and PipeDiver inspection will be 5 days. One day to mobilize all equipment to site, one day for set-up, one day each for inspection using SmartBall and PipeDiver technologies including demobilization, with an additional contingency day.

Proposed Scope of Services

Phase 1: Site Reconnaissance and Project planning Document

The proposed condition assessment of Contract No. 19 30-inch and 36-inch prestressed concrete cylinder pipe (PCCP) lined cylinder pipe (LCP) water transmission main, will cover approximately 2.74 miles. Pure Technologies will conduct a site reconnaissance, review existing pipeline drawings, design specifications, hydraulic conditions, manufacturing and installation details which will be used in planning the inspection and the engineering analysis.

All information will be used to develop a comprehensive Planning Document for the condition assessment of Contract No. 19. The written Planning Document will be submitted to the City in advance of performing any field work. The Planning Document will clearly detail how the condition assessment for the main will be carried out and will, at a minimum, include:

- Background information on the pipe: As-built records, failure history, operating information and areas of greatest concern.
- Proposed assessment methodologies: Technologies and methods to be used to assess the main.
- Access requirements: What access points will be needed for assessment?
- Detailed scope of field work.
- Schedule.
- Action items for all parties involved.

Any changes to the scope that arise in the planning process which impact the pricing in this proposal will be discussed with the City of Billings and mutually agreed to before proceeding.

An aerial view showing the approximate location of Contract No. 19 water transmission main is presented in Figure 1 below.

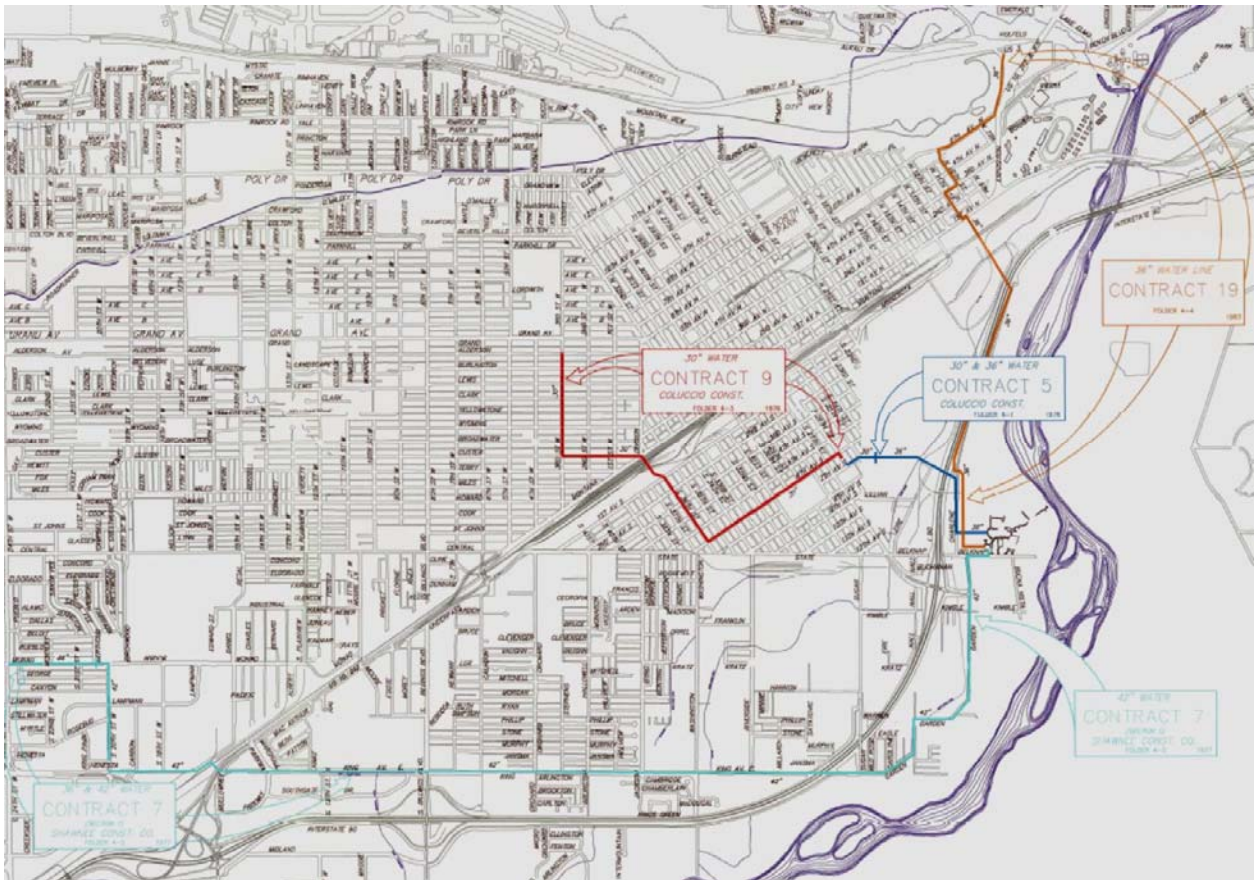


Figure 1: Approximate Location of Contract No. 19 Water Transmission Main

Phase 2 – Transient Pressure Monitoring

An important aspect of any pressure pipeline condition assessment is the evaluation of pipeline pressures, specifically transient pressures, and their impact on the structural capacity of a pipe. While most pipelines operate well below the design capacity of the particular pipe material, when pipe wall degradation due to various failure modes is combined with either the operational pressure and/or surge pressure, the likelihood of failure can be significantly increased.

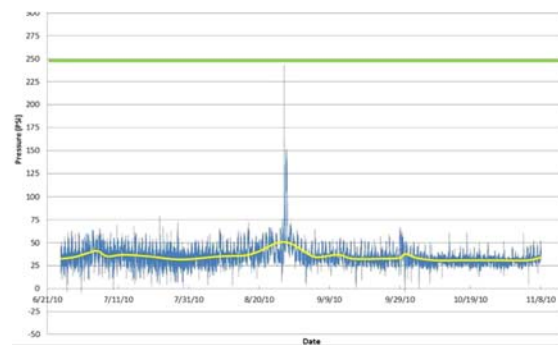


Figure 2: Transient Monitoring Event

Pure Technologies will furnish and install a transient pressure monitoring device on the 36-inch pipeline during the time the site reconnaissance is performed. This will allow Pure Technologies an opportunity to have transient data in advance of the field inspection and incorporate results in the final report.

Pure Technologies can install the temporary monitoring device near the water treatment plant. The City will need to furnish a ¼” or ½” threaded outlet.

Phase 3 – SmartBall® Leak and Air Pocket Detection

As part of the baseline inspection, Pure Technologies typically inspects each pipeline for leaks and pockets of trapped gas. Whereas leaks indicate an obvious concern, air pockets can also become a major concern often restricting flow capacity in a pipeline.

Because the sound created by leaks in large diameter pipelines attenuate much more rapidly (versus smaller diameter pipe), conventional external leak detection using listening mics and correlators is typically not feasible. Transmission mains also do not provide a sufficient number of “touch” points at which external listening mics or correlators can detect most leaks.

Because of these limitations associated with conventional external leak detection, Pure Technologies utilizes an internal acoustic leak and gas pocket detection technology that allows the acoustic sensor to pass directly by a leak. Given the sensitivity of the internal acoustic system, Pure Technologies has been able to detect leaks less than 0.1 gallons per minute. The internal acoustic leak detection systems require a minimum operating pressure in the pipeline of 15 to 20 psi. The higher the pressure in the pipeline, the lower the detection level. The pressure does not affect the technologies’ ability to detect gas pockets.

Pure Technologies can deploy the internal acoustic technology using a free-swimming device called “SmartBall®.” For long distance lines such as the proposed potable water main, the SmartBall® free-swimming device provides a cost-effective approach.

Pure Technologies’ patented SmartBall® technology is a free-swimming device that consists of a foam ball that envelops a water-tight aluminum sphere (approximately 2-½ inches in diameter) that contains instrumentation and a power source. The inner core contains the battery power source, as well as an acoustic sensor, microprocessor, ultrasonic transmitter to track the device, an accelerometer to measure the rotation of the ball and a magnetometer to assist in identifying features along the pipeline.



Figure 1: SmartBall and SmartBall Tracking System.

The device is inserted into a live and flowing pipeline and released to allow the flow to roll it downstream. The SmartBall is designed to roll on the bottom of the pipe, which allows the accelerometer to record the rotations of the device, which in turn aides in establishing its velocity and placement of the device at any given time during the survey.

The compressible foam outer ball allows for insertion through any existing 4-inch diameter outlet. If a pressure tap is required, Pure recommends that a 6-inch access be provided. The outer foam material deadens any sound the tool may make while rolling on the bottom of the pipeline and provides mass by

which the device is pushed by the flow of the water. While the ball is traversing the pipeline, it continuously records all acoustic activity in the pipeline.

Pure Technologies utilizes proprietary SmartBall tracking receivers (SBR's), shown in Figure 2, to track the location of the device as it travels through the pipeline. The SBR's utilize a small sensor that is applied to the outer surface of a metallic surface in direct contact with the fluid column.

Once the SmartBall is retrieved, the recorded data is downloaded and analyzed by experienced data analysts. The SmartBall device can identify and locate leaks in water pipelines larger than 6-inch diameter constructed of any pipe material. The device can also pass through in-line valves (including butterfly valves > 10-inch) and negotiate unlimited bends and slopes in the pipeline.

In addition to identifying and locating all leaks along a pipeline, the SmartBall will identify and locate all gas pockets in the pipeline. Whereas the benefits of finding and repairing leaks is obvious, many utilities have become more aware of the importance of eliminating gas pockets in the line, as they can reduce capacity in the line and increase energy consumption required for pumping. Gas pockets will also exacerbate the effect of any transient events that may be occurring in a pipeline.

Because signals generated by electromagnetic inspection of prestressed concrete cylinder pipe (PCCP) may be partially masked at the joint rings where the metallic mass increases due to the thicker steel bell and spigot that overlap, the SmartBall will identify if any leaks have occurred at the joint due to a rolled gasket, a slightly opened or pulled joint and/or possible corrosion through the cylinder because of poor exterior mortar protection and/or a poor quality weld between the steel cylinder and thicker joint rings.

Phase 4 – PipeDiver Electromagnetic (EM) Inspection

One of the most important steps in pipeline management is to obtain a detailed understanding as to the structural integrity of the pipe. Electromagnetic (EM) inspection is a proven and reliable technology that detects structural anomalies on both prestressed concrete cylinder pipe (PCCP) and bar- wrapped pipe (BWP).

Specifically, the EM technology detects wire breaks on both “lined” and “embedded” PCCP, thereby identifying areas of concern where the structural capacity of the pipe may be degraded.

Pure Technologies will detail the proposed procedures, schedule and required logistics support required by the City, in the detailed Project Planning Document. PipeDiver is a non-tethered inspection platform for in-service pressurized pipelines.



Figure 3: PipeDiver Free-swimming Electromagnetic Inspection Tool

PipeDiver utilizes electromagnetic sensors to identify, quantify and locate (longitudinally) wire breaks on each individual pipe. The PipeDiver can be inserted into the pipeline either through a minimum 12-inch flanged outlet or in a depressurized section of the pipe. Travelling at 90% the flow rate of the water, the neutrally buoyant inspection vehicle can navigate most bends and valves and collect data for long deployments on a single battery charge. The PipeDiver houses Pure Technologies’ electromagnetic inspection technology providing the location and quantification of broken prestressing wires.

Phase 5 – Condition Assessment, Risk Analysis and Report

While the inspection technologies described above will provide data on wire breaks and potential areas of cylinder corrosion on PCCP and BWP, the challenge associated with assessing and managing BWP and PCCP is determining how many broken prestressing wires (PCCP) or reinforcing bars (BWP) creates an unacceptable level of risk thereby requiring repair and/or replacement actions. Pure Technologies has developed an innovative approach for condition-based pipeline management using structural models along with hydraulic evaluation data, ultimately delivering a comprehensive decision making tool for the management of a BWP and/or PCCP pressure main. For example, wire breaks in BWP or PCCP may be present, but this may not require the immediate rehabilitation or replacement of the pipe section allowing the City to manage and/or monitor the deterioration, thereby focusing critical resources on higher risk areas of the infrastructure.

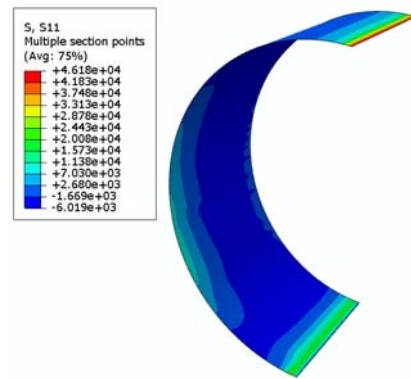


Figure 5: Pipe Wall FEA Modeling

The culmination of this phase will be to submit a condition assessment report identifying distressed pipes of concern (based on likelihood of failure) and recommendations. Pure Technologies will also conduct a workshop with the City to review all inspection structural evaluation findings and recommendations.

Based on the findings of the Condition Assessment Report and the outcome of the workshop discussions, the following tasks may be warranted:

- Pure Technologies will provide a structural analysis of Contract No. 19 30-inch and 36-inch “lined” PCCP as compared to AWWA specifications of AWWA C301.
- Pure Technologies will develop one (1) Pipe Performance Curve to determine how many broken prestressing wires (PCCP) creates an unacceptable level of risk thereby requiring repair and/or replacement actions.

Final Report

Pure Technologies will evaluate the risk, based on likelihood of failure, associated with any distressed pipe identified as part of the EM inspection. All inspection findings, documentation, photographs, video recordings (as applicable), structural analysis, performance curves and recommendations will be included in the final written report to be presented in a workshop with the City.

Based on the findings of the Condition Assessment Report and the outcome of the workshop discussions, the following tasks may be warranted:

Phase 6 - Optional Field Verification/Validation, and Report

Based on the risk evaluation, Pure Technologies may recommend that the City excavate a representative sampling of distressed pipes to verify and validate the EM inspection results.

The test pit excavations will require the City to expose an entire pipe section(s), whereby Pure Technologies can utilize an exterior PipeScanner™ tool to verify wire breaks on the pipe.

Pure Technologies will perform a visual inspection of the pipe exterior and measure various parameters (spacing of prestressing wire, etc.) to confirm if the pipe was manufactured in accordance with AWWA designs standards.

A report summarizing the verification inspection methodology and results shall be submitted within thirty (30) days following completion of field work.

City of Billings Responsibilities

- If no existing access points are identified during the site reconnaissance, the City of Billings may elect to tap the pipe to provide appropriate insertion and extraction requirements for SmartBall and/or PipeDiver.
- Provide personnel familiar with the pipeline system available during site reconnaissance and field work.
- Prepare pipeline for inspection – i.e., remove ARVs at access outlets, clear brush and undergrowth to allow access to the insertion locations, de-pressurize the pipeline at insertion and extraction locations as may be required to deploy and retrieve the PipeDiver.
- Provide threaded outlet for transient pressure monitoring device.
- Traffic control as required.
- Requirements and permits for disposal of water resulting from de-watering.
- Provide excavation/backfill of pipes selected for test pit excavations and field verification. Also provide air compressor and generator.
- Repair/rehabilitation of pipe(s).
- Provide access points along pipeline for tracking inspection tools (approx 2,000 to 4,000 feet apart).
- Provide access to the pipeline if the PipeDiver tool becomes stuck on one of the butterfly valves. Provide depressurization and dewatering as necessary.
- Provide proper ventilation.
- Safety plan will need to be reviewed at least two weeks prior to inspection

- Notification to any landowners as required.
- Provide personnel familiar with the pipeline system that are available during site reconnaissance and field work.
- Confined space entry and top support as applicable.
- Provide all available reference material including pipeline drawings, plant drawings, specifications, etc.

Fee Proposal

Contract No. 19 – Using Transient Pressure Monitoring, SmartBall ahead of PipeDiver, followed by Structural Evaluation:

Perform 14,456 feet/2.74 miles Inspection on 36- inch and 30-inch Pre-Stressed Concrete Cylinder Pipe (PCCP) Lined Cylinder Pipe (LCP).

Deliverable	Unit Cost	Quantity	Total
Transient Pressure Monitoring (install & data collection for 60 days)	\$8,500	1	\$8,500.00
SmartBall Mobilization: Includes Travel, Equipment Shipping, Site Reconnaissance and Project Planning Document	\$3,265	1	\$3,265.00
SmartBall Inspection	\$3,558/mile	2.74 miles	\$9,748.92
SmartBall Report: Inspection Results Analysis and Reporting	\$10,500	1	\$10,500.00
PipeDiver Project Setup (includes planning, site reconnaissance, equipment fees and prep, shipping travel, per diem, hotels, transportation, etc.)	\$78,750	1	\$78,750.00
PipeDiver Electromagnetic Inspection (no insertion tubes)	\$75,750/mile	2.74 miles	\$207,555.00
PipeDiver Inspection Report	\$10,500	1	\$10,500.00
*Structural Evaluation and Pipe Performance Curve	\$9,975 Per Curve	2	\$19,950.00
Total			\$348,768.92

** The number of curves required is determined based on the results of the inspection. Each distressed pipe of a different pipe class requires its own curve in order to perform a structural evaluation.*

Contract No. 19 – Using Optional External PipeScanner EM Inspection

External PipeScanner EM Project Set Up (Includes equipment costs, mobilization, and planning)	\$12,600	1	\$12,600
External PipeScanner EM Inspection (EM inspection of excavated pipe sections - multiple pipes under one mobilization)	\$2,100 Per Pipe Section	TBD	TBD

Budgetary Notes:

1. The proposed fees are based on performing all work under a single mobilization for both technologies performed during the same time period and complete the work in a contiguous manner without delay. Pure Technologies assumes the pipeline will be available for inspection upon arrival of our inspection team.
 - a. SmartBall standby rate for delays caused by others shall be billed at \$5,250 per crew per day. A re-mobilization fee of \$10,000 shall apply for SmartBall.
 - b. PipeDiver standby rate for delays caused by others shall be billed at \$15,750 per day. A re-mobilization fee of \$37,500 shall apply for PipeDiver
2. The City will be billed on completion of deliverables as outlined in above table.
3. Field work schedule will be mutually determined by City of Billings and Pure Technologies.
4. Local, State or Federal permits or taxes are not included in the proposed fee.
5. The attached Conditions of Engagement shall apply (Attachment A).

Pure Technologies is committed to providing the City of Billings the highest quality assessment and inspection in an efficient and cost-effective manner. If you have any questions, please contact me at 720-212-4112.

Respectfully,

Roy L. Martinez
 Business Development Lead
 Cell: 720-212-4112

Attachment A: Conditions of Engagement

The Proposal is issued upon and is subject to these Conditions of Engagement. If the Proposal is accepted by the Client, these Conditions of Engagement and the Proposal will be deemed to form part of the Contract between the Client and Pure.

1. DEFINITIONS

In these Conditions of Engagement, the following definitions apply:

<i>Client</i>	Any person or persons, firm or company engaging Pure to provide the Services.
<i>Contract</i>	The agreement awarded to Pure as a result of the Proposal.
<i>Pure</i>	Pure Technologies Ltd., Pure Technologies U.S. Inc., Pure Engineering Services Inc., or any of their affiliates, as the case may be, which submitted the Proposal and is a party to the Contract.
<i>Proposal</i>	Pure's offer to carry out the Services and includes all related correspondence plus agreed written variations or amendments thereto.
<i>Services</i>	Those services of whatever nature to be supplied by Pure under the Contract.
<i>Site</i>	The facility, land, installation or premises to which Pure is granted access for the purposes of the Contract and may include any combination of the foregoing.

2. PURE'S OBLIGATIONS

- 2.1 Pure will perform the Services in accordance with the procedures described in the Proposal, using reasonable skill, care and diligence and consistent with industry standards.
- 2.2 Pure will ensure that the equipment used in performing the Services is in a good and functional state.

3. CLIENT'S OBLIGATIONS

- 3.1 The Client will provide to Pure full, good faith co-operation to assist Pure in providing the Services. Unless otherwise specified in the Proposal and without limiting the generality of the foregoing, the Client will at its own expense:
 - (i) ensure, if required, access to private land will be given to Pure and that any official permits or permissions required for Pure to have access to the Site or carry out the Services are obtained and are in force for the duration of the Services;
 - (ii) inform Pure in writing of any special circumstances or danger which the execution of the Services may entail or which are inherent in the Site, including the existence and identity of any known hazardous substance or material;

- (iii) perform such additional duties and responsibilities and provide such information and resources as are described in the Proposal.

3.2 The description of the Services and related compensation amount set out in the Proposal will be based upon information that the Client shall have provided to Pure, and assumptions that Pure shall have identified in the Proposal. The Client acknowledges that if any such information provided by Client is materially incomplete or inaccurate, or if the assumptions identified by Pure are not correct, then the parties will modify the Proposal to reflect the actual information, assumptions, and Services required, and the compensation to Pure will be adjusted accordingly using the change order process set out in the Contract, or if there is no such process, on an equitable basis.

4. PROPRIETARY AND CONFIDENTIAL INFORMATION

4.1 All reports generated in the performance of the Services and delivered by Pure to the Client will become the property of the Client.

4.2 Pure's equipment which is made available to the Client in connection with the Contract and the raw data generated in the performance of the Services will remain the sole and exclusive property of Pure. The Client will not acquire any proprietary rights in Pure's equipment, systems, software, technology, inventions (whether or not patentable), patents, patent applications, documentation, specifications, designs, data, databases, methods, processes or know-how ("Pure's Proprietary Technology"). Any modifications or improvements to the Pure's Proprietary Technology made during the performance of the Services will be the sole and exclusive property of Pure.

4.3 Both parties agree to keep confidential all documentation and information provided by the other during the performance of the Contract. The obligations set out in this clause 0 will remain in full force and effect after any termination or expiry, as the case may be, of the Contract.

5. LIABILITY AND WARRANTIES

5.1 Pure will indemnify the Client against any expense, demand, liability, loss, claim or proceeding whatsoever in respect of personal injury to or the death of any person, or any loss, destruction or damage to any tangible property and arising directly or indirectly from the negligence of Pure, its employees, servants or agents except to the extent caused by the negligence of the Client or any person for whom the Client is responsible. The Client will similarly indemnify Pure.

5.2 Pure will not be liable for any loss of production, loss of use of property, loss of revenue or profit, equipment downtime, business interruption, loss of goodwill, loss of anticipated savings, cost of procurement of substitute goods or services, or for any consequential, indirect, incidental, or special loss or damage suffered by the Client or any third party, or for any punitive damages, even if advised of the possibility thereof and notwithstanding the failure of essential purpose of any remedy.

- 5.3 Pure's cumulative liability under the Contract, whether in contract, tort (including negligence), or otherwise, will in no event exceed the aggregate consideration paid by the Client to Pure for the portion of the Services that gave rise to the liability, provided, however, that this clause shall not limit Pure's indemnification obligations under these Conditions of Engagement.
- 5.4 The report(s) and any other recommendations or advice made by Pure relating to the pipeline or the Services will be made in accordance with the procedures described in the Proposal, using reasonable skill, care and diligence consistent with industry standards, but do not and will not constitute a warranty of the pipeline's quality, capacity, safety or fitness for purpose. Pure will not be liable to the Client for any liability or damages that arise from the Client's reliance upon or application or use of such final report or recommendations or advice made by Pure in relation to the pipeline or Services, and the Client will indemnify Pure against any liability to third parties resulting therefrom.
- 5.5 Pure's warranties for the Services will be set out in the Contract. Pure disclaims all implied or statutory warranties or conditions, including of merchantability, merchantable quality, durability, or fitness for particular purpose to the extent allowed by applicable law. This means Pure's warranty obligations will be limited to what is expressly set out in the Contract.

Attachment B: Agreement Between City of Billings and Pure Technologies

Signing this Letter of Agreement, by each party, constitutes an agreement to provide and perform the services summarized within and is subject to the conditions of engagement. The initial term of this agreement is for 1-year.

This Agreement is entered into this, the ___ day of _____, 20__ (the "Effective Date").

THE CONSULTANT

Pure Technologies US Inc.

BY: _____

Myron Shenkiryk

Print Name

TITLE: _____

DATE: _____

THE OWNER

City of Billings

BY: _____

(NAME)

Print Name

TITLE: _____

DATE: _____

Regular City Council Meeting

Meeting Date: 09/09/2019

TITLE: MDT Agreement to Adjust Limited Access Control Line on Main Street

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

The Montana Department of Transportation is in the design phase for a project that will include upgrading the signals at eight signalized intersections along Main Street. These signals are at the intersections of Fourth Ave. N., Sixth Ave. N., Lake Elmo Dr., Hilltop Rd., Milton Rd., Logan Rd., Wicks Ln., and Pemberton Ln. The project includes upgrading signal heads, radar detection, controllers, cabinets, and upgrading communication cables to fiber optic. As a part of the project, MDT is trying to clean up inconsistencies in the right of way. As such, the existing limited access control line needs to be shifted to the existing right of way line in some areas. The City owns a parcel of land (Swords Park) in one location that needs to be shifted and therefore, MDT is asking that the City sign a right of way agreement, bargain and sale deed, and realty transfer certificate to accomplish the shift. The shift of the access control line will not impact the parcel.

ALTERNATIVES ANALYZED

City Council may:

- Approve the agreement, deed and certificate, or;
- Disapprove the agreement, deed and certificate. If these documents are not approved, the access control line will not be along the edge of right of way which will be inconsistent other areas but will not impact the project.

FINANCIAL IMPACT

MDT will pay the City \$500 in exchange for the agreement to shift the access control line.

RECOMMENDATION

Staff recommends that City Council approve the agreement, deed and certificate to move the access control line.

APPROVED BY CITY ADMINISTRATOR

Attachments

MDT Right of Way agreement
MDT Bargain and Sale Deed
Realty Transfer Certificate
Exhibit

STATE OF MONTANA DEPARTMENT OF TRANSPORTATION

(hereinafter referred to as State, Department, Grantee, and/or MDT)

RIGHT-OF-WAY AGREEMENT

ROWFORMSWACQ\200 (Revised 1-12-2018)

PE PROJECT ID: _____

MAIN ST-BILLINGS
DESIGNATION

RAW PROJECT ID: NH 16-1(59)1

Yellowstone
COUNTY

UNIFORM PROJECT No.: 8717-059-000

Parcel	From Station	To Station	QtrQtr, Tract, COS #, etc.	Section	Township	Range
65	±48+50	±54+00	SW4 SW4	27	01 N	26 E

List Names & Addresses of the Grantors
(Contract Purchaser, Contract Seller, Lessee, etc.)

City of Billings
210 North 27th Street
Billings, MT 59101

1. In consideration of the payments herein set forth and the specific agreements to be performed by the parties hereto and written in this agreement, the parties bind themselves and their successors to the terms and conditions stated herein. No verbal representations or agreements shall be binding upon either party. This agreement is effective upon execution by the Acquisition Manager or a designated representative, and possession of the property is granted to the Department when it sends the payment(s) agreed to below. Grantors certify that any encumbrances on the property are shown on this agreement. If Grantors sell their remaining property prior to the highway project being constructed, Grantors agree to provide the Purchaser(s) with a copy of this entire Right-of-Way Agreement and agree to make the sale of their remaining property subject to all the terms and conditions contained in this Right-of-Way Agreement. Grantors contract that they will, on Department's request, execute deeds and/or easements required by Department for all real property agreed to be conveyed by this agreement.

2. COMPENSATION FOR LAND AND IMPROVEMENTS (List acreage and improvements to be acquired.)

N/A

3. OTHER COMPENSATION:

Access Control: \$500.00

4. TOTAL COMPENSATION (includes all damages to the remainder): \$500.00.

5. IT IS UNDERSTOOD AND AGREED THE STATE SHALL MAKE PAYMENT AS FOLLOWS:

A warrant in the amount of \$500.00 to be made payable to City of Billings and mailed to City of Billings at 210 North 27th Street, Billings, MT 59101.

6. It is understood and agreed that Grantor conveys all rights of ingress and egress, including future or potential easements of access, except Grantor reserves the right of reasonable access to and from Grantor's adjacent property. The amount being paid to Grantor herein is not based upon the loss of any property right, but is a settlement for the imposition of access control.

7. This agreement, upon execution by an agent of the Department of Transportation and presentation to the owner so designated, constitutes a written offer of compensation in the full amount of the determined value, a summary of the property and property rights being acquired and agreement that possession of the property is granted to the Department when it sends the payment(s).

(Continued from Previous Page)

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN:

Grantors' Statement: We understand that we are required by law to provide our correct taxpayer identification number(s) to the Montana Department of Transportation and that failing to comply may subject us to civil and criminal penalties. We agree to provide our **correct** taxpayer identification number(s) by submitting a completed and signed W-9 or W-8 form. We further agree to provide MDT with a completed and signed W-9 or W-8 from all persons and/or entities receiving payments by assignment from us in this agreement. We further agree and authorize MDT to process the payments outlined in this agreement by withholding a percentage of the payments, if required by the IRS, if we fail to submit the W-9 or W-8 forms within 30 days of signing this agreement.

Signature: William A. Cole, Mayor of the City of Billings (Date) Signature: (Date)

Signature: (Date) Signature: (Date)

Signature: (Date) Signature: (Date)

Signature: (Date) Signature: (Date)

RECOMMENDED FOR APPROVAL:

APPROVED FOR AND ON BEHALF OF DEPARTMENT:

Right-of-Way Agent (Date)

NSOP items approved, if applicable (Date)

Consultant Project or RW Manager, if applicable (Date)

R/W Supervisor (Date)

Acquisition Manager (Date)

Montana Department of Transportation
Right-of-Way Bureau
PO Box 201001
Helena, MT 59620-1001

**COPY FOR
YOUR RECORDS**

ROWForms\PIIn\520

Revised 11/06/09

**State of Montana
Department of Transportation**

Right-of-Way Bureau
2701 Prospect Avenue
PO Box 201001
Helena, MT 59620-1001

RW ID.: NH 16-1(59)1 Parcel No.: 65 County: Yellowstone
Designation: MAIN ST - BILLINGS
Project No.: 8717-059-000

Bargain and Sale Deed

This Deed, made this _____ day of _____, 20____, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration now paid, the receipt of which is acknowledged, **witnesses that**,

CITY OF BILLINGS
210 NORTH 27TH STREET
BILLINGS, MT 59101

does hereby **grant, bargain, sell** and convey to the **Montana Department of Transportation** the following-described real property:

ACCESS CONTROL

The Grantor hereby conveys to the Montana Department of Transportation all rights of ingress and egress over and across the limited access control line shown on the plat, consisting of 1 sheet, attached hereto and made a part hereof.

Grantor reserves the right of reasonable access to and from Grantor's property in the SW¹/₄SW¹/₄ of Section 27 , Township 1 North, Range 26 East, P.M.,M., Yellowstone County, Montana.

It is expressly intended and agreed that these covenants, burdens, and restrictions shall run with the land and shall forever bind the Grantors, its successors and assigns.

Bargain and Sale Deed
RW ID.: NH 16-1(59)1
Designation: MAIN ST - BILLINGS

Parcel No.: 65

This Deed was executed on the date of its last acknowledgment.

(Signature) William A. Cole as Mayor of the City of Billings
(Type of Authority) (Name of Entity)
(Signature) as of
(Type of Authority) (Name of Entity)
(Signature) as of
(Type of Authority) (Name of Entity)
(Signature) as of
(Type of Authority) (Name of Entity)
State of _____)
County of _____)

This instrument was acknowledged before me on _____ (date)

by _____
(name of person(s))
as _____
(type of authority, e.g., president, trustee, member, partner, etc.)
of _____
(name of entity on behalf of whom instrument was executed)

Notary Signature Line

Notary Printed Name
Notary Public for State of _____
Residing at: _____
My Commission Expires: ____ / ____ / 20 ____

State of _____)
County of _____)

This instrument was acknowledged before me on _____ (date)
by _____
(name of person(s))
as _____
(type of authority, e.g., president, trustee, member, partner, etc.)
of _____
(name of entity on behalf of whom instrument was executed)

Notary Signature Line

Notary Printed Name
Notary Public for State of _____
Residing at: _____
My Commission Expires: ____ / ____ / 20 ____

Recording Information

REALTY TRANSFER CERTIFICATE

Confidential Tax Document: The information contained in this certificate is confidential by Montana law. Unauthorized disclosure of this information is a criminal offense.

GEOCODE(S) _____
COPY FOR YOUR RECORDS
ASSESSMENT CODE: _____

The Department of Revenue will change the name on ownership records used for the assessment and taxation of real property when this form is fully completed and signed by the preparer. (Please read the attached instructions on page 1 for assistance in completing and filing this form.)

Montana law requires this form be completed and may impose up to a \$500 penalty for failure to file a Realty Transfer Certificate (15-7-304, 15-7-305 and 15-7-310, MCA)

PART 1 – DATE OF TRANSFER (SALE)

_____, (MM/DD/YYYY)

PART 2 – PARTIES

Please complete this section in full; if additional space is required, please attach a separate page

Seller (Grantor)
Name _____ City of Billings _____
Mailing Address 210 North 27th Street
(Permanent)
City Billings _____ ST MT _____ Zip 59101
Seller Principal Residence ___ Yes No

Buyer (Grantee)
Name Montana Department of Transportation
Mailing Address PO Box 201001
(Permanent) 2701 Prospect Ave.
City Helena _____ ST MT _____ Zip 59620-1001
Buyer Principal Residence ___ Yes No
Mailing Address _____
For Tax Notice _____
(If different) City _____ ST _____ Zip _____

PART 3 – PROPERTY DESCRIPTION

Please complete fully; if additional space is required, please attach a separate page.

Legal Description (ACCESS CONTROL) S27, T01 N, R26 E, SWORDS PARK S OF HWY 318 & W O F SWARDS BY-PASS RD LESS AIRPORT RD EXPANSION (09) 27-1N-26E Attachment
Add/Sub _____ Block _____ Lot _____
County Yellowstone _____ City/Town Billings _____ Section 27 _____ Township 01 N _____ Range 26 E

PART 4 – DESCRIPTION OF TRANSFER

Please complete fully, more than one may apply.

Sale Gift Barter Nominal or no consideration Part of 1031 or 1033 exchange
 Transfer is subject to a reserved life estate Beneficiary deed
Distressed sales: Sheriff's deed Trustee's deed Deed in lieu of foreclosure Short sale Other

Transfer by Operation of Law

Termination of joint tenancy by death Termination of life estate by death Court order or decree (except sheriff's sale) Merger, consolidation, or other business entity reorganization

PART 5 – EXCEPTIONS FROM PROVIDING SALES PRICE INFORMATION

Please complete fully, more than one may apply.

Transfer between husband/wife or parent/child for nominal consideration
 Termination of joint tenancy by death
 Transfer to a revocable living trust
 Gift
 Correction, modification, or supplement of previously recorded instrument, no additional consideration
 Merger, consolidation or reorganization of business entity
 Land currently classified as agricultural land and for continued use for agricultural purposes (15-7-307, MCA)

PART 6 – SALE PRICE INFORMATION

Please complete fully, more than one may apply.

Actual Sale Price \$ _____
Financing: ___ Cash ___ FHA ___ VA ___ Contract ___ Other
Terms: ___ New loan OR ___ Assumption of existing loan
Value of personal property included in sale \$ _____
Value of inventory included in sale \$ _____
Value of licenses included in sale \$ _____
Value of good will included in sale \$ _____
Was an SID payoff included in the sale price? ___ Yes ___ No
Did the buyer assume an SID? ___ Yes ___ No
Amount of SID paid or assumed: \$ _____
Was a mobile home included in the sale? ___ Yes ___ No

PART 7 – WATER RIGHT DISCLOSURE

Disclosure is only applicable to the property identified in PART 3 above.

A. Property is served by a public water supply, i.e., city, irrigation district, or water district provides water.
 B. Seller has no water rights on record with DNRC to transfer.
 C. Seller is transferring ALL water rights on record with DNRC to the Buyer.
 D. Seller is dividing or exempting (reserving) water rights. Seller must file Water Right Update form.

Seller (Grantor) Signature _____ Date _____

PART 8 – PREPARER INFORMATION

Preparer's signature is required.

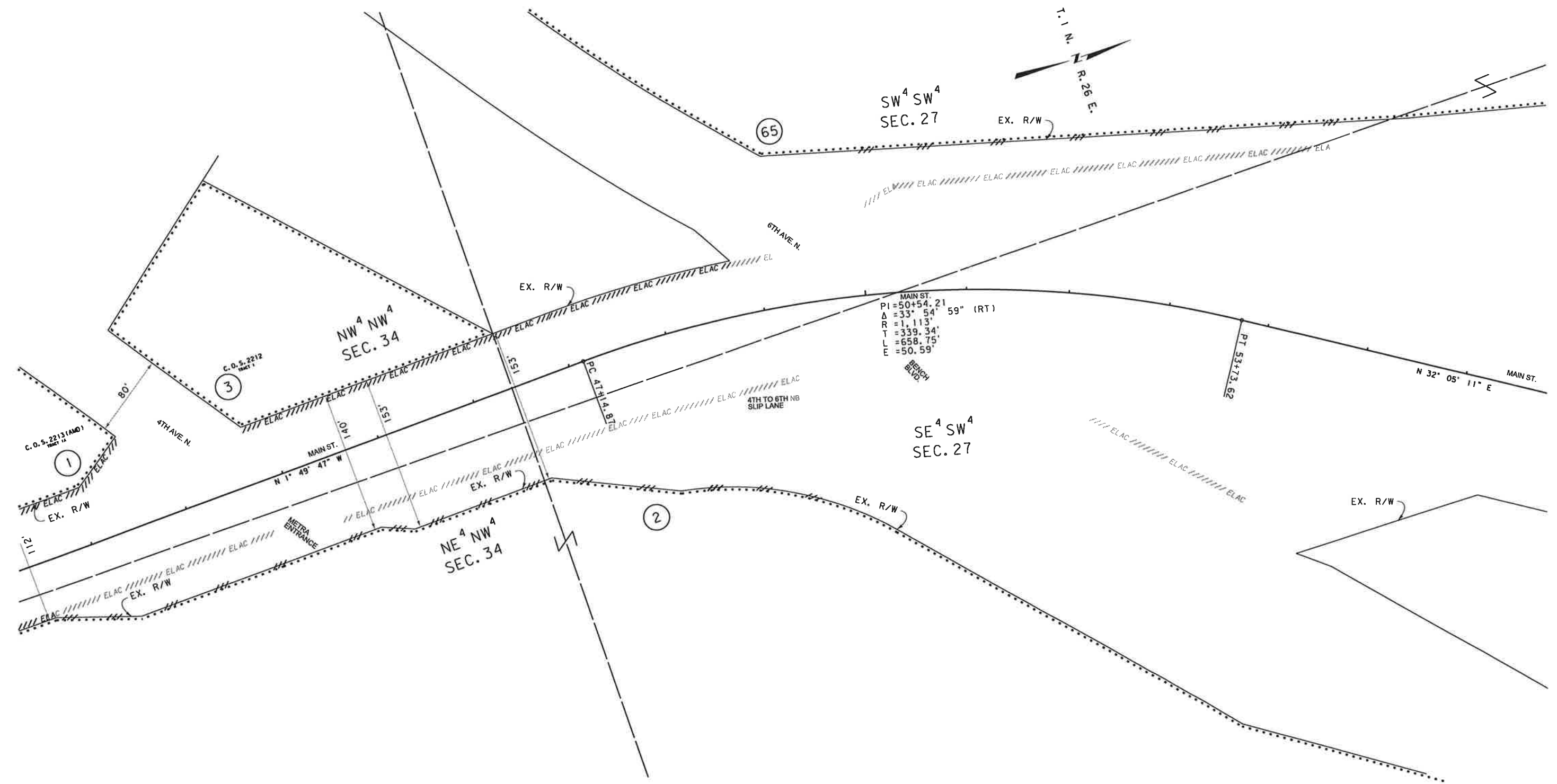
Signature _____ Mailing Address PO Box 20437
Name/Title Allyson Gross (please print) City Billings _____ State MT _____ Zip 59104-0437
Daytime Phone (406) 657-0238

Clerk and Recorder Use Only

Recording Information: Document No. _____ Book _____ Page _____ Date _____
Buyer/Seller Copy

STATE	RIGHT OF WAY	SHEET NO.	TOTAL SHEETS
MONTANA			
R/W ID.	NH 16-1(59)1		
PROJECT NO.	8717-059-000		

MAIN ST-BILLINGS



FOR EXISTING R/W RETRACEMENT, SEE
CERTIFICATE OF SURVEY 3701

PARCEL 65 ; SHEET 1 OF 1

THIS PLAT IS PREPARED FROM THE MONTANA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLANS AND IS RECORDED IN THE OFFICE OF THE COUNTY CLERK AND RECORDER. OFFICIAL PLANS AND EXHIBITS CAN BE FOUND AT THE DEPARTMENT OF TRANSPORTATION, HELENA, MONTANA.

- NOTES:
1. THE PROPOSED R/W LINE WHERE A SPIRAL CURVE TRANSITION IS USED IS A CHORD RATHER THAN A CONCENTRIC CURVE.
 2. ALL STATIONS AND OFFSETS FOR R/W BREAKS ARE IN REFERENCE TO THE R/W BASELINE.

GRID STATE PLANE COORDINATES

THIS IS A STATE PLANE COORDINATE PROJECT. ALL DIMENSIONS, DISTANCES AND AREAS ON THIS PROJECT ARE GRID, EXCEPT FOR THE EXISTING R/W WIDTH DIMENSION, WHICH IS RECORD. THE COMBINATION SCALE FACTOR IS 0.99945768

LEGEND	
OWNERSHIP BOUNDARY	-----
RIGHT OF WAY LINE	=====
R.R. R/W LINE	-----
CENTERLINE	-----
FULL ACCESS CONTROL	===== / /
LIMITED ACCESS CONTROL	===== - -
TRACT CONVEYED	████████
DATE PREPARED	8-7-19
DATE REVISED	

MONTANA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY EXHIBIT
YELLOWSTONE COUNTY

SCALE 1"=50'

Regular City Council Meeting

Meeting Date: 09/09/2019

TITLE: Contract for Synthetic Turf Field at Amend Park

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

Department: Parks/Rec/Public Lands

Presentation: No

PROBLEM/ISSUE STATEMENT

This project will construct a synthetic turf soccer field at Amend Park complete with lighting. There is increasing demand for field space to play soccer matches and to practice. When completed, this field will increase the number of games scheduled by extending the playing season and the number of games played per day.

The South Billings Urban Renewal Association (SBURA) recommended to council funding for this project totaling \$1.65 million. This project was budgeted in FY2019, but was unable to be completed within the fiscal year due to other projects already in process and research into options for utilizing State Contract Purchasing. This is consistent with other projects recommended by the SBURA within their district at Optimist Park including a parking lot on the north end of the park, completed in 2018 and playground replacement completed spring of this year.

It has been determined that the City is able to utilize State Contract Purchasing to construct this project. State Contract Purchasing allows the City to utilize a pre-negotiated price between the vendor and the State Purchasing Department to build this project and therefore eliminating the requirement to go out for bids. The State Contract for this favorable pricing is set to expire on September 16, 2019. The cost for this project is \$1,514,582.71. If approved, work will begin immediately with an anticipated finish date of March 31, 2020 in time for the spring soccer season.

ALTERNATIVES ANALYZED

City Council may:

- Approve this contract with FieldTurf for \$1,514,582.71, or;
- Disapprove this contract and lose the State Contract Purchasing pricing requiring this project to be bid at a later date.

FINANCIAL IMPACT

This item was budgeted in FY19. Upon approval of this contract, PRPL will be seeking a budget amendment in FY20 to reestablish this budget authority in the South Billings Tax Increment Fund.

RECOMMENDATION

Staff recommends that Council approve the contract to install a synthetic turf field at Amend Park.

APPROVED BY CITY ADMINISTRATOR

Attachments

Amend Park Synthetic Turf Services Agreement

Exhibit A

Exhibit B

Exhibit D

Exhibit E



SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as “City,” and FieldTurf USA, Inc., of Calhoun Georgia hereinafter referred to as “Contractor.”

Included in this agreement is the State of Montana Term Contract, the Participating Addendum and the Master Agreement attached hereto as Exhibit A and by this reference made a part thereof.

Also included in this agreement is the Participating Addendum Amendment #1 to the Master Agreement of the State of Montana Term Contract attached hereto as Exhibit B and by this reference made a part thereof.

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

1. **Purpose:** City agrees to hire Contractor as an independent contractor to perform the services of constructing a synthetic soccer and lacrosse field described in the Scope of Work attached hereto as Exhibit “C” and by this reference made a part hereof.

2. **Effective Date:** This Agreement is effective upon the date of its execution and will terminate on March 31, 2020. The parties may extend this agreement, by mutual concurrence, for up to 90 days in writing prior to its termination.

3. **Scope of Work:** The Contractor shall perform the services outlined in Exhibit “C”. In performing these services, the Contractor shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefor, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

4. **Payment:** City agrees to pay Contractor **One Million Five Hundred Fourteen Thousand Five Hundred Eighty Two Dollars and Seventy One Cents (\$1,514,582.71)** for the work described in the Scope of Work in Exhibit “C”. Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing. Except as otherwise specified herein, the Contractor shall invoice the City monthly (or on such other basis as the Parties may mutually determine) for all services rendered



pursuant to this Agreement. Such invoices shall specify the services provided to the City during the preceding month and identify the applicable fees, and shall be accompanied by reasonable documentation or other reasonable explanations supporting such charges.

Except as otherwise specified herein, the City shall pay, net of applicable withholding tax, if any, the Contractor for said invoice within thirty (30) days after receipt.

If partial payment is requested by Contractor, it shall be made upon invoice and said estimate being proportioned to the work completed by the Contractor. City shall deduct five percent (5%) from each pay estimate to be held until the completion of the final scope of work. The final payment shall be made only after acceptance of final invoice by the City, and determination has been made by the City that the scope of work has been satisfactorily completed.

5. Independent Contractor Status: The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Contractor is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

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

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

6. Indemnity and Insurance: Contractor agrees to indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or its agents or employees. **For this purpose, Contractor shall provide City with proof of both Commercial General liability and automobile insurance each issued by a reliable company or companies for personal injury and property damage, in an amount not less than \$1.5 million per occurrence.**



The City shall be listed as an additional insured on all policies except Professional Liability and Worker’s Compensation Policies. The insurance must be in a form suitable to City.

Contractor shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount

7. Warranty: Contractor warrants that all services and work will be performed in a good workman-like manner. Contractor acknowledges that it will be liable for any breach of this warranty from the time services are completed as described in the Scope of Work in Exhibit “C”.

8. Compliance with Laws: Contractor agrees to comply with all federal, state, and local laws, ordinances, rules and regulations. Contractor agrees to purchase a City business license.

Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or non-construction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Unless superseded by federal law, each contractor shall ensure that at least 50% of the contractor’s workers performing labor on a construction project are bona fide Montana residents. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of \$25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

Section 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA. Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis.

Furthermore, Section 18-2-417, requires allowance for a 3% annual increase in wages for a multiyear contract. (1) Any public works contract that by the terms of the original contract calls for



more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract. (2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract. (3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency.

Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

The nature of the work performed or services provided under this contract meets the statutory definition of a "public works contract" under section 18-2-401(11)(a), MCA, and falls under the category of Heavy Construction services. The booklet containing Montana's 2019 Rates for Heavy Construction is attached (see Exhibit D) and may also be found at <http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates>.

9. Contractors' Gross Receipts Tax: Contractor understands that all contractors or subcontractors working on a publicly funded construction project, including any work requiring the installation, addition, placement, replacement, or removal of any equipment, parts, structures, or materials of any kind whatsoever, are required to pay or have withheld from earnings one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more.

10. Nondiscrimination: Contractor agrees that all hiring by Contractor of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

The Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

11. Default and Termination: If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party may, at its option, terminate this



Agreement and be released from all obligations if the default is not cured within ten (10) calendar days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

12. Liaison: City's designated liaison with Contractor is Mark Jarvis and Contractor's designated liaison with City is Jed Easterbrook.

13. Governing Law and Venue: This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

14. Severability: Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

15. Successors and Assigns: Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

16. Ownership of Documents: All documents, data, drawings, specifications, software applications and other products or materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Contractor are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Contractor harmless for such use. All or any portions of materials, products and documents produced under this Agreement may be used by the Contractor upon confirmation from the City that they are subject to disclosure under the Public Disclosure Act. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City. The Contractor shall preserve the confidentiality of all City documents and data accessed for use in Contractor's work product.



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

CITY OF BILLINGS, MONTANA

BUSINESS NAME (CONTRACTOR)

By _____
CHRIS A. KUKULSKI,
CITY ADMINISTRATOR

Signature

APPROVED AS TO FORM:

Print Name

By _____
BRENT BROOKS, CITY Attorney

Print Title

APPROVED AS TO FORM:

By _____
BRENT BROOKS, City Attorney



Exhibit A

**State of Montana Term Contract, the Participating Addendum and
the Master Agreement**



Exhibit B

**Participating Addendum Amendment #1 to the Master Agreement
of the State of Montana Term Contract**



Exhibit C

Scope of Work

A. General

This work consists of designing and constructing a synthetic turf soccer and Lacrosse field, FieldTurf Vertex 2” (FTVTP-2) on approximately 87,400 square foot (380’ x 230’) area at Amend Park, Billings Montana, as outlined below. Contractor shall furnish all documents, labor, materials, equipment, supplies, permits, approvals and incidentals necessary to conduct and complete the Contractor’s portion of the project as defined herein and deliver to Billings all plans, specifications and other materials as designated herein.

Ascertain such information as may have a bearing on the work from local units of government, utility companies, and private organizations and shall be authorized to procure information from other authorities besides Billings, but shall keep Billings advised as to the extent of these contacts and the results thereof.

Name a Task Director who shall be the liaison between Billings and the Contractor. For this project, the Project Leader designated for the Contractor is _____.

B. Installation Timeframe

Time is of the essence; all construction work must be completed by March 31, 2020.

C. Civil Engineering and Design Services

1. Provide design and construction documentation services for this project including but not necessarily limited to the following:
 - i. Review and follow requirements in existing Geotechnical Report (see Exhibit E) including all required testing.
 - ii. Meet and coordinate with City of Billings Public Works Department to design necessary stormwater management facilities and structures to meet all City stormwater requirements. Obtain Public Works approval of design, calculations and permits prior to construction.
 - iii. Develop a Public Works approved erosion control plan and obtain all necessary permits. Including inlet protection, rock entrance, sweeping, BMPs, etc.
 - iv. Develop construction documents approved by City (Parks and Recreation Department) to include the following:
 1. Layout plan.
 2. Grading plan.
 3. Stormwater plan.
 4. Utility plan.



5. Electrical and lighting plan
 6. Field marking plan
 7. Detail plans including but not limited to curbs, sidewalks, fencing, piping/drainage system, base section, stormwater, electrical, site restoration and other details as required for installation of the field and related improvements.
- v. Construction documents shall be sealed by an Engineer registered in the State of Montana.
 - vi. Provide “As Built” drawings, one copy of O and M manuals, warranties, testing results and certificates. Also, provide training for operation and maintenance of all equipment and facilities 30 days after substantial completion and prior to final payment.
 - vii. Provide construction survey and layout.
 - viii. Provide onsite construction supervisor to manage and supervise all work.
 - ix. Demolish and remove existing irrigation system as applicable. Coordinate with City (Parks and Recreation Department).
 - x. Mass excavation to subgrade.
 1. Strip topsoil in field and haul off.
 2. Cut field to proposed subgrade and haul off site.
 - xi. Structural fill soil to conform to Geotechnical Report.
 1. Cut and haul off material as necessary.
 2. Grade and compact subgrade.
 3. Furnish and install Mirafi 180N fabric on subgrade.
 4. Import and place structural fill material as necessary.
 - xii. Laser grade and compact subgrade.
 - xiii. Furnish and install concrete curb (6”x 12”) and field nailer board around field including all necessary site preparation work.
 - xiv. Furnish and install one 40’ x 100’ x 6” thick concrete bleacher pad including all necessary site preparation work with a minimum 4” crushed rock base.
 - xv. Furnish and install 10’ wide by 4” thick concrete perimeter walk around field including all necessary site preparation work with a minimum 4” crushed rock base. Sidewalk must connect to existing plaza sidewalk.
 - xvi. Sidewalk and bleacher pad shall conform to all ADA requirements and provide a continuous accessible route from the existing plaza sidewalk.
 - xvii. Furnish and install perforated drainage system in field in accordance to approved drainage system plan. Connect to existing stormwater structures as required.
 - xviii. Furnish and install 4 oz. geotextile fabric on subgrade underneath field.
 - xix. Furnish and install minimum 4” permeable base stone on field.
 - xx. Furnish and install 2” permeable top stone under field.



- xxi. Laser grade field to manufacturer tolerances for turf installation.
- xxii. Furnish and install 4' vinyl coated chain link fence around perimeter of field including two pedestrian gates (ADA accessible) and one maintenance gate minimum 12' wide.
- xxiii. Furnish and install one set of soccer goals.
- xxiv. Furnish and install 500-seat bleacher system.
- xxv. Furnish and install Musco Light-Structure System – TLC for LED technology in accordance with manufacturer's requirements complete including:
 - 1. Four pre-cast concrete bases; Four galvanized steel poles; Remote electrical component enclosures; Pole length wire harnesses; Factory-aimed and assembled luminaries.
 - 2. Verify power supply is adequate to meet lighting needs and connect to existing power supply system.
 - 3. Provide minimum 50 footcandles.
- xxvi. Grade and seed all disturbed areas with City (Parks and Recreation Department) approved seed mix.
- xxvii. Contractor is responsible to secure the construction site, to keep the site safe at all times and to prevent access by unauthorized persons.
- xxviii. Maintain site in neat and safe condition. Police site daily and remove all trash and debris immediately.
- xxix. Damage to existing site elements caused by Contractor shall be repaired to City satisfaction at Contractor's expense.

D. FieldTurf System Installation

- 1. Installation of artificial in-fill grass surface in accordance with manufacturer's requirements.
- 2. Inlay soccer markings
- 3. Inlay lacrosse markings
- 4. Provide Groomright and Sweepright maintenance equipment.
- 5. Conduct GMAX testing and provide a written report verifying that the field is in compliance with manufacturer's requirements, industry standards and applicable governmental regulations.

E. Warranty

- 1. Provide an eight year 3rd party pre-paid insured warranty for the FieldTurf synthetic grass surface system.



Exhibit D

Prevailing Wage Rates for Heavy Construction Services 2019



Exhibit E

Geotechnical Report

STATE OF MONTANA TERM CONTRACT

Department of Administration
State Procurement Bureau
165 Mitchell Building
PO Box 200135
Helena, MT 59620-0135
Phone: (406) 444-2575 Fax: (406) 444-2529
TTY Users-Dial 711
<http://gsd.mt.gov/>

T.C. #: 082114 FTU

**Title: Indoor-Outdoor Athletic Surfacing with Related Equipment Products,
Supplies, Installation and Services
NJPA Cooperative Purchasing**

CONTRACT TERM	FROM	September 16, 2014	CONTRACT STATUS	NEW (x)
	TO	September 16, 2019		RENEW ()
VENDOR ADDRESS	Fieldturf USA, Inc. 7445 Cote-DE-Liesse, Ste. 200 Montreal, Quebec H4T 1G2		ORDER ADDRESS	
ATTN:	Eric Fisher		ATTN:	
PHONE:	(888) 209-0065 ext. 246		PHONE:	
FAX:			FAX:	
E-MAIL:	Eric.fisher@fieldturf.com		E-MAIL:	

PRICES: Per Contract Agreement
DELIVERY: Per Contract Agreement
F.O.B.: Per Contract Agreement
TERMS: Per Contract Agreement

REMARKS: ***FOR UNIVERSITY USE ONLY***

IFB/RFP No.: 082114

Tia Snyder, CONTRACTS OFFICER

DATE: 10/02/2018

AUTHORIZED SIGNATURE

PARTICIPATING ADDENDUM
NJPA Cooperative Purchasing
Indoor-Outdoor Athletic Surfacing with Related Equipment Products,
Supplies, Installation and Services

MASTER AGREEMENT
FieldTurf USA, Inc.
(hereinafter "Contractor")
Contract Number: 082114 FTU
And
Montana University System
(hereinafter "Participating Entity")

Page 1 of 4

1. Scope: This addendum covers the NJPA Indoor-Outdoor Athletic Surfacing with Related Equipment Products, Supplies, Installation and Services for use by the Participating Entity, including all state universities and colleges therein.

2. Participation: Use of specific cooperative contracts by the Participating Entity is authorized by the State of Montana's statutes and is subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating Entity Modifications or Additions to Master Agreement:

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

HOLD HARMLESS/INDEMNIFICATION: The Contractor agrees to protect, defend, and save the 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 the Contractor'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 acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

REDUCTION OF FUNDING: The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

PARTICIPATING ADDENDUM
NJPA Cooperative Purchasing
Indoor-Outdoor Athletic Surfacing with Related Equipment Products,
Supplies, Installation and Services

MASTER AGREEMENT
 FieldTurf USA, Inc.
 (hereinafter "Contractor")
 Contract Number: 082114 FTU
 And
 Montana University System
 (hereinafter "Participating Entity")

Page 2 of 4

VENUE: This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

4. Primary Contacts: The primary contact individuals for this participating addendum are as follows (or their named successors):

Contractor

Name	Eric Fisher, FieldTurf USA, Inc.
Address	
Telephone	888-209-0065 ext. 246
Fax	
E-mail	eric.fisher@fieldturf.com

Participating Entity

Name	Tom Hastings, State Procurement Office, State of Montana
Address	125 North Roberts, Rm 165 Helena, MT 59620
Telephone	406-444-0338
Fax	406-444-2529
E-mail	thastings@mt.gov

Participating Entity

Name	Brian O'Connor, Montana State University
Address	PO Box 172600, Bozeman, MT 59717-2600
Telephone	406-994-5016
Fax	406-994-3000
E-mail	boconnor@montana.edu

Participating Entity

Name	Robert Hlynosky, University of Montana
Address	32 Campus Dr. MS 2304, Missoula, MT 59812
Telephone	406-243-5595
Fax	
E-mail	Bob.Hlynosky@mso.umt.edu

**PARTICIPATING ADDENDUM
NJPA Cooperative Purchasing
Indoor-Outdoor Athletic Surfacing with Related Equipment Products,
Supplies, Installation and Services**

MASTER AGREEMENT
FieldTurf USA, Inc.
(hereinafter "Contractor")
Contract Number: 082114 FTU
And
Montana University System
(hereinafter "Participating Entity")



Page 3 of 4

This Participating Addendum and the Master Agreement number 082114 FTU together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating Entity.

**PARTICIPATING ADDENDUM
 NJPA Cooperative Purchasing
 Indoor-Outdoor Athletic Surfacing with Related Equipment Products,
 Supplies, Installation and Services**

MASTER AGREEMENT
 FieldTurf USA, Inc.
 (hereinafter "Contractor")
 Contract Number: 082114 FTU
 And
 Montana University System
 (hereinafter "Participating Entity")

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Montana	Contractor: FieldTurf USA, Inc.
By: 	By: 
Name: Stephen Baiamonte	Name: Alain Tongban
Title: Administrator, General Services Division	Title: Chief Financial Officer
Date: 07 JAN 2015	Date: December 12th 2014

PARTICIPATING ADDENDUM
SOURCEWELL (Formerly NJPA) Cooperative Purchasing
Indoor-Outdoor Athletic Surfacing with Related Equipment Products,
Supplies, Installation and Services

AMENDMNET #1
MASTER AGREEMENT
FieldTurf USA, Inc. (hereinafter "Contractor")
Contract Number: 082114 FTU
And
Montana University System (hereinafter "Participating Entity")

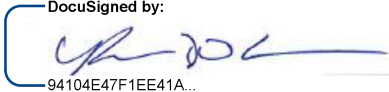

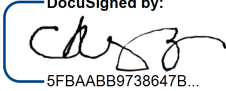
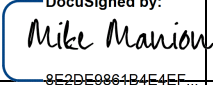
The Participating Entity and Contractor agree to make the following change to the Participating Addendum executed January 7, 2015 (new language underlined):

Contractor shall offer its products and services to public procurement units at the same prices and under the same terms and conditions as stated in this Contract. A public procurement unit is (i) a local or state entity or official of Montana or any other state authorized to expend public funds for the procurement of supplies and/or services or (ii) a federal or tribal entity or official authorized to expend public funds for the procurement of supplies and/or services. The State Procurement Bureau makes no guarantee any public procurement unit will participate in this Contract.

Except as modified above, all other terms and conditions of the Participating Addendum remain unchanged.

**PARTICIPATING ADDENDUM
SOURCEWELL (Formerly NJPA) Cooperative Purchasing
Indoor-Outdoor Athletic Surfacing with Related Equipment Products,
Supplies, Installation and Services**

AMENDMNET #1
MASTER AGREEMENT
FieldTurf USA, Inc. (hereinafter "Contractor")
Contract Number: 082114 FTU
And
Montana University System (hereinafter "Participating Entity")

Participating Entity: Montana University System	Contractor: FieldTurf USA, Inc.
Signature:  <small>DocuSigned by: 94104E47F1EE41A...</small>	Signature:  <small>DocuSigned by: AEC894FF8DDB441...</small>
Name: Brian O'Connor	Name: Darren Gill
Title: Chief Procurement Officer, Montana University System	Title: Vice President - Marketing, Innovation, Customer
Date: 6/7/2019	Date: 6/5/2019
Participating Entity: State of Montana	
Signature:  <small>DocuSigned by: 5FBAABB9738647B...</small>	
Name: Cheryl Grey	
Title: Administrator, State Financial Services Division	
Date: 6/7/2019	
Approved as to Legal Content: Mike Manion  <small>DocuSigned by: 8E2DE0861B4E4EF...</small>	
Date: 5/31/2019	

**MONTANA
PREVAILING WAGE RATES FOR HEAVY CONSTRUCTION SERVICES 2019**

Effective: January 26, 2019

**Steve Bullock, Governor
State of Montana**

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

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

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

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

MONTANA PREVAILING WAGE REQUIREMENTS

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

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

All Montana Prevailing Wage Rates are available on the internet at www.mtwagehourbopa.com or by contacting the department at (406) 444-6543.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at www.mtwagehourbopa.com or contact the department at (406) 444-6543.

GALEN HOLLENBAUGH
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of Publication January 26 2019

B. Definition of Heavy Construction

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

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

C. Definition of Public Works Contract

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

D. Prevailing Wage Schedule

This publication covers only Heavy Construction occupations and rates in the specific localities mentioned herein. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Building Construction, Highway Construction and Nonconstruction Services occupations can be found on the internet at www.mtwagehourbopa.com or by contacting the department at (406) 444-6543.

E. Rates to Use for Projects

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

F. Wage Rate Adjustments for Multiyear Contracts

Section 18-2-417, MCA states:

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

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

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

G. Fringe Benefits

Section 18-2-412, MCA states:

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

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

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

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

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

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

H. Dispatch City

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

I. Zone Pay

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

J. Computing Travel Benefits

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

K. Per Diem

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

L. Apprentices

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

M. Posting Notice of Prevailing Wages

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

N. Employment Preference

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

O. Projects of a Mixed Nature

Section 18-2-408, MCA states:

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

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

P. Occupations Definitions

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

http://www.bls.gov/oes/current/oes_stru.htm

Q. Welder Rates

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

R. Foreman Rates

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

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

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

WAGE RATES

BOILERMAKERS

Wage	Benefit
\$32.19	\$30.61

Duties Include:

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

Travel:

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

Special Provision:

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

Per Diem:

0-70 mi. free zone
>70-120 mi. \$65.00/day
>120 mi. \$80.00/day

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BRICK, BLOCK, AND STONE MASONS

Wage	Benefit
\$33.68	\$14.89

Travel:

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

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CARPENTERS

Wage	Benefit
\$30.00	\$13.07

Zone Pay:

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

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CEMENT MASONS AND CONCRETE FINISHERS

Wage	Benefit
\$22.21	\$12.18

Duties Include:

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

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Zone Pay:

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

CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

Wage	Benefit
\$27.41	\$13.25

This group includes but is not limited to:

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

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Zone Pay:

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

CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

Wage	Benefit
\$28.20	\$13.25

This group includes but is not limited to:

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

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Zone Pay:

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

CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

Wage	Benefit
\$28.95	\$13.25

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

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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

Wage	Benefit
\$29.95	\$13.25

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

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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

Wage	Benefit
\$30.95	\$13.25

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

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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

Wage	Benefit
\$31.95	\$13.25

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

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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

Wage	Benefit
\$32.95	\$13.25

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

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

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CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

Wage	Benefit
\$21.58	\$9.22

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

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CONSTRUCTION LABORERS GROUP 2

Wage	Benefit
\$24.40	\$9.22

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

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

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CONSTRUCTION LABORERS GROUP 3

Wage	Benefit
\$24.54	\$9.22

This group includes but is not limited to:

Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzleman; Jackhammer (Pavement Breaker) Non-Riding Rollers; Pipelayer; Posthole Digger (Power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-Power and Tamper.

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Zone Pay:

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

CONSTRUCTION LABORERS GROUP 4

Wage	Benefit
\$25.26	\$9.22

This group includes but is not limited to:

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

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Zone Pay:

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

DIVERS

	Wage	Benefit
Stand-By	\$38.76	\$16.40
Diving	\$77.52	\$16.40

Depth Pay (Surface Diving)

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

Diving In Enclosures

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

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Zone Pay:

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

DIVER TENDERS

Wage	Benefit
\$37.76	\$16.40

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

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Zone Pay:

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

ELECTRICIANS

Wage	Benefit
\$34.08	\$14.59

Travel:

No mileage due when traveling in employer's vehicle.

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

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

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HEATING AND AIR CONDITIONING

Wage	Benefit
\$29.62	\$18.00

Duties Include:

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

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Travel:

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

Per Diem:

\$70/day

INSULATION WORKERS - MECHANICAL (HEAT AND FROST)

Wage	Benefit
\$36.67	\$19.47

Duties Include:

Insulate pipes, ductwork or other mechanical systems.

Travel:

- 0-30 mi. free zone
- >30-40 mi. \$20.00/day
- >40-50 mi. \$30.00/day
- >50-60 mi. \$40.00/day
- >60 mi. \$45.00/day plus
 - \$0.56/mi. if transportation is not provided.
 - \$0.20/mi. if in company vehicle.
- >60 mi. \$86.00/day on jobs requiring an overnight stay plus
 - \$0.56/mi. if transportation is not provided.
 - \$0.20/mi. if in company vehicle.

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IRONWORKERS - STRUCTURAL STEEL AND REBAR PLACERS

Wage	Benefit
\$27.75	\$25.45

Duties Include:

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

Travel:

- 0-45 mi. free zone
- >45-60 mi. \$40.00/day
- >60-100 mi. \$65.00/day
- >100 mi. \$85.00/day

Special Provision:

When the employer provides transportation, travel will not be paid. However, when an employee is required to travel over 70 miles one way, the employee may elect to receive the travel pay in lieu of the transportation.

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LINE CONSTRUCTION – EQUIPMENT OPERATORS

Wage	Benefit
\$35.04	\$14.58

Duties Include:

All work on substations

Travel:

- No Free Zone
- \$60.00/day

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LINE CONSTRUCTION – GROUNDMAN

Wage	Benefit
\$27.35	\$13.70

Duties Include:

All work on substations

Travel:

- No Free Zone
- \$60.00/day

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LINE CONSTRUCTION – LINEMAN

Wage	Benefit
\$45.74	\$15.89

Travel:
No Free Zone
\$60.00/day

Duties Include:
All work on substations

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MILLWRIGHTS

Wage	Benefit
\$33.00	\$13.07

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

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PAINTERS

Wage	Benefit
\$26.08	\$16.17

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

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

No free zone.
\$0.60/mi.

Per Diem:
\$80.00/day

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PILE BUCKS

Wage	Benefit
\$30.00	\$13.07

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

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

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PLUMBERS, PIPEFITTERS, AND STEAMFITTERS

Wage	Benefit
\$35.66	\$18.36

Duties Include:

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

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Travel:

0-70 free zone
>70 mi.

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

SHEET METAL WORKERS

Wage	Benefit
\$29.62	\$18.00

Duties Include:

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

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Travel:

0-50 mi. free zone
>50 mi.

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

Per Diem:

\$70.00/day

SOLAR PHOTOVOLTAIC INSTALLERS

Wage	Benefit
\$33.58	\$14.56

Travel:

No mileage due when traveling in employer's vehicle.

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

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

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TRUCK DRIVERS

Pilot Car Driver

No Rate Established

	Wage	Benefit
Truck Driver	\$28.88	\$9.37

Group 2:

Combination Truck and Concrete Mixer and Transit Mixer; Dry Batch Trucks; Distributor Driver; Dumpman; Dump Trucks and similar equipment; Dumpster; Flat Trucks; Lumber Carriers; Lowboys; Pickup; Powder Truck Driver; Power Boom; Serviceman; Service Truck/Fuel Truck/Tireperson; Truck Mechanic; Trucks with Power Equipment; Warehouseman, Partsman, Cardex and Warehouse Expeditor; Water Trucks.

Zone Pay:

All Districts

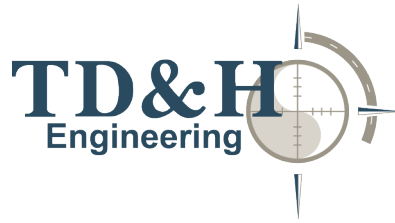
0-30 mi. free zone

>30-60 mi. base pay + \$3.05/hr.

>60 mi. base pay + \$.485/hr.

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234 E. Babcock, Suite 3
Bozeman, MT 59715



406.586.0277
tdhengineering.com



<https://www.visitbillings.com/visit/143/Amend-Park>

REPORT OF GEOTECHNICAL INVESTIGATION

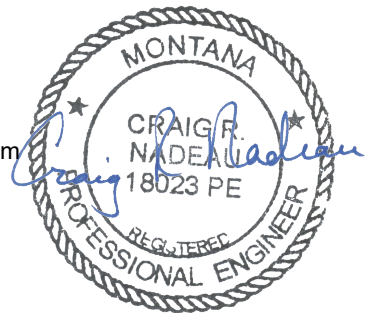
AMEND PARK TURF FIELD BOZEMAN, MONTANA

CLIENT

Fieldturf
903 N. Opdyke Rd, Suite A1
Auburn Hills, MI 48326

ENGINEER

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JOB NO. B19-001-001

FEBRUARY 2019

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- ◆ Test Pit Location Map (Figure 1)
- ◆ Logs of Exploratory Test Pits (Figures 2 through 5)
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- ◆ Soil Classification and Sampling Terminology for Engineering Purposes
- ◆ Classification of Soils for Engineering Purposes

**GEOTECHNICAL REPORT
AMEND PARK TURF FIELD
BILLINGS, MONTANA**

1.0 EXECUTIVE SUMMARY

The geotechnical investigation for the proposed artificial turf field to be built within Amend Park in Billings, Montana, encountered surficial sandy lean clay overlying clayey sand and sandy silt soils to depths of at least 10.6 feet. The native soils do not pose a considerable engineering risk to the planned construction; however, they are considered relatively loose and prone to settlement. In our experience, similar turf systems can be adversely impacted by differential settlements and often require snow removal equipment and maintenance equipment which could cause some rutting. Thus, an additional gravel base and separation geotextile beneath the turf system would be advantageous to improve long-term performance. The native soils were at or slightly below the optimum moisture content at the time of our investigation. Thus, compaction of the native soils should be possible depending on the time of construction. During the early spring elevated moisture contents associated with recent snow melt may preclude proper compaction and would warrant modification to the recommendations provided.

2.0 INTRODUCTION

2.1 Purpose and Scope

This report presents the results of our geotechnical study for the proposed artificial turf field to be located within Amend Park on the north side of King Avenue East in Billings, Montana. The purpose of the geotechnical study is to determine the general surface and subsurface conditions at the proposed site and to develop geotechnical engineering recommendations for the subgrade preparation beneath the field. This report describes the field work and laboratory analyses conducted for this project, the surface and subsurface conditions encountered, and presents our recommendations for the proposed turf field.

Our field work included excavating four test pits around the perimeter of the planned turf field. Samples were obtained from the test pits and returned to our Great Falls laboratory for testing. Laboratory testing was performed on selected soil samples to determine engineering properties of the subsurface materials. The information obtained during our field investigations and laboratory analyses was used to develop recommendations for the subgrade preparation beneath the artificial turf system.

This study is in accordance with the proposal submitted by Mr. Ahren Hastings, PE of our firm dated October 17, 2018. Our work was authorized to proceed by Ms. Lisa Rosauer, CFB of Fieldturf by her signed acceptance of our proposal.

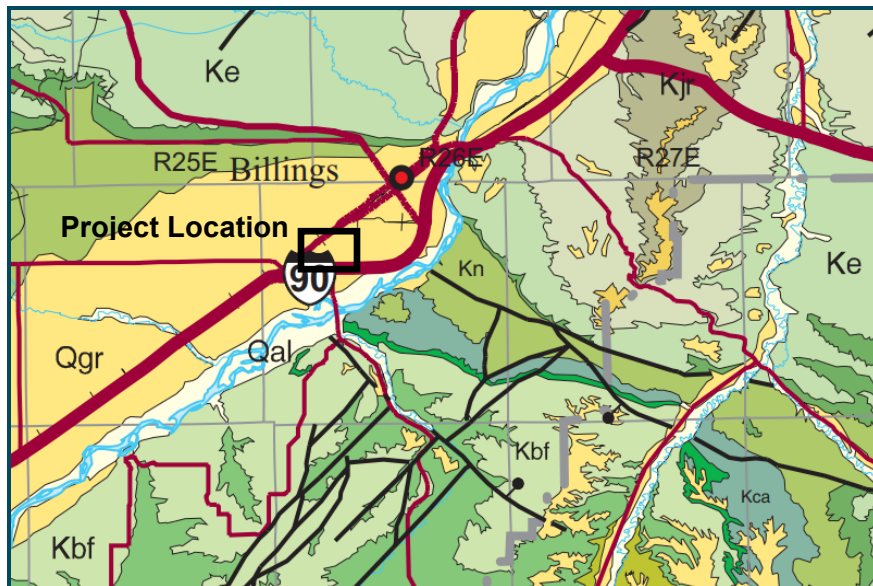
2.2 Project Description

It is our understanding that the project includes the construction of a new artificial turf field being approximately 420 feet by 290 feet in plan. The field is to be located on the north side of King Avenue East in Amend Park. The site is located north and east of the existing parking lots.

3.0 SITE CONDITIONS

3.1 Geology and Physiography

The site is geologically characterized as consisting of alluvium comprised mainly of valley fill which consists of silt, sand, and gravel. A water well log for the irrigation well within Amend Park that was drilled for the City of Billings in July 1995 indicates approximately 20 feet of surficial clay, sand, and silt material underlain by water bearing sand and gravel. This log also indicates a static water level of approximately 17 feet. A copy of this water well log has been included in the appendix for your reference.



Geologic Map of Montana, Edition 1.0 (2007)
Montana Bureau of Mines & Geology

3.2 Surface Conditions

The proposed project site is located within Amend Park on the north side of King Avenue East in Billings, Montana. The project site currently consists of sod fields utilized for various sporting activities and park events. The topography is considered nearly level.

3.3 Subsurface Conditions

3.3.1 Soils

The subsurface soil conditions appear to be relatively consistent based on our exploratory excavations and soil sampling. In general, the subsurface soil conditions encountered within the test pits consist of intermixed deposits of clayey sand, sandy lean clay, and sandy silt. All the materials appear to be a nearly even split between fine-graded sand and fines (silt and clay); however, some variations in the materials plasticity was observed. Similar

subsurface conditions extend to a depth of at least 10.6 feet, the maximum depth investigated. The three materials encountered are visually very similar and they may not be distinguishable from one another during excavation. Breaks between materials types were estimated based on variations in moisture content, plasticity, and other parameters measured in the laboratory.

The subsurface soils are described in detail on the enclosed test pit logs and are summarized below. The stratification lines shown on the logs represent approximate boundaries between soil types and the actual in situ transition may be gradual vertically or discontinuous laterally.

All of the samples collected from this investigation appeared relatively similar but some slight variations in the material plasticity were noted. The southern end of the project appears to be more clay dominant with clayey sand and sandy lean clay being the major strata. To the north, surficial sandy lean clays are underlain by sandy silt. All these materials are considered relatively loose based on the ease of excavation and the apparent density of the material. Three samples of the materials contained no gravel, between 44 and 55 percent sand, and between 45 and 56 percent fines (clay and silt). The majority of the sand from each sample is considered fine sand with particle diameters being smaller than 0.09 mm. Two samples classifying as either sandy lean clay or clayey sand exhibited liquid limits of 27 to 36 percent and plasticity indices of 17 each. A single sample of sandy silt exhibited a liquid limit of 21 percent and a plasticity index of 20 percent. The natural moisture contents varied from 9 to 18 percent and averaged 12.6 percent.

A bulk sample of the sandy silt obtained from test pit TP-3 was tested in accordance with ASTM D698 to evaluate its compactive properties. This test resulted in a maximum dry density of 111.5 pounds per cubic foot at an optimum moisture of 14.8 percent. The same materials when compacted at its optimum moisture to at least 95 percent of the maximum dry density exhibited a CBR value (in accordance with ASTM D1883) of 9.9 percent. A single undisturbed sample of the sandy silt was obtained from test pit TP-4 using a Shelby tube. This sample exhibited an in-situ dry density of approximately 87.7 pounds per cubic foot; thus, the relative compaction of the in-situ soils is approximately 79 percent based on the laboratory proctor performed on a similar material.

3.3.2 Ground Water

Ground water or signs of free water were not encountered in any of the test pits performed on this project to depths of at least 10.6 feet. An existing well log for an irrigation well within the park indicates ground water to be at depths greater than 17 feet. The presence or absence of observed water may be directly related to the time of the subsurface investigation. Numerous factors contribute to seasonal ground water occurrences and fluctuations, and the evaluation of such factors is beyond the scope of this report.

4.0 ENGINEERING ANALYSIS

4.1 Introduction

The native soils do not pose a considerable engineering risk to the planned construction; however, they are considered relatively loose and could realize some settlement and rutting associated with vehicles for snow removal and other maintenance activities. Proper compaction of the native subgrade combined with a limited thickness of base course gravel should be adequate to provide a reasonable level of performance during typical maintenance activities.

4.2 Site Grading and Excavations

The ground surface at the proposed site is considered very level and is currently utilized as sod surfaced soccer fields in the existing park. Based on our field work, sandy lean clay, clayey sand, and sandy silt which are all visually very similar will be anticipated across the project site. Based on the test pits, ground water is not anticipated to be encountered based on the limited depth of excavation expected for this project.

4.3 Soil Shrink-Swell

Based on the plasticity data collected from laboratory tests, the site soils are considered only marginally expansive and are not anticipated to have any significant impact to the proposed construction. During previous projects involving turf applications, the use of the Vertical Potential Rise (VPR) calculation method was referenced. This approach, which utilizes an empirically based methodology to calculate a potential rise of the subgrade soils based on the soil liquid limit, plasticity index, and natural moisture content, was also utilized as part of our analysis. The VPR calculation predicted potential vertical movements on the order of 0.5 to 0.6-inch. It is our understanding that conventional turf construction can generally accommodate VPR values of up to one inch; thus, no additional subgrade improvements are required based on the expansive properties of the site soils.

4.4 Frost Heave & Snow Removal

Frost penetration depth in the Billings area is typically 36 inches below finish grade as specified in the design criteria for new foundation within the City of Billings. The native soils are considered to be high to very high frost susceptibility and are classified as F3 or F4 soils in accordance with the Federal Highway Administration (FHWA) classification system. While the native soils are considered frost susceptible, the relatively low in-situ moisture contents and the depth of ground water reduce the risk of frost related movements. Proper storm water management practices will be critical in eliminating potential subsurface moisture beneath the turf system which can exacerbate potential frost heave.

Turf systems utilized throughout Montana will require snow removal activities throughout the intended period of use. We understand that Fieldturf typically restricts vehicle use on the turf surfacing to those which limit contact pressures to less than 70 pounds per square inch (psi), which

is a pressure typical of most small to midsize trucks. Thus, the turf system will function in some ways as a light traffic, low frequency roadway and needs to be designed to resist rutting or deflection of the subgrade which would hinder the performance of the turf system. In order to support the typically allowable snow removal equipment, a base layer of gravel is warranted beneath the turf section to help distribute wheel loads to the subgrade and control potential rutting. The anticipated turf section is to include approximately four inches of drain rock. This material is expected to be open-graded and thus is not considered structural and should not be included in the required depth of base gravel. Our analyses indicate that an additional compacted base course gravel thickness of at least 12 inches is warranted over the compacted subgrade to achieve suitable performance levels based on the anticipated snow removal and maintenance vehicle use. This gravel thickness beneath the turf section is suitable for the anticipated tire pressures which we understand are limited to 70 psi based on the Fieldturf Warranty documents. If tire contact pressures are anticipated to exceed this 70 psi requirement, a thicker gravel section may be warranted, and we should be consulted to reevaluate our recommendations.

4.5 Geotextiles

A separation fabric should be placed between the fine-grained subgrade and the required gravel course to prevent the migration of fines and the potential loss of aggregate into the subgrade during high moisture periods. Prior to geotextile installation, the native soils should be moisture conditioned and compacted to further improve the turf performance. A minimum compaction requirement has been specified in the recommendations section of this report.

4.6 Percolation Rate

Field percolation tests were not included as part of our scope of work for this project. However, based on the results of the laboratory testing performed on samples of the native soils, we have estimated the percolation rate for the various materials based on their gradational properties. The value of K_{sat} , the saturated permeability, was calculated based on the gradation properties for the three samples tested in our laboratory. Based on the results of laboratory testing, the on site soils are theoretically capable of realizing permeabilities on the order of 2.7 to 4.4 inches per hour.

The values provided above are completely theoretical based on the gradational properties of the materials; thus, they must be corrected to account for site variability and other factors. The total correction factor to be applied to the estimated infiltration rate for the native soils was determined to be 0.12, and this value is the product of the site variability factor of 0.33, the test methodology factor of 0.40, and the influent control factor of 0.9. A maximum infiltration rate of 0.4 inches per hour is appropriate for the native soils in the absence of site-specific infiltration testing at the planned subgrade elevation.

5.0 RECOMMENDATIONS

5.1 Site Grading and Excavations

1. All topsoil and organic material should be removed from the proposed construction limits and all areas which will receive site grading fill material. For planning purposes, a limited stripping thickness of four to six inches should be adequate to remove the existing organic material. Thicker stripping depths may be warranted in localized areas and should be determined once actual stripping operations are performed.
2. All fill should be non-expansive and free of organics and debris. All fill should be placed in uniform lifts not exceeding 8 inches in thickness for fine-grained soils and not exceeding 12 inches for granular soils. All materials compacted using hand compaction methods or small walk-behind units should utilize a maximum lift thickness of 6 inches to ensure adequate compaction throughout the lift. All fill and backfill shall be compacted to the following percentages of the maximum dry density determined by a standard proctor test which is outlined by ASTM D698 or equivalent (e.g. ASTM D4253-D4254).
 - a) Subgrade Beneath Structural Fill..... 98%
 - b) Structural Fill Beneath Turf Section..... 98%
 - c) General Site Grading Fill..... 95%
3. Imported structural fill should be non-expansive, free of organics and debris, and conform to the material requirements outlined in Section 02235 of the Montana Public Works Standard Specifications (MPWSS). All gradations outlined in this standard are acceptable for use on this project; however, conventional proctor methods (outlined in ASTM D698) shall not be used for any materials containing less than 70 percent passing the 3/4-inch sieve. Conventional proctor methods are not suitable for these types of materials, and the field compaction value must be determined using a relative density test outlined in ASTM D4253-4254.
4. A non-woven separation geotextile is recommended between the prepared subgrade and the required structural fill to prevent the upward migration of fines or loss of aggregate into the subgrade. A Mirafi 180N or equivalent geotextile is appropriate.
5. For conventional turf construction and use, the turf system should overlie a minimum thickness of 12 inches of compacted structural fill (Item 3) which is separated from the prepared subgrade by a suitable geotextile (Item 4). This thickness of structural fill is intended to accommodate tire contact pressures of up to 70 psi during snow removal and other maintenance activities. If vehicles which apply higher contract pressures are anticipated to be utilized on the field, we must be consulted to determine if additional subgrade improvement is warranted.

The use of finer-graded materials, such as a ¾-inch minus, complying with Item 3 above should be considered as this material is leveled more readily and will provide easier control of the grade directly beneath the turf section.

6. Subsurface drain beneath the field and perimeter drains are recommended at the subgrade elevation around the field perimeter to remove surface infiltration. Drains should discharge directly to the site storm water system.

Design of storm water systems should utilize an assumed infiltration rate of 0.4 inches per hour or less for the native soils unless site specific infiltration tests are performed.

7. It is the responsibility of the Contractor to provide safe working conditions in connection with underground excavations. Temporary construction excavations greater than four feet in depth, which workers will enter, will be governed by OSHA guidelines given in 29 CFR, Part 1926. For planning purposes, subsoils encountered in the test pits are considered Type C. The soil conditions on site can change due to changes in soils moisture or disturbances to the site prior to construction. Thus, the contractor is responsible to provide an OSHA knowledgeable individual during all excavation activities to regularly assess the soil conditions and ensure that all necessary safety precautions are implemented and followed.

5.2 Continuing Services

Three additional elements of geotechnical engineering service are important to the successful completion of this project.

8. Consultation between the geotechnical engineer and the design professionals during the design phases is highly recommended. This is important to ensure that the intentions of our recommendations are incorporated into the design, and that any changes in the design concept consider the geotechnical limitations dictated by the on-site subsurface soil and ground water conditions.
9. Observation, monitoring, and testing during construction is required to document the successful completion of all earthwork and foundation phases. A geotechnical engineer from our firm should be retained to observe the excavation, earthwork, and foundation phases of the work to determine that subsurface conditions are compatible with those used in the analysis and design.
10. During site grading, placement of all fill and backfill should be observed and tested to confirm that the specified density has been achieved. We recommend that the Owner maintain control of the construction quality control by retaining the services of an experienced construction materials testing laboratory. We are available to

provide construction inspection services as well as materials testing of compacted soils and the placement of Portland cement concrete. In the absence of project specific testing frequencies, TD&H recommends the following minimum testing frequencies be used:

Compaction Testing

Beneath Turf Surfacing 1 Test per 1,000 Square Feet per Lift

Concrete Testing

Structural Concrete† 1 Test per 50 CY per Day
Non-Structural Concrete 1 Test per 100 CY per Day (MPWSS Requirement)

† Structural concrete includes all foundations, retaining walls, and other load bearing elements
CY = Cubic Yards

6.0 SUMMARY OF FIELD AND LABORATORY STUDIES

6.1 Field Explorations

The field exploration program was conducted on February 4, 2019. A total of four test pits were excavated to depths ranging from 7.9 to 10.6 feet at the approximate locations shown on Figure 1 to observe subsurface soil and ground water conditions. The test pits were excavated by Earth Surgeons using a Volvo ECR 58D mini-excavator. The subsurface exploration and sampling methods used are indicated on the attached test pits logs. The test pits were logged by Mr. Ahren Hastings, PE of TD&H Engineering. The location of the test pits was estimated by Mr. Hastings in the field based on their proximity to existing surface features.

Composite grab samples of the subsurface materials were taken at varying intervals and at discrete changes in subsurface strata. A sample was also obtained by pushing a 3-inch I.D., thin-walled Shelby tube sampler into the subsoils. Logs of all test pits which include soil descriptions and sample depths are presented on the Figures 2 through 5.

Ground water was not encountered in any of the test pits performed. Soil samples and excavation spoils appeared moist and did not contain visible free water. Surfaces of excavation equipment also did not indicate any presence of free water or elevated soil moisture.

6.2 Laboratory Testing

Samples obtained during the field exploration were returned to our materials laboratory where they were observed and visually classified in general accordance with ASTM D2487, which is based on the Unified Soil Classification System. Representative samples were selected for testing to determine the engineering and physical properties of the soils in general accordance with ASTM or other approved procedures.

<u>Tests Conducted:</u>	<u>To determine:</u>
Natural Moisture Content	Representative moisture content of soil at the time of sampling.
Grain-Size Distribution	Particle size distribution of soil constituents describing the percentages of clay/silt, sand and gravel.
Atterberg Limits	A method of describing the effect of varying water content on the consistency and behavior of fine-grained soils.
Natural Dry Density	Dry unit weight of samples, representative of in-place conditions.
UU Shear Strength (Field)	The undrained, unconfined shear strength (s_u) of cohesive soils as determined in the field by either a pocket penetrometer or a hand torvane.

Moisture-Density Relationship A relationship describing the effect of varying moisture content and the resulting dry unit weight at a given compactive effort. Provides the optimum moisture content and the maximum dry unit weight. Also called a Proctor Curve.

California Bearing Ratio The measure of a subgrade's or granular base's ability to resist deformation due to penetration during a saturated condition. Used to assist in pavement thickness designs.

The laboratory testing program for this project consisted of 8 moisture-visual analyses, 3 sieve (grain-size distribution) analyses, and 3 Atterberg Limits analyses. The results of the water content analyses are presented on the test pits logs, Figures 2 through 5. The grain-size distribution curves and Atterberg limits are presented on Figures 6 through 11. In addition, one proctor (moisture-density) test, one California Bearing Ratio test, and one natural dry density test were performed. The results of these tests are shown on Figures 12 through 14. Unconfined compressive strengths (q_u) were determined in the field using a pocket penetrometer. The results are shown on the test pit logs at the depths the samples were tested.

7.0 LIMITATIONS

This report has been prepared in accordance with generally accepted geotechnical engineering practices in this area for use by the client for design purposes. The findings, analyses, and recommendations contained in this report reflect our professional opinion regarding potential impacts the subsurface conditions may have on the proposed project and are based on site conditions encountered. Our analysis assumes that the results of the exploratory borings are representative of the subsurface conditions throughout the site, that is, that the subsurface conditions everywhere are not significantly different from those disclosed by the subsurface study. Unanticipated soil conditions are commonly encountered and cannot be fully determined by a limited number of soil borings and laboratory analyses. Such unexpected conditions frequently require that some additional expenditures be made to obtain a properly constructed project. Therefore, some contingency fund is recommended to accommodate such potential extra costs.

The recommendations contained within this report are based on the subsurface conditions observed in the borings and are subject to change pending observation of the actual subsurface conditions encountered during construction. TD&H cannot assume responsibility or liability for the recommendations provided if we are not provided the opportunity to perform limited construction inspection and confirm the engineering assumptions made during our analysis. A representative of TD&H should be retained to observe all construction activities associated with subgrade preparation, foundations, and other geotechnical aspects of the project to ensure the conditions encountered are consistent with our assumptions. Unforeseen conditions or undisclosed changes to the project parameters or site conditions may warrant modification to the project recommendations.

Long delays between the geotechnical investigation and the start of construction increase the potential for changes to the site and subsurface conditions which could impact the applicability of the recommendations provided. If site conditions have changed because of natural causes or construction operations at or adjacent to the site, TD&H should be retained to review the contents of this report to determine the applicability of the conclusions and recommendations provide considering the time lapse or changed conditions.

Misinterpretation of the geotechnical information by other design team members is possible and can result in costly issues during construction and with the final product. We strongly advise that TD&H be retained to review those portions of the plans and specifications which pertain to earthwork and foundations to determine if they are consistent with our recommendations and to suggest necessary modifications as warranted. In addition, TD&H should be involved throughout the construction process to observe construction, particularly the placement and compaction of all fill, preparation of all foundations, and all other geotechnical aspects. Retaining the geotechnical engineer who prepared your geotechnical report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.


This report was prepared for the exclusive use of the owner and architect and/or engineer in the design of the subject facility. It should be made available to prospective contractors and/or the

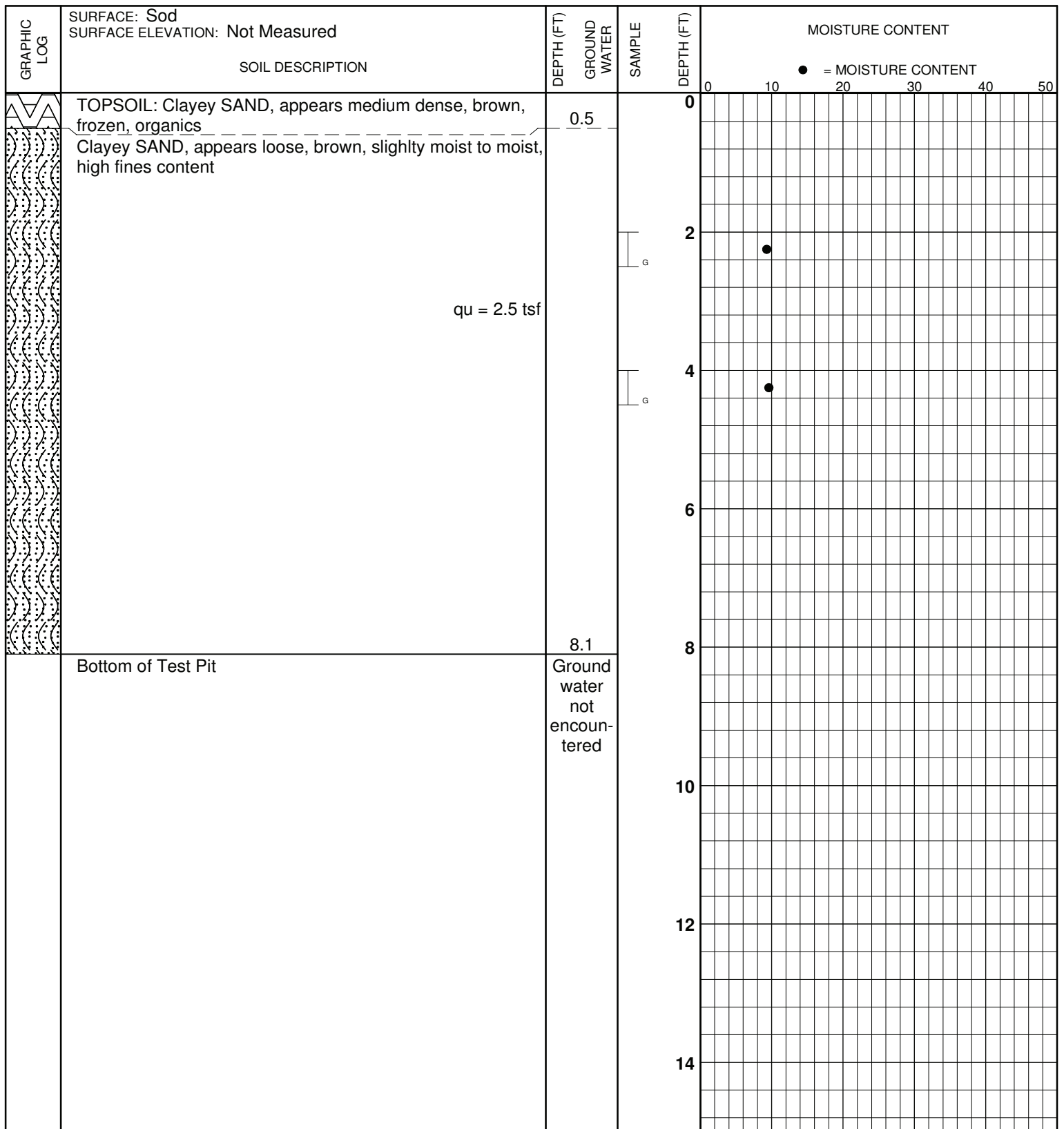
contractor for information on factual data only and not as a warranty of subsurface conditions such as those interpreted from the boring logs and presented in discussions of subsurface conditions included in this report.

Prepared by:


Craig Nadeau PE
Geotechnical Manager
TD&H ENGINEERING

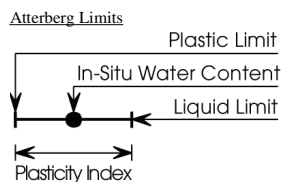
Reviewed by:


Ahren Hastings PE
Geotechnical Engineer
TD&H ENGINEERING



LEGEND

- Field Moisture content
- ▼ Groundwater Level
- ⊥ Grab/composite sample



GNP = Granular and Nonplastic

Note: The stratification lines represent approximate boundaries between soil types. Actual boundaries may be gradual or transitional.

LOG OF TEST PIT TP-1

Amend Park Turf Field
Billings, Montana

Logged by: Ahren Hastings, PE

Excavated by: Earth Surgeons
Volvo ECR 58D

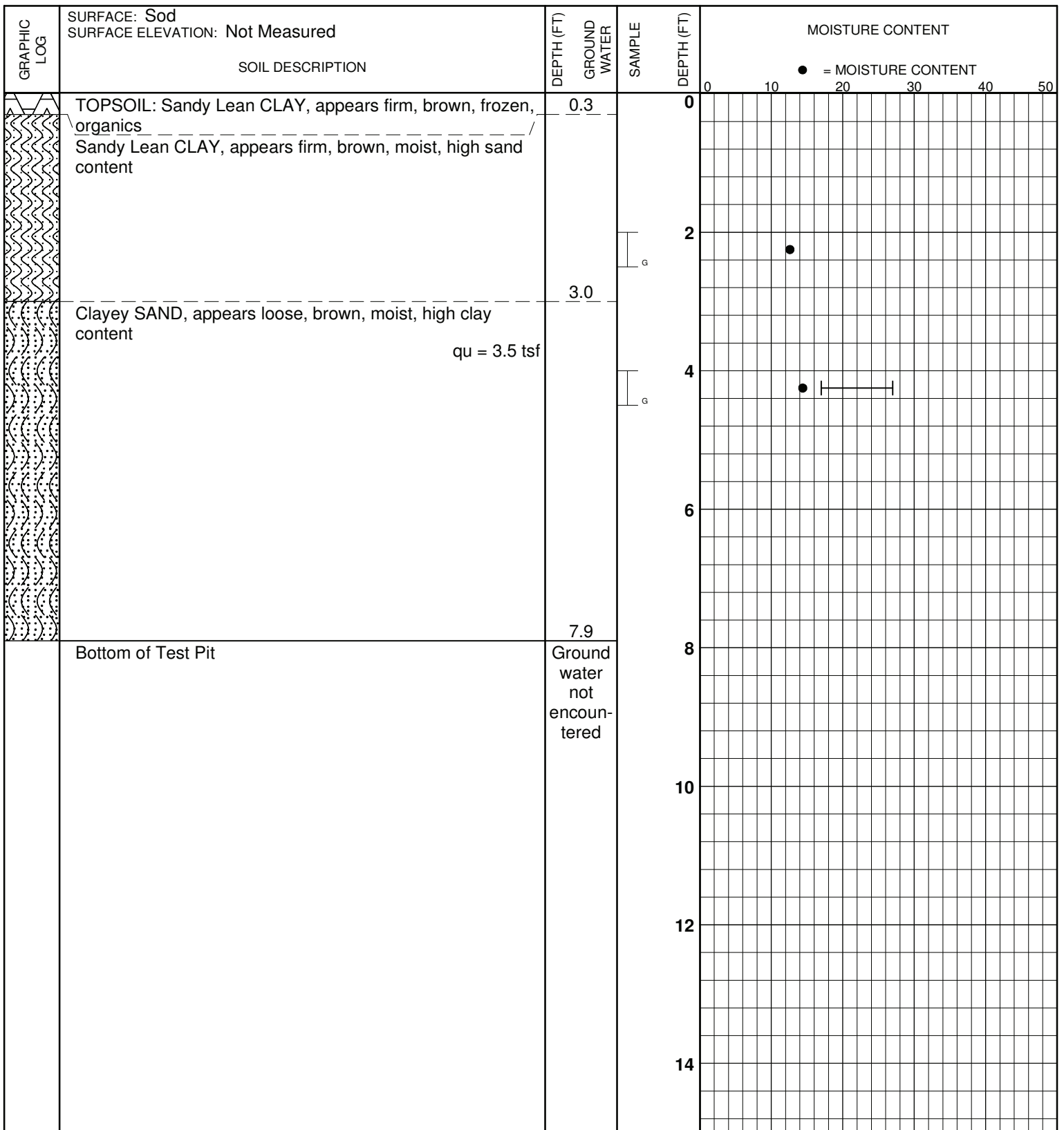
February 4, 2019

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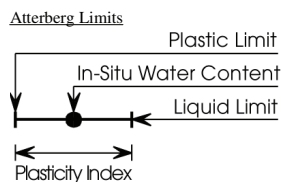
THOMAS, DEAN & HOSKINS, INC.
ENGINEERING CONSULTANTS
GREAT FALLS—BOZEMAN—KALISPELL—HELENA
MONTANA
SPokane
LEWISTON
WASHINGTON
IDAHO

Figure No. 2
Sheet 1 of 1



LEGEND

- Field Moisture content
- ▼ Groundwater Level
- Grab/composite sample



GNP = Granular and Nonplastic

Note: The stratification lines represent approximate boundaries between soil types. Actual boundaries may be gradual or transitional.

LOG OF TEST PIT TP-2

Amend Park Turf Field
Billings, Montana

Logged by: Ahren Hastings, PE

Excavated by: Earth Surgeons
Volvo ECR 58D

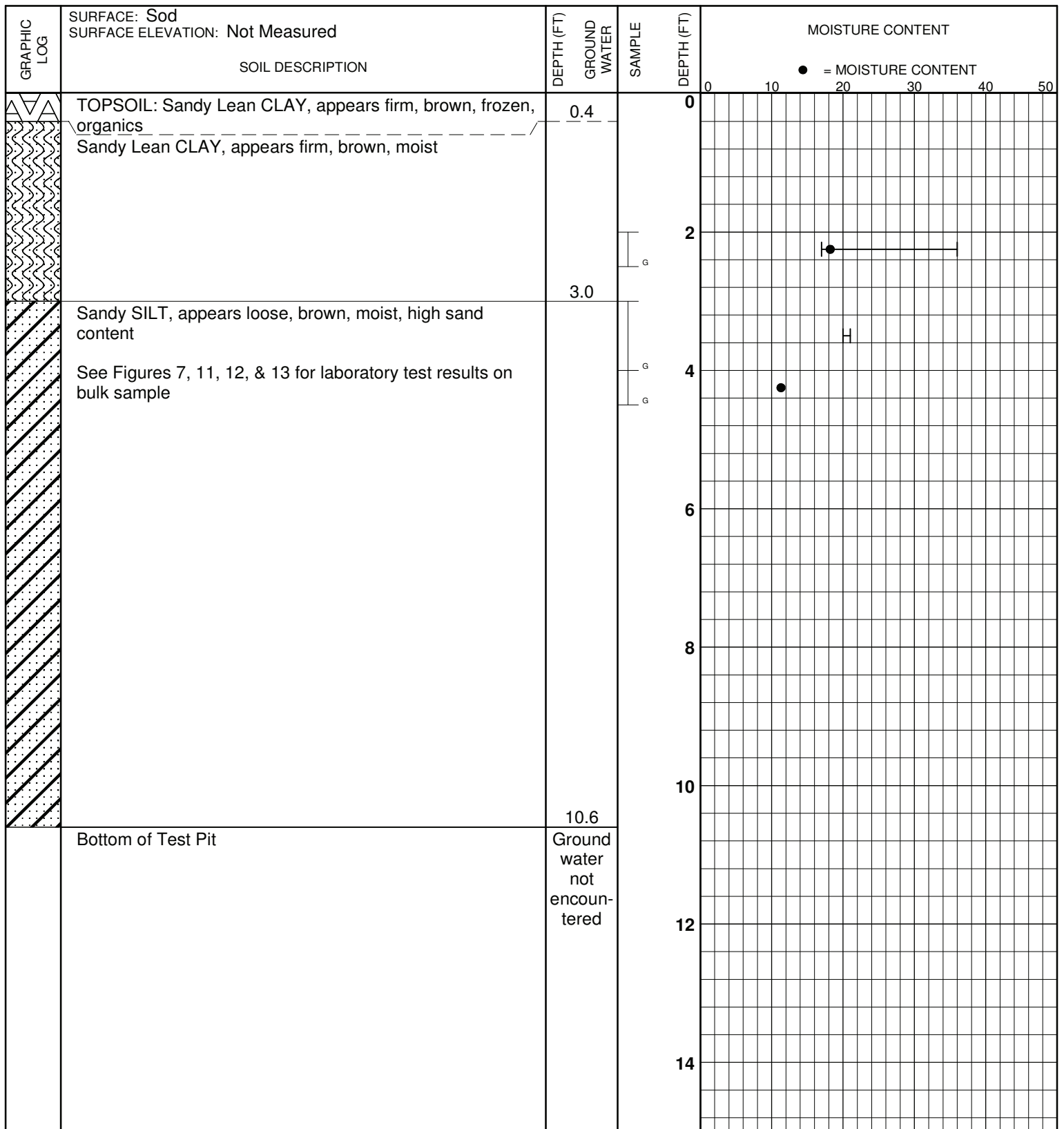
February 4, 2019

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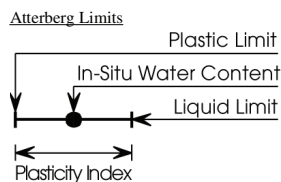
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GREAT FALLS - BOZEMAN - KALISPELL - HELENA
MONTANA
SPokane
WASHINGTON
LEWISTON
IDAHO

Figure No. 3
Sheet 1 of 1



LEGEND

- Field Moisture content
- ▼ Groundwater Level
- Grab/composite sample



GNP = Granular and Nonplastic

Note: The stratification lines represent approximate boundaries between soil types. Actual boundaries may be gradual or transitional.

LOG OF TEST PIT TP-3

Amend Park Turf Field
Billings, Montana

Logged by: Ahren Hastings, PE

Excavated by: Earth Surgeons
Volvo ECR 58D

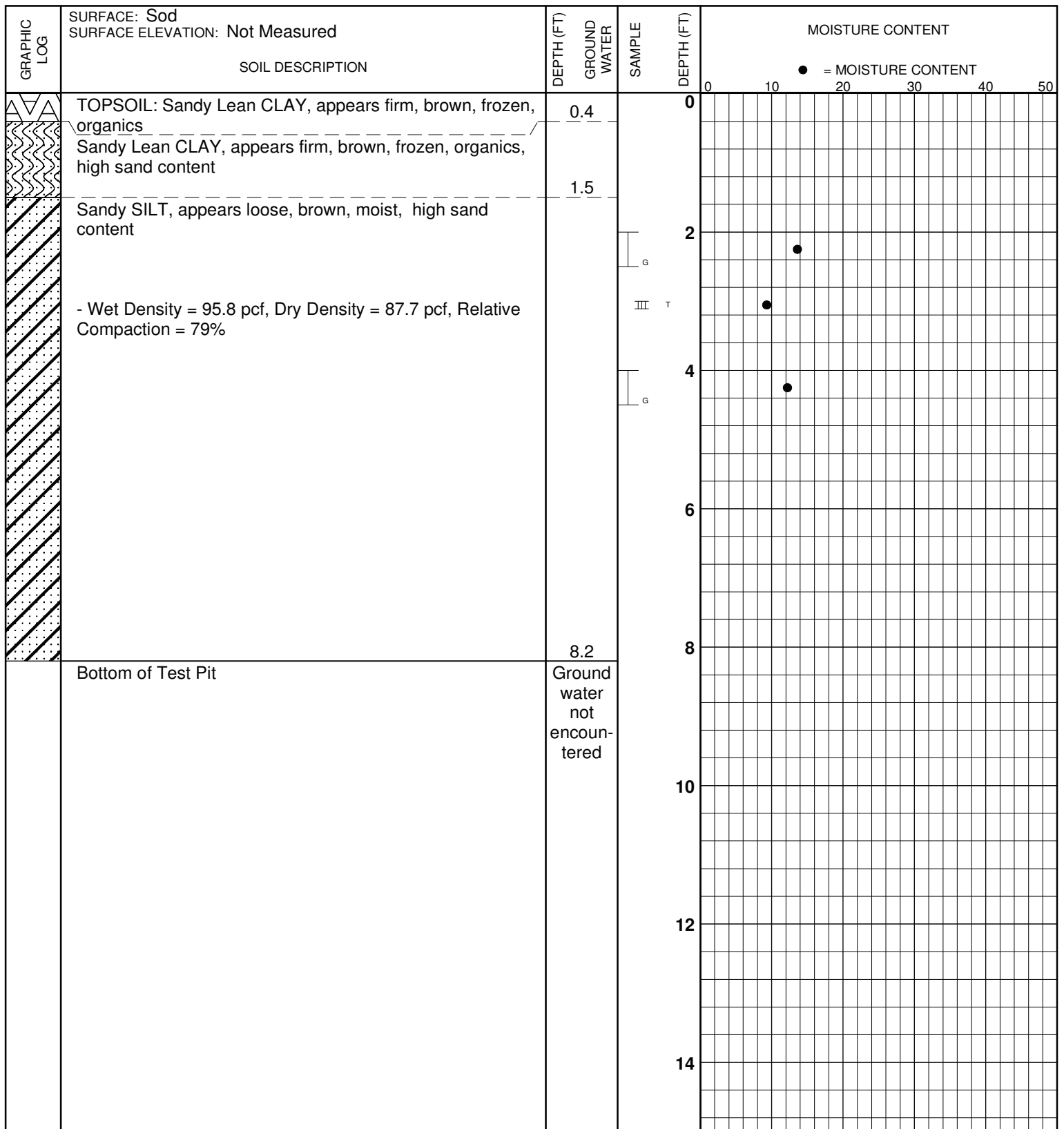
February 4, 2019

B19-001



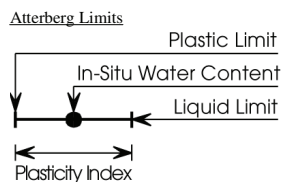
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WASHINGTON
IDAHO

Figure No. 4
Sheet 1 of 1



LEGEND

- Field Moisture content
- ▼ Groundwater Level
- ⊥ Grab/composite sample



GNP = Granular and Nonplastic

Note: The stratification lines represent approximate boundaries between soil types. Actual boundaries may be gradual or transitional.

LOG OF TEST PIT TP-4

Amend Park Turf Field
Billings, Montana

Logged by: Ahren Hastings, PE

Excavated by: Earth Surgeons
Volvo ECR 58D

February 4, 2019

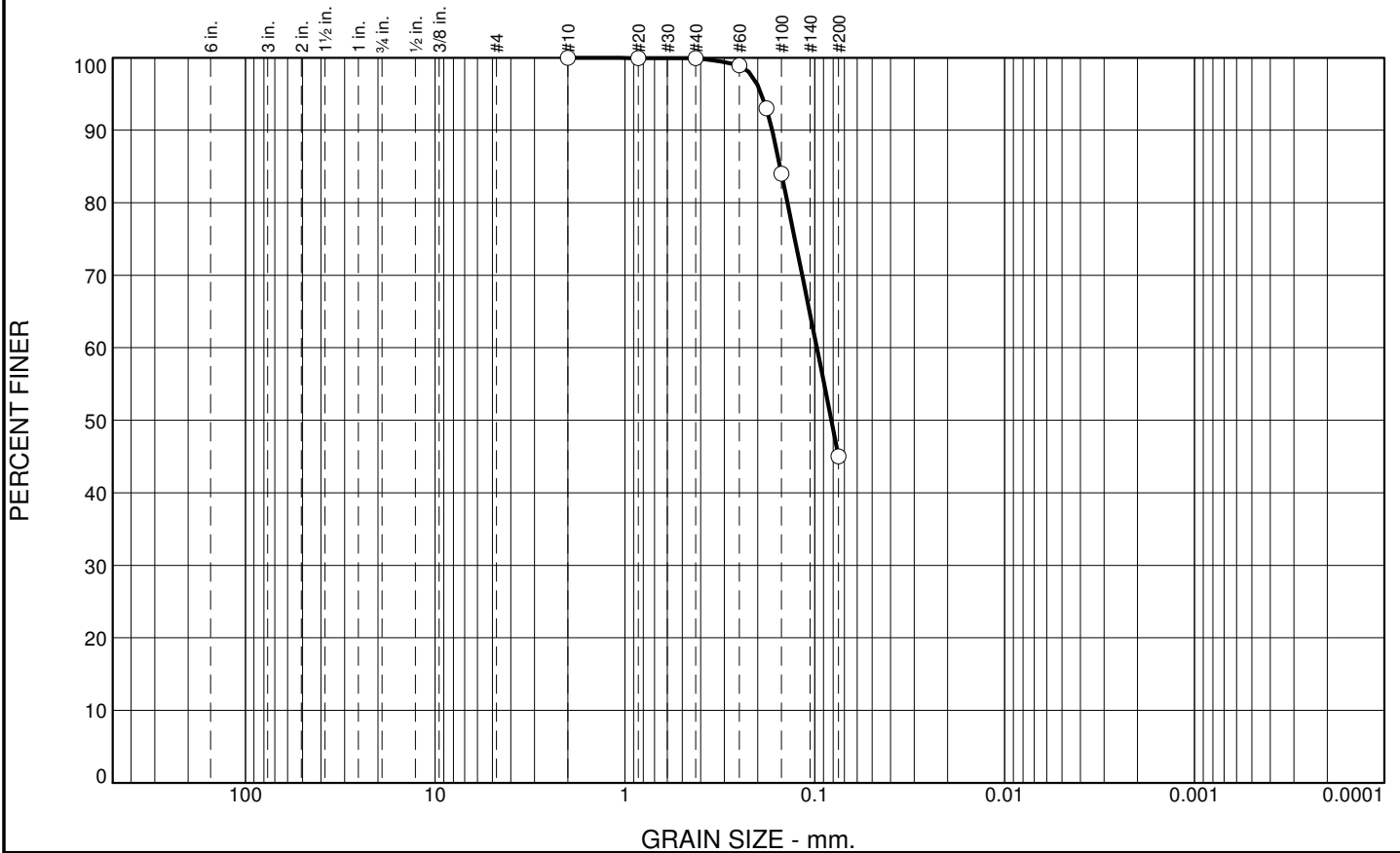
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Figure No. 5
Sheet 1 of 1

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.0	0.1	54.9	45.0	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
#10	100.0		
#20	100.0		
#40	99.9		
#60	99.0		
#80	93.0		
#100	84.0		
#200	45.0		

Soil Description
Clayey SAND

Atterberg Limits
 PL= LL= PI=

Coefficients
 D₉₀= 0.1680 D₈₅= 0.1528 D₆₀= 0.0977
 D₅₀= 0.0819 D₃₀= D₁₅=
 D₁₀= C_u= C_c=

Classification
 USCS= SC AASHTO=

Remarks
 Report No. A-18973-206

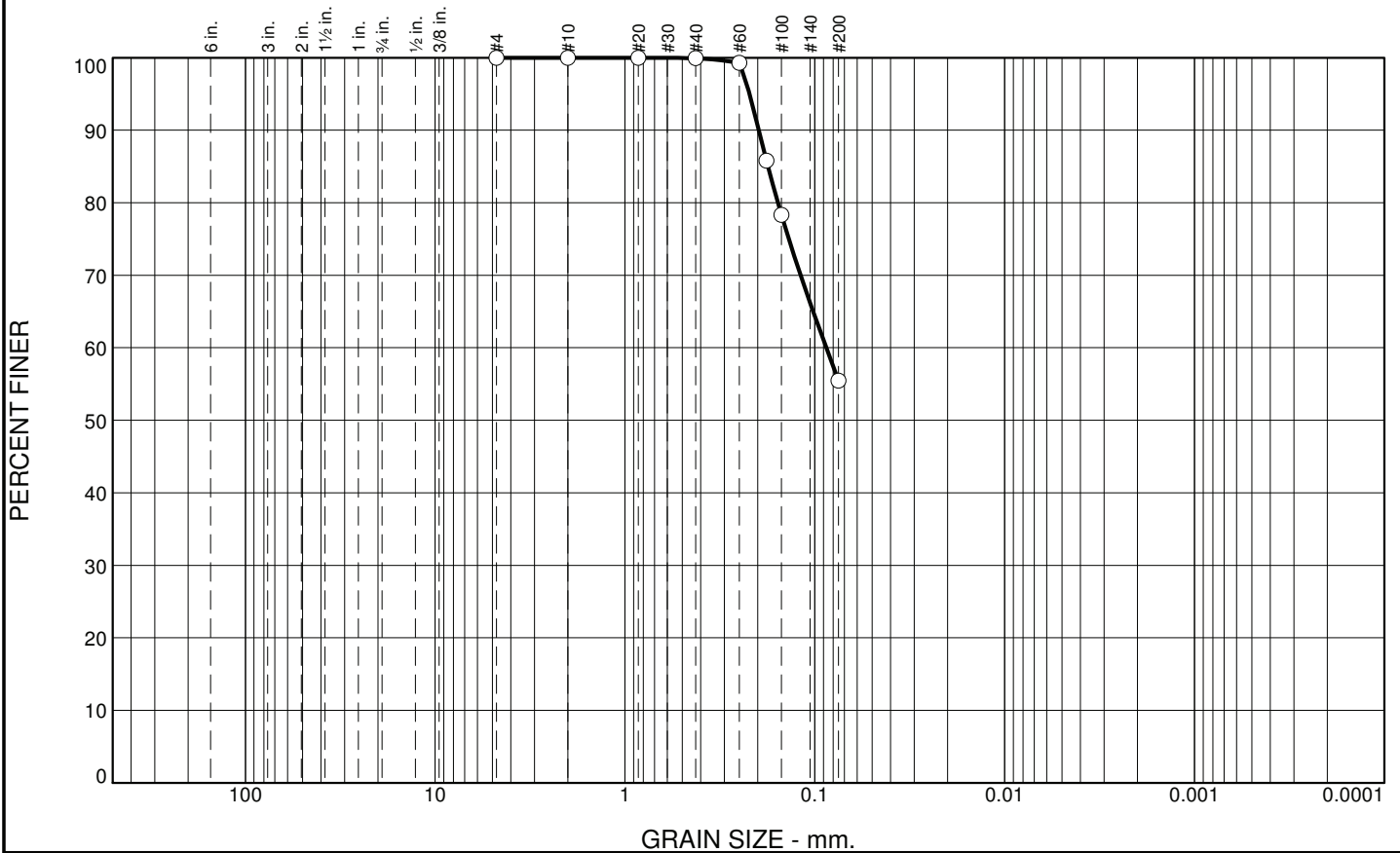
* (no specification provided)

Location: TP-1 **Depth:** 2.0 ft **Date:** 2-19-2019
Sample Number: A-18973

	Thomas, Dean & Hoskins, Inc. Engineering Consultants	Client: Fieldturf Project: Amend Park Turf Field Billings, Montana Project No: B19-001	Figure 6
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Tested By: JS **Checked By:** _____

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.0	0.1	44.4	55.5	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
#4	100.0		
#10	100.0		
#20	100.0		
#40	99.9		
#60	99.3		
#80	85.8		
#100	78.3		
#200	55.5		

Soil Description
Sandy SILT

Atterberg Limits
PL= 20 LL= 21 PI= 1

Coefficients
D₉₀= 0.1972 D₈₅= 0.1767 D₆₀= 0.0871
D₅₀= D₃₀= D₁₅=
D₁₀= C_u= C_c=

Classification
USCS= ML AASHTO= A-4(0)

Remarks
Report No. A-18981-206

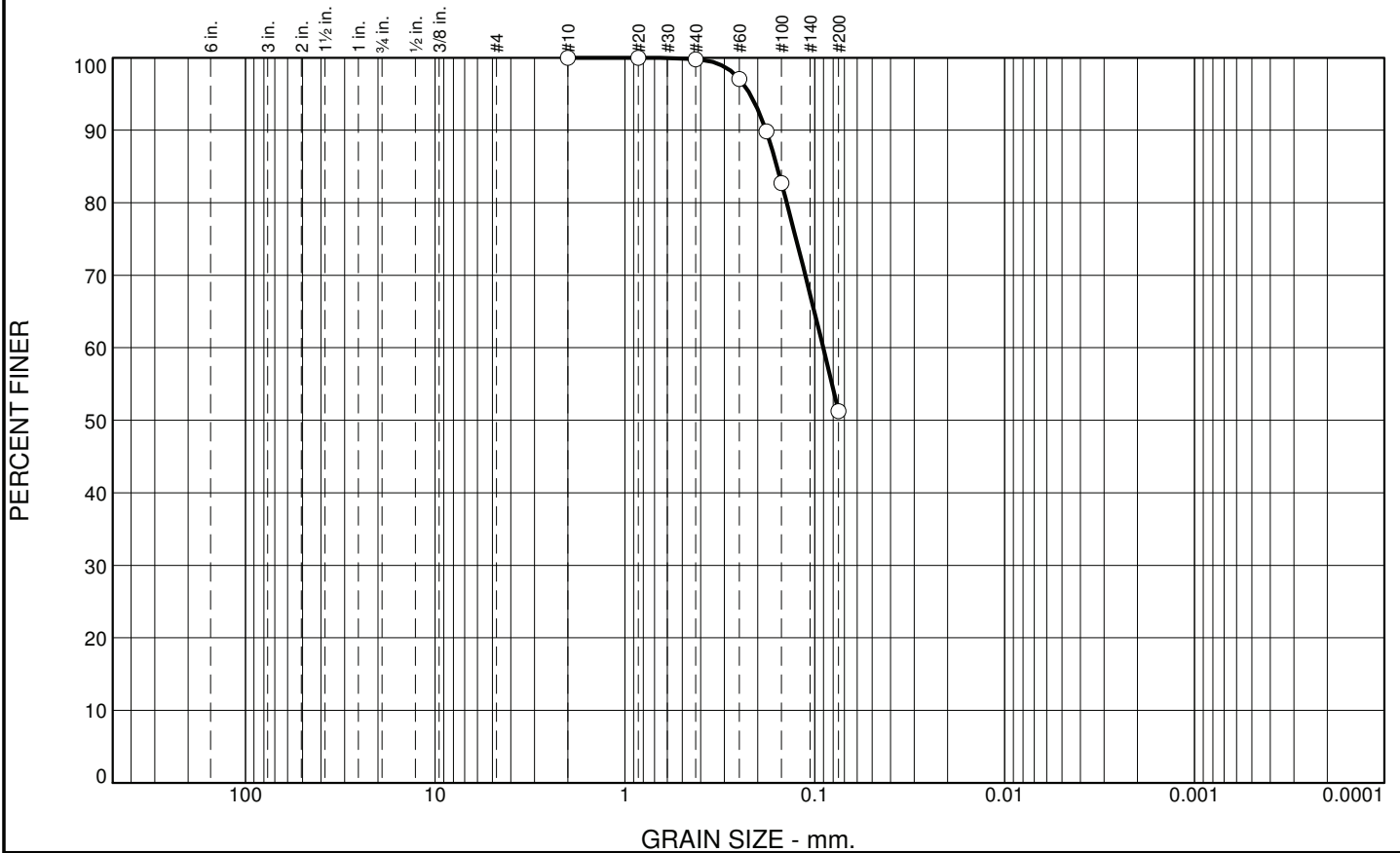
* (no specification provided)

Location: TP-3 **Sample Number:** A-18981 **Depth:** 3.0 - 4.0 ft **Date:** 2-14-2019

	Thomas, Dean & Hoskins, Inc. Engineering Consultants	Client: Fieldturf Project: Amend Park Turf Field Billings, Montana Project No.: B19-001	Figure 7
--	---	---	-----------------

Tested By: WJC **Checked By:** _____

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.0	0.2	48.5	51.3	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
#10	100.0		
#20	100.0		
#40	99.8		
#60	97.1		
#80	89.8		
#100	82.7		
#200	51.3		

Soil Description

Sandy SILT

Atterberg Limits

PL= LL= PI=

Coefficients

D₉₀= 0.1810 D₈₅= 0.1585 D₆₀= 0.0904
D₅₀= D₃₀= D₁₅=
D₁₀= C_u= C_c=

Classification


USCS= ML AASHTO=

Remarks

Report No. A-18980-206

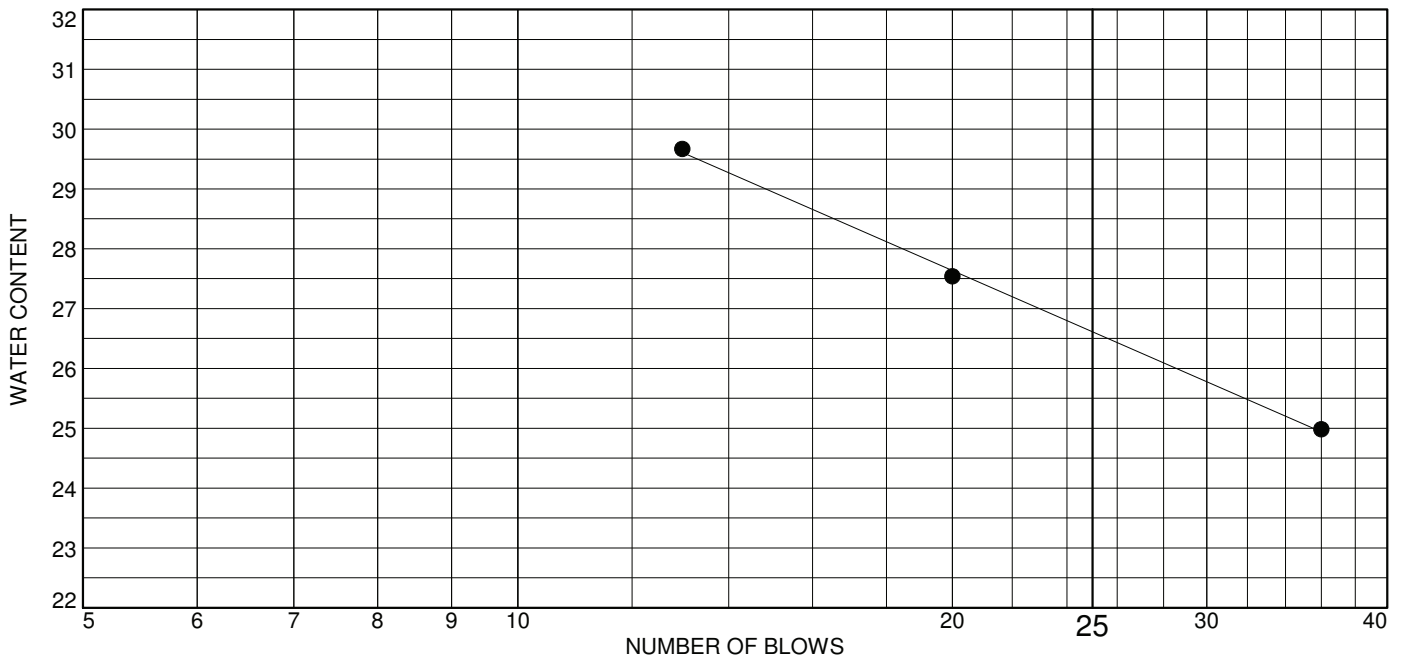
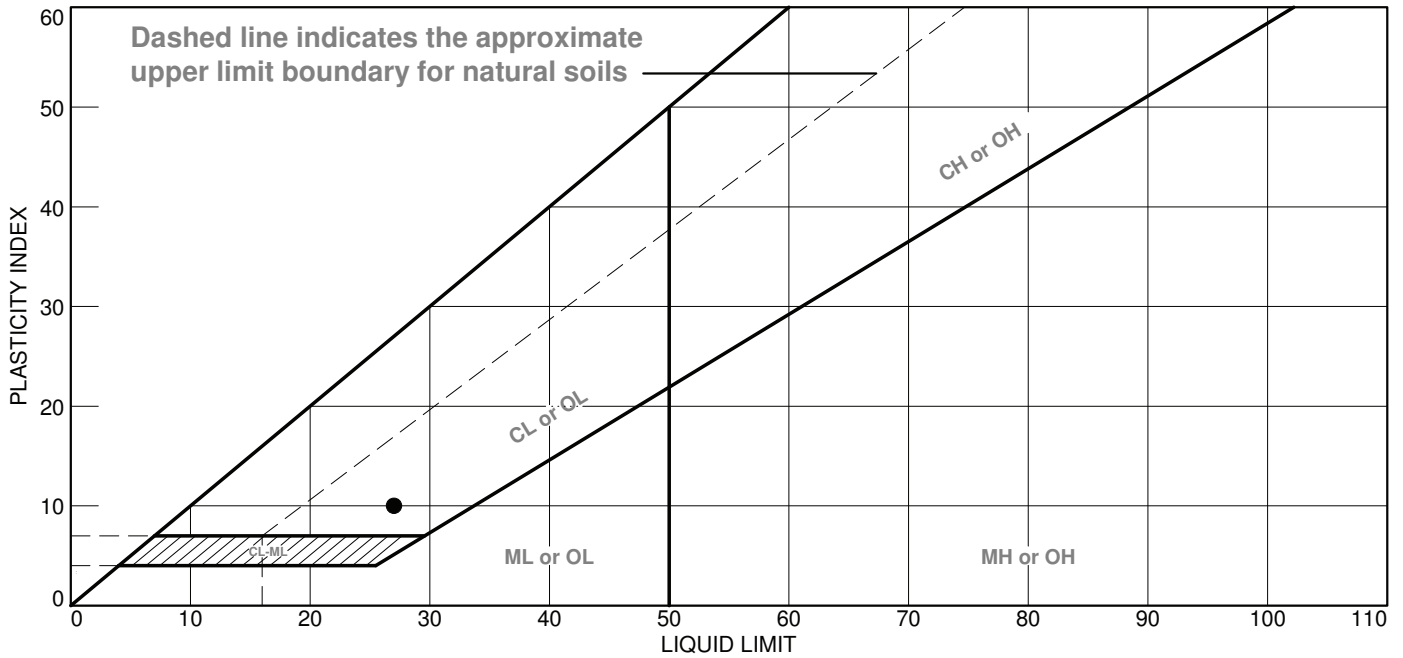
* (no specification provided)

Location: TP-4 **Sample Number:** A-18980 **Depth:** 4.0 ft **Date:** 2-19-2019

	Thomas, Dean & Hoskins, Inc. Engineering Consultants	Client: Fieldturf Project: Amend Park Turf Field Billings, Montana Project No.: B19-001	Figure 8
---	---	---	-----------------

Tested By: JS **Checked By:** _____

LIQUID AND PLASTIC LIMITS TEST REPORT



MATERIAL DESCRIPTION	LL	PL	PI	%<#40	%<#200	USCS
● Clayey SAND	27	17	10			SC

Project No. B19-001 **Client:** Fieldturf
Project: Amend Park Turf Field
 Billings, Montana
Location: TP-2
Sample Number: A-18976 **Depth:** 4.0 ft

Remarks:
 ● Report No. A-18976-207
 Date: 2-19-2019

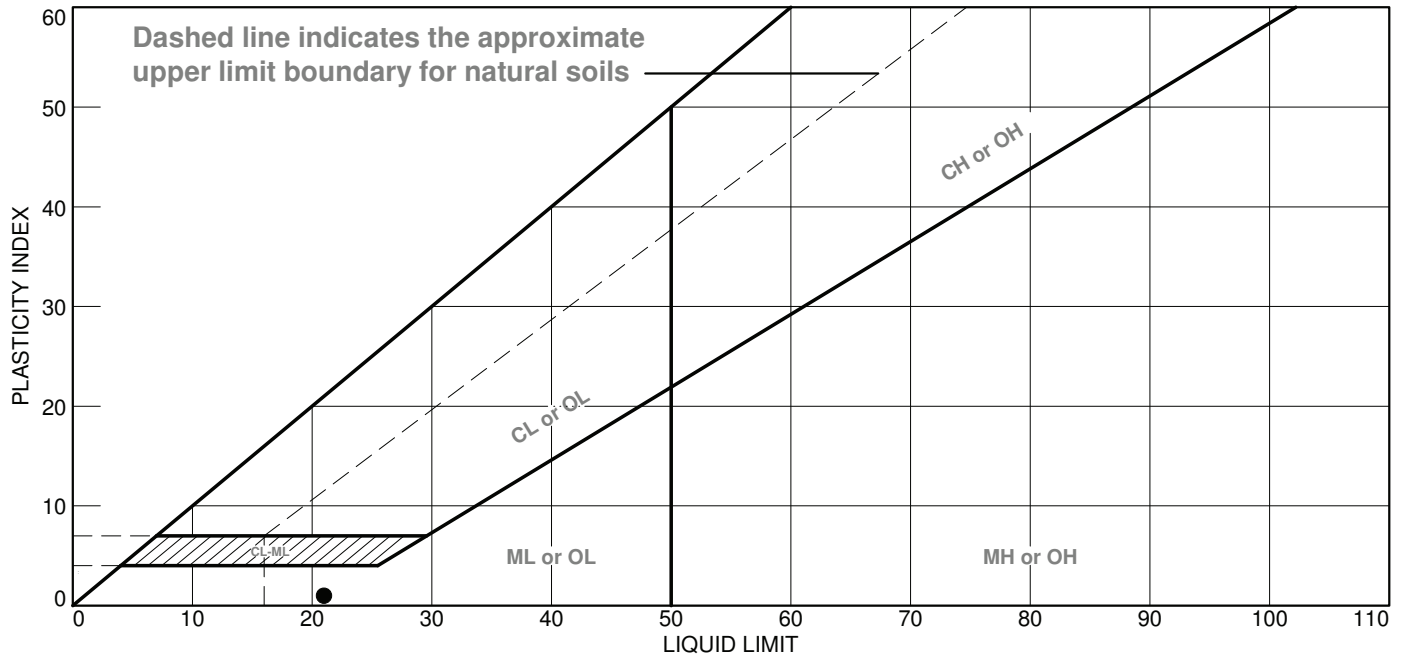


Thomas, Dean & Hoskins, Inc.
 Engineering Consultants

Figure 9

Tested By: JS **Checked By:** _____

LIQUID AND PLASTIC LIMITS TEST REPORT



MATERIAL DESCRIPTION	LL	PL	PI	%<#40	%<#200	USCS
• Sandy SILT	21	20	1	99.9	55.5	ML

Project No. B19-001 **Client:** Fieldturf
Project: Amend Park Turf Field
 Billings, Montana
Location: TP-3
Sample Number: A-18981 **Depth:** 3.0 - 4.0 ft

Remarks:
 • Report No. A-18981-207
 Date: 2-15-2019



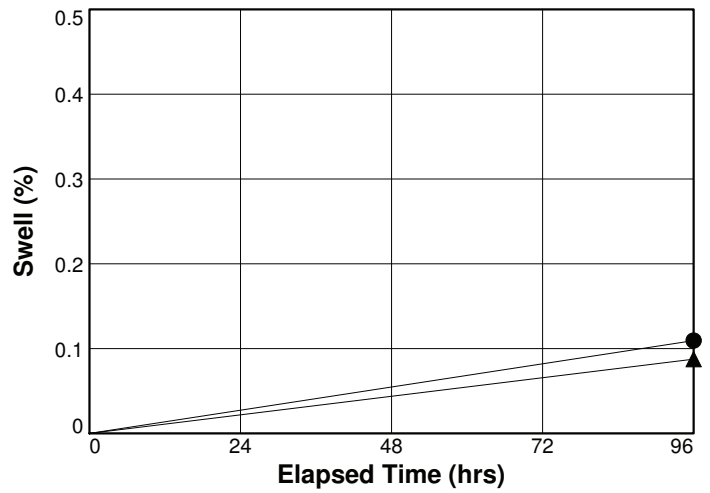
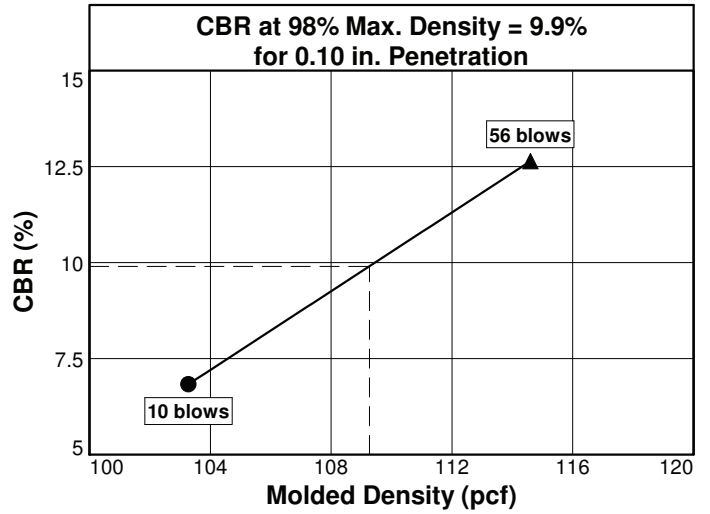
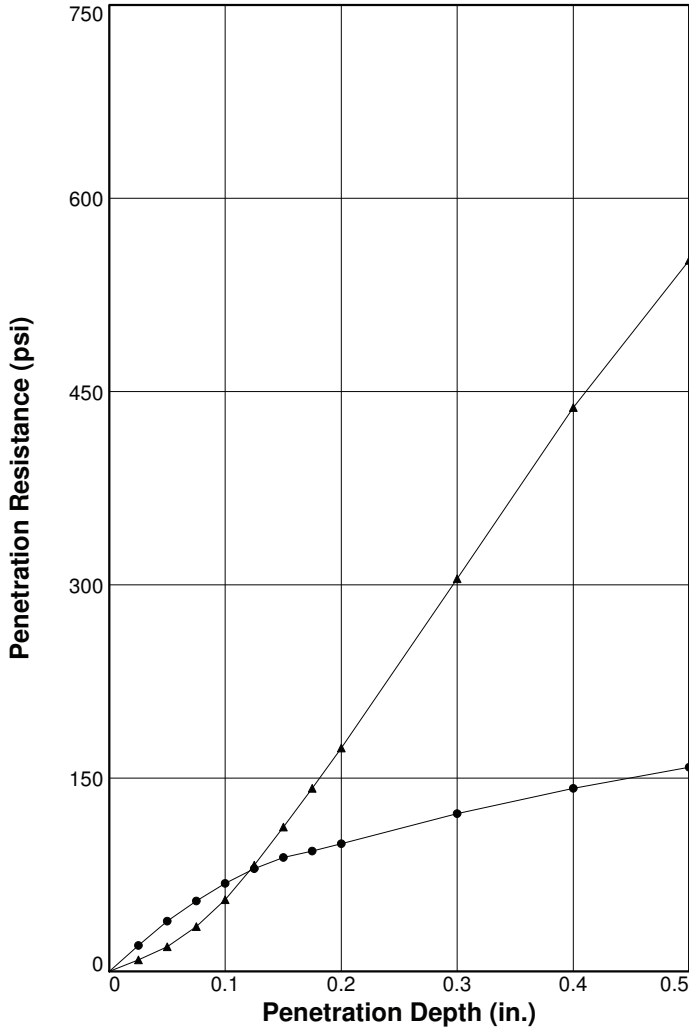
Thomas, Dean & Hoskins, Inc.
 Engineering Consultants

Figure 11

Tested By: JS **Checked By:** _____

BEARING RATIO TEST REPORT

ASTM D 1883-07



	Molded			Soaked			CBR (%)		Linearity Correction (in.)	Surcharge (lbs.)	Max. Swell (%)
	Density (pcf)	Percent of Max. Dens.	Moisture (%)	Density (pcf)	Percent of Max. Dens.	Moisture (%)	0.10 in.	0.20 in.			
1 ○	103.3	92.6	13.9	103.2	92.5	19.1	6.8	6.6	0.000	10	0.1
2 △	114.6	102.8	13.9	114.5	102.7	14.9	12.6	17.0	0.062	10	0.1
3 □											

Material Description	USCS	Max. Dens. (pcf)	Optimum Moisture (%)	LL	PI
	Sandy SILT	ML	111.5	14.8	21

Project No: B19-001
Project: Amend Park Turf Field Billings, Montana
Location: TP-3
Sample Number: A-18981 **Depth:** 3.0 - 4.0 ft
Date: 2-14-2019

Test Description/Remarks:
 ASTM D698 with 6-inch Mold
 96-hour soak prior to testing
 Report No. A-18981-210
 Date: 2-22-2019



Thomas, Dean & Hoskins, Inc.
Engineering Consultants



Report of Soil Unit Weight (SOP- 213)

Thomas, Dean, & Hoskins
 1800 River Drive North
 Great Falls, Montana 59401

Client: Fieldturf
Address: 903 N Opdyke Rd, Suite A1
Auburn Hills, MI 48326
Attn: Ms. Lisa Rosauer

Report Number: A-18982-213
Report Date: 2/20/2019
Project: Amend Park Turf
Project Number: B19-001-001
Test Method: ASTM D-2950, D-3017
Technician: CRN
Test Date: 2/15/2019
Sample Interval: TP-4 (2.0 - 4.0 ft)

Sample #	Location	Diameter (in.)	Height (in.)	Volume (ft ³)	Container #	Container Weight	Wet Soil & Container (g)	Dry Soil & Container (g)	% Moisture	Wet Density, lbs/ ft ³	Dry Density, lbs / ft ³
A-18982	TP-4 (2.0 - 4.0 ft)	2.875	15.813	0.059	X	656.9	3133.2	2922.1	9.3	95.8	87.7

Deviations From Test Methods: _____

Remarks: _____

Figure: 14

 Peter Klevberg, P.E.
 Laboratory Manager

STANDARD PENETRATION TEST (ASTM D1586)

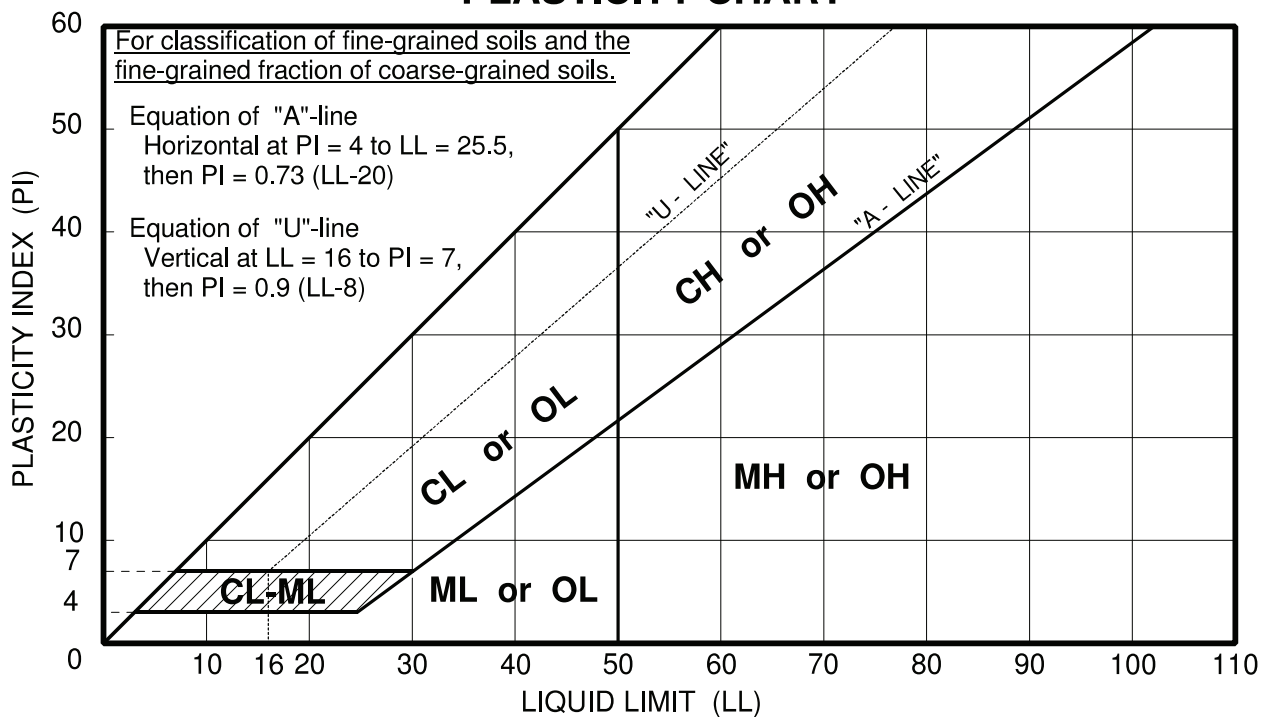
RELATIVE DENSITY*		RELATIVE CONSISTENCY*	
Granular, Noncohesive (Gravels, Sands, & Silts)	Standard Penetration Test (blows/foot)	Fine-Grained, Cohesive (Clays)	Standard Penetration Test (blows/foot)
Very Loose	0-4	Very Soft	0-2
Loose	5-10	Soft	3-4
Medium Dense	11-30	Firm	5-8
Dense	31-50	Stiff	9-15
Very Dense	+50	Very Stiff	15-30
		Hard	+30

* Based on Sampler-Hammer Ratio of 8.929 E-06 ft/lbf and 4.185 E-05 ft²/lbf for granular and cohesive soils, respectively (Terzaghi)

PARTICLE SIZE RANGE

Sieve Openings (Inches)				Standard Sieve Sizes				
12"		3"	3/4"	No.4	No.10	No.40	No.200	<No.200
BOULDERS	COBBLES	GRAVELS		SANDS			SILTS & CLAYS	
		Coarse	Fine	Coarse	Medium	Fine	(Distinguished By Atterberg Limits)	

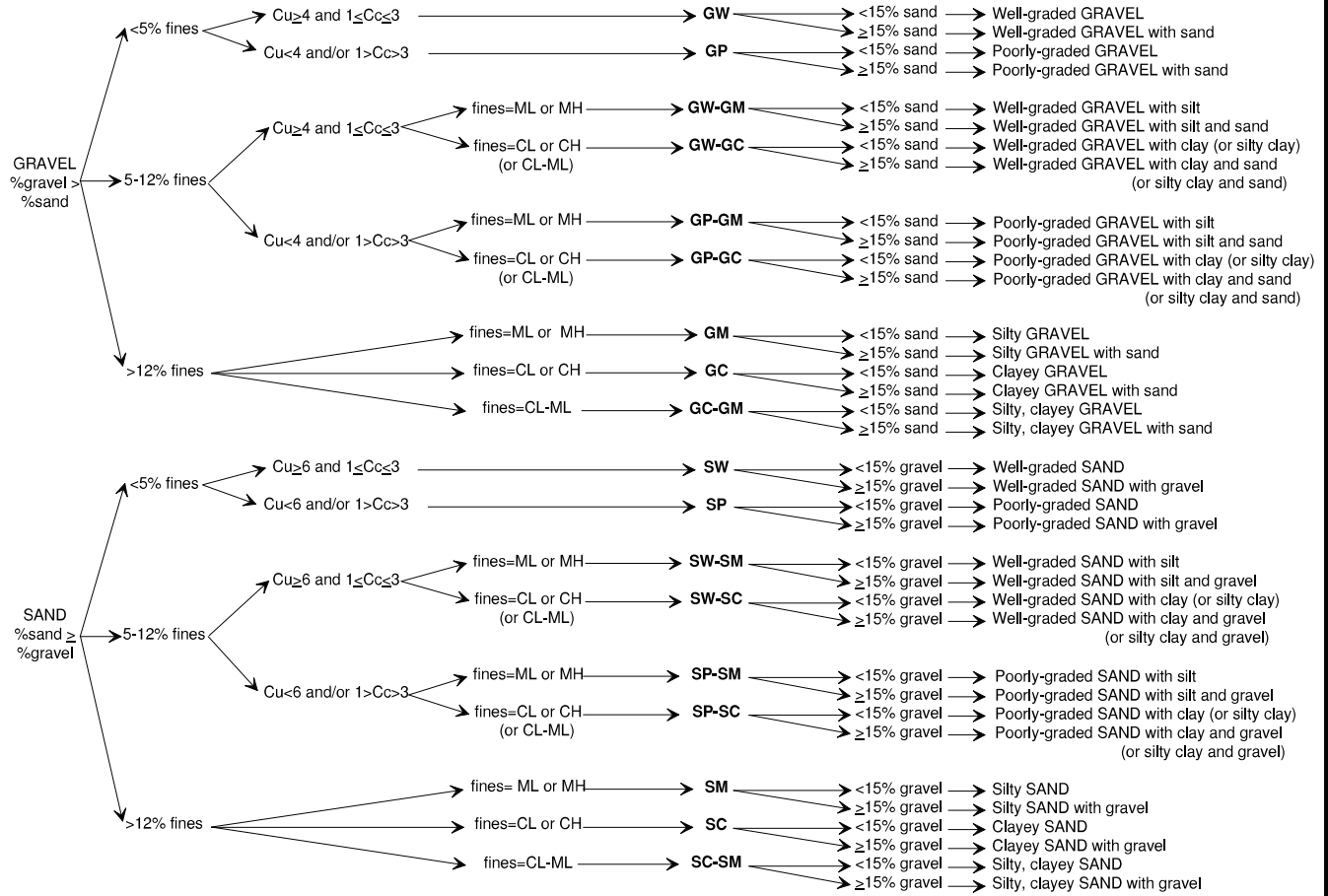
PLASTICITY CHART



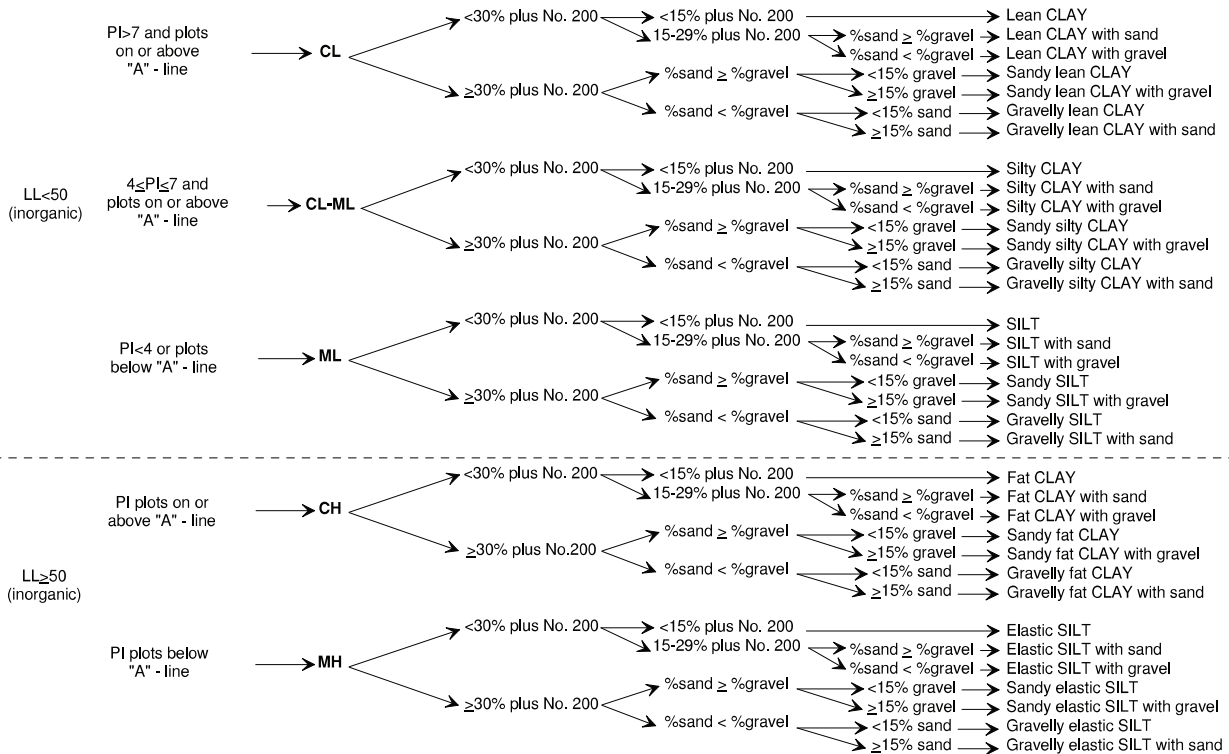
GW - Well-graded GRAVEL
GP - Poorly-graded GRAVEL
GM - Silty GRAVEL
GC - Clayey GRAVEL

SW - Well-graded SAND
SP - Poorly-graded SAND
SM - Silty SAND
SC - Clayey SAND

CL - Lean CLAY
ML - SILT
OL - Organic SILT/CLAY
CH - Fat CLAY
MH - Elastic SILT
OH - Organic SILT/CLAY



Flow Chart For Classifying Coarse-Grained Soils (More Than 50 % Retained On The No. 200 Sieve)



Flow Chart For Classifying Fine-Grained Soils (50 % Or More Passes The No. 200 Sieve)

Regular City Council Meeting

Meeting Date: 09/09/2019

TITLE: Updated By-Laws for the Bicycle and Pedestrian Advisory Committee (BPAC)

PRESENTED BY: Elyse Monat

Department: Planning & Community Services

Presentation: No

PROBLEM/ISSUE STATEMENT

The Bicycle and Pedestrian Advisory Committee (BPAC) is updating its by-laws. Changes include updates to terminology, changing the "How Amended" section to reflect advice given by the City Legal Department, and the addition of an ex-official, non-voting, seat for the local non-profit Billings TrailNet. BPAC voted to approve these changes in two parts during its meetings on January 22, 2019 and April 23, 2019. BPAC plans to bring the revised by-laws to the County Commissioners' discussion on September 5, 2019 and to the Commission's regular meeting for approval on September 10, 2019.

ALTERNATIVES ANALYZED

City Council may:

- Approve, or;
- Disapprove, or;
- Ask for amendments to the document and ask for BPAC to bring the by-laws back to City Council for approval

FINANCIAL IMPACT

There is no financial impact to the City whether City Council approves or disapproves these by-laws changes.

RECOMMENDATION

BPAC recommends approval of the updates to the Committee's by-laws.

APPROVED BY CITY ADMINISTRATOR

Attachments

BPAC By-Laws Amended

**BY-LAWS
OF THE
BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE
BILLINGS, MONTANA**

URBAN TRANSPORTATION PLANNING PROCESS

December 10, 2007

Prepared By:
City-County Planning Department
510 North Broadway
Billings, Montana

~~Amended May 13, 2008~~
Amended ????, 2019

Bicycle Pedestrian Advisory Committee

BY-LAWS
BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE

Functions, duties and responsibilities of the Bicycle and Pedestrian Advisory Committee of the Billings Urban Transportation Planning Process hereinafter referred to as the Bicycle and Pedestrian Advisory Committee are as follows:

ARTICLE I – BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE

SECTION 1 NAME

The name of this committee shall be the Bicycle and Pedestrian Advisory Committee (BPAC) of the Billings Urban Transportation Planning Process.

SECTION 2 ESTABLISHED

There is hereby established a Bbicycle and Ppedestrian Aadvisory Committeeboard to advise the Ccity Council, Mmayor, the County Commissioners, Yellowstone County Planning Board, and all departments and boards of the Ccity and County with respect to the impact that Ccity and/or County actions may have upon bicycling, walking or wheelchair access in the Billings Urban Area.

SECTION 3 PURPOSE

The purpose of the Bicycle and Pedestrian Advisory Committee is to advise the Ccity Council, Mmayor, the County Commissioners, Planning Board, and all departments and boards of the Ccity and County with regard to non-motorized transportation matters.

SECTION 4 MEMBERSHIP

The committee shall be composed of seven members to serve three (3) year terms. The Mmayor, subject to confirmation by the Ccity Council, will appoint three (3) members, the County Commissioners will appoint three (3) members and the Yellowstone County Board of Planning will appoint one (1) member. ~~Initially, two (2) of the committee members from the Ccity and two (2) from the County will be appointed to a two (2) year term, the remaining members, including the Pplanning Bboard-appointed member will be appointed for a three (3) year term. The committee members may include, but not be limited to, representatives of bicycling organizations; organizations concerned with mass transit, smart growth and healthy communities; educational organizations concerned with safety such as PTA, SAFE KIDS; a representative of business~~

~~organizations such as the downtown association, Billings Chamber of Commerce; interested private citizens concerned with non-motorized transportation issues such as bicyclist commuters, recreation, people with disabilities, the aging community, and high school students; a representative from the police department. In addition to the seven (7) voting members, one (1) Billings TrailNet staff person, board member, or member will serve as an *ex-officio* (non-voting) member. Committee members may include, but are not limited to, representatives of various organizations, such as mass transit, smart growth, healthy communities, the PTA, SAFE KIDS, Downtown Billings Association, or citizens with concerns for bicycle safety, commuting, recreation, seniors, or access for people with disabilities. ~~And the Active Transportation Planner bicycle/pedestrian coordinator and/or a staff person from the Engineering Division may serve as ex-official members of the board.~~~~

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SECTION 5 ORGANIZATION

A Chairman shall be elected at the first scheduled meeting of the calendar year by a quorum of the Bicycle and Pedestrian Advisory Committee membership present at a duly called meeting. Term of office will be one year or until a successor is elected.

ARTICLE II – DUTIES

SECTION 1 DUTIES OF THE BOARD

The Bicycle and Pedestrian Advisory Board have the duties to:

1. Make recommendations on capital improvement projects, transportation improvement plans, bicycle and pedestrian programs and other ~~C~~city and ~~C~~county programs and projects, insofar as they relate to bicycling, walking, and wheelchair access. City and ~~C~~county officials shall provide appropriate plans and other materials for review by the board within a timely manner;
2. Advise in the development and implementation of ~~C~~city/~~C~~county non-motorized transportation plans and the development of long-range transportation plans;
3. Make recommendations to the ~~C~~city, ~~C~~county, and Planning Board to improve the institutional and professional responsiveness of the ~~C~~city and ~~C~~county to promote non-motorized transportation and pedestrian safety;
4. Advise the ~~Active Transportation Planner Alternative Modes Coordinator~~ regarding school programs to promote operator (children, youth, and adult bicyclists; pedestrians and motorists) awareness and activity through education and public information

programs and enforcement;

5. Make recommendations to the Ceity, Ceounty, and Planning Board regarding design standards for all types of bicycle and pedestrian facilities. Make recommendations regarding design improvements for existing bicycle and pedestrian facilities;
6. Make recommendations to the Ceity, Ceounty, and Planning Board regarding bicycle and pedestrian planning as it relates to facility selection, cost and safety impacts;
7. Make recommendations regarding prioritization of bicycle and pedestrian facilities needed in the Ceity and Ceounty;
8. Consult and advise government agencies to promote bicycling and pedestrian activity as viable forms of urban transportation and to reduce dependence on private automobiles as a primary mode of transportation;
9. Advise the Ceity Transit Division to provide effective linkages between bicyclists and pedestrians and public transportation.

SECTION 2 DUTIES OF OFFICERS

1. Chairman - The chairman will be elected by current members at the first annual meeting. The chairman shall preside at all meetings of the Bicycle and Pedestrian Advisory Committee and call special meetings as needed.
2. Vice Chairman - A vice chairman will be elected by ~~current members~~ current members at the first annual meeting to act during the absence of the elected chairman.

ARTICLE III - MEETINGS

SECTION 1 MEETINGS

The Bicycle and Pedestrian Advisory Committee shall hold regular meetings at a time agreed to by a majority of the committee. When a regularly scheduled meeting is cancelled, a written cancellation notice will be formulated and sent to all the members. Special meetings of the Bicycle and Pedestrian Advisory Committee may be called on ten days notice, or less time when waived by a majority of the Ceommittee.

All regular meetings will be noticed in a newspaper of paid general circulation at least 2 weeks and no less than 6 days prior to the meeting date of the Bbicycle and Ppedestrian Aadvisory Ceommittee. All meetings shall be open to the public in accordance with the Montana State Open Meeting Law. Notice of the meetings shall be calculated to reach all interested and affected members of the

community.

SECTION 2 QUORUM FOR COMMITTEE MEETINGS

A quorum shall consist of a simple majority of the voting members listed in the regular membership section of these bylaws including the chairman or his/her designated representative. Roberts Rules of Order will be followed in all meetings.

SECTION 3 REPORTING ON MEETINGS

A member of the staff of the Yellowstone County Board of Planning ~~transportation planning staff~~ will act as secretary to record the minutes and attendance, prepare required reports, notify members of meetings, and such other duties as required by the Bicycle and Pedestrian Advisory Committee. Only the date, time, attendance, order of business, abbreviated discussions and final decisions of the Bicycle and Pedestrian Advisory Committee will be reported in the minutes.

ARTICLE IV ADOPTION AND AMENDMENT OF ARTICLES

SECTION 1 HOW ADOPTED

These articles may be adopted by a majority of the Bicycle and Pedestrian Advisory Committee at a duly called BPAC meeting.

SECTION 2 HOW AMENDED

These articles may be amended through a multi-step process. First, by a majority of the Bicycle and Pedestrian Advisory Committee at a duly called meeting in which a discussion of the By-laws is a published agenda item must vote in favor of the amendments. Second, the By-laws must be approved by each of the ~~three~~ two governing bodies that created the Bicycle and Pedestrian Advisory Committee: the Yellowstone County Board of Planning, the City of Billings City Council, and the Board of Yellowstone County Commissioners of Yellowstone County.

Regular City Council Meeting

Meeting Date: 09/09/2019

TITLE: Confirmation of Probationary Police Officers Prindle, Grommes, Weber, & Chaffin

PRESENTED BY: Rich St. John, Police Chief

Department: Police

Presentation: No

PROBLEM/ISSUE STATEMENT

On September 4, 2018, Officers Justin Prindle, Jacob Grommes, Lance Weber, & Elizabeth Chaffin were hired by the Billings Police Department as probationary police officers. According to MCA 7-32-4113, the probation period is for one year from the date of hire. The officers have completed their one-year probation and, according to state statute, their names must be submitted to City Council for confirmation. All of the supervisor comments concerning the officers' performance are positive and recommend confirmation.

ALTERNATIVES ANALYZED

Council may:

- Confirm the probationary police officers; or
- Do not confirm the probationary police officers. If the Council chooses to not confirm the officers, it may direct any questions or concerns to the Police Chief and table the item until the next Council meeting.

FINANCIAL IMPACT

There is no financial impact from this action.

RECOMMENDATION

Staff recommends that the City Council confirm Officers Justin Prindle, Jacob Grommes, Lance Weber, & Elizabeth Chaffin as Billings Police Officers.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 09/09/2019
TITLE: MK Subdivision, 2nd Filing - Preliminary Minor Plat
PRESENTED BY: Monica Plecker
Department: Planning & Community Services
Presentation: No

PROBLEM/ISSUE STATEMENT

On August 1, 2019, PEC Engineering, agent for Arrowhead Investments Corporation, applied for preliminary minor plat approval for MK Subdivision, 2nd Filing. The proposed subdivision creates 3 new lots for development. The subject property is generally located on the northwest corner of the intersection of Grand Avenue and 54th Street West. The property is zoned Planned Development (PD) with an underlying zoning of Neighborhood Commercial, (NC).

ALTERNATIVES ANALYZED

In accordance with state law, the City Council has 35 working days to act upon this preliminary minor plat. The 35 working day review period for this proposed plat ends on September 20, 2019. State and City subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the review period, the City Council is required to:

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

FINANCIAL IMPACT

This proposed subdivision has no direct financial impact on the Planning Division.

BACKGROUND

General location: Northwest corner of the intersection of Grand Avenue and 54th Street West
Legal Description: Lots 4, Block 1, of MK Subdivision
Owner/Subdivider: Arrowhead Investments Corporation
Engineer and Surveyor: PEC Engineering
Existing Zoning: PD, underlying Neighborhood Commercial
Existing land use: Vacant
Proposed land use: Commercial
Gross and Net area: 3.631 acres
Proposed number of lots: 3

PROCEDURAL HISTORY

- Pre-application meeting conducted May 16, 2019.
- Preliminary plat application submitted to the Planning Division August 1, 2019.
- Preliminary plat to the City Council September 9, 2019.

- 35 working-day preliminary plat review period ends September 20, 2019.

VARIANCES REQUESTED

No variances from the City Subdivision Regulations have been requested.

STAKEHOLDERS

A public hearing is not required or scheduled for the City Council meeting, however nearby property owners may attend the City Council meeting. The Planning Division has received no public comments or questions regarding the proposed subdivision.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

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

SUMMARY

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

RECOMMENDATION

Staff recommends conditional approval of the preliminary plat of MK Subdivision, 2nd Filing, to the City Council, and adoption of the Findings of Fact as presented in the staff report. Staff recommends the following conditions of approval:

1. To minimize impacts on surrounding streets and intersections and to provide safe traffic movement, prior to final plat approval, the applicant is required to include the contribution amount required for transportation infrastructure, and include it in the SIA for MK Sub, 2nd Filing. The cash contribution is due before any building permit will be issued within this subdivision.
2. To ensure compliance with subdivision regulations and for the proper movement of traffic on the subdivision, prior to final plat approval, the applicant will show on the plat an easement for access to Lot 1 from the intersection of Hawk Creek Avenue and Chy Way.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
4. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

APPROVED BY CITY ADMINISTRATOR

Attachments

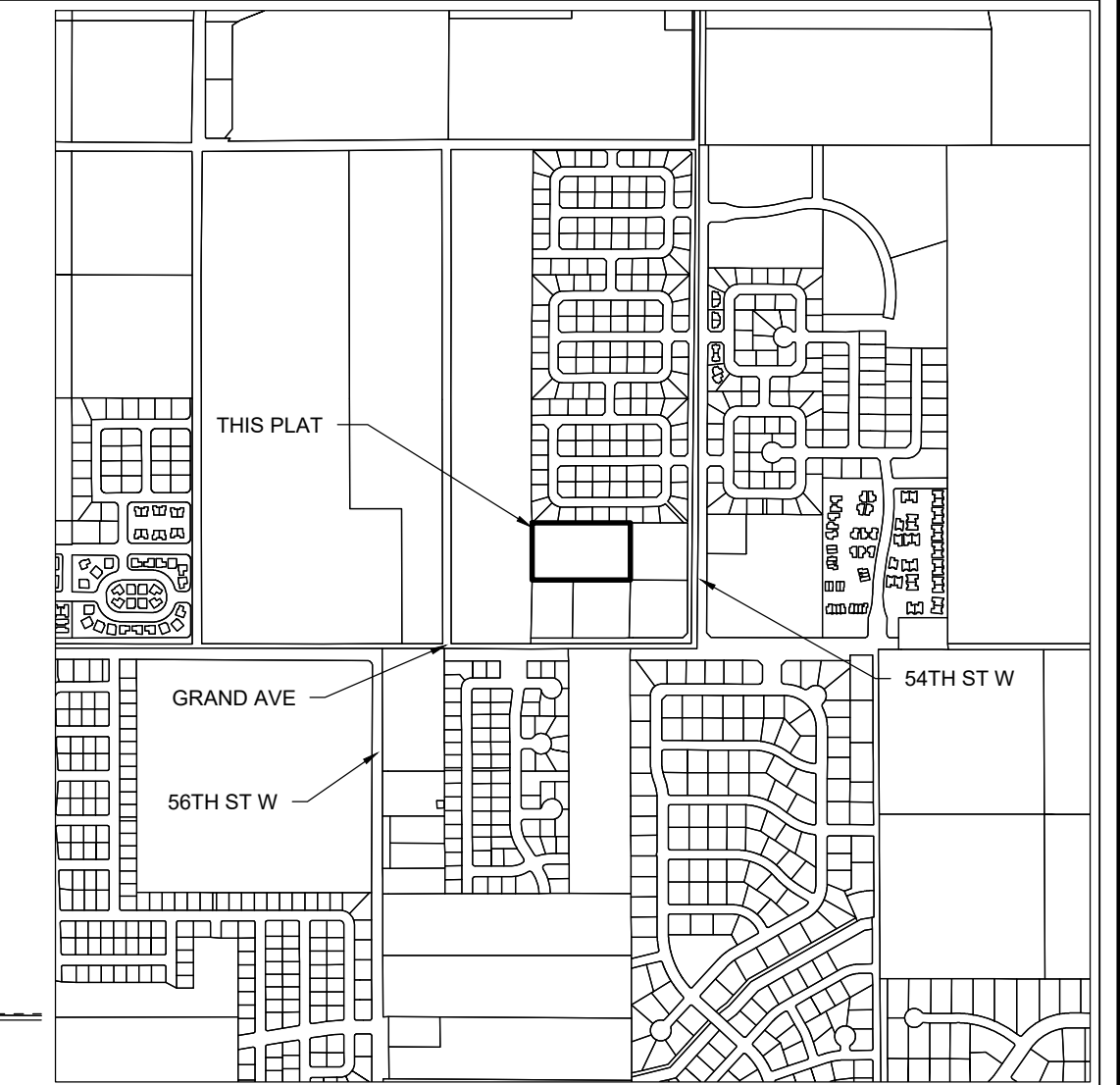
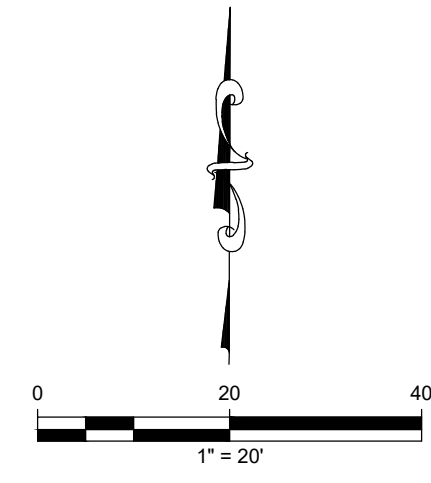
Proposed Plat
Findings of Fact
Mayors Letter

PRELIMINARY PLAT FOR MK SUBDIVISION, 2ND FILING

BEING LOT 4, BLOCK 1 OF MK SUBDIVISION
LOCATED IN THE SE ¼ OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 25 EAST, P.M.M,
YELLOWSTONE COUNTY, MONTANA

EXISTING LAND USE: NEIGHBORHOOD COMMERCIAL
PROPOSED LAND USE: NEIGHBORHOOD COMMERCIAL
ZONING: PLANNED DEVELOPMENT (NC)
PROPERTY OWNER: ARROWHEAD INVESTMENTS CORP

PREPARED FOR : ARROWHEAD INVESTMENTS CORP.
PREPARED BY : PERFORMANCE ENGINEERING, LLC

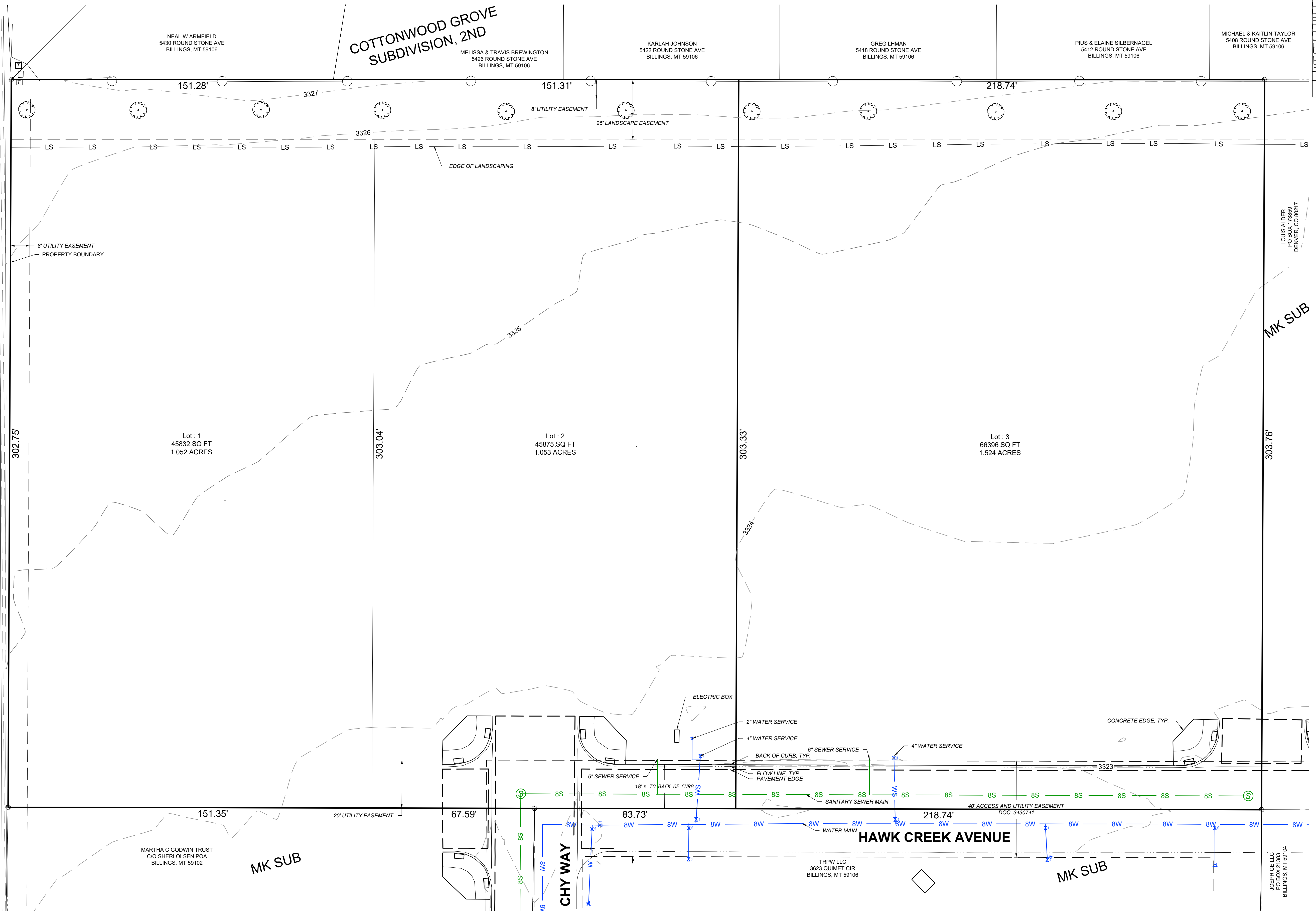


VICINITY MAP

SUNNYCOVE
FRUIT FARMS

LARRY KRAMER
1727 TIBURON LN
BILLINGS, MT 59102

C:\Users\TCallahan\Dropbox (PEC Billings)\PEC Billings Team\Folder\Arrowhead Investment\2019-033 Big Open Beer\CAD\Plat\Pre\19-033 Preliminary Plat.dwg



LOUIS ALDER
POWER
DENVER, CO 80217

PERFORMANCE ENGINEERING, LLC
3623 QUINCY CIR
BILLINGS, MT 59104

FINDINGS OF FACT

The Planning staff has prepared the Findings of Fact for the preliminary plat of MK Subdivision, 2nd Filing. These findings are based on the preliminary plat application and supplemental documents; addressing the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(8), BMCC).

A. What are the effects on agriculture, local services, the natural environment, wildlife, wildlife habitat, and public health, safety and welfare? [MCA 76-3-608 (3) (a) and BMCC 23-302 (8)(b)]

1. Effect on agriculture and agricultural water user facilities

The subject property is not used as farmland. The original MK subdivision was platted in 2007 and was planned as a commercial development. The land has not been used for farming since that time. This proposed subdivision will have no effect on agriculture or water user facilities.

2. Effect on local services

- a. **Utilities** – Water service will be provided by the City of Billings. When the 3 lots are developed the developing party will connect to existing 8 inch water main lines in Hawk Creek Avenue. An easement is shown on the plat to extend water lines to Lot 1. New fire hydrants will be installed in accordance with design standards, specifications, rules and regulations of the City of Billings Public Works Department, Fire Department and the Montana Department of Environmental Quality (MDEQ).

Sanitary sewer service will be provided by the City of Billings. When the 3 lots are developed the developing party will connect to the existing 8 inch sewer main lines in Hawk Creek Avenue. An easement is shown on the plat to extend sewer lines to Lot 1. The new sewer lines will be installed in accordance with design standards, specifications, rules and regulations of the City of Billings Public Works Department and MDEQ as outlined in the SIA under the heading VI Utilities.

Easements have been shown on the face of the plat for private utility companies to use.

- b. **Storm water** – Storm water drainage will be handled by curb and gutters that discharge into storm drainage piping as well as surface conveyance in some areas. These and all other drainage improvements shall satisfy the criteria set forth by the *City of Billings Stormwater Management Manual* and will be subject to review and approval by the City Engineering Division.
- c. **Solid waste** – The City of Billings will provide solid waste collection and disposal. The City's landfill has adequate capacity for this waste.

- d. **Streets** – All internal streets are currently built to City standards providing the required road width, curb/gutters. Boulevard sidewalks will be installed with the development of each lot. They will be built to meet the requirements of the City of Billings Engineering Division and receive their approval before any construction. Any additional street length that may be added to access lots will be built to the City of Billings Engineering standards.

The TIS will need to be updated with the new lots being added to the original subdivision. The updated TIS needs to account for additional commercial lots that will be created with this filing and any additional impact they may have on the surrounding streets and intersections. The original SIA for MK Subdivision required lot 4 to make a cash contribution for improvements to 54th Street and Grand Avenue fronting the subdivision. The required contribution amount needs to be included in the SIA for MK Sub 2nd Filing. The cash contribution is due before any building permit will be issued within this subdivision. **(Condition #1)**

Access to lot 1 will need to be identified. The plat shows a 20' Utility Easement but does not identify an access to lot 1. Subdivision regulations require legal and physical access to all lots in a subdivision. In the SIA under the heading III Transportation E. Access, it states there will be a driveway access to Lot 1 from Hawk Creek Avenue. That would require an easement across Lot 2, which is not called out or shown on the plat. This will need to be addressed before final plat. **(Condition #2)**

- e. **Emergency services** – The Billings Police and Fire Department will respond to emergencies within the proposed subdivision. The nearest fire station is located at 1501 54th St. West (Station #7). When the lots develop in the future, the lot developer will be installing fire hydrants at the required locations to meet regulations outlined in Fire Code. The Billings Police noted in comments that “continued development will eventually require additional resources to maintain current levels of service”. The subdivision is located within the ambulance service area of American Medical Response (AMR).
- f. **Schools** – Although this subdivision is in School District #2 it is a commercial development and will have no effect on the school population.
- g. **Parks and Recreation** – This is a commercial development and they are not required to provide any parkland with this proposed subdivision.
- h. **Mail Delivery** - The United States Postal Service (USPS) will provide postal service to the subdivision; the USPS has indicated centralized mailbox units will be required.

3. Effect on the natural environment

The subject property is relatively level, former farmland, which is now mostly grassland adjacent to residential development to the north and southeast. In the SIA there is a

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

4. Effect on wildlife and wildlife habitat

There are no known endangered or threatened species on the property. There is a paragraph in the SIA that warns future lot owners of the presence of wildlife habitat in the area, and wildlife indigenous to the area may cause damage to their landscaping or interface with domestic animals, residents, and visitors. This subdivision should have a minimal effect on wildlife and wildlife habitat.

5. Effect on the public health, safety and welfare

There should be no impacts to public health, safety and welfare because of this subdivision.

B. Was an Environmental Assessment required? [(MCA 76-3-616 and BMCC 23-902)]

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-616 (2), MCA.

C. Does the subdivision conform to the City of Billings 2016 Growth Policy, the 2018 Urban Area Transportation Plan and the Billings Area Bikeway and Trail Master Plan? [BMCC 23-(8)]

1. City of Billings 2016 Growth Policy

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

Essential Investments (relating public and private expenditures to public values): Neighborhoods that are safe and attractive and provide essential services are much desired (p. 7).

Prosperity (promoting equal opportunity and economic advancement) A diversity of available jobs can ensure a strong Billings' economy. Successful businesses that provide local jobs benefit the community. (p.9)

2. 2018 Urban Area Transportation Plan

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

3. Billings Area Bikeways and Trail Master Plan (BABTMP)

The proposed subdivision lies within the jurisdiction of the BABTMP. There is a long-range bike lane identified on Grand Avenue and a short-range bike lane identified on 54th Street West. With the original MK Subdivision, a 25-foot landscape and bike trail was established along the entire length of the north boundary of the subdivision. This filing will be retaining that feature. The development of the lots will require that trail and landscape buffer to be installed.

D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608 (3) (b) and BMCC 23-302(8)(b)(1)]

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

E. Does the proposed subdivision conform to all requirements of the zoning in effect? [BMCC 23-302 (8)(b)(5)]

The subject property will conform to the requirements of current zoning in reference to lot size. When the lots are sold and they submit for a building permit at that time the additional requirements of zoning will be reviewed with the permit process.

F. Does the proposed plat provide easements for the location and installation of any utilities? [MCA 76-3-608 (3) (c) and BMCC 23-302 (8)(b)(2)]

The subdivider has provided utility easements as requested by private utility companies on the face of the plat.

G. Does the proposed plat provide legal and physical access to each parcel within the subdivision and notation of that access on the plat? [MCA 76-3-608 (3) (d) and BMCC 23-302 (8)(b)(3)]

Legal and physical access to the proposed lots is provided from Hawk Creek Avenue and Chy Way. However, Access to lot 1 will need to be identified. The plat shows a 20' Utility Easement but does not identify an access to lot 1. Subdivision regulations require legal and physical access to all lots in a subdivision. In the SIA under the heading III Transportation E. Access, it states there will be a driveway access to Lot 1 from Hawk Creek Avenue. That would require an easement across Lot 2, which is not called out or shown on the plat. This will need to be addressed before final plat. **(Condition #2)**

CONCLUSIONS OF FINDINGS OF FACT

- The preliminary plat of MK Subdivision, 2nd Filing does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to several of the goals and policies of the 2016 Growth Policy and does not conflict with the Transportation Plan or Billings Area Bikeways and Trail Master Plan.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

RECOMMENDATION

Staff recommends conditional approval of the preliminary plat of MK Subdivision, 2nd Filing to the City Council, and adopt the Findings of Fact as presented in the staff report.

Approved by the Billings City Council, September 9, 2019

William A. Cole, Mayor

pc. PEC Engineering



CITY OF BILLINGS

WILLIAM A. COLE, MAYOR

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

September 9, 2019

Arrowhead Investments Corporation
115 North Broadway, Suite 200
Billings, MT 59101

Dear Applicant:

On September 9, 2019, the Billings City Council conditionally approved the preliminary plat of MK Subdivision, 2nd Filing subject to the following conditions of approval:

1. To minimize impacts on surrounding streets and intersections and to provide safe traffic movement, prior to final plat approval, the applicant is required to include the contribution amount required, and include it in the SIA for MK Sub 2nd Filing. The cash contribution is due before any building permit will be issued within this subdivision.
2. To ensure compliance with subdivision regulations and for the proper movement of traffic on the subdivision, prior to final plat approval, the applicant will show on the plat an easement for access to Lot 1 from the intersection of Hawk Creek Avenue and Chy Way.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
4. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

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

Sincerely,

William A. Cole, Mayor

Pc: PEC Engineering

Regular City Council Meeting

Meeting Date: 09/09/2019

TITLE: Payment of Claims for the week of August 5, 2019

PRESENTED BY: Andy Zoeller

Department: City Hall Administration

Presentation: No

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$2,443,176.63 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

Check Date	Check	Name	Fund Name	Amount	Item Desc
08/05/2019	825447	A & E Architects, PC	Water	\$ 2,112.00	WO 17-13 Belknap Extension Remodel; 1900601/1
08/05/2019	825447	A & E Architects, PC	Wastewater	\$ 1,408.00	WO 17-13 Belknap Extension Remodel; 1900601/1
08/05/2019	825448	A & I Distributors	Solid Waste	\$ 39.79	3327281
08/05/2019	825448	A & I Distributors	Oper	\$ 40.33	3327281
08/05/2019	825448	A & I Distributors	Public Safety	\$ 39.79	3327281
08/05/2019	825448	A & I Distributors	Oper	\$ 557.70	def for vehicles
08/05/2019	825448	A & I Distributors	Transit	\$ 92.95	3334346
08/05/2019	825448	A & I Distributors	Fleet	\$ 3,082.22	3334182 PO NUM 308529
08/05/2019	825448	A & I Distributors	Solid Waste	\$ 86.40	Armorall for the garbage trucks 3326250
08/05/2019	825448	A & I Distributors	Solid Waste	\$ 142.69	DEF Nozzle
08/05/2019	825448	A & I Distributors	Solid Waste	\$ 557.70	DEF
08/05/2019	825448	A & I Distributors	Fleet	\$ 386.95	3323092 PO NUM 308529
08/05/2019	825448	A & I Distributors	Solid Waste	\$ 991.65	DEF for the garbage trucks 3323468
08/05/2019	825448	A & I Distributors	Fleet	\$ 3,500.32	3327281 PO NUM 308529
08/05/2019	825448	A & I Distributors	Transit	\$ 92.95	3322602
08/05/2019	825448	A & I Distributors	Fleet	\$ 127.83	3327281 PO NUM 308529
08/05/2019	825448	A & I Distributors	Transit	\$ 433.95	3331009 PO NUM 308529
08/05/2019	825462	Altimus Distributing	Public Safety	\$ 14,535.00	UWT065DOL UNIMACS 65LB WASHER EXTRACTOR
08/05/2019	825465	Archie Cochrane	Fleet	\$ 80.93	5288914 PO NUM 308659
08/05/2019	825465	Archie Cochrane	Fleet	\$ 80.04	5288914 PO NUM 308659
08/05/2019	825465	Archie Cochrane	Fleet	\$ 110.52	5290389 PO NUM 308695
08/05/2019	825465	Archie Cochrane	Public Safety	\$ 50.14	5290403
08/05/2019	825465	Archie Cochrane	Water	\$ 14.97	5290867
08/05/2019	825465	Archie Cochrane	Public Safety	\$ 39.52	5290563
08/05/2019	825465	Archie Cochrane	Public Safety	\$ 7.50	5290844
08/05/2019	825465	Archie Cochrane	Public Safety	\$ 65.31	5290391
08/05/2019	825465	Archie Cochrane	Public Safety	\$ 41.14	5290392
08/05/2019	825465	Archie Cochrane	Public Safety	\$ 212.84	5290381
08/05/2019	825465	Archie Cochrane	Public Safety	\$ 22.80	5290390
08/05/2019	825465	Archie Cochrane	Public Safety	\$ (79.84)	5290449
08/05/2019	825465	Archie Cochrane	Public Safety	\$ 1,464.76	847844/1
08/05/2019	825465	Archie Cochrane	Public Safety	\$ 8.08	5289850
08/05/2019	825465	Archie Cochrane	Public Safety	\$ 148.96	5289677
08/05/2019	825465	Archie Cochrane	Public Safety	\$ 18.39	5289759
08/05/2019	825465	Archie Cochrane	Public Safety	\$ 52.48	5289832
08/05/2019	825465	Archie Cochrane	Oper	\$ 154.24	5289760
08/05/2019	825465	Archie Cochrane	Public Safety	\$ 291.01	5289299
08/05/2019	825465	Archie Cochrane	Oper	\$ 255.16	5289726
08/05/2019	825465	Archie Cochrane	Public Safety	\$ 118.66	5288914
08/05/2019	825465	Archie Cochrane	Public Safety	\$ 55.04	5289898
08/05/2019	825465	Archie Cochrane	Public Safety	\$ 71.33	5288884
08/05/2019	825465	Archie Cochrane	General	\$ 20.03	5289636
08/05/2019	825465	Archie Cochrane	Public Safety	\$ 342.20	5289846
08/05/2019	825465	Archie Cochrane	Public Safety	\$ 114.68	5289915
08/05/2019	825465	Archie Cochrane	Public Safety	\$ 118.66	5289841
08/05/2019	825465	Archie Cochrane	Transit	\$ 187.71	5291421
08/05/2019	825465	Archie Cochrane	Transit	\$ 14.89	5291272
08/05/2019	825466	Automatic Doors Of Montana Inc	Airport	\$ 266.23	Invoice #18299. Repair Door #3
08/05/2019	825466	Automatic Doors Of Montana Inc	Airport	\$ 4,873.81	Repair Door #3 and Door #4
08/05/2019	825468	Beartooth Environmental, Inc.	Solid Waste	\$ 4,975.40	Hazardous Waste Removal from the Landfill 9374

Check Date	Check	Name	Fund Name	Amount	Item Desc
08/05/2019	825469	Services	Public Safety	\$ 1,128.00	GLOVES, STRUCTURE FIRE, LEATHER [LARGE]
08/05/2019	825469	Services	Public Safety	\$ 80.00	CHIMNEY BOMBS
08/05/2019	825469	Services	Public Safety	\$ 940.00	GLOVES, STRUCTURE FIRE, LEATHER [SMALL]
08/05/2019	825469	Services	Public Safety	\$ 940.00	GLOVES, STRUCTURE FIRE, LEATHER [MEDIUM]
08/05/2019	825472	Big Sky Linen & Uniform	Public Safety	\$ 280.77	1076 FIRE/911 JULY 2019 LINEN SERVICE
08/05/2019	825472	Big Sky Linen & Uniform	Water	\$ 711.36	2600 7..29..19; MONTHLY UNIFORM FEES
08/05/2019	825472	Big Sky Linen & Uniform	Wastewater	\$ 621.36	2600 7..29..19; MONTHLY UNIFORM FEES
08/05/2019	825472	Big Sky Linen & Uniform	Water	\$ 33.28	2600 7..29..19; MONTHLY UNIFORM FEES
08/05/2019	825472	Big Sky Linen & Uniform	Water	\$ 365.89	9390 7..29..19; FLOOR MATS
08/05/2019	825472	Big Sky Linen & Uniform	Wastewater	\$ 10.24	2600 7..29..19; MONTHLY UNIFORM FEES
08/05/2019	825472	Big Sky Linen & Uniform	Wastewater	\$ 243.93	9390 7..29..19; FLOOR MATS
08/05/2019	825472	Big Sky Linen & Uniform	Public Safety	\$ 30.09	1076 FIRE/911 JULY 2019 LINEN SERVICE
08/05/2019	825472	Big Sky Linen & Uniform	Wastewater	\$ 684.16	2600 7..29..19; MONTHLY UNIFORM FEES
08/05/2019	825472	Big Sky Linen & Uniform	Water	\$ 212.48	2600 7..29..19; MONTHLY UNIFORM FEES
08/05/2019	825472	Big Sky Linen & Uniform	Water	\$ 1,026.24	2600 7..29..19; MONTHLY UNIFORM FEES
08/05/2019	825474	Billings Clinic	Public Safety	\$ 600.00	Billings Clinic SANE Exam 2019064
08/05/2019	825474	Billings Clinic	Public Safety	\$ 600.00	Billings Clinic SANE Exam 2019047
08/05/2019	825474	Billings Clinic	Public Safety	\$ 600.00	Billings Clinic SANE 2019057
08/05/2019	825474	Billings Clinic	Public Safety	\$ 600.00	Billings Clinic SANE Exam 2019055
08/05/2019	825474	Billings Clinic	Public Safety	\$ 600.00	Billings Clinic SANE 2019061
08/05/2019	825474	Billings Clinic	Public Safety	\$ 600.00	Billings Clinic Sane Exam 2019053
08/05/2019	825474	Billings Clinic	Public Safety	\$ 176.00	Billings Clinic 536271342-I, emergency room charges
08/05/2019	825474	Billings Clinic	Public Safety	\$ 600.00	Billings Clinic SANE 2019058
08/05/2019	825482	Buildingeye Inc	Inspection	\$ 5,745.83	I20-001477 Buildingeye Inc
08/05/2019	825483	Business Tax Section	Park District 1	\$ 20.00	New pump station at Riverfront park-final tax payment on invoices 19128, 19109
08/05/2019	825483	Business Tax Section	Water	\$ 22.07	WO 19-20 WTP Solids Hauling; RetRel 1F
08/05/2019	825483	Business Tax Section	Storm Sewer	\$ 462.20	WO 17-26 62nd & Rimrock Stormwater Detention Pond; Pmt 3
08/05/2019	825483	Business Tax Section	Wastewater	\$ 1,075.37	WO 17-14 Grand Ave Water & Sewer Extensions; Pmt 1
08/05/2019	825483	Business Tax Section	Water	\$ 1,736.62	WO 17-14 Grand Ave Water & Sewer Extensions; Pmt 1
08/05/2019	825483	Business Tax Section	Water	\$ 2,734.58	WO 19-10 Hillcrest Rd Water Main; Pmt 2
08/05/2019	825483	Business Tax Section	Storm Sewer	\$ 595.28	WO 19-25 Sam Snead Trail Storm Drain Improvements; Pmt 1
08/05/2019	825483	Business Tax Section	Oper	\$ 980.42	from po#19-000264 for roundabout painting.
08/05/2019	825483	Business Tax Section	Construction	\$ 1,762.04	Change order #1 for FirstMark (176,204)
08/05/2019	825483	Business Tax Section	Construction	\$ 1,995.73	Centennial Park phase 1 construction-FristMark Construction
08/05/2019	825483	Business Tax Section	Water	\$ 252.30	TEMPORARY WATER FOR S. 38th ST - 1st-4th AVE S.
08/05/2019	825483	Business Tax Section	Airport	\$ 30.00	Replace Make-up Air unites for Airport Terminal Building Kitchen
08/05/2019	825488	Century Link	EOC 911	\$ 7,311.47	406-255-9700 E911
08/05/2019	825488	Century Link	Transit	\$ 51.38	406-254-7038 MET Transit
08/05/2019	825488	Century Link	EOC 911	\$ 0.58	406-255-9702 E911 Backup Line 4 Call Reroute
08/05/2019	825488	Century Link	Public Safety	\$ 49.97	406-655-0728 Fire Maintenance Shop
08/05/2019	825488	Century Link	Airport	\$ 99.94	406-252-9412 Airport
08/05/2019	825488	Century Link	System	\$ 127.10	406-657-3009 PUD Measured Lines 406-247-8579
08/05/2019	825488	Century Link	General	\$ 55.66	406-652-5507 Parks
08/05/2019	825488	Century Link	General	\$ 43.53	406-652-8403 Stewart Park Batting Cages
08/05/2019	825488	Century Link	General	\$ 39.60	406-657-3014 Parks 3890 Stillwater
08/05/2019	825488	Century Link	Parking	\$ 39.60	406-657-3054 Park 1 Elevator Phone
08/05/2019	825488	Century Link	System	\$ 87.50	406-252-3774 BOC Measured Lines 406-252-3789
08/05/2019	825488	Century Link	General	\$ 49.97	406-652-0269 Cemetery FAX Line
08/05/2019	825488	Century Link	Oper	\$ 40.71	406-652-8104 PW Traffic Signal 24 Central
08/05/2019	825488	Century Link	Airport	\$ 59.92	406-252-0721 Airport 1FB Line

Check Date	Check	Name	Fund Name	Amount	Item Desc
08/05/2019	825488	Century Link	System	\$ 141.08	Four Dances 406.657.3040
08/05/2019	825488	Century Link	Parking	\$ 49.97	406-252-2041 Park 2 Elevator Phone
08/05/2019	825488	Century Link	System	\$ 131.74	South Park 406.247.8575
08/05/2019	825488	Century Link	System	\$ 2,869.48	Main Centrex line 406.657.8377 500B
08/05/2019	825488	Century Link	System	\$ 141.08	Pioneer Park 406.657.8298
08/05/2019	825488	Century Link	EOC 911	\$ 410.43	406-245-8527 New 9-1-1 Center
08/05/2019	825488	Century Link	System	\$ 491.63	5020-74000-403450
08/05/2019	825488	Century Link	System	\$ 139.56	Fire Alarm 406.657.3058
08/05/2019	825488	Century Link	System	\$ 371.42	BOC Alarms 406.247.1276, 406.247.1277, 406.247.1278
08/05/2019	825494	Chicago Title of Montana LLC	CDBG	\$ 15,000.00	FTHB Tanya Brawley 3907 4th Ave S
08/05/2019	825495	Chicago Title of Montana LLC	CDBG	\$ 10,000.00	FTHB Cassidy Syring 1640 Moose Hollow Unit T
08/05/2019	825498	CMG AC, LLC	Storm Sewer	\$ 45,758.31	WO 17-26 62nd & Rimrock Stormwater Detention Pond; Pmt 3
08/05/2019	825501	Community Solutions Inc	Grants	\$ 315.00	19 July CSI GPS Ehlenberg
08/05/2019	825501	Community Solutions Inc	Grants	\$ 500.00	19 July CSI ETG ETC
08/05/2019	825501	Community Solutions Inc	Grants	\$ 500.00	19 July CSI Field Contacts
08/05/2019	825501	Community Solutions Inc	Grants	\$ 1,700.00	19 July CSI EtG
08/05/2019	825502	Cop Construction Co	Wastewater	\$ 106,461.78	WO 17-14 Grand Ave Water & Sewer Extensions; Pmt 1
08/05/2019	825502	Cop Construction Co	Water	\$ 171,925.63	WO 17-14 Grand Ave Water & Sewer Extensions; Pmt 1
08/05/2019	825506	Creative Monograms	Transit	\$ 5,291.00	Drivers' uniforms for FY18/19
08/05/2019	825506	Creative Monograms	Transit	\$ 1,161.00	Drivers' uniforms for FY18/19
08/05/2019	825507	Cues	Oper	\$ 1,509.45	repairs of controller to unit 1109
08/05/2019	825507	Cues	Oper	\$ 2,398.42	repairs to camera on unit 1109
08/05/2019	825508	Cummins Rocky Mountain LLC	Solid Waste	\$ 82.64	12060
08/05/2019	825508	Cummins Rocky Mountain LLC	Solid Waste	\$ 353.85	12013
08/05/2019	825508	Cummins Rocky Mountain LLC	Solid Waste	\$ 20.00	12013
08/05/2019	825508	Cummins Rocky Mountain LLC	Transit	\$ 852.35	38-12530
08/05/2019	825508	Cummins Rocky Mountain LLC	Transit	\$ (125.00)	38-12465
08/05/2019	825508	Cummins Rocky Mountain LLC	Transit	\$ 1,355.46	38-12381
08/05/2019	825508	Cummins Rocky Mountain LLC	Solid Waste	\$ 119.41	12237
08/05/2019	825513	Dell Computer L P	Public Safety	\$ 1,411.71	WatchGuard, Police
08/05/2019	825513	Dell Computer L P	Water	\$ 1,770.43	4 24" monitors
08/05/2019	825513	Dell Computer L P	Wastewater	\$ 1,180.29	4 24" monitors
08/05/2019	825518	Dorsey & Whitney Llp	SID Construction	\$ 7,500.00	3511775 SID #1404 Bonds, Series 2019
08/05/2019	825519	Inc.	27th	\$ 15,700.00	2017 Battle of the Plans continuation
08/05/2019	825520	Dustbusters	Oper	\$ 2,644.68	mag chloride used for dust suppressant on gravel roads
08/05/2019	825524	Association	Parking	\$ 7,837.42	7232019_ City of Billings July Assessment
08/05/2019	825525	Empire Heating & Cooling	Airport	\$ 2,970.00	Replace Make-up Air unites for Airport Terminal Building Kitchen
08/05/2019	825534	Montana Inc	CDBG	\$ 15,000.00	FTHB Lauren Huck 4207 Jansma
08/05/2019	825534	Montana Inc	CDBG	\$ 15,000.00	FTHB Denise Fortune 733 Cook Avenue
08/05/2019	825535	First Montana Title Co	CDBG	\$ 15,000.00	FTHB Brittany Brown 4131 Arden
08/05/2019	825536	First Montana Title Co	CDBG	\$ 15,000.00	FTHB Lisa Cottrell 3295 Granger Ave E Unit 18
08/05/2019	825537	FirstMark Construction LLC	Storm Sewer	\$ 58,932.72	WO 19-25 Sam Snead Trail Storm Drain Improvements; Pmt 1
08/05/2019	825537	FirstMark Construction LLC	Construction	\$ 174,441.96	Change order #1-increase po (176,204)1% business tax taken out
08/05/2019	825537	FirstMark Construction LLC	Construction	\$ 197,577.02	Construct phase 1 of Centennial Park
08/05/2019	825556	Hardrives Construction Inc	Facilities Mngmt	\$ 2,980.00	Remove and replace asphalt 4848 Midland Road
08/05/2019	825559	HDR, Inc.	Water	\$ 35,668.41	WO 18-23 Water Master Plan Update; 1200204462/6
08/05/2019	825559	HDR, Inc.	Water	\$ 4,311.45	previous CO; 1200504461/11
08/05/2019	825559	HDR, Inc.	Wastewater	\$ 3,072.05	WO 19-21 WRF Influent Lift Station; 1200204464/1
08/05/2019	825559	HDR, Inc.	Wastewater	\$ 13,266.24	WO 19-11 WRF Nutrient Recovery & Biosolids Facilities Plan; 1200204980/5
08/05/2019	825559	HDR, Inc.	Arterial Streets	\$ 21,616.09	WO 19-38 Monad 19th - 20th Connection; Pmt 2

Check Date	Check	Name	Fund Name	Amount	Item Desc
08/05/2019	825559	HDR, Inc.	Wastewater	\$ 120,143.87	from 4210 to 5130; 1200204459/61
08/05/2019	825561	Holland & Hart LLP	Storm Sewer	\$ 5,236.00	Upper Missouri Waterkeeper Lawsuit
08/05/2019	825563	Hose & Rubber Supply Inc	Solid Waste	\$ 408.76	E34652.001
08/05/2019	825563	Hose & Rubber Supply Inc	Solid Waste	\$ 204.26	E34971.001
08/05/2019	825563	Hose & Rubber Supply Inc	Solid Waste	\$ 113.61	E34829.001
08/05/2019	825563	Hose & Rubber Supply Inc	Transit	\$ 155.53	E34711-001
08/05/2019	825563	Hose & Rubber Supply Inc	Solid Waste	\$ 207.20	E33025.001
08/05/2019	825563	Hose & Rubber Supply Inc	Public Safety	\$ 5.30	E32075.001
08/05/2019	825563	Hose & Rubber Supply Inc	Solid Waste	\$ 284.44	E31977.001
08/05/2019	825563	Hose & Rubber Supply Inc	Solid Waste	\$ 276.11	E32588.001
08/05/2019	825563	Hose & Rubber Supply Inc	Solid Waste	\$ 119.78	E32923.001
08/05/2019	825563	Hose & Rubber Supply Inc	Solid Waste	\$ 50.17	E33349.001
08/05/2019	825563	Hose & Rubber Supply Inc	Solid Waste	\$ 233.56	E32564.001
08/05/2019	825563	Hose & Rubber Supply Inc	Solid Waste	\$ 268.33	E32852.001
08/05/2019	825563	Hose & Rubber Supply Inc	Solid Waste	\$ 55.94	E32772.001
08/05/2019	825563	Hose & Rubber Supply Inc	Oper	\$ 65.09	E33198.001
08/05/2019	825563	Hose & Rubber Supply Inc	Oper	\$ 113.69	E32678.001
08/05/2019	825563	Hose & Rubber Supply Inc	Solid Waste	\$ 135.32	E33094.001
08/05/2019	825563	Hose & Rubber Supply Inc	Water	\$ 47.70	HYDRAULIC FITTING 7510
08/05/2019	825563	Hose & Rubber Supply Inc	Wastewater	\$ 31.80	HYDRAULIC FITTING 7510
08/05/2019	825564	Hydrotech	Water	\$ 24,977.70	TEMPORARY WATER FOR S. 38th ST - 1st-4th AVE S.
08/05/2019	825565	I-State Truck, Inc.	Wastewater	\$ 47.39	C251270595.01
08/05/2019	825565	I-State Truck, Inc.	Public Safety	\$ 692.72	C251270890.01
08/05/2019	825565	I-State Truck, Inc.	Public Safety	\$ (149.50)	C251271003.01
08/05/2019	825565	I-State Truck, Inc.	Oper	\$ 162.40	C251270696.01
08/05/2019	825565	I-State Truck, Inc.	Solid Waste	\$ 54.68	C251270728.01
08/05/2019	825565	I-State Truck, Inc.	Wastewater	\$ 659.16	C251270608.01
08/05/2019	825565	I-State Truck, Inc.	Solid Waste	\$ 61.25	C251270462.01
08/05/2019	825565	I-State Truck, Inc.	Public Safety	\$ 210.34	C251270889.01
08/05/2019	825565	I-State Truck, Inc.	Oper	\$ 478.04	C251270871.01
08/05/2019	825565	I-State Truck, Inc.	Public Safety	\$ 86.40	C251270989.01
08/05/2019	825565	I-State Truck, Inc.	Oper	\$ 58.28	C251270456.01
08/05/2019	825565	I-State Truck, Inc.	Oper	\$ 40.62	C251270967.01
08/05/2019	825565	I-State Truck, Inc.	Public Safety	\$ 390.00	251068829.01
08/05/2019	825565	I-State Truck, Inc.	Oper	\$ 141.34	251270027.01
08/05/2019	825565	I-State Truck, Inc.	Oper	\$ 61.97	251269972.01
08/05/2019	825565	I-State Truck, Inc.	Oper	\$ (123.87)	251270028.01
08/05/2019	825565	I-State Truck, Inc.	Public Safety	\$ 390.00	251068746.01
08/05/2019	825565	I-State Truck, Inc.	Oper	\$ 143.04	251270127.01
08/05/2019	825565	I-State Truck, Inc.	Oper	\$ 112.27	251270004.01
08/05/2019	825565	I-State Truck, Inc.	Oper	\$ 161.35	251270006.01
08/05/2019	825565	I-State Truck, Inc.	Oper	\$ 25.81	251270020.01
08/05/2019	825565	I-State Truck, Inc.	Oper	\$ 63.20	251270181.01
08/05/2019	825565	I-State Truck, Inc.	Oper	\$ 64.91	251269850.01
08/05/2019	825565	I-State Truck, Inc.	Oper	\$ 14.75	251270004.01
08/05/2019	825566	Iaff	Svc	\$ 4,640.90	Payroll Summary
08/05/2019	825568	Impact Absorbents, Inc.	Fleet	\$ 1,064.03	66454
08/05/2019	825568	Impact Absorbents, Inc.	Public Safety	\$ 2,128.05	66454
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 1,023.30	40915390
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 205.45	40993029

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08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 14.72	40804308
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 16.80	40804312
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 10.17	40897487
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 14.99	40901155
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 14.97	40901153
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 11.20	40901153
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 22.00	40956432
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 10.61	40993028
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 13.56	40956436
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 305.70	40956438
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 176.95	40993029
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 17.70	40804302
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 50.98	40804309
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 14.99	40804310
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 1,211.40	40897488
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 89.90	40972254
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 21.99	40993029
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 116.77	40901154
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 15.34	40804311
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 51.91	40956432
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 80.95	40956434
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 270.55	40993032
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 14.74	40804303
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 31.44	40804304
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 21.99	40804306
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 23.99	40804307
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 1,782.00	40820495
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 10.17	40901151
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 22.99	40804305
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 38.49	40956435
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 22.00	40901154
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 104.80	40993030
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 142.54	40804306
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 23.60	40956433
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 111.33	40956435
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 162.00	40972255
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 282.62	40993029
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 1,860.37	40956435
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 42.60	40993028
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 8.97	40901152
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 1,733.57	40956435
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 1,286.10	40956437
08/05/2019	825571	Ingram Library Services Inc.	Library	\$ 11.99	40993031
08/05/2019	825581	Knife River (JTL Group Inc.)	Oper	\$ 790.59	asphalt
08/05/2019	825581	Knife River (JTL Group Inc.)	Oper	\$ 3,421.14	asphalt
08/05/2019	825581	Knife River (JTL Group Inc.)	Oper	\$ 1,888.98	asphalt
08/05/2019	825581	Knife River (JTL Group Inc.)	Oper	\$ 2,689.26	asphalt
08/05/2019	825581	Knife River (JTL Group Inc.)	Oper	\$ 4,770.33	asphalt
08/05/2019	825581	Knife River (JTL Group Inc.)	Oper	\$ 1,303.86	asphalt
08/05/2019	825581	Knife River (JTL Group Inc.)	Oper	\$ 114.57	asphalt

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08/05/2019	825581	Knife River (JTL Group Inc.)	Oper	\$ 42.02	3" crushed base
08/05/2019	825590	Local 521	Public Safety	\$ 2,700.00	BUREAU PERSONNEL: UNIFORM ALLOWANCE FY2020
08/05/2019	825590	Local 521	Public Safety	\$ 49,500.00	SUPPRESSION PERSONNEL: UNIFORM ALLOWANCE FY2020
08/05/2019	825590	Local 521	Public Safety	\$ 900.00	TRAINING PERSONNEL: UNIFORM ALLOWANCE FY2020
08/05/2019	825602	Montana CSED	Svc	\$ 3,690.37	Payroll Summary
08/05/2019	825603	Environmental Quality	Solid Waste	\$ 31,612.70	landfill license #113 SW #113-1
08/05/2019	825606	Montana State Fireman's Assoc	Svc	\$ 4,218.52	Payroll Summary
08/05/2019	825608	Morrison Maierle Inc	Airport	\$ 384.63	Repave Long-Term Parking Lot - CA
08/05/2019	825608	Morrison Maierle Inc	Airport	\$ 538.92	AIP XX. SCBA & Bunker Gear. Development Specification & Bid Packet - Local Share
08/05/2019	825608	Morrison Maierle Inc	Airport	\$ 4,850.33	Share
08/05/2019	825608	Morrison Maierle Inc	Airport	\$ 6,383.25	AIP 58 Terminal Building Expansion - Final Design Phase - Design - Local Share
08/05/2019	825608	Morrison Maierle Inc	Airport	\$ 36,572.65	AIP 58 Terminal Building Expansion - Final Design Phase - Design - Federal Share
08/05/2019	825608	Morrison Maierle Inc	Water	\$ 58,051.99	WO 17-16 Zone 4 North Fox Pump Station; 194800/20
08/05/2019	825608	Morrison Maierle Inc	Airport	\$ 821.55	Land Acquisition Phase I - Federal Share
08/05/2019	825608	Morrison Maierle Inc	Airport	\$ 91.28	Land Acquisition Phase I - Local Share
08/05/2019	825608	Morrison Maierle Inc	Airport	\$ 706.15	Circuit TV System at the QTA
08/05/2019	825608	Morrison Maierle Inc	Airport	\$ 378.41	Land Acquisition-COS 2037 Tracts 9 ,1 and 12 - Federal Share
08/05/2019	825608	Morrison Maierle Inc	Airport	\$ 42.05	Land Acquisition-COS 2037 Tracts 9 ,1 and 12 - Local Share
08/05/2019	825611	Association	Svc	\$ 3,457.50	Payroll Summary
08/05/2019	825613	Musol Limited	Wastewater	\$ 4,860.20	12953; CHEMICALS
08/05/2019	825615	Napa Auto Parts	Public Safety	\$ 135.25	121270
08/05/2019	825615	Napa Auto Parts	Solid Waste	\$ 16.07	123039
08/05/2019	825615	Napa Auto Parts	Public Safety	\$ 7.29	123130
08/05/2019	825615	Napa Auto Parts	Solid Waste	\$ 39.48	68367
08/05/2019	825615	Napa Auto Parts	Transit	\$ 18.58	3977-00-127436
08/05/2019	825615	Napa Auto Parts	Oper	\$ 17.81	121259
08/05/2019	825615	Napa Auto Parts	Water	\$ 42.40	122964
08/05/2019	825615	Napa Auto Parts	Transit	\$ 7,001.80	Lift jacks for heavy duty four post drive-on lifts in shop
08/05/2019	825615	Napa Auto Parts	Transit	\$ 38.19	3977-00-127689
08/05/2019	825615	Napa Auto Parts	Oper	\$ 26.55	122834
08/05/2019	825615	Napa Auto Parts	Transit	\$ 122.20	3977-00-127645
08/05/2019	825615	Napa Auto Parts	Solid Waste	\$ 309.44	123736
08/05/2019	825615	Napa Auto Parts	Fleet	\$ 179.99	124439
08/05/2019	825615	Napa Auto Parts	Oper	\$ 652.44	121629
08/05/2019	825615	Napa Auto Parts	Solid Waste	\$ 2.73	122138
08/05/2019	825615	Napa Auto Parts	Public Safety	\$ 118.85	122235
08/05/2019	825615	Napa Auto Parts	Transit	\$ 259.00	3977-00-126997 PO NUM 308654
08/05/2019	825615	Napa Auto Parts	Solid Waste	\$ 2.73	122074
08/05/2019	825615	Napa Auto Parts	Fleet	\$ 4.99	122355
08/05/2019	825615	Napa Auto Parts	General	\$ 267.45	123261
08/05/2019	825615	Napa Auto Parts	Engineering	\$ 6.23	121975
08/05/2019	825615	Napa Auto Parts	Facilities Mngmt	\$ 4.06	124029
08/05/2019	825615	Napa Auto Parts	Transit	\$ 212.29	3977-00-126997
08/05/2019	825615	Napa Auto Parts	Fleet	\$ 9.98	123492 PO NUM 308682
08/05/2019	825615	Napa Auto Parts	Fleet	\$ 25.54	124075 PO NUM 308682
08/05/2019	825615	Napa Auto Parts	Fleet	\$ 14.37	122255 PO NUM 308682
08/05/2019	825617	National League Of Cities	General	\$ 9,176.00	Membership Dues
08/05/2019	825620	NorthWestern Energy	General	\$ 108.74	0712683-2
08/05/2019	825620	NorthWestern Energy	General	\$ 14.34	0920801-8
08/05/2019	825620	NorthWestern Energy	General	\$ 165.72	1141284-8

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08/05/2019	825620	NorthWestern Energy	Parking	\$ 1,108.46	1569636-2
08/05/2019	825620	NorthWestern Energy	General	\$ 7.88	1635289-0
08/05/2019	825620	NorthWestern Energy	Public Safety	\$ 358.42	0720840-8
08/05/2019	825620	NorthWestern Energy	Water	\$ 1,190.19	0722252-4
08/05/2019	825620	NorthWestern Energy	Wastewater	\$ 1,435.30	2132749-9
08/05/2019	825620	NorthWestern Energy	Transit	\$ 24.95	0712764-0
08/05/2019	825620	NorthWestern Energy	Facilities Mngmt	\$ 1,421.27	3602454-5
08/05/2019	825620	NorthWestern Energy	Facilities Mngmt	\$ 56.81	3602453-7
08/05/2019	825620	NorthWestern Energy	Public Safety	\$ 350.79	0100477-9: FIRE6 MONTHLY ELECTRICAL SERVICE
08/05/2019	825620	NorthWestern Energy	Public Safety	\$ 519.19	0712537-0
08/05/2019	825620	NorthWestern Energy	General	\$ 6.10	0831702-6
08/05/2019	825620	NorthWestern Energy	General	\$ 17.03	3020837-5
08/05/2019	825620	NorthWestern Energy	Water	\$ 420.65	0100478-7
08/05/2019	825620	NorthWestern Energy	General	\$ 62.99	0712539-6
08/05/2019	825620	NorthWestern Energy	Parking	\$ 84.68	3463478-2
08/05/2019	825620	NorthWestern Energy	Water	\$ 2,593.83	0723043-6
08/05/2019	825623	LLC	Police Programs	\$ 2,970.00	11 parking spaces for July 1 - December, 2019.
08/05/2019	825624	Ozark Materials LLC	Oper	\$ 15,757.50	yellow totes
08/05/2019	825624	Ozark Materials LLC	Oper	\$ 1,173.60	white buckets
08/05/2019	825624	Ozark Materials LLC	Oper	\$ 10,285.00	white totes
08/05/2019	825632	Polydyne Inc	Wastewater	\$ 4,144.40	1372332; CHEMICALS
08/05/2019	825637	Public Utilities	Maintenance	\$ 7,687.21	136092
08/05/2019	825637	Public Utilities	Oper	\$ 90.96	180338
08/05/2019	825637	Public Utilities	Maintenance	\$ 4,354.61	236250
08/05/2019	825637	Public Utilities	Maintenance	\$ 556.57	136082
08/05/2019	825637	Public Utilities	Maintenance	\$ 1,939.47	136100
08/05/2019	825637	Public Utilities	Maintenance	\$ 409.56	148074
08/05/2019	825637	Public Utilities	Maintenance	\$ 137.17	163944
08/05/2019	825637	Public Utilities	Maintenance	\$ 50.39	180091
08/05/2019	825637	Public Utilities	Oper	\$ 824.30	259589
08/05/2019	825637	Public Utilities	Oper	\$ 4,726.61	191161
08/05/2019	825637	Public Utilities	Oper	\$ 75.70	243345
08/05/2019	825637	Public Utilities	Oper	\$ 637.13	248978
08/05/2019	825637	Public Utilities	General	\$ 94.59	255552
08/05/2019	825637	Public Utilities	Maintenance	\$ 2,787.14	136090
08/05/2019	825637	Public Utilities	Maintenance	\$ 8,677.21	136103
08/05/2019	825637	Public Utilities	Maintenance	\$ 237.47	148423
08/05/2019	825637	Public Utilities	Oper	\$ 112.22	180339
08/05/2019	825637	Public Utilities	Maintenance	\$ 1,037.43	136108
08/05/2019	825637	Public Utilities	Maintenance	\$ 3,472.55	163614
08/05/2019	825637	Public Utilities	Oper	\$ 2,273.09	180332
08/05/2019	825637	Public Utilities	Maintenance	\$ 12.41	136099
08/05/2019	825637	Public Utilities	Maintenance	\$ 194.77	136111
08/05/2019	825637	Public Utilities	Maintenance	\$ 1,572.41	148654
08/05/2019	825637	Public Utilities	Maintenance	\$ 928.82	158252
08/05/2019	825637	Public Utilities	Maintenance	\$ 1,145.04	136087
08/05/2019	825637	Public Utilities	Maintenance	\$ 1,467.55	164211
08/05/2019	825637	Public Utilities	Oper	\$ 862.11	180334
08/05/2019	825637	Public Utilities	Oper	\$ 3,014.18	180336
08/05/2019	825637	Public Utilities	Oper	\$ 2,363.04	259591

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08/05/2019	825637	Public Utilities	Facilities Mngmt	\$ 485.54	158260
08/05/2019	825637	Public Utilities	Oper	\$ 35.98	180331
08/05/2019	825637	Public Utilities	Oper	\$ 2,308.59	181505
08/05/2019	825637	Public Utilities	Maintenance	\$ 3,011.87	136091
08/05/2019	825637	Public Utilities	Maintenance	\$ 735.41	136093
08/05/2019	825637	Public Utilities	Maintenance	\$ 3,574.61	136095
08/05/2019	825637	Public Utilities	Maintenance	\$ 6,097.35	164212
08/05/2019	825637	Public Utilities	Maintenance	\$ 2,724.59	166674
08/05/2019	825637	Public Utilities	Oper	\$ 9.33	167082
08/05/2019	825637	Public Utilities	Oper	\$ 1,731.84	168593
08/05/2019	825637	Public Utilities	Oper	\$ 191.10	178621
08/05/2019	825637	Public Utilities	Oper	\$ 2,379.59	191162
08/05/2019	825637	Public Utilities	Maintenance	\$ 1,450.09	192352
08/05/2019	825637	Public Utilities	Maintenance	\$ 9.61	136098
08/05/2019	825637	Public Utilities	Maintenance	\$ 10.63	176577
08/05/2019	825637	Public Utilities	Oper	\$ 760.30	180333
08/05/2019	825637	Public Utilities	Oper	\$ 2,918.31	185688
08/05/2019	825637	Public Utilities	Oper	\$ 921.32	185691
08/05/2019	825637	Public Utilities	Oper	\$ 1,568.80	259590
08/05/2019	825637	Public Utilities	Maintenance	\$ 203.98	102418
08/05/2019	825637	Public Utilities	Maintenance	\$ 9.61	148702
08/05/2019	825637	Public Utilities	Oper	\$ 2,121.74	168389
08/05/2019	825637	Public Utilities	Maintenance	\$ 9.61	179987
08/05/2019	825637	Public Utilities	Oper	\$ 688.22	185690
08/05/2019	825637	Public Utilities	Oper	\$ 115.42	243891
08/05/2019	825637	Public Utilities	Maintenance	\$ 1,126.83	136096
08/05/2019	825637	Public Utilities	Maintenance	\$ 1,083.23	168362
08/05/2019	825637	Public Utilities	General	\$ 1,166.28	180092
08/05/2019	825637	Public Utilities	Oper	\$ 79.31	180396
08/05/2019	825637	Public Utilities	Oper	\$ 107.59	243346
08/05/2019	825637	Public Utilities	Maintenance	\$ 75.24	136112
08/05/2019	825637	Public Utilities	Maintenance	\$ 2,946.26	175850
08/05/2019	825637	Public Utilities	Maintenance	\$ 248.10	177710
08/05/2019	825637	Public Utilities	Maintenance	\$ 1,506.76	180090
08/05/2019	825637	Public Utilities	Oper	\$ 97.98	180337
08/05/2019	825637	Public Utilities	Oper	\$ 2,290.94	184751
08/05/2019	825637	Public Utilities	Oper	\$ 167.76	241853
08/05/2019	825637	Public Utilities	Maintenance	\$ 3,374.12	242652
08/05/2019	825637	Public Utilities	Maintenance	\$ 18.64	260404
08/05/2019	825637	Public Utilities	Oper	\$ 1,692.06	180335
08/05/2019	825637	Public Utilities	Oper	\$ 397.60	185689
08/05/2019	825637	Public Utilities	Maintenance	\$ 9.61	136101
08/05/2019	825637	Public Utilities	Maintenance	\$ 10.63	136115
08/05/2019	825637	Public Utilities	Airport	\$ 3,159.64	136516
08/05/2019	825637	Public Utilities	Maintenance	\$ 2,250.80	148398
08/05/2019	825637	Public Utilities	Maintenance	\$ 121.53	187900
08/05/2019	825637	Public Utilities	Maintenance	\$ 251.72	201942
08/05/2019	825637	Public Utilities	CDBG	\$ 28.03	FORECLOSURE ACQUISITION / REHAB PROGRAM
08/05/2019	825637	Public Utilities	Airport	\$ 47.11	250832-Corp Air/Alpine
08/05/2019	825637	Public Utilities	Airport	\$ 94.22	250848-Edwards Jet Center 1871 Aviation Place

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08/05/2019	825637	Public Utilities	Airport	\$ 114.82	250854-Marchi Hangar
08/05/2019	825637	Public Utilities	Airport	\$ 94.59	250831-Zone Dispatch-IP6 & IP7
08/05/2019	825637	Public Utilities	Airport	\$ 94.59	250857-MT State Lands DEQ/DNRC
08/05/2019	825637	Public Utilities	Airport	\$ 67.71	250828-Alpine Air-Maintenance
08/05/2019	825637	Public Utilities	Airport	\$ 84.32	250836-West End T-Hangars
08/05/2019	825637	Public Utilities	Airport	\$ 94.59	250858-Billings Fire Center-BLM
08/05/2019	825637	Public Utilities	Airport	\$ 88.28	250842-Executive Hangars
08/05/2019	825637	Public Utilities	Airport	\$ 6.31	250842-Executive Hangars USDA APHIS
08/05/2019	825637	Public Utilities	Airport	\$ 114.44	250845-Airfield Maintenance
08/05/2019	825637	Public Utilities	Airport	\$ 94.59	250849-Rocky Mountain College-EJC
08/05/2019	825637	Public Utilities	Airport	\$ 255.98	250847-UPS Gate 21
08/05/2019	825637	Public Utilities	Airport	\$ 134.98	250851-Edwards Jet Center 1691 Aviation Place
08/05/2019	825637	Public Utilities	Airport	\$ 57.33	250855-Marchi Office
08/05/2019	825637	Public Utilities	Airport	\$ 283.08	250834-QTA
08/05/2019	825637	Public Utilities	Airport	\$ 47.11	250859-TSA
08/05/2019	825637	Public Utilities	Airport	\$ 41.77	250830-Hilsendeger Bldg
08/05/2019	825637	Public Utilities	Airport	\$ 114.82	250840-Edwards Jet Center West
08/05/2019	825637	Public Utilities	Airport	\$ 143.05	250843-Airfield Maintenance Compactor
08/05/2019	825637	Public Utilities	Airport	\$ 114.82	250850-US Postal Service Gate 15
08/05/2019	825637	Public Utilities	Airport	\$ 67.49	250853-Aertronics
08/05/2019	825641	RDO Equipment Co.	Solid Waste	\$ 1,374.50	Filter elements
08/05/2019	825641	RDO Equipment Co.	Solid Waste	\$ 1,998.94	Filter elements air filter
08/05/2019	825641	RDO Equipment Co.	Water	\$ 278.26	P50634
08/05/2019	825644	Riverstone Health	General	\$ 12,780.00	Jan-June 2019 business license health inspection fees.
08/05/2019	825647	Rosenbauer Minnesota LLC	Airport	\$ 3,018.00	Invoice #35162. Pressure Governor for C-1
08/05/2019	825648	Routeware Inc	Solid Waste	\$ 2,886.00	GPS tablet repairs for the garbage trucks INV-000039
08/05/2019	825649	Russell Industries Inc	Wastewater	\$ 2,811.20	138531-00; GRIT PUMPS
08/05/2019	825652	Schutz Foss Architects	Facilities Mngmt	\$ 106.76	Reimbursable Expenses
08/05/2019	825652	Schutz Foss Architects	Facilities Mngmt	\$ 74,880.00	Police Evidence Expansion Final Design Services - Phase II
08/05/2019	825653	Shakespeare In The Parks	General	\$ 3,500.00	Shakespeare in the parks-Pioneer park 2019
08/05/2019	825659	Solid Waste Systems Inc	Solid Waste	\$ 363.42	115732
08/05/2019	825659	Solid Waste Systems Inc	Fleet	\$ 1,357.28	115343 PO NUM 308651
08/05/2019	825659	Solid Waste Systems Inc	Fleet	\$ 445.36	115343 PO NUM 308651
08/05/2019	825659	Solid Waste Systems Inc	Solid Waste	\$ 744.17	115343
08/05/2019	825659	Solid Waste Systems Inc	Solid Waste	\$ 19.89	115343
08/05/2019	825665	Star Service Inc	Wastewater	\$ 4,700.00	52455; INSTALL WATER HEATER IN SCUM PUMP BUILDING
08/05/2019	825666	State Chemical Mfg Co	Facilities Mngmt	\$ 887.26	Inv. 901095131
08/05/2019	825666	State Chemical Mfg Co	Facilities Mngmt	\$ 433.82	Inv. 901082701
08/05/2019	825666	State Chemical Mfg Co	Water	\$ 1,565.24	901106770; CHEMICAL FOR BOILER FLUSH
08/05/2019	825667	Steiner Thuesen PLLC	Construction	\$ 37,718.90	Centennial Park development
08/05/2019	825668	Stewart Title Company	CDBG	\$ 15,000.00	FTHB Leroy Lambert 2041 Avenue C
08/05/2019	825669	Stewart Title Company	CDBG	\$ 15,000.00	FTHB Susan Moffitt 4427 Stone Street
08/05/2019	825670	Streamline Markings Inc	Oper	\$ (980.42)	contractors gross receipts deductions
08/05/2019	825670	Streamline Markings Inc	Oper	\$ 98,041.70	striping and road markings for 10 roundabouts
08/05/2019	825673	Sundown Security	Airport	\$ 2,604.27	Invoice #51776. Skycap Services 7/19/19 - 7/25/19
08/05/2019	825673	Sundown Security	General	\$ 363.00	mail box deliveries - 1819, 1178, & 30958
08/05/2019	825673	Sundown Security	Wastewater	\$ 87.47	Deposit deliveries
08/05/2019	825673	Sundown Security	Engineering	\$ 196.35	Deposit deliveries
08/05/2019	825673	Sundown Security	General	\$ 188.66	Deposit deliveries
08/05/2019	825673	Sundown Security	P.W. Admin	\$ 21.82	Deposit deliveries

Check Date	Check	Name	Fund Name	Amount	Item Desc
08/05/2019	825673	Sundown Security	Water	\$ 131.20	Deposit deliveries
08/05/2019	825676	Tele-Consultants, Inc	Planning	\$ 10,900.00	Non Motorized Trail Map
08/05/2019	825677	Territorial Landworks Inc	Wastewater	\$ 15,197.29	WO 17-14 Grand Ave Water & Sewer Extensions; 14289/4
08/05/2019	825677	Territorial Landworks Inc	Water	\$ 15,197.29	WO 17-14 Grand Ave Water & Sewer Extensions; 14289/4
08/05/2019	825680	Association	Water	\$ 211.66	FUEL FOR DREDGE 7351
08/05/2019	825680	Association	Transit	\$ 11,971.60	318183 PO NUM 308655
08/05/2019	825680	Association	Fleet	\$ 19,687.97	318186 PO NUM 308657
08/05/2019	825680	Association	Fleet	\$ 7,980.40	400731 PO NUM 308666
08/05/2019	825680	Association	Airport	\$ 20,001.70	Invoice #400778. QTA Car Rental Fuel
08/05/2019	825680	Association	Fleet	\$ 20,385.84	400849 PO NUM 308685
08/05/2019	825680	Association	Public Safety	\$ 799.77	400762: FIRE 1 - UNLEADED
08/05/2019	825680	Association	Public Safety	\$ 996.75	400762: FIRE1 DIESEL
08/05/2019	825680	Association	Public Safety	\$ 598.05	400762: FIRE5 DIESEL
08/05/2019	825680	Association	Public Safety	\$ 398.70	400762: FIRE3 DIESEL
08/05/2019	825680	Association	Transit	\$ 4,314.52	400811 PO NUM 308661
08/05/2019	825680	Association	Wastewater	\$ 555.43	UNIT 7813 & 7814
08/05/2019	825689	County, Inc.	Police Programs	\$ 34,623.05	2019.
08/05/2019	825689	County, Inc.	Police Programs	\$ 35.25	2019.
08/05/2019	825700	Westate Machinery Co	Solid Waste	\$ 30,800.00	Grinder rental for the Landfill
08/05/2019	825700	Westate Machinery Co	Solid Waste	\$ 500.00	Freight return charge
08/05/2019	825702	White's Civil Contracting LLC	Water	\$ 270,723.42	WO 19-10 Hillcrest Rd Water Main; Pmt 2
08/05/2019	825706	Office	Public Safety	\$ 300.00	Reimbursement for Extra Duty at Summer Sounds.
08/05/2019	825706	Office	Police Programs	\$ 10,590.89	Overtime.
08/05/2019	825706	Office	Police Programs	\$ 6,857.50	Purchase of Evidence/Information. receipts on file at the BPD.
08/05/2019	825707	Yellowstone Electric Co	Airport	\$ 3,459.50	FAA Inspector
08/05/2019	825709	Surgeons, Inc.	Improvements	\$ 10,975.00	Tree removal at Mountview Cemetery
08/05/2019	825709	Surgeons, Inc.	Park District 1	\$ 10,975.00	Tree removal at Mountview Cemetery

Regular City Council Meeting

Meeting Date: 09/09/2019

TITLE: Resolution to Amend Boundaries of SILMD 8, SILMD 9 and SILMD 10

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: Yes

PROBLEM/ISSUE STATEMENT

When SILMD 323 was created in 2018, portions of properties contained in the district were also included in SILMD 8, 9 and 10 and must now be removed from those districts. Because the change in the SILMD assessment is less than 3%, a modification to the boundaries can be made by City Council via amendment resolution without a public hearing or re-creation of the SILMD.

ALTERNATIVES ANALYZED

City Council may:

- Approve the resolution to amend the boundaries of SILMDs 8, 9 and 10, or;
- Disapprove the resolution to amend the boundaries. If the boundaries are not amended, several lots will be charged for light districts with no benefit.

FINANCIAL IMPACT

There is a less than 3% financial impact to the existing properties within SILMDs 8, 9 and 10. There is no financial impact to the City.

RECOMMENDATION

Staff recommends that City Council approve the resolution to amend the boundaries of SILMDs 8, 9 and 10.

APPROVED BY CITY ADMINISTRATOR

Attachments

SILMD 8, 9 and 10 Boundary Amendment

RESOLUTION 19 - _____

A RESOLUTION AMENDING THE BOUNDARIES OF SPECIAL IMPROVEMENT LIGHTING MAINTENANCE DISTRICT NO. 8, 9 AND 10

WHEREAS, the City of Billings, Montana, on the 26th day of February, 2018, created Special Improvement Lighting Maintenance District No. 323; and

WHEREAS, properties within Special Improvement Maintenance District # 8, # 9 and # 10 are no longer receiving benefit of lighting from said districts; and

WHEREAS, the boundaries of the Districts need to be modified after completion of the EBURD Lighting Maintenance District No. 323.

WHEREAS, pursuant to MCA 7-12-4335, the City Council may, by resolution, change the boundaries of any lighting district;

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

1. That the boundaries of Special Improvement Lighting Maintenance District No. 8 are hereby amended to delete the area within the following tracts, pieces, lots or parcels of land:

A00081	3,500	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 18, Lot 18 - 19
A00162	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 33, Lot 15 - 16
A00163	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 33, Lot 17 - 18
A00164	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 33, Lot 19 - 20
A00165	3,710	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 33, Lot 21 - 22, W2 LT 21-22 N3' E2 LT 21
A00166	4,624	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, ORIGINALLY BLOCK 33 E2 S22' LT 21, E2 LT 22 AND ALL 23-24 NOW BLOCK 33, Lot 23A, LT 23A
A00166A	5,692	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, ORIGINALLY BLOCK 33 E2 S22' LT 21, E2 LT 22 AND ALL 23-24 NOW BLOCK 33, Lot 24A
A00167	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 34, Lot 1 - 2
A00168	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 34, Lot 3 - 4
A00169	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 34, Lot 5 - 6
A00170	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 34, Lot 7 - 8
A00171	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 34, Lot 9 - 10
A00173	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 34, Lot 13 - 18,
A00176	3,500	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 34, Lot 19
A00179	14,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 35, Lot 7 - 10
A00196B	15,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 38, 15-18, & ADJ VAC ALLEY (08) RES # 07-18590
A00196C	8,255	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 37, ORIGINALLY LTS 15-17 NOW Lot 17A, AMND LTS 13-24 & FRAC VAC N 21ST

A00196D	2,164	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 37, ORINGALLY LT 18 NOW Lot 18A, AMND LTS 13-24 & FRAC VAC N 21ST
A00465	3,500	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 67, Lot 1 - 2, W70' LTS 1-2
A00466	3,500	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 67, Lot 1 - 2, E70' LTS 1-2
A00467	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 67, Lot 3 - 4
A00468	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 37, Lot 5 - 6
A00476	21,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 68, Lot 1 - 6
A00479	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 68, Lot 7 - 8
A00480	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 68, Lot 9 - 10
A00481	3,500	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 68, Lot 11 - 12, E2 LTS 11-12
A00482	3,500	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 68, Lot 11 - 12, W2 LTS 11-12 BLK 68
A00485	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 68, Lot 18 - 20
A00486	14,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 68, Lot 21 - 24
A00490	42,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 69, Lot 13 - 24
A00537	21,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 81, Lot 13 - 19
A00538	21,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 82, Lot 7 - 12
A00539	21,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 82, Lot 13 - 18
A00540	14,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 83, Lot 7 - 10,
A00545	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 83, Lot 11 - 12
A00843	9,750	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 115, Lot 10 - 12
A00847	6,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 116, Lot 7 - 8, S110' LTS 7-8 6000 SQ FT (05)
A00849	36,090	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 116, Lot 9, LT 9 (EXCEPT 160 SQ FT) LTS 10-12 ABDN ST & BLK 115 LTS 1-5, ABDN ST ADJ TO LT 1
E00003B	10,500	**CENTRALLY ASSESSED**BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 17, Lot 1 - 11
E00088	10,500	**CENTRALLY ASSESSED**BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, LOT 13-24, BLOCK 116 (SPUR LINE) ALLEY & 1/2 North 20th ADJACENT
E00088	11,562	N. 21ST ST., N. SIDE OF 3RD AVE. NO. TO 130' NORTH OF MONTANA & FRAC. OF LOTS 21-24, BLOCK 115, LESS CROSSINGS (D12055, D12056,D13145C,D13145D, D05883)
E00088	14,000	**CENTRALLY ASSESSED**BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 115, LOT 6 to 9
E00088	14,000	**CENTRALLY ASSESSED**BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 115, LOT 6 to 9

2. That the boundaries of Special Improvement Light Maintenance District # 9 are hereby amended to delete the area with in the following tracts, pieces, lots or parcels of land:

A00154	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 33, Lot 1 - 2, W50' LTS 1-2
A00160	28,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 33, Lot 3 - 10
A00176	17,500	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 34, Lot 20 - 24
A00179	21,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 35, Lot 1 - 6
A00180	35,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 35, Lot 13 - 24,
A00185	10,500	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 36, Lot 1 - 3
A00186	5,250	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 36, Lot 4, & S2 LT 5
A00187	1,750	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 36, Lot 5, N2 LT 5
A00188	10,500	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 36, Lot 6 - 8
A00189	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 36, Lot 9 - 12
A00190	35,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 36, Lot 13 - 24
A00191	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 37, Lot 1 - 2
A00192	10,500	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 37, Lot 3 - 5
A00194	17,500	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 37, Lot 6 - 10
A00196B	29,565	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, ORIGINALLY BLOCK 38, Lots 1-6, & Lots 20-22, NOW BLOCK 38, Lot 1A - 6A, AMD, Lt 20, & 21A-1 AMD & ADJ VAC ALLEY (08) RES # 07-18590
A00196D	21,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, ORIGINALLY BLOCK 37, Lots 19-24, NOW Lot 18A, AMND LTS 13-24 & FRAC VAC N 21ST
A00202	7,143	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, ORIGINALLY Block38, LTS 23-24, Now BLOCK 38, Lot 23A1, AMD
A00436	28,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 64, Lot 1 - 8
A00437	14,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 64, Lot 9 - 12
A00438	21,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 64, Lot 13 - 18
A00442	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 65, Lot 1 - 2
A00443	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 65, Lot 3 - 4
A00444	3,500	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 65, Lot 5
A00445	3,500	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 65, Lot 6
A00446	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 65, Lot 7 - 8
A00447	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 65, Lot 9 - 10
A00448	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 65, Lot 11 - 12
A00449	14,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 65, Lot 13 - 16
A00450	28,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 65, Lot 17 - 24
A00451	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 66, Lot 1 - 2
A00452	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 66, Lot 3 - 4
A00453	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 66, Lot 5 - 6
A00453A	3,500	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 66, Lot 7
A00454	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 66, Lot 8 - 9

A00455	6,580	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 66, Lot 10, & S22 FT (OR LESS N3 FT) LT 11
A00456	3,920	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 66, Lot 12, & N3 FT LT 11
A00458	3,500	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 66, Lot 15
A00459	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 66, Lot 16 - 17
A00460	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 66, Lot 18 - 19
A00461	3,500	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 66, Lot 20
A00462	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 66, Lot 21 - 22
A00463	4,150	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 66, Lot 23 - 24, W83' LTS 23-24
A00464	2,850	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 66, Lot 23 - 24, E57' LTS 23-24
A00469	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 67, Lot 7 - 8
A00470	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 67, Lot 9 - 10
A00471	4,900	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 67, Lot 11 - 12, E98' LTS 11-12
A00472	2,100	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 67, Lot 11 - 12, W42' LTS 11-12
A00473	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 67, Lot 13 - 14
A00475	35,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 67, Lot 15 - 24
A00483	10,500	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 68, Lot 13 - 15
A00484	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 68, Lot 16 - 17
A00485	3,500	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 68, Lot 18 - 20
A00487	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 69, Lot 1 - 2
A00487A	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 69, Lot 3 - 4
A00488	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 69, Lot 5 - 6
A00489	21,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 69, Lot 7 - 12
A00492	17,500	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 70, Lot 13 - 17
A00493	24,500	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 70, Lot 18 - 24
A00531	3,500	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 80, Lot 7
A00532	17,500	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 80, Lot 8 - 12
A00533	10,500	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 80, Lot 13 - 15
A00534	10,500	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 80, Lot 16 - 18
A00537A	21,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 81, Lot 7 - 12
A00546	4,200	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 83, Lot 13, & N5' LT 14
A00547	6,300	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 83, Lot 15, & S20' LT 14
A00548	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 83, Lot 16 - 17
A00549	3,500	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 83, Lot 18
A00553	14,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 84, Lot 5 - 10
A00556	3,500	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 84, Lot 11 - 12, E2 LTS 11-12
A00557	3,500	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 84, Lot 11 - 12, W2 LTS 11-12
A00558	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 84, Lot 13 - 14
A00559	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 84, Lot 15 - 16

A00561	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 84, Lot 17 - 18
A00566	21,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 85, Lot 7 - 12
A00568	21,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 86, Lot 7 - 12
A00573	3,500	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 86, Lot 18 - 24
A27688	3,500	BOXWOOD CONDOS, S33, T01 N, R26 E, UNIT 1, 45% COMMON AREA INTEREST, LOC @ LTS 13-14 BLK 66 BILLINGS ORIGINAL TOWN
A27689	3,500	BOXWOOD CONDOS, S33, T01 N, R26 E, UNIT B, 55% COMMON AREA INTEREST, LOC @ LTS 13-14 BLK 66 BILLINGS ORIGINAL TOWN
A27701	7,000	AIR-VEM CONDOS, S33, T01 N, R26 E, UNIT 2016, 50% COMMON AREA INTEREST, LOC @ LTS 13-16 BLK 85 BILLINGS ORIGINAL TOWN
A27702	7,000	AIR-VEM CONDOS, S33, T01 N, R26 E, UNIT 2024, 50% COMMON AREA INTEREST, LOC @ LTS 13-16 BLK 85 BILLINGS ORIGINAL TOWN
E00088	3,630	**CENTRALLY ASSESSED**BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 15, EAST FRACTION OF LOTS 1-5,
E00088	36,000	N. 21ST ST., N. SIDE OF 3RD AVE. NO. TO 130' NORTH OF MONTANA & FRAC. OF LOTS 21-24, BLOCK 115, LESS CROSSINGS (D12055, D12056,D13145C,D13145D, D05883)

3. That the boundaries of Special Improvement Light Maintenance District # 10 are hereby amended to delete the area with in the following tracts, pieces, lots or parcels of land:

A00080	14,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 18, Lot 14 - 17
A00088	14,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 20, Lot 1 - 4
A00089	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 20, Lot 5 - 6
A00090	17,500	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 20, Lot 7 - 11
A00491	42,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 70, Lot 1 - 12
A00495	42,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 71, Lot 1 - 12
A00499	14,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 71, Lot 13 - 16
A00500	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 71, Lot 17 - 18
A00502	21,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 71, Lot 19 - 24
A00523	14,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 78, Lot 9 - 12
A00524	14,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 78, Lot 13 - 16
A00525	7,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 78, Lot 17 - 24
A00527	3,500	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 79, Lot 1 - 7
A00527A	17,500	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 79, Lot 8 - 12
A00530A	7,350	PREMIER PLAZA (10), S33, T01 N, R26 E, UNIT A, 35% COMMON AREA INTEREST, LOC @ LTS 13-24 BLK 79 BILLINGS ORIGINAL TOWN (99)
A00530B	3,150	PREMIER PLAZA (10), S33, T01 N, R26 E, UNIT B, 15% COMMON AREA INTEREST, LOC @ LTS 13-24 BLK 79 BILLINGS ORIGINAL TOWN (99)
A00530C	2,625	PREMIER PLAZA (10), S33, T01 N, R26 E, UNIT C, 12.5% COMMON AREA INTEREST, LOC @ LTS 13-14 BLK 70 BILLINGS ORIGINAL TOWN
A00530D	2,100	PREMIER PLAZA (10), S33, T01 N, R26 E, UNIT D, 10% COMMON AREA INTEREST, LOC @ LTS 13-24 BLK 79 BILLINGS ORIGINAL TOWN (99)

A00530E	5,775	PREMIER PLAZA (10), S33, T01 N, R26 E, UNIT E, 27.5% COMMON AREA INTEREST, LOC @ LTS 13-24 BLK 79 BILLINGS ORIGINAL TOWN (99)
A00850	39,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 117, Lot 1 - 12
A00855	36,890	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 118, Lot 7 - 12, (LESS 10 X 16' OF LT 10)
A00857	16,250	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 119, Lot 1 - 5
A00859	3,250	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 119, Lot 6
A00871	39,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 120, Lot 1 - 12
A00874	39,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 121, Lot 1 - 12
A00876	78,000	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 122, & BLK 123 & ALL ADJ ABANDONED ALLEYS, N 14TH ST & N 12' ADJ VAC MONTANA AVE (15)
A01909	18,750	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 261 LTS 19-23 BLK 261 & VAC N/S ALLEYS
A01915	18,750	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 262, Lot 2 - 6, & ADJ VAC N/S ALLEY
A01933B	54,596	BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 264, Lot 1A, & 5-6, 19-20
E00003B	160	**CENTRALLY ASSESSED**BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 118, 10'X16' IN LOT 10, BLOCK 118
E00003B	17,500	**CENTRALLY ASSESSED**BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 18, Lot 20 - 24
E00088	3,500	**CENTRALLY ASSESSED**BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 260, LOT 1
E00088	3,500	**CENTRALLY ASSESSED**BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 260, LOT 24
E00088	3,500	**CENTRALLY ASSESSED**BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 261, LOT 1
E00088	3,500	**CENTRALLY ASSESSED**BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 261, LOT 24
E00088	3,500	**CENTRALLY ASSESSED**BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 262, LOT 1
E00088	3,500	**CENTRALLY ASSESSED**BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 262, LOT 24
E00088	3,500	**CENTRALLY ASSESSED**BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 263, LOT 1
E00088	7,000	**CENTRALLY ASSESSED**BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 17, LOT 12 & 13
E00088	7,000	**CENTRALLY ASSESSED**BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 18, LOT 12 & 13
E00088	7,000	**CENTRALLY ASSESSED**BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 19, LOT 12 & 13,
E00088	7,000	**CENTRALLY ASSESSED**BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 20, 12 & 13

E00088 14,000 **CENTRALLY ASSESSED**BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 16, LOT 10, 11, & 12, & FRAC. OF 15, 16,17, & ALL OF 18 & 19
E00088 14,000 **CENTRALLY ASSESSED**BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 265, LOT 1-4
E00088 14,000 **CENTRALLY ASSESSED**BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 265, LOT 21-24
E00088 14,000 **CENTRALLY ASSESSED**BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 266, LOT 1-4
E00088 14,000 **CENTRALLY ASSESSED**BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 266, LOT 21-24
E00088 14,000 **CENTRALLY ASSESSED**BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 267, LOT 1-4

PASSED by the City Council of the City of Billings, Montana, and approved on the 9th day of September 2019.

CITY OF BILLINGS:

BY: _____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

Regular City Council Meeting

Meeting Date: 09/09/2019

TITLE: Public Hearing - Adaptive Performance Center Parking Variance

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: Yes

PROBLEM/ISSUE STATEMENT

The Adaptive Performance Center is proposing to move into an existing building located at 1420 Broadwater Avenue. The Adaptive Performance Center will provide a fitness environment for service members and veterans with disabilities. Current city code for parking requirements, Section 6-1203(j), does not have a category for gyms, so we rely on a parking generation manual published by the Institute of Traffic Engineers (ITE). The required parking for a gym is 1 parking stall per 200 square feet of building. Using this ratio, this building would require 46 parking stalls, and the site currently has 20 stalls with no room for expansion. The owner is requesting a variance due to the nature of the gym. It will be used by veterans who, for the most part, will be transported there by the VA, DAV, MET Transit, or by family members. This would eliminate the need for a majority of the parking. The owner has also discussed utilizing additional parking from surrounding businesses. Attached is a letter with their justification for the variance. Engineering has reviewed the letter and supports the variance. If approved, the variance would be for this use only. If a change in use is proposed in the future, the owner will have to re-evaluate the parking and obtain a variance if the parking is determined to be insufficient by city code.

ALTERNATIVES ANALYZED

The Council may:

- Approve the variance which allows the applicant to require 20 parking stalls; or
- Disapprove the variance. If the variance is not approved, the applicant will have to develop additional parking stalls nearby.

FINANCIAL IMPACT

The administrative cost of the variance is offset by the application fee.

RECOMMENDATION

Staff recommends that the City Council approve the variance from the site development ordinance to allow the new Adaptive Performance Center to require only 20 parking stalls.

APPROVED BY CITY ADMINISTRATOR

Attachments

Variance Application
Letter from Applicant

APPLICATION FOR VARIANCE

The undersigned as owner(s) of the following described property hereby request a Variance from the terms of the City of Billings-Section of the Site Development Ordinance.

1. Legal description of property: BRASWELL SUBD 817, 305, TOL S, R26 E, BLOCK 2 Lots 6-8
Tax ID# A 03155
2. Address (If unknown, contact the City Engineer's office) or general location: _____
1420 Broadwater Avenue
3. Owner (s): Blehm 2, LLC
(Recorded Owner)
2913 W Copper Ridge Loop, Billings MT 59106
(Address)
406-255-5238
(Phone Number) (Email)
4. Agent (s): First Interstate Bank by Tiffany Steffes as Trustee of the Donald L. Blehm Bypass Trust
(Name)
PO Box 30918, 401 N 3rd Street, Billings MT 59116
(Address)
406-255-5238
(Phone Number) (Email)
5. Section of the Site Development Ordinance that this request for variance applies to: Article 27.1200 off street parking
6. Reason for request: while we recognize city engineering and zoning code require more parking than can be provided on the property a significant percentage of our clientele will be transported by the DAV and MET trans. b.
7. Covenants for deed restriction on the property: Yes _____, No X

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for the variance requested. Also, that all the information presented is true and correct.

Signature: Tiffany Steffes, T.S., Trustee of the Bypass Trust Date: 8/2/2019
(Recorded Owner) Donald L Blehm

Fcc: _____ Receipt #: _____ Hearing Date: _____ Application #: _____

Please see attached

We have spoken to each one of our neighbors as far as joint use parking is concerned. While every one of them are positive about sharing parking they are hesitant to sign a 10 year joint use agreement because they do not know how long they will be there and some of them lease the property as opposed to owning it.

TLC Lingerie has parking in the back they are willing to share particularly in the evening because they are closed.

Plaza Arcade and Bar is willing to share parking as our hours are opposite of their hours.

First National Pawn is willing to allow use of unused parking but the management of the business is not the owner.

The Reserve Center was very open to allowing our clients to use their parking except one weekend a month when they have drill.

The current owner of the 1420 Broadwater property shared that the city has previously approved other variances due to the parking issue for past businesses housed in this location.

Lease holders :

Adaptive Performance Center

Contact : Karen Pearson 406. 855. 9258
Mitch Crouse 406. 690. 3449

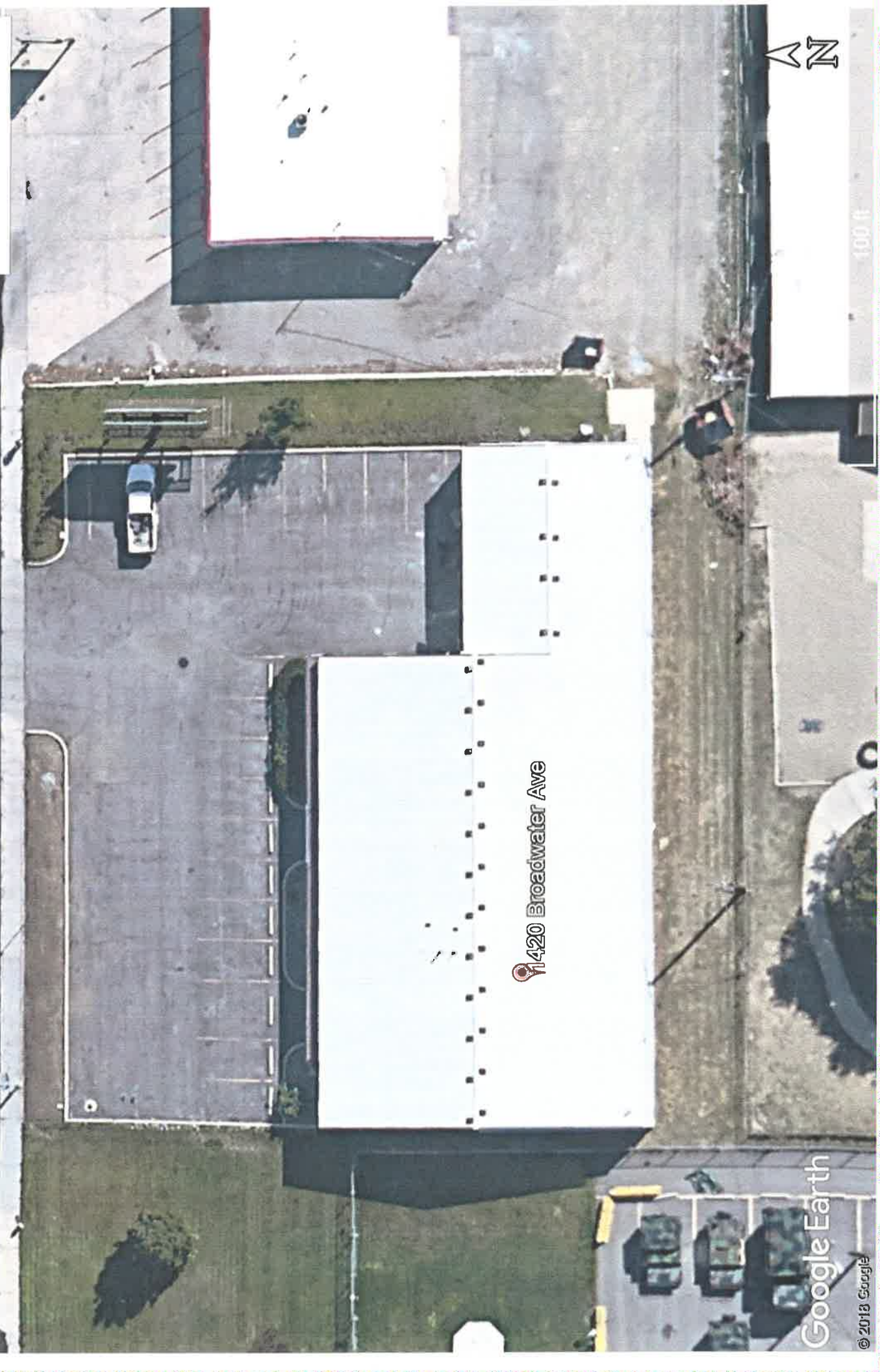
Mailing address : PO Box 22922
Billings, MT 59104

Untitled Map

Write a description for your map.

Legend

-  1420 Broadwater Ave
-  3024 Parkhill Dr
-  TLC Lingerie



 1420 Broadwater Ave

ATTN: Billings City Council Members
RE: Variance for parking at 1420 Broadwater Avenue

We are requesting a variance from the City of Billings for the parking at 1420 Broadwater Avenue. The city code requires 46 parking stalls for a gym. Our site has 20 parking stalls without the ability to expand.

We have spoken to each one of our neighbors as far as joint use parking is concerned. While every one of them are positive about sharing parking they are hesitant to sign a 10 year joint use agreement because they do not know how long they will be there and some of them lease the property as opposed to owning it.

*TLC Lingerie has parking in the back they are willing to share particularly in the evening because they are closed.

*Plaza Arcade and Bar is willing to share parking as our hours are opposite of their hours.

*First National Pawn is willing to allow use of unused parking but the management of the business is not the owner.

*The Reserve Center was very open to allowing our clients to use their parking except one weekend a month when they have drill.

The current owner of the 1420 Broadwater property shared that the city has previously approved other variances due to the parking issue for past businesses housed in this location.

The Adaptive Performance Center is a 501 (c)(3) organization designed to provide an adaptive fitness environment for service members and veterans with disabilities in Billings, MT. with the goal of reducing the veteran suicide rate. Participating in physical conditioning side by side will help them recreate the bond they had with their comrades when they served and will provide relief from symptoms of PTSD, depression, and anxiety in a way that just mental health and rehabilitative services cannot achieve. Providing a fitness environment allows a sense of normalcy among veterans with significant physical disabilities who may have been isolated from participating in more conventional sporting activities since their injury.

The Adaptive Performance Center is a single point of contact for veterans and service members with disabilities of all branches and ages to gather, talk, support and encourage success within the membership. Once these bonds have been renewed and the symptoms associated with anxiety, depression and PTSD decrease, the inherent competitive drive among military personnel comes to life and their participation in sports activities and competitions will be automatic.

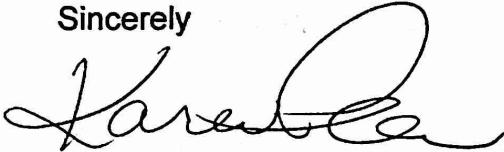
The Adaptive Performance Center is a place where veterans can come and learn to work their body again in a gym environment not a rehab facility. They engage

side by side with other veterans experiencing much of what they are going through. They start to take back control of their body and work with their injuries by using adaptive equipment and alternatives for lifting.

Many of our members will be transported by the VA, DAV, MET Transit and family members who will drop them off and pick them up. While we understand there is no way to factor that in to calculations we do not expect to exceed our current parking.

Thank you for your consideration.

Sincerely



Karen Pearson, CEO



Mitch Crouse, COO

Regular City Council Meeting

Meeting Date: 09/09/2019

TITLE: Public Hearing and Resolution Setting Annual Light District Assessments for Fiscal Year 2020

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: Yes

PROBLEM/ISSUE STATEMENT

Montana Code Annotated 7-12-4332 requires that the City Council annually adopt a resolution to assess the costs for each Special Improvement Lighting Maintenance District (SILMD) on or before the first Monday in October. The amount assessed is based on anticipated utility rates, estimated maintenance costs and administrative fees, as well as the reserve requirements needed for each district. The attached resolution specifies the proposed SILMD assessments for fiscal year 2020.

ALTERNATIVES ANALYZED

The Council must hold a public hearing and then may

- approve the resolution; or
- not approve the resolution. If Council does not approve the resolution, an amended resolution will need to be adopted at the next City Council meeting for continued operation of the light districts and to be in compliance with state law.

FINANCIAL IMPACT

SILMD assessments for FY 2020 will generate approximately \$2,475,635 in revenues which is the amount calculated to recover the estimated costs of electricity, maintenance, and administration fees and to maintain an adequate cash balance in each light district fund. The SILMD assessment will increase for 55 light districts, decrease for 59 light districts, and remain unchanged for 79 light districts. The overall increase for existing light districts in FY 2020 compared to FY 2019 is \$24,180.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the proposed resolution adopting the annual Special Improvement Lighting Maintenance District assessments for Fiscal Year 2020.

APPROVED BY CITY ADMINISTRATOR

Attachments

FY 20 SILMD Assessments

RESOLUTION 19 - _____

**A RESOLUTION LEVYING AND ASSESSING PROPERTY IN
SPECIAL IMPROVEMENT LIGHTING MAINTENANCE DISTRICTS
OF THE CITY OF BILLINGS, PROVIDING FOR NOTICE, HEARING
AND ADOPTION.**

WHEREAS, certain lighting maintenance districts have been created within the City of Billings, and WHEREAS, State Law provides for assessing the costs of maintaining lights and furnishing electrical current annually within these lighting maintenance districts; and

WHEREAS, Section 7-12-4332, M.C.A. provides that the City shall pass a resolution levying and assessing maintenance costs.

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

1. DISTRICTS AND ASSESSMENTS. The lighting maintenance districts and assessments to defray one hundred percent (100%) of all the costs of maintenance and lighting are hereby levied and assessed as listed on EXHIBIT "A" attached hereto, and by this reference, said exhibit is made a part hereof.

2. PERIOD OF ASSESSMENT. That said assessment is to defray costs for the fiscal year 2020 (July 1, 2019 through June 30, 2020).

3. DISPOSITION OF COLLECTIONS. That the assessments as collected shall be placed in the respective lighting maintenance funds and shall be used to defray the costs of maintenance and lighting as provided by law.

4. NOTICE OF HEARING. On Monday, **September 9, 2019**, at 5:30 o'clock p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council will hear objections to the adoption of this resolution. The City Clerk is hereby directed to publish notice thereof twice, at least five (5) days prior to the hearing, in the Yellowstone County News.

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

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 9th day of September 2019.

CITY OF BILLINGS:

BY: _____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

Exhibit A

District	FY 20
Number	Assessment
8	\$6,900
9	\$6,600
10	\$24,800
13	\$178,000
14	\$91,000
17	\$17,880
18	\$2,050
95	\$10,200
97	\$180,000
99	\$22,200
100	\$33,000
107	\$23,300
109	\$59,000
113	\$6,750
114	\$12,700
115	\$2,950
116	\$7,700
117	\$45,200
118	\$3,200
119	\$2,100
121	\$33,000
122	\$2,520
123	\$4,350
124	\$13,000
125	\$5,200
126	\$2,580
127	\$9,500
128	\$6,700
129	\$4,400
130	\$1,720
131	\$11,350
133	\$3,180
134	\$7,600
135	\$7,150
136	\$6,400
137	\$5,750

138	\$10,000
139	\$3,300
143	\$7,800
144	\$375
145	\$6,400
146	\$4,750
147	\$6,150
149	\$27,000
150	\$10,200
151	\$8,600
152	\$58,100
153	\$7,350
154	\$17,000
155	\$6,700
157	\$12,500
158	\$10,600
159	\$14,100
160	\$9,800
161	\$14,600
162	\$900
163	\$25,000
164	\$5,180
165	\$12,000
167	\$3,150
171	\$7,700
172	\$7,600
173	\$16,000
174	\$13,620
175	\$4,500
176	\$630
178	\$3,600
179	\$7,200
180	\$4,860
181	\$22,820
182	\$8,300
183	\$16,200
184	\$5,190
185	\$1,950
186	\$13,800
187	\$3,230
188	\$3,880

189	\$3,250
190	\$16,800
191	\$5,800
192	\$4,220
193	\$10,400
194	\$5,900
195	\$4,850
196	\$2,450
197	\$2,450
198	\$1,620
200	\$3,000
201	\$6,800
202	\$13,800
203	\$660
204	\$12,900
205	\$510
206	\$4,550
207	\$5,200
208	\$10,000
209	\$7,500
210	\$2,800
211	\$1,700
212	\$1,620
213	\$0
214	\$5,100
216	\$1,980
217	\$6,560
220	\$6,800
221	\$130
222	\$2,000
223	\$4,000
224	\$23,700
225	\$8,100
226	\$5,500
227	\$11,000
228	\$10,800
229	\$5,620
230	\$12,900
231	\$7,850
232	\$34,000
233	\$24,000

234	\$8,500
235	\$9,500
236	\$3,400
237	\$5,600
238	\$250
239	\$1,310
240	\$8,500
241	\$8,250
242	\$1,110
244	\$1,500
245	\$1,130
246	\$4,450
247	\$15,400
248	\$32,400
249	\$36,700
250	\$5,500
251	\$54,000
252	\$7,550
253	\$26,000
254	\$4,200
255	\$4,400
257	\$16,000
258	\$36,800
259	\$33,000
261	\$6,750
262	\$42,500
263	\$20,000
264	\$4,300
265	\$4,850
266	\$1,120
270	\$11,000
271	\$13,250
272	\$37,400
273	\$2,900
276	\$8,200
277	\$10,900
278	\$4,450
279	\$860
280	\$13,600
283	\$9,000
285	\$4,500

286	\$3,240
288	\$23,300
289	\$4,100
290	\$2,500
292	\$8,650
293	\$3,300
294	\$6,500
295	\$1,550
296	\$17,500
297	\$2,900
298	\$2,600
299	\$4,680
300	\$5,550
301	\$63,000
302	\$6,300
305	\$16,500
306	\$5,900
307	\$59,000
308	\$3,600
309	\$9,400
310	\$4,300
311	\$7,000
312	\$10,500
313	\$8,900
315	\$9,000
316	\$15,350
317	\$3,700
318	\$10,500
320	\$2,600
321	\$8,000
322	\$3,300
323	\$27,000
324	\$6,400
325	\$6,600
Total	\$2,475,635

Regular City Council Meeting

Meeting Date: 09/09/2019

TITLE: Public Hearing and Resolution for Setting GO Debt and PS II Mill Levy Rates

PRESENTED BY: Andy Zoeller

Department: City Hall Administration

Presentation: Yes

PROBLEM/ISSUE STATEMENT

This resolution sets the FY 20 City property tax mills for the Public Safety Levy (PS II) at 40.17 mills, General Obligation Debt Service Parks at .57 mills, General Obligation Debt Service Streets at 1.82 mills, General Obligation Debt Service Library at 4.66 mills and General Obligation Debt Service Series A Baseball Stadium at 3.80 mills. These levies are based on the certified taxable valuation from the Montana Department of Revenue. The table below shows a comparison to last year's mills. The mills set for the General Obligation Bond Debt Service and Public Safety II are less than the previous year because of new taxable property as well as value growth of existing properties. The total mills levied by the City of Billings for FY 20 are 160.02 mills compared to 163.12 mills for FY 19.

The GO debt mills generate enough revenue to pay the principal and interest expense on the debt. Lowering the number of mills would result in not paying the debt service payment or borrowing money to make the debt service payment.

	FY20	FY19
PS II	40.17	42.88
GO Parks	0.57	0.60
GO Streets	1.82	1.96
GO Library	4.66	4.72
GO Ballpark	<u>3.80</u>	<u>3.96</u>
Total	51.02	54.12

ALTERNATIVES ANALYZED

The Council must hold a public hearing and then may:

- Approve the resolution; or
- Not approve the resolution, which would result in not making the debt service payments or using General Fund reserves to make debt service payments for FY 20.

FINANCIAL IMPACT

These mills are set in order to generate the necessary revenues to make the debt service payments and fund Public Safety II. The total FY 20 mills are 51.02 compared to the FY 19 mills of 54.12.

RECOMMENDATION

Staff recommends that the City Council hold the public hearing and approve the resolution setting the mill levy rates for GO Bonds and Public Safety II levy for FY 20.

APPROVED BY CITY ADMINISTRATOR

Attachments

GO Debt and PSII Resolution

RESOLUTION 19-_____

**A RESOLUTION ESTABLISHING THE MILL LEVIES FOR
PUBLIC SAFETY, GENERAL OBLIGATION DEBT FOR
PARKS, STREET, LIBRARY, AND BASEBALL STADIUM
DEBT SERVICE FOR TAX YEAR 2019.**

WHEREAS, pursuant to law, the City of Billings is required to make annual mill levies.

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

1. That a Public Safety Mill Levy, which voters approved in November of 2004 in the amount of \$8.2 million, (40.17 mills), is hereby imposed on all taxable property within the City of Billings, Montana, for the Fiscal Year **July 1, 2019 through June 30, 2020**.
2. That additional Mill Levies in the amounts stated are hereby imposed on all taxable property within the City of Billings, Montana, to provide payment for the following:
 - A. .57 mills-General Obligation Debt Service Parks
 - B. 1.82 mills-General Obligation Debt Service Streets
 - C. 4.66 mills-General Obligation Debt Service Library
 - D. 3.80 mills-General Obligation Debt Service Baseball Stadium Series A
3. That when said taxes are collected, the same shall be placed in respective funds for the City and expended pursuant to the annual budget.
4. This Resolution shall be effective upon adoption.

ADOPTED and APPROVED by the City Council on the 9th day of September, 2019.

CITY OF BILLINGS:

BY: _____
William A. Cole MAYOR

ATTEST:

BY: _____
Denise R. Bohlman, CITY CLERK

Regular City Council Meeting

Meeting Date: 09/09/2019

TITLE: Public Hearing & Resolution Assessing Fees for Encroachments

PRESENTED BY: Andy Zoeller

Department: City Hall Administration

Presentation: Yes

PROBLEM/ISSUE STATEMENT

The annual encroachment assessments have been completed by the Finance Department and are ready to be spread on the tax rolls. An encroachment is any permitted private occupancy of the public right of way, such as fences, signs or downtown street-side patios. The Council must conduct a public hearing and then adopt a resolution in order to assess property owners for the encroachments.

ALTERNATIVES ANALYZED

The Council may:

- Approve the resolution; or
- Not approve the resolution, and the Public Works Engineering Fund would be responsible to pay for the assessments.

FINANCIAL IMPACT

The standard encroachment fee is \$1/sq.ft. per year and a list of the assessments is attached. The total amount to be assessed is \$27,018.56 for FY 20.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and adopt the encroachment assessment resolution.

APPROVED BY CITY ADMINISTRATOR

Attachments

Encroachments Resolution

RESOLUTION 19 _____

A RESOLUTION FIXING THE AMOUNT OF THE ANNUAL SPECIAL ASSESSMENT FOR THE FISCAL YEAR 2020 TO BE PAID BY PERSONS, FIRMS, AND CORPORATIONS, MAINTAINING ENCUMBRANCES, OBSTRUCTIONS, OR ENCROACHMENTS ON, OVER, ACROSS, OR ABOVE THE STREETS, AVENUES, SIDEWALKS, OR ALLEYS OF THE CITY OF BILLINGS AND LEVYING AND ASSESSING SAID SPECIAL ASSESSMENT.

WHEREAS, Chapter 13 of the Billings, Montana City Code provides that every person, firm, or corporation that has or maintains any encumbrances, obstructions, or encroachments on, over, across, or above any street, avenue, sidewalk, or alley shall pay an annual rental fee, and

WHEREAS, Billings, Montana City Code, Section 13-303 provides that the City Council shall annually, by resolution, make a special assessment for such rental upon certain lots abutting on that part of the street, avenue, sidewalk, or alley upon which encumbrance, obstruction, or encroachment on the owner of such abutting lot or lots.

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

1. ANNUAL ASSESSMENT FOR RENTAL: That for the purposes of collecting said rents for the fiscal year 2020 for said encumbrances, obstructions, and encroachments on, over, across, or above the streets, avenues, alleys, and sidewalks of the City of Billings, there is hereby fixed, levied and assessed a special assessment upon the lots or parcels of land provided in the schedule attached, described as EXHIBIT "A" and by this reference made a part hereof.

2. DISPOSITION OF COLLECTIONS. All monies collected from said assessments shall be paid to the General Fund of the City of Billings, Montana.

3. NOTICE OF HEARING. That on Monday the 9th day of September, 2019 at 5:30 p.m. or as soon thereafter as the matter may be considered on the agenda in the council chambers of the City Hall, Billings, Montana, the council will hear objections to the final adoption of this resolution. The City Clerk is hereby directed to publish notice thereof twice, at least five (5) days prior to the hearing, in the Yellowstone County News.

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

ADOPTED and APPROVED by the City Council on the 9th day of **September**, **2019.**

CITY OF BILLINGS:

BY: _____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise R. Bohlman, CITY CLERK

Exhibit A

Tax Code	Owner Name	Amount
A00001	KOINONIA MANAGEMENT CO LLC	11.00
A00010	BRINKMAN, M DEAN & CAROL J	16.00
A00028	ATWOOD, SCOTT	10.00
A00068A	B L M TIRE CO	10.00
A00096	W B Y -LLC	213.32
A00123	TRAIL CREEK PROPERTIES LLC	50.00
A00139	CARROLL BROS LLC	40.00
A00140	SHIPTON SUPPLY CO INC	80.00
A00143	DLB/JMS LLC	20.00
A00146	MCDONNELL FAMILY IRREVOCABLE T	80.00
A00243	BLGS U S EMPLOYEES FED CR UNIO	120.00
A00260	TAJ PROPERTIES LLC	311.00
A00264	MILLER TROIS LLC	125.00
A00349	ROMAN CATHOLIC BISHOP OF GRT F	137.00
A00352	BILLINGS MONTANA PARKING COMMI	18.00
A00363	CORMIER PROPERTIES LLC	500.00
A00364	GRAY, MICHAEL J	334.00
A00365	TWO VALLEYS REALTY INC	20.00
A00368	CITY OF BILLINGS	28.00
A00374	LO, CHIA WEI & LIN LIN	48.00
A00495	CARROLL BRO'S LLC	40.00
A00510	FRANK FAMILY LIMITED PARTNERSH	960.00
A00537	J & S PROPERTIES INC	220.00
A00604	MOUNTRAIL PROPERTIES LLC	7.00
A00616	CITY LOFT APARTMENTS	24.00
A00617	CITY LOFT APARTMENTS	24.00
A00618	CLOCK TOWER INN, LLC	362.00
A00620	CITY OF BILLINGS	5.00
A00624	WFC I LLC	13.00
A00636	ROBERTSON, JEFF & DONNA	351.00
A00637	ACME LIMITED PARTNERSHIP	388.00
A00639	LAD ENTERPRISES LLC	48.00
A00642A	NA	66.42
A00642A	CITY OF BILLINGS	66.42
A00642B	NA	252.34
A00642B	THE BABCOCK LLC	252.34
A00642C	NA	3.24
A00642C	CJM LLC	3.24
A00644	ROYER PROPERTY LLC	154.00
A00656	SWANK PROPERTIES LLC	59.58
A00687	MARKETPLACE 3301 PROPERTIES	3.00

	LL	
A00708	MARKS, STEVE	5.00
A00710	MARKS, STEVE	5.00
A00735A	MONTANA AVE LOFTS LLC	25.00
A00737	RIDER, THEODORE J & (ETAL)	10.00
A00765	MIGNONE, FRANCIS J	224.34
A00774	NEAL C LA FEVER TRUST &	1,720.00
A00776	BARBAZON APARTMENTS LP	105.00
A00778	GLACIER BANK	602.00
A00781	NELSON, BERT A & ANDREW	126.00
A00783	NEAL C LA FEVER TRUST &	108.00
A00796A	SECURITIES BUILDING LLC	4.50
A00796B	SECURITIES BUILDING LLC	3.17
A00796C	SECURITIES BUILDING LLC	1.33
A00796D	SECURITIES BUILDING LLC	2.39
A00796E	SECURITIES BUILDING LLC	1.35
A00796F	WEBHEN LLC	2.56
A00796G	WEBHEN LLC	1.20
A00796H	SECURITIES BUILDING LLC	0.69
A00796I	SECURITIES BUILDING LLC	0.67
A00796J	SECURITIES BUILDING LLC	0.70
A00796K	SECURITIES BUILDING LLC	0.45
A00796L	SECURITIES BUILDING LLC	0.63
A00796N	SECURITIES BUILDING LLC	0.61
A00796O	SECURITIES BUILDING LLC	0.69
A00796P	SECURITIES BUILDING LLC	0.67
A00796Q	SECURITIES BUILDING LLC	0.70
A00796R	SECURITIES BUILDING LLC	0.45
A00796S	SECURITIES BUILDING LLC	0.63
A00796T	SECURITIES BUILDING LLC	0.61
A00804	MAKENNA HOTEL INVESTMENTS LLC	130.00
A00806	COMPUTERS UNLIMITED	1,261.00
A00807	RPS, LLC	53.00
A00817	LARSON FAMILY PROPERTIES LLC	78.00
A00822	NELSON, ANDY & BERT	114.00
A00823	COMPUTERS UNLIMITED	25.00
A00827	MAV PROPERTIES LLC	17.00
A00832	D B SQUARED LLC	607.50
A00833	COMPUTERS UNLIMITED	442.00
A00838	2223 MONTANA LLC	643.00
A00939	SOUTHERN FOODS GROUP LP	126.00
A00949	YELLOWSTONE HEALTH PARTNERSHIP	10.00
A00964	HATZELL PROPERTIES LLP	40.00
A01010	PHILLIPS 66 COMPANY	80.00
A01180	CONOCOPHILLIPS COMPANY	160.00
A01251	CONOCOPHILLIPS COMPANY	20.00
A01259	CITY OF BILLINGS	6.00
A01264	INTERFAITH HOSPITALITY NETWORK	42.00
A01273	PLATH, RUSSELL & SUSAN L	135.00
A01281	MORLEDGE, KARL	27.00
A01285	PE BLOCK	46.00

A01293	YELLOWSTONE PAPER COMPANY	30.00
A01294	MONTANA RESCUE MISSION	421.00
A01699	STATE OF MT DEPARTMENT OF ADMI	25.00
A01809	KOINONIA MANAGEMENT CO LLC	50.00
A01963A	YELLOWSTONE ART MUSEUM	220.00
A02434A	CK GAINAN LP	15.00
A02920	COFFMAN, STEPHEN L & VICTORIA	5.00
A03302	ZIMMERER, STEPHEN L & BRENDA &	12.00
A03492	MILLER, JANEL R	10.00
A04983A	WILGUS, MARK A & JOSI D	25.00
A05687	ROSE FAMILY TRUST	41.00
A05812	ARAGON, KATHLEEN J	25.00
A05968	DEACONESS MEDICAL CENTER OF BI	304.00
A06751	GLYNN, ANDREW J	6.50
A07017	JACOBSON, RICHARD LEE &	15.00
A07120	BILLINGS CLINIC	100.00
A07131	BILLINGS CLINIC	1,123.00
A07153	BILLINGS CLINIC	320.00
A07192	BILLINGS CLINIC	20.00
A07279	BILLINGS CLINIC	20.00
A07297	MILLER LAND CO	60.00
A07370	KARLSEN, VIRGINIA G	17.00
A08646	BRYSON, JEFFERY A	25.00
A09085	SHORT, DANIEL W & ELIZABETH YM	3.00
A09148	FRIED, WILLIAM JR & SALLY ANN	220.00
A09171	MAIN STREET PARTNERS	50.00
A10202	LUTHERAN CHURCH OF THE GOOD SH	2,813.00
A10613	STOUGHTON, ALICE CASADY	102.00
A11091	BERRY, GALE & AMY	50.00
A11193	ROBERTSON, MATTHEW W	5.00
A11354	STATE OF MT - DEPT OF INSTITUT	9.00
A11550	BILLINGS CLINIC	342.84
A11565	SISTERS OF CHARITH OF LEAVENWO	273.34
A11592	SISTERS OF CHARITY OF LVNWRTH	15.00
A11630	DEACONESS MEDICAL CENTER OF BI	80.00
A12102	DEACONESS MEDICAL CENTER OF BI	223.00
A12194	BILLINGS CLINIC	57.14
A12226	SISTERS OF CHARITY OF LEAVENWO	720.00
A12971A	POPP, GREGORY A & SHELLY	25.00
A13885	THOMAS FAMILY LIVING TRUST, TH	1.00
A13999	SCHAEFER, JOSHUA T & COREY R	25.00
A14554	JOHNSON, CHERYL L	58.00
A16557	RIMROCK HOSPITALITY LLC	15.00
A17196	POULETTE, JOSHUA J & MEGAN	20.00
A17571	GRAND LANES INC	48.00
A17942	EMERICK, MARIKO G &	9.00

A17949	BALLOU, CAROLYN J	12.00
A19326	ALBERTSON'S STORES SUB LLC	10.00
A19570	IDAHO-WASHINGTON POLE OIL CO	56.00
A19680	COZZENS, JEANNINE M	50.00
A20220	DURAND, KRISTEN M &	34.00
A20357	JONES FAMILY HOLDINGS LLC	30.00
A20610	VAN WAGONER, JEREMY T	98.00
A20713	BOGGS, JUSTIN DALE	1.00
A20842	TEICHERT, LYLE W & VALERIE ROS	10.00
A20913	1490 SOURDOUGH LLC	5.00
A21196	KOCH, BRENT D	10.00
A22975	MOFFETT, DAVE	50.00
A23157	HTA ENTERPRISES LLC	26.66
A23158	HTA ENTERPRISES LLC	26.67
A23159	HTA ENTERPRISES LLC	26.67
A23703	VALKENBURG, CORNELIUS A & LIND	58.50
A24268	COLLETT, GORDON C & SIV D	25.00
A24843	KOHN, JAY A & JUDY K	50.00
A28233A	NA	19.34
A28233A	HYAMS, ANDREW C	19.34
A28233B	NA	91.70
A28233B	GRAND AVE INVESTOR LLC	91.70
A28233C	NA	11.58
A28233C	GRAND AVE INVESTOR LLC	11.58
A28233D	NA	11.28
A28233D	GRAND AVE INVESTOR LLC	11.28
A28233E	NA	13.10
A28233E	GRAND AVENUE INVESTORS LLC	13.10
A28994	BK RE 11036 LLC	25.00
A29218	BOTTRELL FAMILY INVESTMENTS LP	120.00
A30109	WAGLER, AMY L & GUIDO C	130.00
A31092	PST LLC	500.00
A31495	HUNTERS POINTE APARTMENTS LLC	30.00
A33004	SERMON, EDWARD J & REGINA L	3.00
A36143	CORP OF PRESIDING BISHOP OF CH	525.00
C01755	PARKER, PATRICK A &	5.00
C03210	DAVIES, WILLIAM L & NANCY A	25.00
C06176	ZIMNY, GERARD P & MICHELLE A	112.50
C07319	MAGGA LLC	706.00
C08660	EGGEBRECHT FAMILY LIMITED PTNR	1.00
C10469A	WEBER PROPERTIES LLC	10.00
D00527	RMR I LLC	1,000.00
D01389	HANSER AUTOMOTIVE CO INC	675.00
D04718	ELLIS, SHELLEY M	20.00
D05641	ROBERTSON, MATT	5.00
D05900	B WHO U R, LLC	1,440.00
D05903	ROOKHUIZEN, EDWARD J & DIANNA	100.00
E00004A	NORTHWESTERN ENERGY-T & D	168.00
	Total	27,018.56

Regular City Council Meeting

Meeting Date: 09/09/2019

TITLE: Public Hearing and Resolution for Park District 1 Assessment

PRESENTED BY: Andy Zoeller

Department: City Hall Administration

Presentation: Yes

PROBLEM/ISSUE STATEMENT

This resolution establishes the FY 20 Park District 1 assessment of .9663% of taxable value, resulting in \$2,000,000 in revenue. The FY 19 assessment was 1.0015% of taxable value. There is a per property assessment list in the City Clerk's office.

ALTERNATIVES ANALYZED

The Council must hold a public hearing and then may:

- Approve the resolution; or
- Amend and approve the resolution; or
- Not approve the resolution.

FINANCIAL IMPACT

Applied to a home with a \$200,000 market value, the .9663 % of taxable value would result in an assessment of approximately \$26.00.

RECOMMENDATION

Staff recommends that the City Council hold the public hearing and approve the resolution setting the assessment for Park District 1 for Fiscal Year 2020.

APPROVED BY CITY ADMINISTRATOR

Attachments

City Wide Park Resolution

RESOLUTION 19- _____

A RESOLUTION ASSESSING PROPERTIES WITHIN THE CITY OF BILLINGS FOR THE PARK DISTRICT 1 ASSESSMENT, PROVIDING FOR NOTICE, HEARING AND ADOPTION.

WHEREAS, Billings, Montana (the "City") is a municipality duly organized existing under and by virtue of the Constitution and laws of the State of Montana.

WHEREAS: the City Council (the "Council") is authorized by Montana Code Annotated ("MCA"), 7-11-1024 to make assessments or impose fees for the costs and expenses of the special district based upon a budget proposed by the governing body.

WHEREAS: Council adopted the FY 20 Budget on 6/24/19, including the operations and maintenance budget for Park District 1 in the amount of \$1,920,626. Per MCA 7-11-1024 and 7-11-1025(2).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

BILLINGS, MONTANA, AS FOLLOWS:

1. ASSESSMENT FOR FISCAL YEAR 2020. MCA 7-11-1024(3)(a) (iii) authorizes the Council to assess the percentage of cost for Park District 1 to each parcel of land, including improvements on the lot or parcel for the fiscal year. Each parcel shall pay to the City that portion of the total Park District 1 assessment of \$2,000,000 imposed annually as hereinafter provided, as the total taxable value of each parcel bears to the total taxable value (.9663% per taxable value dollar), within the City.

2 LIST OF PROPERERTIES ASSESSED. The official list of those properties subject to the assessment within the District, including the tax code, name/names of the owners of such properties and amount of assessment on each property, is on file for public inspection in the City of Billings Clerk's office per MCA 7-11-1025 (3).

3. NOTICE OF HEARING. On Monday, September 9, 2019 at 5:30 o'clock p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council will hear objections to the adoption of this resolution. The City Clerk is hereby directed to publish notice thereof twice, at least five (5) days prior to the hearing, in the Yellowstone County News.

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

ADOPTED and APPROVED by the City Council on the 9th day of September, 2019.

CITY OF BILLINGS:

BY: _____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise R. Bohlman, CITY CLERK

Regular City Council Meeting

Meeting Date: 09/09/2019

TITLE: Public Hearing and Resolution Setting PMD Annual Assessments for Fiscal Year 2020

PRESENTED BY: Andy Zoeller

Department: City Hall Administration

Presentation: Yes

PROBLEM/ISSUE STATEMENT

The annual assessment resolution for the City's 36 Park Maintenance Districts (PMD's) has been completed by the Finance Department and the assessments are ready to be spread in the tax files for FY 20. Gross amounts for Annafeld and Falcon Ridge PMDs are changing from the prior year, all others will remain unchanged from FY19.

Annafeld is decreasing \$43,600 from the prior year. This was a brand new park in 2019 that will not have as high costs in future years. This will be an \$0.08 reduction in the per square foot charge assessed to property owners.

Falcon Ridge is increasing \$20,000 over what was assessed in the prior year. During a review of the Falcon Ridge PMD, it was determined that additional filings had approved and new parcels needed to be added to the PMD. This PMD has historically had a negative cash balance, so an increase is necessary to fund maintenance. Because the additional parcels were added to the PMD the overall charge per lot will be decrease from the prior year (\$369.43/lot in FY20 and \$426.97/lot in FY19).

ALTERNATIVES ANALYZED

The Council must hold a public hearing and then may:

- Approve the resolution; or
- Not approve the resolution. The Parks Department could stop maintaining the PMD parks or Council could direct staff to continue maintaining the parks and use General Fund or other resources for that purpose.

FINANCIAL IMPACT

Park maintenance district rates are calculated by estimating the expenses for maintenance and recovering actual expenditures. The total amount to be assessed for these PMD's is \$1,160,336 for FY 20.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the resolution setting assessments for the City's PMD parks.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution PMD

RESOLUTION 19- _____

A RESOLUTION LEVYING AND ASSESSING ALL PROPERTY WITHIN PARK MAINTENANCE DISTRICTS AN AMOUNT EQUAL TO THE COST OF MAINTAINING THE IMPROVEMENTS IN SAID PARK MAINTENANCE DISTRICTS WITHIN THE CITY OF BILLINGS, PROVIDING FOR NOTICE, HEARING AND FINAL ADOPTION.

WHEREAS, certain Park Maintenance Districts within the City have been created and constructed, and

WHEREAS, certain improvements within those Park Maintenance Districts require maintenance, and

WHEREAS, M.C.A. Section 7-12-4162 provides that the City may levy and assess the costs of maintenance against said districts.

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

1. MAINTENANCE OF IMPROVEMENTS. Certain improvements including trees, shrubs, grass and care thereof require maintenance with certain Park Maintenance Districts.

2. MAINTENANCE DISTRICT BOUNDARIES. The boundaries of the park maintenance districts are established by resolution and are on file in the City Clerk's office.

3. ASSESSMENT METHOD. The entire maintenance costs shall be assessed against the entire district, based on either square footage of the lot or a per lot basis of the entire district exclusive of streets, avenues, alleys and public places all as provided in M.C.A. Section 7-12-4162.

4. COST OF MAINTENANCE. The Parks Department estimates that the cost of maintenance for fiscal year 2020 for the following Park Maintenance Districts is:

PMD Name	Number	FY 2020		
		FY 20	Assessment Rate	
Harvest	684001	\$ 174,000.00	0.0404	sq/ft
Olympic	684002	\$ 168,000.00	0.0376	sq/ft
Parkland West	684003	\$ 31,000.00	0.0147	sq/ft
Kiwanis/Durland	684004	\$ 15,000.00	0.0218	sq/ft
High Sierra	684005	\$ 79,001.00	0.0100	sq/ft
Forest Park	684006	\$ 2,000.00	0.0032	sq/ft

Woodland Estates	684007	\$ 3,000.00	0.0036	sq/ft
Terra West	684008	\$ 16,000.00	0.0193	sq/ft
Aspen Grove	684009	\$ 6,000.00	0.0162	sq/ft
Lakeview Drain	684010	\$ 400.00	0.0017	sq/ft
Montana Avenue	684011	\$ 45,000.00	0.0815	sq/ft
Country Manor (Village West-Circle 50)	684012	\$ 36,000.00	0.0117	sq/ft
Broadway/City Hall	684013	\$ 28,000.00	0.0756	sq/ft
Rush/Shiloh Point	684014	\$ 6,000.00	0.0021	sq/ft
Howard Heights	684015	\$ 8,700.00	0.0077	sq/ft
Mission United (West end Bike Trail)	684016	\$ 6,000.00	0.0073	sq/ft
South Gate	684017	\$ 14,000.00	0.0063	sq/ft
Frances Park	684018	\$ 20,000.00	107.53	per lot
Rolling Hills (Silver Spur Trail)	684019	\$ 8,000.00	266.67	per lot
Dokken (Town and Country)	684020	\$ 8,000.00	400.00	per lot
Lutheran Park	684022	\$ 12,000.00	169.01	per lot
Rimrock West	684023	\$ 54,000.00	223.14	per lot
Walden Grove	684024	\$ 24,000.00	0.0297	sq/ft
Rehberg Ranch	684025	\$ 22,000.00	0.0088	sq/ft
Uinta and Twin Oaks	684026	\$ 36,000.00	128.57	per lot
Ironwood	684027	\$ 110,000.00	0.0162	sq/ft
Vintage Estates	684028	\$ 7,000.00	62.50	per lot
Cottonwood	684029	\$ 2,201.00	0.0018	sq/ft
Kings Green	684030	\$ 16,000.00	320.00	per lot
Copper Ridge	684031	\$ 83,000.00	204.43	per lot
Riverfront Pointe	684032	\$ 1,000.00	9.62	per lot
Falcon Ridge	684033	\$ 58,000.00	369.43	per lot
Josephine Crossing	684036	\$ 8,000.00	0.0103	sq/ft
Terra West Entrance	684038	\$ 6,034.00	77.36	per lot
Yellowstone Family Park	684040	\$ 32,000.00	83.12	per lot
Anafeld Parks	684041	\$ 15,000.00	0.0266	sq/ft
Total Annual PMD Assessment		\$1,160,336.00		

5. DISPOSITION OF COLLECTIONS. The monies collected from the assessment shall be paid into the respective Park Maintenance Funds.

6. NOTICE OF HEARING. On Monday, September 9th, 2019, at 5:30 o'clock p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council will hear objections to the adoption of this resolution. The City Clerk is hereby directed to publish notice thereof twice, at least five (5) days prior to the hearing, in the Yellowstone County News.

7. EFFECTIVE DATE. This Resolution shall be effective upon adoption.

The foregoing Resolution No. _____ was ADOPTED by the City Council and APPROVED on the 9th day of September, 2019.

CITY OF BILLINGS:

BY: _____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise R. Bohlman, CITY CLERK

Regular City Council Meeting

Meeting Date: 09/09/2019

TITLE: Public Hearing and Resolution Road Maintenance District No. 6

PRESENTED BY: Andy Zoeller

Department: City Hall Administration

Presentation: Yes

PROBLEM/ISSUE STATEMENT

The annual Road Maintenance District #6 (RMD #6) assessment resolution has been completed by the Finance Department and is ready to be spread on the tax files. This district is for maintaining a secondary fire access road in the Briarwood Subdivision. The assessments must be set no later than October 1 in order for the County Treasurer to collect them in November 2019 and in May, 2020. The fee will remain the same for FY 20 as it was for FY 19.

ALTERNATIVES ANALYZED

The Council must hold a public hearing and then may:

- Approve the resolution; or
- Not approve the resolution. If Council does not approve the resolution, the district will not collect enough money to maintain the road and this would create a conflict with the Subdivision Improvement Agreement and the Fire Code.

FINANCIAL IMPACT

The total assessment of \$2,875 (52 properties at \$55.28) reflects the cost of providing maintenance and repairs to meet Fire Code requirements.

RECOMMENDATION

Staff recommends that the City Council hold a public hearing and approve the resolution setting the annual RMD #6 assessment.

APPROVED BY CITY ADMINISTRATOR

Attachments

RMD6 Resolution

RESOLUTION 19-_____

**A RESOLUTION LEVYING AND ASSESSING ROAD MAINTENANCE
DISTRICT NO. 6 FEES FOR PROPERTIES WITHIN ROAD
MAINTENANCE DISTRICT NO. 6 IN THE CITY OF BILLINGS,
PROVIDING FOR NOTICE, HEARING AND ADOPTION.**

WHEREAS, the City, by Resolution, has defined the boundaries and established a road maintenance district as provided by State Law, and

WHEREAS, Billings Montana City Code and Title 7, Chapter 12, Parts 41 and 44, as amended of the Montana Code Annotated authorizes the City of Billings to adjust the road maintenance district rate and charge to provide for the sufficient collection of revenues adequate for the payment of the reasonable expense of the district.

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

1. METHOD OF ASSESSMENT. The City hereby determines that each lot or parcel of land within Road Maintenance District No. 6 shall be assessed for that portion of the whole cost which each lot or parcel of land in the respective district bears.

2. ASSESSMENT. Each lot or parcel within the boundaries of Road Maintenance District No. 6, is hereby assessed **\$55.28** per lot for fiscal year 2020.

3. LOTS AND PARCELS ASSESSED. A list which describes each lot or parcel of land assessed within the respective district, with the name of the owner thereof,

and the amount levied thereon set is available in the office of the City Clerk, 210 North 27th St, Billings, Montana.

4. COLLECTION OF ASSESSMENTS. Said special assessments shall be placed upon the assessment rolls and collected in the same manner as other taxes.

5. NOTICE OF HEARING. On Monday, **September 9th**, at 5:30 o'clock p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council will hear objections to the adoption of this resolution. The City Clerk is hereby directed to publish notice thereof twice, at least five (5) days prior to the hearing, in the Yellowstone County News.

6. EFFECTIVE DATE. This resolution shall be effective upon final adoption.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 9th day of September 2019.

BY: _____

William A. Cole, MAYOR

ATTEST:

BY: _____

Denise R. Bohlman, CITY CLERK

Exhibit A

<u>Tax ID</u>	<u>Legal Description</u>
A32132	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 1, Lot 1A, AMD 29382 SQ FT (08)
A32133	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 1, Lot 2, 16843 SQUARE FEET, (06)
A32134	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 1, Lot 3, 18688 SQUARE FEET, (06)
A32135	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 1, Lot 4, 19990 SQUARE FEET, (06)
A32136	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 1, Lot 5, 18532 SQUARE FEET, (06)
A32137	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 1, Lot 6, 18568 SQUARE FEET, (06)
A32138	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 1, Lot 7, 18605 SQUARE FEET, (06)
A32139	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 1, Lot 8, 18641 SQUARE FEET, (06)
A32140	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 1, Lot 9, 18678 SQUARE FEET, (06)
A32141	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 1, Lot 10, 20037 SQUARE FEET, (06)
A32142	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 1, Lot 11, 17170 SQUARE FEET, (06)
A32143	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 1, Lot 12, 21975 SQUARE FEET, (06)
A32144	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 2, Lot 1, 30665 SQUARE FEET, (06)
A32145	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 2, Lot 2, 28271 SQUARE FEET, (06)
A32146	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 2, Lot 3, 22760 SQUARE FEET, (06)
A32147	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 2, Lot 4, 20152 SQUARE FEET, (06)
A32148	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 2, Lot 5, 13290 SQUARE FEET, (06)
A32149	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 2, Lot 6, ACRES 14129, (06)
A32150	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 3, Lot 1, 24360 SQUARE FEET, (06)
A32151	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 3, Lot 2, 22366 SQUARE FEET, (06)
A32152	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 3, Lot 3, 20430 SQUARE FEET, (06)
A32153	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 4, Lot 1
A32154	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 4, Lot 2, 33407 SQUARE FEET, (06)
A32155	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 4, Lot 3, 42372 SQUARE FEET, (06)
A32156	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 4, Lot 4, 46904 SQUARE FEET, (06)
A32157	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 4, Lot 5, 19276 SQUARE FEET, (06)
A32158	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 4, Lot 25, ACRES 17562, (06)
A35428	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 4
A35429	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 5
A35430	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 6
A35431	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 7
A35432	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 8
A35433	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 9
A35434	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 10
A35435	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 11
A35436	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 12
A35437	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 13
A35438	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 14
A35439	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 15
A35440	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 16
A35441	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 17

A35442 THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 18
A35443 THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 19
A35444 THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 20
A35445 THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 21
A35446 THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 22
A35447 THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 4, Lot 26
A35448 THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 4, Lot 27
A35449 THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 4, Lot 28
A35450 THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 4, Lot 29
A35451 THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 4, Lot 30
A35453 THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 4, Lot 31
A35453 THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 5, Lot 1

Regular City Council Meeting

Meeting Date: 09/09/2019

TITLE: Public Hearing SID 1406 Spread of Assessments

PRESENTED BY: Andy Zoeller, Finance Director

Department: City Hall Administration

Presentation: Yes

PROBLEM/ISSUE STATEMENT

The assessment for SID 1406 has been completed by the Finance Division and is ready to spread on the tax rolls. This project and bond sale have previously been approved by Council. This project constructs a park and irrigation improvements in the Annafeld Subdivision 1st filing which is located south of Elysian Road near Elysian School.

ALTERNATIVES ANALYZED

The Council must hold a public hearing and then may:

- Approve the resolution; or
- Not approve the resolution. If the Council does not approve the resolution, the property owners will not be assessed and the General Fund will be responsible for paying for the improvements.

FINANCIAL IMPACT

The amount of the bond sale was \$652,000. The costs associated with SID 1406 are assessed per lot, per the attached resolution. The net effective interest rate is 5.24 %. Under the State Statute 7-12-4189, the City is required to add ½ of 1% for a total rate of 5.74%. The .5% will be used as additional security on bond issues, as stated in the final bond resolution. Interest earnings and prior collections are subtracted from the final construction cost and spread to the appropriate properties. Any remaining fund balances are used to call bonds.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and pass the proposed resolution to spread assessments for SID 1406.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution SID 1406

RESOLUTION 19 _____

A RESOLUTION LEVYING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 1406, IN THE CITY OF BILLINGS, MONTANA.

WHEREAS, the City created a special improvement district or project known as 1406 and;

WHEREAS, it is necessary to levy a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

SECTION 1: LEVY AND ASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 1406 of the City of Billings, Montana, there is hereby levied and assessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with interest. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax Code /Owner Name /Legal Description	Assessment Amount	Interest Rate	Years Assessed
A36416 MCCALL DEVELOPMENT INC ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 1, Lot 1	\$28,448.27	5.740	14
A36417 MCCALL DEVELOPMENT INC ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 1, Lot 2	\$28,480.71	5.740	14
A36418 MCCALL DEVELOPMENT INC ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 1, Lot 3	\$28,526.30	5.740	14
A36419 MCCALL DEVELOPMENT INC ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 1, Lot 4A, AMD (19)	\$137,655.07	5.740	14

A36420A	\$1,808.56	5.740	14
MCCALL DEVELOPMENT INC WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 1, 3.125% COM ELEM INT			
A36420B	\$1,808.56	5.740	14
MCCALL DEVELOPMENT INC WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 2, 3.125% COM ELEM INT			
A36420C	\$1,808.56	5.740	14
MCCALL DEVELOPMENT INC WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 3, 3.125% COM ELEM INT			
A36420D	\$1,808.56	5.740	14
MCCALL DEVELOPMENT INC WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 4, 3.125% COM ELEM INT			
A36420E	\$1,808.56	5.740	14
MCCALL DEVELOPMENT INC WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 5, 3.125% COM ELEM INT			
A36421A	\$1,808.56	5.740	14
MCCALL DEVELOPMENT INC WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 6, 3.125% COM ELEM INT			
A36421B	\$1,808.56	5.740	14
MCCALL DEVELOPMENT INC WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 7, 3.125% COM ELEM INT			
A36421C	\$1,808.54	5.740	14
MCCALL DEVELOPMENT INC WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 8, 3.125% COM ELEM INT			
A36421D	\$1,808.54	5.740	14
MCCALL DEVELOPMENT INC WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 9, 3.125% COM ELEM INT			
A36421E	\$1,808.54	5.740	14
MCCALL DEVELOPMENT INC WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 10, 3.125% COM ELEM IN			
A36421F	\$1,808.54	5.740	14
BANDERMAN, SUZANNE A WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 11, 3.125% COM ELEM IN			

A36421G	\$1,808.54	5.740	14
MCCALL DEVELOPMENT INC			
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 12, 3.125% COM ELEM			
IN			
A36421H	\$1,808.54	5.740	14
MCCALL DEVELOPMENT INC			
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 13, 3.125% COM ELEM			
IN			
A36421I	\$1,808.54	5.740	14
MCCALL DEVELOPMENT INC			
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 14, 3.125% COM ELEM			
IN			
A36421J	\$1,808.54	5.740	14
LICHTEROWICZ, MICHAEL &			
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 15, 3.125% COM ELEM			
IN			
A36421K	\$1,808.54	5.740	14
WHARTON, EDWARD C & LENA D			
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 16, 3.125% COM ELEM			
IN			
A36421L	\$1,808.54	5.740	14
WHARTON, EDWARD C & LENA D			
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 17, 3.125% COM ELEM			
IN			
A36421N	\$1,808.54	5.740	14
WHARTON, EDWARD C & LENA D			
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 18, 3.125% COM ELEM			
IN			
A36421O	\$1,808.54	5.740	14
KRAFT, HAYLEY A & RICKEY A JR			
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 19, 3.125% COM ELEM			
IN			
A36421P	\$1,808.54	5.740	14
MCCALL DEVELOPMENT INC			
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 20, 3.125% COM ELEM			
IN			
A36421Q	\$1,808.54	5.740	14
STEEN, NICHOLAS J			
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 21, 3.125% COM ELEM			
IN			
A36421R	\$1,808.54	5.740	14
ALLERY, VIRGINIA P			
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 22, 3.125% COM ELEM			
IN			

A36422A	\$1,808.54	5.740	14
HANSON, DOUGLAS R & CAPREE K WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 23, 3.125% COM ELEM IN			
A36422B	\$1,808.54	5.740	14
HANSON, DOUGLAS R & CAPREE K WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 24, 3.125% COM ELEM IN			
A36422C	\$1,808.54	5.740	14
HANSON, DOUGLAS R & CAPREE K WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 25, 3.125% COM ELEM IN			
A36422D	\$1,808.54	5.740	14
HANSON, DOUGLAS R & CAPREE K WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 26, 3.125% COM ELEM IN			
A36423	\$3,818.23	5.740	14
ROLLER, WAYNE & SHARON K ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 1, Lot 8			
A36424	\$3,577.06	5.740	14
HANSON, DOUGLAS R & CAPREE K ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 1, Lot 9			
A36425	\$3,373.39	5.740	14
HANSON, DOUGLAS R & CAPREE K ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 1, Lot 10			
A36426	\$3,637.87	5.740	14
KARSH, NATALIE A ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 1, Lot 11			
A36427	\$3,274.06	5.740	14
HANSON, DOUGLAS R & CAPREE K ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 1, Lot 12			
A36428	\$3,904.36	5.740	14
ELTING, RYAN K & KATHLEEN S ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 1, Lot 13			
A36429	\$4,459.68	5.740	14
ELTING, RYAN K & KATHLEEN S ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 1, Lot 13			
A36430	\$6,122.56	5.740	14
SOLOMON FAMILY TRUST, THE ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 1, Lot 15			
A36431	\$5,951.30	5.740	14
PETTY, MCKENZIE J			

ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 1, Lot 16			
A36432	\$5,148.74	5.740	14
MCCALL DEVELOPMENT INC			
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 1, Lot 17			
A36433	\$5,552.05	5.740	14
BAILEY, MICHAEL J & JULIE R			
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 1, Lot 18			
A36434	\$4,925.82	5.740	14
WELLS, TINA M			
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 1, Lot 19			
A36435	\$4,601.53	5.740	14
JACKSON, FAYE T			
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 1, Lot 20			
A36436	\$8,248.53	5.740	14
MCCALL DEVELOPMENT INC			
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 1, Lot 21			
A36437	\$4,858.95	5.740	14
FLOCK, JODY L &			
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 1, Lot 22			
A36438	\$6,654.56	5.740	14
MOORHEAD, ANDREW J & JESSICA M			
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 1, Lot 23			
A36441	\$6,896.74	5.740	14
MCCALL DEVELOPMENT INC			
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 2, Lot 1			
A36442	\$5,581.42	5.740	14
MCCALL DEVELOPMENT INC			
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 2, Lot 2			
A36443	\$5,581.42	5.740	14
MCCALL DEVELOPMENT INC			
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 2, Lot 3			
A36444	\$5,581.42	5.740	14
MCCALL DEVELOPMENT INC			
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 2, Lot 4			
A36445	\$6,808.58	5.740	14
MCCALL PROPERTIES LLC			
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 2, Lot 5			
A36446	\$6,195.51	5.740	14
MCCALL DEVELOPMENT INC			
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 2, Lot 6			
A36447	\$5,581.42	5.740	14

MCCALL DEVELOPMENT INC ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 2, Lot 7			
A36448	\$5,581.42	5.740	14
MCCALL DEVELOPMENT INC ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 2, Lot 8			
A36449	\$5,581.42	5.740	14
MCCALL DEVELOPMENT INC ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 2, Lot 9			
A36450	\$7,311.17	5.740	14
MCCALL DEVELOPMENT INC ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 2, Lot 10			
A36452	\$7,481.42	5.740	14
MCCALL DEVELOPMENT INC ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 2, Lot 12			
A36454	\$14,017.42	5.740	14
MCCALL DEVELOPMENT INC ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 1			
A36455A	\$1,808.54	5.740	14
FORSCH, JESSICA WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 27, 3.125% COM ELEM IN			
A36455B	\$1,808.54	5.740	14
HICKLE, ANNA F & GARY WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 28, 3.125% COM ELEM IN			
A36455C	\$1,808.54	5.740	14
RICE, RANDALL WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 29, 3.125% COM ELEM IN			
A36455D	\$1,808.54	5.740	14
BIES, JERRED E & WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 30, 3.125% COM ELEM IN			
A36455E	\$1,808.54	5.740	14
CULP, KAITLYN R WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 31, 3.125% COM ELEM IN			
A36455F	\$1,808.54	5.740	14
POLLOCK, RYAN E & WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 32, 3.125% COM ELEM IN			
A36456	\$4,092.84	5.740	14
LINDENMUTH, RICHARD R & RACHEL E			

ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 3			
A36457	\$4,053.32	5.740	14
LYBECKER, MARY A			
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 4			
A36458	\$4,053.32	5.740	14
MCCALL DEVELOPMENT INC			
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 5			
A36459	\$4,053.32	5.740	14
MCCALL DEVELOPMENT INC			
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 6			
A36460	\$4,720.10	5.740	14
MCCALL HOMES LLC			
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 7			
A36461	\$4,384.68	5.740	14
MCCALL DEVELOPMENT INC			
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 8			
A36462	\$3,891.20	5.740	14
MCCALL DEVELOPMENT INC			
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 9			
A36463	\$3,891.20	5.740	14
MCCALL DEVELOPMENT INC			
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 10			
A36464	\$3,891.20	5.740	14
SOARES, JOSHUA B &			
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 11			
A36465	\$4,400.90	5.740	14
MCCALL DEVELOPMENT INC			
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 12			
A36466	\$4,294.49	5.740	14
BARKLEY, CHRISTINE E			
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 13			
A36467	\$6,668.72	5.740	14
JACOBOWSKI, ROBERT J			
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 14			
A36468	\$4,379.62	5.740	14
MCCALL DEVELOPMENT INC			
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 15			
A36469	\$3,417.97	5.740	14
LETENDRE, CORY P & LINDSAY A			
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 16			
A36470	\$3,417.97	5.740	14

HANSON, DOUGLAS R & CAPREE K
 ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 17

A36471 \$3,417.97 5.740 14
 BADGETT, ELLEZABETH B &
 ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 18

A36472 \$4,422.19 5.740 14
 HAYNER, KATHY J
 ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 19

A36473 \$7,039.62 5.740 14
 SOWERS, KRISTI ANNE
 ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 20

A36474 \$4,848.78 5.740 14
 RUBICH, COLIN MICHAEL & KELSIE NICO
 ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 21

A36475 \$7,215.94 5.740 14
 MCCALL DEVELOPMENT INC
 ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 22

A36476 \$5,593.60 5.740 14
 MCCALL DEVELOPMENT INC
 ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 23

A36477 \$5,593.60 5.740 14
 MCCALL DEVELOPMENT INC
 ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 24

A36478 \$5,593.60 5.740 14
 MCCALL DEVELOPMENT INC
 ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 25

A36479 \$6,819.73 5.740 14
 MCCALL DEVELOPMENT INC
 ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 26

A36480 \$4,295.52 5.740 14
 SPANGLE, SARAH A
 ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 27

A36481 \$4,034.06 5.740 14
 MCCALL DEVELOPMENT INC
 ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 28

A36482 \$4,102.98 5.740 14
 MCCALL DEVELOPMENT INC
 ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 29

A36483 \$4,171.89 5.740 14
 MCCALL DEVELOPMENT INC
 ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 30

A36484	\$4,240.79	5.740	14
O'BRIEN, JAXSON C & TIFFANY MILLER			
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 31			
A36485	\$4,309.70	5.740	14
MCCALL DEVELOPMENT INC			
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 32			
A36486	\$4,378.60	5.740	14
JENSEN, WESTON C			
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 33			
A36487	\$4,800.16	5.740	14
BIES, JAKE P & LAURA F			
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 34			
A36490	\$28,272.98	5.740	14
MCCALL DEVELOPMENT INC			
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 4, Lot 1A, AMD (19)			
A36491	\$12,201.53	5.740	14
MCCALL DEVELOPMENT INC			
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 4, Lot 2A, AMD (19)			
A36492A	\$2,416.01	5.740	14
HANSON, DOUGLAS R & CAPREE K			
URBAN LIFESTYLE TOWNHOMES (19), S19, T01 S, R26 E, UNIT 1, 11.11% COM AREA			
A36492B	\$2,416.01	5.740	14
HANSON, DOUGLAS R & CAPREE K			
URBAN LIFESTYLE TOWNHOMES (19), S19, T01 S, R26 E, UNIT 2, 11.11% COM AREA			
A36492C	\$2,416.01	5.740	14
HANSON, DOUGLAS R & CAPREE K			
URBAN LIFESTYLE TOWNHOMES (19), S19, T01 S, R26 E, UNIT 3, 11.11% COM AREA			
A36492D	\$2,416.01	5.740	14
HANSON, DOUGLAS R & CAPREE K			
URBAN LIFESTYLE TOWNHOMES (19), S19, T01 S, R26 E, UNIT 4, 11.11% COM AREA			
A36492E	\$2,416.01	5.740	14
HANSON, DOUGLAS R & CAPREE K			
URBAN LIFESTYLE TOWNHOMES (19), S19, T01 S, R26 E, UNIT 5, 11.11% COM AREA			
A36492F	\$2,416.01	5.740	14
HANSON, DOUGLAS R & CAPREE K			
URBAN LIFESTYLE TOWNHOMES (19), S19, T01 S, R26 E, UNIT 6, 11.11% COM AREA			
A36492G	\$2,416.01	5.740	14
HANSON, DOUGLAS R & CAPREE K			
URBAN LIFESTYLE TOWNHOMES (19), S19, T01 S, R26 E, UNIT 7, 11.11% COM AREA			
A36492H	\$2,416.01	5.740	14
HANSON, DOUGLAS R & CAPREE K			
URBAN LIFESTYLE TOWNHOMES (19), S19, T01 S, R26 E, UNIT 8, 11.11% COM AREA			

Regular City Council Meeting

Meeting Date: 09/09/2019

TITLE: Public Hearing SID 2915 Spread of Assessments

PRESENTED BY: Andy Zoeller

Department: City Hall Administration

Presentation: Yes

PROBLEM/ISSUE STATEMENT

The final assessment for sidewalk, curb and gutter, drive approaches, and alley approaches SID No. 2915 (work order 18-02) has been completed by the Finance Department and is ready to spread on the 2019 tax roll. This project is for developer and miscellaneous public improvements in various locations around the city.

ALTERNATIVES ANALYZED

The Council must hold a public hearing, and then may:

- Approve the resolution; or
- Not approve the resolution. The property owners will not be assessed, and the General Fund will be responsible for paying for the improvements.

FINANCIAL IMPACT

The total cost spread to the district is \$205,000. The assessment is spread over a 12 year period, at an interest rate of 5.50%. The assessments will range from \$26 to \$9,450. The amount assessed per property is stated in the resolution.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and pass the proposed resolution to assess property owners for sidewalk, curb and gutter, drive approaches, and alley approaches construction costs for SID 2915 (work order 18-02).

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution SID 2915

RESOLUTION NO. 19_____

**A RESOLUTION LEVYING A SPECIAL ASSESSMENT TAX UPON ALL
BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR
PROJECT KNOWN AS 2915, IN THE CITY OF BILLINGS, MONTANA.**

WHEREAS, the City created a special improvement district or project known as 2915 and;

WHEREAS, it is necessary to levy a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

1: LEVY AND ASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 2915 of the City of Billings, Montana, there is hereby levied and assessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with interest. Each lot and parcel assessed and the owner thereof is hereinafter described:

<u>Tax Code</u> <u>/Owner Name</u> <u>/Legal Description</u>	<u>Assessment</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Years</u> <u>Assessed</u>
A00276 306 LLC BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 47, Lot 1 - 4	\$500.64	5.500	12
A00398 DEBTOR COMPANY (A TRUST) BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 61, Lot 9 - 10	\$2,503.19	5.500	12
A00399 MFM CAPITAL LLC BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 61, Lot 11 - 12	\$475.61	5.500	12
A00411 KRYZSKO, DOROTHY BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 62, Lot 16	\$250.32	5.500	12
A00414 YELLOWSTONE COUNTY	\$250.32	5.500	12

BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 62, Lot 17 - 24, (17)			
A00783	\$6,116.65	5.500	12
NEAL C LA FEVER TRUST & BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 108, Lot 14A, (99)			
A02718	\$2,847.79	5.500	12
PHILLIPS, FREDERICK L III & MICHAEL BARNES SUBD 3RD FILING, S06, T01 S, R26 E, BLOCK 6, Lot 5 - 6			
A02719	\$500.64	5.500	12
SHALLCROSS, ALDEN BARNES SUBD 3RD FILING, S06, T01 S, R26 E, BLOCK 6, Lot 7 - 8			
A02743	\$500.64	5.500	12
FOGLE, JOSHUA V & DALE ROGER BARNES SUBD 4TH FILING, S06, T01 S, R26 E, BLOCK 7, Lot 3 - 4			
A02749	\$750.96	5.500	12
ELDRIDGE, KRISTINE L & WEBER, JEFFR BARNES SUBD 4TH FILING, S06, T01 S, R26 E, BLOCK 7, Lot 16 - 17, & E1/2 LT			
A02752	\$926.17	5.500	12
GOLL, JOSHUA D BARNES SUBD 4TH FILING, S06, T01 S, R26 E, BLOCK 7, Lot 23 - 24			
A02753	\$600.77	5.500	12
BENZINGER, LEE H & A LILIAN BARNES SUBD 4TH FILING, S06, T01 S, R26 E, BLOCK 7, Lot 25 - 26			
A02768	\$392.17	5.500	12
FREECK, MATTHEW T BARNES SUBD 4TH FILING, S06, T01 S, R26 E, BLOCK 8, Lot 29 - 30			
A02770	\$410.52	5.500	12
DONOVAN, GARY W & BARNES SUBD 4TH FILING, S06, T01 S, R26 E, BLOCK 8, Lot 33 - 34			
A02772	\$2,111.02	5.500	12
LANTZ, PHYLLIS J BARNES SUBD 4TH FILING, S06, T01 S, R26 E, BLOCK 8, Lot 37 - 38			
A02773	\$634.14	5.500	12
CEDERBERG, LEVI BARNES SUBD 4TH FILING, S06, T01 S, R26 E, BLOCK 8, Lot 39 - 40			
A02774	\$2,140.38	5.500	12
NIEMI, KASSANDRA C & KELLY SUSAN BARNES SUBD 4TH FILING, S06, T01 S, R26 E, BLOCK 8, Lot 41 - 42			
A02775	\$200.25	5.500	12
PALMER, TIM A & KIMBERLY L BARNES SUBD 4TH FILING, S06, T01 S, R26 E, BLOCK 8, Lot 43 - 44			
A02784	\$750.96	5.500	12

A05195	\$2,128.77	5.500	12
HANSEN, JANICE E COLLEGE SUBD 1ST FILING, S31, T01 N, R26 E, BLOCK 4, Lot 40 - 41, AND W15 F			
A07267	\$1,386.77	5.500	12
SMITH, RONALD W FOSTER ADD, S32, T01 N, R26 E, BLOCK 41, Lot 13 - 14			
A07684	\$775.37	5.500	12
CHAPIN, GREGORY A & RITA A GOODDING SUBD, S06, T01 S, R26 E, BLOCK 1, Lot 11			
A07686	\$1,975.02	5.500	12
KINDSFATHER, KYLE A GOODDING SUBD, S06, T01 S, R26 E, BLOCK 2, Lot 1			
A07691	\$277.02	5.500	12
WRETLIND, NICKI D & GOODDING SUBD, S06, T01 S, R26 E, BLOCK 2, Lot 6			
A07692	\$1,330.03	5.500	12
CRILLY, IRENE IONA GOODDING SUBD, S06, T01 S, R26 E, BLOCK 2, Lot 7			
A07698	\$3,604.49	5.500	12
HENDERSON, RYAN D & SARAH R GOODDING SUBD, S06, T01 S, R26 E, BLOCK 2, Lot 13			
A07711	\$500.64	5.500	12
ENGLE, DARCY L GOODDING SUBD, S06, T01 S, R26 E, BLOCK 3, Lot 10			
A07712	\$657.50	5.500	12
OBLANDER, EVELYN E GOODDING SUBD, S06, T01 S, R26 E, BLOCK 3, Lot 11			
A07713	\$2,066.13	5.500	12
HICKS, AMANDA L & (ETAL) GOODDING SUBD, S06, T01 S, R26 E, BLOCK 3, Lot 12			
A07714	\$1,104.91	5.500	12
JOHNSON, SUSAN D GOODDING SUBD, S06, T01 S, R26 E, BLOCK 3, Lot 13			
A07715	\$1,546.13	5.500	12
METROPOULOS, TYLER GOODDING SUBD, S06, T01 S, R26 E, BLOCK 3, Lot 14			
A08195	\$4,976.31	5.500	12
MILLER TROIS LLC & GRANDVIEW SUBD, S32, T01 N, R26 E, BLOCK 5, Lot 14			
A08201	\$250.32	5.500	12
RITTER PROPERTIES TRUST			

GRANDVIEW SUBD, S32, T01 N, R26 E, BLOCK 6, Lot 7

A08941	\$2,290.25	5.500	12
HOPPER, MARY L HIGHLAND ADD, S04, T01 S, R26 E, BLOCK 37, Lot 1 - 2			
A08942	\$2,695.93	5.500	12
ALKIRE, TRACE L HIGHLAND ADD, S04, T01 S, R26 E, BLOCK 37, Lot 3 - 4			
A08943	\$5,412.09	5.500	12
MAGERS, RUEBEN HIGHLAND ADD, S04, T01 S, R26 E, BLOCK 37, Lot 5 - 7, AMND			
A08944	\$2,695.93	5.500	12
DEVENER, THOMAS C & MARY JO HIGHLAND ADD, S04, T01 S, R26 E, BLOCK 37, Lot 8 - 9			
A08945	\$2,623.75	5.500	12
THIEL, LARRY V & MARLENE A HIGHLAND ADD, S04, T01 S, R26 E, BLOCK 37, Lot 10 - 11			
A08946	\$2,688.42	5.500	12
GABEL, COLTON L HIGHLAND ADD, S04, T01 S, R26 E, BLOCK 37, Lot 12 - 13			
A08947	\$250.32	5.500	12
ZIMMERER, STEVE HIGHLAND ADD, S04, T01 S, R26 E, BLOCK 37, Lot 14 - 15			
A08948	\$1,752.23	5.500	12
TYLER HOMES LLC HIGHLAND ADD, S04, T01 S, R26 E, BLOCK 37, Lot 16 - 18, (19) COMBO			
A08949	\$2,002.55	5.500	12
AVILA, MARIO & SHANNON HIGH SIERRA SUB 7TH FILING (14), S17, T01 N, R26 E, BLOCK 1, Lot 3			
A09032	\$479.77	5.500	12
SHEEHY, EILEEN HI-LINE SUBD, S36, T01 N, R25 E, BLOCK 1, Lot 12			
A09819	\$3,482.26	5.500	12
CLINE, HARLEY C & DOROTHY E KOBEN SUBD 3RD FILING, S36, T01 N, R25 E, BLOCK 12, Lot 6 - 7, & W 7FT OF LT			
A09820	\$3,361.53	5.500	12
CLEVELAND, SCOTT D KOBEN SUBD 3RD FILING, S36, T01 N, R25 E, BLOCK 12, Lot 9, W21' LT 8, E15'			
A10565	\$1,470.63	5.500	12
LAHAIE, PATRICIA A & PAUL M			

LOGAN ACRES (C/S NO 34), S28, T01 N, R26 E, Lot 1B1-1, AMND LT 1B 1.72
ACR

A10959	\$2,562.85	5.500	12
DAHLBERG, TOBY C & TANYA L MEADOWOOD SUBD, S35, T01 N, R25 E, BLOCK 4, Lot 3, & N5 FT LT 4			
A11666	\$1,026.31	5.500	12
MODEL, TIMOTHY & NORTH ELEVATION SUB 1ST FILING, S32, T01 N, R26 E, BLOCK 9, Lot 27 - 28			
A12398	\$2,667.98	5.500	12
WOOD, MEGAN ORCHARD LANE SUBD 4TH FILING, S09, T01 S, R26 E, BLOCK 6, Lot 4			
A12482	\$3,266.66	5.500	12
HENNESSY, HUNTLEY G JR ORCHARD LANE SUBD 5TH FILING, S09, T01 S, R26 E, BLOCK 10, Lot 10, &W 10 FT			
A13004	\$671.69	5.500	12
HERRIFORD, CAROL POLY VISTA SUBD, S34, T01 N, R25 E, BLOCK 7, Lot 31, & ADJ 10 FT VAC ALLEY			
A14368	\$1,919.11	5.500	12
SMITH, PAUL N & RUTH SOUTHWEST PARK SUBD 1ST FILING, S09, T01 S, R26 E, BLOCK 5, Lot 4, W50 FT			
A14699	\$2,593.30	5.500	12
OSTER, ALAN TERRY & SHERRY R STATE REALTY ADD, S10, T01 S, R26 E, BLOCK 5, Lot 45			
A16056	\$2,551.94	5.500	12
HAINER, WILLIAM H & DOLORES I SUNCREST ACRES 1ST FILING, S31, T01 N, R26 E, BLOCK 2, Lot 2, & W8 FT LT 1			
A16063	\$2,521.33	5.500	12
PEPELKA, ELIZABETH A SUNCREST ACRES 1ST FILING, S31, T01 N, R26 E, BLOCK 3, Lot 3			
A16567	\$2,570.77	5.500	12
MCCAFFERTY, LAURIE L SUNNYSIDE SUBD 4TH FILING, S32, T01 N, R26 E, BLOCK 21, Lot 5, N 50'			
A16568	\$2,578.28	5.500	12
GARRITSON, ROBERT J SUNNYSIDE SUBD 4TH FILING, S32, T01 N, R26 E, BLOCK 21, Lot 5, S50 FT N100			
A16569	\$2,570.77	5.500	12
POTTER, LINCOLN S & JAMMIE A SUNNYSIDE SUBD 4TH FILING, S32, T01 N, R26 E, BLOCK 21, Lot 5, S50 FT N2 LT			
A16588	\$1,717.60	5.500	12
HIGHLANDS APARTMENTS, LLC			

SUNNYSIDE SUBD 3RD FILING, S32, T01 N, R26 E, BLOCK 2, Lot 4 - 6, & LT 2B
B

A16927 \$2,077.65 5.500 12
BUTCHER, CONSTANCE R
SWEET ACRES SUBD 1ST FILING, S06, T01 S, R26 E, BLOCK 4, Lot 8A, AMND LT
7-

A16928 \$921.18 5.500 12
RICKMAN, MARVIN O & AUDREY E
SWEET ACRES SUBD 1ST FILING, S06, T01 S, R26 E, BLOCK 4, Lot 9A

A16929 \$216.94 5.500 12
AMBUEHL, MARTY L & BRENDA L
SWEET ACRES SUBD 1ST FILING, S06, T01 S, R26 E, BLOCK 4, Lot 10A, LT 10A
BL

A16940 \$1,848.19 5.500 12
BARR, STANLEY R JR
SWEET ACRES SUBD 3RD FILING, S06, T01 S, R26 E, BLOCK 4, Lot 21

A16941 \$1,147.29 5.500 12
THOMAS, BRIAN A
SWEET ACRES SUBD 3RD FILING, S06, T01 S, R26 E, BLOCK 4, Lot 22

A16942 \$3,636.42 5.500 12
KOJETIN, KARL & BRYN
SWEET ACRES SUBD 3RD FILING, S06, T01 S, R26 E, BLOCK 4, Lot 23

A17306 \$2,610.41 5.500 12
HUTCHINSON, CONNIE E
VAN BRAMER SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 7, Lot 6

A17436 \$7,097.44 5.500 12
KLEM, ALLYSON M &
WEBER SUBD, S09, T01 S, R26 E, BLOCK 1, Lot 9

A21225 \$1,666.87 5.500 12
SALSBUURY, JACKSON W & DARJEELING R
SILVERWOOD SUBD, S25, T01 N, R25 E, BLOCK 3, Lot 2

A24120A \$25.99 5.500 12
SAMSON, NAVEEN
FIRESIDE MANOR CONDOS, S21, T01 N, R26 E, UNIT F2, 8.333% COMMON AREA
INTER

A24120B \$25.99 5.500 12
EGGART, BRANDON D
FIRESIDE MANOR CONDOS, S21, T01 N, R26 E, UNIT F1, 8.333% COMMON AREA
INTER

A24120C \$25.99 5.500 12
GRANTHAM RENTALS LLC
FIRESIDE MANOR CONDOS, S21, T01 N, R26 E, UNIT E2, 8.333% COMMON AREA
INTER

A24120D	\$25.99	5.500	12
NWO LLC FIRESIDE MANOR CONDOS, S21, T01 N, R26 E, UNIT E1, 8.333% COMMON AREA INTER			
A24120E	\$25.99	5.500	12
BETANCES, RAQUEL FIRESIDE MANOR CONDOS, S21, T01 N, R26 E, UNIT D2, 8.333% COMMON AREA INTER			
A24120F	\$25.99	5.500	12
HOFFMAN, ANNETTE FIRESIDE MANOR CONDOS, S21, T01 N, R26 E, UNIT D1, 8.333% COMMON AREA INTER			
A26225	\$249.48	5.500	12
NEUMAN, DANIEL E & RITA F DANIELS SUB 2ND FILING, S14, T01 N, R26 E, BLOCK 13, Lot 1			
A26446	\$4,093.17	5.500	12
COX, PAUL L & RACHEL E CIRCLE FIFTY SUBD, S33, T01 N, R25 E, BLOCK 3, Lot 6			
A26447	\$3,912.98	5.500	12
COX, PAUL L & RACHEL E CIRCLE FIFTY SUBD, S33, T01 N, R25 E, BLOCK 3, Lot 7			
A26450	\$4,023.75	5.500	12
COX, PAUL L & RACHEL E CIRCLE FIFTY SUBD, S33, T01 N, R25 E, BLOCK 3, Lot 10			
A26769	\$25.99	5.500	12
SNELL, CHRISTOPHER FIRESIDE MANOR CONDOS, S21, T01 N, R26 E, UNIT A1, 8.333% COMMON AREA INTER			
A26770	\$25.99	5.500	12
OYLER, HENRY A & EMMA L G FIRESIDE MANOR CONDOS, S21, T01 N, R26 E, UNIT A2, 8.333% COMMON AREA INTER			
A26771	\$25.99	5.500	12
WHITBECK, KATIE L FIRESIDE MANOR CONDOS, S21, T01 N, R26 E, UNIT B1, 8.333% COMMON AREA INTER			
A26772	\$25.99	5.500	12
SCHUBERT, CHAD M FIRESIDE MANOR CONDOS, S21, T01 N, R26 E, UNIT B2, 8.333% COMMON AREA INTER			
A26773	\$25.99	5.500	12
GRANTHAM RENTALS LLC			

FIRESIDE MANOR CONDOS, S21, T01 N, R26 E, UNIT C1, 8.333% COMMON AREA INTER			
A26774	\$25.99	5.500	12
HOVLAND FAMILY TRUST DATED JUNE 4, FIRESIDE MANOR CONDOS, S21, T01 N, R26 E, UNIT C2, 8.333% COMMON AREA INTER			
A31509A	\$872.21	5.500	12
WALLIS, DIXIE K WALLIS TOWNHOMES, S24, T01 N, R26 E, UNIT 4A1, 25% COMMON AREA INTEREST, LO			
A31509B	\$872.21	5.500	12
WALLIS, DIXIE K WALLIS TOWNHOMES, S24, T01 N, R26 E, UNIT 4A2, 25% COMMON AREA INTEREST, LO			
A31509C	\$872.21	5.500	12
WALLIS, DIXIE K WALLIS TOWNHOMES, S24, T01 N, R26 E, UNIT 4B1, 25% COMMON AREA INTEREST, LO			
A31509D	\$872.21	5.500	12
WALLIS, DIXIE K WALLIS TOWNHOMES, S24, T01 N, R26 E, UNIT 4B2, 25% COMMON AREA INTEREST, LO			
A35103	\$250.32	5.500	12
AVILA, MARIO & SHANNON HIGH SIERRA SUB 7TH FILING (14), S17, T01 N, R26 E, BLOCK 1, Lot 3			
C00446	\$2,885.97	5.500	12
SCOTT, RICHARD J & MELODEE B HAWTHORNE PARK SUBD, S14, T01 N, R26 E, BLOCK 2, Lot 1			
C00447	\$4,127.12	5.500	12
KERN, GEORGE R & KERRIE HAWTHORNE PARK SUBD, S14, T01 N, R26 E, BLOCK 2, Lot 2			
C00448	\$1,439.33	5.500	12
DEMERS, DANA R HAWTHORNE PARK SUBD, S14, T01 N, R26 E, BLOCK 2, Lot 3			
C00449	\$5,432.11	5.500	12
HEADLEE, MICHAEL M & BARBARA K HAWTHORNE PARK SUBD, S14, T01 N, R26 E, BLOCK 2, Lot 4			
C00450	\$2,603.12	5.500	12
SEIBERT, JOAN M HAWTHORNE PARK SUBD, S14, T01 N, R26 E, BLOCK 2, Lot 5			
C01082	\$2,503.19	5.500	12
GABEL, DAVID L & SHERRY J S14, T01 N, R26 E, C.O.S. 5, PARCEL 7A, AMND (AKA LEWIS ACRES)			

C01083	\$2,753.51	5.500	12
TUCKER, ALVIN L & JUDITH M			
LEWIS ACRES, S14, T01 N, R26 E, Lot 8			
D01345	\$6,673.66	5.500	12
SCHOOL DISTRICT #2			
S06, T01 S, R26 E, C.O.S. 790, AMD			
D05358	\$9,449.49	5.500	12
PARKER, PAUL H &			
S23, T01 N, R26 E, C.O.S. 515, PARCEL 14A, TR 14 ACOS 515 AMD (10)			
D05359	\$3,617.11	5.500	12
SPIELER, JEFFREY W & CHERYL L			
S23, T01 N, R26 E, C.O.S. 515, PARCEL 15A, AMEND (10)			
D05391A	\$6,345.54	5.500	12
HARTMAN, CODY			
S24, T01 N, R26 E, C.O.S. 3011, PARCEL 1, .492 AC (2000)			

2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

3: NOTICE AND HEARING. On Monday, September 9, 2019 at 5:30 p.m., or as soon thereafter as the matter was considered on the agenda of the City Council at a regular meeting held in the Council Chambers of the Police Facility, 220 N. 27th St., Billings, Montana, the City Council held a public hearing to hear comments and/or objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice with at least six (6) days separating each publication in a newspaper of general paid circulation with a periodicals mailing permit. The final publication was made at least 10 days prior to the public hearing per MCA 7-12-4177.

4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

PASSED AND APPROVED this 9th day of September, 2019.

CITY OF BILLINGS:

BY: _____
William A. Cole, Mayor

ATTEST:

BY: _____
Denise R. Bohlman, City Clerk