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 23, 2019** **5:30 P.M.**

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Clark

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

MINUTES: September 9, 2019 - **Pending**

COURTESIES:

PROCLAMATIONS:

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

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

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

A. **Bid Awards:**

1. **Medium Duty Conventional Cab Trash Truck.** (Opened 8/27/19) Recommend delay of award until October 15, 2019.

2. **Trucks Cabs and Chassis for the Solid Waste Division.** (Opened 9/10/19) Recommend **Schedule 1:** Montana Peterbilt, $281,441; **Schedule 2:** I-State Truck Center, $356,734; **Schedule 3:** Montana Peterbilt; $561,428.

3. **W.O. 15-35: Zone 1 WTP Waterline Improvements.** (Opened 9/10/19) Recommend Western Municipal Construction; $1,309,900.

B. **Five-Year Airport Business Park Building and Ground Lease** with the State of Montana Department of Environmental Quality (DEQ); revenue for five years, $331,788.

C. **Five-Year Airport Business Park Building and Ground Lease** with the State of Montana Department of Natural Resources and Conservation (DNRC), revenue for five years, $541,044.60.

D. **Amendment No. 4, Airport Terminal Project,** Professional Engineering Services Contract, Morrison Maierle, Inc.; $223,545.

E. **Professional Services Contract** for W.O. 19-16: Belknap Office Remodel; A&E Architects; $143,096.

F. **Purchase** of MiTel Telephone System; High Point Networks; $311,980.80.

G. **Donation** of CPR mannequins to Billings Career Center from City of Billings Fire Department.

H. **Resolution** approving an extension of the Cable Franchise Agreement with Bresnan Communications, LLC, through January 14, 2020.

I. **Preliminary Plat** Two-Year Extension of Amended Lot 1, Bock 1, Bishop Fox Subdivision located on the north east corner of the intersection of 54th Street West and Grand Avenue; setting a new expiration date of January 23, 2022.

J. **Final Minor Plat** of Silver Creek Estates Amended Subdivision.

K. **Final Major Plat** of Silver Creek Estates Subdivision, 2nd Filing.

L. **Final Major Plat** of Western Sky Subdivision, 2nd Filing.

M. **Bills for the Weeks of:**

1. August 19, 2019

2. August 26, 2019

REGULAR AGENDA:

2. **PUBLIC HEARING** to receive input on the City's FY18-19 Draft Comprehensive Annual Performance Evaluation Report (CAPER) for Community Development Block Grant (CDBG) and HOME Programs. No action is necessary.

3. **PUBLIC HEARING AND SPECIAL REVIEW 978:** a special review to allow an existing all beverage liquor license with gaming on a 1.37 acre parcel of land generally located at 2018 Main Street. Jem LLC, owner; Jerry T. Ray, agent. Zoning Commission recommends conditional approval and adoption of the findings of the 3 criteria. (Action: approval or disapproval of Zoning Commission recommendation.)

4. **PUBLIC HEARING AND RESOLUTIONS** spreading assessments on the following:

A. SID 1403

B. SID 1404

C. SID 2914

D. Nuisance Abatement

E. Weed Abatement

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

5. **PUBLIC HEARING AND RESOLUTION** approving reduction of the Arterial Construction Fee assessment for residents in commercial zones. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

6. **PUBLIC HEARING AND RESOLUTION** assessing the cost of sidewalk construction and/or repair**.** Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

7. **PUBLIC HEARING AND FIRST READING ORDINANCE** amending the Advisory Boards and Commissions Membership Qualifications. 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:

Council Chambers are readily accessible to individuals with physical disabilities.

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

Consent **1. A. 1.**

Regular City Council Meeting

Meeting Date: 09/23/2019

TITLE: Medium Duty Trash Truck Delay

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

Department: Parks/Rec/Public Lands

Presentation: No

PROBLEM/ISSUE STATEMENT

Medium Duty Conventional Trash Truck is a bid for a trash truck which would allow the Parks Division to continue to provide trash service to all the City parks. Staff received and opened bids on August 27, 2019, to purchase a new Medium Duty Conventional Cab and Chassis with a Mounted Rear Loading Refuse Collection Body. Staff advertised for sealed bids on August 9 and August 16, 2019. At the September 9, 2019, City Council meeting staff was asked to study whether it would be more cost-effective to have Public Works provide trash service. Staff is asking for additional time to do a thorough analysis. Staff is recommending that City Council delay action on this item until the October 15, 2019 meeting.

ALTERNATIVES ANALYZED

City Council may:

- Delay action on the bid until the October 15, 2019 City Council meeting.

FINANCIAL IMPACT

The financial impact will be presented in the October 15, 2019 agenda report.

RECOMMENDATION

Staff recommends that the City Council delay action on the bid award for the Medium Duty Conventional Cab Trash Truck

APPROVED BY CITY ADMINISTRATOR

Consent **1. A. 2.**

Regular City Council Meeting

Meeting Date: 09/23/2019

TITLE: Bid Award - Trucks Cabs and Chassis for the Solid Waste Division

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

Bids were received on September 10, 2019, for 4 new collection trucks for the Solid Waste Division and the Street Division of the Public Works Department. Staff advertised for sealed bids on August 23, August 30 and September 6, 2019. The purchases will replace existing vehicles that are included in the approved Equipment Replacement Plan for FY 2020 and are included in the FY 2020 budget for the Solid Waste Division. Because the trucks are dissimilar, staff broke the bid into three schedules.

Schedule I – One (1) New Tandem Tilt Cab, 2019 or newer Model, 66,000 GVW Cab and Chassis with Right Steer 27-Cubic Yard Automated Side Loading Refuse Compactor Body

Schedule II – Two (2) New Tandem Conventional Cab, 2019 or newer Model, 76,000 GVW, Set-Back Axle, Cab and Chassis with Chain Operated Roll-ON/Roll-Off Hoist System. One for Solid Waste and One for Street Divisions

Schedule III – Two (2) New Tandem Tilt Cab, 2019 or newer Model, 66,000 GVW Cab and Chassis 40-Cubic Yard ½ Pack Front Load Refuse Compactor Body

ALTERNATIVES ANALYZED

The Council may:

- Approve purchasing the units listed above; or
- Disapprove the purchases and reject all bids. If the bids are rejected, the units will not be replaced in a timely manner and the existing units will be used beyond the recommendations of the Equipment Replacement Committee and the Public Works Department. Maintenance costs will increase and reliability will decrease.

FINANCIAL IMPACT

The Solid Waste and Street/Traffic Divisions' FY 2020 budget includes adequate funds to replace the vehicles described. The City received bids from various bidders. A 5 year warranty for the engine and transmission is included in the bid. The bid summary is as follows:

Schedule 1 One (1) new tandem tilt cab, 2019 model, 66,000 GVW, cab and chassis with right steer 27-cubic yard automating side loading refuse compactor body. Truck 0158 will be traded

in.

Name	Type	Trade 0158	Cost/Truck	Warranty	Total
Tri-State Truck & Equipment	Mack/Heil	$ 25,000	$ 293,218	$ 2,900	$271,118 Did not meet specs
Tri-State Truck & Equipment	Mack/Curbtender	$ 4,850	$ 278,497	$ 2,900	$276,547 Did not meet specs
Floyd's Truck Center	Autocar/Curbtender	$ 4,850	$ 292,815	$ 2,529	$ 290,494
Floyd's Truck Center	Autocar/Heil	$ 25,000	$ 307,536	$ 2,529	$ 285,065 Did not meet specs
Montana Peterbilt	Peterbilt/Curbtender	$ 4,850	$ 282,597	$ 3,694	$ 281,441
Montana Peterbilt	Peterbilt/Heil	$ 25,000	$297,318	$ 3,694	$ 276,012 Did not meet specs

Schedule 2 One (1) new tandem conventional cab, 2019 or newer model, 76,000 GVW, set back axle, cab and chassis with chain operated Roll-on/roll-off hoist system. Truck 0157 a rear load will be traded in.

Name	Type	Trade 0157	Trade 1208	Cost	Warranty	Total
Tri-State Truck & Equipment	Volvo/Western Cascade	$20,000	$15,000	$187,296	$ 7,100	$353,792 Did not meet specs
Tri-State Truck & Equipment	Volvo/Advantage	$ 4,850	$ 2,500	$181,440	$ 3,200	$361,930 Did not meet specs
I-State Truck Center	Freightliner/Advantage	$ 4,850	$ 2,500	$179,000	$ 3,200	$356,734

Schedule III – Two New Tandem Tilt Cab, 2019 or newer Model, 66,000 GVW Cab and Chassis 40-Cubic Yard ½ Pack Front Load Refuse Compactor Body. Trucks 0187 and 0188 will be traded in.

Name	Type	Trade 0187	Trade 0188	Cost	Warranty	Total
Tri-State Truck & Equipment	Mack/Heil	$41,000	$42,000	$314,403	$2,900	$551,606 Did not meet specs
Tri-State Truck & Equipment	Mack/Wayne	$38,500	$38,500	$263,661.76	$2,900	$456,123.52 Did not meet specs
Tri-State Truck & Equipment	Mack/Wittke	$38,500	$38,500	$275,586	$2,900	$479,972 Did not meet specs
Floyd's Truck Center	Autocar/Wayne	$38,500	$38,500	$279,460	$2,529	$486,978 Did not meet specs

Floyd's Truck Center	Autocar/Wittke	$38,500	$38,500	$291,134	$2,,529	$510,326 Did not meet specs
Floyd's Truck Center	Autocar/Heil	$41,000	$42,000	$329,951	$2,529	$581,960
Montana Peterbilt	Peterbilt/Mammoth	$38,500	$38,500	$267,778.76	$3,694	$465,945.52 Did not meet specs
Montana Peterbilt	Peterbilt/Wittke	$41,000	$42,000	$279,703	$3,694	$489,794 Did not meet specs
Montana Peterbilt	Peterbilt/Heil	$41,000	$42,000	$318,520	$3,694	$561,428

RECOMMENDATION

Staff recommends that Council award the bids to the lowest bidder that met specifications as follows (trade in allowance and warranty are included):

- One new side load truck to Montana Peterbilt for a total of $281,441 (Schedule 1). Truck 0158 will be traded in.
- Two new roll-off trucks to I-State for a total of $356,734 (Schedule 2). Truck 0157 and 1208 wll be traded in. One roll off is for Streets and the other for Solid Waste.
- Two new Front load trucks to Montana Peterbilt for a total of $561,428 (Schedule 3). Trucks 0187 and 0188 will be traded in.

APPROVED BY CITY ADMINISTRATOR

Consent **1. A. 3.**

Regular City Council Meeting

Meeting Date: 09/23/2019

TITLE: Bid Award - W.O. 19-35: Zone 1 WTP Waterline Improvements

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

W.O. 19-35 Zone 1 WTP Waterline Improvements is a project to:

- install piping to connect zone 2 to zone 1;
- split zone 1 into two zones: zone 1 north and zone 1 south; and
- replace old waterlines within the water plant complex.

The work will provide redundancy and protections within the system. The project was advertised August 16th, 23rd, 30th, and September 6th, 2019 in the Yellowstone County News and city website. Bids were opened on September 10, 2019. Two bids were received and Western Municipal Construction submitted the lowest responsible bid.

ALTERNATIVES ANALYZED

The Council may:

- Award W.O. 19-35: Zone 1 WTP Waterline Improvements, to Western Municipal Construction, in the amount of $1,309,900.00; or
- Do not award a contract and reject all bids. If the contract is not awarded, the work can not be done which will result in having less reliability than is desired or recommended within the water system.

FINANCIAL IMPACT

The following bids were received and evaluated:

Contractor	Total All Schedules
COP Construction	$1,449,100
Western Municipal Construction	$1,309,900

The funding source is water funds budgeted in FY 20.

RECOMMENDATION

Staff recommends the City Council award a contract for W.O. 19-35 Zone 1 WTP Waterline Improvements to Western Municipal Construction in the amount of $1,309,900.

APPROVED BY CITY ADMINISTRATOR

Consent **1. B.**

Regular City Council Meeting

Meeting Date: 09/23/2019

TITLE: Airport Business Park Building and Ground Lease with the State of Montana Department of Environmental Quality

PRESENTED BY: Kevin Ploehn, Director of Aviation and Transit

Department: Airport

Presentation: No

PROBLEM/ISSUE STATEMENT

The State of Montana Department of Environmental Quality (DEQ) currently rents office space on the first and second floors of IP-9, the City owned office building located in the Airport Business Park. The DEQ also rents storage space in the basement of IP-9, as well as some ground space for vehicle storage, with the vehicle storage ground space being shared with the Department of Natural Resources and Conservation, another tenant in IP-9. The leased premises include 7,496.81 square feet of building space and 22,680 square feet of ground space. The previous Lease expired on February 28, 2019. This State of Montana agency desires to renew the Lease for this space for another five-year term. Staff has been working with the agency on a five-year renewal lease.

ALTERNATIVES ANALYZED

City Council may:

- Approve a new five-year Airport Business Park Building and Ground Lease with the DEQ; or
- Disapprove a new five-year Airport Business Park Building and Ground Lease with the DEQ.

FINANCIAL IMPACT

The Lease will generate $66,357.60 per year of revenue for the City's Airport and $331,788.00 for the five-year term. Should the DEQ opt to extend the Lease for additional years, a new rental rate will be determined for the extended period.

RECOMMENDATION

Staff recommends that the City Council approve a new five-year Airport Business Park Building and Ground Lease with the DEQ for the term beginning March 1, 2019, and terminating on February 28, 2024.

APPROVED BY CITY ADMINISTRATOR

Attachments

DEQ Lease

AIRPORT BUSINESS PARK BUILDING AND GROUND LEASE

THIS LEASE, made and entered into this ____ day of _____ 20___, by and between the following:

CITY OF BILLINGS, MONTANA, hereinafter designated "Lessor"

and

STATE OF MONTANA, DEPARTMENT OF ENVIRONMENTAL QUALITY, hereinafter called "Lessee"

W I T N E S S E T H

RECITALS

WHEREAS, Lessor owns and operates BILLINGS LOGAN INTERNATIONAL AIRPORT (hereinafter designated Airport) situated in the City of Billings, Montana, and

WHEREAS, Lessor deems it advantageous to itself and the operation of the Airport to lease to the Lessee a certain parcel of land together with appurtenances hereinafter described together with certain privileges, rights, uses, and interests, and

WHEREAS, Lessee is a State of Montana Agency wishing to engage in environmental quality administration, and proposes to lease on a net basis from Lessor said parcel of real property and improvements thereon on the terms and conditions hereinafter stated.

NOW THEREFORE, in consideration of the letting and the rentals to be paid and the conditions and provisions hereof, the parties hereto covenant and agree as follows:

ARTICLE I

PREMISES AND PRIVILEGES

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

In Airport Business Park Building IP-9
Address: 1371 Rimtop Drive

First Floor
3,119.54 square feet of office and restroom space in the east wing
107.01 square feet of elevator lobby in the west wing
101.84 square feet of restroom space in the west wing

Second Floor
3,124.58 square feet of office space in the west wing
107.01 square feet of elevator lobby in the west wing

Basement
846.00 square feet of storage space in west wing
90.83 square feet of storage space in east wing

Ground Space
22,680 square feet of ground space for a fenced in vehicle storage area with a metal shed

Said premises containing 7,496.81 square feet of building space and 22,680 square feet of ground space. The location and dimension of these premises are more specifically set forth on Exhibit A attached hereto and by this reference made a part hereof.

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

1) The general unrestricted use of all public Airport facilities and improvements which are now or may hereafter be connected with or appurtenant to said Airport, except as hereinafter provided, to be used by Lessee and its sublessees for activity as herein defined. For the purpose of this Lease, public Airport facilities shall include all necessary areas including but not limited to automobile parking areas, roadways, sidewalks, terminal facilities, or other public facilities appurtenant to said Airport.

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

C. Specific Privileges, Uses, and Rights. In addition to the general privileges, uses, and rights described above and without limiting the generality thereof, Lessor hereby grants to Lessee and sublessees the right to engage in State environmental quality management activities on the premises as set forth in sub-paragraphs 1 thru 4 below, subject to the conditions and covenants hereafter set out:

1) The maintenance of offices in the leased premises.

2) The storage of State vehicles and equipment in the fenced-in parking area and metal shed.

3) The storage of records and equipment in the leased premises.

4) The use of the parking areas adjacent to Building IP-9. Said parking areas are to be used jointly with other Airport Business Park tenants.

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

1) Ground and air transportation for hire.

2) Auto rental services.

3) Food sales (except the sale of confections and refreshments through coin-operated vending machines).

4) Fuel sales (aircraft or vehicle).

5) On site fuel storage.

6) Storage of personal vehicles, campers, boats, trailers, motor homes, or other recreational vehicles, or parts for such.

7) Storage of any household items.

8) Use of the premises in a residential capacity of any nature, whether temporary or otherwise.

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

10) Storage of any items outside of leased premises.

E. Reservation of Right-of-way. Lessor hereby reserves a right-of-way easement over said leasehold for access purposes. Said reserved right-of-way may be used by Lessor and all of Lessor's tenants, agents, employees of said tenants, and persons or entities servicing said tenants.

ARTICLE II

TERM OF LEASE

A. Term. The term of this Lease shall be for a period of five (5) years, commencing on the 1st day of March 2019 and terminating on the 28th day of February 2024.

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

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

ARTICLE III

RENTAL AND FEES

A. Building and Land Rental. For the building and land described in Article I, Paragraph A., Lessee shall pay to Lessor an annual rental of $66,357.60 for the following space areas as defined below:

1) Building IP-9 – First Floor Office Space – East Wing, shared Restroom Space in both the East and West Wings, and shared Elevator Lobby in the West Wing: $30,091.44 annually for 3,328.39 square feet at $9.60 per square foot per annum (PSFPA). Monthly rental for this area will be $2,507.62.

Note: The rental cost of the shared elevator lobby in the west wing and the shared restroom space in both the east and west wings is shared equally between the Lessee and the State of Montana Department of Natural Resources and Conservation.

2) Building IP-9 – Second Floor Office Space – West Wing, and shared Elevator Lobby: $30,509.64 annually for 3,231.59 square feet at $9.60 per square foot per annum (PSFPA). Monthly rental for this area will be $2,542.47.

Note: The rental cost of the shared elevator lobby in the west wing is shared equally between the Lessee and the State of Montana Department of Natural Resources and Conservation.

3) Building IP-9 – Basement Storage Space – West and East Wings: $4,168.92 annually for 936.83 square feet at $4.45 per square foot per annum (PSFPA). Monthly rental for this area will be $347.41.

4) Fenced Ground Area and Shed (Shared 25/75): $1,587.60, which is twenty-five percent (25%) of the annual rental of $6,350.40 for 22,680 square feet at $0.28 per square foot per annum (PSFPA). Monthly rental for this area will be $132.30.

Note: The remaining seventy-five percent (75%) rental is to be paid by the State of Montana Department of Natural Resources and Conservation.

The description and rentals of these premises are more specifically set forth on Exhibit B attached hereto and by said reference made a part hereof.

B. Annual Adjustment of Rental. During the term of the Lease, the rental rates stated hereinabove shall remain in effect without adjustment for the entire term of this Lease, as identified in Article II, Paragraph A.

ARTICLE IV

OBLIGATIONS OF LESSOR

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

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

C. Condition and Maintenance of Premises. Lessor shall, at its own cost and expense, keep and maintain in good working order and repair during the term of this Lease or any extension thereof, the exterior of the premises including the roof, all fixtures in the building except those owned by the Lessee, and all plumbing, heating, ventilation, air conditioning, electrical circuits, and elevators.

The Lessee shall notify the Lessor in writing immediately of any damage or need for repair. Lessor shall make or cause to be made the necessary repairs as soon as possible

after receiving notice. The Lessee shall be financially responsible in all cases where damages result from the Lessee's negligence or that of its employees, agents, or clients.

Lessor shall maintain all existing roads on the Airport giving access to the leased premises in good and adequate condition for use by cars and trucks. Lessor shall remove snow from the access roads as Lessor's resources permit.

D. Building Accessibility. Any building access improvements desired by the Lessee, or required by any agency as a condition of conducting business in this building, will be at the sole cost of the Lessee. All proposed improvements to the premises must be reviewed and approved in writing by the Lessor, prior to commencement of any such improvements. Lessee shall be responsible for securing any necessary permits, licenses, reviews, and approvals for such improvements.

E. Utilities. Lessor shall be responsible to pay the utility costs for natural gas, electricity, water, and sewer during the term of this Lease. Any additional utilities required by Lessee shall be the sole responsibility of Lessee.

F. Access to Records/Records Retention. Upon request, Lessor agrees to provide the Department of Administration, the Legislative Auditor, or their authorized agents, access to any records concerning this Lease. A state agency may terminate a contract, without incurring liability, for the refusal of a non-state entity to allow access to records as required in MCA 18-1-118. Lessor agrees to retain all records supporting the services rendered or goods delivered for a period of eight years after either the completion date of this Lease or the conclusion of any claim, litigation or exception relating to this Lease taken by the State of Montana or a third party, whichever is later.

ARTICLE V

OBLIGATIONS OF LESSEE

A. Condition of Premises. It shall be the sole responsibility of the Lessee to develop, keep, maintain and operate the entirety of the premises and all improvements and facilities thereon at Lessee's sole cost and expense except that Lessee will not be responsible for damage caused by Lessor, its employees, officers or agents. Lessee accepts the premises in its present condition and will repair and maintain any installations thereon except as provided in Article IV, Paragraphs C. – D., and will remove or cause to be removed any debris to the extent required for its continuing use thereof.

Damage to the premises caused by Lessee, sublessees, Lessee's employees, agents, or contractors, will be the sole responsibility of Lessee. Said damage shall be immediately repaired at Lessee's expense. Should Lessor identify damage at the premises, Lessor will give written notice to Lessee to repair said damage, and Lessee shall make the repairs to identified damage within thirty (30) days of receiving the written notice. If damage is found and Lessor is required to make the repairs, for whatever reason, all costs and charges associated with the repairs will be billed to Lessee and will be paid within fifteen (15) days of receipt.

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

C. Maintenance. Lessee shall, at its sole cost and expense, maintain the premises and the buildings, improvements and appurtenances thereto in a presentable condition,

clean and free of refuse and debris consistent with good business practice and acceptable to Lessor. Lessee shall promptly remove any unused, inactive, nonfunctional, and obsolete equipment and furnishings from the leased premises. The basement hallways and entryways shall not be used for storage of obsolete equipment or furnishings. Lessee's maintenance responsibility shall also include snow removal on the leased premises.

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

E. Signs. Lessee shall not maintain on the premises any billboards or advertising signs; provided, however, that Lessee may maintain on the outside of the leased building its name(s) or signs, the size, site and design of which shall be subject to prior written approval of Lessor. If Lessee desires other signage, written approval of Lessor shall also be required, and will be at Lessee's sole cost and expense.

F. Hazardous Substances. Lessee assumes full responsibility for the proper and legal use, handling, storage, and disposal of any hazardous substances used or consumed in the conduct of its business. "Hazardous substance" shall be interpreted broadly to mean any substance or toxic material, hazardous or toxic or radioactive substance, or other similar term by any Federal, State or Local environmental law, regulation or rule presently in effect or

promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Lessee will hold Lessor harmless from and indemnify Lessor against and from any damage, loss, expenses or liability resulting from any breach of these representations and warranty including all attorneys' fees and costs incurred as a result thereof.

G. Restrooms. It is agreed that the Lessee will, on Lessee's own initiative, arrange with other tenants for the shared use of the restroom facilities. The restrooms in the premises shall not be shared with any other tenants without Lessee's consent. Use of restrooms may include reasonable reimbursement for use.

H. Access to Records/Records Retention. Upon request, Lessee agrees to provide the Lessor or their authorized agents, access to any records concerning this Lease. Lessee agrees to retain all records supporting the services rendered or goods delivered for a period of eight years after either the completion date of this Lease or the conclusion of any claim, litigation or exception relating to this Lease taken by either the Lessor or a third party, whichever is later.

ARTICLE VI

INSURANCE AND INDEMNIFICATION

A. Indemnification and Disclaimer. The Lessee agrees to hold harmless, indemnify, and defend the Lessor from and against any and all claims, losses, lawsuits, judgments, and liabilities of any kind, including reasonable attorneys' fees and litigation expenses, which are incurred by Lessor, which arise from the negligent or intentional acts or omissions of Lessee, its agents, employees, contractors, or subcontractors. The Lessor agrees to hold harmless, indemnify,

and defend the Lessee from and against any and all claims, losses, lawsuits, judgments, and liabilities of any kind, including reasonable attorneys' fees and litigation expenses, which are incurred by Lessee, which arise from the negligent or intentional acts or omissions of Lessor, its agents, employees, contractors, or subcontractors.

B. Insurance. Lessee shall provide and keep in force for the term of the Lease either a commercial general liability policy (occurrence form only), or self insurance providing coverage for personal injury, bodily injury, death, and property damage, in amounts not less than $1,500,000 per occurrence as a result of the negligence on the part of the Lessee, its agents, officers, or employees.

The City of Billings' general liability policy will be excess and noncontributory, except in respect to City of Billings' negligence. At the time of execution of this Lease, and annually thereafter, Lessee shall furnish a certificate of insurance showing that required insurance is in force.

The Lessee agrees not to use or permit the use of the premises in such a manner as to void any insurance on the premises. The Lessee is responsible for providing insurance for its own personal property.

ARTICLE VII

TERMINATION OF LEASE, CANCELLATION, AND TRANSFER

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

Lack of Funding. Lessor acknowledges, understands, and agrees that the Lessee, as a State agency, is dependent upon State and Federal appropriations for its funding. In the event State or Federal government funds available for this purpose are either reduced, not appropriated, or otherwise not made available to support continued performance of this Lease in subsequent fiscal periods, the Lessee may cancel this Lease by giving thirty (30) days written notice to the Lessor.

The Lessee shall not be liable to the Lessor for any rental amount which would have been payable had the Lease not been terminated under this provision. The Lessee shall be liable to the Lessor only for the rental amount and other fees incurred, or prorated portion of that rental amount and other fees incurred, owed to the Lessor under Article III, Paragraph A, up to the date the Lessee's termination takes effect.

Upon termination, Lessee shall have the right to remove all movable furniture, fixtures, machinery and equipment, and all other personal property installed by Lessee on the premises and owned by the State of Montana, and all expenses connected with such removal shall be borne by the Lessee. Said property shall be removed within thirty (30) days after termination of the Lease. In the event the Lessee elects not to remove their personal property upon termination of the Lease, the title to said property shall transfer to the City and disposition of the personal property shall be at the sole discretion of the Lessor. Removal of personal property by Lessor because of failure of Lessee to do so shall be at Lessee's expense.

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

At the expiration or termination of this Lease or any extension of it, the Lessee will vacate and surrender the premises to the Lessor in as good condition and repair as when it took possession, reasonable wear and tear excepted, and in a condition acceptable to Lessor.

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

1) The permanent abandonment of the Airport as an Air Terminal.

2) The lawful assumption of the United States Government or any other authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner that substantially restricts Lessee for a period of at least ninety (90) days from operating in a normal manner.

3) Issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.

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

Lessee may exercise such right of termination by written notice to Lessor at any time after the lapse of the above applicable periods of time and this Lease shall terminate as of that date. Rental due hereunder shall be payable only to the date of the happening of the event

which results in said termination. Upon termination under the provisions of this paragraph, Lessee shall have the same rights as described in Article VII, Paragraph A., above.

C. Cancellation by Lessor.

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

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

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

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

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

D. Suspension of Lease. During the time of war or declared national emergency, Lessor shall have the right to lease the landing area or any part of leased premises to

the United States Government for military use. If any such lease is executed, any provisions of this instrument, which are inconsistent with the provisions of the lease to the Government, shall be suspended, provided that the term of the Lease shall be automatically extended by the amount of the period of suspension.

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

ARTICLE VIII

NONDISCRIMINATION

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

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

Without limiting the generality of the foregoing, Lessee and Lessor agree to not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, age, or disability. Lessee and Lessor agree to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin or ancestry, age, or disability. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and disciplinary actions and grievances. Lessee and Lessor agree to post, in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

C. Lessee and Lessor, for themselves, their heirs, personal representatives, successors in interest, and assignees, as part of the consideration of this Lease, do hereby covenant and agree as a covenant running with the land that, in the event improvements are constructed, maintained, or otherwise operated on the Airport for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Lessee and Lessor shall maintain and operate such

improvements and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation), as said regulations may be amended.

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

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

2) No person on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of any improvements on, over, or under such land and the furnishing of services thereon.

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

Lessee and Lessor assure that they will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability shall be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E, or such

employment activities covered in any applicable State or Local law. Lessee and Lessor assure that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Article VIII.

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

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

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

3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal aid programs and projects);

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

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

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

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

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

9) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

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

11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (LEP), and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure

compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Federal Regulations at 74087 – 74100);

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

Furthermore, in accordance with 49-3-207, MCA, and Montana Executive Order No. 04-2016, Lessor and Lessee agree that:

1) The hiring of persons, if any, to perform and/or administer this Lease will be made on the basis of merit and qualifications.

2) There will be no discrimination based on pregnancy, childbirth, or medical conditions related to pregnancy or childbirth, political affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, military service or veteran status, or marital status by persons performing and/or administering this Lease.

ARTICLE IX

GENERAL PROVISIONS

A. Lease Performance Costs. Lessee will pay all costs, charges and expenses, except attorney's fees, incurred at any time by Lessor because of failure of Lessee to perform, comply with, and abide by each condition and covenant of this Lease.

Lessor will pay all costs, charges and expenses, except attorney's fees, incurred at any time by Lessee because of failure of Lessor to perform, comply with, and abide by each condition and covenant of this Lease.

Lessee shall have the option to remit payment of any rents, fees, and charges via electronic fund transfers. Lessee shall request detailed electronic fund transfer information from Lessor and shall remit electronic payments in accordance with the instructions provided by Lessor. In the event of Lessee's continued failure to properly remit funds electronically as directed by Lessor, Lessor reserves the right to rescind acceptance of future electronic fund transfers and to require other forms of payment.

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

Lessor and Lessee shall comply with the Montana Occupational Safety and Health Act (MCA 50-71-111 et seq.) and all rules adopted thereunder, the Montana Human Rights Act, the Patient Protection and Affordable Care Act (P.L. 111-48, 124 Stat. 119), if applicable, and 18-5-401, MCA et seq. concerning the Blind Enterprise Program's vending facility rules.

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

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

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

F. Subordination of Lease. This Lease is subject and subordinate to the provisions of any existing or future agreements heretofore or hereafter made between Lessor and the United States relative to the administration, operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of Federal rights or property to Lessor for Airport purposes, or to the expenditure of Federal funds for the improvement or development of the Airport, including the expenditure of Federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time.

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

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

I. Right to Inspect. Lessor shall have the right to enter premises to inspect for compliance with the terms and conditions of this Lease.

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

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

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

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

State of Montana
Department of Environmental Quality
Airport Business Park IP-9
1371 Rimtop Drive
Billings, MT 59105-1978
Local Contact: Matthew Waite
Phone: 406-247-4455
E-mail: mwaite@mt.gov

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

L. Successors and Assigns. All of the terms, covenants, and agreements herein contained shall be binding upon and shall inure to the benefit of successors, assignees, and sublessees of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates stated below.

LESSOR:

ATTEST:

CITY OF BILLINGS

BY _____
CITY CLERK

BY _____
MAYOR

APPROVED AS TO FORM

DATE _____

BY _____
CITY ATTORNEY

LESSEE:

BY _____
SHAUN MCGRATH, DIRECTOR
MONTANA DEPARTMENT OF
ENVIRONMENTAL QUALITY

DATE _____

APPROVED BY:

BY _____
GARETT M. BACON, LEASING OFFICER
DEPARTMENT OF ADMINISTRATION
GENERAL SERVICES DIVISION

DATE _____

BY _____
MIKE MANION, CHIEF LEGAL COUNSEL
DEPARTMENT OF ADMINISTRATION

DATE _____

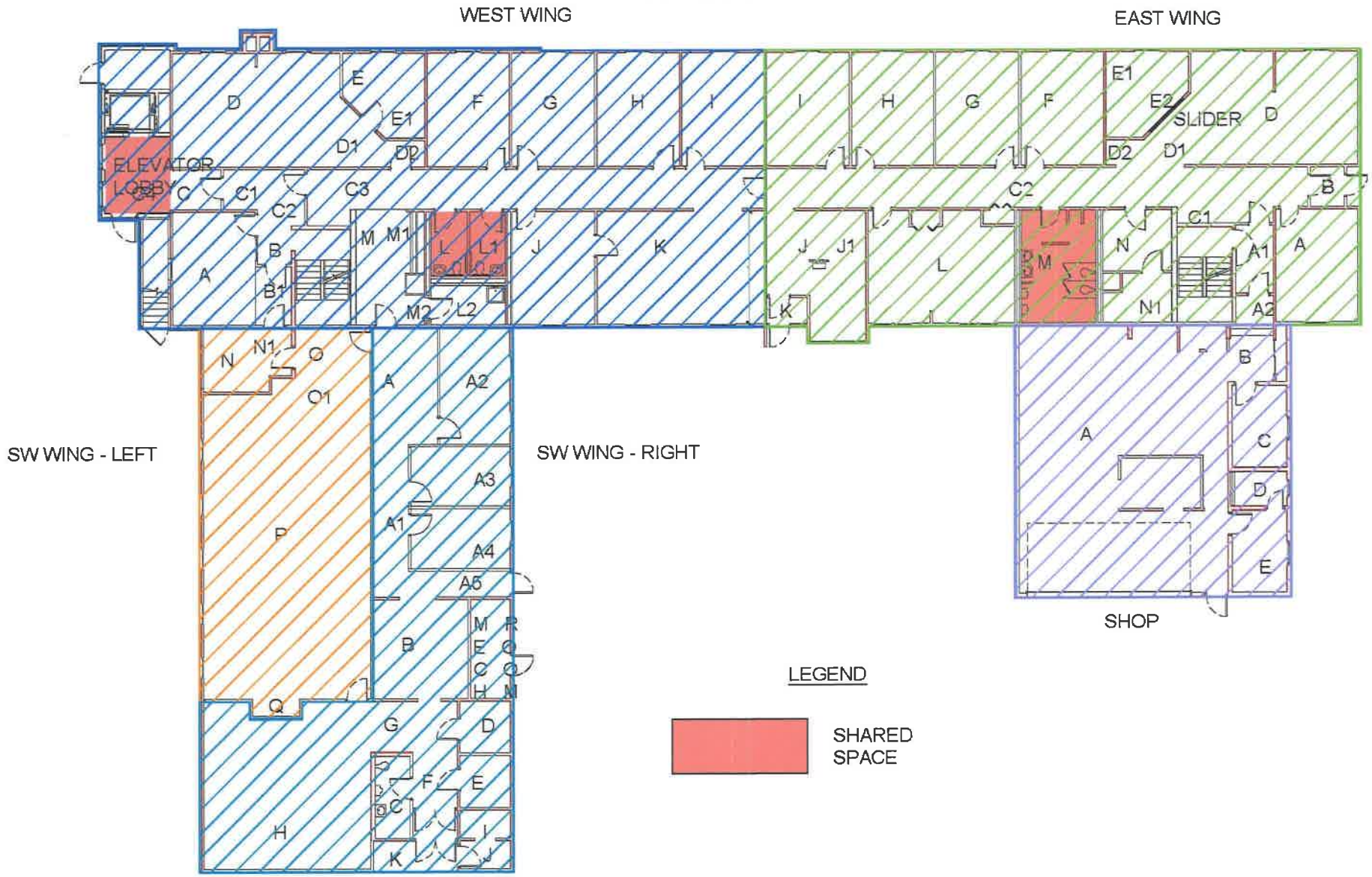
BY _____
TOM LIVERS
OBPP DIRECTOR/DESIGNEE

DATE _____

BY _____
JOHN LEWIS, DIRECTOR
DEPARTMENT OF ADMINISTRATION

DATE _____

AIRPORT BUSINESS PARK – BUILDING IP-9
1ST FLOOR



DEQ LEASE

CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT
AVIATION AND TRANSIT DEPARTMENT

BIL

March 2019

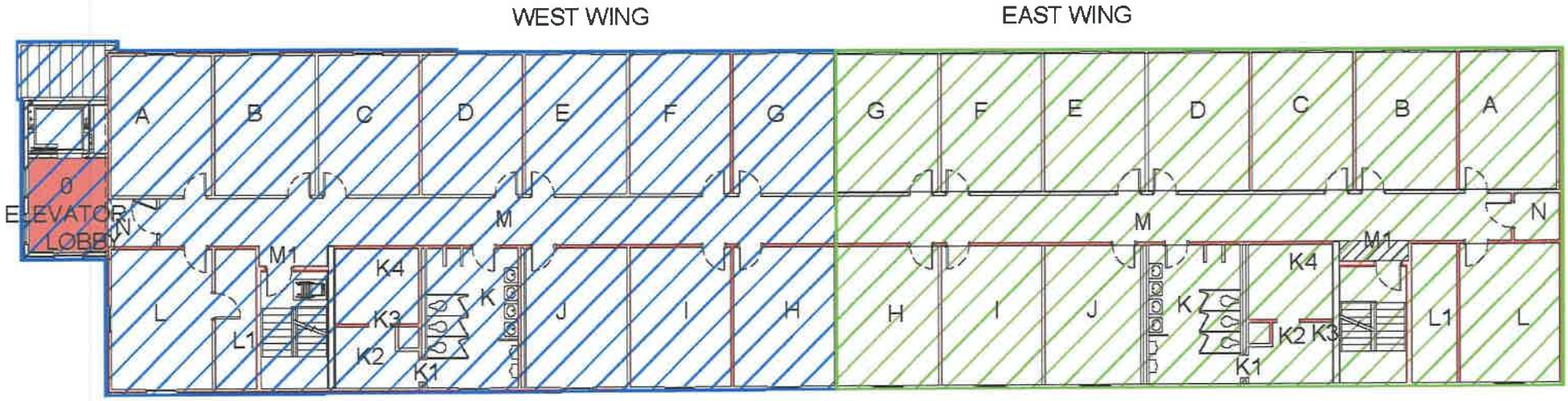
EXHIBIT A

AIRPORT BUSINESS PARK – BUILDING IP-9
1ST FLOOR – EAST WING
(Includes West Wing Shared Spaces)

ID#	DESCRIPTION	DIMENSIONS (FEET)				SQUARE FEET
EAST WING						
A	OFFICE	16.83	X	12.25	=	206.17
A1	CORRIDOR	4.67	X	10.00	=	46.70
A2	CORRIDOR	4.67	X	4.75	=	22.18
B	ENTRYWAY	5.46	X	4.58	=	25.01
C	HALLWAY	5.46	X	79.64	=	434.83
C1	HALLWAY	1.92	X	13.54	=	26.00
D	CONFERENCE	16.83	X	24.67	=	415.20
D1	CONFERENCE	3.92	X	6.40	=	25.09
D1	CONFERENCE	3.44	X	6.40	=	22.02
D2	CONFERENCE	3.92	X	6.04	=	23.68
E	OFFICE	5.83	X	6.25	=	36.44
E	OFFICE	3.35	X	6.25	=	20.94
E1	OFFICE	12.54	X	5.83	=	73.11
F	OFFICE	16.83	X	12.08	=	203.31
G	OFFICE	16.83	X	12.08	=	203.31
H	OFFICE	16.83	X	12.08	=	203.31
I	OFFICE	16.83	X	12.08	=	203.31
J	RECEPTION	12.25	X	6.42	=	78.65
J1	RECEPTION	16.83	X	8.33	=	140.19
K	ENTRYWAY	4.00	X	6.00	=	24.00
L	CONFERENCE	16.83	X	21.20	=	356.80
M	RESTROOM*	16.83	X	10.63	=	178.90
N	OFFICE/MISC	9.08	X	9.71	=	88.17
N1	OFFICE/MISC	7.21	X	6.92	=	49.89
N1	OFFICE/MISC	4.42	X	2.79	=	12.33
						3,119.54
WEST WING						
C4	ELEVATOR LOBBY*	9.58	X	11.17	=	107.01
L	RESTROOM*	5.36	X	9.5	=	50.92
L1	RESTROOM*	5.36	X	9.5		50.92
						208.85
	TOTAL SQUARE FEET					**3,328.39**

* Rental shared equally between DNRC and DEQ

AIRPORT BUSINESS PARK – BUILDING IP-9
2ND FLOOR



LEGEND

SHARED SPACE

DEQ LEASE

CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT
AVIATION AND TRANSIT DEPARTMENT

BIL

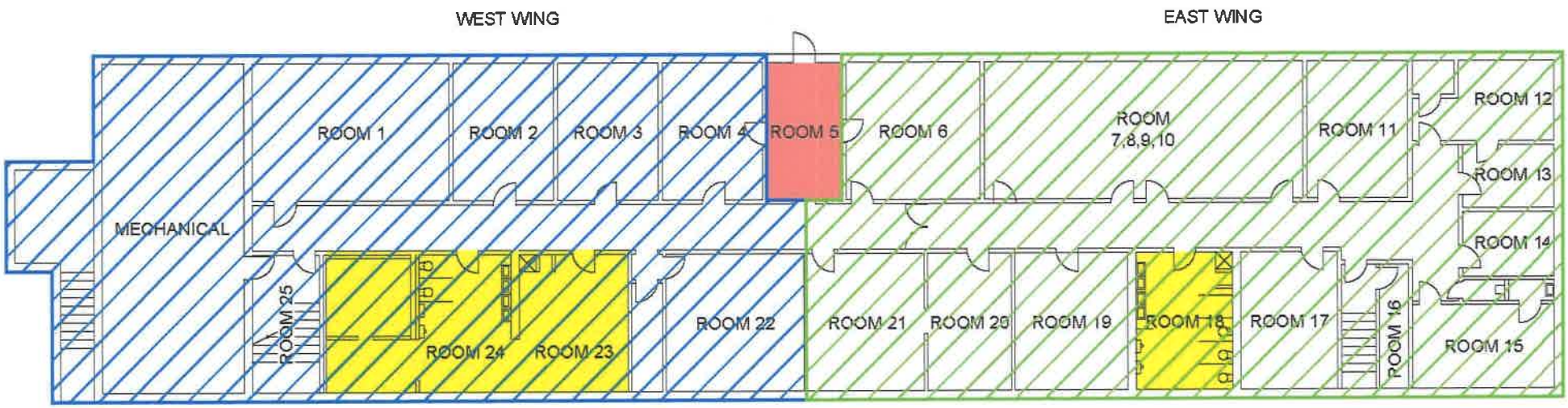
March 2019

AIRPORT BUSINESS PARK – BUILDING IP-9
2ND FLOOR OFFICE SPACE – WEST WING

ID#	DESCRIPTION	DIMENSIONS (FEET)				SQUARE FEET
A	OFFICE	16.83	X	12.08	=	203.31
B	OFFICE	16.83	X	12.08	=	203.31
C	OFFICE	16.83	X	12.08	=	203.31
D	OFFICE	16.83	X	12.08	=	203.31
E	OFFICE	16.83	X	12.08	=	203.31
F	OFFICE	16.83	X	12.08	=	203.31
G	OFFICE	16.83	X	12.08	=	203.31
H	OFFICE	16.83	X	12.08	=	203.31
I	OFFICE	16.83	X	12.08	=	203.31
J	OFFICE	16.83	X	12.08	=	203.31
K	RESTROOM	16.83	X	10.58	=	178.06
K1	RESTROOM	2.25	X	1.17	=	2.63
K2	TOWEL AREA	4.42	X	6.87	=	30.37
K3	TOWEL AREA	2.79	X	6.87	=	19.17
K4	SHOWER	9.00	X	9.67	=	87.03
L	OFFICE	16.83	X	12.21	=	205.49
L1	OFFICE/MISC	15.08	X	5.00	=	75.40
M	HALLWAY	5.46	X	81.80	=	446.63
M1	HALLWAY	2.08	X	8.33	=	17.33
N	OFFICE/MISC	5.46	X	5.38	=	29.37
O	ELEVATOR LOBBY*	9.58	X	11.17	=	107.01
	TOTAL SQUARE FEET					**3,231.59**

* Rental shared equally between DNRC and DEQ

AIRPORT BUSINESS PARK – BUILDING IP-9
BASEMENT



LEGEND

CLOSED

SHARED ENTRY

DEQ LEASE

CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT
AVIATION AND TRANSIT DEPARTMENT

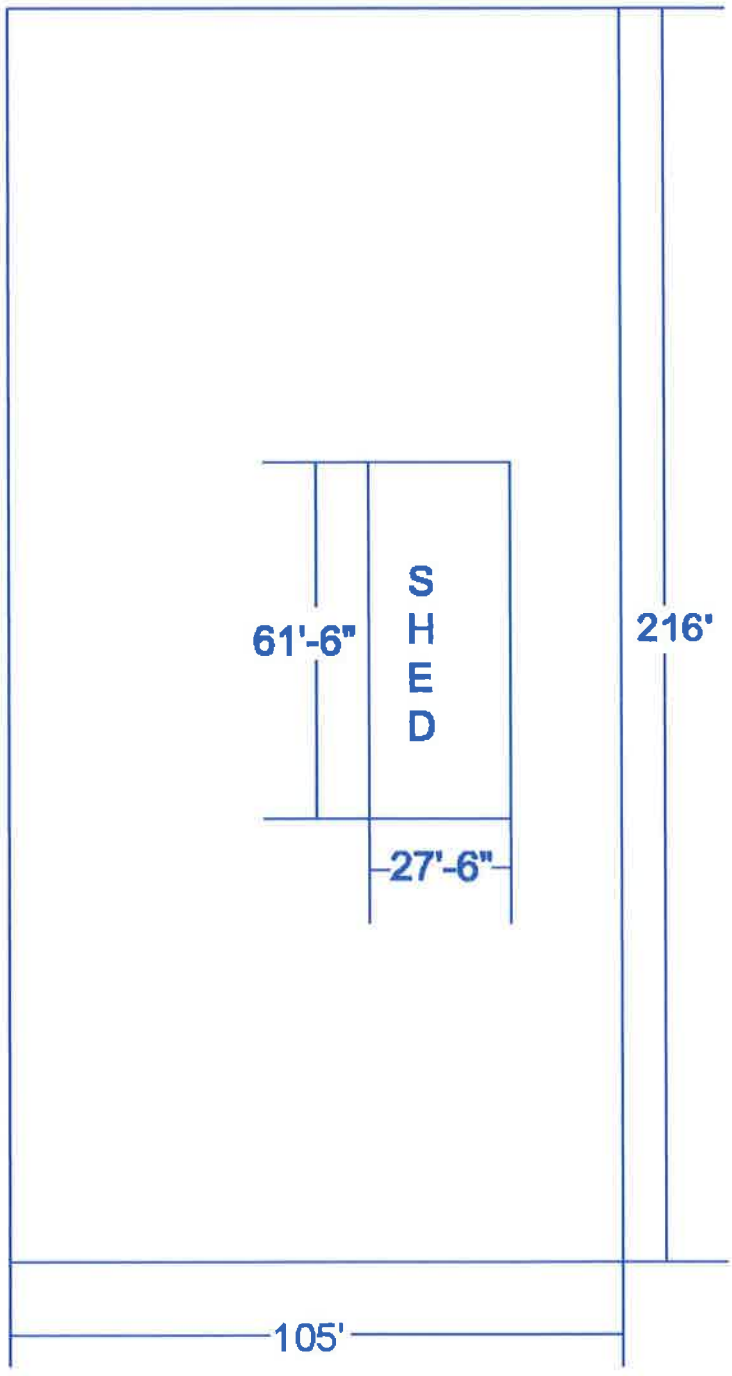
BIL

March 2019

AIRPORT BUSINESS PARK – BUILDING IP-9
BASEMENT – WEST WING
(Includes Room in East Wing)

ID#	DESCRIPTION	DIMENSIONS (FEET				SQUARE FEET
A	STORAGE ROOM #2	16.17	X	12.08	=	195.33
B	STORAGE ROOM #3	16.17	X	12.08	=	195.33
C	STORAGE ROOM #4	16.17	X	12.08	=	195.33
D	STORAGE ROOM #6	16.17	X	16.08	=	260.01
						846.00
	East Wing					
E	STORAGE ROOM #13	7.62	X	11.92	=	90.83
						90.83
	TOTAL SQUARE FEET					**936.83**

AIRPORT BUSINESS PARK – BUILDING IP-10
FENCED GROUND AREA AND SHED



22,680 SF GROUND **1,691 SQ FT SHED**

DEQ LEASE

CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT
AVIATION AND TRANSIT DEPARTMENT

BIL
March 2019

AIRPORT BUSINESS PARK – BUILDING IP-10
FENCED GROUND AREA (INCLUDES SHED)

ID#	DESCRIPTION	DIMENSIONS (FEET)				SQUARE FEET
A	FENCED GROUND AREA	105.00	X	216.00	=	22,680.00
	TOTAL SQUARE FEET					**22,680.00**
NOTE:	SHED	61.50	X	27.50	=	1,691.25

Rental is charged on ground area ONLY

Shed is included in the ground area charge and NOT charged a building rate.

(Annual rental is shared between DNRC - 75%, and DEQ - 25%)

SUMMARY OF LEASED SPACE

FIRST FLOOR							
DESCRIPTION		SF (MAPS)		ALLOCATED SF	COST/SF	ANNUAL	MONTHLY
EAST WING	Office	2,940.64		2,940.64	$9.60		
Restroom*	M	178.90	178.90/2	89.45	$9.60		
		3,119.54					
WEST WING							
Elevator*	C4	107.01	107.01/2	53.51	$9.60		
Restrooms*	L,L1	101.84	101.84/2	50.92	$9.60		
		208.85					
		3,328.39		**3,134.52**	$9.60	**$30,091.44**	**$2,507.62**

***Shared 50/50 with DNRC**

SECOND FLOOR							
DESCRIPTION		SF (MAPS)		ALLOCATED SF	COST/SF	ANNUAL	MONTHLY
WEST WING	Office	3,124.58		3,124.58	$9.60		
Elevator*	O	107.01	107.01/2	53.51	$9.60		
		3,231.59		**3,178.09**	$9.60	**$30,509.64**	**$2,542.47**

***Shared 50/50 with DNRC**

BASEMENT							
DESCRIPTION		SF (MAPS)		ALLOCATED SF	COST/SF	ANNUAL	MONTHLY
WEST WING	Storage	846.00		846.00	$4.45		
EAST WING	Storage	90.83		90.83	$4.45		
		936.83		**936.83**	$4.45	**$4,168.92**	**$347.41**
TOTAL BUILDING SF		**7,496.81**		**7,249.44**			

FENCED GROUND AREA							
DESCRIPTION		SF (MAPS)		ALLOCATED SF	COST/SF	ANNUAL	MONTHLY
GROUND AREA**		**22,680.00**	22,680 x 25%	**5,670.00**	$0.28	**$1,587.60**	**$132.30**
No Charge Shed**		1,691.25					

****Ground space rental is shared with DNRC - 75%, DEQ - 25%**

NOTE: Allocation on ground area was changed in 2019

TOTAL LEASED SF	**30,176.81**	**ALLOCATED SF**	**12,919.44**		**$66,357.60**	**$5,529.80**

SQUARE FOOTAGE CATEGORIES

Office	6,559.98
Storage	936.83
Ground	22,680.00
TOTAL	**30,176.81**

DEQ LEASE

CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT
AVIATION AND TRANSIT DEPARTMENT

BIL

March 2019

Consent **1. C.**

Regular City Council Meeting

Meeting Date: 09/23/2019

TITLE: Airport Business Park Building and Ground Lease with the State of Montana Department of Natural Resources and Conservation

PRESENTED BY: Kevin Ploehn, Director of Aviation and Transit

Department: Airport

Presentation: No

PROBLEM/ISSUE STATEMENT

The State of Montana Department of Natural Resources and Conservation (DNRC) currently rents office space on the first and second floors in IP-9, the City owned office building located in the Airport Business Park. The DNRC also rents storage space in the basement of IP-9, a garage/shop area attached to IP-9, along with some ground space for vehicle storage, with the vehicle storage ground space being shared with the Department of Environmental Quality, another tenant in IP-9. The leased premises include 12,500.70 square feet of building space and 22,680 square feet of ground space. The previous Lease expired February 28, 2019. This State of Montana agency desires to renew the Lease for this space for another five-year term. Staff has been working with the agency on a five-year renewal lease.

ALTERNATIVES ANALYZED

City Council may:

- Approve a new five-year Airport Business Park Building and Ground Lease with the DNRC; or
- Disapprove a new five-year Airport Business Park Building and Ground Lease with the DNRC.

FINANCIAL IMPACT

The Lease will generate $108,208.92 per year of revenue for the City's Airport and $541,044.60 for the five-year term. Should the DNRC opt to extend the Lease for additional years, a new rental rate will be determined for the extended period.

RECOMMENDATION

Staff recommends that the City Council approve a new five-year Airport Business Park Building and Ground Lease with the DNRC for the term beginning March 1, 2019, and terminating on February 28, 2024.

APPROVED BY CITY ADMINISTRATOR

Attachments

DNRC Lease

AIRPORT BUSINESS PARK BUILDING AND GROUND LEASE

THIS LEASE, made and entered into this ____ day of _____ 20___, by and between the following:

CITY OF BILLINGS, MONTANA, hereinafter designated "Lessor"

and

STATE OF MONTANA, DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION, hereinafter called "Lessee"

W I T N E S S E T H

RECITALS

WHEREAS, Lessor owns and operates BILLINGS LOGAN INTERNATIONAL AIRPORT (hereinafter designated Airport) situated in the City of Billings, Montana, and

WHEREAS, Lessor deems it advantageous to itself and the operation of the Airport to lease to the Lessee a certain parcel of land together with appurtenances hereinafter described together with certain privileges, rights, uses, and interests, and

WHEREAS, Lessee is a State of Montana Agency wishing to engage in land management administration, and proposes to lease on a net basis from Lessor said parcel of real property and improvements thereon on the terms and conditions hereinafter stated.

NOW THEREFORE, in consideration of the letting and the rentals to be paid and the conditions and provisions hereof, the parties hereto covenant and agree as follows:

ARTICLE I

PREMISES AND PRIVILEGES

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

In Airport Business Park Building IP-9
Address: 1371 Rimtop Drive

First Floor
3,133.36 square feet of office space in the west wing
107.01 square feet of elevator lobby in the west wing
101.84 square feet of restroom space in the west wing
1,822.70 square feet of office space in the southwest wing – right
193.75 square feet of storage area in the southwest wing – right
1,244.11 square feet of office space in the southwest wing – left
178.90 square feet of restroom space in the east wing
1,511.10 square feet of shop space in the southeast wing

Second Floor
3,124.58 square feet of office space in the east wing
107.01 square feet of elevator lobby in the west wing

Basement
976.34 square feet of storage area in the east wing

Ground Space
22,680 square feet of ground space for a fenced in vehicle storage area with a metal shed

Said premises containing 12,500.70 square feet of building space and 22,680 square feet of ground space. The location and dimension of these premises are more specifically set forth on Exhibit A attached hereto and by said reference made a part hereof.

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

1) The general unrestricted use of all public Airport facilities and improvements which are now or may hereafter be connected with or appurtenant to said Airport, except as hereinafter provided, to be used by Lessee and its sublessees for activity as herein defined. For the purpose of this Lease, public Airport facilities shall include all necessary areas including but not limited to automobile parking areas, roadways, sidewalks, terminal facilities, or other public facilities appurtenant to said Airport.

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

C. Specific Privileges, Uses, and Rights. In addition to the general privileges, uses, and rights described above and without limiting the generality thereof, Lessor hereby grants to Lessee and sublessees the right to engage in State land management activities on the premises as set forth in sub-paragraphs 1 thru 5 below, subject to the conditions and covenants hereafter set out:

1) The maintenance of offices in the leased premises.

2) The storage of State vehicles and equipment in the fenced-in parking area and metal shed.

3) The storage of records and equipment in the premises.

4) The use of the parking areas adjacent to Building IP-9. Said parking areas are to be used jointly with other Airport Business Park tenants.

5) The repair and maintenance of State vehicles as allowed by Building Code, Local Ordinance, and State and Federal laws.

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

1) Ground and air transportation for hire.

2) Auto rental services.

3) Food sales (except the sale of confections and refreshments through coin-operated vending machines).

4) Fuel sales (aircraft or vehicle).

5) On site fuel storage.

6) Storage of personal vehicles, campers, boats, trailers, motor homes, or other recreational vehicles, or parts for such.

7) Storage of any household items.

8) Use of the premises in a residential capacity of any nature, whether temporary or otherwise.

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

10) Storage of any items outside of leased premises.

E. Reservation of Right-of-way. Lessor hereby reserves a right-of-way easement over said leasehold for access purposes. Said reserved right-of-way may be used by Lessor and all of Lessor's tenants, agents, employees of said tenants, and persons or entities servicing said tenants.

ARTICLE II

TERM OF LEASE

A. Term. The term of this Lease shall be for a period of five (5) years, commencing on the 1st day of March 2019, and terminating on the 28th day of February 2024.

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

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

ARTICLE III

RENTAL AND FEES

A. Building and Land Rental. For the building and land described in Article I, Paragraph A., Lessee shall pay to Lessor an annual rental of $108,208.92 for the following space area as defined below:

1) Building IP-9 – First Floor Office, shared Elevator Lobby and Restroom Space – West Wing: $31,082.76 annually for 3,342.21 square feet at

$9.60 per square foot per annum (PSFPA). Monthly rental for this area will be $2,590.23.

Note: The rental cost of shared elevator lobby and shared restroom space is shared equally between the Lessee and the State of Montana Department of Environmental Quality.

2) Building IP-9 – First Floor Office and Storage Space – Southwest Wing – Right: $18,360.12 annually for 1,822.70 square feet of office space at $9.60 per square foot per annum (PSFPA) and 193.75 square feet of storage space at $4.45 per square foot per annum (PSFPA). Monthly rental for this area will be $1,530.01.

3) Building IP-9 – First Floor Office Space – Southwest Wing – Left: $11,943.48 annually for 1,244.11 square feet at $9.60 per square foot per annum (PSFPA). Monthly rental for this area will be $995.29.

4) Building IP-9 – First Floor Shared Restroom Space – East Wing (Shared 50/50): $858.72, which is fifty percent (50%) of the annual rental of $1,717.44 for 178.90 square feet at $9.60 per square foot per annum (PSFPA). Monthly rental for this area will be $71.56.

Note: The remaining fifty percent (50%) rental is to be paid by the State of Montana Department of Environmental Quality.

5) Building IP-9 – Shop Space – Southeast Wing: $6,346.68 annually for 1,511.10 square feet at $4.20 per square foot per annum (PSFPA). Monthly rental for this area will be $528.89.

6) Building IP-9 – Second Floor Office Space – East Wing: $29,995.92 annually for 3,124.58 square feet at $9.60 per square foot per annum (PSFPA). Monthly rental for this area will be $2,499.66.

7) Building IP-9 – Second Floor Elevator Lobby Space – West Wing (Shared 50/50): $513.72, which is fifty percent (50%) of the annual rental of $1,027.44 of 107.01 square feet at $9.60 per square foot per annum (PSFPA). Monthly rental for this area will be $42.81.

Note: The remaining fifty percent (50%) rental is to be paid by the State of Montana Department of Environmental Quality.

8) Building IP-9 – Basement Storage Space – East Wing: $4,344.72 annually for 976.34 square feet at $4.45 per square foot per annum (PSFPA). Monthly rental for this area will be $362.06.

9) Fenced Ground Area and Shed (Shared 75/25): $4,762.80, which is seventy-five percent (75%) of the annual rental of $6,350.40 or 22,680 square feet at $0.28 per square foot per annum (PSFPA). Monthly rental for this area will be $396.90.

Note: The remaining twenty-five percent (25%) rental is to be paid by the State of Montana Department of Environmental Quality.

The description and rentals of these premises are more specifically set forth on Exhibit B attached hereto and by said reference made a part hereof.

B. Annual Readjustment of Rental. During the term of the Lease, the rental rates stated hereinabove shall remain in effect without adjustment for the entire term of this Lease, said term as identified in Article II, Paragraph A.

ARTICLE IV

OBLIGATIONS OF LESSOR

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

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

C. Condition and Maintenance of Premises. Lessor shall, at its own cost and expense, keep and maintain in good working order and repair during the term of this Lease or any extension thereof, the exterior of the premises including the roof, all fixtures in the building except those owned by the Lessee, and all plumbing, heating, ventilation, air conditioning, electrical circuits, and elevators.

The Lessee shall notify the Lessor in writing immediately of any damage or need for repair. Lessor shall make or cause to be made the necessary repairs as soon as possible after receiving notice. The Lessee shall be financially responsible in all cases where damages result from the Lessee's negligence or that of its employees, agents, or clients.

Lessor shall maintain all existing roads on the Airport giving access to the leased premises in good and adequate condition for use by cars and trucks. Lessor shall remove snow from the access roads as Lessor's resources permit.

D. Building Accessibility. Any building access improvements desired by the Lessee, or required by any agency as a condition of conducting business in this building, will be at the sole cost of the Lessee. All proposed improvements to the premises must be reviewed and approved in writing by the Lessor, prior to commencement of any such improvements. Lessee shall be responsible for securing any necessary permits, licenses, reviews, and approvals for such improvements.

E. Utilities. Lessor shall be responsible to pay the utility costs for natural gas, electricity, water, and sewer during the term of this Lease. Any additional utilities required by Lessee shall be the sole responsibility of Lessee.

F. Access to Records/Records Retention. Upon request, Lessor agrees to provide the Department of Administration, the Legislative Auditor, or their authorized agents, access to any records concerning this Lease. A state agency may terminate a contract, without incurring liability, for the refusal of a non-state entity to allow access to records as required in MCA 18-1-118. Lessor agrees to retain all records supporting the services rendered or goods delivered for a period of eight years after either the completion date of this Lease or the conclusion of any claim, litigation or exception relating to this Lease taken by either the State of Montana or a third party, whichever is later.

ARTICLE V

OBLIGATIONS OF LESSEE

A. Condition of Premises. It shall be the sole responsibility of the Lessee to develop, keep, maintain and operate the entirety of the premises and all improvements and facilities thereon at Lessee's sole cost and expense except that Lessee will not be responsible for damage caused by Lessor, its employees, officers, or agents. Lessee accepts the premises in its

present condition, and will repair and maintain any installations thereon except as provided in Article IV, Paragraphs C. – D., and will remove or cause to be removed any debris to the extent required for its continuing use thereof.

Damage to the premises caused by Lessee, sublessees, Lessee's employees, agents, or contractors, will be the sole responsibility of Lessee. Said damage shall be immediately repaired at Lessee's expense. Should Lessor identify damage at the premises, Lessor will give written notice to Lessee to repair said damage, and Lessee shall make the repairs to identified damage within thirty (30) days of receiving the written notice. If damage is found and Lessor is required to make the repairs, for whatever reason, all costs and charges associated with the repairs will be billed to Lessee and will be paid within fifteen (15) days of receipt.

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

C. Maintenance. Lessee shall, at its sole cost and expense, maintain the premises and the buildings, improvements and appurtenances thereto in a presentable condition, clean and free of refuse and debris consistent with good business practice and acceptable to Lessor. Lessee shall promptly remove any unused, inactive, nonfunctional, and obsolete equipment and furnishings from the leased premises. The basement hallways and entryways shall not be used for storage of obsolete equipment or furnishings. Lessee's maintenance responsibility shall also include snow removal on the leased premises.

D. Trash, Garbage, Etc. Lessee shall provide at Lessee's cost and expense, a complete and proper arrangement for the adequate sanitary handling and disposal of all trash,

garbage, and other refuse occurring as a result of the Lessee's occupancy of the premises. Lessee shall provide and use Lessor approved receptacles for all garbage, trash and other refuse and shall place them on the premises in a location acceptable to the Lessor for their removal. Piling of boxes, cartons, barrels, pallets, unused or obsolete equipment, or other similar items in an unsightly or unsafe manner and stored on or about the premises is forbidden.

E. Signs. Lessee shall not maintain on the premises any billboards or advertising signs; provided, however, that Lessee may maintain on the outside of the leased building its name(s) or signs, the size, site and design of which shall be subject to prior written approval of Lessor. If Lessee desires other signage, written approval of Lessor shall also be required, and will be at Lessee's sole cost and expense.

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

G. Restrooms. With the exception of the restroom located in the southwest wing of the Building IP-9, it is agreed that the Lessee will, on Lessee's own initiative, arrange with

other tenants for the shared use of the restroom facilities. The restrooms in the premises shall not be shared with any other tenants without Lessee's consent. Use of restrooms may include reasonable reimbursement for use.

Should additional tenants occupy the currently unoccupied portion of the southwest wing, Lessee will be required to share the southwest wing restroom facility with new tenants; however, this Lease, at Lessee's request, may be amended to reflect the split usage of the restroom facility.

H. Access to Records. Upon request, Lessee agrees to provide the Lessor or their authorized agents, access to any records concerning this Lease. Lessee agrees to retain all records supporting the services rendered or goods delivered for a period of three years after either the completion date of this Lease or the conclusion of any claim, litigation or exception relating to this Lease taken by either the Lessor or a third party, whichever is later.

ARTICLE VI

INSURANCE AND INDEMNIFICATION

A. Indemnification and Disclaimer. The Lessee agrees to hold harmless, indemnify, and defend the Lessor from and against any and all claims, losses, lawsuits, judgments, and liabilities of any kind, including reasonable attorneys' fees and litigation expenses, which are incurred by Lessor, which arise from the negligent or intentional acts or omissions of Lessee, its agents, employees, contractors, or subcontractors. The Lessor agrees to hold harmless, indemnify, and defend the Lessee from and against any and all claims, losses, lawsuits, judgments, and liabilities of any kind, including reasonable attorneys' fees and litigation expenses, which are incurred by Lessee, which arise from the negligent or intentional acts or omissions of Lessor, its agents, employees, contractors, or subcontractors.

B. Insurance. Lessee shall provide and keep in force for the term of the Lease either a commercial general liability policy (occurrence form only), or self insurance providing coverage for personal injury, bodily injury, death, and property damage, in amounts not less than $1,500,000 per occurrence as a result of the negligence on the part of the Lessee, its agents, officers, or employees.

The City of Billings' general liability policy will be excess and noncontributory, except in respect to City of Billings' negligence. At the time of execution of this Lease, and annually thereafter, Lessee shall furnish a certificate of insurance showing that required insurance is in force.

The Lessee agrees not to use or permit the use of the premises in such a manner as to void any insurance on the premises. The Lessee is responsible for providing insurance for its own personal property.

ARTICLE VII

TERMINATION OF LEASE, CANCELLATION, AND TRANSFER

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

Lack of Funding. Lessor acknowledges, understands, and agrees that the Lessee, as a State agency, is dependent upon State and Federal appropriations for its funding. In the event State or Federal government funds available for this purpose are either reduced, not appropriated, or otherwise not made available to support continued performance of this Lease in

subsequent fiscal periods, the Lessee may cancel this Lease by giving thirty (30) days written notice to the Lessor.

The Lessee shall not be liable to the Lessor for any rental amount which would have been payable had the Lease not been terminated under this provision. The Lessee shall be liable to the Lessor only for the rental amount and other fees incurred, or prorated portion of that rental amount and other fees incurred, owed to the Lessor under Article III, Paragraph A, up to the date the Lessee's termination takes effect.

Upon termination, Lessee shall have the right to remove all movable furniture, fixtures, machinery and equipment, and all other personal property installed by Lessee on the premises and owned by the State of Montana, and all expenses connected with such removal shall be borne by the Lessee. Said property shall be removed within thirty (30) days after termination of the Lease. In the event the Lessee elects not to remove their personal property upon termination of the Lease, the title to said property shall transfer to the City and disposition of the personal property shall be at the sole discretion of the Lessor. Removal of personal property by Lessor because of failure of Lessee to do so shall be at Lessee's expense.

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

At the expiration or termination of this Lease or any extension of it, the Lessee will vacate and surrender the premises to the Lessor in as good condition and repair as when it took possession, reasonable wear and tear excepted, and in a condition acceptable to Lessor.

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

1) The permanent abandonment of the Airport as an Air Terminal.

2) The lawful assumption of the United States Government or any other authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner that substantially restricts Lessee for a period of at least ninety (90) days from operating in a normal manner.

3) Issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.

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

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

C. Cancellation by Lessor.

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

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

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

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

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

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

E. Subleasing and Transferring. The Lessee shall have the right to sublease, assign, or transfer all or any part of the premises for the same purpose established in Article I,

Paragraph C., provided that prior written approval of the Lessor is obtained. Lessor reserves the right to alter the existing Lease as deemed necessary as a condition of approval. Any sublease, assignment, or transfer shall be subject to the same conditions, obligations and terms as set forth herein and as may be subsequently amended. Lessee shall be responsible for the observance by its tenants and sublessees for the terms and covenants of this Lease, and any subsequent lease amendments.

ARTICLE VIII

NONDISCRIMINATION

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

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

Without limiting the generality of the foregoing, Lessee and Lessor agree to not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, age, or disability. Lessee and Lessor agree to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin or ancestry, age, or disability. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and disciplinary actions and grievances. Lessee and Lessor agree to post, in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

2) No person on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of any improvements on, over, or under such land and the furnishing of services thereon.

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

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

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

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

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

3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal aid programs and projects);

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

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

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

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

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

9) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

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

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

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

Furthermore, in accordance with 49-3-207, MCA, and Montana Executive Order No. 04-2016, Lessor and Lessee agree that:

1) The hiring of persons, if any, to perform and/or administer this Lease will be made on the basis of merit and qualifications.

2) There will be no discrimination based on pregnancy, childbirth, or medical conditions related to pregnancy or childbirth, political affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, military service or veteran status, or marital status by persons performing and/or administering this Lease.

ARTICLE IX

GENERAL PROVISIONS

A. Lease Performance Costs. Lessee will pay all costs, charges and expenses, except attorney's fees, incurred at any time by Lessor because of failure of Lessee to perform, comply with, and abide by each condition and covenant of this Lease.

Lessor will pay all costs, charges and expenses, except attorney's fees, incurred at any time by Lessee because of failure of Lessor to perform, comply with, and abide by each condition and covenant of this Lease.

Lessee shall have the option to remit payment of any rents, fees, and charges via electronic fund transfers. Lessee shall request detailed electronic fund transfer information and instructions from Lessor and shall remit electronic payments in accordance with the instructions provided by Lessor. In the event of Lessee's continued failure to properly remit funds electronically as directed by Lessor, Lessor reserves the right to rescind acceptance of future electronic fund transfers and to require other forms of payment.

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

Lessor and Lessee shall comply with the Montana Occupational Safety and Health Act (MCA 50-71-111 et seq.) an all rules adopted thereunder, the Montana Human Rights Act, the Patient Protection and Affordable Care Act (P.L. 111-48, 124 Stat. 119), if applicable, and 18-5-401, MCA et seq. concerning the Blind Enterprise Program's vending facility rules.

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

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

E. Taxes. Lessee shall pay any taxes or assessments, which may be lawfully levied against Lessee's occupancy or use of the premises or any improvements placed thereon as a

result of Lessee's occupancy, but Lessee as independent contractor reserves the right to contest the levy of any tax or assessment, which it feels is unjust.

F. Subordination of Lease. This Lease is subject and subordinate to the provisions of any existing or future agreements heretofore or hereafter made between Lessor and the United States relative to the administration, operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of Federal rights or property to Lessor for Airport purposes, or to the expenditure of Federal funds for the improvement or development of the Airport, including the expenditure of Federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time.

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

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

I. Right to Inspect. Lessor shall have the right to enter premises to inspect for compliance with the terms and conditions of this Lease.

J. Effect of Invalid Provision. If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such terms or provisions to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected hereby,

and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

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

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

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

State of Montana
Department of Natural Resources and Conservation
1539 11th Avenue
Helena, Montana 59620-1601
Local Contact: Matt Wolcott, Regional Manager
Phone: (406) 247-4401
E-mail: mwolcott@mt.gov

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

L. Successors and Assigns. All of the terms, covenants, and agreements herein contained shall be binding upon and shall inure to the benefit of successors, assignees, and sublessees of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates stated below.

LESSOR:

ATTEST: CITY OF BILLINGS

BY _____ BY _____
CITY CLERK MAYOR

APPROVED AS TO FORM DATE _____

BY _____
CITY ATTORNEY

LESSEE:

BY _____ DATE _____
JOHN TUBBS, DIRECTOR
MONTANA DEPARTMENT OF NATURAL RESOURCES & CONSERVATION

APPROVED BY:

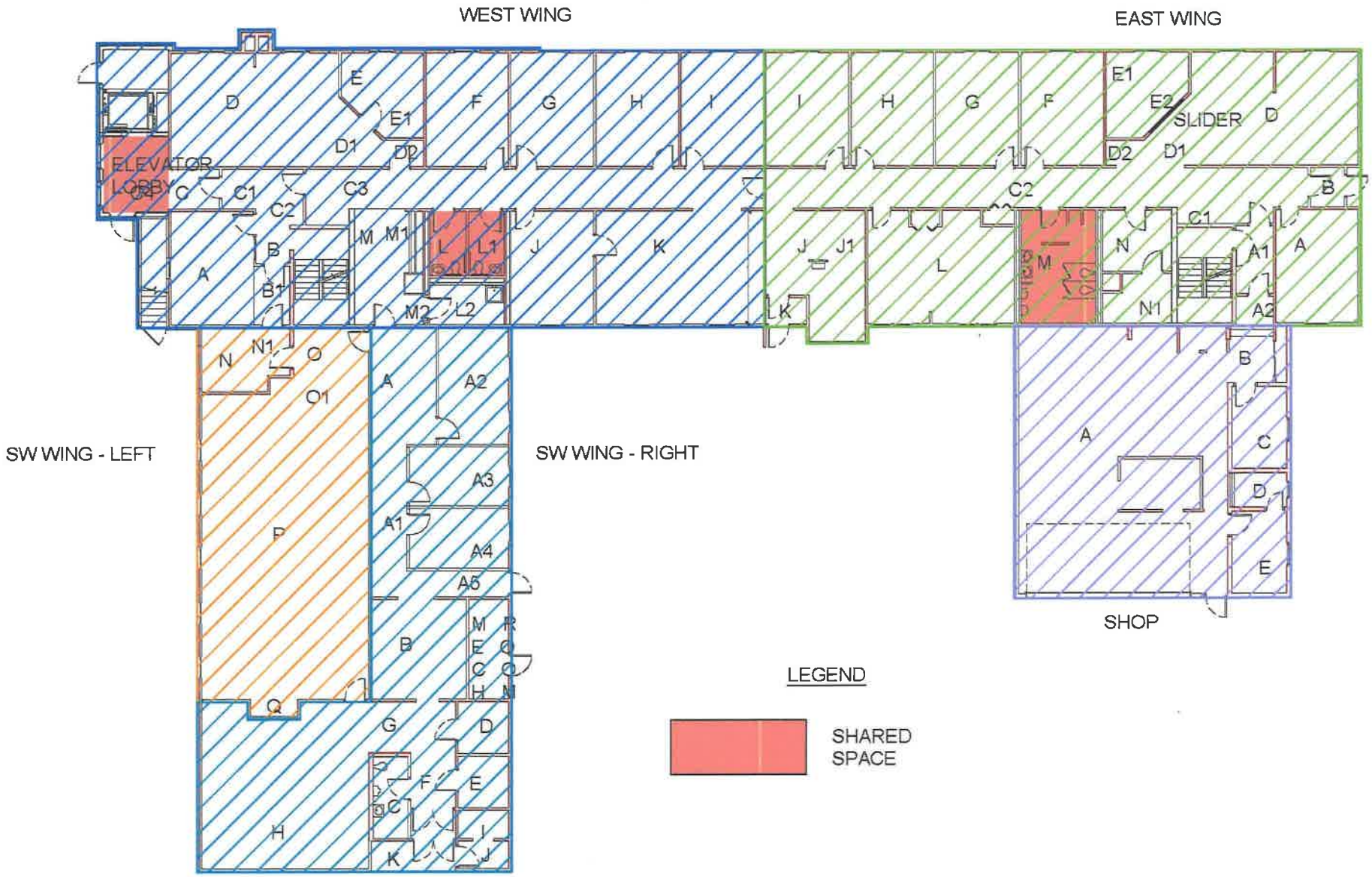
BY _____ DATE _____
GARETT M. BACON, LEASING OFFICER
DEPARTMENT OF ADMINISTRATION
GENERAL SERVICES DIVISION

BY _____ DATE _____
MIKE MANION, CHIEF LEGAL COUNSEL
DEPARTMENT OF ADMINISTRATION

BY _____ DATE _____
TOM LIVERS
OBPP DIRECTOR/DESIGNEE

BY _____ DATE _____
JOHN LEWIS, DIRECTOR
DEPARTMENT OF ADMINISTRATION

AIRPORT BUSINESS PARK – BUILDING IP-9
1ST FLOOR



DNRC LEASE

CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT
AVIATION AND TRANSIT DEPARTMENT

BIL

March 2019

AIRPORT BUSINESS PARK – BUILDING IP-9
1ST FLOOR – WEST WING
(Includes East Wing Shared Spaces)

ID#	DESCRIPTION	DIMENSIONS (FEET)				SQUARE FEET
WEST WING						
A	OFFICE	16.83	X	12.21	=	205.49
B	RECEPTION	11.75	X	4.25	=	49.94
C	ENTRYWAY	5.46	X	4.63	=	25.28
C1	HALLWAY	5.46	X	12.00	=	65.52
C2	HALLWAY	2.00	X	13.29	=	26.58
C3	HALLWAY	5.46	X	68.10	=	371.83
C4	ELEVATOR LOBBY*	9.58	x	11.17	=	107.01
D	OFFICE/CONFERENCE	16.83	X	24.67	=	415.20
D1	OFFICE/CONFERENCE	3.92	X	6.40	=	25.09
D1	OFFICE/CONFERENCE	3.44	X	6.40	=	22.02
D2	OFFICE/CONFERENCE	3.92	X	6.04	=	23.68
E	OFFICE	5.83	X	6.25	=	36.44
E	OFFICE	3.35	X	6.25	=	20.94
E1	OFFICE	12.54	X	5.83	=	73.11
F	OFFICE	16.83	X	12.08	=	203.31
G	OFFICE	16.83	X	12.08	=	203.31
H	OFFICE	16.83	X	12.08	=	203.31
I	OFFICE	16.83	X	12.08	=	203.31
J	OFFICE	16.83	X	12.08	=	203.31
K	OFFICE/CONF	16.83	X	24.62	=	414.35
L	RESTROOM*	5.36	X	9.50	=	50.92
L1	RESTROOM*	5.36	X	9.50	=	50.92
L2	JANITOR ROOM	10.63	X	5.83	=	61.97
M	BREAK AREA	17.21	X	7.17	=	123.40
M1	BREAK AREA	9.04	X	2.67	=	24.14
M2	BREAK AREA	4.29	X	2.67	=	11.45
N	MAIN ENTRY	9.63	X	9.67	=	93.12
N1	MAIN ENTRY	10.21	X	2.67	=	27.26
						3,342.21
EAST WING						
M	RESTROOM*	16.83	X	10.63	=	178.90
						178.90
	TOTAL SQUARE FEET					**3,521.11**

* Rental shared equally between DNRC and DEQ

AIRPORT BUSINESS PARK – BUILDING IP-9
1ST FLOOR – SOUTHWEST WING – RIGHT

ID#	DESCRIPTION	DIMENSIONS (FEET)				SQUARE FEET
A	MAIN OFFICE AREA	20.17	X	39.50	=	796.72
A1	MAIN OFFICE AREA	—	X	—	=	—
A2	MAIN OFFICE AREA	—	X	—	=	—
A3	MAIN OFFICE AREA	—	X	—	=	—
A4	MAIN OFFICE AREA	—	X	—	=	—
A5	MAIN OFFICE AREA	—	X	—	=	—
B	CONFERENCE	13.83	X	14.63	=	202.33
C	RESTROOM	5.04	X	11.83	=	59.62
D	STORAGE	7.40	X	7.58	=	56.09
E	STORAGE	7.40	X	7.58	=	56.09
F	CORRIDOR	6.58	X	20.08	=	132.13
G	CORRIDOR	6.17	X	7.42	=	45.78
H	TRAINING (LESS JOG "Q")	24.58	X	24.58	=	586.12
I	STORAGE	7.33	X	4.08	=	29.91
J	STORAGE	7.33	X	4.08	=	29.91
K	STORAGE	5.33	X	4.08	=	21.75
	TOTAL SQUARE FEET					**2,016.45**

Office Space Total Square Feet:	1,822.70
Storage Space Total Square Feet:	193.74

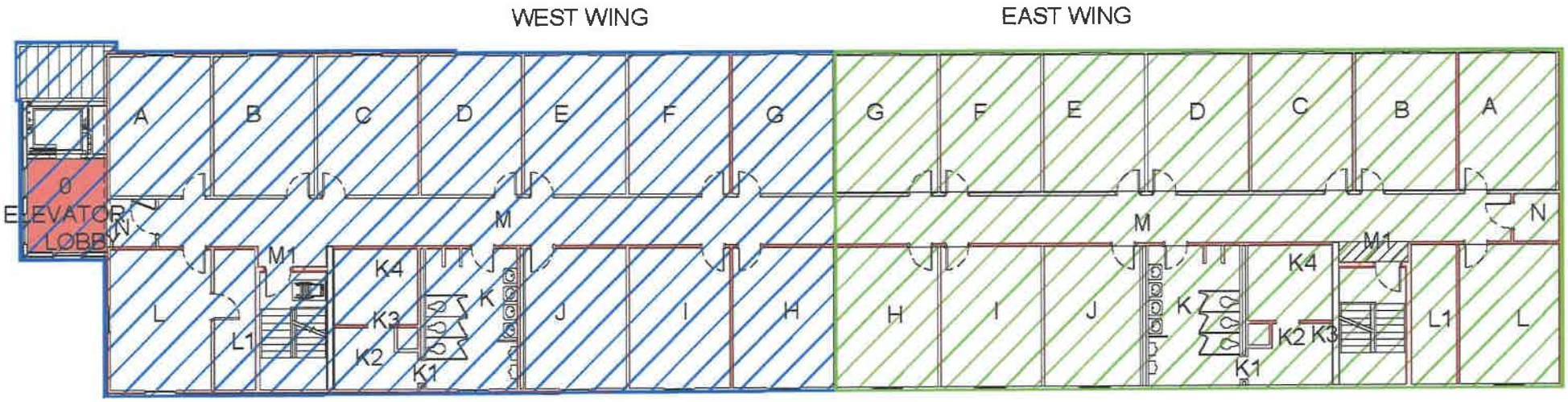
AIRPORT BUSINESS PARK – BUILDING IP-9
1ST FLOOR – SOUTHWEST WING – LEFT

ID#	DESCRIPTION	DIMENSIONS (FEET)				SQUARE FEET
N	MAIN ENTRY	SEE FIRST FLOOR - WEST WING				
N1	MAIN ENTRY	SEE FIRST FLOOR - WEST WING				
O	OFFICE	10.67	X	9.00	=	96.03
O1	OFFICE	13.42	X	2.00	=	26.84
P	OFFICE	25.46	X	43.33	=	1,103.18
Q	OFFICE	7.00	X	2.58	=	18.06
	TOTAL SQUARE FEET					**1,244.11**

AIRPORT BUSINESS PARK – BUILDING IP-9
1ST FLOOR – SOUTHEAST WING (SHOP)

ID#	DESCRIPTION	DIMENSIONS (FEET)				SQUARE FEET
A	SHOP	39.33	X	30.75	=	1,209.40
B	FOYER	8.17	X	8.08	=	66.01
C	BREAK AREA	12.00	X	8.08	=	96.96
D	RESTROOM	5.00	X	8.08	=	40.40
E	OFFICE	12.17	X	8.08	=	98.33
	TOTAL SQUARE FEET					**1,511.10**

AIRPORT BUSINESS PARK – BUILDING IP-9
2ND FLOOR



LEGEND

SHARED SPACE

DNRC LEASE

CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT
AVIATION AND TRANSIT DEPARTMENT

BIL

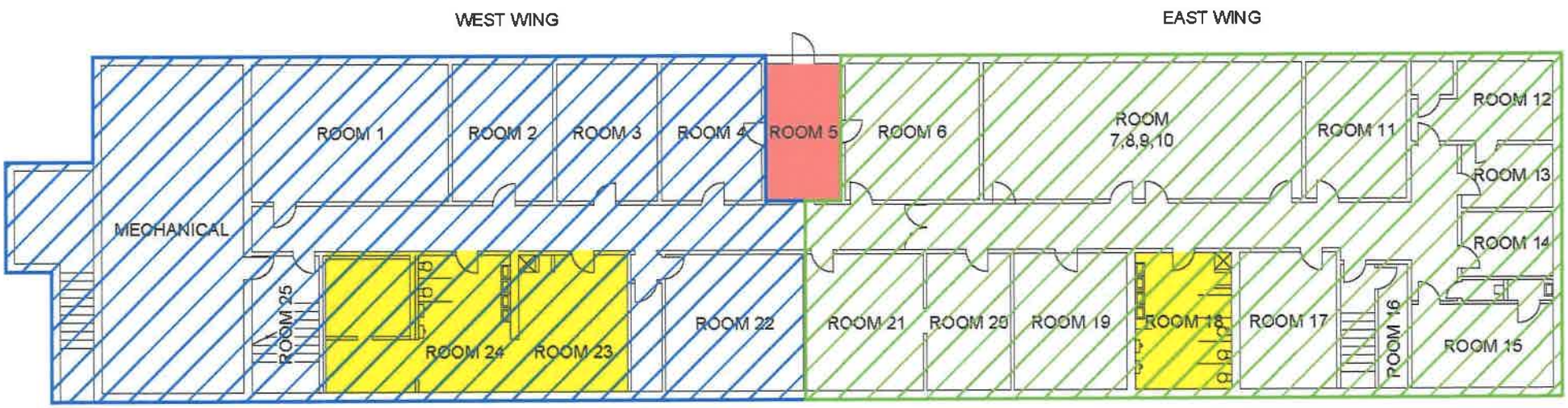
March 2019

AIRPORT BUSINESS PARK – BUILDING IP-9
2ND FLOOR – EAST WING

ID#	DESCRIPTION	DIMENSIONS (FEET)				SQUARE FEET
EAST WING						
A	OFFICE	16.83	X	12.08	=	203.31
B	OFFICE	16.83	X	12.08	=	203.31
C	OFFICE	16.83	X	12.08	=	203.31
D	OFFICE	16.83	X	12.08	=	203.31
E	OFFICE	16.83	X	12.08	=	203.31
F	OFFICE	16.83	X	12.08	=	203.31
G	OFFICE	16.83	X	12.08	=	203.31
H	OFFICE	16.83	X	12.08	=	203.31
I	OFFICE	16.83	X	12.08	=	203.31
J	OFFICE	16.83	X	12.08	=	203.31
K	OFFICE	16.83	X	10.58	=	178.06
K1	RESTROOM	2.25	X	1.17	=	2.63
K2	RESTROOM	4.42	X	6.87	=	30.37
K3	TOWEL AREA	2.79	X	6.87	=	19.17
K4	TOWEL AREA	9.00	X	9.67	=	87.03
L	OFFICE	16.83	X	12.21	=	205.49
L1	OFFICE/MISC	15.08	X	5.00	=	75.40
M	HALLWAY	5.46	X	81.80	=	446.63
M1	HALLWAY	2.08	X	8.33	=	17.33
N	OFFICE/MISC	5.46	X	5.38	=	29.37
						3,124.58
WEST WING						
O	ELEVATOR LOBBY*	9.58	X	11.17	=	107.01
						107.01
	TOTAL SQUARE FEET					**3,231.59**

* Rental shared equally between DNRC and DEQ

AIRPORT BUSINESS PARK – BUILDING IP-9
BASEMENT



LEGEND

CLOSED

SHARED ENTRY

DNRC LEASE

CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT
AVIATION AND TRANSIT DEPARTMENT

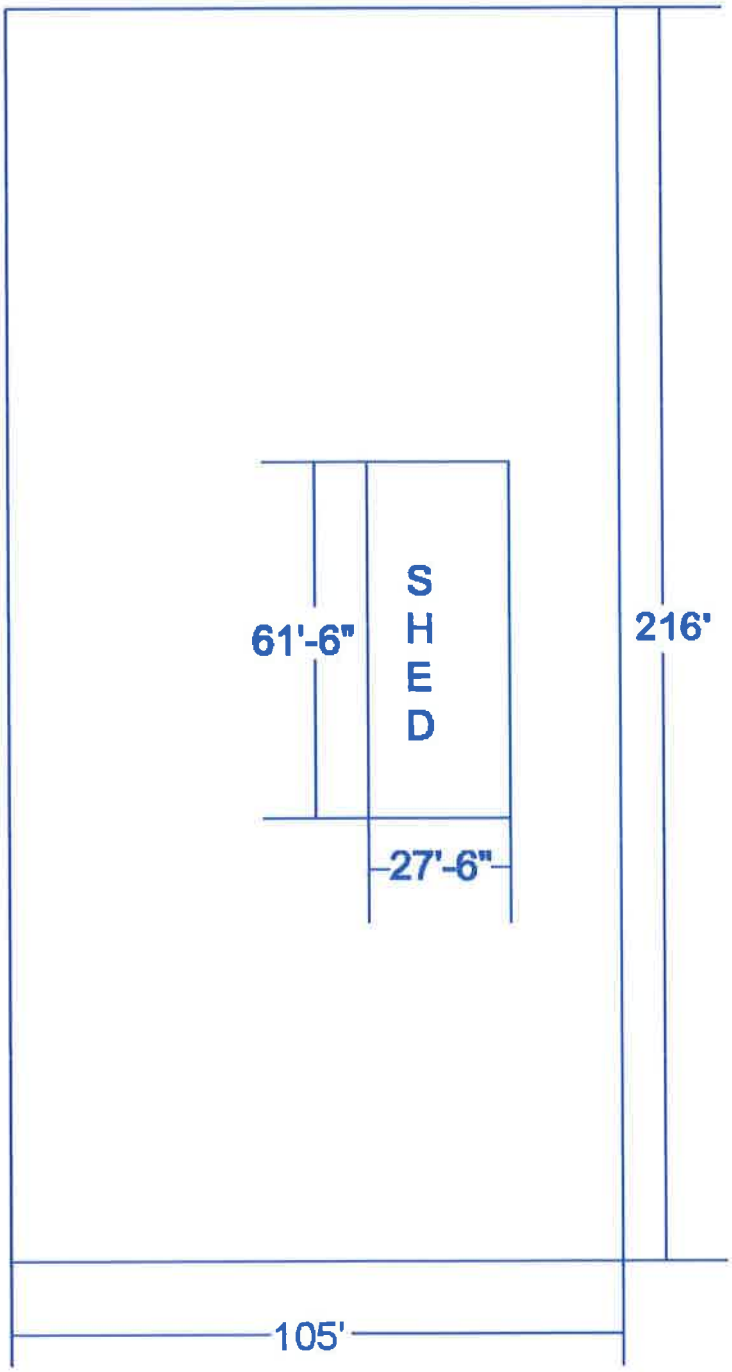
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March 2019

AIRPORT BUSINESS PARK – BUILDING IP-9
BASEMENT – EAST WING

ID#	DESCRIPTION	DIMENSIONS (FEET)				SQUARE FEET
A	STORAGE ROOM#7-10	16.17	X	38.25	=	618.50
B	STORAGE ROOM#11	16.17	X	11.88	=	192.10
C	STORAGE ROOM#17	16.17	X	10.25	=	165.74
	TOTAL SQUARE FEET					**976.34**

AIRPORT BUSINESS PARK – BUILDING IP-10
FENCED GROUND AREA AND SHED



22,680 SF GROUND **1,691 SQ FT SHED**

DNRC LEASE

CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT
AVIATION AND TRANSIT DEPARTMENT

BIL
March 2019

AIRPORT BUSINESS PARK – BUILDING IP-10
FENCED GROUND AREA (INCLUDES SHED)

ID#	DESCRIPTION	DIMENSIONS (FEET)				SQUARE FEET
A	FENCED GROUND AREA	105.00	X	216.00	=	22,680.00
	TOTAL SQUARE FEET					**22,680.00**
NOTE:	SHED	61.50	X	27.50	=	1,691.25

Rental is charged on ground area ONLY

Shed is included in the ground area charge and NOT charged a building rate.

(Annual rental is shared between DNRC - 75%, and DEQ - 25%)

SUMMARY OF LEASED SPACE

FIRST FLOOR								
DESCRIPTION		SF (MAPS)		ALLOCATED SF		COST/SF	ANNUAL	MONTHLY
WEST WING	Office	3,133.36		3,133.36		$9.60	$30,080.28	$2,506.69
Elevator*	C4	107.01	107.01/2	53.51				
Restrooms*	L, L1	101.84	101.84/2	50.92	104.43	$9.60	$1,002.48	$83.54
		3,342.21		3,237.79				
SW WING - RIGHT	Office	1,822.70		1,822.70		$9.60	$17,497.92	$1,458.16
	Storage	193.75		193.75		$4.45	$862.20	$71.85
		2,016.45		2,016.45				
SW WING - LEFT	Office	1,244.11		1,244.11		$9.60	$11,943.48	$995.29
EAST WING								
Restroom*	M	178.90	178.90/2	89.45		$9.60	$858.72	$71.56
SE WING - SHOP SPACE		1,511.10		1,511.10		$4.20	$6,346.68	$528.89

*Shared 50/50 with DEQ

SECOND FLOOR								
DESCRIPTION		SF (MAPS)		ALLOCATED SF		COST/SF	ANNUAL	MONTHLY
EAST WING	Office	3,124.58		3,124.58		$9.60	$29,995.92	$2,499.66
WEST WING								
Elevator*	O	107.01	107.01/2	53.51		$9.60	$513.72	$42.81

*Shared 50/50 with DEQ

BASEMENT								
DESCRIPTION		SF (MAPS)		ALLOCATED SF		COST/SF	ANNUAL	MONTHLY
EAST WING								
Storage Room #7-10	Storage	618.50		618.50		$4.45	$2,752.32	$229.36
Storage Room #11	Storage	192.10		192.10		$4.45	$854.88	$71.24
Storage Room #17	Storage	165.74		165.74	357.84	$4.45	$737.52	$61.46
		976.34		976.34				
TOTAL BUILDING SF		12,500.70		12,253.33				

FENCED GROUND AREA						
DESCRIPTION	SF (MAPS)		ALLOCATED SF	COST/SF	ANNUAL	MONTHLY
GROUND AREA**	22,680.00	22,680 x 75%	17,010.00	$0.28	$4,762.80	$396.90
No Charge Shed**	1,691.25		17,010.00			

**Ground space rental is shared with DEQ - 25%, DNRC - 75%

NOTE: Allocation on ground area was changed in 2019

TOTAL LEASED SF (Bldg & Ground)	35,180.70	ALLOCATED SF	29,263.32	$108,208.92	$9,017.41

MONTHLY BREAKDOWN		
PAYEE	WR	SL/F
DNRC SL/F		$2,506.69
1/2 WR – 1/2 SL/F	$41.77	$41.77
DNRC SL/F		$1,458.16
DNRC SL/F		$71.85
DNRC SL/F		$995.29
1/2 WR – 1/2 SL/F	$35.78	$35.78
DNRC SL/F		$528.89
DNRC WR	$2,499.66	
1/2 WR – 1/2 SL/F	$21.40	$21.41
DNRC SL/F		$229.36
DNRC WR	$71.24	
DNRC WR	$61.46	
1/2 WR – 1/2 SL/F	$198.45	$198.45
	$2,929.76	$6,087.65

NOTE: DNRC has two separate agency payees - (1) Water Resources (WR) & (2) State Lands/Fire (SL/F)

SQUARE FOOTAGE CATEGORIES	
Office	9,819.51
Storage	1170.09
Shop	1,511.10
Ground	22,680.00
TOTAL	35,180.70

DNRC LEASE

CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT
AVIATION AND TRANSIT DEPARTMENT

BIL

March 2019

Consent **1. D.**

Regular City Council Meeting

Meeting Date: 09/23/2019

TITLE: Approval of Amendment 4 with Morrison-Maierle, Inc. for the Construction Administrative Services for Phase One of the Terminal Concourse Expansion

PRESENTED BY: Kevin Ploehn, Director of Aviation and Transit

Department: Airport

Presentation: No

PROBLEM/ISSUE STATEMENT

On August 14, 2017, the City Council approved the Engineering Agreement with Morrison-Maierle, Inc. for the design and construction oversight of the future Airport Terminal Concourse Expansion Project. Amendment 4 to the master Agreement will provide the construction administration and construction oversight for the Phase One Construction of the Terminal Concourse Expansion. The Gross Maximum Price (GMP) with Sletten Construction for the Phase 1 construction was approved by City Council on August 12, 2019. The Construction Administrative Services provided by Morrison-Maierle will include on site construction observation and inspections, construction staking and layouts for the contractor, review of the Buy America, Davis Bacon, and other Federal requirements, project and grant management services including all pay requests, and project closeout services. The scope of work for the Construction Administrative Services and the associated fees for those services were reviewed by Jacobs Aviation and then the fees were negotiated by staff and subsequently approved by the FAA. The FAA requires that all engineering fees be reviewed by the Airport's in-house engineer or by a second contracted engineering firm. Jacobs Aviation was contracted to perform the secondary review, providing staff with a second engineering number to negotiate the fees with.

ALTERNATIVES ANALYZED

City Council may:

- Approve Amendment 4 with Morrison-Maierle for the Construction Administrative Services for the Phase One Terminal Concourse Expansion project; or
- Disapprove Amendment 4 with Morrison-Maierle and provide staff with direction on how to proceed.

FINANCIAL IMPACT

The total cost of Amendment 4 is $223,545. This project is included in the current budget and funding will be 82.98% FAA Airport Improvement Program (AIP) grant funds with a 10% local match, which is available in the Airport Capital Account. AIP grant funds will cover $185,497.64 and the local funds will be $38,047.36.

RECOMMENDATION

Staff recommends that the City Council approve Amendment 4 with Morrison-Maierle for the amount of $223,545 for the Construction Administrative Services for the Phase One Terminal Concourse Expansion project.

APPROVED BY CITY ADMINISTRATOR

Consent **1. E.**

Regular City Council Meeting

Meeting Date: 09/23/2019

TITLE: Consultant Agreement: W.O. 19-16 Belknap Office Remodel

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

City Council is asked to award a professional architectural/engineering services agreement to A&E Architects for W.O. 19-16 Belknap Office Remodel.The project consists of professional services for preliminary evaluation, design, bidding, and construction phases. The purpose of the project is to remodel the Belknap Service Center and provide space for the Engineering Division, Environmental Affairs, and Administration of the Public Works Department which are all in remote locations currently. The remodel will also consolidate and centralize the Distribution and Collection Division currently spread out within the building. The project will be split into two phases. Phase 1 will remodel space for Environmental Affairs, Administration, Distribution and Collection, and expand Fiscal Services. Phase 2 will remodel the Engineering Division and expand parking lot space. An amendment will be required for Phase 2.

A Request for Proposals for this project was publicly advertised November 30, December 7, and 14, 2018. A&E Architects was selected based on City Staff committee review of project proposals. Three other firms submitted which included JGA Architects Engineers Planners, Arete Design Group, and CTA Architects Engineers. A&E Architects and the city were working on developing a plan for the project and that needed to be completed before we could scope this contract. The Phase 1 negotiated price will not exceed $143,096.

ALTERNATIVES ANALYZED

City Council may:

- Approve the Contract for Professional Services with A&E Architects, or;
- Disapprove award the Contract to A&E Architects. If the Contract is not approved, the Belknap Remodel cannot be completed. If the remodel is not completed, leases for existing space will need to be extended.

FINANCIAL IMPACT

Funding for this project has been approved by the City Council in the Capital Improvement Plan (CIP) for FY 20 budget. The project will use water and wastewater funds.

RECOMMENDATION

Staff recommends that Council approve a professional architectural/engineering service contract with A&E Architects in the amount of $143,096 for W.O. 19-16: Belknap Office Remodel.

APPROVED BY CITY ADMINISTRATOR

Attachments

Contract

Contract for Professional Architectural and Engineering Services

Project W.O. 19-16 Belknap Office Remodel

In consideration of the mutual promises herein, City of Billings and A&E Architects agree as follows. This Contract consists of:

Part I, consisting of 15 Sections of Special Provisions;

Part II, consisting of 11 Sections of General Provisions;

Appendix A consisting of 6 pages (Basic Services of Contractor);

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

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

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

Appendix E consisting of 1 pages (Project Schedule);

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

PART I
SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

A. "Administrator" means the City Engineer of the Engineering Division of the Public Works Department or his designee.
B. “Billings” means the City of Billings.
C. "Contractor" means A&E Architects.

Section 2. Scope of Services.

A. The Contractor shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.
B. Billings shall pay the Contractor in accordance with the Schedule of Professional Fees attached as Appendix D and incorporated herein by reference for services actually performed under this Contract.

C. Billings shall not allow any claim for services other than those described in this Section. However, the Contractor may provide, at its own expense, any other services that are consistent with this Contract.
D. The Contractor shall provide hard copy as-built drawings and in digital format, as approved by the City of Billings, to the Administrator within 30 days after the project completion date. Final payment will be withheld until the as-built drawings are received by the City of Billings.
~~E. The Contractor shall provide certified construction payrolls to the Administrator stating in writing that the payrolls have been reviewed and are acceptable.~~

Section 3. Time for Performance.

A. This Contract becomes effective when signed on behalf of Billings.
B. The Contractor shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
C. This Contract shall terminate at midnight on December 31, 2021.

Section 4. Compensation; Method of Payment.

A. Subject to the Contractor's satisfactory performance, Billings shall pay the Contractor no more than One Hundred Thirty-Nine Thousand Eight Hundred Nineteen dollars and 0/100 ($143,096.00) in accordance with this Section and Appendix B.
B. Each month, or at the conclusion of each phase of the Work for which payment is due, as negotiated on a per-task basis, the Contractor shall present a bill to the Administrator describing the Work for which it seeks payment and documenting expenses and fees to the satisfaction of the Administrator. If any payment is withheld because the Contractor's performance is unsatisfactory, the Administrator must, within ten (10) days of the payment denial, notify the Contractor of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why. Billings will pay Contractor within 30 days of receiving an acceptable invoice.

Section 5. Termination of the Contractor's Services.

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

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

Section 6. Duties Upon Termination

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

Section 7. Insurance.

A. The Contractor shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Contractor shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.
B. The Contractor shall provide the following insurance:

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

C. Each policy of insurance required by this Section shall provide for no less than 30 days' advance notice to Billings prior to cancellation.
D. Billings SHALL be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies. In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

Section 8. Assignments.

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

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

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

Section 10. Notices.

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

Billings: City Engineer (Debi Meling, PE)
City of Billings
Public Works/Engineering
2224 Montana Avenue
Billings, Montana 59101 FAX: (406) 237-6291

Contractor: A&E Architects
124 N. 29th St, Suite 100
Billings, Montana 59101 email: bdubeau@ae.design
FAX: (406) 248-2427

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

A. Any failure to perform by either party due to force majeure shall not be deemed a violation or breach hereof.
B. As used in this Contract, force majeure is an act or event of substantial magnitude, beyond the control of the delayed party, which delays the completion of this Contract, including without limitation:

1. Any interruption, suspension or interference resulting solely from the act of Billings or neglect of Billings not otherwise governed by the terms of this Contract.
2. Strikes or Work stoppages.
3. Any interruption, suspension or interference with the project caused by acts of God, or acts of a public enemy, wars, blockades, insurrections, riots, arrests or restraints of governments and people, civil disturbances or similar occurrences.
4. Order of court, administrative agencies or governmental officers other than Billings.

Section 13. Financial Management System.

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

A. Provides accurate, current, and complete disclosure of all financial transactions relating to the Contract;
B. Maintains separate accounts by source of funds for all revenues and expenditures and identifies the source and application of funds for the Contractor's performance under this Contract, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays and income;
C. Effectively controls and accounts for all municipal funds and Contract property;

D. Compares actual expenditures with budgeted amounts and relates financial information to performance or productivity data including unit cost information where applicable;
E. Allocates administrative costs to direct service delivery units;
F. Minimizes the time between receipt of funds from Billings and their disbursement by the Contractor;
G. Provides accounting records supported by source documentation; and
H. Provides a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

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

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

PART II
GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

The Contractor shall perform its obligations hereunder as an independent Contractor of Billings. Billings may administer the Contract and monitor the Contractor's compliance with its obligations hereunder. Billings shall not supervise or direct the Contractor other than a provided in this Section.

Section 2. Nondiscrimination.

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

Section 3. Permits, Laws, and Taxes.

The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this Contract. All actions taken by the

Contractor under this Contract shall comply with all applicable statutes, ordinances, rules and regulations. The Contractor shall pay all taxes pertaining to its performance under this Contract.

Section 4. Nonwaiver.

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

Section 5. Amendment.

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

Contractor: Bill DuBeau, AIA, Principal
(title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

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

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

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

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

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

City of Billings

_____
City Council or Designee

Date:_____

ATTEST:

_____
City Clerk

Date:_____

Contractor

A&E Architects p.c.

Name:Bill DuBeau
Title:Principal / Secretary
Date:August 28, 2019

IRS Tax ID #81-0468180

APPROVED AS TO FORM:

By_____
BRENT BROOKS, City Attorney

STATE OF MONTANA)
:ss.
COUNTY OF YELLOWSTONE)

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

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

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

Note: Final contract documents will require the Contractor's signature to be notarized if Federal funds are used.

Appendix A

Basic Services of Engineer

Section 1. Engineer's Rights and Duties.

A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the Engineer's portion of the project as defined in the scope of work and to prepare and deliver to Billings all plans, specifications, bid documents, and other material as designated herein.

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

C. Prepare and present such information as may be pertinent and necessary in order for Billings to pass critical judgment on the features of the work. The Engineer shall make changes, amendments or revisions in the detail of the work as may be required by Billings. When alternates are being considered, Billings shall have the right of selection.

D. Engineer's work shall be in accordance with the standards of sound engineering and present City, State, and National standards and policies currently in use.

E. Conform to the requirements of the Montana Code Annotated Title 18 "Public Contracts" and more particularly Sections 18-2-121 and 18-2-122, and all other codes of the State of Montana applicable to providing professional services including codes and standards nationally recognized.

F. The Engineer shall certify with the submission of final plans that the plans are in conformance with applicable sections of Title 69, Chapter 4, Part 5, of the Montana Code Annotated as pertaining to existing utilities.

G. To perform professional services in connection with the project and will serve as Billings' representative in those phases of the project to which this agreement applies.

H. Where Federal funds are involved, the necessary provisions to meet all requirements will be complied with and documents secured and placed in the bidding documents.

I. Submit an estimated progress schedule as to time and costs at the beginning of the work, and monthly progress reports thereafter until complete. The reports will include any problems, potential problems, and delays as foreseen by the Engineer. Reports will be submitted in a timely manner to permit prompt resolution of problems.

J. Contract administration duties will include review of contractor certified payrolls for wage rate compliance. Discrepancies in certified payrolls will be resolved with the

Contractor. A signed Engineer's Payroll Check Sheet (included in the Standard Modifications to MPWSS) will be submitted as proof of this review with one copy of each payroll.

K. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project the Task Director designated for the Engineer is Adam Baumgartner & Ben Lombardozzi working under the Principal-in-Charge Bill DuBeau, AIA.

Section 2. Billings Rights and Duties.

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

B. Name a Task Director who shall be the liaison between the Engineer and Billings. For this project, the Task Director designated is Ken Ard, PE.

Section 3. Scope of Work.

The project consists of architectural and mechanical/electrical/plumbing engineering services to remodel select areas within the Belknap Office facility. Tasks include evaluating existing conditions within the building as well as envelope assessment (roof & window), developing and presenting a design proposal, coordinating with City personnel to refine and finalize design, creating a bid package for construction, and providing bidding and construction administration services. The remodel design will involve further developing the previously developed programming floor plan and numerous project progress meetings.

DETAIL SCOPE OF SERVICES:
The scope of services that will be utilized on the Belknap Office Remodel as presented in the summaries for Task 100 through 400. The scope of services is organized as follows:

Task Series	Description
100	Project initiation, coordination, Deliverables and Management
200	Design
300	Bidding Services
400	Construction Services

TASK SERIES 100

101 - Project initiation

The purpose of this task will be to review the project programming plan diagram, review project schedule and discuss any remaining options for the office remodel that were not identified during programming.

102 - Meetings with department managers

Meet with department managers to evaluate existing conditions in the facility, identify specific needs and add any further detail to the completed programming phase prior to staring into

schematic design phase.

103 - Develop project background

Confirm accuracy of existing architectural and mechanical / electrical systems drawings of the building. Perform as-built measuring & drawing as needed. Complete a code analysis and recommending upgrades that will be required in the course of the remodel. Complete existing conditions assessment by architectural and engineering team.

104 - Develop Schematic design & budget for project

Result of the efforts in above sections will produce a further defined program & schematic design, conceptual budget and refined schedule for the project (30% progress milestone). Mechanical / electrical evaluation and concept design will be developed along with any structural retrofit needed to accommodate the architectural or mechanical design. The range of expected remodel costs for the project will be developed in this task. Utilizing the Schematic design drawings, a preliminary construction budget will be established. This information will be used to identify any significant variations from budget goals and objectives that may have been initially set. This information will be reviewed with the Owner and Project Manager to arrive at a full understanding of these items and secure approval of schematic design, budget and schedule before starting next phases of work. One budget review meeting with Owner and Project manager will be conducted with one follow-up as needed.

105 - Project Management

Coordinate design team, develop a project directory of stakeholders and the design team, monitor project status and prepare project documents.

TASK SERIES 200 - DESIGN

In this task, recommended direction identified in the previous phase will be implemented and developed into full construction drawings. The basis of design will be finalized, drawings and specifications prepared. Three project design progress milestones will be identified at 50%, 75% and 95% to present progress and secure staff and project manager input. It is assumed that one intermediate meeting will occur between each project milestone meeting. Specific tasks include the following:

201 – Develop the previously approved schematic design drawings by further delineating the remodel solution; more detailed floor plans, reflected ceiling plans and additional supporting drawings such as interior elevations or details will be developed. If necessary, employ the services of a structural engineer to evaluate existing conditions and recommend solutions to any deficiencies or hazards (see allowance in fee).

202 – Review new or existing equipment to be housed within the remodel and confirm the desired arrangement with staff. Review existing storage & casework, make accommodations within the renovation to accommodate needs.

203 – Work with staff to determine equipment locations and provide coordination to ensure placement and provision of required water, drains, venting, electrical / IT connections and other infrastructure to make equipment operational in the remodeled space.

204 – Develop 50% drawings

From effort performed in the previous tasks develop 50% construction documents. Develop a preliminary Table of contents for the anticipated specifications in the project. Identify materials, finishes and fixtures. Coordinate mechanical, electrical & plumbing drawings. Review documented power & IT needs. Review drawings with the City and secure comments and requested modifications.205 – Develop 75% drawings

From effort performed in the previous tasks develop 75% construction documents. Update the Table of contents with any revisions to the specifications in the project and discuss specification front end documents. Finalize materials, finishes and fixtures. Coordinate mechanical, electrical & plumbing drawings. Finalize power & IT needs. Review drawings with the City and secure comments and requested modifications.

206 – Prepare 95% Drawings

Develop 95% construction documents. Review draft of specifications for the project. Update any information related to final materials, finishes and fixtures. Final coordination of mechanical, electrical & plumbing drawings. Review drawings with the City and secure comments and requested modifications.

207 – Perform In-House Review and Consultant Review

Senior Architect or Construction Administer not directly involved with the project, will review the drawings and specifications and the cost estimate for completeness, accuracy and constructability.

208 – Prepare Final Drawings

Incorporate review comments including any design modifications and prepare final drawings for bid sets.

209 – Prepare Final Specifications

Incorporate review comments and prepare final specifications for advertising project for bidders.

210 – Prepare Building Permit Submittal

Print drawings and specifications in required number of sets for city permitting, fill out the City's standard building permit application and provide all required supporting documentation to secure a building permit. Coordinate with and make any required or requested modifications as noticed by the City of Billings Building Department. The City will pay for Plan Review & Permit fees.

TASK SERIES 300 - BIDDING SERVICES

301 - Bidding Administrative Assistance

Assist preparation of Invitation to Bid. Prepare electronic bid documents and electronically distribute to local building plans exchange(s). Answer bidder questions and prepare addendum information and supplementary drawings as needed for bidding. Schedule and conduct pre-bid meeting and existing building walk through.

302 - Bid Opening

Attend bid opening with City Project Manager and City Clerk at determined bid opening time and location to be determined with the City.

303 - Post-Bid Administrative Assistance

Receive, evaluate and assist with tabulation of bids. Assess completeness of bid submissions as required by specifications. Make recommendation to the City on award of contract to the lowest price responsible bidder. Issue notice of award.

TASK SERIES 400 - CONSTRUCTION SERVICES

Construction Phase scope will be based on a schedule to be mutually determined by City Project Manager and Design Team.

401 – Develop Construction Contract

Assist in preparation of construction contract to be fully executed with General Contractor.

402 – Construction Initiation Services and Conformed Drawings

After award of construction contract, the Consultant shall prepare Contracts, Conformed Documents and attend the General Contractor's preconstruction conference. (The General Contractor with be responsible for printing any and all hard copies of the final drawings and specifications)

403 – Office Administration and Contractor Coordination

During the construction phase of the project, the Consultant will provide office assistance to the City on the administration of the project. This effort will include response to contractor requests for information (RFI's), review and preparation of change orders, shop drawing review, interpretation of drawings and specifications, monitoring compliance with procedural requirements on the project, coordinating with the contractor, review and certification of applications and certificates for payment, review and forwarding to City Project Manager the certified payrolls prepared by the Contractor, attending bi-monthly construction progress meetings and meeting with Building Inspector(s) as necessary. General contractor to prepare and distribute construction meeting minutes.

404 – Field Services

The Consultant will provide on-site construction observation services. A resident project representative will be on site to review construction progress and answer questions of the contractor. Field observation will be concurrent with bi-monthly construction progress meetings. Consultant will make 4 additional trips to the site beyond construction meetings as requested by the city project manager via the general contractor. No testing services are included as these will be provided by the construction General Contractor.

405 – Construction Substantial Completion, Acceptance and Final Completion

Upon completion of the construction of the Office remodel, the Consultant will schedule and conduct a substantial completion walk-through with the General Contractor (GC), City Project Manager and other City personnel and develop a punch list of items to address. Consultant will prepare as-built record drawings and issue to the City in electronic pdf and cad / bim format, issue a certificate of substantial completion, coordinate with Contractor and Owner on facility move-in and equipment start up, review operation and maintenance (O&M) manuals submitted by Contractor, and confirm full and complete delivery to City by GC. Upon completion of punch list items, Consultant will review completion and recommend final acceptance and prepare a statement of final completion.

406 – Post-Construction Warranty Services

Upon final acceptance, the Consultant will provide warranty item consultation, warranty coordination with the Contractor, will assist in the eleventh-month warranty inspection, and provide warranty follow-up until items all items have been addressed.

Appendix B

Methods and Times of Payment

Section 1. Payments for Basic Services.

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

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

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

Task 100 (30% design)	$15,298
Task 200-204 (50% design)	$26,197
Task 205-210 (75%-Final design)	$63,491
Task 300 Bidding Services	$ 9,256
Task 400 Construction Services	$23,277
Additional services & Reimbursables	$ 5,577
Total	$143,096

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

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

Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study shall be paid for on an hourly basis at the applicable fees in Appendix D.

Section 3. Corrections.

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

Section 4. Fee Increases

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

Appendix C

Additional Services of Engineer

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

A. Field and laboratory testing of materials and reports.

B. Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study.

Appendix D

Schedule of Professional Fees

Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustments. Hourly rates for services effective on the date of this Agreement are included below.

The itemized schedule provided below includes direct labor costs, normal payroll and overhead costs, transportation, furnishing equipment and materials normally required for performance of the work and reasonable profit. Direct project costs not itemized herein shall be paid for at actual cost.

Section 1. Professional Services.

		Standard Rate	Overtime Rate
A.	Architectural		
1.	Principal	$155	$232.50
2.	Senior Architect / Project Manager	$130	$195.00
3.	Senior Construction Administrator	$130	$195.00
4.	Senior Interior Designer	$125	$187.50
5.	Project Architect	$120	$180.00
6.	Construction Administrator	$105	$157.50
7.	Architect	$105	$157.50
8.	Designer	$100	$150.00
9.	Intern Designer	$ 85	$127.50
10.	Project Manager Assistant	$ 75	$112.50
11.	Clerical	$ 50	$ 75.00
B.	Engineering		
1.	Principal	$190	$285.00
2.	Senior Engineer / Project Manager	$165	$247.50
3.	Design Engineer	$140	$210.00
4.	Designer	$110	$165.00
5.	CAD Technician	$ 95	$142.50
6.	Administrative	$ 80	$120.00

Appendix E

Project Schedule

Based on a notice to proceed by Billings date no later than October 23, 2019, the completion date for the Engineer's work through final design shall be:

A. Submittals and Meetings

1. Task Series 100 (30% design)	November 21, 2019
2. Tasks 200-204 (50% design)	December 12, 2019
3. Tasks 205-210 (75% - Final design)	January 30, 2020
4. Task Series 300 (Bidding Services)	February 20, 2020
5. Task Series 400 (Construction Services)	March-Sept, 2020

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

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

Consent **1. F.**

Regular City Council Meeting

Meeting Date: 09/23/2019
TITLE: Purchase MiTel Telephone System
PRESENTED BY: David Watterson, IT Director
Department: Information Technology
Presentation: No

PROBLEM/ISSUE STATEMENT

Our existing Avaya (formally Nortel) legacy phone system has served our entire organization for almost 30 years. The original system was updated in the summer of 2016 with the last available release update. The system went End of Manufacturer Support in June of 2018 and is currently being supported by Black Box Networks.

The City's telephone system provides phone service, voicemail, call accounting, conference calling, call routing, and auto-attendant services to all city facilities. City departments and their staff rely heavily on the phone system to communicate with each other, council members, citizens, businesses, and visitors to our community. The replacement of our existing telephone system was presented and approved in both the Technology Replacement Plan (TRP) and the Central Telephone Budget for FY2020. Funding for the new telephone system will come from reserve funds saved specifically for the replacement of our existing phone system.

Information Technology investigated the upgrade path to a new Avaya system and the move to a MiTel solution, both of which are covered by existing contracts with the State of Montana. We found the MiTel solution to have all of the features and functionality that we desired and the system is available at a much lower upfront and on-going cost. We received very positive feedback from existing MiTel customers, including the City of Great Falls and the Cody Regional Health Hospital.

The recommended MiTel System from High Point Networks will lower our on-going telephone system costs, will be much easier to maintain and support, and will eliminate current additional contracts that we have for call accounting and voice mail systems. High Point Networks has two (2) certified MiTel support technicians available in Billings and a team of experts throughout their organization available to support the new system and answer our questions. High Point Networks is a valued business partner with the City of Billings and the only reseller authorized to sell the MiTel phone system through the existing State of Montana/NASPO contract # AR627.

ALTERNATIVES ANALYZED

City Council may:

- Approve the purchase of the MiTel Telephone system through the State of Montana/NASPO contract # AR627 from authorized reseller High Point Networks for $311,980.80, or
- Disapprove the purchase and provide guidance to staff.

FINANCIAL IMPACT

The total cost of the MiTel Telephone system including all system hardware, software, licensing, phones, auto-attendants, voicemail, call accounting, system maintenance/support, and complete implementation and migration services is $311,980.80. Funding for the purchase of the telephone system is available through the planned use of reserve funds saved specifically for this purpose. The replacement of our telephone system was approved in the FY2020 Technology Replacement Plan (TRP) and Central Telephone Budget.

RECOMMENDATION

Staff recommends that Council approves the purchase of the MiTel Telephone System including all system hardware, software, licensing, new phones, auto-attendants, voicemail, call accounting, and complete implementation and migration services through High Point Networks on State of Montana/NASPO contract # AR627.

APPROVED BY CITY ADMINISTRATOR

Attachments

MiTel Master Contract
MiTel State of Montana Agreement
High Point Network - Master Services Agreement
High Point Network - MiTel Proposal

STATE OF UTAH - STATE COOPERATIVE CONTRACT

CONTRACT NUMBER AR627

1. CONTRACTING PARTIES: This State Cooperative Contract is between the **Division of Purchasing and General Services (State)**, 3150 State Office Building, PO Box 141061, Salt Lake City, UT 84114-1061, an agency of the State of Utah, and the following CONTRACTOR:

ShoreTel Inc.		
Name		
960 Stewart Dr		
Address		
Sunnyvale	CA	94085
City	State	Zip

LEGAL STATUS OF CONTRACTOR
- ☐ Sole Proprietor
- ☐ Non-Profit Corporation
- ☒ For-Profit Corporation
- ☐ Partnership
- ☐ Government Agency

Contact Person Holly Davis Phone #408-900-1195 Fax # 408-900-1195 Email hdavis@shoretel.com
Federal Tax ID# 770443568 Vendor #VC0000182077 Commodity Code #20458, 20464, 20621, 20623, 20659, 83833, 83800, 88332, 92000

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide:

Data communication equipment and services. A detailed list of awarded categories and subcategories are included in Attachment B - Scope of Work.

ShoreTel Inc. is authorized to provide equipment and services in the following categories:
5.3.0 Unified Communications.

3. CONTRACT PERIOD: Effective date: June 1, 2014 Termination date: May 31, 2019 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A

4. PRICING AS PER THE ATTACHMENT C
PAYMENT TERMS: Net 30
DAYS REQUIRED FOR DELIVERY: 30 days ARO
MINIMUM ORDER: N/A
FREIGHT TERMS: FOB Destination, Freight Prepaid

5. ATTACHMENT A: WSCA-NASPO Standard Contract Terms and Conditions
ATTACHMENT B: Scope of Work
ATTACHMENT C: Pricing
ATTACHMENT D: Vendor's Response to Solicitation JP14001. The parties hereby acknowledge and agree that any exceptions stated in attachment "D" – Vendor's Proposal Response have been removed and/or resolved between the parties. Any exception in attachment "D" are explicitly NOT a part of this contract.

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A. State specific Terms and Conditions will be found in the executed Participating Addendums. State Terms and Conditions in an executed Participating Addendum will take priority in the event of conflict between those terms and conditions and this Cooperative Contract.

6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.

b. Utah State Procurement Code, Procurement Rules, CONTRACTOR'S response to Bid #JP14001 and JP14001-1 dated August 30, 2013 and December 2, 2013, and Bid #JP14001 and JP14001-1 dated August 30, 2013 and December 2, 2013.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Contractor's Signature — Date: 3/14/14

Type or Print Name and Title: Shane Harper Director, Vertical Programs

STATE OF UTAH

Kent D Beers — Director, Div. of Purchasing & General Svs. — Date: 3/17/14

ATTACHMENT A – WSCA-NASPO Terms and Conditions

WSCA-NASPO Master Agreement Terms and Conditions

1. AGREEMENT ORDER OF PRECEDENCE:
The Master Agreement shall consist of the following documents:
1. A Participating Entity's Participating Addendum ("PA");
2. WSCA-NASPO Master Agreement Terms and Conditions;
3. The Statement of Work;
4. The Solicitation; and
5. Contractor's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor quotation/sales order or in similar documents subsequently provided by the Contractor.

2. AMENDMENTS The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA-NASPO Contract Administrator.

3. ASSIGNMENT/SUBCONTRACT Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA-NASPO Contract Administrator.

4. CANCELLATION Unless otherwise stated in the special terms and conditions, any Master Agreement may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its

participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contractor default may be immediate.

5. CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF

5.1 Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing the Product under this Master Agreement, be exposed to or acquire information that is confidential to Participating Entity or Participating Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, and (c) information concerning individuals, is confidential information of Participating Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by Contractor) publicly known; (b) is furnished by Participating Entity to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than Participating Entity without the obligation of confidentiality, (e) is disclosed with the written consent of Participating Entity or; (f) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

5.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement to Participating Entity hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Participating Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Participating Entity immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and Contractor shall at its expense cooperate with Participating Entity in seeking injunctive or other equitable relief in the name of Participating Entity or Contractor against any such person. Except as directed by Participating Entity, Contractor will not at any time

during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Participating Entity's request, Contractor shall turn over to Participating Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.
5.3 Injunctive Relief. Contractor acknowledges that breach of this Section, including disclosure of any Confidential Information, will cause irreparable injury to Participating Entity that is inadequately compensable in damages. Accordingly, Participating Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Participating Entity and are reasonable in scope and content.

6. DEBARMENT The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

7. DEFAULTS & REMEDIES
a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

i. Nonperformance of contractual requirements; or
ii. A material breach of any term or condition of this Master Agreement; or
iii. Any representation or warranty by Contractor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
v. Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its

obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

i. Exercise any remedy provided by law; and
ii. Terminate this Master Agreement and any related Contracts or portions thereof; and
iii. Impose liquidated damages as provided in this Master Agreement; and
iv. Suspend Contractor from receiving future bid solicitations; and
v. Suspend Contractor's performance; and
vi. Withhold payment until the default is remedied.

d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum.

8. DELIVERY Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Participating State agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

9. FORCE MAJEURE Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. WSCA-NASPO may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

10.GOVERNING LAW This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the state sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreement(s) shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreement(s) or the effect of an Participating Addendum shall be in the Purchasing Entity's State.

11. INDEMNIFICATION The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the

performance under the Master Agreement. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement

12. INDEMNIFICATION - INTELLECTUAL PROPERTY The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable ("Indemnified Party") from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim"). The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless:
(1) the Product, system or method is:
(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;
(b) specified by the Contractor to work with the Product; or
(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
(2) it would be reasonably expected to use the Product in combination with such product, system or method.

The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

13. INDEPENDENT CONTRACTOR The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not

to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.

14. INDIVIDUAL CUSTOMER Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Participating Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Participating Entity individually.

15. INSURANCE Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:
a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than $1 million per occurrence/$2 million general aggregate;
b) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Contractor.

Prior to commencement of the work, Contractor shall provide to the Participating Entity a written endorsement to the Contractor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contractor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be

furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at State's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement.

16. LAWS AND REGULATIONS Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

17. LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY Contractor grants to the Participating Entity a nonexclusive, perpetual, royalty-free, irrevocable, unlimited license to publish, translate, reproduce, modify, deliver, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Participating Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

18. NO WAIVER OF SOVEREIGN IMMUNITY In no event shall this Master Agreement, any Participating Addendum or any contract or any purchase order issued thereunder, or any act of a Lead State or a Participating Entity, be a waiver by the Participating Entity of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the Participating State. This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

19. ORDER NUMBERS Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

20. PARTICIPANTS WSCA-NASPO is the cooperative purchasing arm of the National Association of State Procurement Officials. It is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (e.g.,

colleges, school districts, counties, cities, etc.,) for all 50 states, the District of Columbia and the organized US territories. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.

21. ENTITY PARTICIPATION Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

22.PAYMENT Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

23. PUBLIC INFORMATION This Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.

24. RECORDS ADMINISTRATION AND AUDIT The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this Master Agreement. These records will be retained by the contractor for at least four years after the Master Agreement terminates, or until all audits initiated within the four years have been completed, whichever is later. The contractor agrees to allow WSCA-NASPO, State and Federal auditors, and state agency staff access to all the records of this Master Agreement and any order placed under this Master Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

25.REPORTS and ADMINISTRATIVE FEES The contractor shall submit quarterly reports to the WSCA-NASPO Contract Administrator showing the quantities and dollar volume of purchases by each participating entity.

The contractor must pay a WSCA-NASPO administrative fee of one quarter of one percent (.25%) in accordance with the terms and conditions of the Master Agreement. The WSCA-NASPO administrative fee shall be submitted quarterly and is based on sales of products and services. The WSCA-NASPO administration fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some States may require that an additional fee be paid directly to the State on purchases made by procuring entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated in a Participating Addendum that is made a part of the Master Agreement. The contractor may adjust the Master Agreement pricing accordingly for purchases made by procuring agencies within the jurisdiction of the State. All such agreements may not affect the WSCA-NASPO administrative fee or the prices paid by the procuring agencies outside the jurisdiction of the State requesting the additional fee.

26. STANDARD OF PERFORMANCE AND ACCEPTANCE The Standard of Performance applies to all Product(s) purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Participating Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in the solicitation or the Participating Addendum, starting from the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the Standard of Performance during the initial period of Acceptance Testing, Participating Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the Standard of Performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the Standard of Performance issue(s). If after the cure period, the Product still has not met the Standard of Performance Participating Entity may, at its option: (1) declare Contractor to be in breach and terminate the Order; (2) demand replacement Product from Contractor at no additional cost to Participating Entity; or, (3) continue the cure period for an additional time period agreed upon by the Participating Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be accepted and no charges shall be paid until the Standard of Performance is met. The warranty period will begin upon Acceptance.

27. SYSTEM FAILURE OR DAMAGE In the event of system failure or damage caused by the Contractor or its Product, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

28. TITLE OF PRODUCT Upon Acceptance by the Participating Entity, Contractor shall convey to Participating Entity title to the Product free and clear of all liens, encumbrances, or other security interests.Transfer of title to the Product shall include an irrevocable and perpetual license to use the Embedded Software in the Product. If Participating Entity subsequently transfers title of the Product to another entity, Participating Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Participating Entity or Participating Entity's transferee.

29. WAIVER OF BREACH Failure of Lead State or Participating Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement or Participating Addendum.

30. WARRANTY The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Participating Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Participating Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

See Attachment D - Vendor RFP Response for warranty details.

31. ASSIGNMENT OF ANTITRUST RIGHTS Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

Contractor shall require any subcontractors hired to perform any of Contractor's obligations, under this Master Agreement or Participating Addendum, to irrevocably assign to a Participating Entity, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Master Agreement or Participating Addendum, including, at a

Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

32. **WSCA-NASPO eMARKET CENTER** Awarded responders are required to participate in the WSCA-NASPO eMarket Center and, working through WSCA-NASPO's contractor (SciQuest), connect with the eMarket Center. The ideal situation would be to use either a hosted (by SciQuest) or Punchout Level 2 catalog configurations, but actual requirements will be determined by the Lead State Contract Administrator, WSCA-NASPO, WSCA-NASPO's contractor (SciQuest) and the awarded contractor, after award. Participation does not require an awarded responder to have any special level of technology or technological understanding.

Definitions

Acceptance - means a written notice from a purchasing entity to contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the product, unless the Purchasing Entity provides a written notice of rejection to contractor.

Acceptance Testing - means the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.

Contractor - means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Intellectual Property - means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State - means the State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States.

Master Agreement - means the underlying agreement executed by and between the Lead State, as WSCA-NASPO contract administrator, acting on behalf of WSCA-NASPO, and the Contractor, as now or hereafter amended.

Order - means any purchase order, sales order, or other document used by a Participating Entity to order the Products.

Participating Addendum - means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements ,e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity - means a state, or other legal entity, properly authorized by a state to enter into the Master Agreement or Participating Addendum or who is authorized to order under the Master Agreement or Participating Addendum.

Product - Any equipment, software (including embedded software), documentation, or deliverable supplied or created by the Contractor pursuant to this Master Agreement.

WSCA-NASPO -is a cooperative group contracting consortium for state procurement officials, representing departments, institutions, agencies, and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for all states and the District of Columbia. WSCA-NASPO is a cooperative purchasing arm of the National Association of State Procurement Officials (NASPO).

Additional Definitions and Alternative Terms for Consideration

Below are additional definitions and alternative terms for consideration by the sourcing teams depending upon the nature of the solicitation and negotiations between the Contractor and Vendor.

Embedded Software - means one or more software applications which permanently reside on a computing device.

Machine Code - means microcode, basic input/output system code, utility programs, device drivers, diagnostics, and another code delivered with a computing device for the purpose of enabling the function of the computing device, as stated in its published specifications.

(revised March 2013)

ATTACHMENT A – WSCA-NASPO Terms and Conditions

WSCA-NASPO Master Agreement Terms and Conditions

1. AGREEMENT ORDER OF PRECEDENCE:
The Master Agreement shall consist of the following documents:
1. A Participating Entity's Participating Addendum ("PA");
2. WSCA-NASPO Master Agreement Terms and Conditions;
3. The Statement of Work;
4. The Solicitation; and
5. Contractor's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor quotation/sales order or in similar documents subsequently provided by the Contractor.

2. AMENDMENTS The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA-NASPO Contract Administrator.

3. ASSIGNMENT/SUBCONTRACT Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA-NASPO Contract Administrator.

4. CANCELLATION Unless otherwise stated in the special terms and conditions, any Master Agreement may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its

participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contractor default may be immediate.

5. CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF

5.1 Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing the Product under this Master Agreement, be exposed to or acquire information that is confidential to Participating Entity or Participating Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, and (c) information concerning individuals, is confidential information of Participating Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by Contractor) publicly known; (b) is furnished by Participating Entity to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than Participating Entity without the obligation of confidentiality, (e) is disclosed with the written consent of Participating Entity or; (f) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

5.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement to Participating Entity hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Participating Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Participating Entity immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and Contractor shall at its expense cooperate with Participating Entity in seeking injunctive or other equitable relief in the name of Participating Entity or Contractor against any such person. Except as directed by Participating Entity, Contractor will not at any time

during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Participating Entity's request, Contractor shall turn over to Participating Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.
5.3 Injunctive Relief. Contractor acknowledges that breach of this Section, including disclosure of any Confidential Information, will cause irreparable injury to Participating Entity that is inadequately compensable in damages. Accordingly, Participating Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Participating Entity and are reasonable in scope and content.

6. DEBARMENT The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

7. DEFAULTS & REMEDIES
a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

i. Nonperformance of contractual requirements; or
ii. A material breach of any term or condition of this Master Agreement; or
iii. Any representation or warranty by Contractor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
v. Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its

obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

i. Exercise any remedy provided by law; and
ii. Terminate this Master Agreement and any related Contracts or portions thereof; and
iii. Impose liquidated damages as provided in this Master Agreement; and
iv. Suspend Contractor from receiving future bid solicitations; and
v. Suspend Contractor's performance; and
vi. Withhold payment until the default is remedied.

d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum.

8. DELIVERY Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Participating State agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

9. FORCE MAJEURE Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. WSCA-NASPO may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

10.GOVERNING LAW This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the state sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreement(s) shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreement(s) or the effect of an Participating Addendum shall be in the Purchasing Entity's State.

11. INDEMNIFICATION The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the

performance under the Master Agreement. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement

12. INDEMNIFICATION - INTELLECTUAL PROPERTY The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable ("Indemnified Party") from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim"). The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless:
(1) the Product, system or method is:
(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;
(b) specified by the Contractor to work with the Product; or
(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
(2) it would be reasonably expected to use the Product in combination with such product, system or method.

The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

13. INDEPENDENT CONTRACTOR The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not

to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.

14. INDIVIDUAL CUSTOMER Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Participating Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Participating Entity individually.

15. INSURANCE Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:
a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than $1 million per occurrence/$2 million general aggregate;
b) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Contractor.

Prior to commencement of the work, Contractor shall provide to the Participating Entity a written endorsement to the Contractor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contractor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be

furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at State's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement.

16. LAWS AND REGULATIONS Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

17. LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY Contractor grants to the Participating Entity a nonexclusive, perpetual, royalty-free, irrevocable, unlimited license to publish, translate, reproduce, modify, deliver, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Participating Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

18. NO WAIVER OF SOVEREIGN IMMUNITY In no event shall this Master Agreement, any Participating Addendum or any contract or any purchase order issued thereunder, or any act of a Lead State or a Participating Entity, be a waiver by the Participating Entity of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the Participating State. This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

19. ORDER NUMBERS Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

20. PARTICIPANTS WSCA-NASPO is the cooperative purchasing arm of the National Association of State Procurement Officials. It is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (e.g.,

colleges, school districts, counties, cities, etc.,) for all 50 states, the District of Columbia and the organized US territories. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.

21. ENTITY PARTICIPATION Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

22.PAYMENT Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

23. PUBLIC INFORMATION This Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.

24. RECORDS ADMINISTRATION AND AUDIT The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this Master Agreement. These records will be retained by the contractor for at least four years after the Master Agreement terminates, or until all audits initiated within the four years have been completed, whichever is later. The contractor agrees to allow WSCA-NASPO, State and Federal auditors, and state agency staff access to all the records of this Master Agreement and any order placed under this Master Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

25.REPORTS and ADMINISTRATIVE FEES The contractor shall submit quarterly reports to the WSCA-NASPO Contract Administrator showing the quantities and dollar volume of purchases by each participating entity.

The contractor must pay a WSCA-NASPO administrative fee of one quarter of one percent (.25%) in accordance with the terms and conditions of the Master Agreement. The WSCA-NASPO administrative fee shall be submitted quarterly and is based on sales of products and services. The WSCA-NASPO administration fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some States may require that an additional fee be paid directly to the State on purchases made by procuring entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated in a Participating Addendum that is made a part of the Master Agreement. The contractor may adjust the Master Agreement pricing accordingly for purchases made by procuring agencies within the jurisdiction of the State. All such agreements may not affect the WSCA-NASPO administrative fee or the prices paid by the procuring agencies outside the jurisdiction of the State requesting the additional fee.

26. STANDARD OF PERFORMANCE AND ACCEPTANCE The Standard of Performance applies to all Product(s) purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Participating Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in the solicitation or the Participating Addendum, starting from the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the Standard of Performance during the initial period of Acceptance Testing, Participating Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the Standard of Performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the Standard of Performance issue(s). If after the cure period, the Product still has not met the Standard of Performance Participating Entity may, at its option: (1) declare Contractor to be in breach and terminate the Order; (2) demand replacement Product from Contractor at no additional cost to Participating Entity; or, (3) continue the cure period for an additional time period agreed upon by the Participating Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be accepted and no charges shall be paid until the Standard of Performance is met. The warranty period will begin upon Acceptance.

27. SYSTEM FAILURE OR DAMAGE In the event of system failure or damage caused by the Contractor or its Product, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

28. TITLE OF PRODUCT Upon Acceptance by the Participating Entity, Contractor shall convey to Participating Entity title to the Product free and clear of all liens, encumbrances, or other security interests.Transfer of title to the Product shall include an irrevocable and perpetual license to use the Embedded Software in the Product. If Participating Entity subsequently transfers title of the Product to another entity, Participating Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Participating Entity or Participating Entity's transferee.

29. WAIVER OF BREACH Failure of Lead State or Participating Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement or Participating Addendum.

30. WARRANTY The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Participating Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Participating Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

See Attachment D - Vendor RFP Response for warranty details.

31. ASSIGNMENT OF ANTITRUST RIGHTS Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

Contractor shall require any subcontractors hired to perform any of Contractor's obligations, under this Master Agreement or Participating Addendum, to irrevocably assign to a Participating Entity, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Master Agreement or Participating Addendum, including, at a

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(revised March 2013)

ATTACHMENT B:

SHORETEL STATEMENT OF WORK

Categories authorized under this contract:

5.3.0 UNIFIED COMMUNICATIONS (UC) — A set of products that provides a consistent unified user interface and user experience across multiple devices and media types. Unified Communications that is able to provide services such as session management, voice, video, messaging, mobility, and web conferencing. It can provide the foundation for advanced unified communications capabilities of IM and presence-based services and extends telephony features and capabilities to packet telephony network devices such as IP phones, media processing devices, Voice over IP (VoIP) gateways, and multimedia applications. Additional services, such as unified messaging, multimedia conferencing, collaborative contact centers, and interactive multimedia response systems, are made possible through open telephony APIs. General UC solution capabilities should include:

High Availability for Call Processing

Hardware Platform High Availability

Network Connectivity High Availability

Call Processing Redundancy

5.3.0.1 IP Telephony — Solutions utilized to provide the delivery of the telephony application (for example, call setup and teardown, and telephony features) over IP, instead of using circuit-switched or other modalities. Capabilities should include:

Support for analog, digital, and IP endpoints

Centralized Management

Provide basic hunt group and call queuing capabilities

Flexibility to configure queue depth and hold time, play unique announcements and Music on Hold (MoH), log in and log out users from a queue and basic queue statistics (from the phone

E911 Support

5.3.0.2 Instant messaging/ Presence — Solutions that allow communication over the Internet that offers quick transmission of text-based messages from sender to receiver. In push mode between two or more people using personal computers or other devices, along with shared clients, instant messaging basically offers real-time direct written language-based online chat. Instant messaging may also provide video calling, file sharing, PC-to-PC voice calling and PC-to-regular-phone calling.

5.3.0.3 Unified messaging — Integration of different electronic messaging and communications media (e-mail, SMS, Fax, voicemail, video messaging, etc.) technologies into a single interface, accessible from a variety of different devices.

Ability to access and manage voice messages in a variety of ways, using email inbox, Web browser, desktop client, VoIP phone, or mobile phone

Visual Voicemail Support (Optional)

5.3.0.4 Contact Center — A computer-based system that provides call and contact routing for high-volume telephony transactions, with specialist answering "agent" stations and a sophisticated real-time contact management system. The definition includes all contact center systems that provide inbound contact

handling capabilities and automatic contact distribution, combined with a high degree of sophistication in terms of dynamic contact traffic management.

5.3.0.5 Communications End Points and Applications

Attendant Consoles

IP Phones

5.3.0.6 UC Network Management — Provides end-to-end service management for Unified Communications. Capabilities include testing, performance monitoring, configuration management, and business intelligence reporting.

5.3.0.7 Collaboration — Voice, video, and web conferencing; messaging; mobile applications; and enterprise social software.

5.3.0.8 Collaborative Video — A set of immersive video technologies that enable people to feel or appear as if they were present in a location that they are not physically in. Immersive video consists of a multiple codec video system, where each meeting attendee uses an immersive video room to "dial in" and can see/talk to every other member on a screen (or screens) as if they were in the same room and provides call control that enables intelligent video bandwidth management.

5.3.0.8.1 Content Delivery Systems (CDS) — A large distributed system of servers deployed in multiple data centers connected by the Internet. The purpose of the content delivery system is to serve content to end-users with high availability and high performance. CDSs serve content over the Internet, including web objects (text, graphics, URLs, and scripts), downloadable objects (media files, software, documents), applications (e-commerce, portals), live streaming media, on-demand streaming media, and social networks.

5.3.0.8.2 Physical Security — Technology utilized to restricting physical access by unauthorized people to controlled facilities. Technologies include:

a. Access control systems

b. Detection/Identification systems, such as surveillance systems, closed circuit television cameras, or IP camera networks and the associated monitoring systems.

c. Response systems such as alert systems, desktop monitoring systems, radios, mobile phones, IP phones, and digital signage

d. Building and energy controls

STATE OF UTAH CONTRACT NUMBER – AR627

Attachment C – Pricing
Solicitation Number JP14001
WSCA-NASPO Data Communications RFP

Vendor Name: **ShoreTel**

RFP Product Categories:	**Minimum Discount Percentage:**
5.3.0 UNIFIED COMMUNICATIONS (UC)	**Discount % 35**

Current ShoreTel Inc. pricing sheets, approved by the State of Utah, can be found at the following web link:

SHORETEL PRICING SHEETS CLICK HERE

IMPORTANT: The minimum discount percentage listed in this attachment is for general informational purposes only and may not apply to every line item authorized under this contract. For specific item pricing, please refer to the contract price list weblink provided in this document.

Vendors are required to post state specific pricing on their hosted website or through the WSCA-NASPO eMarket center as required by solicitation JP14001, in addition to the vendor pricing sheets approved and hosted by the State of Utah's master contract summary sheet. The State of Utah vendor pricing sheets will serve as the approved base price and do not include any applicable state specific administrative fees. State specific pricing, hosted on the vendor website or WSCA-NASPO eMarketcenter may reflect authorized state specific administrative fees. No other fees are authorized under this contract. Pricing audits may be conducted at any time by the State of Utah, WSCA-NASPO, or 3rd party audit provider to ensure accurate pricing.

Per Solicitation JP14001, the following pricing/product requirements and instructions apply:

1.11 Pricing Structure

Pricing Structure: Pricing for the WSCA-NASPO Master Agreements shall be based on the Percent Discount off the current global MSRP Schedule applicable to United States customers.

1.12 Price Guarantee Period

Price Guarantee Period: The Data Communication Provider's Discount rate shall remain in effect for the term of the WSCA-NASPO Master Price Agreement.

1.13 Price Escalation

Equipment, Supplies and Services: Data Communications provider may update the pricing on their MSRP price list one time every year after the first year of the original contract term. The WSCA-NASPO Contract Administrator will review a documented request for a Price Schedule price list adjustment only after the Price Guarantee Period.

1.14 Price Reductions

In the event of a price decrease in any category of product at any time during the contract in a Provider's Price Schedule, including renewal options, the WSCA-NASPO Contract Administrator shall be notified immediately. All Price Schedule price reductions shall be effective upon the notification provided to the WSCA-NASPO Master Agreement Administrator.

1.20 WSCA Administrative Fee

The Contracted Supplier must pay a WSCA-NASPO administrative fee of one quarter of one percent (.025%) in accordance with the terms and conditions of the contract. The WSCA-NASPO administrative fee shall be submitted quarterly and is based on the actual sales of all products and services in conjunction with your quarterly reports. The WSCA-NASPO administrative fee must be included when determining the pricing offered. The WSCA-NASPO administrative fee is not negotiable and shall not be added as a separate line item on an invoice.

Additionally, some WSCA-NASPO participating entities may require that an administrative fee be paid directly to the WSCA-NASPO participating entity on purchases made by purchasing entities within that State. For all such requests, the fee percentage, payment method and payment schedule for the participating entity's administrative fee will be incorporated in the Participating Addendum. Data Communications Provider will be held harmless, and may adjust (increase) the WSCA-NASPO Master Agreement pricing by the fee percentage for that participating entity accordingly for purchases made by purchasing entities within the jurisdiction of the State. All such agreements may not affect the WSCA-NASPO fee or the prices paid by the purchasing entities outside the jurisdiction of the participating entities requesting the additional fee.

5.3.2 ADDING PRODUCTS

The ability to add new equipment and services is for the convenience and benefit of WSCA-NASPO, the Participating States, and all the Authorized Purchasers. The intent of this process is to promote "one-stop shopping" and convenience for the customers and equally important, to make the contract flexible in keeping up with rapid technological advances. The option to add new product or service categories and/items will expedite the delivery and implementation of new technology solutions for the benefit of the Authorized Purchasers.

After the contracts are awarded, additional IT product categories and/or items may be added per the request of the Contractor, a Participating State, an Authorized Purchaser or WSCA-NASPO. Additions may be ad hoc and temporary in nature or permanent. All additions to an awarded Contractor or Manufacturer's offerings must be products, services, software, or solutions that are commercially available at the time they are added to the contract award and fall within the original scope and intent of the RFP (i.e., converged technologies, value adds to manufacturer's solution offerings, etc.).

5.3.2.1 New Product from Contractors — If Contractor, a Participating State, an Authorized Purchaser or WSCA-NASPO itself requests to add new product categories permanently, then all awarded Contractors (Manufacturers) will be notified of the proposed change and will have the opportunity to work with WSCA to determine applicability, introduction, etc. Any new products or services must be reviewed and approved by the WSCA-NASPO Contract Administrator.

5.3.2.2 Ad Hoc Product Additions — A request for an ad hoc, temporary addition of a product category/item must be submitted to WSCA-NAPOS via the governmental entity's contracting/purchasing officer. Ad hoc, temporary requests will be handled on a case-by-case basis.

5.3.2.3 Pricelist Updates — As part of each Contractor's ongoing updates to its pricelists throughout the contract term, Contractor can add new SKUs to its awarded product categories that may have been developed in-house or obtained through mergers, acquisitions or joint ventures; provided, however, that such new SKUs fall within the Contractor's awarded product categories.

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PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Mitel Networks, Inc
Master Agreement No: AR627
(hereinafter "Contractor")

And

State of Montana
(hereinafter "Participating State/Entity")

1. Scope**:** This addendum covers the Data Communications Products and Services 14-19 contracts led by the State of Utah for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are 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. Excluded from the use of this participating addendum: all executive branch agencies of the State of Montana and Montana State Fund. Executive branch agencies are listed in Attachment A.

COOPERATIVE PURCHASING. Under Montana law, public procurement units, as defined in 18-4-401, MCA, have the option of cooperatively purchasing with State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to State Procurement Bureau prior to the award of this Contract, the prices, terms, and conditions of this Contract will be offered to these public procurement units. However, State Procurement Bureau makes no guarantee of any public procurement unit participation in this Contract.

3. Participating State Modifications or Additions to Master Agreement:
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

ACCESS AND RETENTION OF RECORDS: Contractor agrees to provide the Participating State, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of five 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 Participating State or third party.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section

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18-4-141, MCA.) Notwithstanding the foregoing, Contractor shall have the right to assign this Contract to an affiliate, or to any third party in connection with the transfer of all or substantially all of the assets of the business unit relating to this Contract, or the sale or transfer of the voting stock or shares of Contractor resulting in a change in its effective control.

COMPLIANCE WITH LAWS: Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.l. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

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

NON-COMPLINACE WITH DEPARTMENT OF ADMINISTRATION REQUIREMENTS: Contractor is notified that, under the provisions of 2-17-514, MCA, the Participating State retains the right to cancel or modify any contract, project, or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

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PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Mitel Networks, Inc
Master Agreement No: AR627
(hereinafter "Contractor")

And

State of Montana
(hereinafter "Participating State/Entity")

NON-EXCLUSIVE CONTRACT: The intent of this Contract is to provide state agencies with an expedited means of procuring supplies and/or services. This Contract is for the convenience of state agencies and is considered by Participating State to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the Contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. Participating State does not guarantee any usage.

REDUCTION OF FUNDING: Participating State must by law terminate this Contract if funds are not appropriated or otherwise made available to support Participating State's continuation of performance of this Contract in a subsequent fiscal period. (18-4-313(4), MCA) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, Participating State shall terminate this Contract as required by law. Participating State shall provide Contractor the date Participating State's termination shall take effect. Participating State shall not be liable to Contractor for any payment that would have been payable had the Contract not been terminated under this provision. As stated above, Participating State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date Participating State's termination takes effect. This is Contractor's sole remedy. Participating State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

VENUE: This solicitation 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.)

TAX EXEMPTION: State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.l. 111-148, 124 Stat. 119].

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And

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STATE OF MONTANA ADMINISTRATIVE FEE: The State of Montana assesses an Administrative Fee of one and one-half percent (1.50%) for all net sales (sales less credits and returns) made under this PA. The prices paid to Contractor must include the 1.5% Administrative Fee. The Contractor shall remit this Administrative Fee concurrent with the Required Usage Reporting described below. The Administrative Fee must be submitted by ACH along with email notification to the State of Montana Contracts Officer. This Administrative Fee is effective upon execution of this Participating Addendum.

REQUIRED REPORTING: Contractor shall submit quarterly reports to the Contracts Officer (CO) assigned by the State to manage this contract. Contractor shall provide CO with an electronic usage report (Excel), which must list the following information at the minimum: purchasing entity; description of items purchased; date of purchase; contract price; and the extended price for each transaction. These reports are due no more than 30 days after the end of the quarter.

First Quarter: July 1 through September 30
Second Quarter: October 1 through December 31
Third Quarter: January 1 through March 31
Fourth Quarter: April 1 through June 30

To the extend of a conflict in the terms between the WSCA-NASPO Master Agreement and this Participating Addendum, the following descending order of precedence shall apply:

1. Participating Addendum "Statutory Requirements"
2. Participating Addendum (remainder of addendum)
3. WSCA Master Agreement

4. Lease Agreements: Leasing will not be used under this Participating Addendum.

5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Edward Bowen
Address	1146 N. Alma School Road, Mesa, AZ 85201
Telephone	(512)551-7132

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And

State of Montana
(hereinafter "Participating State/Entity")

Fax	(480) 961-1370
E-mail	edward.bowen@mitel.com

Participating Entity

Name	Tia Snyder
Address	125 North Roberts St., Room 165, Helena, MT 59601
Telephone	406-444-3315
Fax	
E-mail	tsnyder@mt.gov

6. Subcontractors: All Mitel Business Systems, Inc. dealers and resellers authorized in the State of Montana, as shown on the dedicated NASPO ValuePoint. (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Price Agreement. The Mitel Business Systems, Inc. dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

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PARTICIPATING ADDENDUM
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Mitel Networks, Inc
Master Agreement No: AR627
(hereinafter "Contractor")

And

State of Montana
(hereinafter "Participating State/Entity")

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

Participating State:	Contractor:
By: DocuSigned by: 5FBAABB9738647B...	By: ShoreTel, Inc. DocuSigned by: E09ED36C77C4DD...
Name: Cheryl Grey	Name: Terri Thomas
Title: SFSD Administrator	Title: Sr. Director Channel Enablement
Date: 5/16/2019	Date: 5/16/2019
Approved as to Legal Content: DocuSigned by: 6E2DE9861B4E4EF...	
Date: 5/15/2019	
Chief Information Officer: DocuSigned by: 5918EC5F091042A...	
Date: 5/15/2019	

For questions on executing a participating addendum, please contact:

NASPO ValuePoint:

Cooperative Development Coordinator	Shannon Berry
Telephone	775-720-3404
E-mail	sberry@naspovaluepoint.org

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PARTICIPATING ADDENDUM
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And

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ATTACHMENT A
EXECUTIVE BRANCH AGENCIES

Department of Administration
Department of Agriculture
Board of Public Education
Department of Commerce
Department of Corrections
Deaf and Blind, School for
Department of Environmental Quality
Department of Fish, Wildlife and Parks
Governor's Office
Historical Society
Department of Justice
Department of Labor and Industry
Department of Livestock
Department of Military Affairs
Montana Arts Council
Department of Natural Resources and Conservation
Commissioner of Political Practices
Department of Public Health and Human Services
Public Service Commission
Department of Revenue
Secretary of State
State Auditor
State Library
Department of Transportation

MASTER SERVICES AGREEMENT

This is a Master Services Agreement between High Point Networks, LLC (HPN) and City of Billings.

RECITALS

[E.g., HPN, is a provider of data and voice networking solutions in the technology business activities of hardware sales or services; systems security software, hardware, or services; sales of pre-packaged software of others; systems consulting, analysis, and design; and disaster recovery services and consulting];

CITY OF BILLINGS requests services from HPN; and

HPN agrees to provide CITY OF BILLINGS and CITY OF BILLINGS agrees to pay HPN for the services, subject to the terms and conditions contained in this Master Services Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in this Master Services Agreement, HPN and CITY OF BILLINGS agree as follows:

OPERATIVE PROVISIONS

1. Statement of Work. A Statement of Work for each project or engagement to be undertaken by HPN for CITY OF BILLINGS will specifically outline the services to be provided by HPN and the compensation to be paid by CITY OF BILLINGS. The Statement of Work will be incorporated into and attached as an exhibit to this Master Services Agreement. The Statement of Work must be in writing and dated and signed by both parties prior to commencement of the services outlined in the Statement of Work. Subsequent changes to any Statement of Work must be in writing and dated and signed by both parties.

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2. Scope of Services. HPN, in exchange for the compensation paid by CITY OF BILLINGS under this Master Services Agreement, agrees to provide the services in accordance with the Statement of Work. To the extent there is any inconsistency between this Master Services Agreement and the Statement of Work, the Statement of Work shall control.

3. Compensation. CITY OF BILLINGS will pay for the services provided by HPN in accordance with the Statement of Work.

4. Payment Terms. CITY OF BILLINGS will make payment to HPN within 30 calendar days after receipt of an invoice from HPN.

5. Site Preparation. CITY OF BILLINGS will provide HPN appropriate access to the network, facilities, and personnel of the organization; an appropriate workspace to use while working with CITY OF BILLINGS; cooperative access to knowledgeable staff; and access to the appropriate decision-making authority for determining evaluation criteria for the services. For the purposes of this Master Services Agreement, "appropriate" means in conformance with HPN's specifications.

6. Delivery of Services. HPN will deliver the services under the mutually agreed terms in accordance with this Master Services Agreement no later than the stated complete date or as otherwise agreed in writing by both parties. Complete dates indicated by HPN are estimates only. HPN will not be liable for any delays in delivery of the services.

7. Confidentiality. Absent a court order, HPN agrees not to use or disclose any information it receives from CITY OF BILLINGS under this Master Services Agreement that CITY OF BILLINGS has previously identified as confidential except as necessary to

carry out the purposes of this Master Services Agreement or as authorized in advance by CITY OF BILLINGS. CITY OF BILLINGS agrees not to disclose any information it receives from HPN that HPN has previously identified as confidential. The duty of CITY OF BILLINGS and HPN to maintain confidentiality of information under this section continues beyond the term of this Master Services Agreement, or any extensions or renewals of it.

8. Risk of Loss. When the services related to a Statement of Work are complete, the risk of loss associated with the services provided is on CITY OF BILLINGS. Until the services are complete, the risk of loss associated with the services is on HPN.

9. Force Majeure. HPN shall not be held responsible for delay or default caused by fire, riot, acts of God, or war if the event is beyond HPN's reasonable control and HPN gives notice to CITY OF BILLINGS immediately upon occurrence of the event causing the delay or default or which is reasonably expected to cause a delay or default.

10. Notice. All notices or other communications required under this Master Services Agreement shall be given by registered or certified mail and are complete on the date mailed when addressed to the parties at the following addresses:

City of Billings
David Watterson
210 N. 27th Street
Billings, MT 59102

High Point Networks, LLC
Tom McDougall, President
1207 Prairie Parkway, Suite A
West Fargo, ND 58078

11. Liability. Neither HPN nor any of its officers, directors, employees, or agents shall be liable to CITY OF BILLINGS for any loss, liability, damage, or expense arising

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out of or in connection with the provision of services contemplated by this Master Services Agreement, unless such loss, liability, damage, or expense is proven to result directly from negligence on the part of HPN or its employees or agents acting within the scope of their employment or authority.

12. Limitation of Liability for Consequential Damages. HPN shall not be liable under any section of this Master Services Agreement for any indirect, incidental, consequential, exemplary, or punitive damages of any kind or nature.

13. Exclusive Remedy. The exclusive remedy under this Master Services Agreement is repair or replacement of the services provided. HPN is entitled to reasonable written notice from CITY OF BILLINGS that there is a problem or complaint regarding the services, and must be given reasonable period in which to address such problem or complaint. In the event of default, the measure of damages to be assessed is the estimated service price paid under the Statement of Work. In no event shall the total aggregate liability under this Master Services Agreement exceed the total amount paid by CITY OF BILLINGS to HPN under any Statement of Work.

14. Disclaimer of Warranties. The only warranties, if any, applying to the products used by HPN in provision of the services, are those offered by the manufacturer. HPN hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability, fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale or resale of the products. CITY OF BILLINGS shall not be entitled to recover from HPN any consequential damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.

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15. Period of Limitation. No claim, regardless of form, arising out of the services provided under this Master Services Agreement, may be brought by either party more than two years after the claim arose or could reasonably have been discovered, except that a claim for nonpayment may be brought within two years of the date of last payment.

16. Assignment. Neither party may assign or transfer its rights or obligations under this Master Services Agreement without the prior written consent of the other party.

17. Successors and Assigns. This Master Services Agreement shall be binding upon the parties and their respective heirs, personal representatives, successors, and permitted assigns.

18. Entire Agreement. This Master Services Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Master Services Agreement. Any waiver, modification, or amendment of any terms of this Master Services Agreement will be effective only if in writing and signed by both parties.

19. Headings. The headings in this Master Services Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Master Services Agreement.

20. Governing Law. 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. "

TM

21. Severability. If any term of this Master Services Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms shall not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if this Master Services Agreement did not contain that term.

22. Effective Date. This Master Services Agreement is not effective until fully executed by the parties.

23. Counterparts. This Master Services Agreement may be executed in counterparts, each of which shall be deemed to be one and the same instrument.

SIGNATURES

City of Billings	HIGH POINT NETWORKS,LLC
By: Christina Volek	By: Tom McDougall
Title: City Administrator	~~Justin Fetsch~~ Tom McDougall PRESIDENT & CEO Title: ~~Vice President of Sales & Marketing~~
Date: 9/25/13	Date: Sept. 19, 2013

PROPOSAL



PROPOSAL NAME: Mitel - Revised Quote

PROPOSAL DATE: September 11, 2019

PREPARED FOR:

City of Billings
David Watterson

210 N. 27th Street
Billings, MT 59102

wattersond@ci.billings.mt.us

PREPARED BY:

Damon Andrews
High Point Networks, LLC.

Direct/Mobile/Fax: 406-860-5175

damon@highpointnetworks.com

HIGH POINT NETWORKS™

Mitel - Revised Quote

Quote Information:

Quote #: 087680
Version: 3
Delivery Date: 09/11/2019
Expiration Date: 09/27/2019

Mitel Summary

High Point Networks is happy to provide City of Billings a proposal for a Mitel Connect Solution. Our system details are defined below and included in the datasheets attached to this proposal. If there are any questions or concerns please let us know.

High Point Networks is the only Mitel Authorized Reseller authorized to resell Mitel systems via the State of Montana NASPO contract (NASPO Master Agreement Contract #: AR627) and respective executed Participating Addendum. High Point Networks and the City of Billings have a signed Master Services Agreement in place since September 2013.

Completion Date: TBD

P.O.C(s):

Site Address: 210 North 27th Street, Billings, MT 59101.

Project Brief: Customer is looking to replace their existing system with a Single System solution across all of the City Departments and locations.

Work Role	Number of Hours in the Project	Hourly Rate
Project Manager	57	$150.00
Voice/System/Network Engineer	348	$175.00
Network Engineer	12	$175.00
Install Technician	152	$115.00
Trainer	56	$125.00
Travel	0	$110.00
Overnight	0	$250.00
Total	625	

System Configuration Summary:

Sites: 12
IP Stations: 610
Analog Stations: Unknown
T1-PRI/SIP Trunks: 3 – PRI T1
POTs - Analog Trunks: Unknown
Fax Line: Unknown
Server: Virtual (VMWare 5.5 – 6.5) Customer Provided
Virtual Appliances: Virtual Spare

User Licenses

Connect Advanced: 60 – Includes Extension & Mailbox, Connect desktop and mobile client, Connect Telephony for Microsoft and Connect for Chrome. Also includes Web and App dialer, Remote Phone, CRM integration, WG Agent, WG Supervisor and

Operator.

Connect Essentials: 450 – Includes Extension & Mailbox, Connect desktop and mobile client, Connect Telephony for Microsoft and Connect for Chrome. Also includes Web and App dialer.

Connect Telephony: 170 - Includes Extension & Mailbox with no Connect client capability for police officer/guest voicemail boxes.

Connect Courtesy: 40 – Includes Extension Only with no Connect client capability.

Advanced Applications

Emergency Notification: up to 50 – Alertees

Methodology

Installation: 5 Phase Installation plan – Discovery, Development, Installation, Train, Cut-over

Admin/End User Training: Included in professional services estimate and will be scheduled during the Project Kick-off call.

Scope of Work:

HPN Responsibilities:

- Project Management
- Discovery Activities

  Project Kick off Call with Customer and HPN Project Team
  Data Discovery – Users, Trunks, Site and other information gathering
  Call Flow discussion - How Calls work today vs How you want them tomorrow
  Build Baseline config document to provide to customer for Approval

- Development Activities

  Work with Customer to Spin up Windows 2016 Server
  Download and Install Mitel Director Software
  Configure Call Flow based pm the Baseline config document
  Configure Site, Users and Trunks based on Project Spreadsheet documentation
  Configure and Prep all Hardware and Phones to be installed

- Installation Activities
-

  Rack/Stack Mitel switch(s), test Connectivity
  Complete Phone Placement and assignment
  Verify/Test Telephone Facilities to ensure successful system cutover
  Identifying Termination Blocks, Analog Device(s), paging, MOH, etc
  Recording Greetings for Call Flow
  Testing/Prep for System Cutover

- Training Activities
-

  Instructor Lead – Train the Trainer type training sessions
  Provide CBT Training links

Administration Training (4 hrs)

- System Trunk cut-over Activities
- Transition of Phone Lines/IP Phones end points
  Transition of Analog end points
  Testing of System Operation
  Testing of all End Points
- Next Day Support (up to 4 hours onsite at each site)
- 10 days Post Install Support of moves/adds/changes
- Project Documentation

Client Responsibilities:

- Provide Detailed Site/User/Trunk Information
- Provide Detailed Call Flow information
- Provide a Voice to record all System Greetings/Announcements
- Provide Building Layout Map for Phone Placement and Client installation
- Customer is responsible for Voice VLAN setup and DHCP scope option creation
- Customer will be rolling out all PC Clients
- Environmental Recommendations
  Power Source - Dedicated or UPS power to ensure all equipment is on UPS power.
  Rack Space – Mitel Gateway(s) are 1U height
  Trunk Location will need to be extended to location of New Mitel Equipment
  Analog termination blocks will need to be located near or extended to New Mitel equipment
  Music on hold source or files, or Standard MiConnect MOH can be used.
- Training Recommendations
  Training schedules to be published for users to sign up
  Training room big enough for 15-20 Users
  Will be using some of purchased phones for training class

Exclusions:

- Any other work requested outside of this Scope of Work
- Cabling services are not included in this Scope, if Cabling is required an additional Quote will need to be approved
- PC updates or patches for Mitel Client, these will need to be done prior to our initial Onsite visit
- All IP Phones ship with a desktop bracket, wall brackets do NOT come standard, if additional brackets are needed, they will be billed separately
- Paging bell/PA System
- Legacy System/Wiring disposal
- All IP phones include 7-foot patch cord, if longer cable(s) required they will be invoiced separately
- Additional/All fees for dedicated fax lines and analog trunks from carrier

Change Control
In the event that it becomes necessary to alter the scope of work, High Point Networks will initiate contact with the company's point of contact to work out the details associated with impacts to schedules, deliverables and/or financial commitments. No changes to the scope of work will occur without prior authorization.

HIGH POINT NETWORKS™

Mitel - Revised Quote

Quote Information:

Quote #: 087680
Version: 3
Delivery Date: 09/11/2019
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NASPO Master Agreement Contract #: AR627

City Hall - Hardware

Qty	Item	Description	Price	Ext. Price
3	10581	Voice Switch ST100A, 1U half-width. Max Capacities: 100 IP Phones, 6 Analog Exts, 14 SIP Trunk, 8 LS Trks. Made in USA. Requires ShoreTel Connect; not supported with ShoreTel 14 or older. Use Dual Switch Tray (SKU 10223) for rack mounting.	$2,160.00	$6,480.00
2	10585	Mitel Voice Switch ST1D	$2,025.00	$4,050.00
1	10531	Voice Switch ST24A, 1U full-width. Max Capacities: 24 Analog Exts. No IP Phone or trunk support. Made in USA. Requires ShoreTel Connect; not supported with ShoreTel 14 or older. Ready for rack mounting.	$1,620.00	$1,620.00
3	10223	Rack Mount Tray Kit for SG switch 1U half width, holds two 1U half width voice switches	$49.00	$147.00

Subtotal: $12,297.00

Met Transit - Hardware

Qty	Item	Description	Price	Ext. Price
1	10580	Mitel Voice Switch ST50A	$1,350.00	$1,350.00
1	30044	Additional Site License	$267.00	$267.00
1	10223	Rack Mount Tray Kit for SG switch 1U half width, holds two 1U half width voice switches	$49.00	$49.00

Subtotal: $1,666.00

Planning/Miller - Hardware

Qty	Item	Description	Price	Ext. Price
1	10580	Mitel Voice Switch ST50A	$1,350.00	$1,350.00
1	30044	Additional Site License	$267.00	$267.00
1	10223	Rack Mount Tray Kit for SG switch 1U half width, holds two 1U half width voice switches	$49.00	$49.00

Subtotal: $1,666.00

Parks/Rec - Hardware

Qty	Item	Description	Price	Ext. Price
1	10580	Mitel Voice Switch ST50A	$1,350.00	$1,350.00
1	30044	Additional Site License	$267.00	$267.00

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Parks/Rec - Hardware

Qty	Item	Description	Price	Ext. Price
1	10223	Rack Mount Tray Kit for SG switch 1U half width, holds two 1U half width voice switches	$49.00	$49.00
			Subtotal:	$1,666.00

Waste Water - Hardware

Qty	Item	Description	Price	Ext. Price
1	10580	Mitel Voice Switch ST50A	$1,350.00	$1,350.00
1	30044	Additional Site License	$267.00	$267.00
1	10223	Rack Mount Tray Kit for SG switch 1U half width, holds two 1U half width voice switches	$49.00	$49.00
			Subtotal:	$1,666.00

Airport - Hardware

Qty	Item	Description	Price	Ext. Price
1	10581	Voice Switch ST100A, 1U half-width. Max Capacities: 100 IP Phones, 6 Analog Exts, 14 SIP Trunk, 8 LS Trks. Made in USA. Requires ShoreTel Connect; not supported with ShoreTel 14 or older. Use Dual Switch Tray (SKU 10223) for rack mounting.	$2,160.00	$2,160.00
1	10531	Voice Switch ST24A, 1U full-width. Max Capacities: 24 Analog Exts. No IP Phone or trunk support. Made in USA. Requires ShoreTel Connect; not supported with ShoreTel 14 or older. Ready for rack mounting.	$1,620.00	$1,620.00
1	30044	Additional Site License	$267.00	$267.00
1	10223	Rack Mount Tray Kit for SG switch 1U half width, holds two 1U half width voice switches	$49.00	$49.00
			Subtotal:	$4,096.00

Communications (911) - Hardware

Qty	Item	Description	Price	Ext. Price
1	10581	Voice Switch ST100A, 1U half-width. Max Capacities: 100 IP Phones, 6 Analog Exts, 14 SIP Trunk, 8 LS Trks. Made in USA. Requires ShoreTel Connect; not supported with ShoreTel 14 or older. Use Dual Switch Tray (SKU 10223) for rack mounting.	$2,160.00	$2,160.00
1	10585	Mitel Voice Switch ST1D	$2,025.00	$2,025.00
1	30044	Additional Site License	$267.00	$267.00

HIGH POINT NETWORKS™

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Communications (911) - Hardware

Qty	Item	Description	Price	Ext. Price
2	10223	Rack Mount Tray Kit for SG switch 1U half width, holds two 1U half width voice switches	$49.00	$98.00

Subtotal: $4,550.00

EOC / Fire Station 1- Hardware

Qty	Item	Description	Price	Ext. Price
1	10580	Mitel Voice Switch ST50A	$1,350.00	$1,350.00
1	30044	Additional Site License	$267.00	$267.00
2	10223	Rack Mount Tray Kit for SG switch 1U half width, holds two 1U half width voice switches	$49.00	$98.00

Subtotal: $1,715.00

Public Utilities - Hardware

Qty	Item	Description	Price	Ext. Price
2	10581	Voice Switch ST100A, 1U half-width. Max Capacities: 100 IP Phones, 6 Analog Exts, 14 SIP Trunk, 8 LS Trks. Made in USA. Requires ShoreTel Connect; not supported with ShoreTel 14 or older. Use Dual Switch Tray (SKU 10223) for rack mounting.	$2,160.00	$4,320.00
1	30044	Additional Site License	$267.00	$267.00
1	10223	Rack Mount Tray Kit for SG switch 1U half width, holds two 1U half width voice switches	$49.00	$49.00

Subtotal: $4,636.00

BOC - Hardware

Qty	Item	Description	Price	Ext. Price
1	10580	Mitel Voice Switch ST50A	$1,350.00	$1,350.00
1	30044	Additional Site License	$267.00	$267.00
1	10223	Rack Mount Tray Kit for SG switch 1U half width, holds two 1U half width voice switches	$49.00	$49.00

Subtotal: $1,666.00

Depot - Hardware

Qty	Item	Description	Price	Ext. Price
1	10580	Mitel Voice Switch ST50A	$1,350.00	$1,350.00

HIGH POINT NETWORKS™

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Depot - Hardware

Qty	Item	Description	Price	Ext. Price
1	30044	Additional Site License	$267.00	$267.00
1	10223	Rack Mount Tray Kit for SG switch 1U half width, holds two 1U half width voice switches	$49.00	$49.00
			Subtotal:	$1,666.00

Library - Hardware

Qty	Item	Description	Price	Ext. Price
1	10580	Mitel Voice Switch ST50A	$1,350.00	$1,350.00
1	30044	Additional Site License	$267.00	$267.00
1	10223	Rack Mount Tray Kit for SG switch 1U half width, holds two 1U half width voice switches	$49.00	$49.00
			Subtotal:	$1,666.00

Mitel Software/Licensing

Qty	Item	Description	Price	Ext. Price
40	30145	Connect ONSITE Courtesy license. Includes Extension Only with no Connect client capability.	$53.00	$2,120.00
170	30146	Connect ONSITE Telephony license. Includes Ext+Mbx with no Connect client capability.	$86.00	$14,620.00
	Mailbox licenses for police officers			
450	30147	Connect ONSITE Essentials license bundle. Includes Ext+Mbx, Connect desktop client with IM, collaboration, softphone and video. Also includes Web and App dialer licenses.	$107.00	$48,150.00
60	30149	Connect ONSITE Advanced license bundle. Includes Ext+Mbx, Connect desktop and mobility client with IM, collaboration, softphone and video. Also includes Web and App Dialer, Remote Phone, CRM client integration and Operator.	$269.00	$16,140.00
	Includes (2) Operator Licenses per site, (6) Workgroup Supervisors, and (30) Workgroup Agents			
60	30043	SIP Trunk Software License	$27.00	$1,620.00
12	30053	SIP Device License (Allows a SIP device to register with system. SIP devices also require SKU 30035 or 30039 to operate)	$16.00	$192.00
1	18009	ShoreWare Emergency Notification, 6 up to 50 alertees	$2,970.00	$2,970.00
			Subtotal:	$85,812.00

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Phones

Qty	Item	Description	Price	Ext. Price
20	10573	Mitel IP Phone IP420	$102.00	$2,040.00
435	10577	Mitel IP Phone IP480g - Requires ST 14 or later.	$199.00	$86,565.00
1	10429	ShorePhone IP655 - used	$220.00	$220.00
			Subtotal:	$88,825.00

MISC Equipment

Qty	Item	Description	Price	Ext. Price
1	Misc	MISC Termination Equipment and cables. Only invoiced if needed	$500.00	$500.00
25	10304	Mitel Voice Mail Quick Reference, Doc. Pack, Qty 25	$10.00	$250.00
23	10503	Mitel 480/480g IP Phone Quick Reference, Doc. Pack, Qty 25	$10.00	$230.00
5	60152	Wall Mount Kit for IP Phone IP480 /480g / 485g	$15.00	$75.00
5	60153	Wall Mount Kit for IP Phone IP420	$15.00	$75.00
			Subtotal:	$1,130.00

Brightmetrics (Annual)

Qty	Item	Description	Recurring	Ext. Recurring
1	BM-COREUC	Brightmetrics' ShoreTel Core UC Reporting and Analytics	$2,189.00	$2,189.00
	500+ User Extensions - Billed Annually			
			Recurring Subtotal:	$2,189.00

Discounted BLOCK Amount - 30% discount

Qty	Item	Description	Price	Ext. Price
1	BLOCK	HPN Professional Services Block Amount - Expires 12 months after purchase date - $100,000 - 30% Discount	$70,000.00	$70,000.00
**Discounted Block Amount expires 12 months after purchase.				
			Subtotal:	$70,000.00

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Mitel Partner Support (5YRs paid annually)

Qty	Item	Description	Price	Ext. Price
23936	91305-G	First Year - High Point Networks ShoreCare Partner Support Gold (5 Years paid annually, No Phones) - First Annual Payment	$1.05	$25,132.80
	5YRs of Mitel Partner Support total is $141,208; Annualized payments $28,241.65			

Subtotal: $25,132.80

HIGH POINT NETWORKS™

Mitel - Revised Quote

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Prepared for:

City of Billings
Attn: David Watterson
210 N. 27th Street IT Division
Billings, MT 59102

Prepared by:

High Point Networks, LLC
Damon Andrews
Direct: 406-860-5175
damon@highpointnetworks.com



Quote Summary

Description	Amount
City Hall - Hardware	$12,297.00
Met Transit - Hardware	$1,666.00
Planning/Miller - Hardware	$1,666.00
Parks/Rec - Hardware	$1,666.00
Waste Water - Hardware	$1,666.00
Airport - Hardware	$4,096.00
Communications (911) - Hardware	$4,550.00
EOC / Fire Station 1- Hardware	$1,715.00
Public Utilities - Hardware	$4,636.00
BOC - Hardware	$1,666.00
Depot - Hardware	$1,666.00
Library - Hardware	$1,666.00
Mitel Software/Licensing	$85,812.00
Phones	$88,825.00
MISC Equipment	$1,130.00
Discounted BLOCK Amount - 30% discount	$70,000.00
Mitel Partner Support (5YRs paid annually)	$25,132.80

Subtotal:	$309,855.80
Shipping:	$2,125.00
Total:	$311,980.80

Recurring Expenses Summary

Description	Amount
Brightmetrics (Annual)	$2,189.00

Recurring Total:	$2,189.00

For questions related to your quotation, please contact us using the information above. Acceptance of the quote online is considered acceptance of an offer and binding. All quotes are subject to shipping costs that may not be listed on the quote. Prices quoted are valid for 30 days from Quotation Date. Limitation of Liability for Consequential Damages. High Point Networks, LLC shall not be liable for any indirect, incidental, consequential, exemplary, or punitive damages of any kind or nature. All IP Telephony and projects exceeding 10 hours of service will require a 50% down payment of the total project due upon acceptance of the quotation and the remainder due within 30 days of completion. Payment for all other orders are due in 30 days subject to credit approval. Credit card usage as a form of payment may be accepted on pre-approval basis and may be subject to a convenience fee. "Optional" items on the above quote are not included in the total pricing at the bottom of the quote. Note: Once product is ordered and shipped there is NO right of

HIGH POINT NETWORKS™

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return and may be subject to a restocking fee. Product cannot be returned if ordered in error. Product cannot be returned if next generation product has been released.

Signature

Date

MASTER SERVICES AGREEMENT

This is a Master Services Agreement between High Point Networks, LLC (HPN) and City of Billings.

RECITALS

[E.g., HPN, is a provider of data and voice networking solutions in the technology business activities of hardware sales or services; systems security software, hardware, or services; sales of pre-packaged software of others; systems consulting, analysis, and design; and disaster recovery services and consulting];

CITY OF BILLINGS requests services from HPN; and

HPN agrees to provide CITY OF BILLINGS and CITY OF BILLINGS agrees to pay HPN for the services, subject to the terms and conditions contained in this Master Services Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in this Master Services Agreement, HPN and CITY OF BILLINGS agree as follows:

OPERATIVE PROVISIONS

1. Statement of Work. A Statement of Work for each project or engagement to be undertaken by HPN for CITY OF BILLINGS will specifically outline the services to be provided by HPN and the compensation to be paid by CITY OF BILLINGS. The Statement of Work will be incorporated into and attached as an exhibit to this Master Services Agreement. The Statement of Work must be in writing and dated and signed by both parties prior to commencement of the services outlined in the Statement of Work. Subsequent changes to any Statement of Work must be in writing and dated and signed by both parties.

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2. Scope of Services. HPN, in exchange for the compensation paid by CITY OF BILLINGS under this Master Services Agreement, agrees to provide the services in accordance with the Statement of Work. To the extent there is any inconsistency between this Master Services Agreement and the Statement of Work, the Statement of Work shall control.

3. Compensation. CITY OF BILLINGS will pay for the services provided by HPN in accordance with the Statement of Work.

4. Payment Terms. CITY OF BILLINGS will make payment to HPN within 30 calendar days after receipt of an invoice from HPN.

5. Site Preparation. CITY OF BILLINGS will provide HPN appropriate access to the network, facilities, and personnel of the organization; an appropriate workspace to use while working with CITY OF BILLINGS; cooperative access to knowledgeable staff; and access to the appropriate decision-making authority for determining evaluation criteria for the services. For the purposes of this Master Services Agreement, "appropriate" means in conformance with HPN's specifications.

6. Delivery of Services. HPN will deliver the services under the mutually agreed terms in accordance with this Master Services Agreement no later than the stated complete date or as otherwise agreed in writing by both parties. Complete dates indicated by HPN are estimates only. HPN will not be liable for any delays in delivery of the services.

7. Confidentiality. Absent a court order, HPN agrees not to use or disclose any information it receives from CITY OF BILLINGS under this Master Services Agreement that CITY OF BILLINGS has previously identified as confidential except as necessary to

carry out the purposes of this Master Services Agreement or as authorized in advance by CITY OF BILLINGS. CITY OF BILLINGS agrees not to disclose any information it receives from HPN that HPN has previously identified as confidential. The duty of CITY OF BILLINGS and HPN to maintain confidentiality of information under this section continues beyond the term of this Master Services Agreement, or any extensions or renewals of it.

8. Risk of Loss. When the services related to a Statement of Work are complete, the risk of loss associated with the services provided is on CITY OF BILLINGS. Until the services are complete, the risk of loss associated with the services is on HPN.

9. Force Majeure. HPN shall not be held responsible for delay or default caused by fire, riot, acts of God, or war if the event is beyond HPN's reasonable control and HPN gives notice to CITY OF BILLINGS immediately upon occurrence of the event causing the delay or default or which is reasonably expected to cause a delay or default.

10. Notice. All notices or other communications required under this Master Services Agreement shall be given by registered or certified mail and are complete on the date mailed when addressed to the parties at the following addresses:

City of Billings
David Watterson
210 N. 27th Street
Billings, MT 59102

High Point Networks, LLC
Tom McDougall, President
1207 Prairie Parkway, Suite A
West Fargo, ND 58078

11. Liability. Neither HPN nor any of its officers, directors, employees, or agents shall be liable to CITY OF BILLINGS for any loss, liability, damage, or expense arising

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out of or in connection with the provision of services contemplated by this Master Services Agreement, unless such loss, liability, damage, or expense is proven to result directly from negligence on the part of HPN or its employees or agents acting within the scope of their employment or authority.

12. Limitation of Liability for Consequential Damages. HPN shall not be liable under any section of this Master Services Agreement for any indirect, incidental, consequential, exemplary, or punitive damages of any kind or nature.

13. Exclusive Remedy. The exclusive remedy under this Master Services Agreement is repair or replacement of the services provided. HPN is entitled to reasonable written notice from CITY OF BILLINGS that there is a problem or complaint regarding the services, and must be given reasonable period in which to address such problem or complaint. In the event of default, the measure of damages to be assessed is the estimated service price paid under the Statement of Work. In no event shall the total aggregate liability under this Master Services Agreement exceed the total amount paid by CITY OF BILLINGS to HPN under any Statement of Work.

14. Disclaimer of Warranties. The only warranties, if any, applying to the products used by HPN in provision of the services, are those offered by the manufacturer. HPN hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability, fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale or resale of the products. CITY OF BILLINGS shall not be entitled to recover from HPN any consequential damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.

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15. Period of Limitation. No claim, regardless of form, arising out of the services provided under this Master Services Agreement, may be brought by either party more than two years after the claim arose or could reasonably have been discovered, except that a claim for nonpayment may be brought within two years of the date of last payment.

16. Assignment. Neither party may assign or transfer its rights or obligations under this Master Services Agreement without the prior written consent of the other party.

17. Successors and Assigns. This Master Services Agreement shall be binding upon the parties and their respective heirs, personal representatives, successors, and permitted assigns.

18. Entire Agreement. This Master Services Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Master Services Agreement. Any waiver, modification, or amendment of any terms of this Master Services Agreement will be effective only if in writing and signed by both parties.

19. Headings. The headings in this Master Services Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Master Services Agreement.

20. Governing Law. 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. "

TM

21. Severability. If any term of this Master Services Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms shall not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if this Master Services Agreement did not contain that term.

22. Effective Date. This Master Services Agreement is not effective until fully executed by the parties.

23. Counterparts. This Master Services Agreement may be executed in counterparts, each of which shall be deemed to be one and the same instrument.

SIGNATURES

City of Billings	HIGH POINT NETWORKS,LLC
By: Christina Volek	By: Tom McDougall
Title: City Administrator	~~Justin Fetsch~~ Tom McDougall PRESIDENT & CEO Title: ~~Vice President of Sales & Marketing~~
Date: 9/25/13	Date: Sept. 19, 2013

DocuSign Envelope ID: 6D7548F0-86D1-434A-9EB5-87B660E26729

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Mitel Networks, Inc
Master Agreement No: AR627
(hereinafter "Contractor")

And

State of Montana
(hereinafter "Participating State/Entity")

1. Scope**:** This addendum covers the Data Communications Products and Services 14-19 contracts led by the State of Utah for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are 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. Excluded from the use of this participating addendum: all executive branch agencies of the State of Montana and Montana State Fund. Executive branch agencies are listed in Attachment A.

COOPERATIVE PURCHASING. Under Montana law, public procurement units, as defined in 18-4-401, MCA, have the option of cooperatively purchasing with State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to State Procurement Bureau prior to the award of this Contract, the prices, terms, and conditions of this Contract will be offered to these public procurement units. However, State Procurement Bureau makes no guarantee of any public procurement unit participation in this Contract.

3. Participating State Modifications or Additions to Master Agreement:
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

ACCESS AND RETENTION OF RECORDS: Contractor agrees to provide the Participating State, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of five 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 Participating State or third party.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section

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18-4-141, MCA.) Notwithstanding the foregoing, Contractor shall have the right to assign this Contract to an affiliate, or to any third party in connection with the transfer of all or substantially all of the assets of the business unit relating to this Contract, or the sale or transfer of the voting stock or shares of Contractor resulting in a change in its effective control.

COMPLIANCE WITH LAWS: Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.l. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

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

NON-COMPLINACE WITH DEPARTMENT OF ADMINISTRATION REQUIREMENTS: Contractor is notified that, under the provisions of 2-17-514, MCA, the Participating State retains the right to cancel or modify any contract, project, or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

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PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Mitel Networks, Inc
Master Agreement No: AR627
(hereinafter "Contractor")

And

State of Montana
(hereinafter "Participating State/Entity")

NON-EXCLUSIVE CONTRACT: The intent of this Contract is to provide state agencies with an expedited means of procuring supplies and/or services. This Contract is for the convenience of state agencies and is considered by Participating State to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the Contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. Participating State does not guarantee any usage.

REDUCTION OF FUNDING: Participating State must by law terminate this Contract if funds are not appropriated or otherwise made available to support Participating State's continuation of performance of this Contract in a subsequent fiscal period. (18-4-313(4), MCA) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, Participating State shall terminate this Contract as required by law. Participating State shall provide Contractor the date Participating State's termination shall take effect. Participating State shall not be liable to Contractor for any payment that would have been payable had the Contract not been terminated under this provision. As stated above, Participating State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date Participating State's termination takes effect. This is Contractor's sole remedy. Participating State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

VENUE: This solicitation 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.)

TAX EXEMPTION: State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.l. 111-148, 124 Stat. 119].

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STATE OF MONTANA ADMINISTRATIVE FEE: The State of Montana assesses an Administrative Fee of one and one-half percent (1.50%) for all net sales (sales less credits and returns) made under this PA. The prices paid to Contractor must include the 1.5% Administrative Fee. The Contractor shall remit this Administrative Fee concurrent with the Required Usage Reporting described below. The Administrative Fee must be submitted by ACH along with email notification to the State of Montana Contracts Officer. This Administrative Fee is effective upon execution of this Participating Addendum.

REQUIRED REPORTING: Contractor shall submit quarterly reports to the Contracts Officer (CO) assigned by the State to manage this contract. Contractor shall provide CO with an electronic usage report (Excel), which must list the following information at the minimum: purchasing entity; description of items purchased; date of purchase; contract price; and the extended price for each transaction. These reports are due no more than 30 days after the end of the quarter.

First Quarter: July 1 through September 30
Second Quarter: October 1 through December 31
Third Quarter: January 1 through March 31
Fourth Quarter: April 1 through June 30

To the extend of a conflict in the terms between the WSCA-NASPO Master Agreement and this Participating Addendum, the following descending order of precedence shall apply:

1. Participating Addendum "Statutory Requirements"
2. Participating Addendum (remainder of addendum)
3. WSCA Master Agreement

4. Lease Agreements: Leasing will not be used under this Participating Addendum.

5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Edward Bowen
Address	1146 N. Alma School Road, Mesa, AZ 85201
Telephone	(512)551-7132

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And

State of Montana
(hereinafter "Participating State/Entity")

Fax	(480) 961-1370
E-mail	edward.bowen@mitel.com

Participating Entity

Name	Tia Snyder
Address	125 North Roberts St., Room 165, Helena, MT 59601
Telephone	406-444-3315
Fax	
E-mail	tsnyder@mt.gov

6. Subcontractors: All Mitel Business Systems, Inc. dealers and resellers authorized in the State of Montana, as shown on the dedicated NASPO ValuePoint. (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Price Agreement. The Mitel Business Systems, Inc. dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

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MASTER AGREEMENT
Mitel Networks, Inc
Master Agreement No: AR627
(hereinafter "Contractor")

And

State of Montana
(hereinafter "Participating State/Entity")

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

Participating State:	Contractor:
By: DocuSigned by: 5FBAABB9738647B...	By: ShoreTel, Inc. DocuSigned by: E09ED36C77C4DD...
Name: Cheryl Grey	Name: Terri Thomas
Title: SFSD Administrator	Title: Sr. Director Channel Enablement
Date: 5/16/2019	Date: 5/16/2019
Approved as to Legal Content: DocuSigned by: 6E2DE9861B4E4EF...	
Date: 5/15/2019	
Chief Information Officer: DocuSigned by: 5918EC5F091042A...	
Date: 5/15/2019	

For questions on executing a participating addendum, please contact:

NASPO ValuePoint:

Cooperative Development Coordinator	Shannon Berry
Telephone	775-720-3404
E-mail	sberry@naspovaluepoint.org

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PARTICIPATING ADDENDUM
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ATTACHMENT A
EXECUTIVE BRANCH AGENCIES

Department of Administration
Department of Agriculture
Board of Public Education
Department of Commerce
Department of Corrections
Deaf and Blind, School for
Department of Environmental Quality
Department of Fish, Wildlife and Parks
Governor's Office
Historical Society
Department of Justice
Department of Labor and Industry
Department of Livestock
Department of Military Affairs
Montana Arts Council
Department of Natural Resources and Conservation
Commissioner of Political Practices
Department of Public Health and Human Services
Public Service Commission
Department of Revenue
Secretary of State
State Auditor
State Library
Department of Transportation

STATE OF UTAH - STATE COOPERATIVE CONTRACT

CONTRACT NUMBER AR627

1. CONTRACTING PARTIES: This State Cooperative Contract is between the **Division of Purchasing and General Services (State)**, 3150 State Office Building, PO Box 141061, Salt Lake City, UT 84114-1061, an agency of the State of Utah, and the following CONTRACTOR:

ShoreTel Inc.		
Name		
960 Stewart Dr		
Address		
Sunnyvale	CA	94085
City	State	Zip

LEGAL STATUS OF CONTRACTOR
- ☐ Sole Proprietor
- ☐ Non-Profit Corporation
- ☒ For-Profit Corporation
- ☐ Partnership
- ☐ Government Agency

Contact Person Holly Davis Phone #408-900-1195 Fax # 408-900-1195 Email hdavis@shoretel.com
Federal Tax ID# 770443568 Vendor #VC0000182077 Commodity Code #20458, 20464, 20621, 20623, 20659, 83833, 83800, 88332, 92000

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide:

Data communication equipment and services. A detailed list of awarded categories and subcategories are included in Attachment B - Scope of Work.

ShoreTel Inc. is authorized to provide equipment and services in the following categories:
5.3.0 Unified Communications.

3. CONTRACT PERIOD: Effective date: June 1, 2014 Termination date: May 31, 2019 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A

4. PRICING AS PER THE ATTACHMENT C
PAYMENT TERMS: Net 30
DAYS REQUIRED FOR DELIVERY: 30 days ARO
MINIMUM ORDER: N/A
FREIGHT TERMS: FOB Destination, Freight Prepaid

5. ATTACHMENT A: WSCA-NASPO Standard Contract Terms and Conditions
ATTACHMENT B: Scope of Work
ATTACHMENT C: Pricing
ATTACHMENT D: Vendor's Response to Solicitation JP14001. The parties hereby acknowledge and agree that any exceptions stated in attachment "D" – Vendor's Proposal Response have been removed and/or resolved between the parties. Any exception in attachment "D" are explicitly NOT a part of this contract.

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A. State specific Terms and Conditions will be found in the executed Participating Addendums. State Terms and Conditions in an executed Participating Addendum will take priority in the event of conflict between those terms and conditions and this Cooperative Contract.

6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.

b. Utah State Procurement Code, Procurement Rules, CONTRACTOR'S response to Bid #JP14001 and JP14001-1 dated August 30, 2013 and December 2, 2013, and Bid #JP14001 and JP14001-1 dated August 30, 2013 and December 2, 2013.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Contractor's Signature — Date: 3/14/14

Type or Print Name and Title: Shane Harper Director, Vertical Programs

STATE OF UTAH

Kent D Beers — Director, Div. of Purchasing & General Svs. — Date: 3/17/14

ATTACHMENT A – WSCA-NASPO Terms and Conditions

WSCA-NASPO Master Agreement Terms and Conditions

1. AGREEMENT ORDER OF PRECEDENCE:
The Master Agreement shall consist of the following documents:
1. A Participating Entity's Participating Addendum ("PA");
2. WSCA-NASPO Master Agreement Terms and Conditions;
3. The Statement of Work;
4. The Solicitation; and
5. Contractor's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor quotation/sales order or in similar documents subsequently provided by the Contractor.

2. AMENDMENTS The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA-NASPO Contract Administrator.

3. ASSIGNMENT/SUBCONTRACT Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA-NASPO Contract Administrator.

4. CANCELLATION Unless otherwise stated in the special terms and conditions, any Master Agreement may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its

participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contractor default may be immediate.

5. CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF

5.1 Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing the Product under this Master Agreement, be exposed to or acquire information that is confidential to Participating Entity or Participating Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, and (c) information concerning individuals, is confidential information of Participating Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by Contractor) publicly known; (b) is furnished by Participating Entity to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than Participating Entity without the obligation of confidentiality, (e) is disclosed with the written consent of Participating Entity or; (f) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

5.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement to Participating Entity hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Participating Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Participating Entity immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and Contractor shall at its expense cooperate with Participating Entity in seeking injunctive or other equitable relief in the name of Participating Entity or Contractor against any such person. Except as directed by Participating Entity, Contractor will not at any time

during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Participating Entity's request, Contractor shall turn over to Participating Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.
5.3 Injunctive Relief. Contractor acknowledges that breach of this Section, including disclosure of any Confidential Information, will cause irreparable injury to Participating Entity that is inadequately compensable in damages. Accordingly, Participating Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Participating Entity and are reasonable in scope and content.

6. DEBARMENT The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

7. DEFAULTS & REMEDIES
a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

i. Nonperformance of contractual requirements; or
ii. A material breach of any term or condition of this Master Agreement; or
iii. Any representation or warranty by Contractor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
v. Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its

obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

i. Exercise any remedy provided by law; and
ii. Terminate this Master Agreement and any related Contracts or portions thereof; and
iii. Impose liquidated damages as provided in this Master Agreement; and
iv. Suspend Contractor from receiving future bid solicitations; and
v. Suspend Contractor's performance; and
vi. Withhold payment until the default is remedied.

d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum.

8. DELIVERY Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Participating State agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

9. FORCE MAJEURE Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. WSCA-NASPO may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

10.GOVERNING LAW This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the state sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreement(s) shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreement(s) or the effect of an Participating Addendum shall be in the Purchasing Entity's State.

11. INDEMNIFICATION The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the

performance under the Master Agreement. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement

12. INDEMNIFICATION - INTELLECTUAL PROPERTY The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable ("Indemnified Party") from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim"). The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless:
(1) the Product, system or method is:
(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;
(b) specified by the Contractor to work with the Product; or
(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
(2) it would be reasonably expected to use the Product in combination with such product, system or method.

The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

13. INDEPENDENT CONTRACTOR The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not

to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.

14. INDIVIDUAL CUSTOMER Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Participating Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Participating Entity individually.

15. INSURANCE Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:
a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than $1 million per occurrence/$2 million general aggregate;
b) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Contractor.

Prior to commencement of the work, Contractor shall provide to the Participating Entity a written endorsement to the Contractor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contractor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be

furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at State's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement.

16. LAWS AND REGULATIONS Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

17. LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY Contractor grants to the Participating Entity a nonexclusive, perpetual, royalty-free, irrevocable, unlimited license to publish, translate, reproduce, modify, deliver, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Participating Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

18. NO WAIVER OF SOVEREIGN IMMUNITY In no event shall this Master Agreement, any Participating Addendum or any contract or any purchase order issued thereunder, or any act of a Lead State or a Participating Entity, be a waiver by the Participating Entity of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the Participating State. This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

19. ORDER NUMBERS Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

20. PARTICIPANTS WSCA-NASPO is the cooperative purchasing arm of the National Association of State Procurement Officials. It is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (e.g.,

colleges, school districts, counties, cities, etc.,) for all 50 states, the District of Columbia and the organized US territories. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.

21. ENTITY PARTICIPATION Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

22.PAYMENT Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

23. PUBLIC INFORMATION This Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.

24. RECORDS ADMINISTRATION AND AUDIT The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this Master Agreement. These records will be retained by the contractor for at least four years after the Master Agreement terminates, or until all audits initiated within the four years have been completed, whichever is later. The contractor agrees to allow WSCA-NASPO, State and Federal auditors, and state agency staff access to all the records of this Master Agreement and any order placed under this Master Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

25.REPORTS and ADMINISTRATIVE FEES The contractor shall submit quarterly reports to the WSCA-NASPO Contract Administrator showing the quantities and dollar volume of purchases by each participating entity.

The contractor must pay a WSCA-NASPO administrative fee of one quarter of one percent (.25%) in accordance with the terms and conditions of the Master Agreement. The WSCA-NASPO administrative fee shall be submitted quarterly and is based on sales of products and services. The WSCA-NASPO administration fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some States may require that an additional fee be paid directly to the State on purchases made by procuring entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated in a Participating Addendum that is made a part of the Master Agreement. The contractor may adjust the Master Agreement pricing accordingly for purchases made by procuring agencies within the jurisdiction of the State. All such agreements may not affect the WSCA-NASPO administrative fee or the prices paid by the procuring agencies outside the jurisdiction of the State requesting the additional fee.

26. STANDARD OF PERFORMANCE AND ACCEPTANCE The Standard of Performance applies to all Product(s) purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Participating Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in the solicitation or the Participating Addendum, starting from the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the Standard of Performance during the initial period of Acceptance Testing, Participating Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the Standard of Performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the Standard of Performance issue(s). If after the cure period, the Product still has not met the Standard of Performance Participating Entity may, at its option: (1) declare Contractor to be in breach and terminate the Order; (2) demand replacement Product from Contractor at no additional cost to Participating Entity; or, (3) continue the cure period for an additional time period agreed upon by the Participating Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be accepted and no charges shall be paid until the Standard of Performance is met. The warranty period will begin upon Acceptance.

27. SYSTEM FAILURE OR DAMAGE In the event of system failure or damage caused by the Contractor or its Product, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

28. TITLE OF PRODUCT Upon Acceptance by the Participating Entity, Contractor shall convey to Participating Entity title to the Product free and clear of all liens, encumbrances, or other security interests.Transfer of title to the Product shall include an irrevocable and perpetual license to use the Embedded Software in the Product. If Participating Entity subsequently transfers title of the Product to another entity, Participating Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Participating Entity or Participating Entity's transferee.

29. WAIVER OF BREACH Failure of Lead State or Participating Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement or Participating Addendum.

30. WARRANTY The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Participating Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Participating Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

See Attachment D - Vendor RFP Response for warranty details.

31. ASSIGNMENT OF ANTITRUST RIGHTS Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

Contractor shall require any subcontractors hired to perform any of Contractor's obligations, under this Master Agreement or Participating Addendum, to irrevocably assign to a Participating Entity, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Master Agreement or Participating Addendum, including, at a

Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

32. **WSCA-NASPO eMARKET CENTER** Awarded responders are required to participate in the WSCA-NASPO eMarket Center and, working through WSCA-NASPO's contractor (SciQuest), connect with the eMarket Center. The ideal situation would be to use either a hosted (by SciQuest) or Punchout Level 2 catalog configurations, but actual requirements will be determined by the Lead State Contract Administrator, WSCA-NASPO, WSCA-NASPO's contractor (SciQuest) and the awarded contractor, after award. Participation does not require an awarded responder to have any special level of technology or technological understanding.

Definitions

Acceptance - means a written notice from a purchasing entity to contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the product, unless the Purchasing Entity provides a written notice of rejection to contractor.

Acceptance Testing - means the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.

Contractor - means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Intellectual Property - means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State - means the State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States.

Master Agreement - means the underlying agreement executed by and between the Lead State, as WSCA-NASPO contract administrator, acting on behalf of WSCA-NASPO, and the Contractor, as now or hereafter amended.

Order - means any purchase order, sales order, or other document used by a Participating Entity to order the Products.

Participating Addendum - means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements ,e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity - means a state, or other legal entity, properly authorized by a state to enter into the Master Agreement or Participating Addendum or who is authorized to order under the Master Agreement or Participating Addendum.

Product - Any equipment, software (including embedded software), documentation, or deliverable supplied or created by the Contractor pursuant to this Master Agreement.

WSCA-NASPO -is a cooperative group contracting consortium for state procurement officials, representing departments, institutions, agencies, and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for all states and the District of Columbia. WSCA-NASPO is a cooperative purchasing arm of the National Association of State Procurement Officials (NASPO).

Additional Definitions and Alternative Terms for Consideration

Below are additional definitions and alternative terms for consideration by the sourcing teams depending upon the nature of the solicitation and negotiations between the Contractor and Vendor.

Embedded Software - means one or more software applications which permanently reside on a computing device.

Machine Code - means microcode, basic input/output system code, utility programs, device drivers, diagnostics, and another code delivered with a computing device for the purpose of enabling the function of the computing device, as stated in its published specifications.

(revised March 2013)

ATTACHMENT A – WSCA-NASPO Terms and Conditions

WSCA-NASPO Master Agreement Terms and Conditions

1. AGREEMENT ORDER OF PRECEDENCE:
The Master Agreement shall consist of the following documents:
1. A Participating Entity's Participating Addendum ("PA");
2. WSCA-NASPO Master Agreement Terms and Conditions;
3. The Statement of Work;
4. The Solicitation; and
5. Contractor's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor quotation/sales order or in similar documents subsequently provided by the Contractor.

2. AMENDMENTS The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA-NASPO Contract Administrator.

3. ASSIGNMENT/SUBCONTRACT Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA-NASPO Contract Administrator.

4. CANCELLATION Unless otherwise stated in the special terms and conditions, any Master Agreement may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its

participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contractor default may be immediate.

5. CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF

5.1 Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing the Product under this Master Agreement, be exposed to or acquire information that is confidential to Participating Entity or Participating Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, and (c) information concerning individuals, is confidential information of Participating Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by Contractor) publicly known; (b) is furnished by Participating Entity to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than Participating Entity without the obligation of confidentiality, (e) is disclosed with the written consent of Participating Entity or; (f) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

5.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement to Participating Entity hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Participating Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Participating Entity immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and Contractor shall at its expense cooperate with Participating Entity in seeking injunctive or other equitable relief in the name of Participating Entity or Contractor against any such person. Except as directed by Participating Entity, Contractor will not at any time

during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Participating Entity's request, Contractor shall turn over to Participating Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.
5.3 Injunctive Relief. Contractor acknowledges that breach of this Section, including disclosure of any Confidential Information, will cause irreparable injury to Participating Entity that is inadequately compensable in damages. Accordingly, Participating Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Participating Entity and are reasonable in scope and content.

6. DEBARMENT The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

7. DEFAULTS & REMEDIES
a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

i. Nonperformance of contractual requirements; or
ii. A material breach of any term or condition of this Master Agreement; or
iii. Any representation or warranty by Contractor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
v. Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its

obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

i. Exercise any remedy provided by law; and
ii. Terminate this Master Agreement and any related Contracts or portions thereof; and
iii. Impose liquidated damages as provided in this Master Agreement; and
iv. Suspend Contractor from receiving future bid solicitations; and
v. Suspend Contractor's performance; and
vi. Withhold payment until the default is remedied.

d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum.

8. DELIVERY Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Participating State agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

9. FORCE MAJEURE Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. WSCA-NASPO may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

10.GOVERNING LAW This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the state sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreement(s) shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreement(s) or the effect of an Participating Addendum shall be in the Purchasing Entity's State.

11. INDEMNIFICATION The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the

performance under the Master Agreement. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement

12. INDEMNIFICATION - INTELLECTUAL PROPERTY The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable ("Indemnified Party") from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim"). The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless:
(1) the Product, system or method is:
(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;
(b) specified by the Contractor to work with the Product; or
(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
(2) it would be reasonably expected to use the Product in combination with such product, system or method.

The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

13. INDEPENDENT CONTRACTOR The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not

to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.

14. INDIVIDUAL CUSTOMER Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Participating Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Participating Entity individually.

15. INSURANCE Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:
a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than $1 million per occurrence/$2 million general aggregate;
b) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Contractor.

Prior to commencement of the work, Contractor shall provide to the Participating Entity a written endorsement to the Contractor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contractor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be

furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at State's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement.

16. LAWS AND REGULATIONS Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

17. LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY Contractor grants to the Participating Entity a nonexclusive, perpetual, royalty-free, irrevocable, unlimited license to publish, translate, reproduce, modify, deliver, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Participating Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

18. NO WAIVER OF SOVEREIGN IMMUNITY In no event shall this Master Agreement, any Participating Addendum or any contract or any purchase order issued thereunder, or any act of a Lead State or a Participating Entity, be a waiver by the Participating Entity of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the Participating State. This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

19. ORDER NUMBERS Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

20. PARTICIPANTS WSCA-NASPO is the cooperative purchasing arm of the National Association of State Procurement Officials. It is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (e.g.,

colleges, school districts, counties, cities, etc.,) for all 50 states, the District of Columbia and the organized US territories. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.

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23. PUBLIC INFORMATION This Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.

24. RECORDS ADMINISTRATION AND AUDIT The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this Master Agreement. These records will be retained by the contractor for at least four years after the Master Agreement terminates, or until all audits initiated within the four years have been completed, whichever is later. The contractor agrees to allow WSCA-NASPO, State and Federal auditors, and state agency staff access to all the records of this Master Agreement and any order placed under this Master Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

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26. STANDARD OF PERFORMANCE AND ACCEPTANCE The Standard of Performance applies to all Product(s) purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Participating Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in the solicitation or the Participating Addendum, starting from the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the Standard of Performance during the initial period of Acceptance Testing, Participating Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the Standard of Performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the Standard of Performance issue(s). If after the cure period, the Product still has not met the Standard of Performance Participating Entity may, at its option: (1) declare Contractor to be in breach and terminate the Order; (2) demand replacement Product from Contractor at no additional cost to Participating Entity; or, (3) continue the cure period for an additional time period agreed upon by the Participating Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be accepted and no charges shall be paid until the Standard of Performance is met. The warranty period will begin upon Acceptance.

27. SYSTEM FAILURE OR DAMAGE In the event of system failure or damage caused by the Contractor or its Product, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

28. TITLE OF PRODUCT Upon Acceptance by the Participating Entity, Contractor shall convey to Participating Entity title to the Product free and clear of all liens, encumbrances, or other security interests.Transfer of title to the Product shall include an irrevocable and perpetual license to use the Embedded Software in the Product. If Participating Entity subsequently transfers title of the Product to another entity, Participating Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Participating Entity or Participating Entity's transferee.

29. WAIVER OF BREACH Failure of Lead State or Participating Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement or Participating Addendum.

30. WARRANTY The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Participating Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Participating Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

See Attachment D - Vendor RFP Response for warranty details.

31. ASSIGNMENT OF ANTITRUST RIGHTS Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

Contractor shall require any subcontractors hired to perform any of Contractor's obligations, under this Master Agreement or Participating Addendum, to irrevocably assign to a Participating Entity, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Master Agreement or Participating Addendum, including, at a

Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

32. **WSCA-NASPO eMARKET CENTER** Awarded responders are required to participate in the WSCA-NASPO eMarket Center and, working through WSCA-NASPO's contractor (SciQuest), connect with the eMarket Center. The ideal situation would be to use either a hosted (by SciQuest) or Punchout Level 2 catalog configurations, but actual requirements will be determined by the Lead State Contract Administrator, WSCA-NASPO, WSCA-NASPO's contractor (SciQuest) and the awarded contractor, after award. Participation does not require an awarded responder to have any special level of technology or technological understanding.

Definitions

Acceptance - means a written notice from a purchasing entity to contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the product, unless the Purchasing Entity provides a written notice of rejection to contractor.

Acceptance Testing - means the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.

Contractor - means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Intellectual Property - means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State - means the State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States.

Master Agreement - means the underlying agreement executed by and between the Lead State, as WSCA-NASPO contract administrator, acting on behalf of WSCA-NASPO, and the Contractor, as now or hereafter amended.

Order - means any purchase order, sales order, or other document used by a Participating Entity to order the Products.

Participating Addendum - means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements ,e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity - means a state, or other legal entity, properly authorized by a state to enter into the Master Agreement or Participating Addendum or who is authorized to order under the Master Agreement or Participating Addendum.

Product - Any equipment, software (including embedded software), documentation, or deliverable supplied or created by the Contractor pursuant to this Master Agreement.

WSCA-NASPO -is a cooperative group contracting consortium for state procurement officials, representing departments, institutions, agencies, and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for all states and the District of Columbia. WSCA-NASPO is a cooperative purchasing arm of the National Association of State Procurement Officials (NASPO).

Additional Definitions and Alternative Terms for Consideration

Below are additional definitions and alternative terms for consideration by the sourcing teams depending upon the nature of the solicitation and negotiations between the Contractor and Vendor.

Embedded Software - means one or more software applications which permanently reside on a computing device.

Machine Code - means microcode, basic input/output system code, utility programs, device drivers, diagnostics, and another code delivered with a computing device for the purpose of enabling the function of the computing device, as stated in its published specifications.

(revised March 2013)

ATTACHMENT B:

SHORETEL STATEMENT OF WORK

Categories authorized under this contract:

5.3.0 UNIFIED COMMUNICATIONS (UC) — A set of products that provides a consistent unified user interface and user experience across multiple devices and media types. Unified Communications that is able to provide services such as session management, voice, video, messaging, mobility, and web conferencing. It can provide the foundation for advanced unified communications capabilities of IM and presence-based services and extends telephony features and capabilities to packet telephony network devices such as IP phones, media processing devices, Voice over IP (VoIP) gateways, and multimedia applications. Additional services, such as unified messaging, multimedia conferencing, collaborative contact centers, and interactive multimedia response systems, are made possible through open telephony APIs. General UC solution capabilities should include:

High Availability for Call Processing

Hardware Platform High Availability

Network Connectivity High Availability

Call Processing Redundancy

5.3.0.1 IP Telephony — Solutions utilized to provide the delivery of the telephony application (for example, call setup and teardown, and telephony features) over IP, instead of using circuit-switched or other modalities. Capabilities should include:

Support for analog, digital, and IP endpoints

Centralized Management

Provide basic hunt group and call queuing capabilities

Flexibility to configure queue depth and hold time, play unique announcements and Music on Hold (MoH), log in and log out users from a queue and basic queue statistics (from the phone

E911 Support

5.3.0.2 Instant messaging/ Presence — Solutions that allow communication over the Internet that offers quick transmission of text-based messages from sender to receiver. In push mode between two or more people using personal computers or other devices, along with shared clients, instant messaging basically offers real-time direct written language-based online chat. Instant messaging may also provide video calling, file sharing, PC-to-PC voice calling and PC-to-regular-phone calling.

5.3.0.3 Unified messaging — Integration of different electronic messaging and communications media (e-mail, SMS, Fax, voicemail, video messaging, etc.) technologies into a single interface, accessible from a variety of different devices.

Ability to access and manage voice messages in a variety of ways, using email inbox, Web browser, desktop client, VoIP phone, or mobile phone

Visual Voicemail Support (Optional)

5.3.0.4 Contact Center — A computer-based system that provides call and contact routing for high-volume telephony transactions, with specialist answering "agent" stations and a sophisticated real-time contact management system. The definition includes all contact center systems that provide inbound contact

handling capabilities and automatic contact distribution, combined with a high degree of sophistication in terms of dynamic contact traffic management.

5.3.0.5 Communications End Points and Applications

Attendant Consoles

IP Phones

5.3.0.6 UC Network Management — Provides end-to-end service management for Unified Communications. Capabilities include testing, performance monitoring, configuration management, and business intelligence reporting.

5.3.0.7 Collaboration — Voice, video, and web conferencing; messaging; mobile applications; and enterprise social software.

5.3.0.8 Collaborative Video — A set of immersive video technologies that enable people to feel or appear as if they were present in a location that they are not physically in. Immersive video consists of a multiple codec video system, where each meeting attendee uses an immersive video room to "dial in" and can see/talk to every other member on a screen (or screens) as if they were in the same room and provides call control that enables intelligent video bandwidth management.

5.3.0.8.1 Content Delivery Systems (CDS) — A large distributed system of servers deployed in multiple data centers connected by the Internet. The purpose of the content delivery system is to serve content to end-users with high availability and high performance. CDSs serve content over the Internet, including web objects (text, graphics, URLs, and scripts), downloadable objects (media files, software, documents), applications (e-commerce, portals), live streaming media, on-demand streaming media, and social networks.

5.3.0.8.2 Physical Security — Technology utilized to restricting physical access by unauthorized people to controlled facilities. Technologies include:

a. Access control systems

b. Detection/Identification systems, such as surveillance systems, closed circuit television cameras, or IP camera networks and the associated monitoring systems.

c. Response systems such as alert systems, desktop monitoring systems, radios, mobile phones, IP phones, and digital signage

d. Building and energy controls

STATE OF UTAH CONTRACT NUMBER – AR627

Attachment C – Pricing
Solicitation Number JP14001
WSCA-NASPO Data Communications RFP

Vendor Name: **ShoreTel**

RFP Product Categories:	**Minimum Discount Percentage:**
5.3.0 UNIFIED COMMUNICATIONS (UC)	**Discount % 35**

Current ShoreTel Inc. pricing sheets, approved by the State of Utah, can be found at the following web link:

SHORETEL PRICING SHEETS CLICK HERE

IMPORTANT: The minimum discount percentage listed in this attachment is for general informational purposes only and may not apply to every line item authorized under this contract. For specific item pricing, please refer to the contract price list weblink provided in this document.

Vendors are required to post state specific pricing on their hosted website or through the WSCA-NASPO eMarket center as required by solicitation JP14001, in addition to the vendor pricing sheets approved and hosted by the State of Utah's master contract summary sheet. The State of Utah vendor pricing sheets will serve as the approved base price and do not include any applicable state specific administrative fees. State specific pricing, hosted on the vendor website or WSCA-NASPO eMarketcenter may reflect authorized state specific administrative fees. No other fees are authorized under this contract. Pricing audits may be conducted at any time by the State of Utah, WSCA-NASPO, or 3rd party audit provider to ensure accurate pricing.

Per Solicitation JP14001, the following pricing/product requirements and instructions apply:

1.11 Pricing Structure

Pricing Structure: Pricing for the WSCA-NASPO Master Agreements shall be based on the Percent Discount off the current global MSRP Schedule applicable to United States customers.

1.12 Price Guarantee Period

Price Guarantee Period: The Data Communication Provider's Discount rate shall remain in effect for the term of the WSCA-NASPO Master Price Agreement.

1.13 Price Escalation

Equipment, Supplies and Services: Data Communications provider may update the pricing on their MSRP price list one time every year after the first year of the original contract term. The WSCA-NASPO Contract Administrator will review a documented request for a Price Schedule price list adjustment only after the Price Guarantee Period.

1.14 Price Reductions

In the event of a price decrease in any category of product at any time during the contract in a Provider's Price Schedule, including renewal options, the WSCA-NASPO Contract Administrator shall be notified immediately. All Price Schedule price reductions shall be effective upon the notification provided to the WSCA-NASPO Master Agreement Administrator.

1.20 WSCA Administrative Fee

The Contracted Supplier must pay a WSCA-NASPO administrative fee of one quarter of one percent (.025%) in accordance with the terms and conditions of the contract. The WSCA-NASPO administrative fee shall be submitted quarterly and is based on the actual sales of all products and services in conjunction with your quarterly reports. The WSCA-NASPO administrative fee must be included when determining the pricing offered. The WSCA-NASPO administrative fee is not negotiable and shall not be added as a separate line item on an invoice.

Additionally, some WSCA-NASPO participating entities may require that an administrative fee be paid directly to the WSCA-NASPO participating entity on purchases made by purchasing entities within that State. For all such requests, the fee percentage, payment method and payment schedule for the participating entity's administrative fee will be incorporated in the Participating Addendum. Data Communications Provider will be held harmless, and may adjust (increase) the WSCA-NASPO Master Agreement pricing by the fee percentage for that participating entity accordingly for purchases made by purchasing entities within the jurisdiction of the State. All such agreements may not affect the WSCA-NASPO fee or the prices paid by the purchasing entities outside the jurisdiction of the participating entities requesting the additional fee.

5.3.2 ADDING PRODUCTS

The ability to add new equipment and services is for the convenience and benefit of WSCA-NASPO, the Participating States, and all the Authorized Purchasers. The intent of this process is to promote "one-stop shopping" and convenience for the customers and equally important, to make the contract flexible in keeping up with rapid technological advances. The option to add new product or service categories and/items will expedite the delivery and implementation of new technology solutions for the benefit of the Authorized Purchasers.

After the contracts are awarded, additional IT product categories and/or items may be added per the request of the Contractor, a Participating State, an Authorized Purchaser or WSCA-NASPO. Additions may be ad hoc and temporary in nature or permanent. All additions to an awarded Contractor or Manufacturer's offerings must be products, services, software, or solutions that are commercially available at the time they are added to the contract award and fall within the original scope and intent of the RFP (i.e., converged technologies, value adds to manufacturer's solution offerings, etc.).

5.3.2.1 New Product from Contractors — If Contractor, a Participating State, an Authorized Purchaser or WSCA-NASPO itself requests to add new product categories permanently, then all awarded Contractors (Manufacturers) will be notified of the proposed change and will have the opportunity to work with WSCA to determine applicability, introduction, etc. Any new products or services must be reviewed and approved by the WSCA-NASPO Contract Administrator.

5.3.2.2 Ad Hoc Product Additions — A request for an ad hoc, temporary addition of a product category/item must be submitted to WSCA-NAPOS via the governmental entity's contracting/purchasing officer. Ad hoc, temporary requests will be handled on a case-by-case basis.

5.3.2.3 Pricelist Updates — As part of each Contractor's ongoing updates to its pricelists throughout the contract term, Contractor can add new SKUs to its awarded product categories that may have been developed in-house or obtained through mergers, acquisitions or joint ventures; provided, however, that such new SKUs fall within the Contractor's awarded product categories.

Consent **1. G.**

Regular City Council Meeting

Meeting Date: 09/23/2019
TITLE: Donation of Personal Property
PRESENTED BY: Andy Zoeller, Finance Director
Department: City Hall Administration
Presentation: No

PROBLEM/ISSUE STATEMENT

The Billings Fire Department is now in possession of newer CPR mannequins and would like to donate the outdated equipment to the Billings Career Center, which has an up and coming EMT program.

The donation would include 2 full-sized adult mannequins, 9 adult upper half mannequins, 10 adult torsos, 2 infant mannequins, 1 toddler mannequin and one CPR moulage kit.

The Career Center students will be able to put this equipment to use, rather than the BFD continuing to store the items, or destroying them and adding to the landfill.

ALTERNATIVES ANALYZED

City Council may:

- Approve the donation of this equipment to the Billings Career Center, or;
- Disapprove the donation and the Fire Department will seek other means of disposal.

FINANCIAL IMPACT

The original equipment was donated to the Fire Department by Billings Clinic. This donation to the Billings Career Center has no financial impact for the City.

RECOMMENDATION

Staff recommends Council approve the donation of this equipment to the Billings Career Center.

APPROVED BY CITY ADMINISTRATOR

Consent **1. H.**

Regular City Council Meeting

Meeting Date: 09/23/2019
TITLE: Cable Franchise Extension Agreement
PRESENTED BY: Brent Brooks, City Attorney
Department: Legal
Presentation: No

PROBLEM/ISSUE STATEMENT

The City and Bresnan Communications, LLC (known as Charter Communications) are negotiating a renewal of the current cable television franchise agreement that will replace the agreement that expired July 9, 2017. That agreement has been extended by the Council several times to allow continued negotiations and finalization of a franchise renewal with Charter. There have been several exchanges of proposed draft agreements since the last extension in April 2018. Mayor Cole, Staff and the Community Channel 7 General Manager have met several times and have discussed the franchise renewal terms with a Charter representative from Helena. Mayor Cole and Staff have been refining the remaining unresolved items, and with concurrence from Charter, is recommending an shorter extension of the current franchise to allow the parties to complete the details on new terms for the next agreement.

ALTERNATIVES ANALYZED

City Council may:

- Approve the extension, or;
- Disapprove the extension, allowing the current agreement to lapse.

FINANCIAL IMPACT

The franchise fee is expected to produce about $1,420,349 in revenue for the City of Billings for Fiscal Year 2020.

RECOMMENDATION

Staff recommends that the City Council approve the Resolution extending the current Bresnan/Charter franchise agreement term through January 14, 2020.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution Extending Charter Franchise

RESOLUTION 19-_____

A RESOLUTION OF THE CITY COUNCIL OF BILLINGS, MONTANA EXTENDING A CABLE FRANCHISE AGREEMENT WITH BRESNAN COMMUNICATIONS, LLC

WHEREAS, Bresnan Communications, LLC ("Charter") currently holds a cable franchise with the City of Billings, granted by Ordinance ("Franchise"), on June 9, 2008; and

WHEREAS, Charter's Franchise with the City of Billings originally expired on July 9, 2017, but has been extended by City Council approval to October 9, 2017, December 18, 2017, June 4, 2018, and October 9, 2018, as City staff and Charter representatives continue to work on a revised franchise renewal agreement

WHEREAS, Charter filed a request for renewal of the Franchise under Section 626 of the Cable Act, and Charter and the City of Billings are engaged in ongoing renewal negotiations in accordance with Section 626(h) of the Cable Act; and

WHEREAS, the parties continue to reserve all rights under the formal procedures of Section 626 of the Cable Act and do not waive any rights related thereto; and

WHEREAS, it is in the public interest to extend the current Franchise for an additional period of time so that cable service to the public will not be interrupted; and

WHEREAS, the parties intend and agree that all provisions of the current Franchise as described and approved in Resolution 13-19291 and the Transfer Agreement, both dated June 24, 2013, should remain in full force and effect during the extension period provided below.

NOW, THEREFORE, the City Council of the City of Billings, Montana, does hereby resolve that the Charter Franchise shall be extended until and through January 14, 2020, to allow finalization of a revised franchise renewal agreement; and

FURTHER, RESOLVES that execution of this extension shall not constitute a waiver of the City of Billings or Charter's respective rights regarding the Franchise, and that Charter shall not be required to send another request for renewal of the Franchise under Section 626 as a result of this Extension.

APPROVED AND PASSED by the City Council of the City of Billings, this 23rd day of September, 2019.

CITY OF BILLINGS

By: _____
William A. Cole, Mayor

ATTEST:

By: _____
Denise R. Bohlman, City Clerk

APPROVED AS TO FORM:

_____
Brent Brooks, City Attorney

ACCEPTED this _____day of _____, 2019.
Bresnan Communications, LLC
l/k/a Charter Communications
By: _____
Name/Title: _____

Consent **1. I.**

Regular City Council Meeting

Meeting Date: 09/23/2019

TITLE: Amended Lot 1, Block 1, Bishop Fox Subdivision Preliminary Plat Extension Request

PRESENTED BY: Monica Plecker

Department: Planning & Community Services

Presentation: No

PROBLEM/ISSUE STATEMENT

On August 23, 2019, CTA submitted a request for an extension to the preliminary plat of Amended Lot 1, Bock 1, Bishop Fox Subdivision. They are requesting an additional two years be added to the preliminary plat approval of the minor subdivision. The subdivision was preliminarily approved on January 23, 2017 and will expire on January 23, 2020. The two year extension requested would extend the expiration date out to January 23, 2022. This subdivision is located on the northeast corner of the intersection of 54th Street West and Grand Avenue. The property is zoned Community Commercial and is proposed for commercial development. The property also has been through a Special Review approval process to allow a drive-thru pharmacy as part of planned future Albertson's grocery store.

ALTERNATIVES ANALYZED

The materials for the extension request were sent out to different divisions within the City to obtain comments or concerns with the extension request. City Fire, Engineering, Public Works, Legal and Planning all reviewed the request and there were no concerns with the requested extension. All divisions responded supporting the request for a two year extension.

The City Council may, Approve, or Disapprove the request for extension. Disapproval would require City Council to review and make their own determinations using the extension criteria attached to this staff report.

FINANCIAL IMPACT

This extension request will have no direct financial impact on the Planning Division.

RECOMMENDATION

City Staff recommends approval of the requested extension to the preliminary plat of Amended Lot 1, Block 1, Bishop Fox Subdivision.

APPROVED BY CITY ADMINISTRATOR

Attachments

Extension Request
Preliminary Plat Extension Review Criteria
Preliminarily Approved Plat
Conditions of approval

PIONEERING ENVIRONMENTS

August 23, 2019

City of Billings
Planning Division
Attn: Mr. Dave Green
2825 3rd Avenue North
Billings, MT 59101

RE: Preliminary Plat Extension: Amended Lot 1, Block 1 Bishop Fox Subdivision

Dear Mr. Green,

The purpose of this letter is to request a two year extension to the approved preliminary plat. The extension is required to facilitate the Owner's construction plans. Water and sewer service stubs have been installed (summer/fall 2017) to the subdivision satisfying one of the conditions in the subdivision improvements agreement (SIA).

On January 23, 2017, the Billings City Council conditionally approved the preliminary plat of Amended Lot 1, Block 1, Bishop Fox Subdivision. The preliminary plat approval is currently set to expire on January 23, 2020.

The requested two year extension would revise the expiration date to January 23, 2022.

The following has been provided with this letter for your review:

- Preliminary Plat (11x17)
- SIA

Please let us know, if you require any additional information.

Sincerely,

CTA ARCHITECTS ENGINEERS

Ron Isackson, PE

cc: CTA File -

P2-16-0020 1

RECEIVED
AUG 26 2019
PLANNING & COMMUNITY SERVICES DEPARTMENT

I:\absbmt\0337store\docs\5_team\5.2_civil\preliminary plat extension\1_20190823_submittal_cover letter.docx

411 East Main Street • Suite 101 • Bozeman, Montana 59715 • 406. 556. 7100 • Fax: 406. 585. 3031
http://www.ctagroup.com E-mail: info@ctagroup.com

Preliminary Plat Approval Extension Request—Review Criteria

Amended Lot 1, Block 1, Bishop Fox Subdivision

When considering a request for an extension of the preliminary plat approval period, the City Council may use the following criteria to evaluate the request. Below each criterion, staff has provided some information for Council to consider.

1. *Changes to the subdivision regulations since the original approval and whether the subdivision as originally approved is essentially compliant with the new regulations;*

   The preliminary plat for Amended Lot 1, Block 1, Bishop Fox Subdivision was conditionally approved in January 23, 2017. Since that time, only minor changes to the City Subdivision Regulations have been made, and none of the amendments will cause this proposal to be out of compliance.

2. *Progress to date in completing the subdivision as a whole and any phases;*

   The proposed subdivision is for commercial development. The property owner has participated in installation of utilities in Grand Avenue during the installation of the traffic signal at Grand Avenue and 54th Street West. With this installation of infrustructure, the applicant has met a large requirement for the subdivision and ensured they will not need to cut into a new section of road.

3. *Phasing of the subdivision and the ability for the existing development to operate without the delayed development;*

   The subdivider has not proposed to phase this subdivision but to create all the lots at final plat. They will be working to install the needed infrastructure within the subdivision to have lots ready for sale to commercial developers.

4. *Dependence of infrastructure development on the subdivision;*

   Infrastructure has been installed within the public right of way for the subdivision and has been stubbed into the site. Internal infrastructure still needs to be installed. Delay of the subdivision should not have a negative impact on infrastructure development needs.

5. *Duration of the requested extension;*

   The subdivider has requested an additional two years. The requested delay will give them time to develop the internal infrastructure and provide lots to interested businesses for the area.

6. *Demonstrated ability of the subdivider to complete the subdivision.*

   Commercial developments can have some different factors that will have an effect on the ability to complete a subdivision. One of the main issues is the demand for commercial property to develop and from businesses wishing to build in the area. The economy drives a lot of the commercial development and that can be unpredicable. They have indicated that it is their intention to develop on the land as soon as they are able to do so.

7. *Such other factors or criteria as deemed material in the discretion of the governing body.*

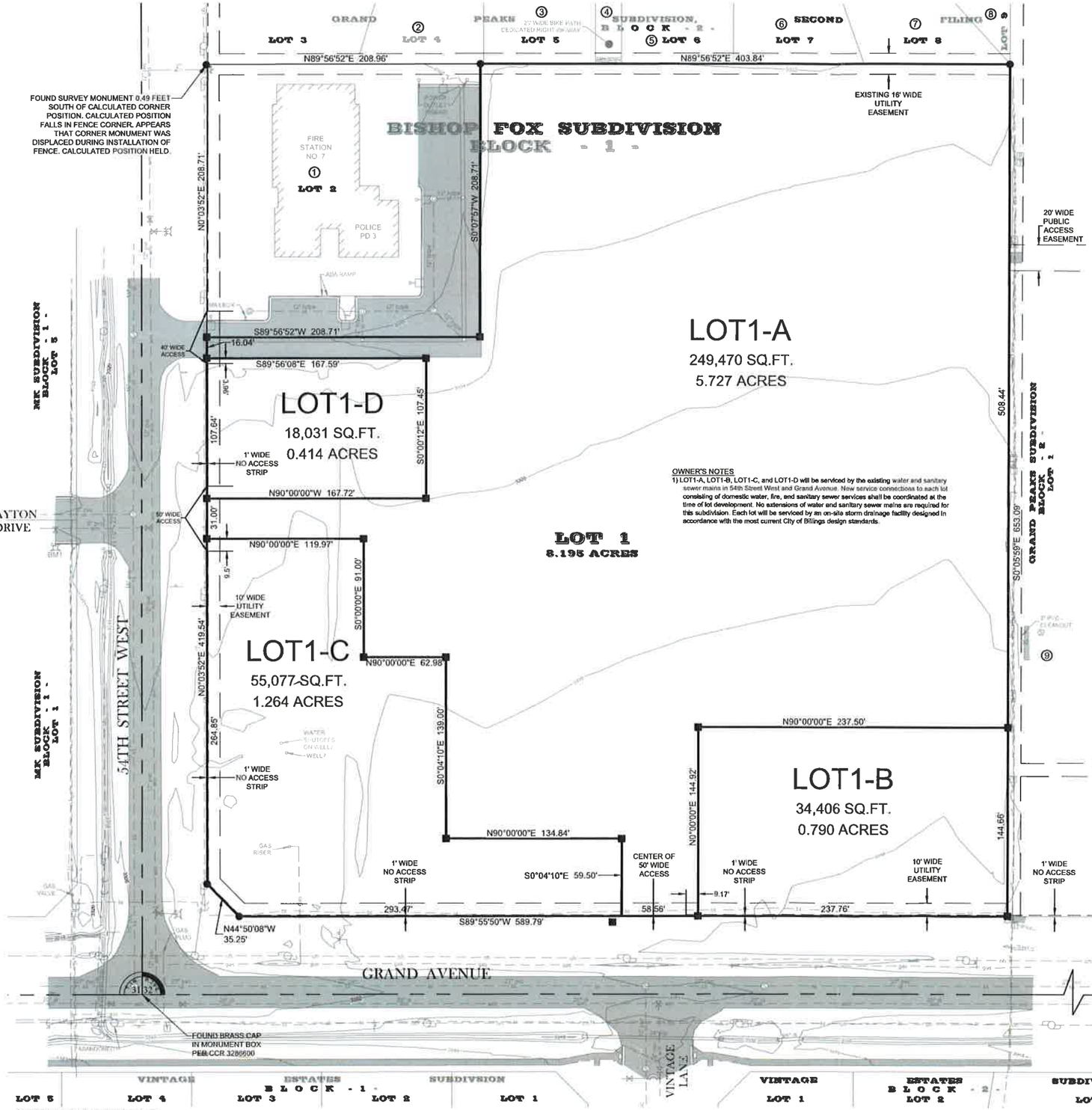
PRELIMINARY PLAT OF

AMENDED PLAT OF LOT1, BLOCK 1

BISHOP FOX SUBDIVISION

BEING A SUBDIVISION OF LOT 1, BLOCK 1 OF BISHOP FOX SUBDIVISION IN THE SOUTHWEST ONE-QUARTER OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 25 EAST, P.M.,M., CITY OF BILLINGS, COUNTY OF YELLOWSTONE, STATE OF MONTANA.

CTA



LEGEND

- SANITARY SEWER MANHOLE
- STORM DRAIN OPEN GRATE
- WATER VALVE
- FIRE HYDRANT
- WATER SHUTOFF
- FOUND PROPERTY CORNER AS NOTED
- SET 5/8" X 24" REBAR WITH 2" ALUM. CAP "18019"
- LIGHT POLE - ONE LIGHT AND DIRECTION
- UTILITY POLE
- GUYWIRE
- TRANSFORMER
- POWER PEDESTAL
- TELEPHONE OR TELEVISION PEDESTAL
- IRRIGATION CONTROL VALVE
- SINGLE POLE SIGN
- DOUBLE POLE SIGN
- CONCRETE
- ASPHALT
- ss — SANITARY SEWER LINE
- st — STORM DRAIN LINE
- wm — WATER LINE
- oh — OVERHEAD UTILITY LINE
- gas — UNDERGROUND GAS
- bt — UNDERGROUND TELEPHONE OR FIBER OPTIC
- tv — UNDERGROUND TELEVISION
- BUILDING
- PROPERTY BOUNDARY - SUBJECT
- PROPERTY BOUNDARY - ADJACENT

OWNER/SUBDIVIDER
BISHOP FOX COMPANY, A MONTANA NON-PROFIT CORPORATION

ENGINEER/SURVEYOR
CTA ARCHITECTS ENGINEERS

PLAT PREPARED
NOVEMBER 2016

BASIS OF BEARINGS
OPUS Derived Geodetic North at BM1
Lat. N 45° 47' 06.06496"
Long. W 108° 39' 10.58342"
NAD_83(2011)(EPOCH:2010.0000)

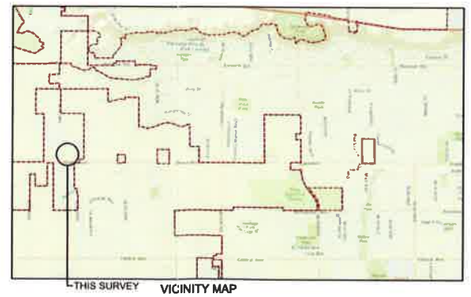
GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

SITE DATA
NUMBER OF LOTS: 4
MAXIMUM LOT AREA: 5.727 ACRES
MINIMUM LOT AREA: 0.414 ACRES
AREA OF PARKLAND : 0 SQ.FT.
LINEAR FEET OF STREETS: 0 FT.
NET ACREAGE OF LAND TO BE SUBDIVIDED: 8.195 ACRES
GROSS ACREAGE OF LAND TO BE SUBDIVIDED: 8.195 ACRES
EXISTING ZONING: CC - COMMUNITY COMMERCIAL
PROPOSED ZONING: CC - COMMUNITY COMMERCIAL
EXISTING LAND USE: AGRICULTURAL
PROPOSED LAND USE: SHOPPING CENTER

ADJOINING PROPERTY OWNERS

1. CITY OF BILLINGS - PO BOX 1178, BILLINGS, MT 59103
2. CORY SITTNER - 5338 S. CASTLE STONE SQ., BILLINGS, MT 59106
3. BRIAN AND MICHELLE ROSS - 5326 S. CASTLE STONE SQ., BILLINGS, MT 59106
4. CITY OF BILLINGS - PO BOX 1178, BILLINGS, MT 59103
5. JACOB AND REBECCA RIESINGER - 5314 S. CASTLE STONE SQ., BILLINGS, MT 59106
6. JOSHUA AND HEATHER JOHNS - 5308 S. CASTLE STONE SQ., BILLINGS, MT 59106
7. MARK AND ERIN REGELE - 5302 S. CASTLE STONE SQ., BILLINGS, MT 59106
8. CITY OF BILLINGS - PO BOX 1178, BILLINGS, MT 59106
9. J & S DEVELOPMENT CO. - 1664 S. CASTLE STONE SQ., BILLINGS, MT 59106



VICINITY MAP

AMENDED PLAT OF LOT 1, BLOCK 1
BISHOP FOX SUBDIVISION
CITY OF BILLINGS, STATE OF MONTANA

© 2016 | ALL RIGHTS RESERVED

PRINCIPAL MERIDIAN
MONTANA
YELLOWSTONE COUNTY

¼	Sec.	T.	R.
	32	1N	25E

FOR: BISHOP FOX CO.

12.5.2016
DRAWN BY | GSB
REVISIONS

PRELIMINARY PLAT OF AMENDED PLAT OF LOT 1, BLOCK 1, BISHOP FOX SUBDIVISION

CITY OF BILLINGS
THOMAS W. HANEL, MAYOR
P.O. BOX 1178
BILLINGS, MONTANA 59103
(406) 657-8296
FAX (406) 657-8390

January 23, 2017

Bishop Fox Company
Attn: Ted Lovec
1241 Crawford Drive
Billings, MT 59102

Dear Property Owner:

On January 23, 2017, the Billings City Council conditionally approved the preliminary plat of Amended Lot 1, Block 1, Bishop Fox Subdivision, subject to the following conditions of approval:

1. To ensure correct installation of infrastructure associated with this subdivision, prior to final plat approval the applicant will meet the conditions the Engineering Division has provided related to water, sewer and storm drainage in Attachment 'Engineering Conditions.' The subdivider will work with the Engineering Division to ensure compliance with all current requirements of the City of Billings for water, sewer and storm drainage.

2. To ensure correct installation of street improvements associated with this subdivision, prior to final plat approval the applicant will meet the conditions the Engineering Division has provided related to street improvements in Attachment 'Engineering Conditions.' The subdivider will work with the Engineering Division to ensure compliance with all current requirements of the City of Billings for water, sewer and storm drainage.

3. To ensure correct installation of the required sidewalks around the perimeter of and within the propose subdivision, prior to final plat approval the applicant will meet the conditions the Engineering Division has provided related to sidewalk installation in Attachment 'Engineering Conditions.' The subdivider will work with the Engineering Division to ensure compliance with all current requirements of the City of Billings for sidewalk improvements.

4. To ensure installation of the required traffic control devises for traffic flow leaving the development and to address impacts to intersections identified within the Traffic Impact Study, prior to final plat approval the applicant will meet the

conditions the Engineering Division has provided related to sidewalk installation in Attachment 'Engineering Conditions.' The subdivider will work with the Engineering Division to ensure compliance with all current requirements of the City of Billings for Traffic Control Devices.

5. To ensure correct installation of needed fire suppression infrastructure, prior to final plat approval the applicant will work with the City of Billings Fire Department to properly locate needed fire hydrants and suppression systems throughout the subdivision.

6. To minimize the effects on local services, prior to final plat approval the subdivider will provide a letter from the United States Postal Service acknowledging its agreement with the placement of mail delivery facilities in the subdivision.

7. To ensure the provision of easements for utilities, prior to final plat approval the subdivider shall provide utility easements on the final plat as requested by the private utility companies.

8. 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.

9. 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.

Engineering Division Conditions:
The Engineering Division has reviewed the preliminary plat for Bishop Fox Subdivision, Amended Lot 1 Block 1, and offers the following comments and conditions of preliminary plat approval:

1. Within the SIA Section III. A. Streets, the cash contribution for Grand Avenue and 54th Street West must include a half width of 20 feet of asphalt given credit for existing widths, curb and gutter plus the cost for design and construction administration. A cash contribution for the sidewalk must be made unless constructed as part of the development.
2. Section III.A.—Streets. This development will be responsible for the full cost of design & construction for the widening necessary to implement a SB left turn lane on 54th Street West at the access opposite Payton Drive. The required widening should be primarily north of Payton Drive as the City project installing the traffic signal at Grand & 54th will be constructing the widening to the south of Payton. Construction of SB left turn lane must be done with development of Lot 1-A.

3. Section III. B. Sidewalks. The development of Lot 1-A will require pedestrian connections to the north and to the east aligned with the existing R/W & easement respectively, platted with the adjacent lots. The connection to the north shall extend all the way to Castle Stone Square. At the time of development of each individual lot, sidewalks providing ADA accessible pedestrian connections from the public sidewalks along 54th St W and Grand Ave shall be constructed connecting the public sidewalks to the primary buildings on each lot.
4. Section III. D. Traffic Control Devices. Change language to read *The Subdivider shall furnish and install all traffic controls as identified during the Traffic Impact Study review process and as may be required by the City Traffic Engineer to comply with MUTCD, City Ordinances, and City traffic control policies.*

5. Section III. D. Traffic Control Devices.
   b. The SIA needs to include the following monetary contributions for off-site intersection improvements. These must be payable at time of final plat, or prior to issuance of any building permit.

Intersection	Amount
Rimrock & 54th	$5,750.00
Grand & 56th	$6,500.00
Grand & 62nd	$6,500.00
Grand & 48th	$7,750.00
Grand & 54th	$19,250.00

6. Section III. F. Access.
   a. Suggested re-wording: Direct access from 54th Street West and from Grand Avenue to the lots is prohibited, except for two 50-foot wide breaks in the no-access easement as shown on the plat. The allowed access to 54th Street West shall be aligned with Payton Drive, and the access to Grand Avenue shall be aligned with Vintage Lane. The existing 40-foot wide access shared with the fire station (Lot 2) shall remain. The City reserves the right to restrict left turn egress from the Grand Avenue access opposite Vintage Lane. All new approaches shall be built in conformance with City of Billings standards and specifications.
   b. A blanket reciprocal access easement allowing internal traffic flow between all of the lots in the subdivision is required, and should either be identified in the SIA or filed as a separate document concurrently with the final plat.
   c. The 1-foot no access easements need to extend into the lot a minimum of 100 feet from the property line on 54th & on Grand. Side access to the adjacent lots will not be allowed in this area.
   d. A 1-foot no access easement will be platted along the entire north line of Lot 1-D.

7. Section V—Storm Drainage. Add language in SIA acknowledging that piped public storm drain mains are not available in this area, but that the Waiver includes possible future participation in an area wide storm drain SID.

8. Section VI.—Utilities. Any required water or sanitary sewer services for this property must be constructed prior to construction of WO 16-09 or in conjunction with WO 16-09. The cost of design, construction, and construction administration shall be the responsibility of the subdivision. WO 16-09 is anticipated to be constructed Spring/Summer 2017.

9. Minor wording changes hereafter shall be made in the SIA and documents, as requested by the City Engineer's Office and Planning Office, to clarify the documents and bring them into the standard, acceptable format.

10. The final subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, Billings Municipal City Code, and Rules, Regulations, Policies, and Ordinances of the City of Billings, and the Laws and Administrative Rules of the State of Montana.

Should you have any questions regarding these Engineering items, please feel free to contact Chris Hertz, at (406) 657-3095 or by email at hertzc@ci.billings.mt.us.

If you have overall questions regarding this preliminary plat, please contact Dave Green at (406) 247-8666 or by email at greend@ci.billings.mt.us.

Sincerely,

Thomas W. Hanel

Thomas W. Hanel, Mayor

Pc: CTA Archtects Engineers, Attn: Ron Isackson

SUBDIVISION IMPROVEMENTS AGREEMENT

Amended Plat of Lot 1, Block 1 of Bishop Fox Subdivision

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(City of Billings)

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SUBDIVISION IMPROVEMENTS AGREEMENT

Amended Plat of Lot 1, Block 1 of Bishop Fox Subdivision

This agreement is made and entered into this ____ day of _____, 20__, by and between *(Subdivider)*, whose address for the purpose of this agreement is **ADDRESS**, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the plat of *Amended Plat of Lot 1, Block 1 of Bishop Fox Subdivision*, located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on 23rd day of January, 2017, the City Council conditionally approved a preliminary plat of *Amended Plat of Lot 1, Block 1 of Bishop Fox Subdivision*; and

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

WHEREAS, the provisions of this agreement shall be effective and applicable to *Amended Plat of Lot 1, Block 1 of Bishop Fox Subdivision* upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. Upon filing the final plat, the property described in the final plat shall automatically be released from liability under the Subdivision Improvements Agreement for the Plat of Bishop Fox Subdivision filed July 29, 2015, under Document #3342211, in the records of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

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

I. VARIANCES

No variances are being requested for this subdivision.

II. CONDITIONS THAT RUN WITH THE LAND

A. Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and

gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.

C. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction. Refer to the geotechnical survey prepared for the Bishop Fox Major Subdivision. Additional geotechnical surveys will be required at the time each individual lot is developed.

D. No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.

E. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.

F. The subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution and Prevention Plan (SWPPP) filed with the city and the Montana Department of Environmental Quality (MDEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by MDEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.

G. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

H. According to FEMA FIRM Map # 30111C1245E, the site is located in Zone X, otherwise known areas determined to be outside the 0.2% annual chance floodplain.

III. TRANSPORTATION

A. Streets

The *Amended Plat of Lot 1, Block 1 of Bishop Fox Subdivision* is adjacent to Grand Avenue and 54th Street West, each having a 120' and 100' right-of-ways, respectively. Both Grand Avenue and 54th Street have an approximate asphalt width of 24'.

A cash contribution for Grand Avenue and 54th Street West must include a half width of 20 feet of asphalt given credit for existing widths, curb and gutter plus the cost for design and construction administration. A cash contribution for the sidewalk must be made unless constructed as part of the development.

The development shall be responsible for the full cost of design and construction for the widening necessary to implement a southbound (SB) left turn lane on 54th Street West at the access opposite Payton Drive and a westbound (WB) right turn lane on Grand Avenue at the access opposite Vintage Lane. The required widening for the SB left turn lane should be primarily north of Payton Drive and as the City project installing the traffic signal at Grand Avenue and 54th Street West will be constructing the widening to the south of Payton. Construction of SB left turn lane and WB right turn lane must be done with development of Lot 1-A.

All public street improvements shall be in accordance with the Traffic Impact Study, TIS, prepared specifically for this minor subdivision.

B. Sidewalks

Improvements and/or contributions to sidewalks shall be in accordance with the above Section III. A. Handicap ramps shall be installed in accordance with current City of Billings construction standards and specifications at all driveway entrances into the subdivision.

The development of Lot 1-A will require pedestrian connections to the north and to the east aligned with the existing R/W & easement respectively, platted with the adjacent lots. The connection to the north shall extend all the way to Castle Stone Square. At the time of development of each individual lot, sidewalks providing ADA accessible pedestrian connections from the public sidewalks along 54th St W and Grand Ave shall be constructed connecting the public sidewalks to the primary buildings on each lot.

C. Street Lighting
Construction or installation of street lights is not required, but is included in the waiver.

D. Traffic Control Devices
The Subdivider shall furnish and install all traffic controls as identified during the Traffic Impact Study review process and as may be required by the City Traffic Engineer to comply with MUTCD, City Ordinances, and City traffic control policies.

The following monetary contributions for off-site intersection traffic control shall be payable at time of final plat, or prior to issuance of any building permit:

Intersection	Amount
Rimrock & 54th	$5,750.00
Grand & 56th	$6,500.00
Grand & 62nd	$6,500.00
Grand & 48th	$7,750.00
Grand & 54th	$19,250.00

E. Access
Direct access from 54th Street West and from Grand Avenue to the lots is prohibited, except for two 50-foot wide breaks in the no-access easement as shown on the plat. The allowed access to 54th Street West shall be aligned with Payton Drive, and the access to Grand Avenue shall be aligned with Vintage Lane. The existing 40-foot wide access shared with the fire station (Lot 2) shall remain. The City reserves the right to restrict left turn egress from the Grand Avenue access opposite Vintage Lane. All new approaches shall be built in conformance with City of Billings standards and specifications.

All lots within Ammended Plat Lot 1, Block 1 of Bishop Fox Subdivision shall have a blanket reciprocal access easement between them.

F. Billings Area Bikeway and Trail Master Plan
A short range bike trail along 54th Street is shown on the master plan. There will be no bike trails built within and/or as a part of this subdivision.

IV. EMERGENCY SERVICE

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

At a minimum, the following is required:

• An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along the approved route.

• The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of twenty (20) feet wide.

• An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.

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

V. STORM DRAINAGE

Piped public storm drain mains are not available in this area. However, the West End Master Plan does recommend a future storm drain main for Grand Avenue. When a storm drain is extended, the Owner will be allowed the opportunity to connect by providing a proportionate cost share to the City. The proportionate cost would be based on the amount of flows leaving the subdivision and the capacity of the Grand Avenue storm drain main.

All drainage improvements shall comply with the provisions set forth in Chapter 28, BMCC, and the Stormwater Management Manual in place at the time of development. Each parcel within the subdivision shall complete and submit a stormwater management plan to the Engineering Division for review and approval at the time of development.

VI. UTILITIES

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

The Developer/Owner acknowledges that the subdivision shall be subject to the applicable System Development and Franchise Fees in effect at the time new water and/or sanitary sewer service connections are made. The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc) shall be in accordance with design standards, specifications, rules, regulations of and as approved by the City of Billings Public Works Department, Fire Department and the Montana Department of Environmental Quality.

Any required water or sanitary sewer services for this property must be constructed prior to construction of WO 16-09 or in conjunction with WO 16-09. The cost of design, construction, and construction administration shall be the responsibility of the subdivision. WO 16-09 is anticipated to be constructed Spring/Summer 2017.

A. Water

Water is provided by the City of Billings. There is an existing 12" water main in 54th Street and a 20" water main in Grand Avenue. No new water main extensions are required for this subdivision. Domestic and fire services are proposed to be stubbed to each individual lot. All new domestic water and fire services will be installed and constructed in accordance with the most current City of Billings construction standards and specifications.

B. Sanitary Sewer

Sanitary Sewer is provided by the City of Billings. There is an existing 15" sanitary sewer main in 54th Street and a 27" sanitary sewer main in Grand Avenue. No new sanitary sewer main extensions are required for this subdivision. Sanitary sewer services are proposed to be stubbed to each individual lot. All new sanitary sewer services will be installed and constructed in accordance with the most current City of Billings construction standards and specifications.

C. Power, Telephone, Gas, and Cable Television

Existing dry utility easements are locate adjacent to the subdivision. Individual parcel owners shall make application for connection at the time of site development.

VII. PARKS/OPEN SPACE

There is no parkland requirement for the *Amended Plat of Lot 1, Block 1 of Bishop Fox Subdivision*.

VIII. IRRIGATION

There are no Irrigation Districts affected by the proposed development. Any existing ditches will remain in-place.

IX. SOILS/GEOTECHNICAL STUDY

A geotechnical report was submitted and accepted as a part of the underlying Bishop Fox Subdivision. Each individual parcel shall submit a Soils/Geotechnical Study to the Building Department at the time of site development. The study shall be prepared by a qualified Geotechnical Engineer, licensed in the State of Montana.

X. PHASING OF IMPROVEMENTS

Not Applicable to this subdivision.

XI. FINANCIAL GUARANTEES

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

XII. LEGAL PROVISIONS

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

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

C. The covenants, agreements, and all statements in this Agreement apply to and shall be binding on the heirs, personal representatives, successors and assigns of the respective parties.

D. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.

E. Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

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

"SUBDIVIDER" *Bishop Fox Company*

_____

STATE OF MONTANA)
: ss
County of Yellowstone)

On this _____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____ _____, known to me to be the _____ of *Bishop Fox Company*, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

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

This agreement is hereby approved and accepted by the City of Billings, this ____ day of _____, 20__.

"CITY"
CITY OF BILLINGS
MONTANA

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

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

Waiver of Right to Protest

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

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

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

Amended Plat of Lot 1, Block 1 of Bishop Fox Subdivision

Signed and dated this _____ day of _____, 20___.

Bishop Fox Company

_____

STATE OF MONTANA)
: ss
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be *Subdivider/Owner Name*, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

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

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

AG 3810504
04/07/2017 11:51 AM Pages: 1 of 5 Fees: 35.00
Jeff Martin Clerk & Recorder, Yellowstone MT

Return to:
City Clerk
City of Billings
PO Box 1178
Billings, MT 59103

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this 21 day of March, 2017, by and between ALBERTSON'S LLC, a Delaware limited liability company, 250 Parkcenter Boulevard, P.O. Box 20, Boise, Idaho 83126, Attn: Legal Department/Real Estate, hereinafter referred to as "DEVELOPER," and THE CITY OF BILLINGS, MONTANA, a municipal corporation, c/o City Hall, 210 North 27th Street, Billings, Montana, 59101, hereinafter referred to as the "CITY."

WHEREAS, DEVELOPER is (or will be) the owner of certain real property situated in Yellowstone County, Montana, more particularly described as follows:

Lot 1, Block 1, Bishop Fox Subdivision, in the City of Billings, Yellowstone County, Montana hereinafter referred to as "Developer Tract".

WHEREAS, DEVELOPER has submitted to the City a Subdivision Plat to the City; and

WHEREAS, DEVELOPER desires to develop Developer Tract; and

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

1. *Sanitary Sewer.* The Developer Tract will be served by an existing sanitary sewer main in 54th Street West and Grand Avenue. DEVELOPER will be responsible for connecting to the sanitary sewer system in conjunction with WO 16-09 Grand Avenue Project. The City will bid and construct the sanitary sewer connections with WO 16-09. DEVELOPER will be required to pay a cash contribution for the actual cost of construction of the sanitary sewer connections.

2. *Water.* The Developer Tract will be served by an existing water main in 54th Street West and Grand Avenue. DEVELOPER will be responsible for connecting to the water main in conjunction with WO 16-09 Grand Avenue Project. The City will bid and construct the water connections with WO 16-09. DEVELOPER will be required to pay a cash contribution for the actual cost of construction of the water connections.

3. *Payment.* The project (WO 16-09) will be bid on March 21, 2017. DEVELOPER'S cash contribution for the estimated cost of the water and sanitary sewer connections is required to be submitted to CITY by March 31, 2017. If DEVELOPER'S cash contribution is not made, CITY will not issue notice to proceed for water and sanitary sewer connections. The water and sanitary sewer connections are estimated to cost $212,268.40 pursuant to the Engineer's Opinion of Probable Cost for the project, "Additive Alternate 1 - Bishop Fox Subdivision Sewer and Water Services," dated March 16, 2017. Any change order increasing the price of such connections must be approved by DEVELOPER prior to proceeding. Once the project is complete, all construction costs associated with water and sanitary sewer connections will be reconciled. Such reconciliation will include the CITY providing DEVELOPER copies of all invoices, bills and other documentation reasonably required to substantiate the costs of the project directly related to the water and sanitary sewer connections. If there is a price increase due to approved change order(s), DEVELOPER will reimburse CITY the difference. If there is a price decrease for any reason, CITY will reimburse DEVELOPER the difference.

4. *Compliance.* Nothing herein shall be deemed to exempt the Developer Tract from compliance with any current or future City laws, rules, regulations, or policies that are applicable to the development, redevelopment, or use of the subject property.

5. *Runs with Land.* The covenants, agreements, and all statements in this Agreement and in the incorporated shall run with the land and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties. Upon completion of the project, the parties will record a termination and release of this Development Agreement.

6. *Attorney's Fees.* In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs, including those fees and costs of in-house counsel.

AG 3810504
04/07/2017 11:51 AM Pages: 3 of 5 Fees: 35.00
Jeff Martin Clerk & Recorder, Yellowstone MT

7. *Amendments and Modifications.* Any amendments or modifications of this Agreement shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

[signatures on the following pages]

AG 3810504
04/07/2017 11:51 AM Pages: 4 of 5 Fees: 35.00
Jeff Martin Clerk & Recorder, Yellowstone MT

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

"DEVELOPER"

ALBERTSON'S LLC, a Delaware limited liability company

JPL

By: Bradley R. Beckstrom

Title: Authorized Signatory

State of Idaho)
):
County of Ada)

On this 27th day of March, 2017, before me, a Notary Public for the State of Idaho, personally appeared Bradley R. Beckstrom known to me to be the Authorized Signatory of Albertson's LLC, a Delaware limited liability company, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

KAYLA DAWSON NOTARY PUBLIC STATE OF IDAHO

(Notary Signature)
Printed Name: Kayla Dawson
Residing in Boise, ID
My Commission expires: 12/14/2022

AG 3810504
04/07/2017 11:51 AM Pages: 5 of 5 Fees: 35.00
Jeff Martin Clerk & Recorder, Yellowstone MT

This Agreement is hereby approved and accepted by City of Billings, this 27th day of March, 2017.

"CITY"

CITY OF BILLINGS, MONTANA

CITY OF BILLINGS * YELLOWSTONE COUNTY, MONTANA * SEAL

By Thomas W. Hanel
Mayor

Attest: Denise R. Bohlman
City Clerk

State of Montana)
):
County of Yellowstone

On this 6th day of April, 2017, before me, a Notary Public for the State of ~~Idaho~~ Montana personally appeared Thomas W. Hanel known to me to be the Mayor of City of Billings, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

WYNNETTE J. MADDOX NOTARIAL SEAL STATE OF MONTANA

WYNNETTE J. MADDOX
NOTARY PUBLIC for the
State of Montana
Residing at Shepherd, Montana
My Commission Expires
September 16, 2018

Wynnette J. Maddox
(Notary Signature)
Printed Name: Wynnette J Maddox
Residing in Shepherd MT
My Commission expires: 9-16-2018

Consent **1. J.**

Regular City Council Meeting

Meeting Date: 09/23/2019

TITLE: Silver Creek Estates Amended Subdivision - Final Minor Plat

PRESENTED BY: Monica Plecker

Department: Planning & Community Services

Presentation: No

PROBLEM/ISSUE STATEMENT

On August 23, 2019, KLJ, agent for Boyer Land, LLC, applied for Final Minor plat approval for Silver Creek Estates Amended Subdivision. The proposed subdivision replats existing lots by creating 1 lot from 53 residential lots. The subject property is generally located on the east side of 50th Street West and south of Rimrock Road. The property is zoned Residential 7000, (R-70), and Residential 6000 (R-60). The land is vacant at this time. Staff has reviewed the application and determined that the proposed plat has met all the conditions of approval and is forwarding a recommendation of final approval to the City Council. Upon City Council approval, these documents are appropriate as to form for filing with the Clerk and Recorder.

ALTERNATIVES ANALYZED

The City Council may approve or disapprove the final plat of Silver Creek Estates Amended Subdivision. If the City Council chooses to deny the final plat, it must base the denial on the criteria outlined in Section 76-3-611, MCA, and Section 23-307, BMCC.

FINANCIAL IMPACT

Final plat of Silver Creek Estates Amended Subdivision will have no direct financial impact on the Planning Division.

RECOMMENDATION

Staff recommends the City Council approve the final plat and SIA of Silver Creek Estates Amended Subdivision.

APPROVED BY CITY ADMINISTRATOR

Attachments

SIA
Final Plat - Page 1
Final Plat - Page 2

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS

Silver Creek Estates, Amended

(City of Billings, Montana)

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SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS
Silver Creek Estates, Amended

This agreement is made and entered into this _____ day of _____, 20____, by and between **BOYER LAND, LLC**, whose address for the purpose of this agreement is 2810 Central Avenue, Unit C, Billings, MT 59102, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, at a regular meeting conducted on _____ day of _____, 20____, the Board of Planning recommended conditional approval of a preliminary plat of Silver Creek Estates, Amended; and

WHEREAS, at a regular meeting conducted on _____ day of _____, 20____, the City Council conditionally approved a preliminary plat of Silver Creek Estates, Amended; and

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

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

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

I. VARIANCES

A. No variances from the City Subdivision Regulations are requested or contemplated for this subdivision.

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

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

B. Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.

C. A geotechnical report was prepared by Rimrock Engineering in February 2014 that studied and made recommendations for the construction of Silver Creek Estates. Additional evaluation and clarification was provided in a letter from Rimrock Engineering on April 27, 2015 related to foundation construction adjacent to storm water detention ponds. Copies of the geotechnical report may be obtained from the City Building Division.

D. No water rights are transferred to the lot owners within this subdivision. Irrigation ditches existing on the perimeter of the subdivision are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall only be altered by Subdivider or subsequent owners to construct the following improvements: Storm water discharge pipe(s) into the High Ditch based on an existing agreement with the ditch company; trail/sidewalk crossing with ditch culverts; minor grading to re-shape, clean or maintain ditch if needed and related erosion control measures.

E. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.

F. Lot owners should be aware that Best Management Practices for stormwater control are required for new construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

G. Ditch easements as shown on the plat for the High Ditch shall be kept free of structures, including fences. The easement shall also be kept free of yard waste, grass clippings, and other debris.

H. Lot owners should be aware that the High Ditch and the Cove Ditch are natural drainage ways and may overtop in large storm events. Precaution should be taken to protect properties abutting these ditches.

III. TRANSPORTATION

A. Silver Creek Estates, Amended is being platted in order to consolidate all lots and vacate all right-of-ways within the subdivision area. This subdivision is to provide one resulting lot that can be subdivided in the future with a new lot layout and roads.

B. Streets

1. **Silver Creek Trail and Gold Creek Trail:** Portions of Silver Creek Trail within the subdivision will be vacated. However, the portion of Silver Creek Trail that fronts the subdivision but is located outside of the subdivision, as well as the portion of Gold Creek Trail that fronts the subdivision, will remain. Portions of both streets that front the subdivision that are not yet constructed, will be

constructed within existing 56-foot wide right-of-ways using standard curb and gutter and full-width pavement (34 feet back of curb to back of curb).

2. **50th Street West** is currently undeveloped and planned to be a local street. It is to be located within a 56-foot right-of-way centered on the west line of the southeast quarter of Section 32, Township 1 North, Range 25 East. A 28-foot half width was dedicated for this right-of-way with prior filing of Silver Creek Estates. The east half of 50th Street West and a portion of the pavement on the west half, for a total pavement width of 30 feet, shall be constructed from the intersection of 50th Street West and Gold Creek Trail to the north boundary line of the subdivision. The Subdivider shall construct this portion of road to grade with a satisfactory sub-base, base course, standard curb and gutter, asphalt surface and tapers as needed. Subdivider shall enter an agreement with the City to waive the right to protest creation of a Special Improvement District to construct the east half of 50th Street West from the intersection of 50th Street West and the Gold Greek Trail to the south boundary of the subdivision.
3. **Cove Avenue:** Cove Avenue is located outside of the subdivision and fronts the north side of Silver Creek Estates. Cove Avenue only exists as a right-of-way at this time, with no improvements and is not planned for construction at this time. It may be constructed in the future with a standard width of 34-feet back of curb to back of curb, standard curb and gutters and standard boulevard sidewalks. Construction of the south half of Cove Avenue is included in a Waiver of Right to Protest creation of a Special Improvement District that was created with Silver Creek Estates, and is also included in the Waiver of Right to Protest creation of a Special Improvement District created for Silver Creek Estates, Amended. This is to promulgate the same requirements to the amended plat.

C. Sidewalks

Sidewalks along the lot frontage with Gold Creek Trail and Silver Creek Trail shall be installed at the time of home construction. Sidewalk shall be 5-foot wide with a 5-foot wide boulevard between the walk and curb.

D. Street Lighting

Construction or installation of street lights within the public right-of-ways is not required now, but street lights are included in the Waiver of Right to Protest to provide for future installation if needed. A maintenance district for street lights will be formed in the future, if required.

E. Traffic Control Devices

The Subdivider shall furnish and install all necessary traffic control devises in accordance with the plans and specification submitted to and approved by the City Engineering Division.

F. Access

The lot will be accessed by Silver Creek Trail, Gold Creek Trail and 50th Street West.

G. Heritage Trail Plan

No trails are planned within the subdivision.

H. Public Transit

The subdivision does not require improvements to provide public transit service.

IV. EMERGENCY SERVICE

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

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along the approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of twenty (20) feet wide.
- An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

Any roads extending beyond 150' in length that ends in a dead end shall have an approved turn around at its termination.

V. STORM DRAINAGE

No stormwater infrastructure is proposed with this subdivision. When the single lot created with this subdivision is re-subdivided the Subdivider will be required to construct stormwater infrastructure in accordance with the provisions of the *Stormwater Management Manual* and Section 23-706, BMCC.

VI. UTILITIES

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

It is acknowledged that the properties subject to this Subdivision Improvements Agreement shall be subject to the appropriate water and wastewater local and interior construction fees in effect at the time of payment. Fees shall be paid for the lots in each phase as applied for in the extension application and as per the first paragraph above.

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

It is acknowledged that all fees stated above are subject to the Franchise Fee in effect at the time of payment.

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

A. Water

The subdivision will be served by existing water mains stubbed out near the subdivision's east boundary in Gold Creek Trail and Silver Creek Trail. No water main extensions are proposed with this subdivision.

B. Sanitary Sewer

The subdivision will be served by an existing sewer main stub-out near the east subdivision boundary, in Silver Creek Trail and an existing sewer main in the 50th Street West right-of-way, adjacent to the west boundary of the subdivision. No sewer main extensions are proposed with this subdivision.

C. Power, Telephone, Gas, and Cable Television

All telephone, gas, electrical, power, and cable television lines shall be the responsibility of Subdivider. Any line located within public right-of-way shall be subject to approval of the City Engineering Division. All easements required for the location of these utilities are as shown on the plat.

VII. PARKS/OPEN SPACE

No park land creation is required with this development.

VIII. IRRIGATION

The Cove Ditch located north of the subdivision and the High Ditch running along the south side of the subdivision are for the irrigation service to other properties. These ditches shall remain in place and shall not be altered by the Subdivider or subsequent owners, except as identified in this agreement or otherwise approved by ditch owners. Existing ditch easements shall be preserved. No structures, including fences shall be erected within the ditch easements shown on the plat, and the easement area should be kept free of yard waste, grass clippings, and other debris

IX. SOILS/GEOTECHNICAL STUDY

A geotechnical report was prepared by Rimrock Engineering in February 2014 that studied and made recommendations for the construction of Silver Creek Estates Subdivision. Additional evaluation and clarification was provided in a letter from Rimrock Engineering on April 27, 2015 related to foundation construction adjacent to storm water detention ponds. Copies of the geotechnical report may be obtained from the City Building Division office.

X. PHASING OF IMPROVEMENTS

No phasing is proposed with Silver Creek Estates, Amended.

XI. FINANCIAL GUARANTEES

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

XII. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

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

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

C. The covenants, agreements, and all statements in this Agreement apply to and shall be binding on the heirs, personal representatives, successors and assigns of the respective parties.

D. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.

E. Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

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

"SUBDIVIDER" *Boyer Land, LLC*

By: Laura Boyer

Its: Secretary

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 28th day of August, 2019, before me, a Notary Public in and for the State of Montana, personally appeared Laura Boyer, known to me to be the Secretary of Boyer Land, LLC, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

DARRYL E. MAGNUSON NOTARIAL SEAL STATE OF MONTANA

DARRYL E. MAGNUSON
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
May 18, 2020

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

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

"CITY" CITY OF BILLINGS MONTANA

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

On this _____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

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

Waiver of Right to Protest

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

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

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

Lots 19-36, Block1, Lots 1-12, Block 3 and all of Block 4, Silver Creek Estates, Located in the Northeast Quarter of Section 32, Township 1 North, Range 25 East, P.M.M.

"SUBDIVIDER" Boyer Land, LLC

By: Laura Boyer

It's: Secretary

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 28th day of August, 2019, before me, a Notary Public in and for the State of Montana, personally appeared Laura Boyer, known to me to be the Secretary of ***Boyer Land, LLC***, who executed the foregoing instrument and acknowledged to me that he executed the same.

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

DARRYL E. MAGNUSON NOTARIAL SEAL STATE OF MONTANA

DARRYL E. MAGNUSON
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
May 18, 2020

Darryl E. Magnuson

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

PLAT OF

SILVER CREEK ESTATES, AMENDED

BEING LOTS 19 - 36, BLOCK 1, LOTS 1 - 12, BLOCK 3, AND ALL OF BLOCK 4, SILVER CREEK ESTATES
LOCATED IN THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 25 EAST, P.M.M.
YELLOWSTONE COUNTY, MONTANA
PREPARED FOR : BOYER LAND, LLC
MAY, 2019

CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
:ss
County of Yellowstone)

The undersigned, a Land Surveyor licensed in the State of Montana, states that during the month of March, 2015, a survey was performed under his supervision of a tract of land to be known as SILVER CREEK ESTATES, AMENDED, in accordance with the request of the owner thereof and in conformance with the Montana Subdivision and Platting Act; said subdivision, description of boundaries and dimensions being in accordance with the Certificate of Dedication and as shown on the annexed plat; that the monuments found and set are of the character and occupy the positions shown hereon and that the gross area is 27.4231 acres and the net area is 27.4231 acres.

Note:
New property corner monuments will be set after final construction of streets and utilities.

KLJ, INC.

By: _____

Montana License No. _____

Date: _____

CERTIFICATE OF DEDICATION

STATE OF MONTANA)
:ss
County of Yellowstone)

KNOW ALL MEN BY THESE PRESENTS: That BOYER LAND, LLC, the owner of the following described tract of land, does hereby certify that it has caused to be surveyed, subdivided and platted into lots, blocks and streets as shown on the annexed plat, said tract being situated in the NE 1/4 of Section 32, T. 1 N., R. 25 E., P.M.M., in the City of Billings, Yellowstone County, Montana; said tract being more particularly described as follows, to-wit:

LOTS 19 - 36, BLOCK 1, LOTS 1 - 12, BLOCK 3, AND ALL OF BLOCK 4, SILVER CREEK ESTATES
according to the official plat on file in the Office of the Clerk & Recorder of Yellowstone County, Montana, under Document No. 3749073.

Pursuant to Section 76-3-621, M.C.A., the park requirements for this subdivision have been met by filing of original plat of SILVER CREEK ESTATES, Document No. 3749073.

The undersigned hereby grants unto the public, Said tract to be known and designated as SILVER CREEK ESTATES, AMENDED, all the lands included in all streets and avenues as shown on the annexed plat are hereby granted and donated to the use of the public forever.

BOYER LAND, LLC, a Montana Corporation

By: _____ Title: _____

STATE OF MONTANA)
:ss
County of Yellowstone)

On this _____ day of _____ , 20__ , before me, the undersigned Notary Public for the State of Montana, personally appeared ___ _____ , known to me to be the person who signed the foregoing instrument as _____ of BOYER LAND, LLC, a Montana corporation, and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

_____
Notary Public in and for the State Montana

CERTIFICATE OF CITY COUNCIL APPROVAL

STATE OF MONTANA)
:ss
County of Yellowstone)

We hereby certify that we have examined the annexed and foregoing PLAT OF SILVER CREEK ESTATES, AMENDED, and find that said plat conforms with the requirements of the laws of the State of Montana, and the requirements of The Yellowstone County Board of Planning. It is therefore approved and the dedication to public use of any and all lands shown on this plat as being dedicated to such use are accepted.

IN WITNESS WHEREOF, we have set our hands and the seal of the CITY OF BILLINGS, MONTANA, this _____ day of _____ , 20_____ .

CITY OF BILLINGS, MONTANA

By: _____
Mayor

Attest: _____
City Clerk

CERTIFICATE OF COUNTY TREASURER

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

Date: _____
Yellowstone County Treasurer

By: _____
Deputy

CERTIFICATE OF CITY ATTORNEY

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

Date: _____

Reviewed by: _____

CERTIFICATE OF CITY ENGINEER'S OFFICE

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

76-4-127 (3) A division of land that is exempt from the Montana Subdivision and Platting Act review under 76-3-203 or 76-3-207(1)(a), (1)(b), (1)(d), (1)(e), or (1)(f) qualifies for an exemption under [76-4-125(1)(d)] if the governing body, as defined in 76-3-103, sends a notice of certification under subsection (2) to the reviewing authority stating that adequate storm water drainage and adequate municipal facilities will be provided for the division.

76-3-207 (1)(f) aggregation of parcels or lots when a certificate of survey or subdivision plat shows that the boundaries of the original parcels have been eliminated and the boundaries of a larger aggregate parcel are established. A restriction or requirement on the original platted lot or original unplatted parcel continues to apply to those areas.

IN WITNESS WHEREOF, I have executed this CERTIFICATE OF APPROVAL
this ___ day of _____, 20__.

_____
City Engineer's Office

NOTICE OF APPROVAL

STATE OF MONTANA)
:ss
County of Yellowstone)

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

_____ _____
Date President

_____
Executive Secretary

ERRORS AND OMISSIONS REVIEW

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

_____ _____
Examining Land Surveyor Date

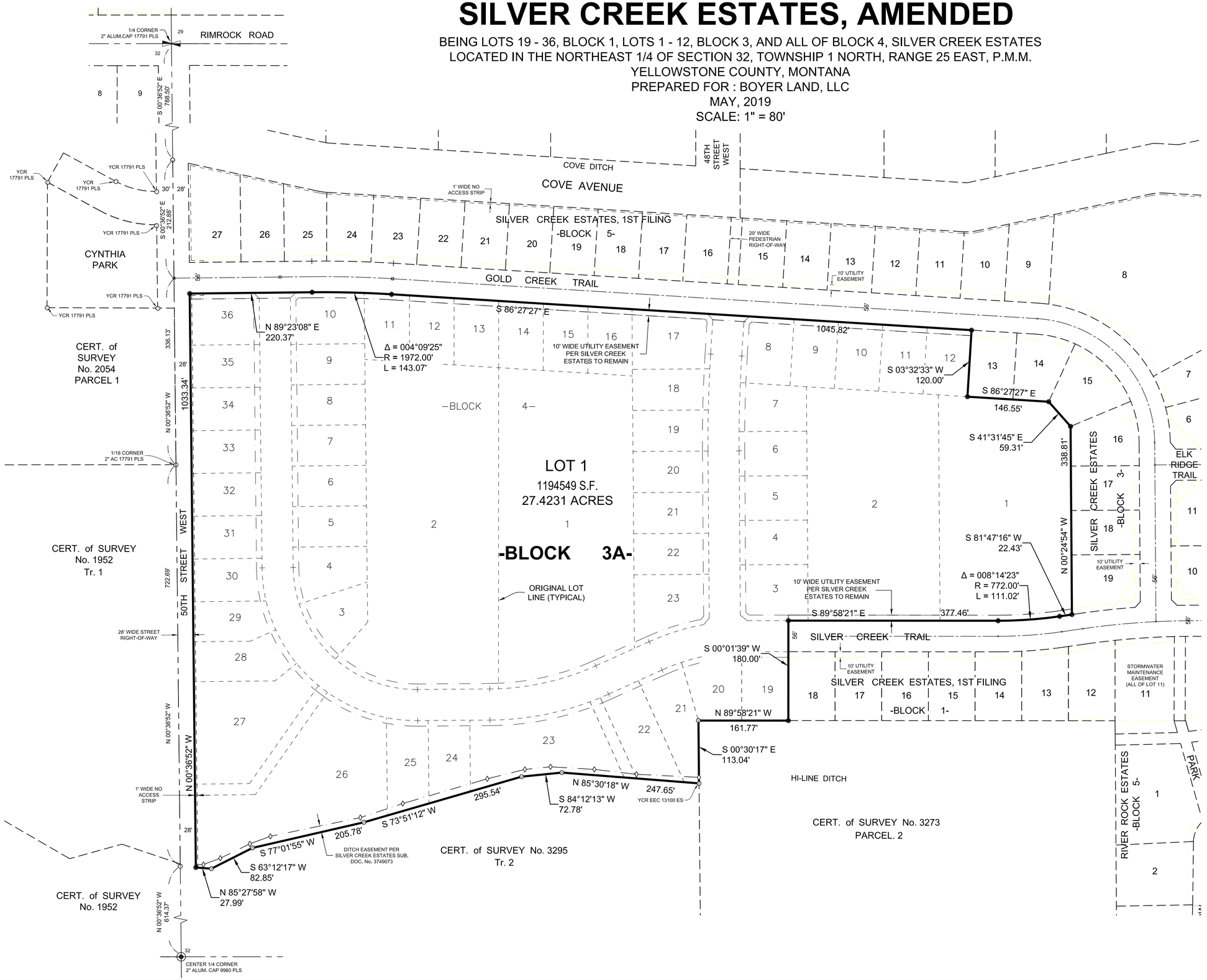
SHEET 1 of 2

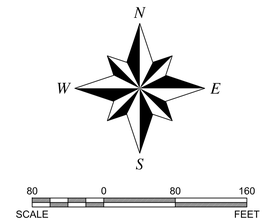
© KLJ 2017

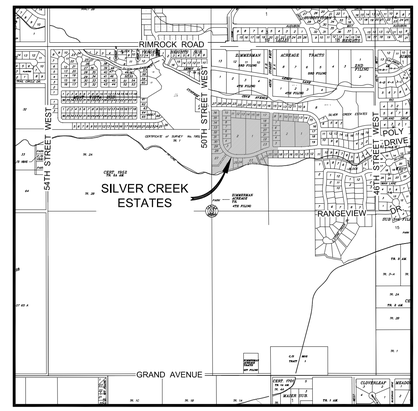
PLAT OF

SILVER CREEK ESTATES, AMENDED

BEING LOTS 19 - 36, BLOCK 1, LOTS 1 - 12, BLOCK 3, AND ALL OF BLOCK 4, SILVER CREEK ESTATES
LOCATED IN THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 25 EAST, P.M.M.
YELLOWSTONE COUNTY, MONTANA
PREPARED FOR : BOYER LAND, LLC
MAY, 2019
SCALE: 1" = 80'







VICINITY MAP

BASIS OF BEARINGS:

GEODETIC NORTH DETERMINED AT THE SOUTHWEST CORNER OF SECTION 32, T. 1 N., R. 25 E., P.M.M. WHICH IS A 2-1/2 INCH BRASS CAP IN A MONUMENT BOX AT THE INTERSECTION OF GRAND AVENUE AND 54TH STREET WEST AND IS LOCATED AT LATITUDE 45°47'02.67960"N, LONGITUDE 108°39'09.64736"W, NAD83(2011) (EPOCH 2010.0000).

BEARINGS SHOWN ARE GRID BEARINGS AND HAVE NOT BEEN ADJUSTED FOR CONVERGENCE.

DISTANCES SHOWN ARE GROUND DISTANCES.

LEGEND

- = FOUND 1/4 CORNER
- = FOUND CENTER 1/4 CORNER
- = FOUND SURVEY CAPPED REBAR MONUMENT MARKED 17791 PLS, OR AS NOTED
- = SET SURVEY YELLOW CAPPED REBAR MONUMENT MARKED KLJ 17791 PLS
- = SET 5/8" X 18" REBAR AND CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "KLJ", UNLESS OTHERWISE NOTED
- ◊ = COMPUTED POSITION NO MONUMENT SET

BASIS OF BEARINGS:

GEODETIC NORTH DETERMINED AT THE SOUTHWEST CORNER OF SECTION 32, T. 1 N., R. 25 E., P.M.M. WHICH IS A 2-1/2 INCH BRASS CAP IN A MONUMENT BOX AT THE INTERSECTION OF GRAND AVENUE AND 54TH STREET WEST AND IS LOCATED AT LATITUDE 45°47'02.67960"N, LONGITUDE 108°39'09.64736"W, NAD83(2011) (EPOCH 2010.0000).

BEARINGS SHOWN ARE GRID BEARINGS AND HAVE NOT BEEN ADJUSTED FOR CONVERGENCE.

DISTANCES SHOWN ARE GROUND DISTANCES.

Jun 24, 2019 - 1:08pm - \\blgs-panz01\data\Operations\InProgress\BlgsInProgress2\P\Private\MT\City\Billings\2617159 Silver Creek Estates Ph.2\Cadd\Model files\Silver Creek 1st Amended Plat.dwg

© KLJ 2019

Consent **1. K.**

Regular City Council Meeting

Meeting Date: 09/23/2019

TITLE: Silver Creek Estates Subdivision, 2nd Filing - Final Major Plat

PRESENTED BY: Monica Plecker

Department: Planning & Community Services

Presentation: No

PROBLEM/ISSUE STATEMENT

On August 28, 2019, KLJ, agent for Boyer Land, LLC, applied for Final Major plat approval for Silver Creek Estates Subdivision, 2nd Filing. The proposed subdivision creates 68 lots from a single lot. The subject property is generally located on the east side of 50th Street West and south of Rimrock Road. The property is zoned Residential 7000, (R-70), and Residential 6000 (R-60). Staff has reviewed the application and determined that the proposed plat has met all the conditions of approval and is forwarding a recommendation of final approval to the City Council. Upon City Council approval, these documents are appropriate as to form for filing with the Clerk and Recorder.

ALTERNATIVES ANALYZED

The City Council may approve or disapprove the final plat of Silver Creek Estates Subdivision, 2nd Filing. If the City Council chooses to deny the final plat, it must base the denial on the criteria outlined in Section 76-3-611, MCA, and Section 23-307, BMCC.

FINANCIAL IMPACT

The final plat of this subdivision will have no financial impact on the Planning Division.

RECOMMENDATION

Staff recommends the City Council approve the final plat and SIA of Silver Creek Estates Subdivision, 2nd Filing.

APPROVED BY CITY ADMINISTRATOR

Attachments

SIA
Final Plat page 1
Final Plat page 2
Final Plat page 3

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS

Silver Creek Estates, 2nd Filing

(City of Billings, Montana)

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SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS
Silver Creek Estates, 2nd Filing

This agreement is made and entered into this this _____ day of _____, 20____, by and between ***Boyer Land, LLC*** whose address for the purpose of this agreement is **2810 Central Ave, Unit C, Billings, MT 59102**, hereinafter referred to as "Subdivider", and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, at a regular meeting conducted on _____ day of _____, 20____, the Board of Planning recommended conditional approval of a preliminary plat of Silver Creek Estates, 2nd Filing; and

WHEREAS, at a regular meeting conducted on _____ day of _____, 20____, the City Council conditionally approved a preliminary plat of Silver Creek Estates, 2nd Filing;and

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

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

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

I. VARIANCES

A. No variances from the City Subdivision Regulations are requested or contemplated for this subdivision.

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

A. Lot owners shall construct portions of required sidewalk fronting their properties at the time of lot development.

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

problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.

C. A geotechnical report was prepared by Rimrock Engineering in February 2014 that studied and made recommendations for the construction of Silver Creek Estates. Additional evaluation and clarification was provided in a letter from Rimrock Engineering on April 27, 2015 related to foundation construction adjacent to storm water detention ponds. Copies of the geotechnical report may be obtained from the City Building Division.

D. No water rights are transferred to the lot owners within this subdivision. Irrigation ditches existing on the perimeter of the subdivision are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall only be altered by Subdivider or subsequent owners to construct the following improvements: Storm water discharge pipe(s) into the High Ditch based on an existing agreement with the ditch company; trail/sidewalk crossing with ditch culverts; minor grading to re-shape, clean or maintain ditch if needed and related erosion control measures.

E. There is attached hereto a Waiver of Right to Protest creation of the special improvement district or districts. Said Waiver is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be recorded with the final plat, shall run with the land, and shall constitute the guarantee by the Subdivider and lot owner(s) of property within the subdivision. Said Waiver is effective upon filing and is not conditioned on completion of conditions set forth in this Agreement. The Subdivider and owner(s) specifically agree that they are waiving valuable rights and do so voluntarily.

F. The Subdivider and lot owners acknowledge that there is a Stormwater Pollution Prevention Plan (SWPPP) filed with the City and the Montana Department of Environmental Quality (MDEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by MDEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Section 28-201, BMCC and the Billings Stormwater Management Manual.

G. Lot owners should be aware that Best Management Practices for stormwater control are required for new construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

H. Ditch easements as shown on the plat for the High Ditch shall be kept free of structures, including fences. The easement shall also be kept free of yard waste, grass clippings, and other debris.

I. It is possible for stormwater detention ponds within the subdivision to overtop their banks in large storm events. To protect homes adjacent to the ponds, lots shall be

graded during home construction to direct water away from buildings. Adjacent to the ponds, top of foundations, top of basement window well elevations and any other building components vulnerable to flood water shall be held high enough to prevent flooding of home due to overflow of the ponds.

J. Drainage swales located within the drainage easements as shown on the plat shall be maintained by lot owners as described in Section 5.

III. TRANSPORTATION

A. Streets

1. **Silver Creek Trail, Blue Mountain Trail, Gold Creek Trail, Buffalo Ridge Trail and Aspen Creek Trail** will be constructed within a 56-foot right-of-way using standard curb and gutter and full-width pavement (34 feet back of curb to back of curb) and will be dedicated to the City.

2. **50th Street West** is currently undeveloped and planned to be a local street. It is to be located within a 56-foot right-of-way centered on the west line of the southeast quarter of Section 32, Township 1 North, Range 25 East. A 28-foot half width was dedicated for this right-of-way with prior filing of Silver Creek Estates. The east half of 50th Street West and a portion of the pavement on the west half, for a total pavement width of 30-feet, shall be constructed from the intersection of Gold Creek Trail to the north boundary line of Silver Creek Estates. The Subdivider shall construct this portion of road to grade with a satisfactory sub-base, base course, standard curb and gutter, asphalt surface and tapers as needed. The east half of 50th Street West from the intersection of Gold Creek Trail to the south boundary of the Silver Creek Estates is not to be constructed at this time, but is included in the Waiver of Right to Protest.

3. **Cove Avenue:** Cove Avenue is a possible future local street, and may include a standard width of 34-feet back of curb to back of curb, standard curb and gutters and standard boulevard sidewalks. The south half of Cove Avenue along the frontage with Silver Creek Estate is not to be constructed at this time, but is included in the Waiver of Right to Protest.

A. Sidewalks

All sidewalks on internal streets shall be installed at the time of home construction. Sidewalk shall be 5-foot wide with a 5-foot wide boulevard between the walk and curb. The Subdivider shall construct sidewalk at each street intersection that require pedestrian ramps at the time of street construction. The Subdivider shall also construct sidewalk adjacent to the proposed stormwater detention pond on Lot 27 at the time of street construction.

B. Street Lighting

Construction or installation of street lights within the public right-of-ways is not required now, but street lights are included in the Waiver of Right to Protest to provide for future installation if needed. A maintenance district for street lights will be formed in the future, if required.

C. Traffic Control Devices

The Subdivider shall furnish and install all necessary traffic control devises in accordance with the plans and specification submitted to and approved by the City Engineering Division.

D. Access

Elk Ridge Trail and Silver Creek Trail will provide access to the subdivision from 46th Street West. All lots will be accessed by the internal local streets.

Access between lots and public rights-of-way is prohibited along the 1-foot wide No Access Strip shown on the plat, along 50th Street West and a portion of Gold Creek Trail near its intersection with 50th Street West.

E. Billings Area Bikeway and Trail Master Plan

The Billings Area Bike and Trail Master Plan identifies the High Ditch as a designated bike route. River Rock Estates previously granted a 20-foot wide linear park for trail construction along the south side of the ditch. For continuity, it is expected the trail will continue along the south side of the ditch, which is outside of the boundaries of the subdivision. Therefore, no additional right-of-way is granted with the subdivision for this trail. A 20-foot wide right-of-way will be granted adjacent to the north side of Lot 27. This right-of-way will be used for future construction of a shared use path connecting Silver Creek Trail to 50th Street West. The shared use path is not to be constructed at this time, but is included in the Waiver of Right to Protest. The right-of-way will also be used for utilities. The right-of-way shall be landscaped by the Subdivider in conjunction with the stormwater detention pond landscaping on Lot 27 and maintained by the Home Owner's Association.

F. Public Transit

The subdivision does not require improvements to provide public transit service.

G. Offsite Traffic Impacts

From a traffic study originally prepared for Silver Creek Estates, motor vehicle traffic generated by Silver Creek Estates was estimated to have an aggregate impact of $35,500 on nearby major intersections, including Rimrock Road & 46th Street West ($11,500), Rimrock Road and Shiloh Road ($12,000), and Shiloh Road and Poly Drive ($12,000). This amended subdivision, will result in a minor decrease in traffic in comparison to the original subdivision, due to a decrease in housing

density. Therefore, the original aggregate impact assessed for Silver Creek Estates will be used for Silver Creek Estates, 2nd Filing, without further traffic analysis.

A portion of the impact fee was paid with development of Silver Creek Estates, Phase 1, in the amounts of $5,080 for improvements to the intersection of Rimrock Road and 46th Street West and $5,270 for improvements to the intersection Shiloh Road and Poly Drive. The remaining balance of $25,150 shall be made prior to approval of a Private Contract for public improvements (water, sewer, streets) serving Silver Creek Estates, 2nd Filing.

IV. EMERGENCY SERVICE

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

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along the approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of twenty (20) feet wide.
- An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

Any roads extending beyond 150' in length that ends in a dead end shall have an approved turn around at its termination.

V. STORM DRAINAGE

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

Stormwater detention ponds shall be landscaped in conjunction with the private contract improvements. The Homeowner's Association shall maintain the storm drain ponds in accordance with the Operation and Maintenance plan approved by the City. If

the Homeowner's Association stops maintaining the ponds, the City reserves the right to create a maintenance district throughout the subdivision to maintain the ponds.

Drainage Easements as shown on the plat, along the backs of Lots 28–35 of Block 1, Lots 2-15 of Block 7, Lots 2-13 of Block 6, Lots 2-11 of Block 4, Lots 2-6 of Block 3 and along the west side of Lot 1 of Block 3 are for the benefit of all lots adjacent to the easements. With exception to Lot 1 of Block 3, The back half of Lot's adjacent to these easements may be graded to drain to the easements. The west 60-feet of Lot 1 of Block 3 may be graded to drain to the easement on that lot.

Lot owners shall maintain continuous, unobstructed drainage swales, flowing south along said easements. The drainage swales shall flow over the sidewalks on south end, to drain to Silver Creek Trail or to the stormwater detention pond on Lot 27 of Block 1, as applicable.

On Lots 28 -36 of Block 1, lot owners shall maintain an 18-inch high berm along the rear lot lines adjacent to the 50th Street West right-of-way. The berm shall prevent water from draining onto lots from areas west of the lots and shall direct drainage from the backs of these lots to drain south to the stormwater detention pond.

Each lot owner is responsible for grading and landscaping portion of drainage swale on their lot during home construction and maintaining said portion of drainage swale thereafter, in perpetuity. Buildings constructed on said lots, shall set all window wells, crawl space opening and any other portions of structures susceptible to damage from stormwater runoff, to a minimum elevation of 2.0-feet above the highest adjacent drainage swale flow-line elevation.

VI. UTILITIES

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

It is acknowledged that the properties subject to this Subdivision Improvements Agreement shall be subject to the appropriate water and wastewater local and interior construction fees in effect at the time of payment. Fees shall be paid for the lots applied for in the extension application and as per the first paragraph above.

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

It is acknowledged that all fees stated above are subject to the Franchise Fee in effect at the time of payment.

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

A. Water

The subdivision will be served by water main extensions from existing water mains located in Silver Creek Trail, east of the subdivision and Gold Creek Trail, near the northeast corner of the subdivision. Water main extensions are to be designed and constructed in accordance with City design standards in place at the time of design and as approved by the City Engineering Division.

B. Sanitary Sewer

The subdivision will be served by sewer main extensions from existing sewer mains located in Silver Creek Trail, east of the subdivision, Gold Creek Trail near the northeast corner of the subdivision and 50th Street West, near the southeast corner of the subdivision. Sewer main extensions are to be designed and constructed in accordance with City design standards in place at the time of design and as approved by the City Engineering Division.

C. Power, Telephone, Gas, and Cable Television

All telephone, gas, electrical, power, and cable television lines shall be the responsibility of Subdivider. Any line located within public right-of-way shall be subject to approval of the City Engineering Division. All easements required for the location of these utilities are as shown on the plat.

VII. PARKS/OPEN SPACE

Park land requirements were satisfied at the time of filing of Silver Creek Estates, via a combination of park creation and cash in lieu contributions. Silver Creek Estates, 2nd Filing will provide a net decrease in the area of land subdivided into residential lots. Therefore, no additional park creation or cash in-lieu contributions are required.

The Subdivider shall expand the Park Maintenance District (PMD) created for the River Rock Park, to include the lots in Silver Creek Estates, Amended. This shall be done upon final plat recordation if the PMD has been established by that time. Additionally, park improvements on the 3.66 acres of parkland previously dedicated for Silver Creek Estates within River Rock Park shall be funded by the creation of a Special Improvement

District (SID). The SID shall be created when building permits have been issued for a total of 130 dwelling units in Silver Creek Estates and/or Silver Creek Estates, 2nd Filing and shall include all lots therein. Alternately, if significant interest is expressed by lot owners prior to the issuance of 130 building permits, the City Parks Department may proceed with creation of the SID prior to the issuance of 130 permits.

VIII. IRRIGATION

The Cove Ditch located north of the subdivision and the High Ditch running along the south side of the subdivision are for the irrigation service to other properties. These ditches shall remain in place and shall not be altered by the Subdivider or subsequent owners, except as identified in this agreement or otherwise approved by ditch owners. Existing ditch easements shall be preserved. No structures, including fences shall be erected within the ditch easements shown on the plat, and the easement area should be kept free of yard waste, grass clippings, and other debris.

A Storm Water Pollution Prevention Plan will be required for the proposed construction, and such plan shall incorporate provisions for protection of the irrigation ditches from runoff, sediment, and chemical contamination.

In the event that the ditch easement shown on the plat is abandoned or no longer used by the Ditch Company, and the City of Billings begins to exercise rights granted by secondary drainage easement along the High Ditch, all landowner restrictions defined in this section shall remain in force over the area of the Drainage Easement to the City.

IX. SOILS/GEOTECHNICAL STUDY

A geotechnical report was prepared by Rimrock Engineering in February 2014 that studied and made recommendations for the construction of Silver Creek Estates Subdivision. Additional evaluation and clarification was provided in a letter from Rimrock Engineering on April 27, 2015 related to foundation construction adjacent to storm water detention ponds. Copies of the geotechnical report may be obtained from the City Building Division office.

X. PHASING OF IMPROVEMENTS

No phasing is proposed with Silver Creek Estates, 2nd Filing.

XI. FINANCIAL GUARANTEES

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

XII. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

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

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

C. The covenants, agreements, and all statements in this Agreement apply to and shall be binding on the heirs, personal representatives, successors and assigns of the respective parties.

D. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.

E. Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

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

"SUBDIVIDER" Boyer Land, LLC

By: Laura Boyer

It's: Secretary

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 28th day of August, 2019, before me, a Notary Public in and for the State of Montana, personally appeared Laura Boyer, known to me to be the Secretary of ***Boyer Land, LLC***, who executed the foregoing instrument and acknowledged to me that he executed the same.

DARRYL E. MAGNUSON NOTARIAL SEAL STATE OF MONTANA

DARRYL E. MAGNUSON
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
May 18, 2020

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

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

"CITY" CITY OF BILLINGS, MONTANA

By:_____
Mayor

Attest:_____
City Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

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

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

Approved as to form:

_____
City Attorney

Waiver of Right to Protest

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

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

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

Lot 1, Block 3, Silver Creek Estates, Amended, Located in the Northeast Quarter of Section 32, Township 1 North, Range 25 East, P.M.M.

"SUBDIVIDER" Boyer Land, LLC

By: Laura Boyer

It's: Secretary

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 28th day of August, 2019, before me, a Notary Public in and for the State of Montana, personally appeared Laura Boyer, known to me to be the Secretary of ***Boyer Land, LLC***, who executed the foregoing instrument and acknowledged to me that he executed the same.

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

DARRYL E. MAGNUSON NOTARIAL SEAL STATE OF MONTANA

DARRYL E. MAGNUSON
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
May 18, 2020

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

PLAT OF

SILVER CREEK ESTATES, SECOND FILING

BEING LOT 1A, BLOCK 3, SILVER CREEK ESTATES, SECOND AMENDED
LOCATED IN THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 25 EAST, P.M.M.
CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA
PREPARED FOR : BOYER LAND, LLC
MAY, 2019

CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
:ss
County of Yellowstone)

The undersigned, a Land Surveyor licensed in the State of Montana, states that during the month of May, 2019, a survey was performed under his supervision of a tract of land to be known as SILVER CREEK ESTATES, SECOND FILING, in accordance with the request of the owner thereof and in conformance with the Montana Subdivision and Platting Act; said subdivision, description of boundaries and dimensions being in accordance with the Certificate of Dedication and as shown on the annexed plat; that the monuments found and set are of the character and occupy the positions shown hereon and that the gross area is 27.4231 acres and the net area is 22.9577 acres.

Note:
New property corner monuments will be set after final construction of streets and utilities.

KLJ, INC.

By: _____

Montana License No. _____

Date: _____

CERTIFICATE OF CITY ENGINEER'S OFFICE

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

IN WITNESS WHEREOF, I have executed this CERTIFICATE OF APPROVAL
this ___ day of _____, 20__.

_____
City Engineer's Office

CERTIFICATE OF CITY COUNCIL APPROVAL

STATE OF MONTANA)
:ss
County of Yellowstone)

We hereby certify that we have examined the annexed and foregoing PLAT OF SILVER CREEK ESTATES, SECOND FILING, and find that said plat conforms with the requirements of the laws of the State of Montana, and the requirements of The Yellowstone County Board of Planning. It is therefore approved and the dedication to public use of any and all lands shown on this plat as being dedicated to such use are accepted.

IN WITNESS WHEREOF, we have set our hands and the seal of the CITY OF BILLINGS, MONTANA, this _____ day of _____ , 20_____ .

CITY OF BILLINGS, MONTANA

By: _____
Mayor

Attest: _____
City Clerk

CERTIFICATE OF DEDICATION

STATE OF MONTANA)
:ss
County of Yellowstone)

KNOW ALL MEN BY THESE PRESENTS: That BOYER LAND, LLC, the owner of the following described tract of land, does hereby certify that it has caused to be surveyed, subdivided and platted into lots, blocks and streets as shown on the annexed plat, said tract being situated in the NE 1/4 of Section 32, T. 1 N., R. 25 E., P.M.M., in the City of Billings, Yellowstone County, Montana; said tract being more particularly described as follows, to-wit:

LOTS 1A, BLOCK 3, SILVER CREEK ESTATES, SECOND AMENDED according to the official plat on file in the Office of the Clerk & Recorder of Yellowstone County, Montana, under Document No. _____.

Pursuant to Section 76-3-621, M.C.A., the park requirements for this subdivision have been met by filing of original plat of SILVER CREEK ESTATES, Document No. 3749073.

The undersigned hereby grants unto the public, Said tract to be known and designated as SILVER CREEK ESTATES, SECOND FILING, all the lands included in all streets, avenues and right of ways as shown on the annexed plat are hereby granted and donated to the use of the public forever.

The undersigned hereby grants unto all private and public utility companies, as such are defined and established by Montana Law, and cable television companies, an easement for the location, maintenance, repair and removal of their lines over, under and across the areas designated on the plat as "UTILITY EASEMENT".

The undersigned hereby grants unto all users of irrigation ditches an easement to operate and maintain irrigation facilities designated as “DITCH EASEMENT” to have and to hold forever.

The undersigned grants unto the City of Billings for the purpose of site drainage the areas designated as "STORMWATER MAINTENANCE EASEMENT" to have and hold forever.

The undersigned hereby grants private perpetual drainage easements designated as “PRIVATE DRAINAGE EASEMENT” for stormwater drainage. These drainage easements are exclusive to and for the benefit of the lots where said easements cross or are adjacent.

BOYER LAND, LLC, a Montana Corporation

By: _____ Title: _____

STATE OF MONTANA)
:ss
County of Yellowstone)

On this _____ day of _____ , 20__ , before me, the undersigned Notary Public for the State of Montana, personally appeared ___ _____ , known to me to be the person who signed the foregoing instrument as _____ of BOYER LAND, LLC, a Montana corporation, and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

_____
Notary Public in and for the State Montana

NOTICE OF APPROVAL

STATE OF MONTANA)
:ss
County of Yellowstone)

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

_____ _____
Date President

_____
Executive Secretary

CERTIFICATE OF COUNTY TREASURER

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

Date: _____
Yellowstone County Treasurer

By: _____
Deputy

CERTIFICATE OF CITY ATTORNEY

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

Date: _____

Reviewed by: _____

ERRORS AND OMISSIONS REVIEW

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

_____ _____
Examining Land Surveyor Date

LOT CURVE DATA

SEGMENT	LENGTH	RADIUS	DELTA	CB	CL
C9	73.56'	178.00	23° 40' 45"	N12°27'14"W	73.04'
C10	84.81'	178.00	27° 17' 55"	N37°56'34"W	84.01'
C11	21.67'	178.00	6° 58' 27"	N55°04'45"W	21.65'
C12	93.83'	178.00	30° 12' 06"	N73°40'01"W	92.74'
C13	49.48'	178.00	15° 55' 33"	S83°16'09"W	49.32'
C14	221.62'	122.00	104° 04' 46"	N52°39'15"W	192.38'
C15	66.41'	1962.00	1° 56' 22"	S76°16'33"W	66.41'
C16	99.50'	1962.00	2° 54' 21"	S78°41'54"W	99.49'
C17	87.78'	1962.00	2° 33' 48"	S81°25'59"W	87.77'
C18	123.93'	2018.00	3° 31' 07"	S78°08'40"W	123.91'
C19	99.00'	2018.00	2° 48' 39"	S81°18'33"W	98.99'
C20	74.82'	972.00	4° 24' 36"	S84°55'11"W	74.80'
C21	49.24'	972.00	2° 54' 10"	S88°34'34"W	49.24'
C22	72.85'	1028.00	4° 03' 38"	S84°44'42"W	72.84'
C23	58.35'	1028.00	3° 15' 08"	S88°24'05"W	58.35'
C24	17.64'	2028.00	0° 29' 55"	N3°17'36"E	17.64'
C25	80.00'	2028.00	2° 15' 37"	N1°54'50"E	80.00'
C26	49.49'	2028.00	1° 23' 53"	N0°05'05"E	49.49'
C27	18.83'	1972.00	0° 32' 50"	N3°16'08"E	18.83'
C28	89.50'	1972.00	2° 36' 02"	N1°41'43"E	89.50'
C29	34.74'	1972.00	1° 00' 33"	N0°06'35"W	34.74'
C30	44.56'	428.00	5° 57' 53"	N3°35'48"W	44.54'
C31	60.62'	428.00	8° 06' 53"	N10°38'11"W	60.57'
C32	91.41'	372.00	14° 04' 46"	N7°39'15"W	91.18'
C33	58.90'	1028.00	3° 16' 59"	S5°38'38"E	58.90'
C34	60.79'	1028.00	3° 23' 17"	S2°18'30"E	60.78'
C35	84.48'	972.00	4° 58' 46"	S4°47'44"E	84.45'
C36	28.70'	972.00	1° 41' 29"	S1°27'36"E	28.69'
C37	51.56'	2028.00	1° 27' 24"	S0°06'50"W	51.56'
C38	78.96'	2028.00	2° 13' 51"	S1°57'28"W	78.96'
C39	16.61'	2028.00	0° 28' 10"	S3°18'28"W	16.61'
C40	25.43'	1972.00	0° 44' 20"	S0°14'41"E	25.43'
C41	93.88'	1972.00	2° 43' 40"	S1°29'19"W	93.87'
C42	23.75'	1972.00	0° 41' 25"	S3°11'51"W	23.75'
C43	23.75'	2028.00	0° 40' 16"	S3°12'25"W	23.75'
C44	78.96'	2028.00	2° 13' 51"	S1°45'22"W	78.95'
C45	44.42'	2028.00	1° 15' 18"	S0°00'47"W	44.42'
C46	23.33'	1972.00	0° 40' 41"	S3°12'13"W	23.33'
C47	89.10'	1972.00	2° 35' 20"	S1°34'12"W	89.09'
C48	30.63'	1972.00	0° 53' 24"	S0°10'10"E	30.63'
C49	111.32'	1972.00	3° 14' 04"	S88°59'50"E	111.30'
C50	31.75'	1972.00	0° 55' 21"	S86°55'08"E	31.75'

CENTERLINE CURVE DATA

SEGMENT	LENGTH	RADIUS	DELTA	CB	CL
C1	272.48'	150.00	104° 04' 46"	N52°39'15"W	236.53'
C2	257.31'	1990.00	7° 24' 31"	S79°00'38"W	257.13'
C3	127.63'	1000.00	7° 18' 46"	S86°22'16"W	127.55'
C4	98.29'	400.00	14° 04' 46"	S7°39'15"E	98.05'
C5	145.10'	2000.00	4° 09' 25"	S1°27'51"W	145.07'
C6	116.43'	1000.00	6° 40' 16"	N3°56'59"W	116.37'
C7	145.10'	2000.00	4° 09' 25"	N1°27'51"E	145.07'
C8	145.10'	2000.00	4° 09' 25"	S1°27'51"W	145.07'

LOT LINE DATA

SEGMENT	LENGTH	BEARING
L1	14.14	S45° 36' 52"E
L2	14.40	N44° 10' 20"E
L3	14.14	S41° 27' 27"E
L4	14.14	N48° 32' 33"E
L5	14.14	S41° 27' 27"E
L6	14.14	N48° 32' 33"E
L7	14.14	S41° 27' 27"E
L8	14.14	N48° 32' 33"E
L9	14.14	S30° 18' 22"W
L10	14.26	S59° 13' 31"E
L11	14.14	S37° 42' 53"W
L12	14.14	N52° 17' 07"W
L13	14.06	S44° 42' 24"W
L14	14.22	S45° 17' 36"E

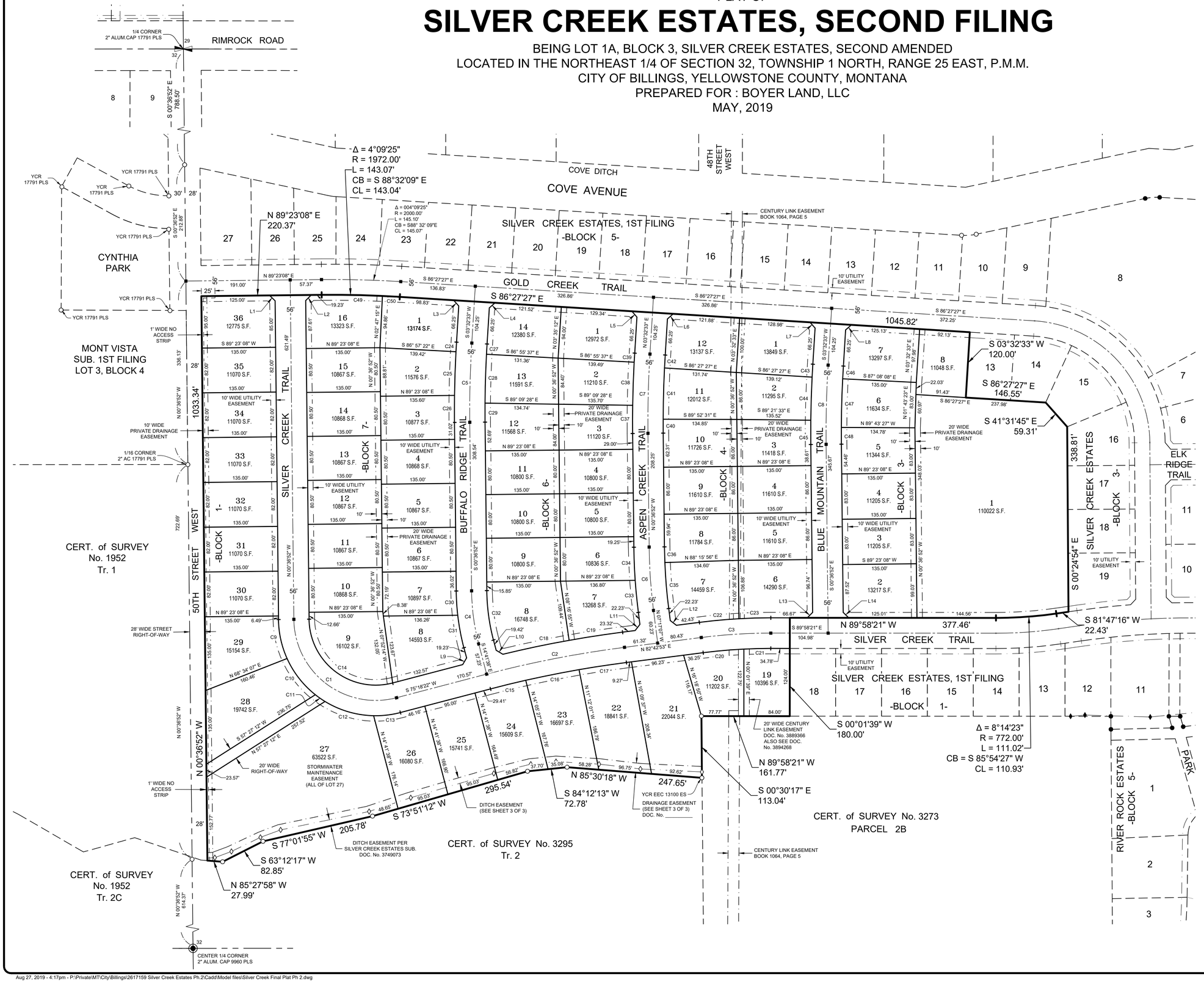
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PLAT OF

SILVER CREEK ESTATES, SECOND FILING

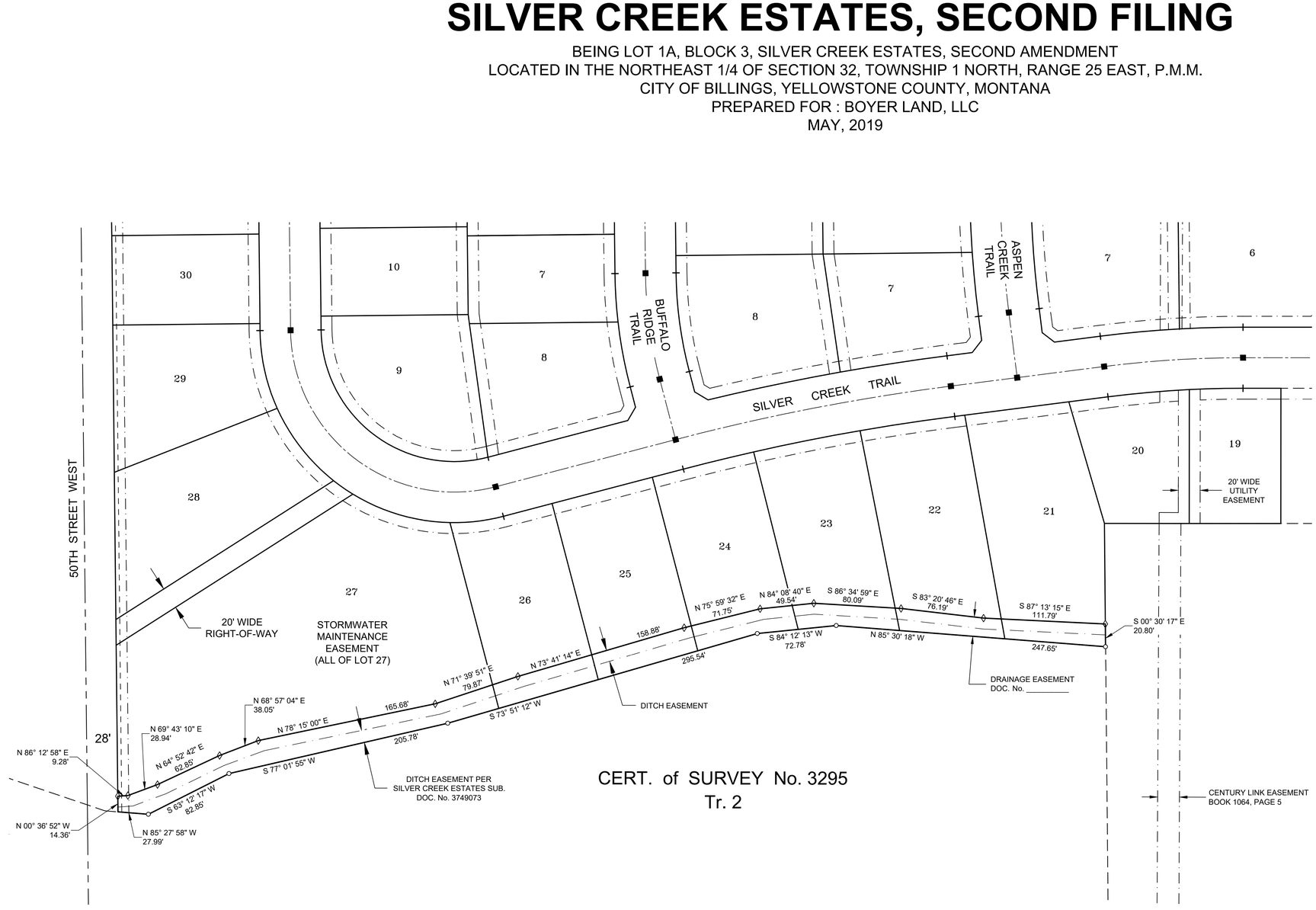
BEING LOT 1A, BLOCK 3, SILVER CREEK ESTATES, SECOND AMENDED
LOCATED IN THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 25 EAST, P.M.M.
CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA
PREPARED FOR : BOYER LAND, LLC
MAY, 2019


1/4 CORNER
2" ALUM.CAP 17791 PLS
RIMROCK ROAD
S 00°36'52" E
788.50'
Δ = 4°09'25"
R = 1972.00'
L = 143.07'
CB = S 88°32'09" E
CL = 143.04'
COVE DITCH
48TH STREET WEST
COVE AVENUE
CENTURY LINK EASEMENT
BOOK 1064, PAGE 5
SILVER CREEK ESTATES, 1ST FILING
-BLOCK 5-
YCR 17791 PLS
CYNTHIA PARK
N 89°23'08" E
220.37'
Δ = 004°09'25"
R = 2000.00'
L = 145.10'
CB = S88° 32' 09"E
CL = 145.07'
S 00°36'52" E
212.88'
GOLD CREEK TRAIL
S 86°27'27" E
326.66'
136.83'
191.00'
57.37'
10' UTILITY EASEMENT
1045.82'
372.25'
MONT VISTA SUB. 1ST FILING LOT 3, BLOCK 4
1' WIDE NO ACCESS STRIP
10' WIDE PRIVATE DRAINAGE EASEMENT
1/16 CORNER
2" AC 17791 PLS
1033.34'
621.49'
722.69'
SILVER CREEK TRAIL
50TH STREET WEST
-BLOCK 1-
-BLOCK 7-
BUFFALO RIDGE TRAIL
ASPEN CREEK TRAIL
-BLOCK 6-
-BLOCK 4-
BLUE MOUNTAIN TRAIL
-BLOCK 3-
SILVER CREEK ESTATES
-BLOCK 2-
ELK RIDGE TRAIL
RIVER ROCK ESTATES
-BLOCK 5-
PARK
10' WIDE UTILITY EASEMENT
20' WIDE PRIVATE DRAINAGE EASEMENT
28' WIDE STREET RIGHT-OF-WAY
20' WIDE RIGHT-OF-WAY
STORMWATER MAINTENANCE EASEMENT (ALL OF LOT 27)
27 63522 S.F.
1 13174 S.F.
1 110022 S.F.
CERT. of SURVEY No. 1952 Tr. 1
CERT. of SURVEY No. 1952 Tr. 2C
CERT. of SURVEY No. 3295 Tr. 2
CERT. of SURVEY No. 3273 PARCEL 2B
S 03°32'33" W 120.00'
S 86°27'27" E 146.55'
S 41°31'45" E 59.31'
S 00°01'39" W 180.00'
N 89°58'21" W 161.77'
S 00°30'17" E 113.04'
N 89°58'21" W 377.46'
S 81°47'16" W 22.43'
S 00°24'54" E 338.81'
Δ = 8°14'23"
R = 772.00'
L = 111.02'
CB = S 85°54'27" W
CL = 110.93'
S 73°51'12" W 295.54'
S 84°12'13" W 72.78'
N 85°30'18" W 247.65'
S 77°01'55" W 205.78'
S 63°12'17" W 82.85'
N 85°27'58" W 27.99'
DITCH EASEMENT (SEE SHEET 3 OF 3)
DITCH EASEMENT PER SILVER CREEK ESTATES SUB. DOC. No. 3749073
YCR EEC 13100 ES
DRAINAGE EASEMENT (SEE SHEET 3 OF 3) DOC. No. _____
20' WIDE CENTURY LINK EASEMENT DOC. No. 3889366 ALSO SEE DOC. No. 3894268
CENTURY LINK EASEMENT BOOK 1064, PAGE 5
CENTER 1/4 CORNER
2" ALUM. CAP 9960 PLS
N 00°36'52" W 614.37'
N 00°36'52" W 1033.34'
722.69'
SILVER CREEK ESTATES, 1ST FILING -BLOCK 1-
SILVER CREEK TRAIL
10' UTILITY EASEMENT
N 89°58'21" W 104.98'
S 82°42'53" E 61.32'
S 14°41'39" E 57.20'
N 10°07'07" E 60.43'
N 00°01'39" E 122.19'
N 16°16'50" W 116.17'
N 00°03'37" W 208.36'
N 11°12'01" W 186.79'
N 14°05'27" W 167.76'
N 14°41'39" W 164.49'
N 14°41'39" W 166.90'
N 14°41'39" W 176.14'
N 00°36'52" W 257.52'
S 57°27'12" E 236.75'
N 57°27'12" E 23.57'
N 68°34'07" E 160.46'
S 75°18'22" W 170.57'
N 02°47'15" E 94.66'
N 00°35'52" W 88.81'
N 00°36'52" W 84.40'
N 03°35'12" E 94.00'
N 03°32'33" E 104.25'
S 03°32'33" W 104.25'
S 86°55'37" E 139.49'
S 89°09'28" E 135.70'
S 86°27'27" E 135.52'
S 89°21'33" E 135.52'
S 87°08'08" E 135.00'
N 01°43'23" E 43.00'
N 89°43'27" W 134.78'
N 89°23'08" E 135.00'
N 88°15'56" E 134.60'
N 00°35'52" W 106.88'
S 00°35'52" E 96.74'
N 00°36'52" W 99.03'
N 00°36'52" W 346.03'
S 89°23'08" W 135.00'
N 89°23'08" E 136.80'
N 89°23'08" E 136.26'
N 89°23'08" E 135.00'
S 89°09'28" E 134.74'
S 86°55'37" E 131.36'
S 86°27'27" E 131.74'
S 86°57'22" E 139.42'
N 89°23'08" E 135.60'
S 89°52'31" E 134.85'
S 89°23'08" E 135.00'
N 89°23'08" E 135.00'
S 89°23'08" E 135.00'
N 89°23'08" E 135.00'
S 89°23'08" W 135.00'
N 89°23'08" E 135.00'
N 89°23'08" E 135.00'
N 89°23'08" E

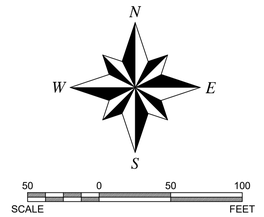
PLAT OF

SILVER CREEK ESTATES, SECOND FILING

BEING LOT 1A, BLOCK 3, SILVER CREEK ESTATES, SECOND AMENDMENT
LOCATED IN THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 25 EAST, P.M.M.
CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA
PREPARED FOR : BOYER LAND, LLC
MAY, 2019



CERT. of SURVEY No. 3295
Tr. 2



LEGEND

- = FOUND 1/4 CORNER
- = FOUND CENTER 1/4 CORNER
- = FOUND SURVEY CAPPED REBAR MONUMENT MARKED 15626 LS, OR AS NOTED
- = SET INTERSECTION MONUMENT, 5/8"x18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "KLJ". WILL BE REPLACED WITH BRASS CAP MONUMENT BOX UPON COMPLETION OF STREET IMPROVEMENTS.
- = SET 5/8" X 18" REBAR AND CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "KLJ", UNLESS OTHERWISE NOTED
- = COMPUTED POSITION NO MONUMENT SET

BASIS OF BEARINGS:

GEODETIC NORTH DETERMINED AT THE SOUTHWEST CORNER OF SECTION 32, T. 1 N., R. 25 E., P.M.M. WHICH IS A 2-1/2 INCH BRASS CAP IN A MONUMENT BOX AT THE INTERSECTION OF GRAND AVENUE AND 54TH STREET WEST AND IS LOCATED AT LATITUDE 45°47'02.67960"N, LONGITUDE 108°39'09.64736"W, NAD83(2011) (EPOCH 2010.0000).

BEARINGS SHOWN ARE GRID BEARINGS AND HAVE NOT BEEN ADJUSTED FOR CONVERGENCE.

DISTANCES SHOWN ARE GROUND DISTANCES.

Aug 27, 2019 - 4:14pm - P:\Private\MT\City\Billings\2617159 Silver Creek Estates Ph.2\Cadd\Model files\Silver Creek Final Plat Ph 2 DitchEasement.dwg

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Consent **1. L.**

Regular City Council Meeting

Meeting Date: 09/23/2019
TITLE: Western Sky Subdivision, 2nd Filing - Final Major Plat
PRESENTED BY: Monica Plecker
Department: Planning & Community Services
Presentation: No

PROBLEM/ISSUE STATEMENT

On September 4, 2019, Sanderson Stewart, agent for Mont Vista, LLC, applied for Final Minor plat approval for Western Sky Subdivision, 2nd Filing. The proposed subdivision creates five lots from one parcel of land. The subject property is generally located on the southeast corner of the intersection of South 48th Street West and King Avenue West. The property is zoned Planned Development (PD) and is used as farmland at this time. The new lots will be created for new commercial and residential construction. Staff has reviewed the application and determined that the proposed plat has met all the conditions of approval and is forwarding a recommendation of final approval to the City Council. Upon City Council approval, these documents are appropriate as to form for filing with the Clerk and Recorder.

ALTERNATIVES ANALYZED

The City Council may approve or disapprove the final plat of Western Sky Subdivision, 2nd Filing. If the City Council chooses to deny the final plat, it must base the denial on the criteria outlined in Section 76-3-611, MCA, and Section 23-307, BMCC.

FINANCIAL IMPACT

Final plat approval of Western Sky Subdivision, 2nd Filing will have no direct financial impact the Planning Division.

RECOMMENDATION

Staff recommends the City Council approve the final plat and SIA of Western Sky Subdivision, 2nd Filing.

APPROVED BY CITY ADMINISTRATOR

Attachments

SIA
Final Plat

Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59101

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS WESTERN SKY SUBDIVISION, 2ND AMENDED

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

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS WESTERN SKY SUBDIVISION, 2ND AMENDED

This Agreement is made and entered into this ____ day of _____, 20___, by and between **MONT VISTA, LLC**, whose address for the purpose of this Agreement is 2680 Overland Avenue, Unit F, Billings, Montana 59102, hereinafter referred to as "Subdivider" or "Developer," and the **CITY OF BILLINGS**, Montana, a municipal corporation, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, at a regular meeting conducted on the 24th day of June, 2019, the City Council conditionally approved a preliminary plat of Western Sky Subdivision, 2nd Amended; and

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

WHEREAS, the provisions of this Agreement shall be effective and applicable to Western Sky Subdivision, 2nd Amended, (the "Subdivision") upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana; and

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

I. VARIANCES

A. The Subdivider has requested, and the City hereby grants, the following variance by the City Council from the strict interpretation of the City of Billings Subdivision Regulations:

The Subdivider request a variance for the length of the cul-de-sac for Crescent Street. The total distance from the property line at King Avenue West and South 46th Street West to the end of the cul-de-sac on Crescent Street is approximately 801 feet.

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

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

B. Lot owners should be aware that this subdivision is being built in close proximity to open agricultural areas and contains wildlife migratory routes. Consequently, owners are advised that wildlife indigenous to the prairies is found on the property and may impact the developed property and interface with domestic animals, residents, and visitors. Owners may also experience problems with damage to landscaped shrubs, flowers, and gardens. Any impacts associated with wildlife and any damage arising therefrom is the responsibility of the lot owners.

C. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction. A comprehensive geotechnical study was done at the time of this plat submittal. Lot owners are encouraged to review that document and obtain additional analysis as may be required.

D. There is attached hereto a Waiver, waiving the right to protest the creation of the special improvement district or districts that may be created by the City to finance the costs of the off-site public improvements pursuant to the terms of

this Agreement. The Waiver will be filed with the plat, shall run with the land, and may be employed when public improvements that benefit this subdivision are required or requested. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.

E. No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains which are still in operation shall remain in place and shall not be altered by the Subdivider or subsequent owners.

III. TRANSPORTATION

A. Streets

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

Subdivider and City agree that the required street improvements are as follows:

1. A Traffic Impact Study has been submitted to the Engineering Division for review and approval prior to final plat approval. Construction and/or financial contribution for improvements along King Avenue West and South 48th Street West, and within the subdivision, shall be in general accordance with that document and as specifically described herein.

   King Avenue West is a Principal Arterial and requires a half right-of-way width of sixty feet.

   South 48th Street West is an arterial and requires a half right-of-way width of sixty feet.

   The proposed extension of South 46th Street West and Crescent Street will be classified as a Local Commercial/Residential Access by the City of Billings that shall accommodate multiple travel lanes,

parking, and bike lane configurations which will be defined at time of design. The proposed street section shall be a minimum of forty-five feet back of curb to back of curb transitioning to a Local Residential Access which shall have two drive lanes and two parking lanes that shall have a minimum width of thirty-four feet back of curb to back of curb. The required minimum right-of-way shall be seventy-four feet for the commercial access and fifty-six feet for the proposed residential access.

All streets shall be built based off of centerline location with the exception of the future extension of South 46th Street West. The west right-of-way line shall be located fifty feet from the east property line and the west back of curb shall be located twenty-two and a half feet from the east property line of the subdivision. This shall allow for the installation of fully functioning surface improvements, including a thirty foot asphalt section without further contributions or participation from the adjacent landowner.

It is anticipated that the initial development of Western Sky Subdivision, 2nd Amended will commence at the intersection of South 46th Street West from King Avenue West. This initial development shall construct additional lane widening east and west of South 46th Street West in order to provide for a west bound left turn lane onto south bound South 46th Street West. These costs shall be born by the developer.

A portion of the public right-of-way surface improvements will need to be completed in King Avenue West in conjunction with the development of Lot 1, Block 1 and will require the construction of a raised median, widening and street lights at the location of the 3/4-turn access which is approximately located at South 47th Street West. These physical costs shall be borne by the developer. In addition, there may be a cash-in-lieu payment for future improvements based on one-half (1/2) of a commercial street section less a credit for existing surfacing plus the curb and gutter. Contribution shall be made prior to approval of site development for that lot.

No physical surface improvements to South 48th Street West are anticipated at this time. Instead, the Developer shall make a cash contribution to the City of Billings for future improvements in South 48th Street West. Said contribution shall be made at the time of

development of Lot 1, Lot 4 and Lot 5, Block 1, Contribution shall be based on one-half (1/2) of the required surface improvements for a residential street section less a credit for existing surfacing plus the curb and gutter. Contribution shall be made prior to approval of site development for those lots. Any turn lane, street widening or intersection improvements necessary for individual lot development along South 48th Street West shall be at the expense of the developer.

The Traffic Impact Study is based on the premise that internal north/south traffic movements will be maintained. Future site development designs shall provide for this north/south traffic movement. If this movement is not desired, the Traffic Impact Study shall be amended, and the provisions determined therein applied to any updates or future development of the subdivision and the cost contributions included herein.

2. Intersection contributions are also identified within the Traffic Impact Study and noted herein. The costs for these intersection improvements shall be paid for at time of each lot development.

Based on the Traffic Impact Study and direction from the City of Billings, the following intersection contributions shall be paid at the time of initial lot development:

• Central Ave. and South 48th St. West (3.0%)	$7,500.00
Total	$7,500.00

Based on the platted area of each lot, the costs associated with and to be paid with each lot development is as follows:

• Lot 1, Block 1	$ 992.00
• Lot 2, Block 1	$ 364.73
• Lot 3, Block 1	$ 713.15
• Lot 4, Block 1	$ 1,780.24
• Lot 5, Block 1	$ 3,649.88
Total	$ 7,500.00

3. Developer acknowledges that future improvements to the intersection at King Avenue West and South 46th Street West shall include a roundabout or signalized intersection. Western Sky Subdivision, 2nd Amended shall be responsible for one quarter of

the costs of those improvements at the time of construction of those improvements. It is anticipated that the City will create a Special Improvement District (SID) for the installation of those improvements that contemplates the other three large development areas abutting this intersection being responsible for the other three quarters of the cost under the SID.

4. The Montana Department of Transportation controls the right-of-way for King Avenue West. Any access locations and improvement installation shall be subject to their review and approval.

B. Sidewalks

1. Unless the City of Billings and Montana Department of Transportation agree otherwise, a five-foot-wide boulevard sidewalk shall be constructed along the frontage of King Avenue West at time of lot development fronting King Avenue West.

2. A ten-foot-wide multi-use trail shall be constructed along the east side and within the easement of the Shiloh Drain as it lies along South 48th Street West at time of lot development along South 48th Street West.

3. A ten-foot-wide multi-use trail shall be constructed along the north side of the Hogan's Slough and within the easement adjacent to the development at time of Lot 5, Block 1 development. Construction may be proportional to the area being developed within Lot 5, Block 1.

4. A five-foot-wide boulevard sidewalk shall be constructed along the west side of South 46th Street West at the time of road development of South 46th Street West.

5. On-site pedestrian facilities shall be provided throughout the Subdivision, as necessary. Pedestrian facilities throughout the subdivision shall be five to eight feet in width and be constructed of concrete or asphalt. The cost of all pedestrian facilities within the development shall be borne by the lot owner and shall be completed at the time of lot development.

C. Street Lighting

Street lighting along external streets as well as commercial internal rights-of-ways shall be installed at time of right-of-way improvement as part of the project development. Installation shall be as approved by the City of Billings and/or the Montana Department of Transportation.

In conjunction with the installation of the first street lights within or adjacent to this subdivision, a Street Light Improvement Maintenance District (SLIMD) shall be created for the entire subdivision. As additional street lighting is completed as required within this SIA, the assessment under the SLIMD will be adjusted to reflect the then current costs to operate and maintain such improvements.

D. Traffic Control Devices

1. Traffic signals, signage, and striping shall be installed in accordance with the Traffic Impact Study. The timing, extent and level of participation in those improvements shall be in accordance with approval by the City of Billings. Work within the King Avenue West right-of-way shall also be in accordance with the Montana Department of Transportation regulations.

2. Directional signage and traffic control devices required throughout the subdivision shall be installed by Subdivider at time of lot development. All traffic control devices will be designed in accordance with the Manual on Uniform Traffic Control Devices and shall be subject to review and approval by the City Traffic Engineer.

E. Access

1. Location of accesses shall be in accordance with the Traffic Impact Study. Access to the site shall include a new full access from King Avenue West at South 46th Street West, a 3/4-turn approach from King Avenue West at approximately South 47th Street West, a new 3/4 -turn access from South 48th Street West approximately 650 feet south of King Avenue West, new full access approximately 1,320 feet south of King Avenue West from South 48th Street West, and a right-in/right out access from South 48th Street West at the south end of the property.

2. The City and Subdivider agree that access and placement of public and private utilities shall be provided between lots to provide interconnectivity where appropriate. Access and placement of public and private utilities provided between subdivision lots shall be in accordance with a Reciprocal Easement Agreement to be filed with the final plat or in accordance with specific easements as may be noted on the plat. Note that during the site development review process for individual lots within the subdivision, such as Lot 1, Block 1, it may be necessary to further consider public dedication of certain surface access ways. Such dedication will be considered on a case by case basis concurrent with the individual site development reviews.

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

The subdivision is included in the Billings Area Bikeway and Trail Master Plan. Improvements identified in that plan shall be made at time of lot development. The Subdivider shall construct a ten-foot wide multi-use trail along South 48th Street West and along Hogan's Slough at time of lot development. Construction shall be within the easements of those facilities.

G. Public Transit

Strong internal street circulation and interconnectivity is provided in the development plan for Western Sky Subdivision, 2nd Amended. This will, in turn, provide sidewalks for pedestrians to access public transit routes. No other specific public transit provisions are proposed at this time.

IV. EMERGENCY SERVICES

Access is provided to this subdivision from King Avenue West, South 46th Street West, Crescent Street and South 48th Street West. In addition, fire hydrants will be installed at the required locations as reviewed and approved by the City of Billings Fire Department. This shall include fire hydrants spaced at a distance no greater than three hundred feet along the frontages of King Avenue West, future southerly access at South 46th Street West and South 48th Street West at the time of construction of those right-of-way improvements. At the time of development of each lot within the subdivision, a Site Development Plan shall be submitted to the City of Billings Fire Department in sufficient detail to verify compliance with all required emergency ingress, egress and circulation requirements.

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

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along an approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of 20-feet-wide.
- An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- The above requirements do no alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions of the *Stormwater Management Manual* and Section 23-706, BMCC and shall be in accordance with the stormwater management plan to be submitted to and accepted by the Engineering Division. All storm drainage improvements not located within a publicly dedicated right-of-way or easement shall be considered a private installation and shall be operated and maintained under a private party agreement. That portion of storm drain to be extended from the southerly end of South 46th Street West and Crescent Street along and within the storm drain easement south to the Hogan's Slough shall be considered a public installation and shall be operated and maintained by the City of Billings.

Stormwater on site will be conveyed to the collection system via surface flows on the street and parking lots and through a network of catch basins, inlets, and piping which will convey runoff to the Shiloh Drain along South 48th Street West (the South 48th Street West Drain) and Hogan's Slough along the south boundary of the project site. Discharges directly tied to these drains shall be terminated with an acceptable back flow prevention device to prevent large storm events flowing in the South 48th Street West Drain and Hogan's Slough Drain from back-flowing into the storm drain lines that service the subdivision.

The developer shall reconstruct the portion of Hogan's Slough that runs along the south lot line of Lot 5, Block 1 in order to accommodate the difference between the pre-development and the post-development rates of runoff. The amount of this capacity increase will be determined at the time of lot development and shall be in accordance with the storm drain report submitted to and accepted by the City Engineer's Office.

In consideration of the capacity increase of the Hogan's Slough, the City of Billings shall allow the developer to directly discharge the site's stormwater (with the use of on-site stormwater quality mitigation measures) to the South 48th Street West Drain and Hogan's Slough. In addition, the developer shall make a $303,000.00 cash contribution, proportioned and based upon individual lot sizes being developed, to the City of Billings for construction of facilities in service of the City of Billings' Shiloh Conservation Area. Those facilities will then be constructed by the City of Billings in a location and at a time found to be appropriate to the City. This dollar amount is calculated based on the overall subdivision stormwater detention required as shown in the Subdivision Stormwater Report prepared and submitted with this subdivision plat which has been determined to be 447,000 cubic feet and a cost of $0.6779 per cubic foot for stormwater detention construction as provided by the City of Billings.

Based on those calculations and the platted area of each lot, the costs associated with and to be paid with each lot development for the detention basin cash-in-lieu is as follows:

•	Lot 1, Block 1	$ 40,077.08
•	Lot 2, Block 1	$ 14,735.06
•	Lot 3, Block 1	$ 28,811.33
•	Lot 4, Block 1	$ 71,921.68
•	Lot 5, Block 1	$ 147,454.85
	Total	$ 303,000.00

VI. UTILITIES

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

The Subdivider acknowledges that the subdivision shall be subject to the applicable system development fees in effect at the time a building permit is issued for new construction.

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

Only water and sewer installations within dedicated public rights-of-way shall be considered public. All other extensions of water and sewer mains and services shall be considered private installations and shall be operated and maintained under separate private party agreements.

A. Water

The City of Billings has extended a water main in a portion of King Avenue West fronting the subdivision. The developer shall extend a water main from that public main at South 46th Street West to the south and to the west on Crescent Street that will provide water services to each of the subdivision lots. Extension of the water service from the property line to the building within the lot will occur at the time of private development by the developer.

The Developer shall make a cash contribution to the City of Billings for future water main improvements in South 48th Street West. Said contribution shall be made at the time of development of Lot 1, Lot 4 and Lot 5, Block 1, Contributions shall be based on one-half (1/2) of the cost of a 12-inch water main. Contribution shall be made prior to approval of site development for those lots.

The water main will need to be completed in King Avenue West to the intersection of South 48th Street West in conjunction with the development of Lot 1, Block 1. These physical costs shall be borne by the developer and completed at the time of development.

B. Sanitary Sewer

The City of Billings has extended a sanitary sewer main in a portion of King Avenue West fronting the subdivision. The developer shall extend a sanitary sewer main from that public main at South 46th Street West to the

south and to the west on Crescent Street that will provide sanitary services to each of the subdivision lots.

Extension of the sewer service from the property line to the building within the lot will occur at the time of private development by the developer.

No construction or contribution to a sanitary sewer main in South 48th Street West will be needed at this time. Developer acknowledges that a future sanitary sewer main may be installed in South 48th Street West. Western Sky Subdivision, 2nd Amended shall be responsible for it's pro rata share of the costs of that improvement at the time of construction of that improvement. It is anticipated that the City will create a Special Improvement District (SID) for the installation of that improvement that contemplates cost contributions from the other three development areas abutting this improvement being responsible for their share of the cost under the SID.

C. WO 17-23 (King Avenue West Improvements)

The Developer shall make a cash contribution to the Public Works Department for that portion of the public water and sanitary sewer mains that were installed in King Avenue West from the east property line of Western Sky Subdivision, 2nd Amended to the west end of WO 17-23. The cash contribution shall be based on the actual cost of installation of the improvements that front Western Sky Subdivision, 2nd Amended, less oversizing costs that shall be borne by the City. The cost for these improvements is $346,082.12 and shall be due prior to the filing of the final plat or the issuance of any building permits for the subdivision.

The remainder of the water and sewer improvements in King Avenue West that front Western Sky Subdivision, 2nd Amended shall be installed at the expense of the Developer at the time of development of Lot 1, Block 1. The Developer shall be responsible for all costs associated with these improvements, less an oversizing contribution from the City of Billings that shall be in accordance with the City's oversizing policy in place at the time of construction.

The developer may enter into a reimbursement agreement to recover half of all water and sewer utility costs along their frontage when the properties to the north develop.

D. Power, Telephone, Gas, and Cable Television

Private utilities shall be coordinated prior to construction to serve the Subdivision. Said utilities will serve each lot in private utility easements at locations shown on the face of the plat.

VII. PARKS/OPEN SPACE

Park dedication will be made through a cash-in-lieu of contribution. Cash-in-lieu contribution is calculated on eleven percent of the net area of the residentially zoned parcels with a cost per acre of $40,000.00 applied. Those parcels are Lot 4 and 5, Block 1. They have a combined net area of 46.3 acres which at $40,000.00 indicates a total cash-in-lieu contribution of $203,720.00. Lot 4, Block 1 has a contribution of $66,827.00 and Lot 5, Block 1 has a contribution of $136,893.00. Cash contribution to be made at time of development of said lot.

VIII. IRRIGATION

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

IX. POSTAL DELIVERY

The Subdivider shall provide centralized delivery boxes with sufficient pullout to accommodate a mail carrier vehicle. The location of the boxes shall be reviewed and approved by the United States Postal Service. The initial location shall be within the right-of-way and along the east side of the intersection of S. 46th Street West and Crescent Street near the northeast corner of Lot 3, Block 1. Future locations will be determined as lots develop.

X. SOILS/GEOTECHNICAL STUDY

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

XI. TIMING OF IMPROVEMENTS

It is anticipated that the initial development of Western Sky Subdivision, 2nd Amended will commence at the intersection of South 46th Street West from King

Avenue West. This initial development shall construct additional lane widening east and west of South 46th Street West in order to provide for a west bound left turn lane onto south bound South 46th Street West.

The remainder of the public right-of-way improvements shall be completed in King Avenue West prior to the development of Lot 1, Block 1 and will require the construction of a raised median, widening and street lights at the location of the 3/4-turn access which is approximately located at South 47th Street West.

There will be an additional cash-in-lieu contribution required for the remaining proportional share of the surface improvements along this frontage.

The Developer shall make a cash contribution to the City of Billings for future improvements in South 48th Street West. Said contribution shall be made at the time of development of Lot 1, Lot 4 and Lot 5, Block 1, contribution shall be based on one-half (1/2) of 12-inch water main and proportional right-of-way improvements. Contributions shall be made prior to approval of site development for those lots. No contribution shall be required for a sanitary sewer main at this time in South 48th Street West. If it is determined at some point in the future that sanitary sewer is required in South 48th Street West, the entirety of Western Sky Subdivision, 2nd Amended may be responsible for its proportional share of the costs of one-half of a 12-inch sanitary sewer at the time of construction of those improvements. It is anticipated that the City will create a Special Improvement District (SID) for the installation of that improvement.

All water and sewer improvements in King Avenue West and South 48th Street West and any others that abut adjacent development that is owned by others shall have a Reimbursement Agreement submitted for any costs incurred for the installation of water and sewer by the Developer in installation of or contribution to those water and sewer improvements.

XII. FINANCIAL GUARANTEES

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

XIII. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

A. Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by the City of Billings. This guaranty shall not apply to any failure or defect caused by changes in design, construction or materials required by the City.

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

C. The covenants, agreements, and all statements in this Agreement apply to and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.

D. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement, then the prevailing party shall be entitled to reasonable attorney fees and costs.

E. Any amendments or modifications of this Agreement, or any provisions herein, shall be made in writing and executed in the same manner as this original document and shall, after execution, become a part of this Agreement.

F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

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

"SUBDIVIDER" **MONT VISTA, LLC**

By: Richard A. Dorn

Its: Member

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 3rd day of September, 2019, before me, a Notary Public for the State of Montana, personally appeared Richard A. Dorn, known to me to be the person who executed the foregoing instrument as the Member of MONT VISTA, LLC, and who acknowledged to me that said company executed the same.

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

PETER B. KNAPP
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
February 14, 2023

SEAL
NOTARIAL
PETER B. KNAPP
STATE OF MONTANA

Notary Public in and for the State of Montana

"CITY" **CITY OF BILLINGS, MONTANA**

By:_____
Mayor

Attest:_____
City Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

_____
Notary Public in and for the State of Montana

Approved as to Form:

_____
City Attorney

WAIVER OF RIGHT TO PROTEST
FUTURE SPECIAL IMPROVEMENT DISTRICTS

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

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

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

Western Sky Subdivision, 2nd Amended

Signed and dated this 3rd day of September, 2019.

MONT VISTA, LLC

By: Richard A. Dorn

Its: Member

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 3rd day of September, 2019, before me, a Notary Public for the State of Montana, personally appeared Richard A. Dorn, known to me to be the person who executed the foregoing instrument as the Member of MONT VISTA, LLC, and who acknowledged to me that said company executed the same.

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

PETER B. KNAPP NOTARIAL SEAL STATE OF MONTANA

PETER B. KNAPP
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
February 14, 2023

Notary Public in and for the State of Montana

PLAT OF

WESTERN SKY SUBDIVISION, 2ND AMENDED

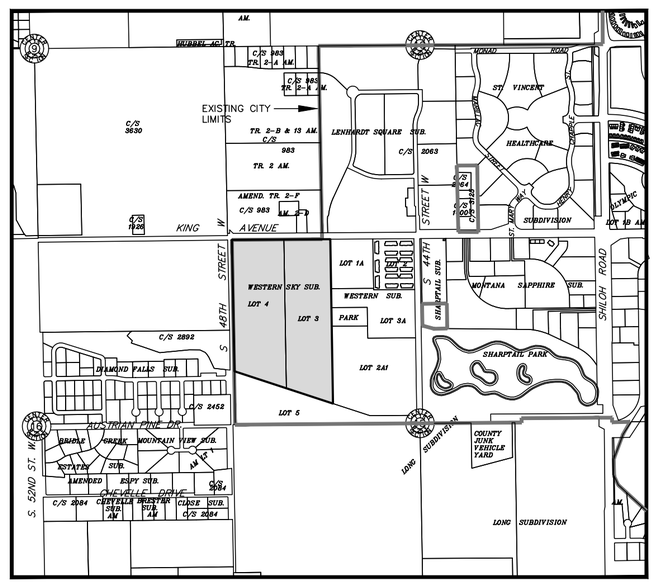
BEING LOTS 3 & 4, BLOCK 1, WESTERN SKY SUBDIVISION
SITUATED IN THE NW1/4 OF SECTION 15, T. 1 S., R. 25 E., P.M.M.,
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : MONT VISTA, LLC

JULY, 2019

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA



VICINITY MAP
NOT TO SCALE

NOTICE OF APPROVAL

STATE OF MONTANA)
:ss
County of Yellowstone)

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

_____ _____
Date President

_____
Executive Secretary

CERTIFICATE OF CITY ENGINEER'S OFFICE

I hereby certify that the annexed and foregoing plat conforms with Section 76-4-125(1)(d), M.C.A., for the removal of sanitary restrictions since the plat is inside a master planning area and said lots will be provided with municipal facilities for the supply of water and the disposal of sewage and solid waste.

IN WITNESS WHEREOF, I have executed this CERTIFICATE OF APPROVAL this _____ day of _____ , 20____ .

_____
City Engineer's Office

ERRORS AND OMISSIONS REVIEW

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

_____ _____
Examining Land Surveyor Date

CERTIFICATE OF CITY COUNCIL APPROVAL

STATE OF MONTANA)
:ss
County of Yellowstone)

We hereby certify that we have examined the annexed and foregoing PLAT OF WESTERN SKY SUBDIVISION, 2ND AMENDED, and find that said plat conforms with the requirements of the laws of the State of Montana, and the requirements of The Yellowstone County Board of Planning. It is therefore approved and the dedication to public use of any and all lands shown on this plat as being dedicated to such use are accepted.

IN WITNESS WHEREOF, we have set our hands and the seal of the CITY OF BILLINGS, MONTANA, this _____ day of _____ , 20____ .

CITY OF BILLINGS, MONTANA

By: _____
Mayor

Attest: _____
City Clerk

CERTIFICATE OF CITY ATTORNEY

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

Date: _____

Reviewed by: _____

CERTIFICATE OF COUNTY TREASURER

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

Date: _____

Yellowstone County Treasurer

By: _____
Deputy

CERTIFICATE OF DEDICATION

STATE OF MONTANA)
:ss
County of Yellowstone)

KNOW ALL MEN BY THESE PRESENTS: That MONT VISTA, LLC., the owner of the following described tract of land, does hereby certify that it has caused to be surveyed, subdivided and platted into lots, blocks and streets as shown on the annexed plat, said tract being situated in the NW1/4 of Section 15, T. 1 S., R. 25 E., P.M.M., in the City of Billings, Yellowstone County, Montana, said tract being more particularly described as follows, to-wit:

Lots 3 and 4, Block 1 of Western Sky Subdivision, according to the official plat on file in the office of the clerk and recorder of Yellowstone County, Montana, under Document No. 3374355.

The park requirement for this subdivision has been met by a cash-in-lieu donation in the amount of $_____ .

The undersigned hereby grants unto all utility companies, as such are defined and established by Montana Law, and cable television companies, an easement for the location, maintenance, repair and removal of their lines over, under and across the areas designated on the plat as "PUBLIC UTILITY EASEMENT" to have and hold forever. Said tract to be known and designated as WESTERN SKY SUBDIVISION, 2ND AMENDED, and the lands included in all streets and avenues as shown on the annexed plat are hereby granted and donated to the use of the public forever.

MONT VISTA, LLC.

By: _____

Title: _____

STATE OF MONTANA)
:ss
County of Yellowstone)

On this _____ day of _____ , 20____ , before me, the undersigned Notary Public for the State of Montana, personally appeared _____ , known to me to be the person who signed the foregoing instrument as _____ of MONT VISTA, LLC., and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

_____
Notary Public in and for the State of Montana

CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
:ss
County of Yellowstone)

The undersigned, a Land Surveyor licensed in the State of Montana, states that during the months of January, 2018 and September, 2018, a survey was performed under his supervision of a tract of land to be known as WESTERN SKY SUBDIVISION, 2ND AMENDED, in accordance with the request of the owner thereof and in conformance with the Montana Subdivision and Platting Act; said subdivision, description of boundaries and dimensions being in accordance with the Certificate of Dedication and as shown on the annexed plat; that the monuments found and set are of the character and occupy the positions shown hereon and that the gross area is 65.190 acres and the net area is 63.931 acres.

SANDERSON STEWART

By: _____

Montana License No. _____

Date: _____

SUBDIVISION IMPROVEMENTS AGREEMENT
Document No. _____

CONSENT TO PLATTING
Document No. _____

STORM DRAINAGE & PEDESTRIAN PATHWAY EASEMENT
Document No. _____

PUBLIC STORM DRAINAGE EASEMENT
Document No. _____

TEMPORARY PUBLIC STORM DRAINAGE EASEMENT
Document No. _____

PRIVATE WATER SERVICE EASEMENT
Document No. _____

DITCH & PEDESTRIAN PATHWAY EASEMENT
Document No. _____

EASEMENT RESERVATION
Document No. _____

RESERVED FOR CLERK AND RECORDER

05082_05_FP_PROD.DWG 05082.05 8/29/19 MDB

PLAT OF

WESTERN SKY SUBDIVISION, 2ND AMENDED

BEING LOTS 3 & 4, BLOCK 1, WESTERN SKY SUBDIVISION
SITUATED IN THE NW1/4 OF SECTION 15, T. 1 S., R. 25 E., P.M.M.,
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : MONT VISTA, LLC

JULY, 2019

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA

BASIS OF BEARING: THE BASIS OF BEARINGS FOR THIS SURVEY HAS BEEN DERIVED FROM GPS OBSERVATIONS AND IS BASED ON A NAD 83, LAMBERT CONFORMAL CONIC, SINGLE PARALLEL, LOW DISTORTION PROJECTION FOR THE CITY OF BILLINGS; HAVING A POINT OF ORIGIN AT 45°47'00"N LATITUDE AND 108°25'00"W LONGITUDE WITH A SCALE FACTOR OF 1.0001515. THE GRID TO GROUND COMBINED SCALE FACTOR AT THE SE CORNER OF THE INTERSECTION OF KING AVE. AND 48TH ST. W., BEING A REBAR WITH YELLOW CAP MARKED "KLJ 17791LS", IS 0.9999982338; THE CONVERGENCE ANGLE IS −0°09'31". DISTANCES ARE INTERNATIONAL FEET. FOR THIS SURVEY, GRID DISTANCE IS ESSENTIALLY EQUAL TO GROUND DISTANCE.

- ○ FOUND SURVEY MONUMENT, AS NOTED
- ● SET 5/8" X 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART"
- ■ SET INTERSECTION MONUMENT, 5/8"x18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART BILLINGS MT". WILL BE REPLACED WITH BRASS CAP MONUMENT BOX UPON COMPLETION OF STREET IMPROVEMENTS.

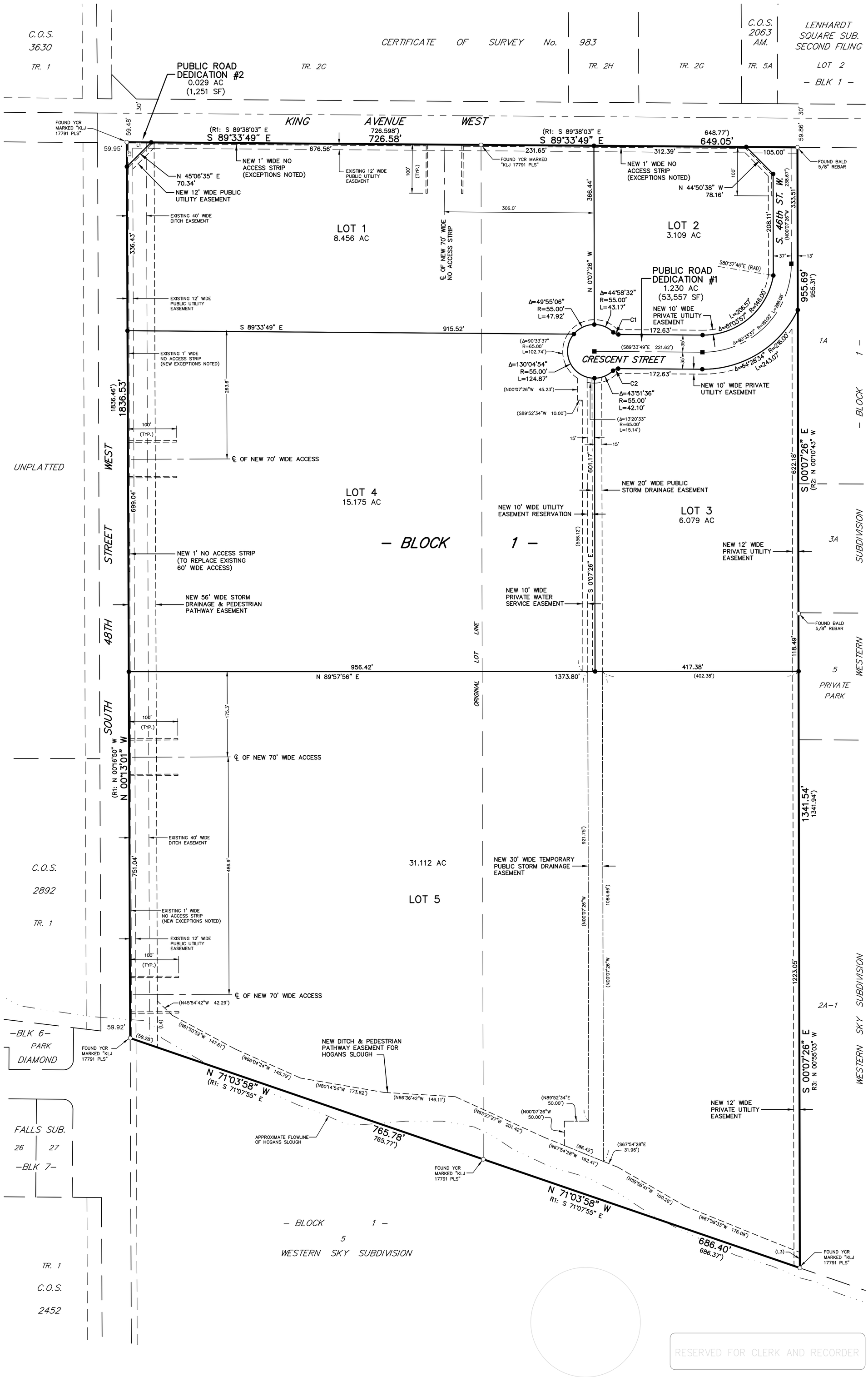
NOTE: ALL CURVES ARE TANGENT AND ALL PROPERTY LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED (X°X'X" RAD).

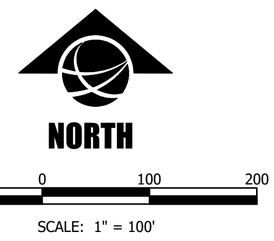
RECORD:

R1: PLAT OF WESTERN SKY SUBDIVISION, DOCUMENT No. 3374355

R2: PLAT OF WESTERN SUBDIVISION, DOCUMENT No. 3659541

R3: AMENDED PLAT OF LOT 2A OF AMENDED PLAT OF LOTS 1 & 2, WESTERN SKY SUBDIVISION, DOCUMENT No. 3720149





CURVE TABLE			
Curve #	Delta	Radius	Length
C1	44°24'55"	15.00'	11.63'
C2	44°23'47"	15.00'	11.62'

LINE TABLE		
Line #	Bearing	Distance
L1	N 89°33'49" W	50.02'
L2	S 00°13'01" E	50.02'
L3	N 00°07'26" W	31.99'
L4	S 00°13'01" E	95.48'

RESERVED FOR CLERK AND RECORDER

SHEET 2 OF 2

Consent **1. M. 1.**

Regular City Council Meeting

Meeting Date: 09/23/2019

TITLE: Payment of Claims for the week of August 19, 2019

PRESENTED BY: Andy Zoeller, Finance Director

Department: City Hall Administration

Presentation: No

PROBLEM/ISSUE STATEMENT

Claims in the amount of $1,526,276.78 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 alternative were analyzed

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends Council approve the Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

councilmemo_081919

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/19/2019	825948	A & E Architects, PC	Tax Increment South	$ 5,473.98	South Billings Recreation Center study
08/19/2019	825949	A & H Turf & Specialities	General	$ 3,720.00	Nozzles
08/19/2019	825949	A & H Turf & Specialities	Water	$ 239.82	SPRINKLER SYSTEM
08/19/2019	825950	A-1 Landscaping & Nursery	Library	$ 212.50	Invoices 1014 & 1211
08/19/2019	825950	A-1 Landscaping & Nursery	Library	$ 3,670.50	Invoices 1014 & 1211
08/19/2019	825950	A-1 Landscaping & Nursery	Library	$ 2,696.00	Invoice 1060 & 1152
08/19/2019	825950	A-1 Landscaping & Nursery	Library	$ 1,742.50	Invoice 1060 & 1152
08/19/2019	825954	Allstream Business US Inc	Airport	$ 44.29	Airport Alarm 406-294-8370
08/19/2019	825954	Allstream Business US Inc	Telephone System	$ 2,254.55	Main Bill New Account # 330046
08/19/2019	825954	Allstream Business US Inc	Telephone System	$ 79.95	Main Bill New Account # 330046 -IT
08/19/2019	825954	Allstream Business US Inc	General	$ 46.00	Main Bill New Account # 330046 -IT
08/19/2019	825954	Allstream Business US Inc	CDBG	$ 39.10	Community Development FAX
08/19/2019	825954	Allstream Business US Inc	Building Inspection	$ 39.00	Building FAX 406-657-8252
08/19/2019	825954	Allstream Business US Inc	Public Safety	$ 39.00	CPC line 247-8592
08/19/2019	825954	Allstream Business US Inc	Telephone System	$ 283.57	Main Bill New Account # 330046
08/19/2019	825954	Allstream Business US Inc	CDBG	$ 39.00	Planning FAX 406-657-8327
08/19/2019	825960	Askin Construction LLC	Airport	$ 52,023.26	Repave Long Term Parking Lot
08/19/2019	825961	Avery Dennison Corp	Street/Traffic Oper	$ 2,776.95	sheeting for sign machine
08/19/2019	825961	Avery Dennison Corp	Street/Traffic Oper	$ 660.80	ink cartridges for sign making machine
08/19/2019	825963	Beartooth Environmental	Solid Waste	$ 4,068.00	Hazardous Waste Removal at the Landfill 9402
08/19/2019	825963	Beartooth Environmental	Solid Waste	$ 4,554.00	Hazardous Waste Removal at the Landfill 9402B
08/19/2019	825966	Billings Clinic	Public Safety	$ 600.00	Billings Clinic SANE Exam 2019069
08/19/2019	825966	Billings Clinic	Public Safety	$ 600.00	Billings Clinic SANE exam 2019071
08/19/2019	825966	Billings Clinic	Public Safety	$ 600.00	Billings Clinic SANE exam 2019012
08/19/2019	825966	Billings Clinic	Public Safety	$ 600.00	Billings Clinic SANE exam 2019068
08/19/2019	825966	Billings Clinic	Public Safety	$ 600.00	Billing Clinic SANE Exam 2019070
08/19/2019	825971	Boingo LLC	Airport	$ 3,000.00	July, August, September Management Fees
08/19/2019	825975	Business Tax Section	Storm Sewer	$ 351.25	62nd & Rimrock Stormwater Detention Pond
08/19/2019	825975	Business Tax Section	Wastewater	$ 1,676.97	Montana Ave Sewer Main Replacement
08/19/2019	825975	Business Tax Section	Park District 1	$ 249.45	Installation of shade structures at Hawthorne park
08/19/2019	825975	Business Tax Section	Storm Sewer	$ 239.05	EBURD 10th to 13th Infrastructure
08/19/2019	825975	Business Tax Section	SID Construction	$ 388.50	EBURD 10th to 13th Infrastructure
08/19/2019	825975	Business Tax Section	Wastewater	$ 102.07	EBURD 10th to 13th Infrastructure
08/19/2019	825975	Business Tax Section	Tax Increment East	$ 770.39	EBURD 10th to 13th Infrastructure
08/19/2019	825975	Business Tax Section	Gas Tax	$ 663.85	Missing Sidewalk Project
08/19/2019	825975	Business Tax Section	Airport	$ 525.49	Repave Long Term Parking Lot
08/19/2019	825975	Business Tax Section	Gas Tax	$ 358.53	WO 19-04 2019 Accessibility Ramps; 3 WO1904 J&J
08/19/2019	825975	Business Tax Section	Sidewalk Construction	$ 223.55	WO 19-02 Missing Sidewalk Project
08/19/2019	825979	Century Link	Public Safety	$ 118.32	406-373-3742 Fire RR Crossing Alarm
08/19/2019	825979	Century Link	Public Safety	$ 45.66	406-245-7481 Police
08/19/2019	825979	Century Link	Water	$ 39.44	406-245-3659 PUD Alarm Water Tower

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/19/2019	825979	Century Link	Telephone System	$ 228.20	406-248-3049 Main System T1 City/County Tie
08/19/2019	825979	Century Link	Engineering	$ 106.76	406-259-7758 Measured Lines Depot
08/19/2019	825979	Century Link	EOC 911	$ 311.26	406-245-7101 9-1-1 Center Landfill #2
08/19/2019	825979	Century Link	EOC 911	$ 55.02	406-245-2296 911
08/19/2019	825979	Century Link	Radio	$ 311.26	406-248-3635 Fire Airport Radio Tower WCK
08/19/2019	825979	Century Link	EOC 911	$ 45.65	406-245-3108 911
08/19/2019	825979	Century Link	EOC 911	$ 45.65	406-245-3107 911
08/19/2019	825979	Century Link	EOC 911	$ 311.26	406-245-7102 9-1-1 Center Fox Reservoir #2
08/19/2019	825979	Century Link	Public Safety	$ 119.32	406-245-7469 Fire
08/19/2019	825979	Century Link	P.W. Admin	$ 71.18	406-259-7758 Measured Lines Depot
08/19/2019	825979	Century Link	Airport	$ 45.66	406-245-5834 Airport Alarm
08/19/2019	825979	Century Link	Radio	$ 311.26	406-248-3636 Fire Airport Radio Tower Jellison
08/19/2019	825979	Century Link	Public Safety	$ 49.97	406-651-0282 Fire 5 911 Line
08/19/2019	825979	Century Link	Solid Waste	$ 51.38	406-256-7001 Solid Waste Scale House
08/19/2019	825979	Century Link	City County Planning	$ 39.60	406-656-9578 Planning Traffic Central Broadwater
08/19/2019	825979	Century Link	Airport	$ 59.92	406-256-6014 Airport P9 Building
08/19/2019	825979	Century Link	EOC 911	$ 424.10	New 9-1-1 Center-July and August
08/19/2019	825979	Century Link	Airport	$ 55.66	406-256-7070 Airport
08/19/2019	825979	Century Link	City County Planning	$ 39.60	406-656-9604 Planning Traffic Central 9th
08/19/2019	825979	Century Link	Fleet	$ 56.71	406-256-5047 Motor Pool
08/19/2019	825979	Century Link	EOC 911	$ 410.43	New 9-1-1 Center-July and August
08/19/2019	825979	Century Link	Public Safety	$ 40.71	406-245-1743 Fire Elevator
08/19/2019	825979	Century Link	Wastewater	$ 39.60	406-259-2328 PUD Sahara Sand Lift Station
08/19/2019	825979	Century Link	Solid Waste	$ 119.84	406-245-9820 Solid Waste Landfil
08/19/2019	825979	Century Link	Public Safety	$ 39.66	406-245-6600 Crime Prevention Alarm
08/19/2019	825979	Century Link	Street/Traffic Oper	$ 39.60	406-245-9906 PW Traffic Signal 4th 27
08/19/2019	825979	Century Link	Telephone System	$ 61.83	Library 6 lines
08/19/2019	825979	Century Link	Information Resources	$ 39.68	406-245-4437 Kenco Security Alarm IT Alarm
08/19/2019	825979	Century Link	Solid Waste	$ 65.27	406-245-7193 Solid Waste Landfill
08/19/2019	825979	Century Link	Telephone System	$ 89.96	406-248-9124 Met Measured Lines 406-248-9179
08/19/2019	825979	Century Link	Library	$ 185.48	Library 6 lines
08/19/2019	825979	Century Link	Airport	$ 39.60	406-245-1044 Airport Terminal Power M
08/19/2019	825979	Century Link	Telephone System	$ 81.42	406-248-3329 Airport Measured Lines 406-248-9989
08/19/2019	825979	Century Link	Street/Traffic Oper	$ 51.38	406-259-3298 PW Traffic 3728 McDougall
08/19/2019	825983	Chicago Title of Montana	CDBG	$ 15,000.00	FTHB Emma Ruff 3285 Canyon Drive Unit 53
08/19/2019	825986	Clean Harbors Enviro	Solid Waste	$ 7,398.90	HHW Materials Management at the Landfill 1002867770
08/19/2019	825987	CMG AC, LLC	Storm Sewer	$ 34,774.09	62nd & Rimrock Stormwater Detention Pond
08/19/2019	825994	Cop Construction Co	Wastewater	$ 166,019.94	Montana Ave Sewer Main Replacement
08/19/2019	825999	Crescent Electric Supply	Street/Traffic Oper	$ 600.00	light for bench roundabout to light up flag
08/19/2019	825999	Crescent Electric Supply	Street/Traffic Oper	$ 1,996.00	power supply and network switch for signal cabinets
08/19/2019	825999	Crescent Electric Supply	Street/Traffic Oper	$ 731.76	S506819639 PO NUM 308794

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/19/2019	825999	Crescent Electric Supply	Street/Traffic Oper	$ 0.02	S506822794
08/19/2019	825999	Crescent Electric Supply	Street/Traffic Oper	$ 39.66	S506848505 PO NUM 308790
08/19/2019	825999	Crescent Electric Supply	Street/Traffic Oper	$ 221.85	S506844108 PO NUM 308792
08/19/2019	825999	Crescent Electric Supply	Street/Traffic Oper	$ 148.15	S506850425 PO NUM 308791
08/19/2019	825999	Crescent Electric Supply	Street/Traffic Oper	$ 9.28	S506844108
08/19/2019	825999	Crescent Electric Supply	Street/Traffic Oper	$ 90.25	S506822794 PO NUM 308795
08/19/2019	825999	Crescent Electric Supply	Street/Traffic Oper	$ (0.01)	S506850425
08/19/2019	825999	Crescent Electric Supply	Street/Traffic Oper	$ 180.86	S506819639
08/19/2019	825999	Crescent Electric Supply	Street/Traffic Oper	$ 483.24	S506844799 PO NUM 308793
08/19/2019	826001	Dell Computer L P	Information Resources	$ 1,267.83	i7 processor, 16GB RAM, 256 SSD, 1TB Hard drive -Deb
08/19/2019	826001	Dell Computer L P	Information Resources	$ 1,283.72	i7 processor, 16GB RAM, 256 SSD, 1TB Hard drive -Deb
08/19/2019	826001	Dell Computer L P	Water	$ 1,500.38	i7Processor,2-24" monitors,1-sound bar,Meter Shop PC
08/19/2019	826001	Dell Computer L P	General	$ 1,453.80	i7 processor, 2 24" monitors and sound bar -PRPL Melonie
08/19/2019	826003	DHM Design Corporation	Park District 1	$ 4,704.30	Coulson Park master plan
08/19/2019	826004	DOWL	Storm Sewer	$ 21,688.75	WO 18-30 City County Drain Flood Mitigation/ CO #3
08/19/2019	826004	DOWL	Storm Sewer	$ 1,021.25	62nd and Rimrock Stormwater
08/19/2019	826005	Downtown Billings BID	Downtown BID	$ 5,440.18	Paid July, distributed August 2019
08/19/2019	826008	Electrical Consultants	Water	$ 2,518.17	Evaluate Cause of Several Damaging Power Outages at WTP
08/19/2019	826018	First Montana Title Co	CDBG	$ 10,000.00	FTHB Jan Goodpaster 626 S. 38th Street W #24
08/19/2019	826019	FirstMark Construction	Sidewalk Construction	$ 22,131.15	Missing Sidewalk Project
08/19/2019	826019	FirstMark Construction	Gas Tax	$ 65,721.75	Missing Sidewalk Project
08/19/2019	826025	Granite Data Solutions	City County Planning	$ 2,680.00	IN52971-1 ADOBE Creative Cloud (2) (2) Acrobat Pro DC
08/19/2019	826027	Great West Engineering	Solid Waste	$ 12,197.69	WO 19-19 Landfill Cells 3&4 Partial Closure; 19948/3
08/19/2019	826030	Hanna Construction C.	Park District 1	$ 24,695.55	Installation of shade structures at Hawthorne Park
08/19/2019	826034	Hawkins Inc.	Water	$ 78,960.00	AQUA HAWK 457
08/19/2019	826035	HDR, Inc.	Wastewater	$ 61,949.56	W.O. 19-05 Hydrogen Sulfide Mitigation Plan
08/19/2019	826036	High Point Networks LLC	Information Resources	$ 1,429.00	Extreme WLAN controller capacity upgrade license
08/19/2019	826036	High Point Networks LLC	Information Resources	$ 3,320.00	NSA 4600 one year support Sonic Wall
08/19/2019	826036	High Point Networks LLC	Information Resources	$ 268.00	Qty.4 AVAGO SFP modules for Dell Server
08/19/2019	826042	Iaff	Payroll Clearing	$ 4,640.90	Payroll Summary
08/19/2019	826044	Industrial Comm & Electr	Solid Waste	$ 4,424.00	Radios for the garbage trucks 20797
08/19/2019	826045	Integrated Information	Library	$ 795.00	Library SIP IBM 3650 S/N: KQ-94F8T
08/19/2019	826045	Integrated Information	Water	$ 596.25	PW-Belknap File
08/19/2019	826045	Integrated Information	Airport	$ 780.00	Airport Server Maintenance
08/19/2019	826045	Integrated Information	Wastewater	$ 198.75	PW-Belknap File
08/19/2019	826045	Integrated Information	Information Resources	$ 2,780.00	IT Charges for IBM renewal
08/19/2019	826047	Interstate Power Systems	Transit	$ 302.22	C007050267:01
08/19/2019	826047	Interstate Power Systems	Solid Waste	$ (1,418.40)	C007050293.01
08/19/2019	826047	Interstate Power Systems	Solid Waste	$ 4,312.63	C007050231.01
08/19/2019	826047	Interstate Power Systems	Street/Traffic Oper	$ 107.34	C007050204.01
08/19/2019	826049	J & J Concrete Inc.	Gas Tax	$ 35,494.47	WO 19-04 2019 Accessibility Ramps; 3 WO1904 J&J

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/19/2019	826051	Jacobs Engineering	Airport	$ 322.70	Independent estimate- Terminal Building Expansion
08/19/2019	826051	Jacobs Engineering	Airport	$ 273.00	Independent estimate-Terminal Building Expansion
08/19/2019	826051	Jacobs Engineering	Airport	$ 2,904.30	Independent estimate- Terminal Building Expansion
08/19/2019	826057	Knife River	Street/Traffic Oper	$ 134.50	1 1/2" crushed base
08/19/2019	826057	Knife River	Street/Traffic Oper	$ 331.15	1 1/2" crushed base
08/19/2019	826057	Knife River	Storm Sewer	$ 4,914.00	City High Drain Improvements Invoice
08/19/2019	826057	Knife River	Street/Traffic Oper	$ 3,886.85	asphalt
08/19/2019	826057	Knife River	Street/Traffic Oper	$ 3,554.65	asphalt
08/19/2019	826057	Knife River	Street/Traffic Oper	$ 6,531.80	asphalt
08/19/2019	826057	Knife River	Wastewater	$ 10,104.84	EBURD 10th to 13th Infrastructure
08/19/2019	826057	Knife River	Tax Increment East	$ 76,267.73	EBURD 10th to 13th Infrastructure
08/19/2019	826057	Knife River	SID Construction	$ 38,461.50	EBURD 10th to 13th Infrastructure
08/19/2019	826057	Knife River	Storm Sewer	$ 23,665.95	EBURD 10th to 13th Infrastructure; RetRel2 WO1806 KnfR
08/19/2019	826057	Knife River	Street/Traffic Oper	$ 1,541.10	asphalt
08/19/2019	826057	Knife River	Street/Traffic Oper	$ 242.45	1 1/2" crushed base
08/19/2019	826057	Knife River	Water	$ 35,265.45	CRUSHED GRAVEL 3/4" -1-1 - /2TON = 1 YARD
08/19/2019	826061	LeadsOnline LLC	Public Safety	$ 7,868.00	TotalTrack Investigation System Service Package
08/19/2019	826064	MaCon Supply, Inc	Wastewater	$ 25,000.00	purchase 20- 55gal barrels of Chemstop WB HD brick sealer
08/19/2019	826065	Mailing Technical Services	Central Services	$ 6,937.01	Postage Fund (weekly bills)
08/19/2019	826067	Mark Rite Lines Equipment	Street/Traffic Oper	$ 3,100.00	gun kamber for paint striper 1324
08/19/2019	826068	Mattress by Appointment	Public Safety	$ 3,311.00	Edmond Xl firm twin mattresses
08/19/2019	826068	Mattress by Appointment	Public Safety	$ 588.00	FOUNDATION STEEL-FRAME TWIN XL
08/19/2019	826075	Montana CSED	Payroll Clearing	$ 3,690.37	Payroll Summary
08/19/2019	826079	MT Municipal Interlocal	Property Ins	$ 38,253.12	Inv. 719002 August Deductible Recovery Invoice
08/19/2019	826083	MT State Fireman	Payroll Clearing	$ 4,255.38	Payroll Summary
08/19/2019	826084	Morrison Maierle Inc	Airport	$ 9,351.39	Repave Long-Term Parking Lot - CA
08/19/2019	826085	MPPA	Payroll Clearing	$ 3,434.45	Payroll Summary
08/19/2019	826092	NorthWestern Energy	General	$ 25.76	1836666-6
08/19/2019	826092	NorthWestern Energy	Street/Traffic Oper	$ 0.34	1740357-7
08/19/2019	826092	NorthWestern Energy	Transit	$ 230.90	0719225-5
08/19/2019	826092	NorthWestern Energy	Water	$ 9,892.84	0723040-2
08/19/2019	826092	NorthWestern Energy	Water	$ 993.96	1116452-2
08/19/2019	826092	NorthWestern Energy	General	$ 60.38	0720818-4
08/19/2019	826092	NorthWestern Energy	Water	$ 6.10	0723059-2
08/19/2019	826092	NorthWestern Energy	General	$ 497.33	1191404-1
08/19/2019	826092	NorthWestern Energy	Street/Traffic Oper	$ 0.70	1748896-6
08/19/2019	826092	NorthWestern Energy	Wastewater	$ 93,466.92	0100591-7
08/19/2019	826092	NorthWestern Energy	Wastewater	$ 2,052.42	0100606-3
08/19/2019	826092	NorthWestern Energy	General	$ 2,769.47	0720821-8
08/19/2019	826092	NorthWestern Energy	General	$ 971.64	0722287-0
08/19/2019	826092	NorthWestern Energy	General	$ 229.03	0712536-2

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08/19/2019	826092	NorthWestern Energy	Water	$ 11,875.91	0722264-9
08/19/2019	826092	NorthWestern Energy	Water	$ 155,984.00	0100606-3
08/19/2019	826092	NorthWestern Energy	Water	$ 6,157.26	0100606-3
08/19/2019	826092	NorthWestern Energy	Public Safety	$ 692.86	0871546-8
08/19/2019	826092	NorthWestern Energy	General	$ 48.66	0712387-0
08/19/2019	826092	NorthWestern Energy	General	$ 1,251.12	0723045-1
08/19/2019	826092	NorthWestern Energy	Water	$ 201.42	1142253-2
08/19/2019	826092	NorthWestern Energy	Water	$ 1,652.41	0100485-2
08/19/2019	826092	NorthWestern Energy	General	$ 104.39	Electrical charges for tennis courts at Pioneer
08/19/2019	826092	NorthWestern Energy	Transit	$ 2,326.86	Electricity at METroplex 6/27/19 to 7/26/19
08/19/2019	826092	NorthWestern Energy	CDBG	$ 5.51	930 Steffanich Dr Foreclosure acquisition/rehab program
08/19/2019	826092	NorthWestern Energy	Wastewater	$ 115.46	1175972-7 AUG 2019; MONTHLY SERVICE FEES
08/19/2019	826094	P.Q.L Inc.	Public Safety	$ 1,086.72	LLB545 T-5 LED BULBS
08/19/2019	826094	P.Q.L Inc.	Public Safety	$ 1,813.84	LLB235: T-8 LED BULBS
08/19/2019	826099	QSI 2011, Inc	General	$ 15,893.32	Installation & Training
08/19/2019	826100	Ram'd Air Gear Dryer Inc	Public Safety	$ 9,495.00	TG-8H, AMBIENT/HEATED AIR GEAR DRYER
08/19/2019	826100	Ram'd Air Gear Dryer Inc	Public Safety	$ 422.91	FREIGHT CHARGES
08/19/2019	826102	RDO Equipment Co.	Solid Waste	$ 1,998.94	PARTS FOR UNIT 0259
08/19/2019	826102	RDO Equipment Co.	Solid Waste	$ 731.07	PARTS FOR UNIT 0259
08/19/2019	826102	RDO Equipment Co.	Solid Waste	$ 748.98	Parts for Landfill equipment P51481
08/19/2019	826106	Rocky Mountain Compost	Park District 1	$ 440.00	additional playground chips for Primrose
08/19/2019	826106	Rocky Mountain Compost	Park District 1	$ 5,720.00	playground chips for Primrose park (15593)
08/19/2019	826109	Sanderson Stewart	City County Planning	$ 8,917.46	Inner Belt Loop Corridor Study-SW01012019
08/19/2019	826109	Sanderson Stewart	Tax Increment East	$ 13,355.92	EBURD N 10TH ST to N 13TH St
08/19/2019	826111	Solid Waste Systems Inc	Solid Waste	$ 356.88	116200
08/19/2019	826111	Solid Waste Systems Inc	Solid Waste	$ 1,344.24	115973
08/19/2019	826111	Solid Waste Systems Inc	Solid Waste	$ 1,342.77	116096
08/19/2019	826111	Solid Waste Systems Inc	Solid Waste	$ 1,015.54	116187
08/19/2019	826113	SRF Consulting Group Inc	Engineering	$ 22,917.05	BUILD GRANT CONSULTANT AGREEMENT (ENG)
08/19/2019	826121	Titan Machinery Inc	Street/Traffic Oper	$ 204.15	sleeve for unit 1234
08/19/2019	826121	Titan Machinery Inc	Wastewater	$ 18.31	12720747
08/19/2019	826121	Titan Machinery Inc	Street/Traffic Oper	$ 398.00	12719148
08/19/2019	826121	Titan Machinery Inc	Street/Traffic Oper	$ 4,970.00	12719148
08/19/2019	826121	Titan Machinery Inc	Street/Traffic Oper	$ 340.76	1056708
08/19/2019	826121	Titan Machinery Inc	Wastewater	$ 283.24	12720747
08/19/2019	826121	Titan Machinery Inc	Fleet	$ 413.80	12720399 PO NUM 308781
08/19/2019	826121	Titan Machinery Inc	Street/Traffic Oper	$ 473.99	sleeve and bit for unit 1234
08/19/2019	826122	Town & Country Supply	Fleet	$ 19,468.66	400867 PO NUM 308766
08/19/2019	826122	Town & Country Supply	Water	$ 331.84	FUEL FOR DREDGE 7351
08/19/2019	826122	Town & Country Supply	Public Safety	$ 764.48	401600: FIRE 1 - DIESEL
08/19/2019	826122	Town & Country Supply	Transit	$ 11,952.00	400791 PO NUM 308787

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/19/2019	826122	Town & Country Supply	Public Safety	$ 1,028.56	401600 FIRE 1: UNLEADED
08/19/2019	826122	Town & Country Supply	Water	$ 379.67	FUEL FOR DREDGE 7351
08/19/2019	826122	Town & Country Supply	Transit	$ 4,374.64	401441 PO NUM 308799
08/19/2019	826124	Tractor & Equipment	Property Ins	$ 567.00	Excavator damage at Centennial Park
08/19/2019	826124	Tractor & Equipment	Solid Waste	$ 1,025.48	Parts for Landfill equipment BLCS0711885
08/19/2019	826124	Tractor & Equipment	Solid Waste	$ 2,254.64	Parts for Landfill Equipment BLCS0710793
08/19/2019	826124	Tractor & Equipment	Solid Waste	$ 1,795.55	Parts for Landfill Equipment BLCS0711415
08/19/2019	826124	Tractor & Equipment	Water	$ 346.08	NONSTOCKING ITEMS-P.U.D.
08/19/2019	826124	Tractor & Equipment	Water	$ 405.53	BLW00192582
08/19/2019	826124	Tractor & Equipment	Street/Traffic Oper	$ 183.53	BLCS0709340
08/19/2019	826124	Tractor & Equipment	Water	$ 985.98	BLW00193023
08/19/2019	826124	Tractor & Equipment	Solid Waste	$ 1,657.09	Parts for Landfill Equipment BLCS0710227
08/19/2019	826124	Tractor & Equipment	Solid Waste	$ 830.76	Parts for Landfill equipment BLCS0711886
08/19/2019	826124	Tractor & Equipment	Water	$ 121.80	NONSTOCKING ITEMS-P.U.D.
08/19/2019	826124	Tractor & Equipment	Water	$ 121.55	NONSTOCKING ITEMS-P.U.D.
08/19/2019	826129	TTCL Services LLC	Airport	$ 2,858.44	FY20 Window Cleaning Service July 2019-June 2020
08/19/2019	826144	Womack Machine	Street/Traffic Oper	$ 3,270.49	144152
08/19/2019	826147	Yellowstone County	Public Safety	$ 10,200.00	Yellowstone County Detention Facility July 2019 Boarders
08/19/2019	826149	Yellowstone County GIS	Information Resources	$ 8,750.00	Main Bill New Account # 330046 -Dehler Park
08/19/2019	826151	Yellowstone Electric Co	Airport	$ 2,830.50	Labor charges for sign relocation on the Airfield
08/19/2019	826153	Zayo Group LLC	Telephone System	$ 2,527.57	Bill Account#026770-T1 Ethernet Connection

Consent **1. M. 2.**

Regular City Council Meeting

Meeting Date: 09/23/2019

TITLE: Payment of Claims for the week of August 26, 2019

PRESENTED BY: Andy Zoeller

Department: City Hall Administration

Presentation: No

PROBLEM/ISSUE STATEMENT

Claims in the amount of $2,855,775.02 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

councilmemo08262019

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/26/2019	826155	A+ Electric Motor Repair	Water	$ 22,006.00	19-762; REWINDING MOTOR FOR TRANSFER PUMP H5
08/26/2019	826157	Abbott Products Inc	General	$ 7,284.95	Bingo machine for senior community center
08/26/2019	826162	Altitude Signal LLC	Arterial Streets	$ 67,125.00	WO 19-99 2019 Signal Upgrade; I001298
08/26/2019	826162	Altitude Signal LLC	Street/Traffic Oper	$ 3,750.00	Pelco astro-brac steller clamp kit and aluminum tube for signals
08/26/2019	826164	Anderson Service Inc	Wastewater	$ 5,716.11	16872; DRY POLYMER HOIST
08/26/2019	826167	AT & T Corp	Water	$ 97.10	PWBLKNP STORES -75/25
08/26/2019	826167	AT & T Corp	Wastewater	$ 472.90	PWBLKNP Electricians -Phones
08/26/2019	826167	AT & T Corp	Water	$ 34.20	PWBLKNP OFFICE -60/40
08/26/2019	826167	AT & T Corp	Library	$ 47.64	Library Out Reach
08/26/2019	826167	AT & T Corp	Wastewater	$ 126.96	PW-Distribution Collection Tablets 60/40
08/26/2019	826167	AT & T Corp	Wastewater	$ 643.85	PWBELKNAP-DIST COLL 60/40
08/26/2019	826167	AT & T Corp	General	$ 34.84	PRPL-Parks MiFi 406.850.7416 -West End Shop
08/26/2019	826167	AT & T Corp	Water	$ 1,044.96	PWBELKNAP-WT Water Treatment
08/26/2019	826167	AT & T Corp	General	$ (29.34)	PRPL -Parks Seasonal
08/26/2019	826167	AT & T Corp	General	$ 0.32	PRPL Parks Tablets
08/26/2019	826167	AT & T Corp	Water	$ 340.28	PWBLKNP MTRSHOP
08/26/2019	826167	AT & T Corp	General	$ 9.44	Cemetery -Shop Phone
08/26/2019	826167	AT & T Corp	Wastewater	$ 32.36	PWBLKNP STORES -75/25
08/26/2019	826167	AT & T Corp	Solid Waste	$ 45.04	PW- Solid Waste (Card)
08/26/2019	826167	AT & T Corp	Water	$ 1,059.98	iPads -Gibson and Gerrels $529.99 each
08/26/2019	826167	AT & T Corp	Water	$ 83.30	PW-Distribution Collection Tablets 60/40
08/26/2019	826167	AT & T Corp	Engineering	$ 245.03	PW-Engineering
08/26/2019	826167	AT & T Corp	General	$ 304.52	PRPL Rec Seasonal
08/26/2019	826167	AT & T Corp	Parking	$ 83.85	Parking Phones
08/26/2019	826167	AT & T Corp	Telephone System	$ (19.90)	TeleComm Manager
08/26/2019	826167	AT & T Corp	Wastewater	$ 1,271.98	New iPads Wagner, Mashek, Albrecht, Clark, Dunn
08/26/2019	826167	AT & T Corp	Water	$ 429.24	PWBELKNAP-DIST COLL 60/40
08/26/2019	826167	AT & T Corp	Water	$ 605.50	Comm. Meter City works
08/26/2019	826167	AT & T Corp	General	$ 324.97	PRPL - Recreation Division
08/26/2019	826167	AT & T Corp	General	$ 94.66	City Attorney -Legal
08/26/2019	826167	AT & T Corp	General	$ 315.94	Code Enforcement
08/26/2019	826167	AT & T Corp	General	$ 571.11	Parks Dept.
08/26/2019	826167	AT & T Corp	Telephone System	$ 17.10	TeleComm Manager
08/26/2019	826167	AT & T Corp	Telephone System	$ 6,877.44	iPads ordered wrong size, returned same day as delivered.
08/26/2019	826167	AT & T Corp	General	$ 213.08	Municipal Court
08/26/2019	826167	AT & T Corp	Wastewater	$ 51.30	PWBLKNP OFFICE -60/40
08/26/2019	826167	AT & T Corp	Wastewater	$ 824.58	PWBLNP-WWTRMNT1 Wastewater Treatment Plant
08/26/2019	826167	AT & T Corp	Library	$ 42.33	Library
08/26/2019	826167	AT & T Corp	Water	$ 1,907.96	New iPads Wagner, Mashek, Albreght, Clark, Dunn
08/26/2019	826167	AT & T Corp	General	$ 234.99	PRPL -Parks Seasonal
08/26/2019	826167	AT & T Corp	Transit	$ 61.26	Trans-On Call MET -Should be canceled last April, will not pay

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/26/2019	826168	AT & T Corp	Public Safety	$ 940.58	MDT Fire
08/26/2019	826168	AT & T Corp	Public Safety	$ 236.68	Police -Resource Officers
08/26/2019	826168	AT & T Corp	Building Inspection	$ 401.40	PW-Building Tablets (Planning)
08/26/2019	826168	AT & T Corp	Public Safety	$ 2,648.29	Police Department Cell Phone
08/26/2019	826168	AT & T Corp	Public Safety	$ 284.01	Animal Control Cell Phones
08/26/2019	826168	AT & T Corp	Public Safety	$ 87.47	ICAC -Campbell and Spare
08/26/2019	826168	AT & T Corp	Public Safety	$ 1,145.38	Fire Department Cell Phones
08/26/2019	826168	AT & T Corp	Public Safety	$ 3,644.16	Police MDT Toughbooks
08/26/2019	826168	AT & T Corp	Public Safety	$ 240.84	Animal Control -MDT
08/26/2019	826168	AT & T Corp	Airport	$ 534.21	Airport
08/26/2019	826168	AT & T Corp	General	$ 47.33	Legal Dept -Domestic Violence
08/26/2019	826168	AT & T Corp	Parking	$ 97.63	Parking Division Meter Maintenance
08/26/2019	826168	AT & T Corp	Building Inspection	$ 473.60	PW-Building Cell Phones
08/26/2019	826168	AT & T Corp	Transit	$ 453.60	MET Transit Tablets
08/26/2019	826168	AT & T Corp	Police Programs	$ 40.14	CCSIU MDT
08/26/2019	826168	AT & T Corp	Information Resources	$ 47.33	IT Department -On call Phone
08/26/2019	826168	AT & T Corp	Police Programs	$ 47.33	Domestic Violence -Katie Nash
08/26/2019	826179	Billings Depot Inc	P.W. Admin	$ 2,729.30	Rent
08/26/2019	826179	Billings Depot Inc	Engineering	$ 10,917.20	Rent
08/26/2019	826184	Border States Electric	Water	$ 106.36	918023389; STAPLES AND STRUT
08/26/2019	826184	Border States Electric	Water	$ 1,861.04	ENCLOSURE FOR WTP CLEARWELL RADIO SITE, FOX
08/26/2019	826184	Border States Electric	Wastewater	$ 2,857.95	REPAIR/EXCHANGE PANEL FOR CENTRIFUGE
08/26/2019	826184	Border States Electric	Water	$ 5.48	REPLACEMENT TOOL FOR E-5
08/26/2019	826184	Border States Electric	Wastewater	$ 5.47	REPLACEMENT TOOL FOR E-5
08/26/2019	826184	Border States Electric	Water	$ 497.89	H.S. VFD PROJECT
08/26/2019	826184	Border States Electric	Water	$ 33.32	LUGS FOR H-5 PROJECT
08/26/2019	826184	Border States Electric	Wastewater	$ 48.03	FISH TAPE FOR TRUCK # 7177
08/26/2019	826184	Border States Electric	Wastewater	$ 991.89	REPLACEMENT POLYMER DRIVE
08/26/2019	826184	Border States Electric	Water	$ 48.02	FISH TAPE FOR TRUCK # 7177
08/26/2019	826184	Border States Electric	Arterial Streets	$ 27,924.00	Midland Rd & Daniel St Traffic Signal
08/26/2019	826184	Border States Electric	Water	$ 16.84	Distribution terminal covers, WTP- control structure
08/26/2019	826184	Border States Electric	Water	$ 160.55	SCHOTCHLOK UR 19-26 AWG BUTT CONNECTOR
08/26/2019	826184	Border States Electric	Water	$ 105.36	TERMINAL BLOCKS FOR POWER DISTRIBUTION
08/26/2019	826184	Border States Electric	Wastewater	$ 61.83	Replace fuse for storm water pumps & flow meter in tunnel
08/26/2019	826184	Border States Electric	Water	$ 10.56	INDICATING BULBS CM 44 ELECT P/N: 150745
08/26/2019	826184	Border States Electric	Water	$ 103.16	EXTENSION CORDS 25' - 12/3 CAPACITY
08/26/2019	826184	Border States Electric	Water	$ 82.04	Flex conduit for WTP Birk Chemical instrumentation
08/26/2019	826184	Border States Electric	Water	$ 201.60	CABLE TIE MOUNTING - BRACKETS
08/26/2019	826184	Border States Electric	Water	$ 203.21	CONDUIT - 3/4 RIGID STEEL -
08/26/2019	826184	Border States Electric	Water	$ 28,044.13	Replace Motor Drive for Water Plant Transfer Pump H-5; 918018079
08/26/2019	826184	Border States Electric	Water	$ 437.96	Replace Motor Drive for Water Plant Transfer Pump H-5

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/26/2019	826184	Border States Electric	Water	$ 115.68	918182483; GLOVE TESTING
08/26/2019	826184	Border States Electric	Wastewater	$ 115.69	918182483; GLOVE TESTING
08/26/2019	826184	Border States Electric	Water	$ 31.67	918023392; ALLIGATOR CLIP
08/26/2019	826184	Border States Electric	Wastewater	$ 31.67	918023392; ALLIGATOR CLIP
08/26/2019	826184	Border States Electric	Water	$ 2,318.04	Enclosure & ventilation kit for Fox Pump Station communications
08/26/2019	826184	Border States Electric	Water	$ 5.44	INDICATING BULBS CM 44 ELECT P/N: 150745
08/26/2019	826184	Border States Electric	Wastewater	$ 13.76	918112506; GLASS TAPE
08/26/2019	826184	Border States Electric	Water	$ 20.64	918112506; GLASS TAPE
08/26/2019	826184	Border States Electric	Water	$ 132.05	918105550; REPAIR OF TEST EQUIPMENT
08/26/2019	826184	Border States Electric	Wastewater	$ 132.05	918105550; REPAIR OF TEST EQUIPMENT
08/26/2019	826184	Border States Electric	Water	$ 5.48	918115449; ELECTRICAL TOOLS
08/26/2019	826184	Border States Electric	Wastewater	$ 5.47	918115449; ELECTRICAL TOOLS
08/26/2019	826184	Border States Electric	Water	$ 23.31	WIRE FOR H-5 PUMP
08/26/2019	826184	Border States Electric	Wastewater	$ 1,430.28	BREAKERS FOR PSP PUMP; 918071947
08/26/2019	826184	Border States Electric	Water	$ 457.00	Ventilation kit for WTP- Clearwell radio enclosure
08/26/2019	826188	Business Tax Section	Ballpark Donations	$ 2,380.85	Business tax on contract price of video board-Daktronics
08/26/2019	826188	Business Tax Section	Ballpark Donations	$ 64.00	Business tax on change order #1-Daktronics video board at Dehler
08/26/2019	826188	Business Tax Section	Wastewater	$ 2,494.54	WO 19-01 Sch 2 Montana Ave Sewer Main Replacement; Pmt 2
08/26/2019	826188	Business Tax Section	Water	$ 139.65	Emergency repair of 6" water service @ 2671 Gabel Rd
08/26/2019	826188	Business Tax Section	Solid Waste	$ 12,249.91	WO 17-12 Landfill Reconfiguration; Pmt 5
08/26/2019	826194	Cop Construction Co	Wastewater	$ 246,959.46	WO 19-01 Sch 2 Montana Ave Sewer Main Replacement; Pmt 2
08/26/2019	826194	Cop Construction Co	Water	$ 13,825.21	Emergency repair of 6" water service @ 2671 Gabel Rd
08/26/2019	826197	Cummins Rocky Mountain	Solid Waste	$ 32.06	13513
08/26/2019	826197	Cummins Rocky Mountain	Solid Waste	$ 168.56	13089
08/26/2019	826197	Cummins Rocky Mountain	Solid Waste	$ 316.75	13297
08/26/2019	826197	Cummins Rocky Mountain	Solid Waste	$ 1,057.52	13228
08/26/2019	826197	Cummins Rocky Mountain	Solid Waste	$ (1,057.52)	13234
08/26/2019	826197	Cummins Rocky Mountain	Solid Waste	$ 22.40	13381
08/26/2019	826197	Cummins Rocky Mountain	Solid Waste	$ 84.28	13515
08/26/2019	826197	Cummins Rocky Mountain	Solid Waste	$ 548.95	13278
08/26/2019	826197	Cummins Rocky Mountain	Public Safety	$ 73.41	13089
08/26/2019	826197	Cummins Rocky Mountain	Solid Waste	$ (343.75)	13613
08/26/2019	826197	Cummins Rocky Mountain	Solid Waste	$ 86.62	13349
08/26/2019	826197	Cummins Rocky Mountain	Transit	$ 638.72	38-13191
08/26/2019	826197	Cummins Rocky Mountain	Fleet	$ 333.57	13376 PO NUM 308810
08/26/2019	826197	Cummins Rocky Mountain	Fleet	$ 152.42	13375 PO NUM 308810
08/26/2019	826197	Cummins Rocky Mountain	Fleet	$ 252.32	13118 PO NUM 308810
08/26/2019	826197	Cummins Rocky Mountain	Fleet	$ 226.82	13395 PO NUM 308810
08/26/2019	826199	Daktronics, Inc	Ballpark Donations	$ 235,704.15	Video board for Dehler park
08/26/2019	826199	Daktronics, Inc	Ballpark Donations	$ 6,336.00	Change order #1 to increase contract
08/26/2019	826203	Dixie Petro-Chem	General	$ 1,802.00	Chlorine for pools

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/26/2019	826203	Dixie Petro-Chem	General	$ 901.00	Chlorine for pools
08/26/2019	826204	Donnes Inc	Street/Traffic Oper	$ 2,750.00	Shiloh ditch cleaning
08/26/2019	826205	DoubleMap Inc	Transit	$ 7,650.00	Subscription fees 6/11/2019 through 6/10/2020
08/26/2019	826206	DOWL	Storm Sewer	$ 4,271.25	WO 18-30 City County Drain Flood Mitigation
08/26/2019	826209	Dustbusters	Street/Traffic Oper	$ 11,382.58	dustgard used for dust suppressant on gravel streets
08/26/2019	826209	Dustbusters	Street/Traffic Oper	$ 11,223.28	dustgard used on gravel streets for dust suppressant
08/26/2019	826218	Gartner	Police Programs	$ 2,762.85	Trav Reimb for Bomb training in FL. All expenses federally funded
08/26/2019	826224	Hanson Chemical Inc.	General	$ 7,506.00	sport 20" disk cleaning machine for community/senior center
08/26/2019	826225	HDR, Inc.	Water	$ 202,371.73	WO 19-12 West End Reservoir
08/26/2019	826228	InfoSend Inc	P.W. Admin	$ 12,984.73	157241; MONTHLY STATEMENT PRINTING AND MAILING
08/26/2019	826228	InfoSend Inc	P.W. Admin	$ 3,231.91	157241; MONTHLY STATEMENT PRINTING AND MAILING
08/26/2019	826228	InfoSend Inc	Water	$ 7,505.92	155881; MONTHLY STATEMENT PRINTING AND MAILING
08/26/2019	826228	InfoSend Inc	Wastewater	$ 1,248.96	155881; MONTHLY STATEMENT PRINTING AND MAILING
08/26/2019	826228	InfoSend Inc	Water	$ 1,873.45	155881; MONTHLY STATEMENT PRINTING AND MAILING
08/26/2019	826228	InfoSend Inc	Wastewater	$ 5,003.94	155881; MONTHLY STATEMENT PRINTING AND MAILING
08/26/2019	826230	Jims Electric Service	Airport	$ 2,525.00	Invoice #14430. Rebuild AHU-8 motor
08/26/2019	826237	Knife River	Street/Traffic Oper	$ 133.70	1 1/2" crushed base
08/26/2019	826237	Knife River	Street/Traffic Oper	$ 46.00	1 1/2" crushed base
08/26/2019	826237	Knife River	Street/Traffic Oper	$ 2,651.00	asphalt
08/26/2019	826237	Knife River	Street/Traffic Oper	$ 40.15	asphalt
08/26/2019	826237	Knife River	Street/Traffic Oper	$ 4,436.30	asphalt
08/26/2019	826239	L N Curtis and Sons	Public Safety	$ 6,840.00	HOSE: 1.75" X 50FT, COUPLED TO 1.5" NH
08/26/2019	826239	L N Curtis and Sons	Public Safety	$ 6,840.00	HOSE: 1.75" X 50FT, COUPLED TO 1.5" NH
08/26/2019	826239	L N Curtis and Sons	Public Safety	$ 3,270.00	Hose: 2.5" X 50-FT COUPLED TO 2.5" NH
08/26/2019	826244	Montana Dakota Utilities	Wastewater	$ 36.23	735 453 1000 2
08/26/2019	826244	Montana Dakota Utilities	Public Safety	$ 41.64	885 880 1000 4
08/26/2019	826244	Montana Dakota Utilities	Wastewater	$ 989.96	293 780 1000 2
08/26/2019	826244	Montana Dakota Utilities	Transit	$ 55.19	962 880 1000 0
08/26/2019	826244	Montana Dakota Utilities	Public Safety	$ 156.51	169 233 1000 3
08/26/2019	826244	Montana Dakota Utilities	Wastewater	$ 1,979.93	293 780 1000 2
08/26/2019	826244	Montana Dakota Utilities	Public Safety	$ 56.82	533 653 1000 1
08/26/2019	826244	Montana Dakota Utilities	General	$ 32.19	437 780 1000 9
08/26/2019	826244	Montana Dakota Utilities	Parking	$ 17.03	717 353 1000 6
08/26/2019	826244	Montana Dakota Utilities	Parking	$ 17.59	303 725 2591 2
08/26/2019	826244	Montana Dakota Utilities	Engineering	$ 36.35	595 373 1000 1
08/26/2019	826244	Montana Dakota Utilities	Wastewater	$ 989.96	293 780 1000 2
08/26/2019	826244	Montana Dakota Utilities	P.W. Admin	$ 9.09	595 373 1000 1
08/26/2019	826244	Montana Dakota Utilities	Facilities Mngmt	$ 129.41	929 780 1000 4
08/26/2019	826244	Montana Dakota Utilities	Library	$ 146.76	219 924 4851 0
08/26/2019	826244	Montana Dakota Utilities	Water	$ 10.17	373 580 1000 9
08/26/2019	826244	Montana Dakota Utilities	Water	$ 18.16	541 380 1000 1

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/26/2019	826244	Montana Dakota Utilities	Water	$ 36.32	921 580 1000 6
08/26/2019	826244	Montana Dakota Utilities	Airport	$ 1,438.11	595 580 1000 1
08/26/2019	826244	Montana Dakota Utilities	Wastewater	$ 39.04	596 733 1000 5
08/26/2019	826244	Montana Dakota Utilities	General	$ 18.16	501 473 1000 2
08/26/2019	826244	Montana Dakota Utilities	Water	$ 10.17	373 580 1000 9
08/26/2019	826244	Montana Dakota Utilities	Airport	$ 75.34	706 580 1000 7
08/26/2019	826244	Montana Dakota Utilities	Airport	$ 71.56	285 580 1000 6
08/26/2019	826244	Montana Dakota Utilities	Wastewater	$ 36.32	713 064 3190 0
08/26/2019	826244	Montana Dakota Utilities	Wastewater	$ 38.50	843 879 2205 1
08/26/2019	826247	Morrison Maierle Inc	Airport	$ 215.57	AIP XX. SCBA & Bunker Gear
08/26/2019	826247	Morrison Maierle Inc	Airport	$ 1,940.13	AIP XX. SCBA & Bunker Gear
08/26/2019	826247	Morrison Maierle Inc	Airport	$ 38,299.48	AIP 58 Terminal Building Expansion
08/26/2019	826247	Morrison Maierle Inc	Airport	$ 219,435.92	AIP 58 Terminal Building Expansion
08/26/2019	826249	MT Waterworks	Water	$ 64.00	1" COUPLING CTS X FLARE
08/26/2019	826249	MT Waterworks	Water	$ 220.00	K1135 TOP PLATE 5 1/4" - 2185972 P/N: 333-030-00620
08/26/2019	826249	MT Waterworks	Water	$ 800.00	#34-SEAT RING GASKET FOR K11 HYDRANT P/N: 333-030-00130
08/26/2019	826249	MT Waterworks	Street/Traffic Oper	$ 424.50	storm sewer swivel joint
08/26/2019	826249	MT Waterworks	Water	$ 398.97	29856; 1-12" HYMAX COUPLING
08/26/2019	826249	MT Waterworks	Water	$ 535.76	29884; 2-8"x 8"x 8" TEES
08/26/2019	826249	MT Waterworks	Water	$ 45.60	ORANGE UPSIDE DOWN PAINT P/N: S03700
08/26/2019	826249	MT Waterworks	Water	$ 405.65	3/4" COMP CTS BALL VALVE-NL P/N: 76104Q34
08/26/2019	826249	MT Waterworks	Water	$ 65.80	3/4" COMP X MIP ADAPTOR - NL P/N: 74753Q34
08/26/2019	826249	MT Waterworks	Water	$ 398.97	12" HYMAX 2 COUPLING - 12.40-13.66 (200001366260)
08/26/2019	826249	MT Waterworks	Water	$ 924.08	1" CURB VALVE COMPRESSION MINN P/N: 76104Q1
08/26/2019	826249	MT Waterworks	Water	$ 25.60	BLACK NIPPLE 1 1/4 IN CLOSE P/N: 1NB0701
08/26/2019	826249	MT Waterworks	Water	$ 462.04	1" CURB VALVE - COMPRESSION - MINNEAPOLIS P/N: 76104Q1
08/26/2019	826249	MT Waterworks	Water	$ 192.00	1" COUPLING CTS X FLARE 74755Q1 P/N: 74755Q1
08/26/2019	826249	MT Waterworks	Water	$ 590.00	1X60 K SOFT COPPER TUBE P/N: KSOFT160
08/26/2019	826255	NorthWestern Energy	Street/Traffic Oper	$ 11,153.23	Signal Bills
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 4,450.15	SILMD 13 Acct# 0721276-4
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 1,144.01	SILMD 17 Acct# 0712553-7
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 390.60	SILMD 125 Acct# 0712574-3
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 195.30	SILMD 126 Acct# 0712575-0
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 753.30	SILMD 138 Acct# 0712586-7
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 912.98	SILMD 157 Acct# 0712600-6
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 56.90	SILMD 320 Acct# 0712569-3
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 417.85	SILMD 191 Acct# 0712629-5
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 304.33	SILMD 192 Acct# 0712630-3
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 73.62	SILMD 197 Acct# 0712635-2
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 606.74	SILMD 202 Acct# 0712639-4
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 19.63	SILMD 203 Acct# 0712640-2

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 49.10	SILMD 212 Acct# 0712649-3
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 117.80	SILMD 223 Acct# 0712657-6
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 327.74	SILMD 175 Acct# 0712614-7
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 280.92	SILMD 188 Acct# 0712626-1
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 117.06	SILMD 198 Acct# 0712636-0
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 387.26	SILMD 204 Acct# 0712641-0
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 327.74	SILMD 206 Acct# 0712643-6
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 29.45	SILMD 213 Acct# 0712650-1
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 140.47	SILMD 216 Acct# 0712652-7
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 1,166.55	SILMD 10 Acct# 0712546-1
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 2,187.43	SILMD 14 Acct# 0721277-2
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 702.29	SILMD 127 Acct# 0712576-8
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 4,329.57	SILMD 152 Acct# 0712596-6
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 538.41	SILMD 153 Acct# 0712597-4
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 698.17	SILMD 163 Acct# 0712606-3
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 983.20	SILMD 174 Acct# 0712613-9
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 502.20	SILMD 261 Acct# 0720705-3
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 217.41	SILMD 278 Acct# 1087619-1
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 691.41	SILMD 280 Acct# 1045653-1
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 229.39	SILMD 289 Acct# 1685375-6
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 468.20	SILMD 294 Acct# 1481535-1
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 207.26	SILMD 302 Acct# 1607534-3
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 323.03	SILMD 321 Acct# 3338917-2
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 77.54	SILMD 222 Acct# 0712656-8
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 370.52	SILMD 225 Acct# 0712659-2
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 809.10	SILMD 228 Acct# 0712662-6
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 418.50	SILMD 229 Acct# 0712663-4
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 585.90	SILMD 231 Acct# 0712665-9
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 334.80	SILMD 246 Acct# 0712679-0
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 175.36	SILMD 255 Acct# 0720813-5
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 1,170.51	SILMD 183 Acct# 0712621-2
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 82.16	SILMD 200 Acct# 0712637-8
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 637.63	SILMD 227 Acct# 0712661-8
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 411.92	SILMD 240 Acct# 0712674-1
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 2,710.86	SILMD 248 Acct# 0712681-6
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 451.02	SILMD 270 Acct# 0906944-4
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 1,240.72	SILMD 296 Acct# 1481537-7
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 263.24	SILMD 324 Acct# 1246537-3
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 187.28	SILMD 122 Acct# 0712571-9
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 960.46	SILMD 159 Acct# 0712602-2
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 46.20	SILMD 162 Acct# 0712605-5

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08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 376.93	SILMD 214 Acct# 0712651-9
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 370.78	SILMD 217 Acct# 0712653-5
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 3,906.96	SILMD 251 Acct# 0718801-4
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 3,117.64	SILMD 262 Acct# 0720937-2
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 917.54	SILMD 257 Acct# 0720360-7
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 179.26	SILMD 306 Acct# 1740353-6
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 552.05	SILMD 323 Acct# 3597170-4
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 948.59	SILMD 114 Acct# 0712563-6
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 438.03	SILMD 147 Acct# 0712592-5
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 725.40	SILMD 160 Acct# 0712603-0
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 351.15	SILMD 180 Acct# 0712618-8
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 140.47	SILMD 185 Acct# 0712623-8
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 26.40	SILMD 205 Acct# 0712642-8
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 119.07	SILMD 130 Acct# 0712579-2
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 510.31	SILMD 134 Acct# 0712582-6
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 809.10	SILMD 158 Acct# 0712601-4
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 892.78	SILMD 165 Acct# 0712608-9
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 561.84	SILMD 171 Acct# 0712610-5
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 1,701.87	SILMD 181 Acct# 0712619-6
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 585.26	SILMD 182 Acct# 0712620-4
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 974.96	SILMD 263 Acct# 0720716-0
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 414.12	SILMD 300 Acct# 1662840-6
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 316.67	SILMD 315 Acct# 3305804-1
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 380.15	SILMD 208 Acct# 0712645-1
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 976.50	SILMD 230 Acct# 0712664-2
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 864.44	SILMD 233 Acct# 0712667-5
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 539.24	SILMD 235 Acct# 0712669-1
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 171.62	SILMD 236 Acct# 0712670-9
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 37.96	SILMD 266 Acct# 0721684-9
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 247.05	SILMD 286 Acct# 1296582-8
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 538.41	SILMD 209 Acct# 0712646-9
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 315.15	SILMD 226 Acct# 0712660-0
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 582.55	SILMD 241 Acct# 0712675-8
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 2,866.48	SILMD 272 Acct# 0905005-5
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 456.42	SILMD 283 Acct# 1172743-5
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 223.20	SILMD 115 Acct# 0712564-4
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 3,179.34	SILMD 117 Acct# 0712566-9
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 334.80	SILMD 123 Acct# 0712572-7
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 27.88	SILMD 144 Acct# 0712589-1
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 1,473.68	SILMD 149 Acct# 0712593-3
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 257.51	SILMD 178 Acct# 0712616-2

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08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 374.56	SILMD 184 Acct# 0712622-0
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 2,035.13	SILMD 100 Acct# 0712559-4
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 585.90	SILMD 116 Acct# 0712565-1
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 515.02	SILMD 135 Acct# 0712583-4
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 585.90	SILMD 143 Acct# 0712588-3
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 502.20	SILMD 155 Acct# 0712599-0
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 1,217.31	SILMD 190 Acct# 0712628-7
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 352.92	SILMD 9 Acct# 0712545-3
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 94.44	SILMD 18 Acct# 0712554-5
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 976.50	SILMD 124 Acct# 0712573-5
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 334.80	SILMD 129 Acct# 0712578-4
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 1,217.31	SILMD 154 Acct# 0712598-2
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 749.10	SILMD 193 Acct# 0712631-1
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 88.35	SILMD 210 Acct# 0712647-7
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 2,762.06	SILMD 249 Acct# 0718734-7
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 862.80	SILMD 277 Acct# 1058710-3
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 187.28	SILMD 298 Acct# 1481540-1
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 478.94	SILMD 95 Acct# 0712556-0
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 491.61	SILMD 128 Acct# 0712577-6
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 221.13	SILMD 133 Acct# 0712581-8
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 641.68	SILMD 151 Acct# 0712595-8
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 234.09	SILMD 167 Acct# 0712609-7
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 510.29	SILMD 172 Acct# 0712611-3
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 33.01	SILMD 176 Acct# 0712615-4
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 397.98	SILMD 237 Acct# 0712671-7
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 111.60	SILMD 244 Acct# 0712677-4
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 960.39	SILMD 271 Acct# 0995095-7
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 489.52	SILMD 276 Acct# 0961926-3
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 234.09	SILMD 293 Acct# 1481534-4
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 111.60	SILMD 295 Acct# 1481536-9
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 200.01	SILMD 312 Acct# 3146127-0
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 14,564.77	SILMD 97 Acct# 0712557-8
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 201.03	SILMD 118 Acct# 0712567-7
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 1,053.43	SILMD 161 Acct# 0712604-8
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 515.02	SILMD 179 Acct# 0712617-0
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 234.09	SILMD 187 Acct# 0712625-3
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 73.62	SILMD 196 Acct# 0712634-5
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 93.64	SILMD 239 Acct# 0712673-3
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 558.00	SILMD 252 Acct# 0719162-0
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 2,645.50	SILMD 258 Acct# 0720606-3
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 169.17	SILMD 264 Acct# 0721427-3

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08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 366.59	SILMD 265 Acct# 0721556-9
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 206.64	SILMD 273 Acct# 0926386-4
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 210.69	SILMD 297 Acct# 1481539-3
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 1,226.17	SILMD 316 Acct# 3291842-7
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 378.31	SILMD 8 Acct# 0712544-6
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 1,716.21	SILMD 99 Acct# 0712558-6
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 1,757.68	SILMD 107 Acct# 0712560-2
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 2,510.99	SILMD 121 Acct# 0712570-1
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 474.31	SILMD 136 Acct# 0712584-2
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 251.10	SILMD 139 Acct# 0712587-5
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 4,408.16	SILMD 109 Acct# 0712561-0
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 194.79	SILMD 113 Acct# 0712562-8
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 121.52	SILMD 119 Acct# 0712568-5
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 864.89	SILMD 131 Acct# 0712580-0
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 364.85	SILMD 137 Acct# 0712585-9
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 468.20	SILMD 145 Acct# 0712590-9
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 362.70	SILMD 146 Acct# 0712591-7
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 286.05	SILMD 194 Acct# 0712632-9
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 491.61	SILMD 201 Acct# 0712638-6
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 374.56	SILMD 207 Acct# 0712644-4
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 263.53	SILMD 220 Acct# 0712654-3
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 1,408.26	SILMD 224 Acct# 0712658-4
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 73.49	SILMD 245 Acct# 0712678-2
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 205.97	SILMD 250 Acct# 0719001-0
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 374.56	SILMD 164 Acct# 0712607-1
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 234.09	SILMD 189 Acct# 0712627-9
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 6.61	SILMD 221 Acct# 0712655-0
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 482.01	SILMD 234 Acct# 0712668-3
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 13.20	SILMD 238 Acct# 0712672-5
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 83.70	SILMD 242 Acct# 0712676-6
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 1,825.57	SILMD 253 Acct# 0719644-7
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 155.07	SILMD 254 Acct# 0719763-5
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 328.84	SILMD 285 Acct# 1206985-2
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 646.92	SILMD 305 Acct# 1695873-8
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 262.90	SILMD 309 Acct# 2001311-6
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 156.68	SILMD 310 Acct# 2060519-2
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 825.50	SILMD 318 Acct# 3372018-6
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 1,390.37	SILMD 259 Acct# 0720810-1
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 613.80	SILMD 292 Acct# 1481532-8
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 5,539.28	SILMD 301 Acct# 1687005-7
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 68.32	SILMD 322 Acct# 3402033-9

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08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 274.49	SILMD 308 Acct# 2072459-7
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 220.03	SILMD 311 Acct# 3014475-2
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 85.78	SILMD 317 Acct# 3253826-6
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 179.66	SILMD 325 Acct# 3587598-8
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 749.10	SILMD 150 Acct# 0712594-1
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 1,170.48	SILMD 173 Acct# 0712612-1
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 652.20	SILMD 186 Acct# 0712624-6
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 228.83	SILMD 195 Acct# 0712633-7
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 49.10	SILMD 211 Acct# 0712648-5
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 2,538.87	SILMD 232 Acct# 0712666-7
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 996.78	SILMD 247 Acct# 0712680-8
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 59.58	SILMD 279 Acct# 1124127-0
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 2,021.98	SILMD 288 Acct# 1303978-9
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 112.39	SILMD 290 Acct# 1433921-2
08/26/2019	826255	NorthWestern Energy	Light Maintenance	$ 2,123.87	SILMD 307 Acct# 2049005-8
08/26/2019	826256	NorthWestern Energy	General	$ 1,918.18	0100506-5
08/26/2019	826256	NorthWestern Energy	Parking	$ -	1569636-2
08/26/2019	826256	NorthWestern Energy	Airport	$ 2,620.28	0100483-7. Runway Lights. August 2019
08/26/2019	826256	NorthWestern Energy	Airport	$ 360.97	2001855-2. Detail Bay 2 National/Alamo. August 2019
08/26/2019	826256	NorthWestern Energy	Airport	$ 237.44	3446396-8. USDA. August 2019
08/26/2019	826256	NorthWestern Energy	Airport	$ 54.85	3085107-5. Employee Parking. August 2019
08/26/2019	826256	NorthWestern Energy	Airport	$ 311.89	2001846-1. Mud Wash. August 2019
08/26/2019	826256	NorthWestern Energy	Airport	$ 274.98	2001862-8. Detail Bay 3 Enterprise. August 2019
08/26/2019	826256	NorthWestern Energy	Airport	$ 771.63	1669567-8. TSA. August 2019
08/26/2019	826256	NorthWestern Energy	Airport	$ 248.09	2001865-1. Detail Bay 4 Avis/Budget. August 2019
08/26/2019	826256	NorthWestern Energy	Airport	$ 42.64	2001867-7. Detail Bay 5 Thrifty/Dollar. August 2019
08/26/2019	826256	NorthWestern Energy	Airport	$ 60.88	1138926-9. Aero Interiors. August 2019
08/26/2019	826256	NorthWestern Energy	Airport	$ 356.47	2001848-7. Detail Bay 1 Hertz. August 2019
08/26/2019	826256	NorthWestern Energy	Airport	$ 720.84	3477231-9. Airport Parking Zones. August 2019
08/26/2019	826256	NorthWestern Energy	Airport	$ 1,629.64	0100484-5. ARFF Facility. August 2019
08/26/2019	826256	NorthWestern Energy	Airport	$ 25.70	1647695-4. De Icer. August 2019
08/26/2019	826256	NorthWestern Energy	Airport	$ 1,392.53	1993430-6. Car Wash. August 2019
08/26/2019	826256	NorthWestern Energy	General	$ 16.11	0722905-7
08/26/2019	826256	NorthWestern Energy	General	$ 13.20	0723055-0
08/26/2019	826256	NorthWestern Energy	General	$ 399.47	0723035-2
08/26/2019	826256	NorthWestern Energy	General	$ 6.22	0722247-4
08/26/2019	826256	NorthWestern Energy	General	$ 47.19	0722266-4
08/26/2019	826256	NorthWestern Energy	General	$ 13.52	0722292-0
08/26/2019	826256	NorthWestern Energy	Facilities Mngmt	$ 538.44	0975808-7
08/26/2019	826256	NorthWestern Energy	Public Safety	$ 2,588.77	3448739-7
08/26/2019	826256	NorthWestern Energy	General	$ 105.68	0722255-7

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08/26/2019	826256	NorthWestern Energy	Facilities Mngmt	$ 1,449.47	1160804-9
08/26/2019	826256	NorthWestern Energy	General	$ 61.27	0722263-1
08/26/2019	826256	NorthWestern Energy	Water	$ 9,352.79	0100540-4
08/26/2019	826256	NorthWestern Energy	General	$ 6.10	0722237-5
08/26/2019	826256	NorthWestern Energy	General	$ 8.01	0723036-0
08/26/2019	826256	NorthWestern Energy	General	$ 336.31	0925496-2
08/26/2019	826256	NorthWestern Energy	Facilities Mngmt	$ 1,217.52	1160802-3
08/26/2019	826256	NorthWestern Energy	General	$ 0.11	0722254-0
08/26/2019	826256	NorthWestern Energy	General	$ 17.25	0722269-8
08/26/2019	826256	NorthWestern Energy	General	$ 61.77	0723056-8
08/26/2019	826256	NorthWestern Energy	Facilities Mngmt	$ 3,255.90	1269391-7
08/26/2019	826256	NorthWestern Energy	General	$ 55.89	0722293-8
08/26/2019	826256	NorthWestern Energy	General	$ 410.65	0722933-9
08/26/2019	826256	NorthWestern Energy	General	$ 8.64	0723057-6
08/26/2019	826256	NorthWestern Energy	Radio	$ 190.87	0721580-9
08/26/2019	826256	NorthWestern Energy	General	$ 335.06	0722251-6
08/26/2019	826256	NorthWestern Energy	General	$ 191.07	0723050-1
08/26/2019	826256	NorthWestern Energy	General	$ 535.92	0723054-3
08/26/2019	826256	NorthWestern Energy	Street/Traffic Oper	$ 6.10	0723644-1
08/26/2019	826256	NorthWestern Energy	General	$ 105.12	0723048-5
08/26/2019	826256	NorthWestern Energy	General	$ 37.17	0723058-4
08/26/2019	826256	NorthWestern Energy	Street/Traffic Oper	$ 6.10	0723645-8
08/26/2019	826256	NorthWestern Energy	General	$ 216.00	0723037-8
08/26/2019	826256	NorthWestern Energy	General	$ 24.50	0789437-1
08/26/2019	826256	NorthWestern Energy	General	$ 6.10	0723162-4
08/26/2019	826256	NorthWestern Energy	General	$ 46.93	0723042-8
08/26/2019	826257	NS Corporation	Airport	$ 34,465.01	Replacement Brushes for 3 NS/Corp. Workhorse Car Washes
08/26/2019	826261	PeopleReady Inc	Solid Waste	$ 592.96	Paper Pickers for the Landfill 24999558
08/26/2019	826261	PeopleReady Inc	Solid Waste	$ 741.20	Paper Pickers for the Landfill 25030519
08/26/2019	826261	PeopleReady Inc	Solid Waste	$ 1,445.34	Paper Pickers for the Landfill 24895874
08/26/2019	826262	Perimeter Solutions LP	Public Safety	$ 4,524.00	PHOS-CHEK CLASS 'A' FIRE FOAM [5 GALLON PAILS]
08/26/2019	826265	Public Utilities	Wastewater	$ 4,072.35	111176
08/26/2019	826271	Routeware Inc	Solid Waste	$ 10,788.00	Routeware Support and cameras
08/26/2019	826272	SAVECO North America	Wastewater	$ 22,348.00	WO 19-34 WRF Headworks Screen Procurement
08/26/2019	826273	School Bus Safety Co	Transit	$ 2,700.00	Web Based Driver's training
08/26/2019	826285	Swank Enterprises	Solid Waste	$ 1,212,740.43	WO 17-12 Landfill Reconfiguration; Pmt 5
08/26/2019	826290	TargetSolutions Learning	Public Safety	$ 170.00	CHECK IT - FIRE/EMS VEHICLES
08/26/2019	826290	TargetSolutions Learning	Public Safety	$ 3,740.00	CHECK IT-APPARATUS. RENEWED THRU SEPT 29 2020
08/26/2019	826296	Town & Country Supply	Airport	$ 19,076.78	Invoice #400804. QTA Car Rental Fuel
08/26/2019	826296	Town & Country Supply	Public Safety	$ 489.15	401460: FIRE 3 - DIESEL
08/26/2019	826296	Town & Country Supply	Public Safety	$ 585.02	401460: FIRE 6 - DIESEL

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/26/2019	826296	Town & Country Supply	Fleet	$ 18,325.79	400885 PO NUM 308807
08/26/2019	826296	Town & Country Supply	Public Safety	$ 635.90	401460: FIRE 5 - DIESEL
08/26/2019	826296	Town & Country Supply	Public Safety	$ 352.19	401460: FIRE 1 - DIESEL
08/26/2019	826304	Walker Parking Consult	Parking	$ 2,509.85	Parking Access and Revenue Control System
08/26/2019	826304	Walker Parking Consult	Parking	$ 2,509.84	Parking Access and Revenue Control System
08/26/2019	826304	Walker Parking Consult	Parking	$ 2,509.84	Parking Access and Revenue Control System
08/26/2019	826315	Yellowstone Electric Co	Airport	$ 4,663.00	Invoice #35111. Airfield Sign Installation for FAA Compliance

Regular **2.**

Regular City Council Meeting

Meeting Date: 09/23/2019

TITLE: Public Hearing for the FY2018-2019 Draft Comprehensive Annual Performance Evaluation Report (CAPER)

PRESENTED BY: Brenda Beckett

Department: Planning & Community Services

Presentation: Yes

PROBLEM/ISSUE STATEMENT

As a recipient of the Community Development Block Grant (CDBG) and HOME Investment Partnerships program (HOME) funding, the United States Department of Housing and Urban Development (HUD) requires City staff to submit a performance report within 90 days following each June 30, the end of the program year. This report is called the Comprehensive Annual Performance Evaluation Report (CAPER).

As part of the community review process, City staff must make the report available for public comment for a minimum 15-day period, scheduled from September 7 through September 23, 2019. Staff must also coordinate a public hearing to receive comments, which has been scheduled during the City Council meeting on September 23, 2019. The Council must conduct a public hearing to collect any comments from the community and no further Council action is required on the CAPER at that time.

A notice of the availability of the draft report has been published and provided to community partners. The drafted CAPER has been provided as an attachment to this report. Updated versions may be viewed online at www.CityofBillings.net/caper.

ALTERNATIVES ANALYZED

City Council's only option is to hold the public hearing on the CAPER in order continue receiving CDBG and HOME funds and to comply with Federal law.

FINANCIAL IMPACT

The Comprehensive Annual Performance Report summarizes the City's progress in achieving the goals of its five-year Consolidated Plan and Annual Action Plan for FY2018-2019. The City received $663,860 in new federal CDBG funding and $378,067 in new HOME funding for the period to carry out home buyer / repair and poverty-impact initiatives.

RECOMMENDATION

Staff recommends Council hold a public hearing on September 23, 2019 to receive input on the City's Draft CAPER. No further action is required at this time.

APPROVED BY CITY ADMINISTRATOR

Attachments

Draft Caper

CITY OF BILLINGS

Comprehensive Annual Performance Evaluation Report

FY2018-2019

DRAFT

Community Development Division
2825 Third Avenue North
Billings, Montana 59101
406.657.8281
www.CityofBillings.net/ComDev
www.CityofBillings.net/CDreports



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PR05: Drawdown Report by Project and Activity
PR07: Drawdown Report by Voucher Number
PR09: Receipt Fund Type Detail Report
PR22: Status of HOME Activities - Entitlement
PR23: CDBG / HOME Summary of Accomplishments
PR25: Status of CHDO Funds by Fiscal Year Report
PR26: CDBG Financial Summary Report
PR26: Activity Summary by Selected Grant
PR27: Status of HOME Grants - Entitlement
PR33: Home Matching Liability Report
PR49: HOME Deadline Compliance Status Report
PR56: CDBG Timeliness Report

CR-05 Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. *91.520(a)*

This could be an overview including major initiatives/highlights that were proposed and executed throughout the program year.

Introduction

Presented herein is the City of Billings FY2018-2019 Comprehensive Annual Performance and Evaluation Report (CAPER) for the federally funded Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME). Both CDBG and HOME funds were granted to the City of Billings as an entitlement community through the United States Department of Housing and Urban Development (HUD).

The CAPER covers a program year beginning on July 1 to June 30 and it illustrates the City's progress in meeting goals established in the five-year Consolidated Plan and the Annual Action Plan. The City of Billings - Community Development Division manages several programs to meet the goals of the Consolidated Plan and the Annual Action Plan. Funding for each program is allocated on a shovel- and close-ready basis in order to ensure efficient use of funds.

Public Comment

The public comment period for this CAPER exceeded the 15 day minimum; it began on September 7 and ended on September 23, 2019. The Billings City Council also held a public hearing to take comments on accomplishments represented in the CAPER. Notice of the public comment period and hearing was published in the Yellowstone County News for three consecutive weeks. Public comment included...

Progress Assessment

The City of Billings met most of the goals established for both the Consolidated and Annual Action Plan. Each of the City's highest priorities and activities are listed below, along with accomplishments for each program.

Affordable Housing Preservation

- **Housing Rehabilitation:** Six low income households were assisted with financing to carry out major home repairs. Efforts to revamp and increase the use and efficacy of this program were fruitful this year. Engaging contractors to assist low income homeowners continues to be an issue, including contractor compliance with registration through the System for Award Management (SAM). Significant hail storms the summer of 2019 are contributing to a contractor shortage.
- **Foreclosure Acquisition / Rehabilitation:** Two properties were purchased, rehabilitated, and sold to low income households this fiscal year. One additional property was purchased in the Billings Heights area and a feasibility assessment is underway. The property is likely to be demolished next fiscal year and a Request for Proposals will be issued for affordable housing development.

New Affordable Housing Opportunity

- **Affordable Housing Development:** The City of Billings has executed a written agreement with NeighborWorks Montana, a certified Community Housing Development Organization (CHDO), to build two new homeownership housing units - Riverfront Point II. Construction is nearly complete and the units will be sold to income-eligible households next fiscal year. The City has met the annual goal to allocate at least 15 percent of new HOME funds to CHDO activities.
- **First Time Home Buyer:** A total of 55 households were assisted with down payment and closing

costs through HOME and CDBG programs. One additional household was assisted with a City Council non-federal contribution to Community Development housing programs, bringing the total number of households assisted to 56.

Poverty Impact

- **Billings Metro VISTA Project:** Several AmeriCorps Volunteers in Service to America (VISTA) members were dedicated to impacting poverty and homelessness in Billings. Overall, the project provided education, housing, health and social services to 575 individuals in the Billings area.

The following table compares proposed and actual outcomes for the FY2015-2019 Consolidated Plan *(Expected / Actual Strategic Plan)* and the FY2018-2019 Annual Action Plan *(Expected / Actual Program Year).*

DRAFT

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. *91.520(g)*

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Table 1 - Accomplishments –Strategic Plan to Date and Program Year

Goal	Category	Source / Amount*	Indicator	Unit of Measure	Expected Strategic Plan	Actual Strategic Plan	% Complete	Expected Program Year	Actual Program Year	% Complete
					FY2015-2019			FY2018-2019		
Affordable Housing Preservation	Affordable Housing	CDBG: $1,797,516 HOME: $0	Homeowner Housing Rehabilitated	Household Housing Unit	26	**24**	92%	5	**8**	160%
New Affordable Housing Opportunity	Affordable Housing Public Housing Homeless Non-Homeless Special Needs	CDBG: $0 HOME: $1,298,722	Rental units constructed	Household Housing Unit	0	**0**	-	0	**0**	-
			Homeowner Housing Added	Household Housing Unit	4	**2**	50%	0	**0**	-
			Direct Financial Assistance to Homebuyers	Households Assisted	175	**230**	131%	20	**56**	280%
Poverty Impact	Poverty Impact	CDBG: $339,329 HOME: $0	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	2,000	**2,473**	124%	200	**575**	288%

Staff Note: HUD's Integrated Disbursement and Information System (IDIS) screen shows as Table 1 - Accomplishments - Program Year and Table 2 - Accomplishments - Strategic Plan to Date

**Monetary figures in this chart represent the estimated investment of CDBG and HOME funds noted in the Consolidated Plan for a five-year period.*

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City of Billings utilizes CDBG funds to address low income housing needs through home repair, home buyer, and affordable housing development programs. The City also supports a public service activity to assist nonprofit organizations in meeting the needs of those experiencing homelessness and / or poverty. The following priorities have been identified as specific objectives and are included in the Consolidated Plan.

Affordable Housing Preservation: The use of CDBG funds to preserve existing housing positively influences housing accessibility and affordability for current low income home owners and potential homebuyers. Nearly 10,000 households in Billings have one or more housing problems. The majority of homeowners are cost burdened; paying greater than 30% of household income for housing expenses. Additional funding to maintain or improve their homes is, often times, out of reach.

New Affordable Housing Opportunity: Using CDBG funds to create low income housing opportunities improves access to, and the quality of, the affordable housing stock. Low income households need access to affordable housing and there are a limited number of housing units available, as indicated in the Consolidated Plan's Market Analysis. In addition, the Consolidated Plan's Needs Assessment indicates the majority of homeowners and renters are cost burdened; paying greater than 30% of household income for housing expenses. The number of people in need is rising, including the homeless, the elderly, and the disabled.

Poverty Impact: The number of people experiencing poverty and homelessness is rising in Billings. As noted in the Consolidated Plan's Needs Assessment, there are over 700 people experiencing homelessness in Billings at any one point in time. From 2005 through 2008, the average number of people experiencing homelessness was significantly smaller at 600 people.

Nonprofit social service organizations greatly benefit from the use of CDBG funds to support the Billings Metro VISTA Project. VISTA members work to alleviate poverty through the expansion or improvement of services such as housing, healthcare, education, employment, and financial literacy to alleviate poverty conditions for very low income citizens.

Housing Choice: While not funded through CDBG or HOME funds this fiscal year, expanding housing choice is an important goal for the City of Billings - Community Development Division. Enhancing housing choice for existing and potential new residents fosters stable, socio-economically diverse neighborhoods citywide.

CR-10 Racial and Ethnic Composition of Families Assisted

Describe the families assisted (including the racial and ethnic status of families assisted). *91.520(a)*

Race / Ethnicity	CDBG	HOME	Non-Federal	Totals
White	440	26	1	467
Black or African American	26	0	0	
Asian	0	0	0	
American Indian or American Native	92	3	0	172
Native Hawaiian or Other Pacific Islander	0	0	0	
American Indian and Black	0	0	0	
Multi-Racial	49	2	0	
Totals	**607**	**31**	**1**	**639**
Hispanic	23	2	0	25
Not Hispanic	584	29	1	614

Table 2 – Table of assistance to racial and ethnic populations by source of funds

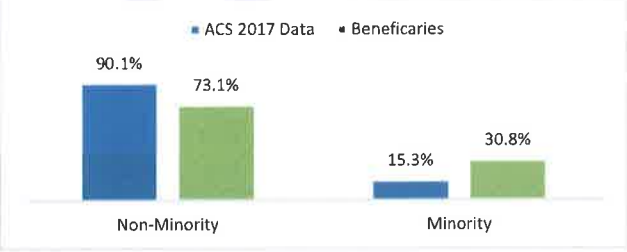
Narrative

The City assisted a total of 638 beneficiaries with CDBG and HOME this fiscal year. One additional household was assisted with non-federal funds in the First Time Home Buyer program, bringing the total beneficiaries served to 639. Please note - the IDIS table does not include 51 CDBG "Multi-Racial" beneficiaries.

172 out of 639 beneficiaries self-reported they were a racial minority; 27 percent of the total number of people served through the Community Development Division. Twenty-five people reported that they were Hispanic; four percent of the total number of beneficiaries.

Special Categories		CDBG	HOME	CDBG / HOME Totals	Non-Federal	Totals All Programs
Single Head of Household	Female	5	16	21	0	21
	Male	2	2	4	0	4
Disabled		8	1	9	0	9
Elderly		1	0	1	0	1

Out of the total 639 beneficiaries assisted, 25 were single head of households (four percent), nine self-reported disabilities (one percent) and one beneficiary noted they were elderly. *Please note, the above charts were adapted from HUD's IDIS system as IDIS does not include a category for multi-racial beneficiaries or totals.*



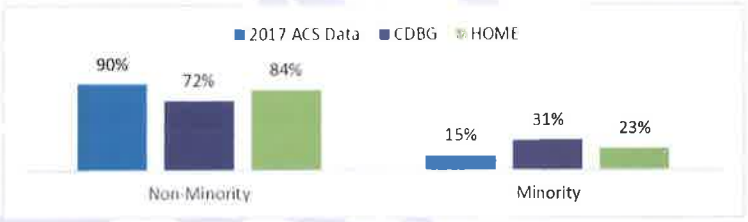
The 2017 American Community Survey (ACS) estimates indicate a 15 percent overall percent minority rate in Billings, including Hispanics. Over 30 percent of the City's beneficiaries were racial and ethnic minorities this past fiscal year when calculated using category percentages collectively (27 percent racial / four percent ethnic minorities).

Beneficiaries by Program and Funding Source

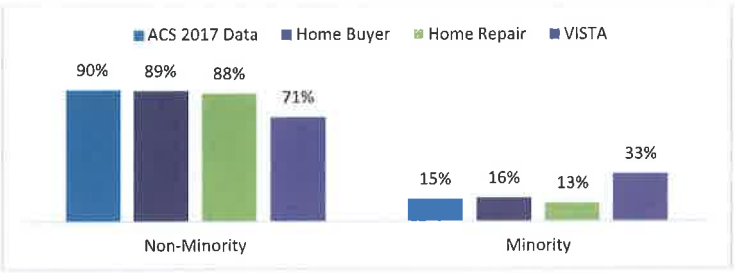
Race / Ethnicity		Home Buyer			Housing Development	Home Repair	Foreclosure	VISTA	Totals
		CDBG	HOME	City*	HOME	CDBG	CDBG	CDBG	
White		23	26	1		5	2	410	**467**
Black or African American								26	**26**
Asian								0	**0**
American Indian or American Native		1	3			1		90	**95**
Native Hawaiian or Other Pacific Islander								0	**0**
American Indian and Black								0	**0**
Multi-Racial			2					49	**51**
	Subtotals	**24**	**31**	**1**	**0**	**6**	**2**	**575**	**639**
	Totals		**56**						
Hispanic		1	2					22	**25**
Not Hispanic		23	29	1		6		553	**614**
Special Populations		Home Buyer			Housing Development	Home Repair	Foreclosure	VISTA	Totals
		CDBG	HOME	City*	HOME	CDBG	CDBG	CDBG	
Single Head of Household	Female	2	16				1	2	**21**
	Male	2	2						**4**
Disabled Households		2	1			1	1	4	**9**
Elderly						1			**1**

**Non-federal funds dedicated by the City of Billings*

Demographics by Funding Source: The 2017 ACS data indicates an approximate 15 percent minority rate, including both racial and ethnic categories. Approximately 31 and 23 percent of CDBG and HOME beneficiaries were minorities this fiscal year, respectively.



Demographics by Program: The First Time Home Buyer program served six racial minority households and three ethnic minority households. The total percentage of minority households is similar to the ACS overall percentage (15.3 ACS percent compared to 16 percent home buyer). Just under 13 percent of the home repair / foreclosure program households were racial / ethnic minorities (one of eight total households). Just under 33 percent of the Billings Metro VISTA Project beneficiaries were racial / ethnic minorities (165 racial and 22 ethnic minority beneficiaries out of 575 total beneficiaries). *Please note - the PDF version of the CAPER submitted to HUD via email and through IDIS contains various charts and graphs depicting data explained herein. Charts and graphs may not be included in the IDIS version, as they are not sizing correctly when uploaded into the IDIS version of the CAPER.*



Ongoing Marketing: Community Development Division staff makes concerted efforts to market available programs and opportunities to attract minorities, the disabled and female-headed households to participate. The **Montana Relay 711** phone number is placed on all City correspondence, publications, notices, and on program brochures. Information on home repair and purchase programs is continually available via the City of Billings website (www.CityofBillings.net/homebuyer and www.CityofBillings.net/homerepair), at the Community Development office, the City's Building Division and the Billings Home Center.

Community Outreach: Staff participates and facilitates many community events to promote home buyer / repair programs and contractor opportunity, including the *Phillips 66 Meet in the Park* event held each September in South Park, a lower income neighborhood. The South Side Neighborhood has high concentrations of low income, racial / ethnic minorities, and female-headed households.

City staff contacted seven mobile home park managers to distribute brochures on home buyer / repair programs and contractor opportunity. Staff also provided a contractor's ad to local title companies who manage rehabilitation accounts for various construction agencies.

Each spring, staff presents information on the Consolidated Plan, housing programs, contractor opportunity, and to garner feedback on federal funding allocations to Neighborhood Task Forces representing low income communities. Home buyer / repair brochures, contractor opportunity, and marketing materials have been provided to the Office of Indian Education for distribution during their Native Family Nights. Materials have also been provided to the Indian Health Board.

Staff conducted workshops on the City's housing programs and contractor opportunity at the *Senior & Community Center* and has manned a booth at a *Community Resource Fair*, which allowed one-on-one interactions with participants. Both events are held in the North Park neighborhood, which is highly concentrated with low income and minority households. Postcards advertising contractor opportunity are also printed and distributed to the City's Building Division for display on their front counter.

Advertising: Print advertisement for home buyer / repair programs and contractor ads have appeared in multiple publications including the Tidbits of Billings, Generation Link, the CityLink, and the Senior News. Online banner ads have been placed in the Billings Gazette to be displayed on their website. A full-color insert was enclosed in more than 35,000 utility bills and direct mailed to City residents.

Marketing and Outreach Results: The City received ### applications for home buyer / repair programs (see chart below). ### total applicants self-identified as racial or ethnic minorities (## percent). The City has registered new contractors to assist with the home repair programs. This is a significant achievement as the home repair programs has very low outcomes due, in part, to lack of contractor engagement. The public utilities mailer resulted in the highest number of responses and requests for more information on the City's home buyer and repair programs. Application denials are typically due to Area Median Income limits for both home buyer and repair programs.

All Applicants by Program and Funding Source

Race / Ethnicity		Home Buyer	Home Repair	Totals
White		Pending	17	
Black or African American				
Asian				
American Indian or American Native			1	
Native Hawaiian or Other Pacific Islander				
American Indian and Black				
Multi-Racial				
Totals				
Hispanic		Pending	1	
Not Hispanic			17	
Special Populations		Home Buyer	Home Repair	Totals
Single Head of Household	Female	Pending	4	
	Male		3	
Disabled Households			6	
Elderly			9	

CR-15 Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	HUD	$969,441	$963,541
HOME	HUD	$834,937	$666,871

Table 3 - Resources Made Available

Narrative

Resources Made Available

- **CDBG:** New CDBG entitlement funds totaled $663,860 and program income received during the fiscal year totaled $305,581. The City of Billings had a total of $969,441 in CDBG funds available this fiscal year.
- **HOME:** New HOME entitlement funds totaled $378,067 and recaptured funding and other HOME revenues totaled $456,870 ($208,574 in program income and $248,296 in recaptured funds). The City of Billings had a total of $834,937 available in HOME funds this fiscal year.

Amount Expended During Program Year

- **CDBG:** Expenditures in entitlement and program income funds totaled $963,541 this fiscal year. This included funding allocated in previous fiscal years that was expended this year. This year's timeliness ratio was 0.93 as measured on May 2, 2019; well below the maximum 1.5 ratio.
- **HOME:** Expenditures in entitlement and program income funds totaled $666,871 this fiscal year. This included funding allocated in previous fiscal years that was expended this year.

As required by HUD, City staff ensures the use of currently available program income prior to drawing down entitlement funds in the CDBG program.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Citywide	100%	100%	City of Billings Limits

Table 4 – Identify the geographic distribution and location of investments

Narrative

As per findings and recommendations from the City's Analysis of Impediments to Fair Housing Choice, the investment of federal funds is not distributed to a specific geographical location in Billings. The City of Billings utilizes federal funding on a citywide basis, targeting qualified low income households for investment and programs.

Priorities for funding are based on both the most recent Needs Assessment in this Consolidated Plan and the Analysis of Impediments to Fair Housing Choice, completed in 2013. Citation 24 CFR 91.220(f) reads as follows, *"When appropriate, jurisdictions should estimate the percentage of funds they plan to dedicate to target areas."* Estimating the percentage of funds planned for dedication to target areas is not appropriate for the Billings community due to the following reasons:

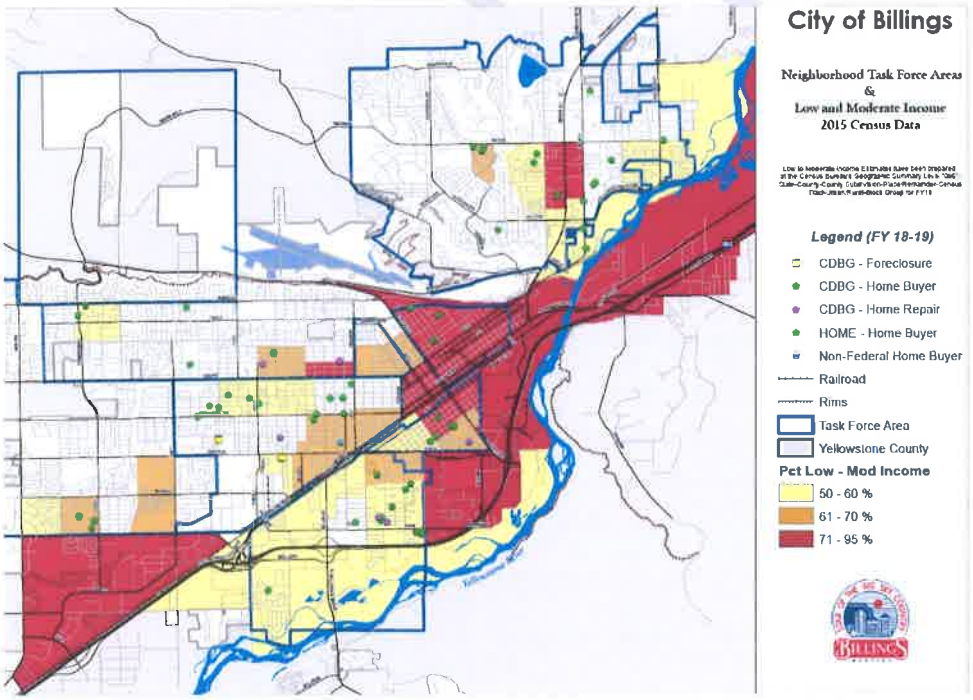
- Geographic area is defined by the current City of Billings limits.
- Strategies encourage the distribution of resources citywide to support affirmatively furthering fair housing, equal opportunity, and the avoidance of segregation in Billings.

- The description for geographic distribution includes the focus of resources on a citywide basis to support diversity across the community.
- The City of Billings is classified as a smaller city on a national scale.
- The preliminary dollar amount dedicated to each program is included in the Annual Action Plan.

The City has focused distribution of investments on a citywide basis in order to support diversity and mixed-income development across the community. The City's performance in serving predominantly low income households is clear via Integrated Distribution Information System (IDIS) reporting; nearly 100%.

Neighborhood Revitalization Strategy areas have not been established in Billings and there is no specific amount of funding allocated for a target area in the City's geographic distribution of resources. Therefore, the City has dedicated zero percent of funding to target areas in favor of supporting a citywide approach to further fair housing, equal opportunity and anti-segregation efforts.

The map below clearly illustrates the disbursement of federal investments to promote equal opportunity in all neighborhoods for the City's home buyer, repair and foreclosure programs for this fiscal year. No indirect activities, such as sidewalk / infrastructure repair, were undertaken this fiscal year.



Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Publically-Owned Land:

The requirements set forth in CFR 24 91.220 and 91.520 are as follows:

- Where the jurisdiction deems it appropriate, the jurisdiction *may* indicate publicly owned land or property located within the jurisdiction that *may be used* to address the needs identified in the plan.
- The performance report must include a *description of the resources made available*, the investment of available resources, the geographic distribution and location of investments, the families and persons assisted (including the racial and ethnic status of persons assisted), actions taken to affirmatively further fair housing, and other actions indicated in the strategic plan and the action plan.

The City of Billings does not have plans to use publicly owned land to address needs identified in the Consolidated Plan. However, the Billings City Council supported the Community Development Division's housing programs by dedicating $250,000 in non-federal funds in 2013. The City Council dedicated an additional $195,321 in non-federal funding to further the City's housing programs. The City's generous and dedicated financial support should be recognized, even if the City does not use publicly owned land to support the Consolidated Plan.

Overall Leveraging: The City continually makes strides in obtaining other public and private resources to address identified needs. The total leveraging for CDBG and HOME this fiscal year is $9,271,439 which calculates to a leveraging ratio of 1:9. Included in this figure are the following notable leveraging resources:

- **Montana Board of Housing (MBOH) and Lender Financing:** $8,399,239 in loans secured in conjunction with its First Time Home Buyer and Foreclosure programs. Several lenders also offer below-market, fixed interest rates for low income homebuyers.
- **AmeriCorps VISTA: This fiscal year,** VISTA members generated $339,673 in cash and in-kind contributions and the City garnered an additional $532,527 to support the program.

Since 2005, City staff has generated an additional $7,749,389 in cash and grant awards (outside of CDBG and HOME) to further goals developed in the City's Consolidated Plans. This includes significant funds to further fair housing education through the Fair Housing Initiative Programs.

HOME Leveraging: The HOME program requires 25 percent match funding for projects be dedicated from non-federal sources. The City of Billings meets HOME matching requirements through low-interest financing available for First Time Home Buyer loans issued through private lenders and the MBOH and matching funds provided for other affordable housing projects undertaken with HOME funds, such as private contributions.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	$6,150,682
2. Match contributed during current Federal fiscal year	$392,896
3 .Total match available for current Federal fiscal year (Line 1 plus Line 2)	$6,543,578
4. Match liability for current Federal fiscal year	$34,962
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	$6,508,616

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year *October 1, 2017 through September 30, 2018*								
Project No. or Other ID	**Date of Contribution**	**Non-Federal Cash**	**Foregone Taxes, Fees, Charges**	**Appraised Land/Real Property**	**Required Infrastructure**	**Site Preparation, Construction Materials, Donated Labor**	**Bond Financing**	**Total Match**
1554	10/5/2017	$110					$6,007	**$6,117**
1555	10/24/2017	$110					$20,260	**$20,370**
1556	11/20/2017	$110					$7,439	**$7,549**
1557	2/28/2018	$110					$11,774	**$11,884**
1558	3/12/2018	$110					$75,973	**$76,083**
1564	3/14/2018	$110					$20,264	**$20,374**
1563	3/24/2018	$110					$13,441	**$13,551**
1560	3/29/2018	$110					$7,684	**$7,794**
1565	4/13/2018	$110					$8,852	**$8,962**
1567	5/15/2018	$110					$28,905	**$29,015**
1568	5/23/2018	$110					$18,320	**$18,430**
1569	6/8/2018	$110					$23,091	**$23,201**
1571	6/18/2018	$110					$15,928	**$16,038**
1572	6/26/2018	$110					$20,434	**$20,544**
1575	7/15/2018	$110					$12,097	**$12,207**
1574	8/2/2018	$110					$1,401	**$1,511**
1577	8/13/2018	$110					$17,761	**$17,871**
1580	8/14/2018	$110					$25,971	**$26,081**
1578	8/15/2018	$110					$20,628	**$20,738**
1579	8/31/2018	$110					$2,703	**$2,813**
1582	9/21/2018	$110					$4,765	**$4,875**
1583	9/24/2018	$110					$26,781	**$26,891**
							Total	**$392,899**

Table 6 – Match Contribution for the Federal Fiscal Year: October 1, 2017 through September 30, 2018

HOME Program Income *Enter the program amounts for the reporting period*				
Balance on hand at beginning of reporting period	**Amount received during reporting period**	**Total amount expended during reporting period**	**TBRA Amount**	**Balance on hand at end of reporting period**
$0	$208,574	$47,764	$0	$0

Table 7 – Program Income (Recaptured and Repaid Funds Not Included)

A total of $196,717 was entered into IDIS prior to the fiscal year end, and an additional $11,857 was entered this fiscal year. Remaining program income amounts have been budgeted and expended first this fiscal year.

Minority Business Enterprises and Women Business Enterprises *Indicate the number and dollar value of contracts for HOME projects completed during the reporting period*						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts	0	0	0	0	0	1
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
Subcontracts	0	0	0	0	0	0
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts	0	0	0			
Number	0	0	0			
Dollar Amount	0	0	0			
Subcontracts	0	0	0			
Number	0	0	0			
Dollar Amount	0	0	0			

Table 8 – Minority Business and Women Business Enterprises

Minority Owners of Rental Property *Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted*						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition *Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition*		
Parcels Acquired	0	0
Businesses Displaced	0	0
Nonprofit Organizations Displaced	0	0
Households Temporarily Relocated, not Displaced	0	0

Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

Minority and Women Business Enterprises: The City of Billings receives a small amount of HOME funding which is primarily utilized for down payment and closing cost assistance through the First Time Home Buyer program. As such, the opportunity to provide HOME-funded contracts is limited to affordable housing projects initiated and carried out by Community Housing Development Organizations (CHDOs). This fiscal year, the City entered into a CHDO development agreement with NeighborWorks Montana for the development of two new homeowner housing units.

Minority Owners of Rental Property: The City has not provided assistance to Minority Business Enterprises for the development of affordable rental housing this fiscal year. Therefore, information relative to Minority Owners of Rental Property is not currently available.

Relocation: City staff members work to minimize displacement of persons through the City's affordable housing, foreclosure and redevelopment activities. The Uniform Relocation Act provides important protections and assistance for people affected by the acquisition, rehabilitation, or demolition of real property for federal or federally-funded projects. The law was enacted by Congress to ensure that people whose real property is acquired, or who move as a direct result of projects receiving federal funds, are treated fairly and equitably and receive assistance in moving from the property they occupy.

The City requires developers to make relocation benefits available to displaced persons during housing initiatives funded with federal dollars. Properties with resident tenants are not eligible for purchase through the City's First Time Home Buyer program. The City's Foreclosure Acquisition / Rehabilitation program focuses on the acquisition of vacant, foreclosed homes without the displacement of any residents.

This fiscal year, no persons were displaced through affordable housing acquisition, rehabilitation or development activities.

DRAFT

CR-20 Affordable Housing *91.520(b)*

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low income, low income, moderate income, and middle income persons served.

	One-Year Goal	Actual
Number of homeless households to be provided affordable housing units	0	0
Number of non-homeless households to be provided affordable housing units	25	64
Number of special-needs households to be provided affordable housing units	0	0
Total	**25**	**64**

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through rental assistance	0	0
Number of households supported through the production of new units	0	0
Number of households supported through the rehab of existing units	4	6
Number of households supported through the acquisition of existing units	21	58
Total	**25**	**64**

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City of Billings established housing unit goals specifically relating to the First Time Home Buyer, home repair and housing development programs. The City exceeded the one-year affordable housing goals in home buyer programs and made acceptable progress in meeting the five-year home repair goals established in the Consolidated Plan.

The goal established for the development of affordable housing units was set at two units for this fiscal year. The City's Affordable Housing Development Program supports the development of both rental and homeownership housing and the City has set a five-year goal to produce or rehabilitate at least four housing units. City staff facilitated the execution of a CHDO development agreement with NeighborWorks Montana to develop two homeownership housing units, which were completed this fiscal year.

The 64 units represented in the non-homeless households provided with affordable housing includes:

- Six Housing Rehabilitation program households, #1588.
- Two Foreclosure program households #1547 (Plainview & 19th Street West).
- 56 First Time Home Buyer households, including: 24 CDBG beneficiaries, #1589; 31 HOME beneficiaries, #1575 through #1610; and one additional household served with non-federal funds.

The PR-03 CDBG Activity Summary Report in HUD's IDIS system indicates the following:

- Four Housing Rehabilitation program households closed in FY2017-2018 (#1546) and six additional homes closed in FY2018-2019 (#1588).

- In the Foreclosure Acquisition / Rehabilitation program:
  - Activity 1547 includes accomplishments for FY18-19:
    - The Plainview home was acquired by the City in September 2018 and rehabilitation is complete. The home was sold to a low income household less than 50 percent Area Median Income) this fiscal year.
    - The 19th Street home was acquired by the City in February 2018 and rehabilitation is complete. The home was sold to a low income household (less than 50 percent Area Median Income) this fiscal year.
  - Activity 1590 includes accomplishments for FY18-19:
    - The Steffanich property was acquired by the City in February 2019 and a feasibility assessment for rehabilitation or demolition is underway. The structures on the property will likely be demolished to make way for an affordable housing project.
- In the CDBG First Time Home Buyer program:
  - 29 households were assisted in FY2017-2018 (#1548) and an additional 24 households were assisted in FY2018-2019 (#1589).
- 575 beneficiaries were served in FY2018-2019 (#1591).

Homeless and Rental Assistance Goals: Goals relative to the provision of affordable housing units for the homeless and rental assistance were set at zero this fiscal year. Federal affordable housing investments supported home buyer / repair programs, which are primarily designed to assist low income households to achieve and maintain homeownership. The City's Consolidated Plan identifies the many housing options available to those experiencing homelessness, some of which the City funded through alternative means.

Discuss how these outcomes will impact future annual action plans.

The City of Billings is utilizing CDBG and HOME funds to support home buyer, repair, and development programs. Outcomes are based on program demand and available federal and non-federal funding resources to carry out planned activities. City staff will continue to set achievable annual action plan goals and will adjust the Consolidated Plan as needed to reflect changes in available federal and non-federal funding and program demand.

Include the number of extremely low income, low income, and moderate income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low income	1	3
Low income	31	28
Moderate income	0	0
Total	**32**	**31**

Table 13 – Number of Persons Served (Affordable Housing)

Narrative Information

All of the City's beneficiaries served this fiscal year had household incomes less than 80 percent of the Area Median Income (AMI) level. In the CDBG program, *low and moderate income* refers to households under 80 percent of the AMI, which is the same threshold in determining factor in the HOME program's *low income* determination. All of the City's affordable housing beneficiaries were homeowners or were assisted in achieving homeownership. Therefore, the City did not offer rental assistance during this fiscal year.

CDBG actual data illustrated in Table 13 includes homebuyer and home repair programs combined. The HOME actual category includes homebuyer and housing development activities. Actions taken to foster and maintain affordable housing include the following:

- **CDBG First Time Home Buyer**: A total of 24 homeowner households were assisted. All of the households were low and moderate income (less than 80 percent AMI). There were no extremely low income households served in this program.
- **HOME First Time Home Buyer**: A total of 31 homeowner households were assisted. Three were extremely low income and 28 were low income.
- **Home Repair / Foreclosure Programs**: Eight total households were assisted through the City's home repair and foreclosure programs. One was extremely low income and seven were low income (less than 80 percent AMI).
- **Affordable Housing Development**: The City finalized an agreement with NeighborWorks Montana to develop two new homeownership housing units. Construction is nearly complete on Riverfront Point II and the units will be sold to low income households (less than 80 percent AMI).

The City of Billings met or exceeded most of the one-year goals for affordable housing programs and did not provide assistance to middle-income households. None of the beneficiaries receiving housing assistance reported they were experiencing homelessness or involuntarily displaced. The City exceeded its goals to: rehabilitate housing units through home repair and foreclosure programs; and providing financing for home buyers to acquire existing units. The City's goal to add two units of homeowner housing was not met by June 30 this year; this accomplishment is still pending construction completion.

Efforts to address *worst case needs* refers to low income renter households who pay more than half of their income for rent, live in seriously substandard housing, including the homeless, or who have been involuntarily displaced. This fiscal year, the City did not create any goals to assist rental households with rental assistance. However, the City may have assisted rental households in acquiring a home through the homebuyer programs.

The needs of the disabled are, in part, addressed through the City's home repair programs via improvements aimed at increasing accessibility. This fiscal year, five households assisted through Community Development Division's housing programs self-reported that they were disabled.

CR-25 Homeless & Other Special Needs Affordable Housing *91.220(d, e); 91.320(d, e); 91.520(c)*

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs.

The City does not directly receive Continuum of Care, Emergency Shelter Grant, or other federal funds to exclusively support efforts to impact homelessness. CDBG resources have decreased dramatically, which greatly inhibits the City's ability to support overall administrative activities to coordinate services to benefit the homeless, particularly when the City does not directly receive mainstream federal funding sources to impact homelessness. Therefore, the City's progress in reaching out to homeless persons, particularly unsheltered persons, is greatly limited.

In 2006, City staff began the process of writing a ten-year plan to impact homelessness. Local housing, health, and social service organizations have been intricately involved in planning processes for the homeless and chronically homeless. The Billings City Council created the Mayor's Committee on Homelessness, which is comprised of twenty individuals representing nonprofit organizations, lending, housing, philanthropy, social service providers, code and law enforcement, economic development, work force agencies, veterans, civic and business leaders, philanthropic organizations, academia, health care, American Indian stakeholders, and those experiencing homelessness. In 2009, the City's ten-year plan to impact homelessness, ***Welcome Home Billings***, was adopted by the Billings City Council.

To the greatest extent possible, City staff has continued to implement Welcome Home Billings with support provided through the Billings Metro VISTA Project. VISTA members have been placed at 50 nonprofit Host Site organizations to work on specific anti-poverty initiatives to assist people in accessing housing, healthcare, education and employment.

The Community Development Division staff has implemented the following:

- Development and distribution of the City's ***Resource Map*** and ***Notepad***, which includes a comprehensive downtown service directory for anyone seeking assistance. Members of the Mayor's Committee on Homelessness and local nonprofit organizations have committed to updating this resource after the print versions have been fully distributed. These resources are also available at the City office and are also online:
    - www.CityofBillings.net/resourcemap
    - www.CityofBillings.net/notepad
- Placement of full-year and ten-week summer associate VISTA members at local nonprofit organizations primarily serving the homeless and those at risk of homelessness through the ***Billings Metro VISTA Project***.
- Provide support to further the ***Community Innovation Summit***, which is now engaging those living on the streets in service provision and treatment.

The Mental Health Center manages the Projects for Assistance in Transition from Homelessness (PATH) outreach program to engage those living outside or in areas unfit for human habitation. Tumbleweed runs a Street Outreach program to seek out unaccompanied youth to engage them in services. A complete listing of services, including outreach, is included in the MA-30 Homeless Facilities and Services section of this Consolidated Plan.

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through addressing the emergency shelter and transitional housing needs of homeless persons.

The City of Billings is addressing homelessness to the greatest extent possible, although the City does not directly receive Emergency Solutions Grants, McKinney Vento Homeless Assistance Act grants, or other federal funding to specifically address the housing needs of the homeless. Temporary housing needs for the homeless in Billings are primarily met by the Montana Rescue Mission (MRM) Women's & Children's Shelter, MRM's Men's Shelter, the Community Crisis Center, YWCA's Gateway House, Volunteers of America's Independence Hall, Family Promise of Yellowstone Valley, and Rimrock. A complete listing of services, including emergency and transitional housing, is included in the MA-30 Homeless Facilities and Services section of the Consolidated Plan.

MRM does not seek nor utilize federal funds for its operation. Several local service providers assist homeless families by providing funding for rent, mortgage, utility, and deposit assistance. The Community Crisis Center provides crisis intervention and 23-hour stays as a technique to impact chronic homelessness. The YWCA provides transitional housing for victims of domestic violence.

Volunteers of America's Independence Hall is a 20-bed men's facility that has been providing transitional housing and services for honorably discharged veterans since 2009. While residing at Independence Hall, veterans are able to continue receiving treatment through the Department of Veterans Affairs and are given opportunities to participate in activities designed to help them reconnect with the community and get back to independent living. Independence Hall has served approximately 400 veterans since it opened in 2009.

City staff has provided over $800,000 in HUD Economic Development Initiative and State financing to establish new housing for those experiencing homelessness in Billings:

- In October 2008, the City of Billings released a Request for Proposals to develop new housing to serve those experiencing homelessness utilizing a housing first philosophy of management. A total of $500,000 was awarded to Family Promise of Yellowstone Valley, formerly known as Interfaith Hospitality Network. Two duplex apartment properties were acquired and rehabilitated, resulting in a total of four rental units serving homeless families. Thirty-two families, equaling 97 individuals, have been assisted through this project to date.
- In August 2010, the City of Billings released another Request for Proposals to develop a combined housing and employment project for occupancy by individuals and / or families experiencing homelessness. This type of social enterprise is considered a national best practice. A total of $300,000 was awarded to Rimrock, formerly Rimrock Foundation, to acquire and rehabilitate a single-family home to house up to six men who have experienced chronic homelessness. Twenty-five individuals have been supported through this social enterprise business and housing program.

For those living on the downtown streets of Billings, a new position has been created for an addiction / mental health counselor to accompany two downtown police officers when engaging people living on the streets. This initiative has been undertaken as one of the many outcomes from the Community Innovations Summit, which was facilitated by the Community Development Division, City Administration, and the Downtown Billings Alliance. A recent article published by the Billings Gazette highlights immediate successes as a result of this program. A complete list of service providers offering housing, services and prevention support is located in MA-30 Homeless Facilities and Services section of the Consolidated Plan.

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through helping low income individuals and families avoid becoming homeless, especially extremely low income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City does not receive or administer McKinney Vento Homeless Assistance Act or Emergency Solutions Grant funds to support programs to directly meet the needs of the homeless. The City did not receive requests this fiscal year for CDBG or HOME funding to assist the homeless.

The Montana Continuum of Care (MT CoC) for the Homeless Coalition is the state's lead agency for addressing homeless activities through federal CoC funds, which includes the City of Billings. The MT CoC is a statewide collaboration of diverse homeless service providers, nonprofit organizations, local and state governments dedicated to preventing homelessness. The avoidance of discharging people living in federally funded programs to homelessness is a primary philosophy for Montana service providers.

CoC awards to organizations located in the City of Billings have historically been very low, as renewal grants are prioritized over pro-rata need and geographic distribution. Organizations in Billings have previously received five to seven percent of the over $2.5 million awarded to the statewide Continuum of Care each year.

- The Housing Authority's Shelter Plus Care program provides housing assistance payments to individuals or families who are homeless and disabled, primarily with serious mental illness, addiction, or other conditions. Case management is provided by the South Central Montana Regional Mental Health Center. Over the past decade, the Housing Authority of Billings has provided housing to an estimated 1,650 households who were experiencing homelessness.
- District 7 HRDC receives Emergency Solutions Grant funding which is utilized for homeless prevention activities and rapid-rehousing exclusively. HRDC staff reports they do not maintain a waiting list due to the volume of households in need. HRDC also received HUD CoC funds for rapid-rehousing homeless families living in shelters.

Additional local organizations providing prevention services include Family Service, Inc., the Food Bank, the Center for Children and Families, Harmony House, the Yellowstone AIDS Project, St. Vincent de Paul, and Tumbleweed, to name a few.

To the greatest extent possible, City staff has continued to implement *Welcome Home Billings*, the City's ten-year plan to impact homelessness. The City assists in the prevention of homelessness through the development and distribution of the City's ***Resource Map*** and ***Notepad***, which includes a comprehensive downtown service directory for anyone seeking assistance. These resources have been distributed to health / mental health care facilities, foster care and other youth facilities, and local corrections programs.

Through the Billings Metro VISTA Project, beneficiaries have received direct services relating to housing, food security, economic opportunity, education and employment support. Full-year and summer associate VISTA members have supported over 50 nonprofit organizations in the Billings area from 2007 to the present. For other accomplishments, please see the response to the first question in this section (CR-25).

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

As previously stated, the City of Billings does not receive mainstream federal funding to reduce and end homelessness. To the greatest extent possible, City staff has continued to implement Welcome Home Billings, the City's ten-year plan to impact homelessness.

The City's ***Resource Map*** and ***Notepad*** includes a comprehensive downtown service directory for anyone seeking assistance. These resources have been distributed to health / mental health care facilities, foster care and other youth facilities, and local corrections programs.

The City sponsored a full-year VISTA member to assist NeighborWorks Montana in researching the feasibility of establishing a comprehensive housing center to serve low income renters and homeowners. The VISTA member facilitated a working group comprised of the Billings affordable housing organizations to bring the Home Center into fruition. Participants included the City of Billings, the Housing Authority of Billings, Rebuilding Together Yellowstone County, District 7 HRDC, Rural Dynamics, Beartooth Resource Conservation and Development, and Homeword.

After 18 months of planning, the Home Center opened in July 2015 and it is located in downtown Billings, which is central to the City's low income neighborhoods. The City provided a second, full-year VISTA member from July 2015 to July 2016 to help create the Home Center's housing programs. Today, the Home Center provides comprehensive housing services including information on available units, fair housing information, housing education and counseling. Housing services are coordinated under one roof, creating the opportunity for potential homebuyers and renters seeking safe, affordable homes and access all housing services in a one-stop-shop.

Additional information regarding crosscutting strategic and programmatic goals to impact homelessness is located in SP-40 Institutional Delivery Structure of the Consolidated Plan. For other accomplishments, please see the response to the first question in this section (CR-25).

CR-30 Public Housing 91.220(h), 91.320(j)

Actions taken to address the needs of public housing.

The Housing Authority of Billings is eligible to apply for funding through the City's Affordable Housing Development Program. In the past, the City has granted funds to support the Housing Authority's efforts to expand affordable housing opportunities. The City has also provided funding for a variety of rehabilitation and new construction projects to neighborhoods that have public housing units.

The City has helped rehabilitate properties, sold land for new businesses, and granted land to nonprofits to assist with neighborhood revitalization efforts in neighborhoods where Housing Authority complexes have been built. The City has also provided funding for parks and play areas for the neighborhoods where Housing Authority families reside. The City's First Time Home Buyer program assists with home ownership down payment assistance and home ownership counseling for clients interested in purchasing their first home.

City staff coordinates with the Housing Authority of Billings to facilitate environmental reviews, housing quality inspections, housing needs assessments, and assists with applications for supportive services when required. The City has also dedicated VISTA resources to support food security initiatives and a new reading literacy program. Several community gardens have been created on residential properties owned and managed by the Housing Authority.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership.

The Housing Authority implements the Family Self-Sufficiency program, which links participants to community agencies to help them become self-sufficient through individualized goal setting. Forty-Six families participated in the program in 2017. The Housing Authority expanded the program to include clients from the Montana Department of Commerce (MDOC). Four Housing Authority families became homeowners with Housing Choice Voucher assistance. Fifty-Three households have achieved homeownership through this program to date. Resident councils, an Advisory Board and the Family Self-Sufficiency Panel are involved in providing input on program needs and assisting others to become actively involved in the process. Additional information is included in the five-year plan on file at the Housing Authority office.

Each year, the Housing Authority goes through a process to assess physical needs addressed by tenants through their Resident Advisory Board for the Annual Plan process; comments are also solicited via Resident Council functions throughout the year. These comments, Board participation, tenant commissioners, and Public Housing Asset Managers' daily communications with the Housing Authority's client base serve to assist in assessing client needs for physical adjustments, security issues, and needed links with the community. The physical needs requests are implemented along with staff recommendations in the Capital Fund planning process.

Actions taken to provide assistance to troubled PHAs.

Not applicable. The Housing Authority received certification from HUD for sustaining a High Performer Status for the Public Housing Assessment System and, therefore, a review of troubled status needs is not required as part of the Consolidated or Annual Action Plan. The Housing Authority has also consistently received a score of 100% from HUD for the SEMAP (Section 8 Management Assessment).

CR-35 Other Actions 91.220(j), 91.320(i-j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. *91.220 (j); 91.320 (i)*

According to the City's most recent Analysis of Impediments to Fair Housing Choice, most of the typical exclusionary provisions that would hinder affordable housing development do not exist in the current Billings zoning codes. However, the following issues may act as barriers to affordable housing investment:

- Density bonuses have not been established to offset the cost of development if a project contains a certain percentage of affordable housing.
- There is currently not a way to fast-track the approval processes for affordable housing development projects.

  However, fast-tracking may not be as important in Billings as it is in other parts of the country. Subdivision review times are set by the Montana State Legislature. Building permit reviews for single-family homes (one to four units) are three to five days and commercial permits, including multi-family with five or more units in a structure, take four to six weeks to review. Other areas of the country, and some cities in Montana, take 30 days or longer for single-family reviews and four to six months for commercial reviews.
- The City does not currently permit a waiver or reduction of impact fees, including water and wastewater system development fees, to promote affordable housing development.
- The use of accessory dwelling units is not a widely practiced housing development strategy.

Project Re:Code: The City has undertaken a large-scale initiative to modernize zoning regulations to ensure equal opportunity and housing affordability citywide. Several AmeriCorps Volunteers in Service to America (VISTA) members have been placed in the City's Planning Division to assist with this effort.

Analysis of Impediments to Fair Housing Choice: In early 2017, the City of Billings started collaborating with entities across Montana to construct a regional 2020 fair housing analysis utilizing data and formatting recently made available through HUD's Assessment of Fair Housing initiative. This collaboration includes partnerships with the State of Montana's Department of Commerce (MDOC), the City of Missoula, and the City of Great Falls. Seven full-year AmeriCorps Volunteers in Service to America (VISTA) members have been placed to assist with this fair housing / equal opportunity initiative:

- **Montana Department of Commerce, Helena:** One member began in July 2017 and one additional member began in January 2018.
- **City of Billings:** One member began service in August 2017 in the Community Development Division. Two members began service in the Planning Division in January 2018.
- **Cities of Great Falls and Missoula:** One VISTA member was placed in each of these jurisdictions in January 2018 and a third VISTA member was placed in Missoula in January 2019.

Actions taken to address obstacles to meeting underserved needs. *91.220(k); 91.320(j)*

The City has been meeting underserved needs through the following programs:

- **Affordable Housing Preservation:** Housing Rehabilitation, Manufactured Home Repair, Affordable Housing Development, and Foreclosure Acquisition / Rehabilitation.
- **New Affordable Housing Opportunities:** Community Housing Development Organizations, Affordable Housing Development, and First Time Home Buyer.
- **Housing Choice:** Fair housing education in all City programs and supporting the development of the Billings Home Center.
- **Poverty Impact:** Billings Metro VISTA Project.

Please Note: The priority need identified to expand housing choice is supported by administrative activities and has not been allocated separately from the above.

Actions taken to reduce lead-based paint hazards. *91.220(k); 91.320(j)*

The City continues to be in compliance with HUD's lead-based paint requirements as established in September of 2000. According to the American Community Survey estimates from 2007-2011, there are over 29,317 housing units built before 1979 that are at risk of containing lead-based paint, which comprises 64 percent of the total housing stock in Billings. Not all of the homes built prior to 1979 contain lead-based paint and lead hazards. However, projects involving structures built prior to 1978 are considered to have the potential for lead-based paint and consistent procedures have been developed to ensure compliance with federal regulations.

In 2012, the Center for Disease Control recommended action for children with elevated levels greater than or equal to five ug/dL. The Montana Department of Public Health and Human Services cited a 2012 field study conducted in 11 counties in the state. Children enrolled in Medicaid aged one to five years were tested for elevated blood lead levels. Nearly 600 children participated in the study, and three percent of the children had levels ≥ five ug/dL. One in four of the children tested had ≥ one ug/dL. This information is the latest data available on children in Montana and exposure to lead to date.

The City will continue to practice diligence while undertaking rehabilitation and construction activities in order to maintain the safety of households participating in federal programs. Participants in the City's housing programs are made aware of lead-based paint requirements. Education on the hazards of exposure to lead-based paint is provided for each rehabilitation project. The City currently offers risk assessment, paint inspections, and clearance testing through certified professionals. The City also has access to certified, lead-safe and abatement contractors to ensure compliance.

In addition, City staff promotes lead-safe work practices training whenever it is offered in Montana, which gives local contractors the opportunity to become certified in lead-safe work methods. The City will continue to maintain working relationships and partner in furthering educational efforts with lead-based paint professionals to ensure HUD requirements are effectively met.

In summary, the City of Billings has achieved full compliance with HUD lead-based paint requirements. City staff continues to develop local contractor capacity for regulatory compliance. Certified Risk Assessors are utilized for assessments and clearance activities. All rehabilitation projects facilitated and monitored by City staff are brought to lead-safe standards.

Actions taken to reduce the number of poverty-level families. *91.220(k); 91.320(j)*

The City supports efforts to improve economic conditions and supports activities to address economic conditions of low income households in Billings. All of the Consolidated Plan strategies target the improvement of economic conditions of lower income households in the community, including housing development, financing home repair and buyer activities, continuing partnerships to support community needs and funding public service activities. Specifically, the City's efforts to reduce the number of persons living below the poverty level include CDBG and HOME funding allocations to home buyer / repair programs. The results of this fiscal year's actions are as follows:

- **First Time Home Buyer:** Three extremely low income households and 53 low income households acquired their first home.
- **Home Repair:** One extremely low income and five low income households received assistance to make needed repairs to their homes.
- **Foreclosure Acquisition / Rehabilitation:** Two very low income households were able to purchase a fully-renovated home.

The City has continued to work with nonprofit organizations to help address the human service needs of lower income residents of the community in general and also to serve lower income neighborhoods. This has been achieved in the past through funding allocations to social service organizations under CDBG Public Service activities, including the VISTA program. In addition, HOME program requirements stipulate serving low income households exclusively.

The City of Billings - Community Development Division staff began working with the AmeriCorps VISTA program in 2007 to assist with the development and implementation of Welcome Home Billings, the City's ten-year plan to impact homelessness. This project generates full-time volunteers to work in nonprofit organizations to support homeless and poverty-impact initiatives.

By July 2009, the City had earned an official project designation and the Billings Metro VISTA Project was established. This initiative is particularly important when funding levels decline; all work completed must impact poverty and homelessness. Volunteers work to provide social services to those experiencing homelessness and / or poverty. Examples of projects undertaken this fiscal year include: furthering childhood literacy and food security for public housing residents at the Housing Authority of Billings; assisting the Parks and Recreation Department expand food security for low income households through the development of a community garden located in Billings' Southwest Corridor neighborhood; assisting economically disadvantaged children succeed in education through monitored mentoring programs; and expanding health education for American Indians in Billings.

Actions taken to develop institutional structure. *91.220(k); 91.320(j)*

The City of Billings is the lead government entity responsible for Consolidated Plan activities funded through CDBG and HOME. The City's ability to carry out home repair / buyer and poverty impact programs relies heavily on partnerships in the community, representing a significant strength in institutional structure. Gaps in institutional structure would, in part, be remedied with additional administrative funds to further coordinate services. The City has been carrying out housing, homeless and other community development activities to address the following priorities as listed below.

Affordable Housing Preservation: The City has the comprehensive ability to address priority needs through home repair programs such as Housing Rehabilitation, Manufactured Home Repair, and Foreclosure Acquisition / Rehabilitation programs. Private-industry contractors are trained in lead-safe work methods and staff advertises contractor opportunities through print media, on the City's website, through the Neighborhood Task Forces and by holding public informational meetings. Emphasis on the

provision of opportunity to Section 3, minority and women-owned businesses ensures furthering equal opportunity to low income owners / employers, racial / ethnic minorities and businesses owned by women.

New Affordable Housing Opportunity: The City maintains positive relations with the Housing Authority of Billings, CDBG and HOME officials at the Montana Department of Commerce, private industry developers, lenders, realtors and others to ensure collaboration and engagement in the implementation of First Time Home Buyer and Affordable Housing Development programs. The City has two currently certified nonprofit CHDOs and is actively seeking additional project opportunities for the purposes of affordable housing development.

Housing Choice: City staff maintain positive and close relationships with the staff at Montana Fair Housing; the primary nonprofit agency in fair housing education and enforcement for the state. Staff actively supports efforts to hire additional fair housing testers, particularly minorities, through targeted recruitment efforts. In addition, local housing organizations made it possible to open the Home Center; a one-stop shop for housing needs. One of the goals of the Home Center is to address the beginnings of segregated neighborhoods and lending discrimination for Hispanic Americans in Billings, as identified in the City's Analysis of Impediments to Fair Housing Choice. Staff also attends a South Park annual event in September to promote home buyer / repair programs as well as contractor opportunity.

Poverty Impact: CDBG and HOME resources are not adequate to meet the needs of the homeless and those experiencing poverty in Billings. The City's main anti-poverty initiative is the implementation of the Billings Metro VISTA Project. The City has provided full-year and summer associate VISTA support to dozens of nonprofit organizations in the Billings area to date. The continuance of this initiative is imperative to strengthen service delivery to those in need. The Billings Metro VISTA Project enables the City to support nonprofit organizations in a sustainable fashion since the provision of public service grants is no longer an option due to historically low CDBG allocations.

Actions taken to enhance coordination between public and private housing and social service agencies. *91.220(k); 91.320(j)*

The City of Billings works in collaborative partnership with social service providers, other government agencies, and the private sector to further all community development programs, including the Housing Authority of Billings and the CDBG and HOME administrators at the Montana Department of Commerce.

City staff believes positive collaboration and coordination of programs and services will enhance the community's ability to meet the needs of low income citizens. Additional information on collaboration with social service agencies, public, and private housing organizations is noted in the response to the previous question regarding institutional structure. The City has continued coordinating with public, private, and social service agencies to further activities and projects identified herein, including participation in the following groups and initiatives:

- **Neighborhood Task Forces:** City staff attends Neighborhood Task Force meetings each spring in order to garner feedback relative to available programs, accomplishments, and proposed use of federal funds for future programs. The Neighborhood Task Forces represent areas in Billings with high residency concentrations of minority, low income, and female-headed households.
- **Adjacent Neighborhood Committee:** The Planning and Community Services Department facilitates a quarterly meeting for the Neighborhood Task Force officers to collaborate. The City Council has dedicated $12,000 in non-federal funds to support Task Force newsletters, public information mailings, and community events.
- **Community Innovations Initiatives:** In October 2014, staff members from the Community Development Division, City Administration, and the Downtown Billings Alliance facilitated the

Community Innovations Summit. The Summit was the catalyst for a multi-jurisdictional, coordinated response to downtown street homelessness. City staff and community leaders addressed legislation, the justice system, law enforcement and business environments. A recent article, published by the Billings Gazette, highlights immediate successes as a result of this collaboration.

- **Resource Map and Notepad:** City staff has continued to distribute the City's ***Resource Map*** and ***Notepad***, which includes a comprehensive downtown service directory
- **Billings Metro VISTA Project:** The City has assisted dozens of nonprofit social service organizations to expand and enhance programs for the homeless and those experiencing poverty. Priority focus areas include housing, financial literacy, employment, education, food security and access to healthcare.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. *91.520(a)*

The City maintains records reflecting the Analysis of Impediments to Fair Housing Choice and actions taken to overcome the effects of the impediments identified in the Analysis of Impediments. A summary of the actions taken follow in the narrative, map and chart below.

The City's Analysis of Impediments to Fair Housing Choice, cited in the Consolidated Plan's Needs Assessment, revealed the beginnings of segregated neighborhoods and lending discrimination for Hispanic Americans in Billings. The Analysis contained the following recommendation:

> *Billings should establish a housing service center... where home seekers are introduced to housing options beyond the racial or ethnic neighborhoods to which they often feel they are limited.*

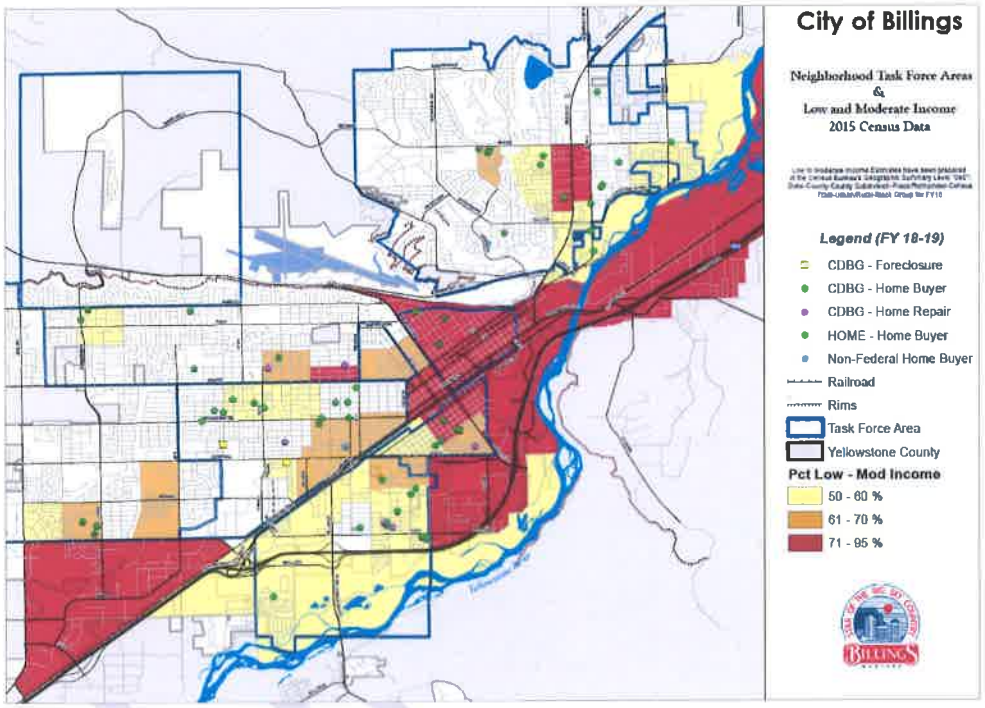
The City sponsored a full-year VISTA member to assist NeighborWorks Montana in researching the feasibility of establishing a comprehensive housing center to serve low income renters and homeowners. The VISTA member facilitated a working group comprised of the Billings affordable housing organizations to bring the Home Center into fruition. Participants included the City of Billings, the Housing Authority of Billings, Rebuilding Together Yellowstone County, District 7 HRDC, Rural Dynamics, Beartooth Resource Conservation and Development, and Homeword.

After 18 months of planning, the Home Center opened in July 2015 and it is located in downtown Billings, which is central to the City's low income neighborhoods. The City provided a second, full-year VISTA member from July 2015 to July 2016 to help create the Home Center's housing programs. Today, the Home Center provides comprehensive housing services including information on available units, fair housing information, housing education and counseling. Housing services are coordinated under one roof, creating the opportunity for potential homebuyers and renters seeking safe, affordable homes and access all housing services in a one-stop-shop.

The City has focused distribution of investments on a citywide basis in order to support diversity and mixed-income development across the community. The City's performance in serving predominantly low income households is clear via Integrated Distribution Information System (IDIS) reporting; nearly 100%.

Neighborhood Revitalization Strategy areas have not been established in Billings and there is no specific amount of funding allocated for a target area in the City's geographic distribution of resources. Therefore, the City has dedicated zero percent of funding to target areas in favor of supporting a citywide approach to further fair housing, equal opportunity and anti-segregation efforts.

The following map clearly illustrates the disbursement of federal investments to promote equal opportunity in all neighborhoods for the City's home buyer, repair and foreclosure programs for this fiscal year. *Please note, no indirect benefits activities (sidewalk repairs, infrastructure) were undertaken this fiscal year.*



Analysis of Impediments to Fair Housing Choice (AI) Matrix

The following chart illustrates City staff's documentation and record-keeping on selected impediments identified in the latest AI, including identified impediments and actions taken during the fiscal year. Small staff size, limited funding and constrained sphere of influence greatly reduce City staff's ability to address each of the eleven impediments identified in the AI.

**References Original AI Numbers for Impediments and Recommendations.*

Selected Impediments	*Actions Taken*
A. Concentrations of minorities that would not exist in a free market not distorted by discrimination suggest that Billings has a dual housing market; one market for non-Hispanics, Whites and Asians and another for all other minorities (AI 1*).	**A1:** Produced and disseminated consumer education on Fair Housing issues to make people aware that they can move anywhere in the area they can afford. This effort is supported through the Billings Home Center.
	A2: Worked to expand housing choices for existing and potential new residents beyond neighborhoods identified by their own race or ethnicity by supporting the activities of the Billings Home Center, including rental and homeowner education. Presentations for housing programs are made each February at Neighborhood Task Force meetings, where high minority and low income households are concentrated. City staff also provided on-site workshops, distributed various publications and conducted an extensive outreach and advertising campaign throughout the year to increase access and equal opportunity for minorities, the disabled, the elderly, and single-headed households. Please refer to *CR-05 Goals and Outcomes, CR-10 Racial and Ethnic Composition of Families Assisted,* and *CR-15 Resources and Investments* for details on outcomes of these actions taken to address this impediment.
B. Discriminatory real estate industry practices such as racial and ethnic steering distort the free market in housing (AI 2*).	**B1:** Continued to partner with enforcement agencies providing testing of the real estate industry practitioners to identify discriminatory practices in rental and for-sale housing. This fiscal year, City staff also assisted in recruiting new fair housing testers, particularly minorities, for Montana Fair Housing.
C. Discrimination against Latinos in issuing government-backed mortgage and refinancing loans continues unabated in Billings as it does throughout the nation (AI 3*).	**C1:** Continued to support the efforts of local housing counseling agencies, especially to Latinos, before they apply for a mortgage. This fiscal year, all of the City's First Time Home Buyer participants attended pre-acquisition counseling through the Billings Home Center's homebuyer education class. This fiscal year, approximately 400 people attended homebuyer education classes. City staff attends a community park event each September in the Billings South Side neighborhood to promote home ownership, home repair, and fair housing assistance. Staff utilizes this opportunity to recruit Section 3 contractors. This neighborhood has a high concentration of Hispanic and other minority households. City staff also provided on-site workshops, distributed various publications and conducted an extensive outreach and advertising campaign throughout the year to increase access and equal opportunity for minorities, the disabled, the elderly, and single-headed households. Please refer to *CR-05 Goals and Outcomes, CR-10 Racial and Ethnic Composition of Families Assisted,* and *CR-15 Resources and Investments* for details on outcomes of these actions taken to address this impediment.

	C2: Continued to provide brochures containing information apprising potential homebuyers of the availability of housing counseling and how to spot / report discriminatory lending practices. This effort is supported through the Community Development office, on the City's website, and the Billings Home Center. City staff has also updated its website to include information on nondiscrimination, accommodations and the City's grievance procedure. Please refer to www.CityofBillings.net/ComDev for details (sent direct link to FHEO on August 23, 2017).
D. The relatively high cost of housing continues to pose a barrier to fair housing choice in Billings (AI 4*).	**D1:** Continued to work toward the provision of affordable housing through Community Development programs including home buyer, home repair, housing development and poverty-impact programs. Please refer to *CR-05 Goals and Outcomes, CR-10 Racial and Ethnic Composition of Families Assisted,* and *CR-15 Resources and Investments* for details on outcomes of these actions taken to address this impediment. The City's Affordable Housing Development program includes the opportunity to provide federal and local funds to facilitate the conversion of rental properties to limited equity cooperatives (4C*), as recommended in the City's AI. Although funds were available this fiscal year, the City did not receive any proposals for this type of housing development.
E. Review Unified Zoning Regulations and review requirements to foster compliance with fair housing law and to promote inclusionary zoning (AI 4 through 10*).	**E1:** The City's Planning Division is currently reviewing all of the City's zoning codes relative to continuity and to promote inclusionary zoning. The project began in late 2017 and continue through 2019 and is named Project Re:Code. The Community Development Division staff successfully placed three AmeriCorps VISTA members to assist with this initiative. Progress to date is significant. This fiscal year, the Planning Division announced a major project milestone and educational webpages. The new City of Billings Pattern Guide is designed to provide guidance to homeowners, home builders, and small business owners looking to invest in the First Neighborhoods of Billings. The webpages feature detailed information on Billings' First Neighborhoods – South Side, North Park, Pioneer Park and Central Terry (all low income neighborhoods). The First Neighborhoods of Billings are close-in residential areas around Downtown. Three additional neighborhood pages will be coming forward in the near future – West Central, Heights and West Shiloh. The authors and designers, Billings Metro VISTA Project members Claire Yang and Jacob Cote, crunched through mountains of information and data to craft this guide and educational resource for all Billings residents.
F. There is a serious shortage of housing affordable to holders of Housing Choice Vouchers in the areas of Billings where the proportion of public school students from low income neighborhoods is relatively low (AI 11*).	**F1:** Continued to offer support for efforts to promote economic diversity in all schools to ensure every school has a majority of pupils coming from middle-class / higher-income households. In previous fiscal years, the City placed AmeriCorps VISTA members in the Planning Division to work with the school district to improve access to schools via alternative modes of transportation.
	F2: Continued to offer support for the Housing Authority's efforts to expand the geographic range where holders of Housing Choice Vouchers look for housing.

CR-40 Monitoring 91.220, 91.230)

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Overall monitoring includes the following for CDBG and HOME programs:

- Examination of the community's use of available HUD, state, and local resources to meet the affordable housing and community development needs as outlined in the Consolidated Plan.
- Examination of the effectiveness of, and demand for, the Community Development Division's programs.
- Review of public comments received on the community's performance in meeting the affordable housing and community development needs described in the City's Consolidated Plan.

Organizations: The City may fund a variety of organizations to carry out CDBG and HOME activities each year. Written agreements are executed that describe applicable regulations, the scope of work and funding. This fiscal year, the City entered into an agreement with NeighborWorks Montana to develop two homeownership housing units. Organizations receiving City funds are monitored by Community Development staff to ensure compliance with the terms of the agreement and applicable regulations, including Section 3 and minority business outreach.

Affordable Housing Projects: Housing projects are monitored via desk review and / or site-visits, including inspections, on a schedule based on the number of units in the project:

# of Units	*Frequency of On-Site Monitoring*
1 - 4 Units	Every 3 years
5 - 25 Units	Every 2 years
26+ Units	Every year
Source Documentation	Every 6 years
Staff inspects 15% - 20% of the total HOME units per project, minimum one unit in each building	
10+ HOME-Assisted Units = Annual Financial Review	

On-site visits include property standards completion and ongoing compliance inspections, tenant file review, household income verification, etc. City staff also conducts annual desk reviews to ensure leases are in compliance with HOME regulations; rents are compliant with HOME limits; tenant incomes are reviewed annually and they are within eligibility limits; the property owner/manager is inspecting the property at least annually; that adequate project reserves have been established and annual reports are received; and the year-end profit and loss statements show the project is profitable and/or sustainable for the period of affordability.

Risk Assessments: Affordable housing projects are also scrutinized via routine Risk Assessment in order for City staff to evaluate the relative level of risk of noncompliance for each project in the assisted portfolio. The risk assessment includes reviewing:

- Number of units
- Staff turnover and experience
- Funding amounts, affordability periods and type of assistance provided
- File and project documentation
- Past performance

Projects with higher risk assessment scores are prioritized for intensive case management efforts to bring the project into compliance. These projects typically undergo multiple site visits and extensive technical assistance from City staff.

First Time Home Buyers: Homebuyers receiving HOME assistance are monitored for residency requirements annually through the United States Postal Service. City staff sends a newsletter via first class mail to each assisted household. If homeowners have changed primary residency, the mail is returned to the City office. Noncompliant projects are prioritized for intervention through the City's legal office.

Community Housing Development Organizations (CHDOs): The City requires CHDOs apply for recertification on an annual basis to ensure continued requirements are being met for CHDO designation throughout applicable affordability periods. The application includes (but is not limited to) maintenance of Board composition, including at least one-third membership by residents of low income neighborhoods and no more than one-third may be public officials or local / state employees. Staff also conducts a CHDO capacity review every time a new project is funded to ensure the organization has the ability to carry out functions of the proposed project. This fiscal year, NeighborWorks Montana and Homeword were certified as active CHDOs.

Citizen Participation Plan: Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports. 91.105(d); 91.115(d)

As noted in the first section of this CAPER (CR-05), the public comment period for the City's CDBG and HOME CAPER exceeds the minimum 15-day requirement. A public hearing is also held before the Billings City Council at the end of the public comment period. Notice of both the public comment period and hearing are published in a local newspaper for three consecutive weeks. Public comments are noted in the first section of the CAPER.

The City's Citizen Participation Plan includes garnering input throughout annual allocation and performance reporting procedures and continuing to work with stakeholders to address needs. City staff encourages citizen participation in the consolidated planning process and makes special efforts to include low income citizens, minorities, non-English speaking persons, persons with disabilities, and female-headed households. City staff is also fully prepared to comply with Citizen Participation requirements for the development of the Assessment of Fair Housing.

Community Development Board: The City of Billings created the Community Development Board in the 1970s to ensure low income citizen participation and consultation for the use of federal funds. By City ordinance, six of the nine Board members must reside in low income areas or be designated as representatives of a low income neighborhood.

The Board meets on the first Tuesday of each month and is responsible for making recommendations to the City Council for the use of federal funds and monitoring program implementation. The Board members review drafted Consolidated Plans, Annual Action Plans and CAPERs and they annually attend Neighborhood Task Force meetings and public events to promote the City's programs.

Website Posting & Email Solicitation: The drafted CAPER was posted to the City's website and a public notice was published for three consecutive weeks to notify the public about the drafted document and the City Council's public hearing. In addition, the following organizations received emails and direct links to the CAPER to promote review and facilitate public comment. These organizations primarily serve minorities, persons with disabilities, and female-headed households. Staff encouraged the agencies to share this information with their clients and other organizations who may be interested in the drafted CAPER.

CAPER OUTREACH		
#	Organization	Services and Client Demographics
1.	Housing Authority of Billings	The Housing Authority of Billings provides housing and services to low income families and to the homeless. The predominant population is very low income, minority and female-headed households (over 400 families). The Housing Authority also serves the elderly, disabled, minority families and the homeless.
2.	Homeword	Homeword began as a project of WORD (Women's Opportunity and Resource Development, Inc.) in 1994, in response to the growing need for affordable housing in Montana. Homeword is a housing developer and housing provider serving those working low-wage jobs, seniors on fixed incomes, people with disabilities, female-headed households, domestic violence survivors, veterans and formerly homeless people.
3.	Rimrock	Rimrock is a local housing and service provider representing persons with disabilities, minorities, and those experiencing addiction or who are in recovery.
4.	Mental Health Center	The South Central Regional Mental Health Center is a regional housing and service provider representing persons with disabilities, including those experiencing mental illness, addiction and / or homelessness. The Mental Health Center also serves a high number of minority clients.
5.	Family Service, Inc.	A local service provider assisting very low income families, minorities, female-headed households and those with disabilities. Services include food and clothing distribution, health supplies, vision care assistance, etc.
6.	District 7 HRDC	A regional service provider assisting low income households, female-headed households, minorities, the disabled and disadvantaged youth. Services include childcare assistance, food programs, alternative education, emergency housing assistance, employment / training opportunities, energy assistance, and housing and supportive services for young mothers.
7.	Adult Resource Alliance	A local service provider assisting elderly and disabled citizens with access to nutrition programs, socialization and volunteer opportunities, transportation and home health care services.
8.	Big Sky Senior Services	A local service provider assisting elderly and disabled citizens with access to home healthcare services and prevention of elder abuse.
9.	Living Independently for Today and Tomorrow	A local housing and service provider for the disabled. Services include independent living skills programs, personal care assistant support, peer mentoring, etc.
10.	RiverStone Health	RiverStone Health provides personal and public health services for low income citizens, including minorities, the elderly, and the disabled. RiverStone Health also provides support to those with HIV/AIDS. Services include testing, pharmaceutical assistance, etc.
11.	Rocky Mountain Tribal Leader's Council	An organization dedicated to improving health, economic development and education for Tribes and their members. Services include addiction treatment / recovery and good health and wellness.
12.	YWCA Gateway House	A local housing and service provider for victims of domestic violence; primarily female-headed households and minorities. Services include housing, legal advocacy, employment / training, and case management to access mainstream benefits.
13.	Ag Worker Health & Services	An organization providing healthcare and dental visits to extremely low income agricultural workers and their families. The vast majority of the people served are minorities.
14.	Montana Fair Housing	A private, full-service nonprofit organization dedicated to the elimination of housing discrimination in Montana. Services provided to minorities, female-headed households, the disabled and the elderly include education, advocacy, and legal support.
15.	Montana Department of Commerce	State agency providing HUD HOME and CDBG resources to meet housing and community development needs.
16.	NeighborWorks Montana	An organization providing affordable housing opportunities for families and individuals. This organization provides housing assistance and options for low income households, minorities, female-headed households and the disabled.

Minorities: Organizations representing minorities included in the solicitation of comments on the City's CAPER include the Housing Authority of Billings, Homeword, Rimrock, the Mental Health Center, Family Service, Inc., District 7 HRDC, Rocky Mountain Tribal Leader's Council, YWCA Gateway House, Montana Migrant Council, Montana Fair Housing, and NeighborWorks Montana.

Female-Headed Households: Organizations representing female-headed households included in the solicitation of comments on the City's CAPER include the Housing Authority of Billings, Homeword, Family Service, Inc., District 7 HRDC, YWCA Gateway House, Montana Fair Housing, and NeighborWorks Montana.

Disabled Citizens: Organizations representing the disabled included in the solicitation of comments on the City's CAPER include the Housing Authority of Billings, Homeword, Rimrock, the Mental Health Center, Family Service, Inc., District 7 HRDC, Adult Resource Alliance, Big Sky Senior Services, Living Independently for Today and Tomorrow, Yellowstone AIDS Project, Montana Fair Housing, and NeighborWorks Montana.

The City's procedure is to utilize Montana's Relay (TTY 711) system to communicate with persons with hearing and / or speech impairment and places the TTY 711 number in public notices, program brochures and other documents utilized for public communication. Montana Relay makes it possible to make phone calls between a standard telephone and a text telephone. After calling 711, an operator translates between the calling parties, speaking aloud whatever is typed, so the standard phone user can hear it. The operator also types whatever is said so the text telephone user can read it.

Non-English Speaking Citizens: The City contains a very small percentage of non-English speaking citizens; less than four percent of the City's total population. At this level, the City does not meet the five percent or 1,000 people threshold utilized to determine the need for additional language publication and accommodation. According to data derived from the 2011 Census, there are an estimated 13,040 Spanish-language speakers in the entire state of Montana; 1.4 percent of the State's population. With such a small number of individuals who are non-English speaking, City staff did not publish the public notice for the public hearing in an alternative language.

City staff has written and implemented a Language Assistance Plan to establish guidelines to ensure access to program information and further equal opportunity for persons with hearing impairment and limited English proficiency. The Language Assistance Plan states that the City of Billings Community Development Division will offer interpretation and / or translation services upon request, and whenever such services are needed; staff is responsible for contacting a vendor to schedule the earliest possible date / time for interpretation/translation services ensuring the convenience of the individual with limited English proficiency.

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The objectives set forth in the Consolidated Plan are still viable and appropriate:

- Provide direct, affordable financing and assistance to low income homeowners for the completion of needed repairs citywide.
- Revitalize low income neighborhoods through foreclosure remediation, redevelopment and infill development.
- Provide affordable financing and support to promote homeownership opportunities citywide. Provide homebuyer education to all households utilizing acquisition programs.
- Encourage the citywide development of new affordable single-family, multi-family and special needs housing in the community through private developers and nonprofit organizations.

The following objectives are still viable and appropriate, but will not be included in HUD's IDIS system as there is no separate funding source allocated to activities:

- Ensure equal opportunity and housing choice with all programs and activities citywide.
- Implement core programs citywide to promote desegregation and inclusive neighborhoods. Encourage collaboration to address needs and to respond to opportunities for special needs populations.

This fiscal year, staff has not identified reasons for changes to the First Time Home Buyer, Affordable Housing Development, or Foreclosure Acquisition / Rehabilitation programs. The Housing Rehabilitation and Manufactured Home Repair Loan programs are currently under staff review. There has been low demand for the programs in the last few years.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

The City of Billings - Community Development Division does not have an open BEDI grant.

CR-50 HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations.

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

City staff conducts annual reviews of affordable rental housing projects funded through the HOME program throughout the affordability period. HOME-funded projects requiring on-site inspections this year included: Grandview apartments (Accessible Space); Old Town Square apartments (Housing Authority of Billings); Southern Lights apartments (Homeword); Magic City Terrace apartments (Volunteers of America); Sage Towers apartments (Tamarack); YWCA Gateway House; and Pheasant Home apartments.

All of the issues detected during the inspection of HOME-assisted units were minor and were immediately remedied. A tenant had taken down their smoke detector in their unit due to it beeping from needing a new battery. The battery was replaced and the smoke detector was put back up. Another property needed to have the screws replaced on the handrail for the stairs as the handrail was wobbly and close to coming off the wall. One unit needed two screens replaced due to the tenant damaging the screens and removing them completely. Another unit need a bathroom light fixture replaced because it was no longer working and was the only source of light in the bathroom. All of the projects were reviewed this year and staff determined that they are being operated in compliance with HOME program regulations. Properties not meeting compliance with regulations are addressed through case-management and a targeted provisional work plan is created to bring the project into compliance.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

The City adheres to an Affirmative Marketing Procedure to further the City's commitment to nondiscrimination and equal opportunity in housing. The intention of City staff's efforts is to attract those who are least likely to apply for housing and community development programs. City staff has assessed affirmative actions taken and believes the marketing completed for HOME units is adequate.

Affordable Housing: Proposed affordable housing development projects with more than five HOME units are required to submit an Affirmative Marketing Plan with the application for funding. Plans include procedures for marketing units to minority / disabled populations and performing significant outreach to ensure equal housing opportunity for potential renters / owners of the housing units.

Affirmative Marketing Action Plans were also reviewed during annual monitoring reviews. Organizations list the process by which they are marketing vacant units (rental offices, the local newspaper, and entrance of the project) in attempt to reach different minorities, genders, and the disabled.

Home Repair / Buyer: Presentations on these programs occur each spring at Neighborhood Task Force meetings. These communities represent low income and high-minority concentration areas in Billings. In recent fiscal years, information regarding the home repair / buyer programs and contractor opportunities have been distributed as follows:

- City staff emailed fliers to agencies serving the elderly, disabled and those experiencing homelessness including HRDC District 7, Rural Dynamics, Center for Children and Families,

Rimrock Foundation, Family Service, Inc., the Mental Health Center and the Community Crisis Center.

- A flyer describing the home repair programs are sent to low income homeowners previously assisted through the First Time Home Buyer program and to local lenders.
- Print advertising appeared multiple issues of ***Tidbits of Billings*** (a weekly publication).
- Printed brochures and information are continually distributed through the Billings Home Center.
- Staff manned a booth, distributed print materials, and met with participants at the "Community Resource Fair".
- Over 35,000 full-color direct mail inserts were distributed to City residents via water bills.
- Distributed printed flyers, brochures and information through the Office of Indian Education and the Indian Health Board of Billings.
- Mailed letters and a supply of brochures to all Billings mobile home parks and offered to do workshop(s) for residents on the Manufactured Home Repair Loan Program.
- Information, applications, and other information are continuously available on City of Billings' website here.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

A total of $456,870 in program income and recaptured funds was received in the HOME program this fiscal year. Funding was committed and expended this fiscal year via the First Time Home Buyer program. Remaining funds have been committed to First Time Home Buyer program and the full amount will be utilized by the committed households close on their homes this fall.

HUD requires the City of Billings to utilize program income, repaid, and recaptured revenues prior to drawing down entitlement funds. Therefore, staff reduces previously committed entitlement funds from IDIS activities and replaces it with cash revenue funds for immediate use. The Consolidated Plan stipulates that federal resources will be allocated on a close- and shovel-ready basis, ensuring the efficient use of funds in programs that are in higher demand.

A total of 56 households achieved homeownership through the First Time Home Buyer program, 31 of which were funded using HOME dollars. The average purchase price of the homes was approximately $159,000. Sixteen percent of the total households were minorities, and just under 40 percent were single-headed households. Three households were extremely low income and the remaining households were low income.

Describe other actions taken to foster and maintain affordable housing. *91.220(k)*

The City has been managing the following programs to foster and maintain affordable housing:

- **Affordable Housing Preservation:** Housing Rehabilitation, Manufactured Home Repair, Affordable Housing Development, and Foreclosure Acquisition / Rehabilitation.
- **New Affordable Housing Opportunities:** Community Housing Development Organizations, Affordable Housing Development, and First Time Home Buyer.
- **Housing Choice:** Fair housing education in all City programs and supporting the development of the Billings Home Center.

- **Poverty Impact:** The Billings Metro VISTA Project is providing support to Rebuilding Together to support affordable housing preservation.

Please Note: The priority need identified to expand housing choice is supported by administrative activities and has not been allocated separately from the above.

DRAFT

ATTACHMENT A - Public Notice

Pending

ATTACHMENT B - Section 3 Reports

Pending

DRAFT

Regular City Council Meeting

Meeting Date: 09/23/2019
TITLE: Special Review 978 - 2018 Main Street
PRESENTED BY: Monica Plecker
Department: Planning & Community Services
Presentation: Yes

PROBLEM/ISSUE STATEMENT

This is a special review request to locate an existing all beverage liquor license with gaming on Block 2, Lot 11, Chamberlin Sub., a 1.37 acre parcel of land located in a Highway Commercial (HC) zone, at 2018 Main Street. No waiver of the 600-foot separation distance is required at this location. Tax ID: C00206.

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

ALTERNATIVES ANALYZED

City Council may:

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

APPLICATION DATA

OWNER: JEM LLC
AGENT: Jerry T. Ray
LEGAL DESCRIPTION: Block 2, Lot 11, Chamberlin Sub
ADDRESS: 2018 Main Street
CURRENT ZONING: HC
EXISTING LAND USE: Commercial Vacant tenant space
PROPOSED USE: All Beverage with Gaming
SIZE OF PARCEL: 1.37 acres

Before a recommendation of approval or conditional approval can be made, each special review request must demonstrate conformance with three primary criteria per BMCC 27-1503:
1)The application complies with all parts of the Zoning Regulations,
2) The application is consistent with the objectives and purposes of the Zoning Regulations and the Growth Policy, and
3) the application is compatible with surrounding land uses and is otherwise screened and separated from adjacent land to minimize adverse impacts.

This application conforms to the first criteria in so far that the zoning regulations adopted by the City Council have designated that any on-premise liquor license with gaming would be allowed in an HC zone. The proposed site plan meets all the requirements of the zoning regulations for setbacks, building height, clear vision areas and lot coverage.

The application meets criteria from the second requirement, as it is consistent with objectives of the 2016 City Growth Policy:

Essential Investments:

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

The proposed special review will provide an additional service to those within the surrounding neighborhoods.

- Prosperity: A diversity of available jobs can ensure a strong Billings' economy. Successful businesses that provide local jobs benefit the community.

This special review will promote a business to be located in a commercial area of Billings, creating new jobs. This will help support and sustain the tax base for Billings.

The application also meets the third criteria in that it is compatible with surrounding land uses in the area. This site is in an existing commercial multiple tenant building in a commercial area of Billings. The area provides access to services such as restaurants, and retail shopping.

There are minimal impacts from the proposed use that need to be mitigated. The conditions recommended with the special review should mitigate impacts on the site and the surrounding properties.

FINANCIAL IMPACT

Approval of this application will have no direct financial impact on the Planning Division budget.

BACKGROUND

This is a special review to locate an existing all beverage liquor license with gaming, on Block 2, Lot 11, Chamberlin Sub., a 1.37 acre parcel of land located in a Highway Commercial (HC) zone. The applicant is requesting the special review approval because they have possible tenants that have expressed interest in the space if the all beverage license with gaming is allowed.

The City requires a special review any time an existing or new on-premise liquor license is located within the city limits. The City does not control the number of on-premise liquor licenses that may be issued by the state. The City can specify appropriate zoning districts, separation requirements and provide for conditions of approval to mitigate any potential negative effects of the location on an on-premise liquor license.

STAKEHOLDERS

The Zoning Commission conducted a public hearing on September 3, 2019, and received the staff recommendation and testimony from Jerry Ray, the applicant. There was no other testimony from the public or surrounding property owners.

The Zoning Commission closed the hearing and a motion was made by Commission Member Mike Larson to forward to the City Council a recommendation of conditional approval and adoption of the findings of the 3 criteria for Special Review 978. The motion was seconded by Mike Boyett, and the Commission voted 4 in favor and none opposed to the motion.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

The Consistency with Adopted Plans and Policies is discussed in the Alternatives Analyzed section above.

RECOMMENDATION

The Planning Division is recommending conditional approval for an all beverage license with gaming with the following conditions;

1. This special review approval is to allow location of an existing all beverage liquor license with gaming, on Block 2, Lot 11, Chamberlin Sub., a 1.37 acre parcel of land located in a Highway Commercial (HC) zone, at 2018 Main Street, unit number one. No other use or development is intended or implied by this approval.
2. There will be no Electronic Message Display (EMD) signs allowed. LED elimination of the fascia of the structure will not be allowed.
3. The proposed development shall comply with all other limitations of Section 27-613 of the Zoning Regulations concerning special review uses, and all other City of Billings regulations and ordinances that apply.
4. These conditions of special review approval shall run with the land described in this authorization and shall apply to all current and subsequent owners, operators, managers, lease holders, heirs and assigns.

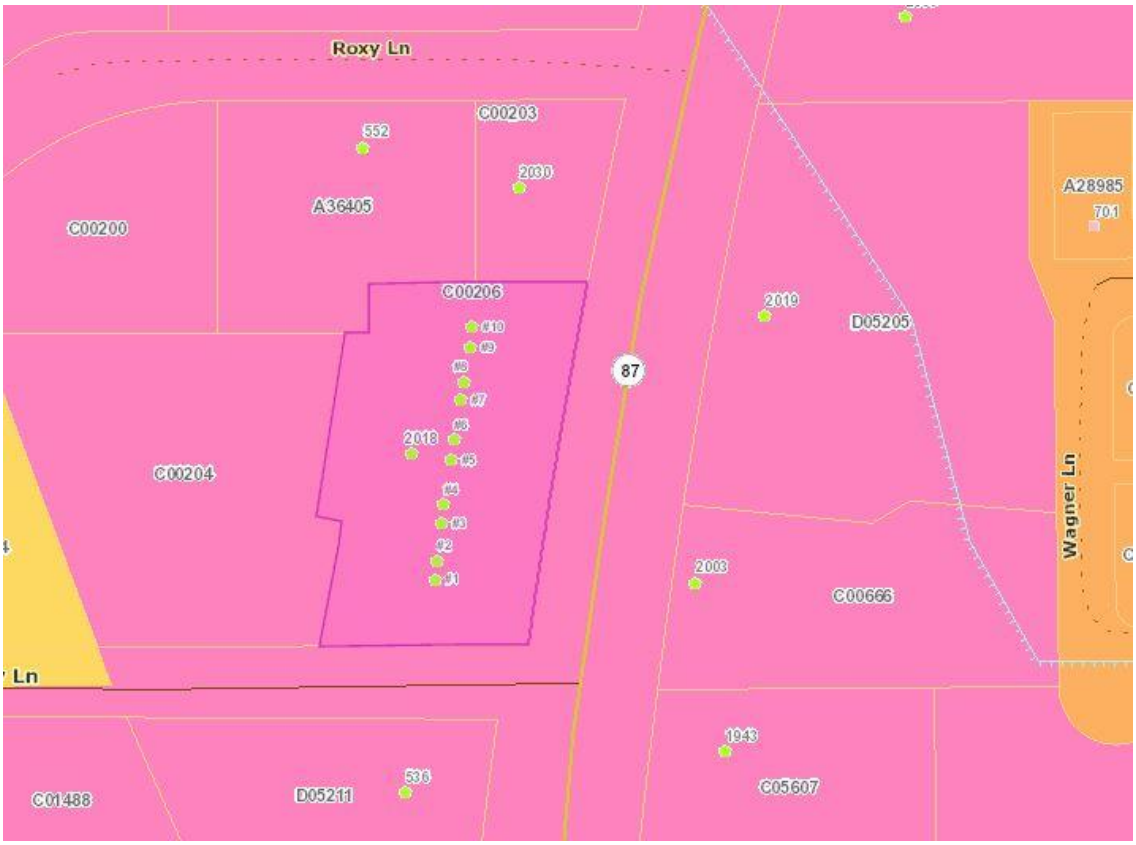
NOTE Approval of this Special Review does not constitute approval of a building permit, sign permit or fence permit. Compliance with all applicable local codes will be reviewed at the building permit or zoning compliance permit level. This application is for a Special Review as noted above and no other request is being considered with this application. The use and development of the property must be in accordance with the submitted site plan.

APPROVED BY CITY ADMINISTRATOR

Attachments

Zoning Map & Site Photos
Application, Applicant Letter & Site Plan

Attachments
Zoning Map & Site Photos







West



Northwest



Looking West Toward the tenant space



South



East



North

Application

APPLICATION FORM

CITY SPECIAL REVIEW **Billings Special Review#** 978 **- Project #** PZ-19-00111

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

Present Zoning: HC

Special Review Requested: Off Beverage Gambling

TAX ID# C00206 **CITY ELECTION WARD #** 2

Legal Description of Property: Chamberlin Sub Blk 2 Lot 11 ~~T3N R26E S3~~ 12A-1 13A-14A

Address or General Location (If unknown, contact City Engineering): 2018 Main St

Size of Parcel (Area & Dimensions): 59545 SF

Present Land-Use: STRIP MALL Unit 1

Covenants or Deed Restrictions on Property: Yes_____ No X

If yes, please attach to application

*** Additional information may be required as determined by the Zoning Coordinator in order to fully evaluate the application.

Owner(s): JSM LLC

(Recorded Owner) 2646 Grand Ave 1N

(Address) 406 698 4932 RAYREALTOR2646@outlook.com

(Phone Number) (email)

Agent(s): Same

(Name)

(Address)

(Phone Number) (Email)

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for a Special Review. Also, I attest that all the information presented herein is factual and correct.

Signature: _____ Date: 7-16-19

(Recorded Owner)

RECEIVED
JUL 16 2019
PLANNING & COMMUNITY SERVICES DEPARTMENT

Atwood Architecture

July 15, 2019

Re: Special Review Application - 2018 Main Street

Attached please find an application and documentation to support the Owner's request for a Special Review to allow an All Beverage/Gaming operation at Unit #1 - 2018 Main Street.

We've included narrative and descriptive information showing that the request is only for Unit #1 of the 10 unit existing (currently vacant) facility.

It can be noted that the zoning of the property does allow the use but that the Special Review is an automatic requirement due to the All Beverage/Gaming aspect of the project.

Sincerely,
Atwood Architecture

Scott Atwood, Registered Architect
Attachments
copy: Jerry Ray

1301 Division Street Billings, MT 59101 406-855-4262

Special Review Narrative
2018 Main Street - All Beverage/Gaming

July 12, 2019

Project Description:

An existing 1,422 s.f. ground floor unit (total s.f. - 1,920 includes upper level) of a 10 unit complex.

Project Address:

2018 Main Street - Unit #1

Lot 11, Block 2 Chamberlain Subdivision

Zoning - Highway Commercial

Question 1A:

The Owner has investigated the area, learned about the surrounding commercial and residential development and determined that the area is a suitable location for a modest, cozy gaming facility.

Question 1B:

Currently the existing 10 unit complex has a number of vacancies. A potential tenant/investor has expressed interest in developing a modest facility employing several persons.

Question 1C:

Approval of the Special Request will allow the vacant space to be occupied, to employ several employees and to serve the needs of those who might like a quiet, cozy facility to relax and spend some time with friends.

Question 1D:

The Special Review is an "automatic" requirement prior to the granting of an All Beverage license.

Questions 2 A and B

See attached exhibits showing the existing floorplan and site layout.

Questions 3 A-l

See attached exhibits with the requested information.

Question 4

See attached Google Earth image and a few photos of the existing facility.

Question 5

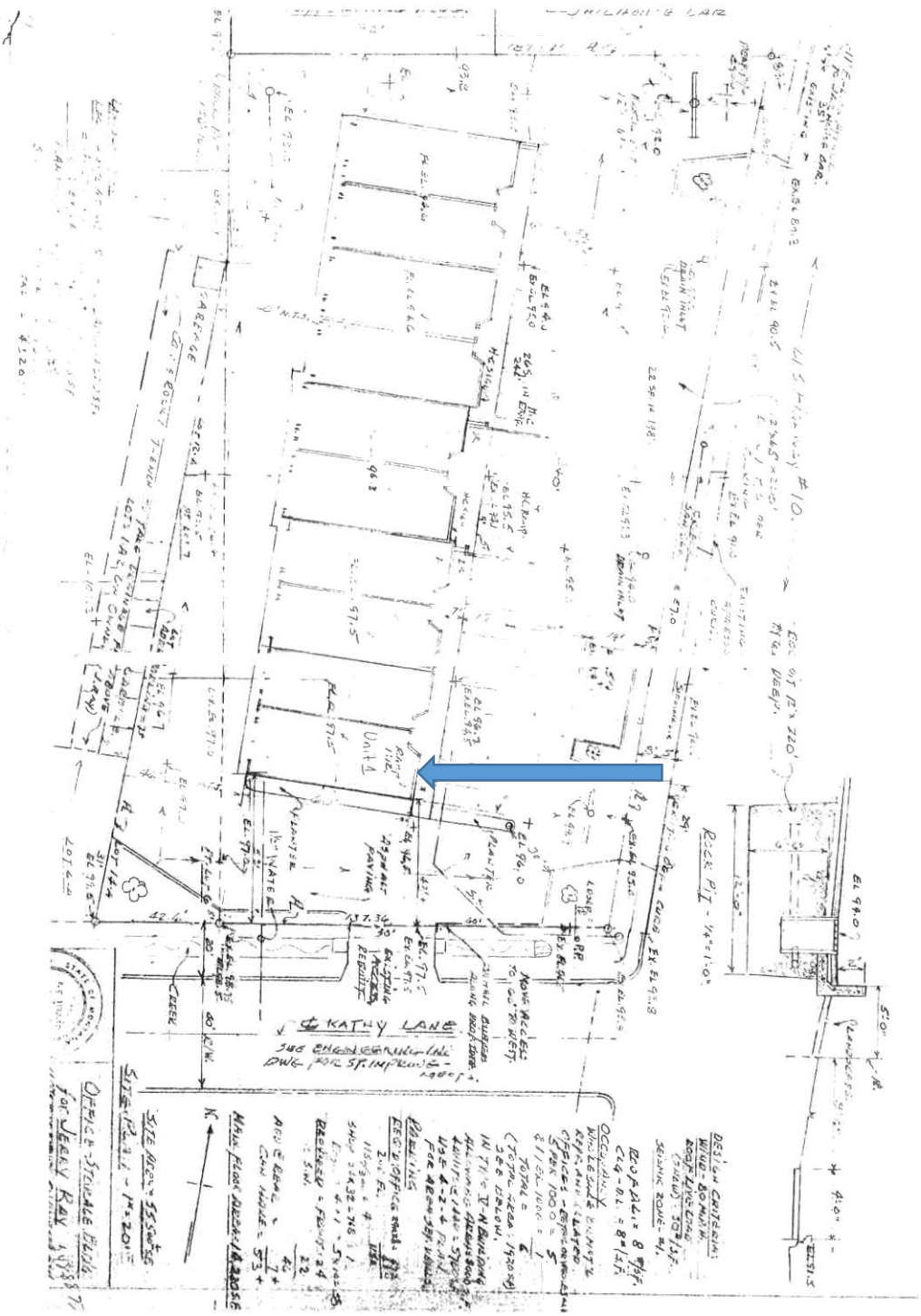
A 300' radius map is currently being requested of the Planning and Community Services Department and will be turned over as part of this application.

Question 6

The certified list of names will be turned over to the Planning Department as soon as practical once they issue the 300' radius map

Question 7

See attached filing fee of $1,337.00.


KATHY LANE
ROCK PIT - 14'-1'-0"
EL 98.0
EL 97.5
EL 96.0
EL 95.0
EL 93.5
CREEK
GARBAGE
Unit 1
Unit 2
Unit 3
Unit 4
N.

Site Plan

Regular City Council Meeting

Meeting Date: 09/23/2019
TITLE: Public Hearing Respread SID 1403
PRESENTED BY: Andy Zoeller
Department: City Hall Administration
Presentation: Yes

PROBLEM/ISSUE STATEMENT

The assessments for SID 1403 have been completed by the Finance Division and are ready to spread on the tax rolls. SID 1403 was originally spread based on estimated or bond cost and is now being re-spread based on the completed construction cost. This project constructs public improvements on Gleneagles Boulevard between Cherry Hills Road and Lake Hills Drive and a short extension of Lake Hills Drive. These improvements generally consist of water, sanitary sewer, storm drain, curb and gutter, and street improvements to Gleneagles Boulevard and Lake Hills Drive.

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 actual cost of construction was approximately $12,000 less than the original estimates that were spread to the district. The reduction is being proportionately re-spread to the district, resulting in an average reduction in assessment of $ 6,000 per property. The amount assessed per property for the remaining 14 years is stated in the resolution.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and pass the proposed resolution that spreads final assessments for SID 1403.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution Respread 1403

RESOLUTION 19 _____

A RESOLUTION RELEVYING AND REASSESSING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 1403, IN THE CITY OF BILLINGS, MONTANA.

WHEREAS, the City created a special improvement district or project known as 1403 and;

WHEREAS, it is necessary to relevy and reassess 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. The original assessment was calculated on the bond sale cost. After construction was completed, the City adjusted the assessment by using the project cost; and

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

1: RELEVY AND REASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 1403 of the City of Billings, Montana, there is hereby relevied and reassessed 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
A22199 PARKER, ROBERT J LAKE HILLS SUBD 16TH FILING, S16, T01 N, R26 E, BLOCK 16, Lot 6	$44,396.55	5.490	14
A22228 SCHNEITER ENTERPRISES LAKE HILLS SUBD 16TH FILING, S16, T01 N, R26 E, BLOCK 17, Lot 10	$34,615.32	5.490	14

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 23, 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.

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

ADOPTED AND APPROVED this 23rd day of September, 2019.

CITY OF BILLINGS:

BY:_____
William A. Cole, Mayor

ATTEST:

BY:_____
Denise R. Bohlman, City Clerk

Regular **4. B.**

Regular City Council Meeting

Meeting Date: 09/23/2019

TITLE: Public Hearing Respread SID 1404

PRESENTED BY: Andy Zoeller

Department: City Hall Administration

Presentation: Yes

PROBLEM/ISSUE STATEMENT

The assessments for SID 1404 have been completed by the Finance Division and are ready to spread on the tax rolls. SID 1404 was originally spread based on estimated or bond cost and is now being re-spread based on the completed construction cost. This project constructs street lights in the Annafeld Subdivision 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. The property owners will not be assessed, and the General Fund will be responsible for paying for the improvements.

FINANCIAL IMPACT

The actual cost of construction was approximately $38,000 less than the original estimates that were spread to the district. The reduction is being proportionately re-spread to the district, resulting in an average reduction in assessment of $355 per property. The amount assessed per property for the remaining 14 years is stated in the resolution.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and pass the proposed resolution that spreads final assessments for SID 1404.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution Respread 1404

RESOLUTION 19 _____

A RESOLUTION RELEVYING AND REASSESSING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 1404, IN THE CITY OF BILLINGS, MONTANA.

WHEREAS, the City created a special improvement district or project known as 1404 and;

WHEREAS, it is necessary to relevy and reassess 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. The original assessment was calculated on the bond sale cost. After construction was completed, the City adjusted the assessment by using the project cost; and

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

1: RELEVY AND REASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 1404 of the City of Billings, Montana, there is hereby relevied and reassessed 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	$9,913.93	5.490	14
A36417 MCCALL DEVELOPMENT INC ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 1, Lot 2	$9,925.24	5.490	14
A36418 MCCALL DEVELOPMENT INC ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 1, Lot 3	$9,941.12	5.490	14

A36419 $47,971.38 5.490 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 1, Lot 4A, AMD (19)

A36420A $630.26 5.490 14
MCCALL DEVELOPMENT INC
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 1, 3.125% COM ELEM INT

A36420B $630.26 5.490 14
MCCALL DEVELOPMENT INC
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 2, 3.125% COM ELEM INT

A36420C $630.26 5.490 14
MCCALL DEVELOPMENT INC
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 3, 3.125% COM ELEM INT

A36420D $630.26 5.490 14
MCCALL DEVELOPMENT INC
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 4, 3.125% COM ELEM INT

A36420E $630.26 5.490 14
MCCALL DEVELOPMENT INC
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 5, 3.125% COM ELEM INT

A36421A $630.26 5.490 14
MCCALL DEVELOPMENT INC
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 6, 3.125% COM ELEM INT

A36421B $630.26 5.490 14
MCCALL DEVELOPMENT INC
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 7, 3.125% COM ELEM INT

A36421C $630.26 5.490 14
MCCALL DEVELOPMENT INC
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 8, 3.125% COM ELEM INT

A36421D $630.26 5.490 14
MCCALL DEVELOPMENT INC
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 9, 3.125% COM ELEM INT

A36421E $630.26 5.490 14
MCCALL DEVELOPMENT INC
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 10, 3.125% COM ELEM IN

A36421F $630.26 5.490 14

BANDERMAN, SUZANNE A
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 11, 3.125% COM ELEM IN

A36421G $630.26 5.490 14
MCCALL DEVELOPMENT INC
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 12, 3.125% COM ELEM IN

A36421H $630.26 5.490 14
MCCALL DEVELOPMENT INC
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 13, 3.125% COM ELEM IN

A36421I $630.26 5.490 14
MCCALL DEVELOPMENT INC
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 14, 3.125% COM ELEM IN

A36421J $630.26 5.490 14
LICHTEROWICZ, MICHAEL &
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 15, 3.125% COM ELEM IN

A36421K $630.26 5.490 14
WHARTON, EDWARD C & LENA D
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 16, 3.125% COM ELEM IN

A36421L $630.26 5.490 14
WHARTON, EDWARD C & LENA D
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 17, 3.125% COM ELEM IN

A36421N $630.26 5.490 14
WHARTON, EDWARD C & LENA D
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 18, 3.125% COM ELEM IN

A36421O $630.26 5.490 14
KRAFT, HAYLEY A & RICKEY A JR
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 19, 3.125% COM ELEM IN

A36421P $630.26 5.490 14
MCCALL DEVELOPMENT INC
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 20, 3.125% COM ELEM IN

A36421Q $630.26 5.490 14
STEEN, NICHOLAS J
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 21, 3.125% COM ELEM IN

A36421R $630.26 5.490 14

ALLERY, VIRGINIA P
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 22, 3.125% COM ELEM IN

A36422A $630.26 5.490 14
HANSON, DOUGLAS R & CAPREE K
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 23, 3.125% COM ELEM IN

A36422B $630.26 5.490 14
HANSON, DOUGLAS R & CAPREE K
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 24, 3.125% COM ELEM IN

A36422C $630.26 5.490 14
HANSON, DOUGLAS R & CAPREE K
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 25, 3.125% COM ELEM IN

A36422D $630.26 5.490 14
HANSON, DOUGLAS R & CAPREE K
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 26, 3.125% COM ELEM IN

A36423 $1,330.61 5.490 14
ROLLER, WAYNE & SHARON K
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 1, Lot 8

A36424 $1,246.57 5.490 14
HANSON, DOUGLAS R & CAPREE K
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 1, Lot 9

A36425 $1,175.59 5.490 14
HANSON, DOUGLAS R & CAPREE K
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 1, Lot 10

A36426 $1,267.76 5.490 14
KARSH, NATALIE A
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 1, Lot 11

A36427 $1,140.98 5.490 14
HANSON, DOUGLAS R & CAPREE K
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 1, Lot 12

A36428 $1,360.63 5.490 14
ELTING, RYAN K & KATHLEEN S
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 1, Lot 13

A36429 $1,554.15 5.490 14
ELTING, RYAN K & KATHLEEN S
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 1, Lot 13

A36430 $2,133.65 5.490 14
SOLOMON FAMILY TRUST, THE
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 1, Lot 15

A36431 $2,073.97 5.490 14
PETTY, MCKENZIE J
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 1, Lot 16

A36432 $1,794.28 5.490 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 1, Lot 17

A36433 $1,934.83 5.490 14
BAILEY, MICHAEL J & JULIE R
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 1, Lot 18

A36434 $1,716.60 5.490 14
WELLS, TINA M
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 1, Lot 19

A36435 $1,603.59 5.490 14
JACKSON, FAYE T
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 1, Lot 20

A36436 $2,874.53 5.490 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 1, Lot 21

A36437 $1,693.29 5.490 14
FLOCK, JODY L &
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 1, Lot 22

A36438 $2,319.04 5.490 14
MOORHEAD, ANDREW J & JESSICA M
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 1, Lot 23

A36441 $2,403.44 5.490 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 2, Lot 1

A36442 $1,945.07 5.490 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 2, Lot 2

A36443 $1,945.07 5.490 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 2, Lot 3

A36444 $1,945.07 5.490 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 2, Lot 4

A36445 $2,372.72 5.490 14
MCCALL PROPERTIES LLC
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 2, Lot 5

A36446 $2,159.07 5.490 14
MCCALL DEVELOPMENT INC

ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 2, Lot 6

A36447 $1,945.07 5.490 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 2, Lot 7

A36448 $1,945.07 5.490 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 2, Lot 8

A36449 $1,945.07 5.490 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 2, Lot 9

A36450 $2,547.87 5.490 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 2, Lot 10

A36452 $2,607.20 5.490 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 2, Lot 12

A36454 $4,884.93 5.490 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 1

A36455A $630.26 5.490 14
FORSCH, JESSICA
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 27, 3.125% COM ELEM IN

A36455B $630.26 5.490 14
HICKLE, ANNA F & GARY
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 28, 3.125% COM ELEM IN

A36455C $630.26 5.490 14
RICE, RANDALL
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 29, 3.125% COM ELEM IN

A36455D $630.26 5.490 14
BIES, JERRED E &
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 30, 3.125% COM ELEM IN

A36455E $630.26 5.490 14
CULP, KAITLYN R
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 31, 3.125% COM ELEM IN

A36455F $630.26 5.490 14
POLLOCK, RYAN E &
WALTER CREEK TOWNHOMES (19), S19, T01 S, R26 E, UNIT 32, 3.125% COM ELEM IN

A36456 $1,426.31 5.490 14
LINDENMUTH, RICHARD R & RACHEL E
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 3

A36457 $1,412.54 5.490 14
LYBECKER, MARY A
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 4

A36458 $1,412.54 5.490 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 5

A36459 $1,412.54 5.490 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 6

A36460 $1,644.91 5.490 14
MCCALL HOMES LLC
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 7

A36461 $1,528.02 5.490 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 8

A36462 $1,356.05 5.490 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 9

A36463 $1,356.05 5.490 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 10

A36464 $1,356.05 5.490 14
SOARES, JOSHUA B &
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 11

A36465 $1,533.67 5.490 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 12

A36466 $1,496.59 5.490 14
BARKLEY, CHRISTINE E
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 13

A36467 $2,323.98 5.490 14
JACOBOWSKI, ROBERT J
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 14

A36468 $1,526.25 5.490 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 15

A36469 $1,191.13 5.490 14
LETENDRE, CORY P & LINDSAY A

ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 16

A36470 $1,191.13 5.490 14
HANSON, DOUGLAS R & CAPREE K
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 17

A36471 $1,191.13 5.490 14
BADGETT, ELLEZABETH B &
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 18

A36472 $1,541.09 5.490 14
HAYNER, KATHY J
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 19

A36473 $2,453.24 5.490 14
SOWERS, KRISTI ANNE
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 20

A36474 $1,689.75 5.490 14
RUBICH, COLIN MICHAEL & KELSIE NICO
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 21

A36475 $2,514.68 5.490 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 22

A36476 $1,949.31 5.490 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 23

A36477 $1,949.31 5.490 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 24

A36478 $1,949.31 5.490 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 25

A36479 $2,376.61 5.490 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 26

A36480 $1,496.94 5.490 14
SPANGLE, SARAH A
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 27

A36481 $1,405.83 5.490 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 28

A36482 $1,429.85 5.490 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 29

A36483 $1,453.86 5.490 14

MCCALL DEVELOPMENT INC
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 30

A36484 $1,477.87 5.490 14
O'BRIEN, JAXSON C & TIFFANY MILLER
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 31

A36485 $1,501.89 5.490 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 32

A36486 $1,525.90 5.490 14
JENSEN, WESTON C
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 33

A36487 $1,672.81 5.490 14
BIES, JAKE P & LAURA F
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 3, Lot 34

A36490 $9,852.85 5.490 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 4, Lot 1A, AMD (19)

A36491 $4,252.11 5.490 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 1ST FIL (18), S19, T01 S, R26 E, BLOCK 4, Lot 2A, AMD (19)

A36492A $841.96 5.490 14
HANSON, DOUGLAS R & CAPREE K
URBAN LIFESTYLE TOWNHOMES (19), S19, T01 S, R26 E, UNIT 1, 11.11% COM AREA

A36492B $841.95 5.490 14
HANSON, DOUGLAS R & CAPREE K
URBAN LIFESTYLE TOWNHOMES (19), S19, T01 S, R26 E, UNIT 2, 11.11% COM AREA

A36492C $841.95 5.490 14
HANSON, DOUGLAS R & CAPREE K
URBAN LIFESTYLE TOWNHOMES (19), S19, T01 S, R26 E, UNIT 3, 11.11% COM AREA

A36492D $841.96 5.490 14
HANSON, DOUGLAS R & CAPREE K
URBAN LIFESTYLE TOWNHOMES (19), S19, T01 S, R26 E, UNIT 4, 11.11% COM AREA

A36492E $841.95 5.490 14
HANSON, DOUGLAS R & CAPREE K
URBAN LIFESTYLE TOWNHOMES (19), S19, T01 S, R26 E, UNIT 5, 11.11% COM AREA

A36492F $841.95 5.490 14
HANSON, DOUGLAS R & CAPREE K
URBAN LIFESTYLE TOWNHOMES (19), S19, T01 S, R26 E, UNIT 6, 11.11% COM AREA

A36492G $841.95 5.490 14
HANSON, DOUGLAS R & CAPREE K
URBAN LIFESTYLE TOWNHOMES (19), S19, T01 S, R26 E, UNIT 7, 11.11% COM AREA

A36492H	$841.95	5.490	14
HANSON, DOUGLAS R & CAPREE K			
URBAN LIFESTYLE TOWNHOMES (19), S19, T01 S, R26 E, UNIT 8, 11.11% COM AREA			
A36492I	$841.95	5.490	14
HANSON, DOUGLAS R & CAPREE K			
URBAN LIFESTYLE TOWNHOMES (19), S19, T01 S, R26 E, UNIT 9, 11.11% COM AREA			

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 23, 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.

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

ADOPTED AND APPROVED this 23rd day of September, 2019.

CITY OF BILLINGS:

BY:_____
William A. Cole, Mayor

ATTEST:

BY:_____
Denise R. Bohlman, City Clerk

Regular **4. C.**

Regular City Council Meeting

Meeting Date: 09/23/2019

TITLE: Public Hearing Respread SID 2914

PRESENTED BY: Andy Zoeller

Department: City Hall Administration

Presentation: Yes

PROBLEM/ISSUE STATEMENT

The assessments for SID 2914 (work order 08-10) have been completed by the Finance Division and are ready to spread on the tax rolls. SID 2914 was originally spread based on estimated or bond cost and is now being re-spread based on the completed construction cost. This project is for installing conventional curb and gutter or ribbon curb and will reconstruct the Poet Streets. The streets included in the project are Highland Park Drive, Longfellow Place, Irving Place, Whittier Place, Emerson Place, Raymond Place and Woodland Drive and are generally located north of Poly Drive and west of Virginia Lane.

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 actual cost of construction varied by the scope of work requested by the property owners within the district. The amount assessed per property for the remaining 11 years is stated in the resolution.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and pass the proposed resolution that spreads final assessments for SID 2914.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution Respread 2914

RESOLUTION 19 _____

A RESOLUTION RELEVYING AND REASSESSING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 2914, IN THE CITY OF BILLINGS, MONTANA.

WHEREAS, the City created a special improvement district or project known as 2914 and;

WHEREAS, it is necessary to relevy and reassess 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. The original assessment was calculated on the bond sale cost. After construction was completed, the City adjusted the assessment by using the project cost; and

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

1: RELEVY AND REASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 2914 of the City of Billings, Montana, there is hereby relevied and reassessed 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
A08956 OAKLAND, GARY HIGHLAND PARK SUBD, S31, T01 N, R26 E, BLOCK 1, Lot 1, & 10' X 131.19' VAC	$5,824.18	4.500	11
A08959 BOYER, ALFRED W JR. & NANCY M HIGHLAND PARK SUBD, S31, T01 N, R26 E, BLOCK 1, Lot 4, E130 FT LT 4	$3,537.37	4.500	11
A08960 PARKER, MARK D	$2,596.75	4.500	11

HIGHLAND PARK SUBD, S31, T01 N, R26 E, BLOCK 1, Lot 4, W90' LT 4 (& 10 X 12

A08961 $6,664.81 4.500 11
HEALOW TERRENCE M
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 1, Lot 5, & 10' X 1

A08962 $2,653.09 4.500 11
WEBBER-DERESZYNSKI, REBECCA L
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 1, Lot 6, & N 3.77'

A08964 $5,709.77 4.500 11
BALLARD, BRYCE & CARRIE
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 1, Lot 8A, LTS 8 &

A08965 $4,250.99 4.500 11
BENNETT, JAMES R
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 1, Lot 10A, & LT 8-

A08966 $3,304.97 4.500 11
BURT, RICHARD J
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 1, Lot 11, & 10'X69

A08967 $2,587.89 4.500 11
WIGGS FAMILY TRUST
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 2, Lot 1

A08968 $2,486.19 4.500 11
NELSON, RICHARD J & LINDA L
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 2, Lot 2

A08969 $3,047.29 4.500 11
EVERSON, ROBERT A
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 2, Lot 3

A08971 $2,804.04 4.500 11
HAWS, DREW & HEATHER
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 2, Lot 5

A08972 $4,481.66 4.500 11
HEIKES FAMILY TRUST
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 2, Lot 6

A08973 $3,832.34 4.500 11
MOSS, LYNDA B
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 2, Lot 7

A08973A $1,932.35 4.500 11
WALKER, W SCOTT
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 2, Lot 8

A08974 $2,348.45 4.500 11
TAYLOR, ROCKY DAVID & CHRISTINA
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 2, Lot 9

A08975 $2,778.68 4.500 11
THOMAS, JOSEPH P
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 2, Lot 10

A08976 $2,149.32 4.500 11
SMITH, GARY P &
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 2, Lot 11

A08978 $3,318.15 4.500 11
BROWN, GREGORY L & TERESA M
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 3, Lot 1

A08980 $1,823.87 4.500 11
LEBSOCK, RONALD A & BARTIE A
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 3, Lot 3

A08981 $3,008.84 4.500 11
WEBER, DARRYL L &
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 3, Lot 4

A08982 $3,664.28 4.500 11
JOSEPH S SAMPLE LIVING TRUST
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 3, Lot 5 - 6

A08983 $8,170.01 4.500 11
CEDERBERG, DRU ALLISON
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 3, Lot 7 - 8

A08984 $1,418.83 4.500 11
CEDERBERG, DRU ALLISON
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 3, Lot 9

A08987 $2,860.08 4.500 11
NEGU, JOHN V
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 3, Lot 12 - 13

A08990 $2,819.77 4.500 11
WESTWOOD, ARTHUR G & MARY KAY
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 4, Lot 4,
L:5&N1/2L

A08991 $519.18 4.500 11
PETERSEN, LAURENCE W & PATRICIA A
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 4, Lot 6

A08992 $2,321.19 4.500 11
WIDDICOMBE, SHANNON M
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 4, Lot 7

A08993 $4,578.61 4.500 11
STOCKDALE, ROBERT E & JANA J

HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 4, Lot 8, &9A & 10A

A08994 $1,487.14 4.500 11
CHESSEN, BRUCE L & KAREN
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 4, Lot 11

A08995 $2,209.51 4.500 11
LOWE, BARBARA L
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 4, Lot 12

A08996 $3,045.69 4.500 11
SAMPLE, BARBARA M
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 4, Lot 13 - 14

A08999 $5,074.54 4.500 11
MONTAGUE, CHRISTOPHER J
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 5, Lot 5 - 7

A09000 $4,341.77 4.500 11
MATT L BROSOVICH REVOCABLE TRUST
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 5, Lot 8

A09001 $2,332.61 4.500 11
FREDLUND, JOHN & BESS (SNYDER)
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 5, Lot 9

A09002 $2,676.23 4.500 11
HANSON HOMES LLC
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 5, Lot 10, & N 35'

A09003 $2,259.11 4.500 11
OSBORNE, DOUGLAS M & JAN A
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 5, Lot 11, S 40' AL

A09004 $1,622.43 4.500 11
LA MONT, EVELYN M
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 5, Lot 12, S 5'LT 1

A09005 $1,899.59 4.500 11
MOSES, CHARLES F & BETTY L
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 5, Lot 14

A09006 $2,364.85 4.500 11
HEDRICK, ANDREW F &
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 6, Lot 1

A09007 $1,418.67 4.500 11
GABEL, JEAN M
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 6, Lot 2

A09008 $1,493.08 4.500 11
WATSON, LAURA &

HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 6, Lot 3

A09009 $1,418.93 4.500 11
REITZ, PAUL A & SUSAN J BALTER
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 6, Lot 4

A09013 $211.58 4.500 11
AL-AISSA, AHMED A & PAULA J
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 7, E100.5 FT BLK 7

A09014 $525.48 4.500 11
STAHLEY, NATHANIEL G
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 7, W118 FT BLK 7

D05667 $6,899.16 4.500 11
CARLSON, HELEN W &
MOUNTVIEW SUBD, S31, T01 N, R26 E, Lot 2, S135 FT LT 3 W25 FT S135 FT LT 2

D05669 $2,114.42 4.500 11
TONN, MICHAEL J
MOUNTVIEW SUBD, S31, T01 N, R26 E, Lot 4, S175 FT X 81.75 FT LTS 4&5

D05670 $3,092.15 4.500 11
BREITENSTEIN, DENNIS R &
MOUNTVIEW SUBD, S31, T01 N, R26 E, Lot 5, S175 FT X 81.75 FT LT 5-6

D05671 $1,129.81 4.500 11
ROESCH, KENNETH P &
MOUNTVIEW SUBD, S31, T01 N, R26 E, Lot 6, S175 FT X 54.25 FT LT 6

D05672 $2,977.56 4.500 11
DIPASQUALE, BRETT L & KORINNE M
MOUNTVIEW SUBD, S31, T01 N, R26 E, Lot 6, E54.25 FT S175 FT LT 7 & W.75 FT

D05673 $2,778.84 4.500 11
NYBO, SUSAN L
MOUNTVIEW SUBD, S31, T01 N, R26 E, Lot 7, W45.75 FT S175 FT LT 7 & E8.95 FT

D05674 $2,781.27 4.500 11
GREEN, THELMA L
MOUNTVIEW SUBD, S31, T01 N, R26 E, Lot 8, S175 FT CENTER 65 FT LT 8

D05675 $3,026.74 4.500 11
PELATT, THOMAS D &
MOUNTVIEW SUBD, S31, T01 N, R26 E, Lot 8, W29.5 FT S175 FT LT 8 & E70.5 FT

D05676 $2,716.63 4.500 11
CAMPBELL, WENDELIN L
MOUNTVIEW SUBD, S31, T01 N, R26 E, Lot 9, W26.3 FT S175 FT LT 9 & S175 FT L

D05677 $2,503.51 4.500 11
DEGROAT, DOROTHY A

MOUNTVIEW SUBD, S31, T01 N, R26 E, Lot 11, S175 FT X 114.4 FT LT 11-12

D05681 $2,460.46 4.500 11
KENNEY, PATRICIA L
MOUNTVIEW SUBD, S31, T01 N, R26 E, Lot 14, CENTER 55.16 FT S175 FT LT 14

D05682 $2,662.21 4.500 11
BERENDTS, EMILY K
MOUNTVIEW SUBD, S31, T01 N, R26 E, Lot 14, W38.7 FT S175 FT LT 14 E15 FT 11

D05685 $1,837.96 4.500 11
MILLER, JOHN W &
MOUNTVIEW SUBD, S31, T01 N, R26 E, Lot 15, S175 FT X 83.5 FT LT 15

D05693 $1,150.30 4.500 11
HALL, ANN P
MOUNTVIEW SUBD, S31, T01 N, R26 E, Lot 18, W30 FT S179 FT LT 18 E25 FT S179

D05694 $1,567.85 4.500 11
MCMULLEN, ROBERT D & KIRSTIN L
MOUNTVIEW SUBD, S31, T01 N, R26 E, Lot 19, S119' OF W75' OF S179' L:19

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 23, 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.

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

ADOPTED AND APPROVED this 23rd day of September, 2019.

CITY OF BILLINGS:

BY:_____
William A. Cole, Mayor

ATTEST:

BY:_____
Denise R. Bohlman, City Clerk

Regular **4. D.**

Regular City Council Meeting

Meeting Date: 09/23/2019

TITLE: Public Hearing and Resolution for Abatement Assessments

PRESENTED BY: Andy Zoeller

Department: City Hall Administration

Presentation: Yes

PROBLEM/ISSUE STATEMENT

A nuisance abatement assessment resolution has been completed by the Finance Department and the assessment is ready to be spread on the tax rolls. The Building at 101 N 24th St had boards and graffiti on several windows, the building has been abandoned for several years. The BMCC allows boards to remain on windows for only 180 days maximum. I contacted the owner in February 2017. Over several months there was no response from the owners to correct the violation. A citation was issued in February 2018 to the registered agent Matt Brosovich the owner is BCMJ LLC. The court issued an abatement order for the violation to allow the City to do the work after three hearings and extensions for the completion of the work for over ten months. The work commenced in June 2019 and was completed July 2019. The work included securing all doors and windows on the west and south side of the building with a clear plexiglass style material, removal of the boarding and covering of graffiti on these areas. The property owner, Mr. Brosovich was sent an invoice in the amount of $9,200.00 for the window work in August, 2019. The bill remains unpaid.

On October 11, 2018, the house on property located at 331 Howard Ave was called in as a complaint for open storage and obstructing the alley. Several notices and pictures where sent to the home owner asking for cleanup. No clean up was made, and the property was becoming more consumed. Code Enforcement contacted the Billings Fire Department, asking for a Marshall to look at the property and advise if it was a fire hazard. Fire Marshall Spini did an inspection and confirmed with all the obstructions of the alley, blvd and yards, this is a fire hazard. Dawn Wilson & David Kahnke were given notices to appear. On March 4, 2019 Municipal Court Judge Sheila Kolar, found in favor of Code Enforcement and gave the defendants 30 days to get the property into compliance with City Codes. On April 2, 2019, the defendants failed to appear at the final Court date, Judge Kolar ordered the abatement. On June 4, 2019 & June 5, 2019 the abatement was completed hauling out almost 28 thousand lbs of junk and debris from the yards, blvd and alley attached to this address. The work was complete on time and in a satisfactory manner on June 5, 2019. The property owner, Ms. Dawn Wilson, was sent an invoice for the work in June, 2019. The $4,156.80 bill remains unpaid.

ALTERNATIVES ANALYZED

The Council must hold a public hearing and then may:

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

FINANCIAL IMPACT

The assessments total $13,356.80 and will reimburse the General Fund.

RECOMMENDATION

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

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution Abatement

RESOLUTION NO. 19 _____

A RESOLUTION LEVYING A SPECIAL TAX UPON PROPERTY WITHIN THE CITY OF BILLINGS, MONTANA, TO DEFRAY THE COST OF ABATEMENT.

WHEREAS, Billings, Montana City Code, Section 18-301, et seq. sets forth the procedures to be followed (a) to designate property within the City of Billings as a nuisance, and (b) to abate such a nuisance when it constitutes an emergency.

WHEREAS, Section 18-308 provides that the property owner will be sent an abatement expense report for the subject property and will be given notice that any assessment that is not paid shall become a lien upon the property and is enforceable in the same manner as the nonpayment of property taxes. The owner of the property described on Exhibit A has been sent an assessment notice for abatement expenses incurred pursuant to Section 18-301, et seq., but the property owner has not reimbursed the City for its expenses set forth in the report or any part thereof. Further, City policy dictates that the City Clerk shall prepare and present a Resolution containing a list of the properties to be assessed, the recorded owners, and the amount of the cost for abatement.

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

1. LEVYING OF SPECIAL TAX. That for the purpose of collecting funds to defray the cost of abatement, there is hereby levied and assessed a special tax upon the owners and the lots or parcels described on the list attached hereto.

2. ASSESSMENT AND COLLECTION. Said tax shall be placed upon the assessment rolls and collected in the same manner as other taxes.

3. DISPOSITION OF COLLECTIONS. Pursuant to Section 18-308(7)(g) BMCC, monies collected from taxes shall be paid into a special abatement fund established to account for costs, collections, and transactions necessary to the efficient operation of the Nuisance Abatement program. Assessment funds collected will be returned to the designated abatement account for future use on other involuntary property abatements or for transfer back to the city general fund.

4. NOTICE OF HEARING. On Monday, **September 23, 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 final adoption of this resolution. The City Clerk published notice hereof twice, on September 13th, and September 20th 2019 in the Yellowstone County News.

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

ADOPTED and APPROVED by the City Council on the 23rd day of **September, 2019.**

CITY OF BILLINGS:

BY:_____
William A. Cole, MAYOR

ATTEST:

BY:_____
Denise R. Bohlman, CITY CLERK

Exhibit A

Owner Name	Address	Tax Code	Assessed Amount
BCJM Properties LLC	101 N 24th Street	A00599	$ 9,200.00
BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 88, Lot 21 - 24			
Kanke, David Roy & Wilson, Dawn	331 Howard	A15953	$ 4,156.80
SUBURBAN SUBD, S04, T01 S, R26 E, BLOCK 12, Lot 16 - 17			

Regular **4. E.**

Regular City Council Meeting

Meeting Date: 09/23/2019

TITLE: Public Hearing & Resolution for Weed Assessments

PRESENTED BY: Andy Zoeller

Department: City Hall Administration

Presentation: Yes

PROBLEM/ISSUE STATEMENT

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

Pursuant to the Billings Montana City Code (BMCC), Section 25-304, property owners are notified in writing and given ten (10) days from the date of the notice of noncompliance to exterminate weeds or tall grass from their property. If owners fail to cut the vegetation, the City may cut it and assess the costs to the real property, together with an additional administrative fee of 25% of the cost of removal, plus a $25 penalty. If the charges are not paid within a given time, the costs and penalties constitute a lien on the property and special assessments may be levied. The General Fund initially pays the costs, so the collected assessments reimburse those expenses.

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

ALTERNATIVES ANALYZED

The Council must hold a public hearing and then may:

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

FINANCIAL IMPACT

The assessments total $4,362.50 and the payments will reimburse the General Fund.

RECOMMENDATION

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

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution Weeds

RESOLUTION NO. 19_____

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

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

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

1. LEVYING OF SPECIAL ASSESSMENT. That for the purpose of collecting funds to defray the cost of cutting and removing of weeds, there is hereby levied an assessment upon the owners and the lots or parcels described on the list attached hereto.

2. ASSESSMENT AND COLLECTION. Said assessment shall be placed upon the assessment rolls and collected in the same manner as other assessments.

3. DISPOSITION OF COLLECTIONS. All monies collected from the assessment shall be paid to the General Fund of the City of Billings.

4. NOTICE OF HEARING. On **Monday, September 23rd, 2019,** at 5:30 p.m., or as soon thereafter as the matter was considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council will hear objections to the final adoption of this resolution. The City Clerk 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 on the 23rd day of September, 2019.

CITY OF BILLINGS:

BY:_____
William A. Cole, MAYOR

ATTEST:

BY:_____
Denise R. Bohlman, CITY CLERK

Exhibit A

NAME	VIOLATION ADDRESSS	TAX CODE	AMOUNT
COOPER, GARY	829 ARLINGTON DRIVE	A14266	241.25
FREEDOM MORTGAGE CORPORATION	1068 WILOMA DR	A20487	290.00
HORNE, TIM	1619 BROADWATER AVE	A03765	275.00
KODIAK PROPERTIES HOLDINGS LLC	ORCHARD LANE	D01611	357.50
KOHLMAN, LENNIE	2155 MONAD RD	A04825	242.50
LAIS DEVELOPMENT INC	624 N 16TH ST.	A02025	200.00
LAIS DEVELOPMENT INC	620 N 16TH ST.	A02023	177.50
MCCONNELL, COLE	2915 CUSTER AVE	C01937	177.50
MONTANA OPTICOM LLC	5841 CANYONWOODS DRIVE	A31663	177.50
NATIONAL MORTGAGE LLC	1509 WICKS LN	C00583	290.00
PACE, CHRISTOPHER	134 NORRIS CT	A19900	200.00
POLEN, ROLAND N. & IRENE E.	4117 ROOSEVELT	A06946	177.50
RIVERA, LUIS	3934 2ND AVE S	A08892	177.50
ROTON, FRANKLIN	1915 8TH AVE N	D05854	290.00
STEVENSON, FRED	1114 20TH ST W	A02685	177.50
TREVATHAN, JAMES	302 S 30 ST	A01373	290.00
VEATCH WENDY	148 JEFFERSON ST	A14701	290.00
WESTBERG, JESSICA	246 RHEA LN	A07025	331.25

Total	4,362.50

Regular City Council Meeting

Meeting Date: 09/23/2019

TITLE: Public Hearing and Resolution Relating to Petitions for Reduction of Arterial Construction Fee

PRESENTED BY: Jennifer Duray

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

The City Council adopted Ordinance 05-5322 and Ordinance 08-5478 which allow commercial property owners and Residential Manufactured Home (RMH) zoned property owners to petition for reduced arterial fee assessments if the parcel is used solely as an owner-occupied, single family residence. The relief in both of these situations caps the parcel square footage at 9,600 square feet and calculates the assessment based on the R-9600 zoning rate instead of commercial or RMH zoning rates. The Public Works Department received 71 signed petitions involving 71 parcels. There were 70 parcels that met the criteria specified in Ordinances 05-5322 and 08-5478 for a reduction of the Arterial Construction Fee assessment. One parcel zoned as Highway Commercial did not meet the criteria as this parcel is a 2-family Residence.

ALTERNATIVES ANALYZED

City Council may:

- Approve the resolution reducing the Arterial Construction Fee assessments for the seventy (70) parcels meeting the criteria of Ordinance 08-5478; or,
- Not approve the resolution if the Council finds that the properties do not meet the criteria.

FINANCIAL IMPACT

By reducing the Arterial Construction Fee assessments on the seventy (70) parcels, the City will collect $5,541.51 less for FY 2020 than if the parcels were assessed according to their zoning instead of their single-family occupancy.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the proposed resolution reducing the Arterial Construction Fee assessments for the seventy (70) parcels meeting the criteria of Ordinance 08-5478.

APPROVED BY CITY ADMINISTRATOR

Attachments

2019 Reduction of Arterial Construction Fee Assessments Resolution

RESOLUTION NO. 19- _____

A RESOLUTION OF THE CITY OF BILLINGS RESPONDING TO SUBMITTED PETITIONS FOR REDUCTION OF ARTERIAL CONSTRUCTION FEE ASSESSMENTS THAT WOULD APPEAR ON THE 2019 PROPERTY TAX STATEMENTS

WHEREAS, the City Council adopted Ordinance 05-5322 on April 11, 2005, in part to provide relief to commercially-zoned properties being used solely as owner-occupied single family residences, and

WHEREAS, Ordinance 05-5322 states, *"The City Council may provide an exemption to commercially zoned properties that are currently owner-occupied as a single-family residence. The property owner must annually request the exemption through the Public Works Department by August 31 of each year."*, and

WHEREAS, the City Council adopted Ordinance 08-5478 on September 8, 2008, in part to provide relief to Residential Manufactured Home (RMH)-zoned properties being used solely as owner-occupied single family residences, and

WHEREAS, the City Council may provide relief to property owners meeting the criteria of Ordinance 05-5322 and Ordinance 08-5478 by capping the parcel square footage at 9,600 square feet and calculating the assessment based on the R-9600 zoning rate instead of commercial or RMH zoning rates, and

WHEREAS, the Public Works Department received 71 completed and signed petitions, and

WHEREAS, the Public Works Department verified that 70 petitions involve properties meeting the criteria of Ordinance 08-5478, and

WHEREAS, reducing the assessments on these 70 parcels would affect the Arterial Construction Fee assessments appearing on the tax statements Yellowstone County will print and mail in October 2019, and

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

1. **REDUCTION OF ASSESSMENTS**: The Arterial Construction Fees assessments on the following 70 parcels shall be adjusted by Public Works Department staff and placed upon the assessment rolls and collected in the same manner as other City of Billings assessments.

TAX CODE	ZONE	LAST NAME	FIRST NAME	PARCEL ADDRESS	Assessment if Petition IS Approved
A00163	EBCW	Erickson	Patricia	315 N 17th St	$37.46
A01238	PZD	Bargar	Margaret C	504 S 26th St	$37.46
A01383	CC	Meza	Vincent J & Ryan E	412 S 28th St	$37.46
A08535	CC	Douglas	David	419 Hansen Ln	$34.78
A09950	HC	Rivera	Esther	451 Josephine Dr	$51.36
A11313A	RP	Fulton	Mike P	602 15th St W	$51.36
A11609	MCPZD	Heidenreich	Charles A	1022 N 30th St	$51.36
A11613	MCPZD	Llewellyn	Leonard Lee	1038 N 30th St	$37.46
A11635	MCPZD	Nilson	Terry	922 N 30th St	$37.46
A13650	RP	Janet B Bergman Revocable Trust		1322 Broadwater Ave	$37.46
A15527	NC	Peter	Jay	620 Grand Ave	$37.46
A15851	CC	Durden	Patricia A	117 Terry Ave	$28.10
A17766	NC	Shelley	Elizabeth A	28 Grand Ave	$37.46
A18077	NC	Livingston	Mary Jo	222 Grand Ave	$37.46
A18097	NC	Thompson	Dana Jo	334 Grand Ave	$37.46
A18098	NC	Schanaman	Floyd & Betty	332 Grand Ave	$37.46
A18787	CI	Harris	Kira	112 S 33rd St	$18.74
A19392	RMH	Scott	Sandee M	816 Radford Sq W	$51.36
A19396	RMH	Steiber	Donna J	844 Radford Sq W	$51.36
A19403	RMH	Osborne	Phyllis	829 Radford Sq W	$51.36
A19411	RMH	Broyles	Diana K	820 Radford Sq E	$51.36
A19414	RMH	Boucher	Dean A & Alice L	851 Radford Sq N	$51.36
A20286	RMH	Willems	John Douglas & Dolores	315 Reda Ln	$51.36
A20288	RMH	Stapp	Sylvia Violet	303 Reda Ln	$51.36
A21253	RMH	Ayers	George E & Beverly A	328 Windsor Cir N	$41.18
A21267	RMH	Miner	David E &	233 Windsor Cir S	$38.98
A21270	RMH	Schessler	Alice	263 Windsor Cir S	$38.98
A21314	RMH	Harris	Ronda	155 Windsor Cir N	$39.32
A21331	RMH	Gunsch	Edgar E & Dolores A Watson	305 Windsor Cir N	$51.36
A21341	RMH	Vogel	James G & Jean S	396 Windsor Cir S	$40.12
A21342	RMH	Fox	Larry K & Marilyn H	386 Windsor Cir S	$39.00
A21366	RMH	Miller	Barbara Greenspan	174 Windsor Cir S	$38.98
A29136	RMH	Rasch	Marian	859 Joyce Cir	$35.50
A29144	RMH	Bohlman	Denise	602 Clause Cir	$35.38
A29158	RMH	Veatch	Wynona K & Casey E	862 Joyce Cir	$35.32
A33489	HC	Pepper	Bryan & Lisa	5425 Denali Dr	$41.86
A33492	HC	Molm	Brandon & Megan	5441 Denali Dr	$41.86

A33520	HC	Reda	David R	5438 Frontier Dr	$42.96
A33521	HC	Kawulok	Kristina Stacey	5430 Frontier Dr	$42.96
A33522	HC	Baker	Robert R & Margie L	5422 Frotier Dr	$42.94
A33529	HC	McMorris	Bruce & Patricia	5320 Frontier Dr	$40.84
A33530	HC	Radovich	Brianne E	5316 Frontier Dr	$40.88
A33533	HC	Thomas	Randy W & Ann E	5309 Denali Dr	$45.26
A33536	HC	Merkel	Warren	5321 Denali Dr	$44.82
A33543A	HC	Hagel	Frank L & Gloria J	1519 Chesapeake Ln	$33.24
A33564	HC	Wanner	Jarrett	5342 Denali Dr	$50.48
A33574	HC	Godwin	David J & Donna M	1533 Wind River Ln	$43.42
A33592	HC	Martian	Jaime	1522 Prairie Meadow Ln	$47.52
A33594	HC	Jones	Gabriel E & Deborah E	5215 Sacagaqwea Dr	$45.50
A33605	HC	Bellile	Thomas S & Alisha A	1513 Prairie Meadow Ln	$51.36
A33609	HC	Hickethier	Mike & Laura A	5202 Sacagawea Dr	$51.36
A33625	HC	Morgan	Sandy L	5402 Sacagawea Dr	$51.36
A33628	HC	Schaff	Ronald P	5424 Sacagawea Dr	$50.24
A33629	HC	Kurt L Frette Revocable Trust		5430 Sacagawea Dr	$45.82
A36133	RMH	Paul	Craig & Linda	2280 Richards Rd	$51.36
C00722	HC	Buechler	Timothy & Teresa J.	711 Key City Dr	$51.36
C00723	HC	Hjort	Violet E	709 Key City Dr	$51.36
C01067	RMH	Alberta	Terry L & Diana	520 N Lakeview Dr	$51.36
C01071	RMH	Smith	Scott D & Valerie G	527 S Lakeview Dr	$51.36
C01231	HC	Bowles	Donna R & Brenda M	649 Mattson Ln	$51.36
C01352	RMH	Moats	Steve & Shelly	541 Sharron Ln	$51.36
C01454A	RMH	Bauer	Dennis A. & Taya A.	437 Roxy Lane	$51.36
C01456	RMH	Dewald	Jonathan L & Bonita L	419 Roxy Ln	$51.36
D01463	CC	Dusek	Dustin	1134 Central Ave	$33.72
D01793	CC	Woods	Clinton & Astrid	258 Garden Ave	$51.36
D01811A	CC	Walter	Kenneth & Barbara	416 Garden Ave	$51.36
D05198	HC	Miller	Randy G & Ruetta	2110 Bench Blvd	$51.36
D05200	HC	Moats	Melville	2112 Main Street	$51.36
D05202	HC	Hatveldt	Art	2104 Bench Blvd	$51.36
D05332A	RP	Habeck	Robert J	331 Hunt Ln	$51.36

2. **DENIAL OF ASSESSMENT REDUCTION:** There will be no reduction to the Arterial Construction Fee assessments for the following parcel:

TAX CODE	*LAST NAME*	*FIRST NAME*	*PARCEL ADDRESS*
A33603	Dorris	April	5308 Denali Dr

3. **NOTICE OF HEARING**: On Monday, **September 23, 2019,** at 5:30 p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council will hear objections to the final adoption of this resolution. The City Clerk is hereby directed to publish notice on September 6, 2019, and September 13, 2019, in the ***Yellowstone County News***.

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

ADOPTED and APPROVED by the City Council this **23rd** 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: 09/23/2019

TITLE: Public Hearing & Resolution for Sidewalk Construction and/or Repair Assessments

PRESENTED BY: Jennifer Duray

Department: Public Works

Presentation: Yes

PROBLEM/ISSUE STATEMENT

Construction and/or repair costs were completed by the Public Works Department for properties identified in the On-going Sidewalk Construction Program and are ready to be assessed by the attached resolution.

Pursuant to ARTICLE 13-1200, BMCC, property owners are invoiced for the total cost of sidewalk construction and/or repairs, including permits, and will have sixty (60) days to pay the assessed amount in whole. If the charges are not paid within the given time, the city may impose the total amount due as a special assessment lien against the property. Interest will accrue at the rate of 5% and be assessed from sixty-one (61) days after the original invoice date until the time all assessed costs are received by the city. The Sidewalk Hazard Repair Fund initially pays the costs and collected assessments will reimburse that Fund.

The attached list of properties had sidewalk construction and/or repairs completed in April, 2019, the owners did not pay the charges, and the properties may be assessed to recover the costs and interest.

ALTERNATIVES ANALYZED

City Council may:

- Approve, or;
- Not approve the resolution, in which case the property owners will not be assessed, and the Sidewalk Hazard Repair Fund will be responsible for paying all costs of construction and/or repairs.

FINANCIAL IMPACT

The assessments total $ 664.30 and the payments will reimburse the Sidewalk Hazard Repair Fund.

RECOMMENDATION

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

APPROVED BY CITY ADMINISTRATOR

Attachments

RESOLUTION 19-_____

A RESOLUTION LEVYING AND ASSESSING SIDEWALK REPAIR COSTS UPON PROPERTY WITHIN THE CITY OF BILLINGS, MONTANA, TO PAY THE COST OF REPAIRS ON SIDEWALKS CONSTRUCTED PER THE ON-GOING SIDEWALK CONSTRUCTION PROGRAM

WHEREAS, sidewalks in certain locations in the City have deteriorated, settled and cracked, and the safety and convenience of the public require installation, construction, reconstruction, repair and/or replacement thereof; and

WHEREAS. M.C.A. 7-14-4109 provides that Public Works is authorized to order the installation, construction, reconstruction and/or replacements of certain sidewalks in certain locations in the City without creation of a special improvement district; and

WHEREAS, Billings, Montana City Code, Article 13-1200, provides that Public Works shall prepare and present a resolution containing a list of properties which have been identified in the on-going Sidewalk Construction Program and construction and/or repair, and including permit costs, have been paid for by the City and the owner of those properties have not paid in full the costs for those repairs.

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

1. LEVYING OF SPECIAL ASSESSMENT. That for the purpose of collecting funds to reimburse for the cost of repairs made to sidewalks, there is hereby levied an assessment upon the owners and parcel described on Exhibit 'A' attached hereto.

2. ASSESSMENT AND COLLECTION. Said assessment shall be placed upon the assessment rolls and collected in the same manner as other assessments.

3. DISPOSITION OF COLLECTIONS. Monies collected from assessment shall be paid to the Sidewalk Hazard Repair Fund of Billings, Montana.

4. NOTICE OF HEARING. On Monday, September 23, 2019 at 5:30 p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council will hear objections to the 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 _____ day of _____, 2019.

CITY OF BILLINGS

By: _____
William A. Cole, Mayor

ATTEST:

By: _____
Denise R. Bohlman, City Clerk

PROPERTY OWNER	TAX CODE	AMOUNT
Orry Boettger	A05224	$ 124.30
Kyle & Kathleen Hodik	A17545	$ 124.30
Ryan Lenhardt	A09777	$ 207.85
Darlene Vincelette	A04898	$ 207.85

Regular **7.**

Regular City Council Meeting

Meeting Date: 09/23/2019

TITLE: Ordinance Amendments for Advisory Boards and Commissions Member Qualifications

PRESENTED BY: Brent Brooks, City Attorney

Department: Legal

Presentation: Yes

PROBLEM/ISSUE STATEMENT

Mayor Cole and Council Member Ronning have periodically received communication from citizens requesting a potential change in the ordinances which establish the qualifications of members appointed to the City's advisory boards and commissions. As a result of a recent inquiry from the Housing Authority of Billings concerning the inability to appoint a non-resident to serve on the Board, the Mayor and staff recently met to discuss and propose amendments to the applicable ordinances establishing membership qualifications of City advisory boards and commissions. The proposed amendments remove certain requirements such as being a resident and a qualified voter within the City. Mayor Cole and staff are also proposing additional minor amendments to other related advisory board/commission ordinances concerning filling unexpired terms when a member position becomes vacant and when a member has failed to attend three consecutive meetings without being excused.The proposed amendments are shown by underlines with new language and strikethroughs for deleted language.

ALTERNATIVES ANALYZED

City Council may:

- Approve the proposed amendments to advisory boards and commissions membership on First Reading and Public Hearing;
- Make further amendments; or
- Disapprove the proposed amendments

FINANCIAL IMPACT

There is no financial impact from the proposed amendments.

RECOMMENDATION

Staff recommends the Council approve the proposed amendments to the advisory boards and commissions membership ordinances on First Reading and Public Hearing.

APPROVED BY CITY ADMINISTRATOR

Attachments

Advisory Boards/Commission Qualification Amendments

ORDINANCE NO. 19-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE BILLINGS, MONTANA CITY CODE BE AMENDED BY REVISING SECTIONS 2-501.1, 2-503, 2-503.1 AND 2-504 AND REPEALING RESIDENCY DURATION AND QUALIFIED VOTER REQUIREMENTS, REVISING THE PROCEDURE TO FILL A VACANT POSITION AND REVISING LOSS OF MEMBERSHIP DUE TO UNEXCUSED NON-ATTENDANCE OF MEETINGS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY BILLINGS THAT:

Section 1. That section 2-501.1 of the Billings, Montana City Code is amended and renumbered so that such section shall read as follows:

Sec. 2-501.1. - Qualifications for membership.

(a) Unless otherwise required by law, other City ordinance or permitted by interlocal agreement or memorandum of understanding with any other governmental or non-governmental entity or organization, a~~A~~ll members of city advisory boards, commissions or committees must hold the following qualifications~~,~~: ~~unless otherwise required by law or City ordinance~~:

(1) Resident of the city ~~for at least two (2) years;~~

(~~2~~) ~~Qualified voter of the city;~~

(~~3~~) ~~Resident of the state for at least three (3) years~~; and

(~~4~~)(2) Eighteen (18) years of age or older.

(b) A city employee shall not be appointed to serve on a city advisory board, commission or committee that provides advice to the department for whom the employee works.

Section 2: That Section 2-503 of the Billings Montana City Code is amended so that such section shall read as follows:

Sec. 2-503. - Loss of membership.

If a member of any board, committee or commission of this city fails to attend three (3) consecutive scheduled meetings of such board, committee or commission without being excused from such attendance, such person shall no longer be considered a member of such board, committee or commission, and the position ~~may~~ shall be declared vacant by the mayor, unless otherwise provided by statute or interlocal agreement.

Section 3*:* That section 2-503.1 of the Billings, Montana City Code is amended so that such section shall read as follows:

Sec. 2-503.1. - Forfeiture of office.

The position of advisory board, commission, or committee member is forfeited and becomes vacant ~~for lack of qualification~~ upon the occurrence of any of the following events prior to the expiration of the term:

(1) The death of the member;

(2) The member's resignation;

(3) The member's conviction of a felony;

(4) The member's ceasing to meet the qualifications in Section 2-501.1 ~~be a resident of the city;~~ or

(5) The decision of a competent legal tribunal declaring void the member's appointment.

Section 4: That section 2-504 of the Billings Montana City Code is amended so that such section shall read as follows:

Sec. 2-504. - Filling unexpired term.

When possible, ~~V~~vacancies occurring for any reason during the member's term shall be filled within sixty (60) days in the same manner as the original appointment. The appointment shall be for the remainder of the unexpired term. If a position remains vacant beyond sixty (60) days, notice of the vacancy shall be published periodically according to the judgment of the Mayor until the vacancy has been filled.

Section 5. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 6. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 7. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this ____day of _____, 2019.

PASSED, ADOPTED and APPROVED on second reading this ____day of _____, 2019.

CITY OF BILLINGS

_____

William A. Cole, Mayor

ATTEST:

_____

Denise Bohlman, City Clerk