

**REVISED**  
**(12/12/19 - Regular Agenda Item 2)**  
**CITY OF BILLINGS**

**CITY OF BILLINGS VISION STATEMENT:**

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

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**AGENDA**

**COUNCIL CHAMBERS**

**December 16, 2019**

**5:30 P.M.**

**CALL TO ORDER:** Mayor Cole

**PLEDGE OF ALLEGIANCE:** Mayor Cole

**INVOCATION:** Councilmember Friedel

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

**MINUTES:**

- November 12, 2019
- December 9, 2019 - Pending

**COURTESIES:**

- Billings Police Department Citizen Award
- Billings Police Department Life-Saving Award

**PROCLAMATIONS:**

**COUNCIL REPORTS:**

**ADMINISTRATOR REPORTS - CHRIS KUKULSKI**

**PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: 1, 2 and 3. 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. **2020 - 4 Wheel Mechanical Broom Sweeper.** (Opened 12/03/19) Recommend Titan Machinery; \$199,613.
2. **Two (2) New Current Model Articulated Motor Patrols.** (Opened 12/03/19) Recommend Tractor & Equipment; \$542,400.
3. **Current Model 12-Yard Dump Truck with Snow Plow Assy and Sander.** (Opened 12/03/19) Recommend I-State; \$174,418.

B. **Professional Engineering Services Contract** for W.O. 20-12: South 32nd Street West (King Avenue West to BBWA); DOWL; \$573,668.75.

C. **Professional Engineering Services Contract** for W.O. 20-15: Wicks Lane Reconstruction; KLJ Engineering; \$226,099.

D. **Par 3 Golf Course Management Contract Renewal** with Exchange City Golf Corporation (ECGC).

E. **Memorandum of Understanding (MOU)** between Housing Authority Board and City of Billings.

F. **Memorandum of Understanding (MOU)** with Beartooth Resource Conservation and Development Area, Inc., (Beartooth RC & D); \$12,573.37annual expense.

G. **Purchase** of Eight (8) Replacement 30-foot diesel MET Transit Buses; \$3,025,152.

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

- I. **Preliminary Major Plat** of Grand Peaks Subdivision, 5th Filing, generally located on the east side of 54th Street West and north of Grand Avenue; J&S Development Co., owner; Sanderson Stewart, agent.
- J. **Preliminary Major Plat** of Grand Peaks Subdivision, 6th Filing, generally located on the east side of 54th Street West and north of Grand Avenue; J&S Development Company, owner; Sanderson Stewart, agent.
- K. **Preliminary Major Plat** of Trails West Subdivision, 4th Filing, generally located on the south side of Grand Avenue, west of 56th Street West; Ronald Frank, Douglas Frank and Deborah Frank and Dorn-Wilson Development, LLC, owner/subdivider; Sanderson Stewart, agent.
- L. **Preliminary Major Plat** of Trails West Subdivision, 5th Filing, generally located on the south side of Grand Avenue, west of 56th Street West; Ronald Frank, Douglas Frank and Deborah Frank and Dorn-Wilson Development, LLC, owner/subdivider; Sanderson Stewart, agent.
- M. **Preliminary Major Plat** of Trails West Subdivision, 6th Filing, generally located on the south side of Grand Avenue, west of 56th Street West; Ronald Frank, Douglas Frank and Deborah Frank and Dorn-Wilson Development, LLC, owner/subdivider; Sanderson Stewart, agent.
- N. **Bills for the Weeks of:**
  - 1. November 18, 2019 and November 25, 2019

**REGULAR AGENDA:**

- 2. **RESOLUTION** approving FY2021 - 2025 Parks and Recreation's Capital Improvement Plan. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
  - *Presented by Jennifer Duray, Deputy Public Works Director*
- 3. **AUTHORIZATION TO ENTER INTO NEGOTIATIONS** with WC Commercial on leasing, leasing to own, or purchasing 316 North 26th Street for City office space. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
  - *Presented by Kevin Iffland, Assistant City Administrator*

**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 [bohmand@billingsmt.gov](mailto:bohmand@billingsmt.gov), 72 hours prior to the meeting date.*

**Regular City Council Meeting**

**Meeting Date:** 12/16/2019  
**TITLE:** 2020 - 4 Wheel Mechanical Broom Sweeper  
**PRESENTED BY:** David Mumford, Public Works Director  
**Department:** Public Works  
**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

Three bids were received by the Street/Traffic Division for the Public Works Department on December 3, 2019 to purchase a 2020 - 4 wheel mechanical broom sweeper. This purchase will replace the existing unit 1251, a 2009 Freightliner Elgin sweeper, that is included in the FY20 Equipment Replacement Plan (ERP).

**ALTERNATIVES ANALYZED**

City Council may:

- Approve purchasing the 4 wheel mechanical broom sweeper, or;
- Disapprove the purchase. The existing unit is nearing the end of its useful life.

**FINANCIAL IMPACT**

The budgeted amount of the equipment is \$274,813. The City received 3 bids for the 2020 - 4 Wheel Mechanical Broom Sweeper as shown below:

Bidder	Net Bid	Trade In	Warranty	Total Bid
Titan Machinery	\$247,939.00	\$51,000.00	\$2,674.00	\$199,613.00
Kois Equipment	\$310,965.00	No Trade	\$5,230.00	\$310,965.00
Nescon	\$238,000.00	No Trade	\$1,573.00	\$239,573.00

**RECOMMENDATION**

Staff recommends that the City Council accept the low bid and purchase the 2020 - 4 wheel mechanical broom sweeper from Titan Machinery in the amount of \$199,613. This includes the trade amount of \$51,000 for the current unit and the 5-year transmission/engine warranty in the amount of \$2,674.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 12/16/2019

**TITLE:** Two (2) New Current Model Articulated Motor Patrols

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

**Department:** Public Works

**Presentation:** No

**PROBLEM/ISSUE STATEMENT**

Two bids were received by the Street/Traffic Division for the Public Works Department on December 3, 2019 to purchase two (2) Current Model Articulated Motor Patrols. This purchase will replace existing units 1209 and 1219 that are included in the FY20 Equipment Replacement Plan (ERP).

**ALTERNATIVES ANALYZED**

City Council may:

- Approve purchasing Two (2) current model Articulated Motor Patrols, or;
- Disapprove the purchase. The existing units are nearing the end of their useful life.

**FINANCIAL IMPACT**

The budgeted amount in FY20 is \$540,000. The City received 2 bids for the two (2) Current model Articulated Motor Patrols as shown below:

Bidder	Net Bid	Trade In	Warranty	Total Bid
Tractor & Equipment	\$552,000.00	1209 \$15,000.00 1219 \$ 3,500.00	\$4450 x 2 = \$8,900.00	\$542,400.00
RDO Equipment	\$572,000.00	1209 \$15,000.00 1219 \$20,000.00	\$4361 x 2 = \$8,722.00	\$545,722.00

**RECOMMENDATION**

Staff recommends that the City Council accept the low bid and purchase the two (2) current model Articulated Motor Patrols from Tractor & Equipment in the amount of \$542,400. This includes the trade amount of \$18,500 for unit 1209 and 1219 and the 5-year transmission/engine warranty in the amount of \$4,450 x 2 =\$8,900.

**APPROVED BY CITY ADMINISTRATOR**

**Regular City Council Meeting**

**Meeting Date:** 12/16/2019

**TITLE:** Current Model 12-Yard Dump Truck with Snow Plow Assy and Sander

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

**Department:** Public Works

**Presentation:** No

**PROBLEM/ISSUE STATEMENT**

Two bids were received by the Street/Traffic Division for the Public Works Department on December 3, 2019 to purchase a 12-yard dump truck with snow plow assembly and sander. This purchase will replace the existing unit 1192, a 2011 Freightliner 10-yard dump truck, with units 1292, a 2011 Schmidt Wausau snow plow and 1392, a Swenson sander. These are included in the FY20 Equipment Replacement Plan (ERP).

**ALTERNATIVES ANALYZED**

City Council may:

- Approve purchasing the 12-yard dump truck with snow plow assembly and sander, or;
- Disapprove the purchase. The existing unit is nearing the end of its useful life.

**FINANCIAL IMPACT**

The amount budgeted in FY20 for the equipment is \$161,246. The City received 2 bids for the current model 12-yard dump truck with snow plow assembly and sander as shown below:

Bidder	Net Price	Trade In	Warranty	Total Bid
I-State	\$203,000.00	\$32,000.00	\$3,418.00	\$174,418.00
TriState	\$222,470.00	\$34,000.00	\$3,354.00	\$191,824.00

**RECOMMENDATION**

Staff recommends that the City Council accept the low bid and purchase the 12-yard dump truck with snow plow assembly and sander from I-State in the amount of \$174,418. This includes the trade amount of \$32,000 and the 5-year transmission/engine warranty in the amount of \$3,418.

**APPROVED BY CITY ADMINISTRATOR**

**Regular City Council Meeting**

**Meeting Date:** 12/16/2019

**TITLE:** Consultant Agreement: W.O. 20-12: S 32nd St W (King Ave W to BBWA)

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

**Department:** Public Works

**Presentation:** No

**PROBLEM/ISSUE STATEMENT**

Staff requests that City Council considers awarding a professional engineering services contract to DOWL in the amount of \$573,668.75 for design, bidding and construction administration services on W.O. 20-12: S. 32nd St. W. (King Ave. W. to BBWA). The project consists of reconstructing part of S. 32nd Street West between King Avenue West and the BBWA. The cross-section will be determined during design but it is anticipated that it will be a 3-lane road with two travel lanes and a two-way-left-turn-lane. Other improvements include a trail connection from King Avenue West to the TransTech Center likely on the west side and sidewalk on the east side up to the BBWA bridge, curb and gutter, street lights, and intersection improvements at 32nd Street West and King Avenue West determined during design. A thirty percent design will be completed on the south side of the BBWA bridge to Gabel Road for alignment and grade to verify that the road in the future south project will match this project at the BBWA bridge. The preliminary design on the south side will also give staff time to address major road fill and right-of-way issues that will likely be required with a future project from the bridge to Gabel Road.

DOWL was selected based on City staff review of four project proposals submitted by prequalified firms that have considerable arterial road reconstruction experience. The other firms considered for the work were KLJ, Sanderson Stewart, and HDR.

**ALTERNATIVES ANALYZED**

City Council may:

- Award the professional engineering services contract to DOWL, or;
- Disapprove award of the professional engineering services contract to DOWL. If the project is not completed, the road will continue to degrade and operate at a low level of service.

**FINANCIAL IMPACT**

FY 2020 Budget Amount	\$400,000
Previously Encumbered	\$0
This contract	\$573,668.75
Remaining Budget	(\$173,668.75)

Funding for this project has been approved by City Council in the FY20 budget. The original budget was based on design and construction administration for the section from King Ave W to the BBWA. It was determined that it would be advantageous to do a preliminary design for the section of road from the BBWA to Gabel to define the right of way that would be required. The right of way will need to be acquired before that section of road can be constructed. Also, staff would like to add the design and construction of the multimodal facilities for the BBWA to Gabel section to this project. Savings from deferring the Monad and 19th/20th Intersection project will be used to cover the budget shortfall. The project will use arterial and sidewalk assessment funds.

## **RECOMMENDATION**

Staff recommends that the City Council award a professional engineering services contract for the design and construction administration of W.O. 20-12: S. 32nd St. W. (King Ave. W. to BBWA) to DOWL, in the amount of \$573,668.75.

## **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Professional Services Contract

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# Contract for Professional Architectural and Engineering Services

## Work Order 20-12 S 32<sup>nd</sup> St W (King Ave W to BBWA)

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In consideration of the mutual promises herein, City of Billings and DOWL 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 16 pages (Basic Services of Contractor);

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

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

Appendix D consisting of 5 pages (Schedule of Professional Fees);

Appendix E consisting of 1 page (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 DOWL.

#### 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 Engineer shall provide as-built drawings as approved by the City of Billings, to the Administrator within 30 days after the project completion date. Final payment will be withheld until the as-built drawings are received by the City of Billings. Requirements for submitting as constructed documents of completed Private Contracts, Work Orders, Special Improvement Districts and Site plans involving any City of Billings infrastructure: a point file; 1 (\*.asc, \*.txt, comma delimited; point number, northing, easting, elevation and description) / 2 (\*.csv, with headings for; point number, northing, easting, elevation and description), with northings and eastings to the nearest tenth of a foot, elevations to the nearest hundredth of a foot, representing new, updated or relocated City of Billings infrastructure features such as, but not limited to Sanitary Sewer Manholes, Storm Drain Manholes, Water Valves, Water Bends, Signals, Street Light, etc., in the coordinates of Montana State Plane, Zone 2500 using NAD83(2011), Horizontal and NAVD88 Vertical, Horizontal units and Vertical units will be International feet, one half size paper copy to scale, one full size paper copy to scale, two CD's or DVD's with PDF files being half size to scale and full size to scale and AutoCAD DWG files as-constructed / as-built, Version 2016, or equivalent.
- ~~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 August 31, 2022.

### Section 4. Compensation; Method of Payment.

- A. 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.
- B. The Contractor is not entitled to any compensation under this Contract, other than is expressly provided for in this Section.
- C. As a condition of payment, the Contractor shall have paid all City taxes currently due and owing by the Contractor.

### Section 5. Termination of the Contractor's Services.

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

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

Section 6. Duties Upon Termination

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

Section 7. Insurance.

- A. The Contractor shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Contractor shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.
- B. The Contractor shall provide the following insurance:
  - 1. Workers' compensation and employer's liability coverage as required by Montana law.
  - 2. Commercial general liability, including contractual and personal injury coverage's -- \$1,500,000 per occurrence.
  - 3. Commercial automobile liability -- \$1,500,000 per accident.
  - 4. Professional liability in the amount of \$1,500,000 per claim.
- C. Each policy of insurance required by this Section shall provide for no less than 30 days' advance notice to Billings prior to cancellation.
- D. Billings SHALL be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies. In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

Section 8. Assignments.

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

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

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

the Contractor from any and all claims, demands and causes of action of any kind or character arising as a result of reusing the documents developed under this contract. Additionally, any reuse of design drawings or specifications provided under this Contract must be limited to conceptual or preliminary use for adaptation, and the original Contractor's or subcontractor's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for adaptation.

Section 10. Notices.

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

Billings: Ken Ard, PE  
City of Billings  
Public Works - Engineering  
2224 Montana Ave  
Billings, Montana 59101 FAX: (406) 237-6291

Contractor: DOWL  
Doug Enderson, PE, PTOE  
Transportation Engineering Manager  
222 N. 32<sup>nd</sup> Street, Suite 700  
Billings, MT 59101 FAX: (800) 865-9847

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

- A. Any failure to perform by either party due to force majeure shall not be deemed a violation or breach hereof.
- B. As used in this Contract, force majeure is an act or event of substantial magnitude, beyond the control of the delayed party, which delays the completion of this Contract, including without limitation:
  - 1. Any interruption, suspension or interference resulting solely from the act of Billings or neglect of Billings not otherwise governed by the terms of this Contract.
  - 2. Strikes or Work stoppages.

3. Any interruption, suspension or interference with the project caused by acts of God, or acts of a public enemy, wars, blockades, insurrections, riots, arrests or restraints of governments and people, civil disturbances or similar occurrences.
4. Order of court, administrative agencies or governmental officers other than Billings.

#### Section 13. Financial Management System.

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

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

#### Section 14. Funding Requirements.

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

#### Section 15. Subcontracts.

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

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

**PART II**  
**GENERAL CONTRACT PROVISIONS**

Section 1. Relationship of Parties.

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

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: Wade Irion, PE, Regional Business Supervisor

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

The Contractor shall indemnify, defend, save, and hold Billings harmless from any and all claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and

expenses including reasonable attorneys' fees and costs, arising from any wrongful or negligent act, error or omission of the Contractor or any agent, employee or subcontractor as a result of the Contractor's or any subcontractor's performance pursuant to this Contract.

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

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

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

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

City of Billings

Contractor

\_\_\_\_\_  
William A. Cole, Mayor

\_\_\_\_\_

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

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

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

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

ATTEST:

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

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

APPROVED AS TO FORM:

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

By \_\_\_\_\_

BRENT BROOKS, City Attorney

## Appendix A

### Basic Services of Engineer

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

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

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

- K. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project the Task Director designated for the Engineer is Doug Enderson, PE, PTOE.

## 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 following tasks will be undertaken by DOWL (Engineer). Any item not specifically discussed or as otherwise noted are assumed to be a City of Billings (City) responsibility or beyond the services listed in this scope. DOWL assumes that all preliminary tasks will encompass the entire 32<sup>nd</sup> St W corridor from Gabel Rd to King Ave W and that all pre-final, final, and construction tasks are limited to the 32<sup>nd</sup> St W corridor between the BBWA canal and King Ave W (with exceptions for the multi-use path and roadway lighting which will extend from Transtech Way to King Ave W).

### **Task 100 – Project Management and Public Outreach**

- 1) Attend project scoping meeting (field and office review) with City personnel.
  - 2) Perform general coordination with the City of Billings to begin project.
  - 3) Investigate available information, documents, and studies.
  - 4) Coordinate and develop public involvement:
    - a. Draft a News Release regarding the start of the project to be submitted to the City for distribution to media outlets and for posting on the City's website.
    - b. Develop an informational letter to be sent by the City to all adjacent property owners within the limits of the corridor. The letter will serve as the initial public outreach for this project.
    - c. Address questions and participate in individual meetings with property owners and City staff, as directed by the City.
    - d. Attend and assist with one (1) public informational meeting:
      - i. Draft a meeting announcement letter for all landowners adjacent to the project corridor to be used by the City.
      - ii. Provide figures and/or electronic presentation materials for the meeting.
      - iii. Monitor sign-in sheets during the meeting.
      - iv. Draft meeting minutes after the meeting.
- Assume City responsibilities include:
- i. Setting up meeting location and time.
  - ii. Advertising all meeting announcements.

iii. Sending meeting announcement letters to property owners adjacent to the project.

iv. Moderating the meeting.

Fees associated with advertisements, mailings, or securing meeting locations will be the responsibility of the City.

- 5) Prepare monthly progress reports for the City detailing the work completed that month. The monthly progress reports will be completed and submitted with each monthly invoice for an assumed 24 month contract duration.

**Task 100 Deliverables:**

1. **Draft News Release**
2. **Property Owner Informational Letter**
3. **Meeting Announcement**
4. **Monthly Progress Reports**

**Task 110 – Right-of-Way, Utilities, and Mapping**

- 1) All existing and available City right-of-way plans and as-built/record drawings applicable to this project will be provided by the City.
- 2) Acquire available plats and certificates of survey to develop property lines to determine the location of the existing right-of-way within the corridor; a recorded Certificate of Survey for a retracement of public right-of-way is not included in this scope of services.
- 3) Survey property controlling corners (e.g. section corners, quarter corners, centerline monument boxes) along the corridor and property corners along the corridor that can be searched and tied with minimal effort. Property corners that are not found will not be reset.
- 4) Provide up to six (6) right-of-way exhibits. One assuming the City will need to add to the existing right-of-way for construction north of the King Ave W, and five (5) south of the canal on the east side of 32<sup>nd</sup> Street.
- 5) An ownership report listing current property ownership adjacent to the project corridor will be provided by the City. The information will be included on the plan sheets to identify addresses and owners of each parcel along the corridor. The ownership report will serve as a framework for both the public outreach as well as the identification of right-of-way needs.
- 6) Set, tie, level, and process new survey control for the project, spaced at approximately 1000' intervals for the length of the project. Control points will be set in the field as nails glued into concrete or as rebar with aluminum caps. This scope of this task does not include relocating or resetting survey control after it is installed.
- 7) Use the following coordinate system parameters unless directed otherwise by the City:
  - a. Montana State Plane (NAD83-2011) with horizontal units expressed in international feet.
  - b. Vertical datum will be NAVD88 with GPS elevations derived from GEOID12A and vertical units expressed in U.S. survey feet.

Provide coordinate listings of benchmarks and control stations for new and existing survey control in the design plans.

- 8) Survey and map 32<sup>nd</sup> St. W. from the Gabel Road intersection on the south end of the project to the Rosebud Drive intersection on the north end using a combination of total station and GPS survey equipment. Conduct the ground survey from right-of-way to right-of-way and 150-ft up each side street within the project limits. Ground survey outside of the right-of-way will be conducted at specific locations as necessary where additional topography is needed for driveway connections, special landscape features, right-of-way to be acquired etc. The project informational letter sent to property owners as part of Task 100 will inform property owners that DOWL surveyors will be in the area and may be on private property.
- 9) Coordinate with the City and private utility companies for the location, type, and size of their utilities within the project corridor. In addition to storm water features in the project corridor, survey will include upstream and downstream hydraulic facilities associated with the Hogans Slough culvert crossings. Utility information for the project will be determined through utility-provided atlas mapping, Montana One Call, and surface features as marked or indicated by the respective owners. The City will be notified of any non-responsive utility companies.
- 10) Coordinate exploratory excavation (soft digging), as necessary, to expose underground utilities in perceived or potential conflict areas. Provide one (1) surveyor for up to eight (8) hours to survey exposed utilities.
- 11) Schedule and conduct up to two (2) meetings with all private utility owners, one after each plan review submittal (Task 160 and Task 260). A representative from each applicable utility company will be invited to the meeting and potential conflicts will be highlighted and discussed. The purpose of the meetings will be to proactively encourage rehabilitation or relocation of the utilities in conflict prior to construction.

#### **Task 120 – Preliminary Geotechnical and Materials**

- 1) Review available geotechnical information provided by the City and research/review regional geology, soil survey, site setting, and topography.
- 2) Conduct a site investigation including field exploration, borings, and laboratory testing for the project:
  - a. Facilitate and drill nine (9) borings approximately every 500 feet to depths ranging from 5 to 20 feet. Single-lane closure traffic control will be necessary during exploration.
  - b. One of the nine borings will be located near the existing gas station at the intersection of King Ave W to screen for potential for hydrocarbon contaminated soils with a photoionization device (PID). One of the nine borings will be located over new trail location south of canal bridge.
  - c. Perform laboratory testing including classification (gradation & Atterberg Limits), moisture content, Proctor, California bearing ratio (CBR); and corrosion tests.
  - d. Identify groundwater levels encountered at the time of field exploration.

- 3) Visually inventory existing surfacing throughout the project area to estimate what sections of roadway, if any, can be reused. Up to five (5) pavement cores will be collected to supplement this review if utility mapping precludes geotechnical drilling.
- 4) Use City-supplied traffic data (AADT, vehicle classifications) to develop a preliminary surfacing design for approval by the City. Additionally, evaluate an option to perform full depth reclamation to use existing pavement materials.
- 5) Prepare the Preliminary Geotechnical Technical Memorandum including review of the existing data, surfacing evaluation, subsurface exploration, laboratory testing, and preliminary surfacing design. One (1) hard copy and one (1) PDF copy of the memo will be issued to the City.

**Task 120 Deliverables:**

**1. Preliminary Geotechnical Memorandum**

**Task 130 – Preliminary Traffic**

- 1) Intersection turning movement counts at 32<sup>nd</sup> St. W./King Ave. W. and 32<sup>nd</sup> St. W./Henesta Dr. along with available crash and annual average daily traffic (AADT) for the 32<sup>nd</sup> St. W. corridor between King Ave. W. and Gabel Rd will be provided by the City.
- 2) All existing and available as-built/record drawings for the existing signals and street lights at 32<sup>nd</sup> St. W./King Ave. W. and 32<sup>nd</sup> St. W./Gabel Rd. will be provided by the City.
- 3) Prepare the Preliminary Traffic Report:
  - a. Evaluate traffic safety and traffic operations at the 32<sup>nd</sup> St. W./King Ave. W. and 32<sup>nd</sup> St. W./Henesta Dr.:
    - i. Review historic crash data at the intersections.
    - ii. Evaluate the need for intersection improvements based on existing and design year traffic volumes during the AM, PM, and mid-day peak hours.
    - iii. Analyze impact of adding raise median to control access at 32<sup>nd</sup> St. W./Henesta Dr. intersection.
    - iv. Provide recommendations for the cross-section design on 32<sup>nd</sup> St. W., based on historic based on crash data and design year AADT.
  - b. One (1) hard copy and one (1) PDF copy of the Preliminary Traffic Report will be issued to the City.
- 4) Inventory existing signing along the corridor within the project limits.
- 5) Develop preliminary pavement marking plans as part of Task 160.
- 6) Layout roadway lighting to include spacing, height, and mast-arm lengths along 32<sup>nd</sup> St. W. from Gabel Rd. to King Ave. W. Review existing street lighting along 32<sup>nd</sup> St. W. from Gabel Rd. to Transtech Way for incorporation into the overall lighting design/layout.
- 7) Design preliminary 32<sup>nd</sup> St. W./King Ave. W. intersection signal modifications based on the results of the Preliminary Traffic Report.
  - a. Review the record drawing information for the intersection signals and field verify that the record drawing information is accurate; and
  - b. Layout modifications within existing/proposed right-of-way meeting all MUTCD, ADA, and City of Billings design requirements.

**Task 130 Deliverables:**

**1. Preliminary Traffic Report**

**Task 140 – Preliminary Utility Design**

- 1) North of BBWA Canal: Coordinate with Public Works for the extension of approximately 300 LF of new water and sanitary sewer mains further south in 32<sup>nd</sup> St. W. The extensions will include new water and sanitary sewer service stubs for future service to the vacant parcel on the east side of 32<sup>nd</sup> St. W. Main and service sizing, along with other applicable design criteria, will be coordinated with Public Works. Hydraulic modeling, field flow metering, or other detailed pipe sizing analyses are not included in this scope. In addition to the sewer main extension, investigate the construction requirements for eliminating the parallel 8-inch sewer main between MH 151-5 & 151-7 and present the findings to Public Works.
- 2) South of BBWA Canal: Coordinate with Public Works for the extension of approximately 400 LF of new 8-inch diameter water and 8-inch diameter sanitary sewer mains further north in 32<sup>nd</sup> St. W., terminating just south of Hogans Slough. The extensions will include new water and sanitary sewer service stubs for future service to the county parcels on the east side of 32<sup>nd</sup> St. W. New mains will be sized to match existing pipe diameters at the connection points. Service sizing and other applicable design criteria will be coordinated with Public Works. Hydraulic modeling, field flow metering, or other detailed pipe sizing analyses are not included in this scope.
- 3) Coordinate with Public Works for the design of any additional water system modifications that result from the acquisition of additional right-of-way or the placement of proposed surface improvements. It is expected that this task will include the relocation of certain hydrants, service valves, and other water system features that may be located near the right-of-way boundary. It is assumed that design for this item will consist primarily of a standard detail and location table for each relocation type. This scope does not include replacement of any existing water or sanitary sewer mains along the project corridor.
- 4) Acquire from the City all available as-builts, water and sewer service line records, CCTV inspections, and other information and studies as applicable. Incorporate available information into design drawings and specifications.
- 5) Design of water and sewer main alignments, profiles, and related improvements, to a 30% design level, are to be included in the preliminary roadway submittal (Task 160). Trenchless construction alternatives will not be evaluated, as the characteristics of the water and sewer work associated with this project are not favorable for cost effective trenchless construction.
- 6) Geotechnical engineering information including field sampling, laboratory testing and review of subsurface soils gathered under Task 120 will be used to determine design alternatives, subgrade treatment, groundwater conditions, pipe material selections, and foundations for utility installations.

## **Task 150 – Preliminary Hydraulics**

- 1) Perform a stormwater drainage study for the 32<sup>nd</sup> St. W. corridor from the BBWA canal to King Ave. W. The existing 32<sup>nd</sup> St. W. storm drain above the BBWA canal discharges into the King Ave. W. storm drain system. An intermediate level evaluation of the entire King Ave. W. storm drain system will be performed to verify that the additional drainage area contributing to this system will not increase flooding hazards. The study area for this project includes the storm drain facilities on King Ave. W. from Shiloh Rd. to the connection of the 60-inch RCP in Bannister Drain as well as the small storm drain stubs connecting to the main trunkline including the existing storm drain along 32<sup>nd</sup> St. W. Existing storm drain located below the BBWA canal discharges into Hogans Slough and the Gabel Rd. storm drain system. Evaluation of the future impacts on the Gabel Road storm drain system is not included in this scope of services.
- 2) Identify existing flooding issues along the project area, including interviews with City of Billings maintenance personnel to understand existing drainage patterns and problems.
- 3) We assume that the existing bridge over the BBWA is adequate and no hydraulic analysis or coordination with the BBWA will be required for the stormwater design.
- 4) Compile and review storm drainage reports and as-built drawings provided by the City of Billings. Projects include P\_428, P\_474\_P1, SID\_1379, SID\_1356, and WO\_1988\_08, and any others within the study area.
- 5) Visit the site to inventory the existing storm drain facilities and verify facilities depicted on the GIS maps and identify flow patterns.
- 6) Identify and evaluate drainage basins, drainage patterns, and basin characteristics within the study area (on-site visual inspection).
- 7) Develop a stormwater model of the area to reflect existing conditions drainage patterns.
- 8) Perform a drainage evaluation for the north segment only (BBWA canal to King Ave. W.) of the 32<sup>nd</sup> St. W. corridor looking at connecting a new storm drain system into the King Ave. W. storm drain.
- 9) Use the stormwater model to size the new storm drain system along the north segment of 32<sup>nd</sup> St. W., including sizing and locating inlets, determining the storm drain pipe sizing, downstream storm drain capacities, and evaluating flood hazards along the King Ave. W. corridor.
- 10) Design water quality treatment facilities throughout the project corridor anticipating that one mechanical treatment device will be designed for the north segment of 32<sup>nd</sup> St. W.
- 11) Investigate the potential of installing underground storage adjacent to the roadway under the boulevard and multi-use path if downstream capacity in the King Ave. W. storm drain system becomes an issue.
- 12) Evaluate the Hogans Slough crossing using HEC-RAS to determine the existing culvert capacity; evaluation will include a culvert inspection to understand the condition of the existing pipe and the potential of extending the existing culvert. Determine the design flow rate for the Hogans Slough crossing using the culvert capacities under the

BBWA canal near the Scheels site along with drainage area runoff below this crossing. Evaluate 2 to 3 alternatives for a replacement crossing. It is assumed that there may need to be improvements downstream of the crossing in the adjacent Albrecht property to facilitate a crossing that can pass the design flow. Provide recommendation of these improvements to the City of Billings for the future project segment.

- 13) Develop a memorandum discussing the stormwater design for 32<sup>nd</sup> St. W. between the BBWA canal and King Ave. W. and potential improvements and flooding risks. One (1) hard copy and one (1) PDF copy of the preliminary storm drain memorandum will be issued to the City.
- 14) Develop preliminary plan and profile SD alignment for the preliminary roadway design submittal (Task 160). Storm drain details including lateral profiles and structural details will be provided under Task 250.
- 15) Access the Montana Department of Transportation (MDT) Bridge Management System (online) and download the most recent routine bridge inspection data and any load rating analysis for completing the bridge inspection and preparing the load rating analysis. Perform field bridge inspection to verify routine bridge inspection data. Findings of the inspection will be summarized in a formal report for the City of Billings and MDT's review and record.

**Task 150 Deliverables:**

1. **Preliminary Storm Drain Memorandum**
2. **Bridge Inspection Report**

**Task 160 – Preliminary Roadway Design and Plan Review**

- 1) The proposed cross section will be a three-lane principal arterial with one driving lane in each direction and a center two-way left-turn lane or raised median as described in the City's subdivision regulations. A detached ten-foot multi-use path will be designed on the west side of 32<sup>nd</sup> St. W. Proposed widths will accommodate all improvements within the existing right-of-way.
- 2) DOWL will develop a preliminary design along 32<sup>nd</sup> St. W. from Gabel Rd. to King Ave. W. that will include the following:
  - a. Strip Plot. The strip plot will include the:
    - i. Proposed horizontal and vertical alignment (plan and profile)
    - ii. Proposed construction limits
    - iii. Preliminary sanitary sewer main rehab alignment (Task 140)
    - iv. Preliminary storm drainage alignment (Task 150)
    - v. Preliminary pavement markings
    - vi. Intersection improvements (preliminary layout of signal only)
    - vii. Roadway Lighting
    - viii. Existing right-of-way
    - ix. Proposed right-of-way as necessary
    - x. Existing utilities
  - b. Plan Sheets. Plan sheets will contain:

- i. Typical section(s)
    - ii. Preliminary traffic signal layout (Task 130)
  - c. Preliminary quantities and opinion of probable construction cost
- 3) Perform Quality Assurance and Quality Control practices during the preliminary design and especially prior to preliminary plan review meeting.
- 4) Conduct an “over-the shoulder” plan review meeting with City staff to discuss the preliminary plan package. Document the City’s comments during the “over-the-shoulder” plan review meeting and distribute to the City.
- 5) Create roadway, storm drain, and utility rehabilitation plan sheets along 32<sup>nd</sup> St. W. from the BBWA canal to King Ave. W. and electrical plans along 32<sup>nd</sup> St. W. from the TransTech Way to King Ave. W. for distribution to the private utility companies on the project. One (1) copy of the preliminary plans will be sent to each private utility company for their review and comment.

**Task 160 Deliverables:**

- 1. **Preliminary Design Package**
- 2. **Opinion of Probable Construction Costs**
- 3. **Utility Submittal**

**Task 220 – Final Geotechnical and Materials**

- 1) Develop final surfacing design recommendations based on City’s comments to the preliminary geotechnical memorandum and design considerations developed in Task 160.
- 2) Submit a final geotechnical memorandum to the City for their record and to be included in the final construction documents. One (1) hard copy and one (1) PDF copy of the memo will be issued to the City.

**Task 220 Deliverables:**

- 1. **Final Geotechnical Memorandum**

**Task 230 – Final Traffic**

- 1) Prepare pavement marking detail sheets and plan sheets for the Pre-Final Design Package.
- 2) Prepare signing detail sheets, D3 format sheets, and signing plan sheets for the Pre-Final Design Package.
- 3) Prepare a traffic signal modification plan for the traffic signal poles at the 32<sup>nd</sup> St. W./King Ave. W. intersection. The modifications will include:
  - a. Traffic Signal Plan sheet to include a plan view layout of the intersection, conduit and wire schedule, traffic signal and pole schedule, the current phase diagram, signal and pedestrian indication table, conduit run designation table, loop detector wiring schematic and general notes necessary for the modification.

- b. Utility Plan sheet that depicts the assumed location of existing utilities and/or the proposed relocation of existing utilities relative to the proposed relocation of the traffic signal equipment.
  - c. Standard detail sheets in accordance with standard City of Billings and MDT traffic signal details. All other information will be referenced to the original design plans for the signal.
- 4) Calculate conduit fill to ensure compliance with NEC or other City of Billings requirements and submit the results to the City.
  - 5) Prepare roadway lighting detail sheets and plan sheets for the Pre-Final Design Package.
  - 6) Prepare Northwestern Energy's (NWE) Application for New Service for the roadway lighting and submit to the City. The City will submit the application to NWE and coordinate the service installation with NWE.
  - 7) Develop preliminary specifications and construction cost estimates for traffic related items for the Pre-Final Design Package.
  - 8) Develop a traffic control special provision to provide guidance to the construction contractor. The construction contractor will develop and submit a proposed traffic control plan based on their proposed project sequencing.

***Task 230 Deliverables:***

- 1. Conduit Fill Compliance Calculations***
- 2. Application for New Service***

**Task 240 – Final Utility Design**

- 1) Incorporate PUD and City comments pertaining to the preliminary design package and prepare new water and sanitary sewer main extension plan and profile sheets, parallel sewer elimination details (if necessary), and miscellaneous water system relocation details for the Pre-Final design package.
- 2) Prepare project specifications, details, special provisions, quantities, and probable constructions costs for water and sewer system work to be incorporated into the Pre-Final Design Package.
- 3) Include existing and proposed private utilities to the plan set as provided by the private utility companies. The scope of services does not include design or engineering for the relocation of private utilities.
- 4) Prepare a water and sewer system project design report for the City, and as required for Montana Department of Environmental Quality (MDEQ) approval. Submit construction documents, the design report, and related checklist materials for approval by MDEQ. All MDEQ review fees will be paid by the City.
- 5) Construction stormwater permits shall be the responsibility of the construction Contractor and are excluded from this scope.

***Task 240 Deliverables:***

- 1. Water and Sewer Main Design Report***
- 2. MDEQ Submittal Package***

### **Task 250 – Final Hydraulics**

- 1) Finalize the hydraulic design of the storm drain systems in 32<sup>nd</sup> St. W. by incorporating City comments.
- 2) Develop storm drain lateral details based on known and assumed utility locations. Should soft digs be determined to be necessary prior to the initial construction work, DOWL will coordinate with the City to address the work.
- 3) Prepare project specifications, details, special provisions, quantities, and probable construction costs for storm drain construction to be incorporated into the Pre-Final Design Package.
- 4) Complete a load rating analysis of the bridge using the AASHTO Manual for Bridge Evaluation and AASHTO Bridge Ware BRR load rating software. Findings of past inspection reports, the results of DOWL's inspection completed under Task 150, and the dead load effect of the proposed asphalt wearing course and any new traffic/pedestrian barrier rails will be incorporated into the load rating model. Live loads to be included in the load rating consist of AASHTO HL-93, typical legal loads (Type 3, Type 3S2 and Type 3-3), and SUV's of weights ranging from 27 tons to 40 tons.

#### ***Task 250 Deliverables:***

1. ***Final Hydraulics Report***
2. ***Results of the Bridge Load Rating Analysis***

### **Task 260 – Pre-Final Design and Review**

- 1) Incorporate the City's preliminary design package comments into the Pre-Final Design Package, including modifications to the plan, profile, typical sections and cross sections.
- 2) Develop demolition plans to identify removal items or items to be adjusted. Tree removals will be identified; however, the final determination of tree removal will be identified by City field personnel prior to construction.
- 3) Identify private property landscape restoration. Restoration may include sodding, seeding, or stockpiling and replacing existing landscape treatments. This scope does not include the design of irrigation system replacements on private property or landscape-specific plan sheets.
- 4) Develop construction plans for a Pre-Final Design Package for the City's review. Plans will include:
  - a. Cover sheet;
  - b. Sheet Index, Legend and Notes sheet;
  - c. Typical sections;
  - d. Miscellaneous Detail sheets (including retaining wall details, if needed);
  - e. Demolition sheets;
  - f. Roadway Sheets (plan and profile, intersection details, driveway details);
  - g. Storm drain sheets;
  - h. Water sheets;
  - i. Sanitary sewer sheets;
  - j. Bridge sheets;
  - k. Electrical sheets;

- l. Pavement marking sheets;
  - m. Signing sheets; and
  - n. Roadway cross section sheets.
- 5) Perform Quality Assurance and Quality Control practices during the Pre-Final design and especially prior to Pre-Final design package submittal.
- 6) Develop a Pre-Final project manual. The project manual will include project specifications and special provisions based on the current edition of the Montana Public Works Standard Specifications (MPWSS) and City of Billings Standard Modifications to the MPWSS.
- 7) Prepare a Pre-Final Opinion of Probable Construction Cost.
- 8) One (1) copy of the Pre-Final Plans will be sent to each private utility company for their review and comment.

**Task 260 Deliverables:**

- 1. Pre-Final Plans**
- 2. Pre-Final Project Manual**
- 3. Pre-Final Opinion of Probable Construction Cost**

**Task 360 – Final Design Package**

- 1) Attend a comment resolution meeting with City staff to discuss the City's Pre-Final design comments. Develop a comment response matrix to formally address City comments.
- 2) Prepare final design plans by incorporating the City's Pre-Final comments.
- 3) Prepare the final project manual by incorporating the City's Pre-Final comments.
- 4) Prepare the final opinion of probable construction costs by incorporating the City's Pre-Final comments.
- 5) Perform Quality Assurance and Quality Control practices during the final design and especially before the Final design package submittal.
- 6) Provide the City with one copy of the final plans and project manual to verify all Pre-Final comments were addressed before advertisement.
- 7) After the City's final approval, prepare bid-ready plans and project manual for bid advertisement. The number of copies of plans and project manuals to be produced will be determined by the City of Billings.
- 8) One (1) copy of the final plans will be sent to each private utility company for their use.

**Task 360 Deliverables:**

- 1. Final Construction Plans and Project Manual**
- 2. Final Opinion of Probable Construction Cost**

**Task 400 – Bidding and Preconstruction Services**

- 1) Provide bid advertisement text from the project manual to the City for publication by the City. The City will advertise the project.
- 2) Distribute bid sets, maintain the plan-holders list, and issue addenda and clarifications.

- 3) Attend the pre-bid meeting and assist the City during the pre-bid meeting with questions related to the construction documents. Issue pre-bid meeting minutes within one week after the meeting.
- 4) Tabulate all received bids and provide the City with an award recommendation.

**Task 400 Deliverables:**

1. **Pre-Bid Meeting Minutes**
2. **Bid Tabulation**
3. **Award Recommendation**

**Task 500 – Construction Administration & Materials Testing**

- 1) This scope of services assumes:
  - a. One construction contract and one prime contractor for this project, with a construction contract duration of 90 calendar days.
  - b. Engineer shall consult with the City and act as representative for the City as defined in the construction contract documents, which will incorporate the MPWSS, and specifically the General Conditions contained therein as modified by the City of Billings Standard Modifications, latest edition.
  - c. The extent and limitation of the duties, responsibilities, and authority of the Engineer will be as assigned in the construction contract documents and shall not be modified, except as Engineer may otherwise agree in writing.
- 2) Pre-Construction Services:
  - a. Attend a pre-construction conference, publish meeting minutes, and answer Contractor questions. Conduct a pre-construction field review with the Contractor as necessary.
  - b. Take pre-construction photos and videos of the project areas.
  - c. Attend a “Meet the Contractor” public meeting. The Contractor will schedule and conduct the meeting.
- 3) Review Contractor's submittals, such as shop drawings, staking requests, samples, equipment, mix designs, aggregates, and other data, for conformance to the contract documents. This review does not include acceptance review of any dewatering plans, and shall not extend to contractor's means, methods, techniques, sequences, procedures, or safety programs.
- 4) Provide part-time or full-time construction observation, depending on construction activity level, using a Resident Project Representative (RPR) to assist the Engineer in observing progress, quality of work, and conformance to the contract documents and other applicable codes and standards. Incorporate discipline expert inspection as needed at project milestones to observe critical work items. It is assumed that one (1) RPR or discipline expert will be on-site for an average of 40 hours per week, 5 days a week for 13 weeks. Inspection activities will include review of all major work items in the construction documents, including traffic control set-ups and sediment and erosion control plans. The RPR will prepare daily inspection reports, daily quantity summaries, weekly progress reports, weekly workforce and equipment reports, and other reports as required. RPR responsibilities are further defined in the General Conditions contained in the City of Billings Standard Modifications, latest edition.

- 5) Develop and implement a quality assurance testing plan for materials testing in accordance with the City of Billings Standard Modifications, latest edition. Conduct a pre-construction testing meeting with RPRs, field testing personnel, and lab manager to coordinate testing requirements. Provide qualified personnel, equipment, and supplies for field testing of materials throughout construction. Monitor and collect results from Contractor's separate quality control materials testing program.
- 6) Construction Administration:
  - a. Respond to Contractor requests for information. Issue necessary clarifications and interpretations of the contract documents. Notify the City immediately of any contract problems or deviations from the approved contract documents. Issue notices as required by the construction contract. Recommend and prepare Work Change Directives and Change Orders for the City as necessary. Change orders that require additional design or construction services by Engineer will be considered Additional Services and compensated in accordance with the provisions of this Contract.
  - b. Make visits to the site at intervals appropriate to various stages of construction to observe, as an experienced and qualified design professional, the progress of the Contractor's work. Visits by the Engineer shall be limited to spot checking and similar methods of general observation of the work as assisted by the RPR.
  - c. Receive, review, and transmit to the City all Contractor requests for City staff involvement and approvals, such as valve and hydrant operation requests, water quality sampling requests, traffic control reviews, etc. Assure required advance notice requirements are being met by Contractor for all requests to the City for reviews, inspections, operations, and testing.
  - d. Review and recommend monthly contractor payment requests.
- 7) Schedule, attend, and conduct a weekly construction meeting with the City and Contractor. Allow up to 3 hours per week for the weekly construction meeting and any related follow-up activities.
- 8) Prepare weekly website and email informational update content, including current project maps and work descriptions. The City will host and maintain the website, with content provided by the Engineer. The Engineer will collect email addresses from mailing and meeting responses and disseminate the same content to the email list.
- 9) Conduct substantial completion and final inspections with City and Contractor. Prepare and monitor punchlist items required for completion of the work by Contractor.

**Task 500 Deliverables:**

1. ***Pre-Construction meeting minutes***
2. ***Pre-Construction photos and videos, upon request***
3. ***Contractor submittals; electronic copy to City***
4. ***Weekly RPR Inspection Reports, upon request***
5. ***Monthly Quality Assurance Materials Testing Reports, upon request***
6. ***Miscellaneous construction forms, as required***
7. ***Weekly website and e-mail update content***

## **8. Construction Punchlist, upon request**

### **Task 600 – Construction Staking**

- 1) One surveyor to attend weekly construction meetings. Two (2) hours per week for the weekly construction meeting through the contract duration is assumed to cover travel, meeting time and any follow-up activities related to the meeting.
- 2) Control set for topographic survey for design will be verified. Densify and transfer vertical control for the baseline at 100-foot intervals on one side of the roadway. Baseline offsets will be placed as far away from construction activities as feasible and will show hub elevation, stationing, and appropriate finished grade cut/fills to the roadway section.
- 3) Provide preliminary staking of stationing, construction limits, and/or ROW for potential utility relocations and project planning
- 4) Develop staking sheets and electronic files from plans. Provide personnel, equipment, and supplies for field staking of principal elements of the construction layout to give the Contractor measurements, lines, locations, and grade necessary for construction. One-time staking for the following construction activities is included in this scope of services.
  - a. Stake curb and gutter (all types) at 25-foot intervals at 2-foot offset to back of curb, including all PCs, PTs, and critical vertical geometry.
  - b. Stake storm drain manholes and inlets, sanitary sewer manholes, and water system features only (no pipe staking) and provide temporary benchmarks adjacent to the work.
  - c. Stake horizontal position of signal/light poles.
  - d. Stake new sign assembly foundation locations behind sidewalk by station only. Offset to be determined by others.
  - e. Provide sufficient control for pavement marking locations including beginning and end points, intermittent points (if length is greater than 50 feet), transition points, and word and symbol locations.
  - f. Stake driveway/approach locations.
  - g. It is assumed control for paving shall be provided by the Contractor.

### **Task 600 Deliverables:**

1. **Contractor Staking Requests, upon request**
2. **Survey Notes, upon request**

### **Task 601 – Miscellaneous Staking & Survey**

- 1) At the request of the City of Billings, address miscellaneous staking requests for fence corners, property lines, and utilities (power, communications, gas, etc.) up to a maximum of 40, 2-man crew hours and 12 professional hours.
- 2) Property pins are assumed not to be disturbed. However, due to the proximity of the work to the right-of-way line, DOWL will provide the contractor with an exhibit of the known property corners. The contractor will notify DOWL if a property pin is disturbed. DOWL will reset up to seven (7) property pins as requested by the City.

### **Task 700 – Record Drawings and Project Completion**

- 1) DOWL will prepare record drawings based on City-supplied construction notes and drawings upon project completion.

- 2) DOWL will attend and assist the City on a one-year warranty walk-through of the project.

***Task 700 Deliverables:***

1. ***Record Drawings***

## Appendix B

### Methods and Times of Payment

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

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

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

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

1. Project Management and Public Outreach	\$12,735.00
2. Preliminary Design	\$197,901.25
3. Final Design	\$146,525.00
4. Preconstruction Services	\$5,910.00
5. Construction Administration Services	\$210,597.50
Total	\$573,668.75

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**

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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.
- C. Revisions or additions when such revisions or additions are inconsistent with written approvals or instructions previously given, required by enactment or revisions of codes, laws, or regulations, or are due to other causes not solely within control of the Engineer.
- D. As may be requested by Billings, additional design services not included in the original scope of work as outlined in Appendix A.
- E. Additional time and/or services resulting from additional requirements imposed by any funding source for use of those funds, as outlined in Part I, Section 14 of this Contract.

## **Appendix D**

### **Schedule of Professional Fees**

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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 in the attached fee schedule.

The itemized schedule provided 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.



## MONTANA FEE SCHEDULE

### Personnel Billing Rates

Personnel are identified on our invoices by name and/or labor category.

Description	Rate	Description	Rate
Accounting Manager	\$155	Engineer VI	\$170
Accounting Technician	\$85	Engineer VII	\$180
Administrative Assistant	\$60	Engineer VIII	\$190
Administrative Manager	\$95	Engineer IX	\$215
Biologist I	\$100	Engineer X	\$230
Biologist II	\$110	Engineering Technician I	\$70
Biologist III	\$120	Engineering Technician II	\$85
Biologist IV	\$130	Engineering Technician III	\$95
Biologist V	\$175	Engineering Technician IV	\$115
CAD Drafter I	\$75	Engineering Technician V	\$125
CAD Drafter II	\$90	Engineering Technician VI	\$145
CAD Drafter III	\$100	Environmental Specialist I	\$90
CAD Drafter IV	\$110	Environmental Specialist II	\$105
CAD Drafter V	\$120	Environmental Specialist III	\$110
Civil and Transportation Designer	\$95	Environmental Specialist IV	\$120
Contract Administrator I	\$130	Environmental Specialist V	\$125
Contract Administrator II	\$155	Environmental Specialist VI	\$170
Corporate Development Manager	\$180	Environmental Specialist VII	\$180
Crew Chief I	\$90	Environmental Specialist VIII	\$190
Crew Chief II	\$100	Environmental Specialist IX	\$215
Crew Chief III	\$105	Environmental Specialist X	\$225
Crew Chief IV	\$115	Field Project Representative I	\$85
Crew Chief V	\$125	Field Project Representative II	\$95
Cultural Resources Specialist I	\$90	Field Project Representative III	\$125
Cultural Resources Specialist II	\$105	Geologist I	\$100
Cultural Resources Specialist III	\$115	Geologist II	\$110
Cultural Resources Specialist IV	\$135	Geologist III	\$120
Cultural Resources Specialist V	\$165	Geologist IV	\$140
Document Production Supervisor	\$120	Geologist V	\$165
Engineer I	\$95	GIS Technician	\$75
Engineer II	\$105	GIS Specialist	\$90
Engineer III	\$115	GIS Coordinator	\$140
Engineer IV	\$140	Graphics Designer	\$100
Engineer V	\$160	Inspector I	\$90



Inspector II	\$105
Inspector III	\$110
Inspector - Supervisor	\$130
Intern I	\$55
Intern II	\$75
Laboratory Supervisor	\$80
Laboratory Manager	\$95
Landscape Architect I	\$100
Landscape Architect II	\$115
Landscape Architect III	\$130
Landscape Architect IV	\$145
Landscape Architect V	\$160
Landscape Architect VI	\$170
Landscape Architect VII	\$180
Landscape Planner	\$105
Landscape Designer	\$85
Lead Materials Technician	\$85
Marketing & Administrative Manager	\$180
Marketing Assistant	\$75
Marketing Coordinator	\$95
Materials Technician	\$60
Materials Technician II	\$70
Materials Manager	\$100
Planner I	\$90
Planner II	\$105
Planner III	\$125
Planner IV	\$145
Planner V	\$160
Planner VI	\$170
Planner VII	\$180
Planner VIII	\$190
Planner IX	\$210
Planner X	\$250
Professional Land Surveyor I	\$90
Professional Land Surveyor II	\$100
Professional Land Surveyor III	\$110
Professional Land Surveyor IV	\$120
Professional Land Surveyor V	\$130
Professional Land Surveyor VI	\$135
Professional Land Surveyor VII	\$145

Professional Land Surveyor VIII	\$155
Professional Land Surveyor IX	\$170
Professional Land Surveyor X	\$190
Project Assistant I	\$85
Project Assistant II	\$100
Project Administrator	\$100
Project Controller	\$125
Project Manager I	\$125
Project Manager II	\$140
Project Manager III	\$155
Project Manager IV	\$170
Project Manager V	\$185
Project Manager VI	\$200
Project Manager VII	\$215
Proposal Manager	\$110
Public Involvement Assistant	\$85
Public Involvement Planner	\$105
Public Involvement Coordinator	\$115
Public Involvement Program Manager	\$170
Real Estate Services Manager	\$150
Right of Way Assistant	\$85
Right of Way Agent I	\$95
Right of Way Agent II	\$110
Right of Way Agent III	\$125
Right of Way Agent IV	\$135
Right of Way Agent V	\$150
Right of Way Agent VI	\$185
Risk Manager	\$170
Senior CAD Drafter	\$135
Senior Civil and Transportation Designer	\$140
Senior Manager I	\$200
Senior Manager II	\$220
Senior Manager III	\$230
Senior Manager IV	\$265
Senior Manager V	\$275
Senior Manager VI	\$295
Senior Materials Technician	\$90
Senior Proposal Manager	\$155
Survey Crew Surveyor I	\$60
Survey Crew Surveyor II	\$70



Survey Crew Surveyor III	\$80	Survey Technician VI	\$105
Survey Crew Surveyor IV	\$90	Survey Technician VII	\$110
Survey Crew Surveyor V	\$100	Survey Technician VIII	\$120
Survey Technician I	\$55	Survey Technician IX	\$140
Survey Technician II	\$65	Survey Technician -- Supervisor	\$120
Survey Technician III	\$75	Systems Administrator	\$125
Survey Technician IV	\$85	Technical Coordinator	\$150
Survey Technician V	\$95		

**Survey Crews**

One-Person Survey Crew	=	\$120/hour
One-Person Survey Crew GPS/ Robotics	=	\$130/hour
Two-Person Survey Crew (Non-GPS)	=	\$160/hour
Two-Person Survey Crew	=	\$180/hour
Two-Person Survey Crew GPS/ Robotics	=	\$190/hour
Two-Person Survey Crew (PLS + LSIT)	=	\$225/hour
Three-Person Survey Crew	=	\$260/hour

**Travel, Mileage, & Miscellaneous**

Lodging	=	Cost per night
Airfare	=	Cost
Vehicle Usage – Passenger Cars	=	0.85/mile
Vehicle Usage – Trucks & SUV's	=	1.05/mile
Printing/Supplies/Phone/Fax/Postage	=	Note 3
In-House Usage Charges	=	Note 4

**Per Diem**

Unless otherwise specified contractually, per diem will be billed when travel is more than 50 miles from the office during a meal allowance period of three or more consecutive hours or involves an overnight stay. The three meal allowance periods are breakfast (midnight to 10 am), lunch (10 am – 3 pm) and dinner (3 pm to midnight).

	Breakfast	Lunch	Dinner	Incidentals	GSA Per Diem Rate
<b>Billings</b>	\$13.00	\$14.00	\$23.00	\$5.00	\$55.00
<b>Bozeman</b>	\$14.00	\$16.00	\$26.00	\$5.00	\$61.00
<b>Butte</b>	\$13.00	\$14.00	\$23.00	\$5.00	\$55.00
<b>Helena</b>	\$16.00	\$17.00	\$28.00	\$5.00	\$66.00

All other cities not listed above, please use the following link: <https://www.gsa.gov/travel/plan-book/per-diem-rates>  
 Please use the following link for the meal breakdown: <https://www.gsa.gov/travel/plan-book/per-diem-rates/meals-and-incidentals-expenses-mie-breakdown>

**Notes**

1. DOWL's Professional Services Fee Schedule is subject to adjustment each year or at the end of a contract period, whichever is appropriate. Should adjustments be anticipated or required, such adjustments will not affect existing contracts without prior agreement between Client and DOWL.
2. Straight-time rates are given. Multiply by 1.5 for overtime rates. Overtime rates will be applied at the rate prescribed by applicable state law.
3. Direct reimbursable expenses such as travel, freight, subcontractors, and request beyond those requests considered reasonable by the Project Manager for phone/fax/postage, office supplies, reproduction and photography, and laboratory analysis will be billed at cost plus the negotiated markup.
4. In-house equipment usage charges or specialized software/equipment that are not separately stated on the fee schedule will be negotiated at rates deemed fair and reasonable.
5. Late charges will be assessed on the unpaid balance of all accounts not paid within 30 days of the billing date, at a rate of 1.0 percent per month (12% per year).

## **Appendix E**

### **Project Schedule**

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Based on a notice to proceed by Billings date no later than December 16, 2019, the completion date for the Engineer's work shall be on or before November 30, 2021 based on the following estimated schedule for major deliverables:

1. Preliminary Design – July 2020
2. Final Design – October 2020
3. Bidding – November 2020
4. Construction Start – May 2021
5. Construction Wrap up – November 2021
6. One Year Warranty Walk Thru – October 2022

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.

## **Appendix F**

### **Certificate(s) of Insurance**

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(Attach Certificate(s) of Insurance)

**Regular City Council Meeting**

**Meeting Date:** 12/16/2019

**TITLE:** WO 20-15: Wicks Lane Improvements Project Professional Services Contract

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

**Department:** Public Works

**Presentation:** No

**PROBLEM/ISSUE STATEMENT**

Staff is requesting that City Council consider awarding a professional engineering services contract to KLJ Engineering, in the amount of \$226,099 for design and construction administration services for WO 20-15: Wicks Lane Improvements. This project includes improvements to approximately 2,700-feet of Wicks Lane between Bench Boulevard and Hawthorne Lane. Improvements will include a widened road section, curb, gutter, and sidewalk, storm drain infrastructure, ADA improvements, private utility relocates, and upgrades to the Kiwanis Trail crossing at Wicks Lane. KLJ was selected from proposals. Other firms that submitted were HDR, DOWL and Sanderson Stewart.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve awarding the professional engineering services contract to KLJ Engineering, or;
- Not approve awarding the professional engineering services contract to KLJ Engineering. If the project is not awarded the corridor will not receive necessary pedestrian safety improvements and the existing pavement surface will continue to deteriorate.

**FINANCIAL IMPACT**

Budgeted Amount (Originally 19th/20th and Monad)	\$3,000,000
Previously Encumbered	\$0
This contract	\$226,099
Budget Remaining	\$2,773,901

The Monad/19th and 20th intersection was included in the FY20 budget. After the preliminary intersection study, it was determined that the intersection was operating at a higher level than anticipated and improvements could be delayed for several years. Staff determined that moving Wicks Lane forward could be accomplished and would be beneficial. Arterial construction fees will be used for the project.

**RECOMMENDATION**

Staff recommends that City Council award a professional engineering services contract for the design and the construction administration of WO 20-15: Wicks Lane Improvements to KLJ Engineering in the amount not to exceed \$226,099.

**APPROVED BY CITY ADMINISTRATOR**

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## **Attachments**

WO 20-15\_Wicks Lane Improvements\_Prof Services Contract\_Final

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# Contract for Professional Architectural and Engineering Services

## Work Order 20-15: Wicks Lane Improvements

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In consideration of the mutual promises herein, City of Billings and KLJ 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 7 pages (Basic Services of Contractor);

Appendix B consisting of 1 pages (Methods and Times of Payment);

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

Appendix D consisting of 2 pages (Schedule of Professional Fees);

Appendix E consisting of 1 pages (Project Schedule);

Appendix F consisting of 1 pages (Certificate(s) of Insurance); and

### **PART I SPECIAL PROVISIONS**

#### Section 1. Definitions.

In this Contract:

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

#### 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 Engineer shall provide as-built drawings as approved by the City of Billings, to the Administrator within 30 days after the project completion date. Final payment will be withheld until the as-built drawings are received by the City of Billings. Requirements for submitting as constructed documents of completed Private Contracts, Work Orders, Special Improvement Districts and Site plans involving any City of Billings infrastructure: a point file; 1 (\*.asc, \*.txt, comma delimited; point number, northing, easting, elevation and description) / 2 (\*.csv, with headings for; point number, northing, easting, elevation and description), with northings and eastings to the nearest tenth of a foot, elevations to the nearest hundredth of a foot, representing new, updated or relocated City of Billings infrastructure features such as, but not limited to Sanitary Sewer Manholes, Storm Drain Manholes, Water Valves, Water Bends, Signals, Street Light, etc., in the coordinates of Montana State Plane, Zone 2500 using NAD83(2011), Horizontal and NAVD88 Vertical, Horizontal units and Vertical units will be International feet, one half size paper copy to scale, one full size paper copy to scale, two CD's or DVD's with PDF files being half size to scale and full size to scale and AutoCAD DWG files as-constructed / as-built, Version 2016, or equivalent.
- ~~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, 2020.

### Section 4. Compensation; Method of Payment.

- A. 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.
- B. The Contractor is not entitled to any compensation under this Contract, other than is expressly provided for in this Section.
- C. As a condition of payment, the Contractor shall have paid all City taxes currently due and owing by the Contractor.

### Section 5. Termination of the Contractor's Services.

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

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

#### Section 6. Duties Upon Termination

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

#### Section 7. Insurance.

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

- B. The Contractor shall provide the following insurance:
1. Workers' compensation and employer's liability coverage as required by Montana law.
  2. Commercial general liability, including contractual and personal injury coverage's -- \$1,500,000 per occurrence.
  3. Commercial automobile liability -- \$1,500,000 per accident.
  4. Professional liability in the amount of \$1,500,000 per claim.
- C. Each policy of insurance required by this Section shall provide for no less than 30 days' advance notice to Billings prior to cancellation.
- D. Billings SHALL be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies. In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

### Section 8. Assignments.

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

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

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

seals and dates removed, will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for adaptation.

Section 10. Notices.

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

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

Contractor: KLJ  
Matt Corcoran, P.E.  
Project Manager  
2611 Gabel Road  
Billings, MT 59102 FAX: (406) 855-288-8055

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

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

Section 13. Financial Management System.

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

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

#### Section 14. Funding Requirements.

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

#### Section 15. Subcontracts.

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

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

## **PART II GENERAL CONTRACT PROVISIONS**

### Section 1. Relationship of Parties.

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

### 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: Matt Corcoran, P.E.  
(Project Manager)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

The Contractor shall indemnify, defend, save, and hold Billings harmless from any and all claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees and costs, arising from any wrongful or

negligent act, error or omission of the Contractor or any agent, employee or subcontractor as a result of the Contractor's or any subcontractor's performance pursuant to this Contract.

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

#### Section 10. Inspection and Retention of Records.

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

#### Section 11. Availability of Funds.

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

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

City of Billings

Contractor

\_\_\_\_\_  
William A. Cole, Mayor

\_\_\_\_\_

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

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

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

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

ATTEST:

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

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

APPROVED AS TO FORM:

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

By\_\_\_\_\_

BRENT BROOKS, City Attorney

## Appendix A

### Basic Services of Engineer

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

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

Modifications to MPWSS) will be submitted as proof of this review with one copy of each payroll.

- K. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project the Task Director designated for the Engineer is Matt Corcoran, PE.

## 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 JD Anderson.

## Section 3. Scope of Work.

### **PROJECT SUMMARY**

Engineer will be responsible for survey, preliminary engineering, design, bidding and construction administration for approximately 2,700 liner feet of roadway reconstruction on Wicks Lane between Bench Boulevard and Hawthorne Lane identified in the City of Billings W.O. 20-15. The project will terminate at the west side of Hawthorne Lane. Engineer's services described below are based on survey and design commencing in December 2019 and bidding in June 2020. Construction is anticipated to begin in July/August 2020 and finish prior to December 2020, followed by close-out phase activities.

### **SERVICES TO BE PERFORMED**

#### **100 PROJECT MANAGEMENT**

Engineer will provide project management necessary to complete services described below, throughout the anticipated project duration. This includes developing a project management plan, leading the team, assuring coherence with project objectives, specifying tasks and resources, tracking budgets and timelines and communicating with Billings. The project manager will handle day to day activities and coordination for all actions throughout the duration of the project. The project manager will also assure quality control procedures are ongoing throughout the project. The project manager will be the liaison between external parties and the Engineer's team. The project manager will notify Billings of ongoing progress along with any concerns. If any items arise during the duration of the project that are outside this scope of work, the project manager will address them with Billings. Ultimately, the project manager is accountable for delivering a successful project.

##### **101 Work Plan**

Prepare a work plan to establish communication protocol, means to control scope of work, track schedules and budget, assign engineering team and subconsultant roles, assure quality and manage project production.

##### **102 Kick-off Meetings and Project Schedule**

Conduct an internal kick-off meeting to review work tasks and establish schedule milestones. At the kick-off meeting the approach for completing work, schedule and team responsibilities will be refined. Following the kick-off meeting, the schedule will be modified to include milestone dates for the major work items. The schedule will be reviewed and adjusted as necessary to incorporate changes in the work concept and progress to-date. Conduct an external kick-off meeting to include Billings' engineering staff to discuss the project schedule and work plan. Maintain and update the schedule prior to construction.

### **103 Project Coordination**

Project coordination will occur throughout the project duration and include Billings staff, Engineer's staff, subconsultants, utility owners, construction contractor and other stakeholders.

### **104 Budget Monitoring and Progress Reports**

Manage the timeline and budget. Prepare monthly invoices and progress reports according to Billings' requirements.

### **105 Unscheduled External Meetings**

Attend unscheduled external meetings with Billings or other stakeholders. Provide meeting documentation upon request. Five (5) unscheduled meetings are included throughout the project duration.

## **200 PUBLIC INVOLVEMENT**

Billings will coordinate with news media as needed, develop a landowner mailing list, schedule, arrange and facilitate all public meetings, coordinate with City Council and provide all inter-department coordination as needed. Billings will be responsible for all communication with property and private utility owners other than at the public meetings including, mailings, invitations and one-on-one meetings. KLJ's scope is limited to attendance at the public informational meetings and preparation of materials for the meetings.

### **201 Public Informational Meetings**

Attend two (2) public informational meetings. One (1) during design and one (1) following contract award, prior to construction. Provide exhibits consisting of construction drawings and a plan view depicting the overall project areas. Assist Billings and its construction contractor with facilitating the meeting.

## **300 PRELIMINARY DESIGN ENGINEERING**

Preliminary design engineering encompasses preliminary tasks such as data collection, investigation and analysis necessary to secure input from Billings' engineering staff and concurrence on the project direction. This phase also includes preliminary design and generating draft construction drawings and specifications. Given the time-sensitive nature of awarding the construction contract; several tasks will be completed concurrently. Engineer and Billings will collaborate to streamline decision-making and reduce design iterations and formal submittals.

### **301 Topographic Survey and Base Mapping**

KLJ will perform a boundary survey based on the property pins and recorded plats along the corridor. Fee assumes pins will be in-place in their correct locations.

In addition to boundary, Engineer will perform topographic survey of the evident surface features and underground utilities as marked by One Call.

Primary control points will be established as Montana NAD83 (2002) OPUS corrected State Plane Coordinates or City of Billings Coordinates Datum if available. Prior to beginning data collection, a level network will be run through all control points and tied to the published City of Billings Vertical Datum.

An existing conditions base map will be created for design and construction purposes.

### **302 Background Data Gathering and Evaluation**

Evaluate existing record information related to the project from public records. Information will include record drawings, construction documentation relating to groundwater depths and excavation, record utility drawings, right-of-way maps and/or record plats, previous design reports and studies, and water service locations. Billings will provide Engineer the aforementioned record drawings, service data, design reports, construction documentation and geotechnical reports.

### **303 Traffic Engineering**

The Billings 2018 LRTP will be broken down into daily and turning movement volumes on the corridor level. AADT volume projections for 2045 will be developed with the City of Billings input which include analysis of future developments, land use projections, and parallel studies. The 2045 AADT projections

will be used to forecast turning movements based on the Iterative Directional Volume Estimation Method originally developed and documented in NCHRP Report 765.

A detailed design will be completed of one (1) new rectangular rapid flashing beacons system at the trail crossing. Preliminary and final beacon design will be completed, which includes a layout, wiring diagram, details, and post mounted signs

#### **304 Geotechnical Investigation**

Complete a geotechnical field investigation, including the following general items:

- Conduct three (3) soil borings extending to a depth of 12 feet.
- Measure groundwater depths at each boring location, if encountered.
- Prepare Log of Boring sheets showing the soil and groundwater conditions encountered.

The scope assumes the standard City section for minor arterials will be used, 4-inches of asphalt concrete over 12-inches of base course.

#### **305 Private Utility Coordination**

Coordinate with private utility owners within the corridor on potential conflicts. It's assumed that any potholing will be part of the construction contract, and Billings will handle all coordination with irrigation companies.

#### **306 Preliminary Drainage Analysis**

Based on the City's Stormwater Management Manual, inlets and laterals will be placed and analyzed to maintain travel lanes in the design storm. No analysis is anticipated for the existing storm drain in Wicks. However, if it becomes necessary, it could be provided as Additional Services.

#### **307 Preliminary Design and Construction Drawings**

Review data obtained from Billings, utility owners and surveys. Summarize technical constraints, missing information, constructability concerns, access considerations and discuss with Billings on an ongoing basis.

Preliminary profile and layout drawings will be produced. Drawings will include proposed lane configuration, driveway layouts, sidewalk layouts and preliminary storm inlet placements. Private utilities will also be depicted, and potential conflicts will be highlighted. The preliminary drawings will be used for the initial neighborhood communications and meeting.

Plans will be on the customary 11X17 plan sheets with cover, details, notes and construction drawings.

#### **308 Preliminary Opinion of Construction Cost**

Perform quantity take-offs and create an initial opinion of construction cost to reflect design efforts to-date, including contingency.

#### **309 Special Improvement District Coordination**

Supply exhibits, quantities and estimated costs to assist in Special Improvement District creation. Fee assumed City staff will produce the creation documents.

#### **310 Quality Assurance Review**

Conduct internal quality assurance review according to Engineer's quality assurance and quality control procedures.

#### **311 Preliminary Design Engineering Phase Submittal**

Submit construction drawings, project manual, and opinion of probable cost to Billings for review and comment.

**312 Preliminary Design Review Meeting**

Conduct a milestone review meeting to discuss the results of the Design Engineering phase. Minutes will be provided following the meeting.

**400 DESIGN ENGINEERING AND BIDDING**

**401 Alternative Analysis and Value Engineering**

In cooperation with Billings, evaluate cost saving scenarios such as construction sequencing efficiency and alternative bid items.

**402 Draft Project Manual**

Prepare draft technical specifications and special provisions for review based on design to-date. Billings will provide examples of preferred technical specifications for related projects. Engineer will assemble the project manual.

**403 Quality Assurance Review**

Conduct internal quality assurance review according to Engineer's quality assurance and quality control procedures.

**404 Final Drawings, Specifications, and Project Manual Revisions**

Address comments from Billings' review of Design Engineering documents. Prepare and seal final bid documents.

**405 Final Quantities and Opinion of Construction Cost**

Prior to bidding, update the bid form and opinion of probable construction cost to reflect any modifications.

**406 Bid Administration and Award Recommendation**

Assemble twenty (20) sets of bid documents for distribution and coordinate with Billings and other entities required for advertisement and bidding. Respond to potential bidder questions, maintain a plan holders list, and assemble and distribute addenda as appropriate to clarify the contract documents. Prepare an agenda, facilitate the pre-bid meeting and respond to questions as needed. Attend the bid opening to be conducted by Billings. Review the bids received, prepare a bid tabulation, and prepare a Notice of Award recommendation to Billings.

**407 Execution of Contract Documents**

Upon dissemination of the Notice of Award assemble, distribute, and coordinate execution of the contract documents.

**408 Issue Conformed Drawings and Project Manuals**

Produce the appropriate number of conformed drawings and project manual copies requested by the Billings and construction contractor.

**600 CONSTRUCTION PHASE SERVICES**

It is anticipated that the construction contract will begin in August 2020 and be completed in the winter of 2020. For the purposes of Engineer's construction phase scope of services, it is assumed there will be one prime contractor. Engineer will provide construction administration and observation services with a resident project representative (RPR) for an estimated 90 calendar day construction contract (13 weeks), which is the bases for Engineer's fee to complete the tasks below.

**601 Preconstruction Conference and Notice to Proceed**

Schedule and facilitate a preconstruction conference to coordinate and schedule with the construction contractor and answer project questions, including meeting minutes. Prepare and process a Notice to Proceed upon Billings' approval.

## **602 Construction Survey**

Provide construction staking outlined below, the scope of which is based on several assumptions about the final project design. If it is determined following design that more staking services will be required than those specified below, a supplemental estimate will be prepared for additional staking services.

- Horizontal and vertical control – verify and reestablish horizontal and vertical coordinates of control required for construction staking at a frequency suitable for construction.
- Vertical and Horizontal alignment of curb & gutter at 25-foot intervals
- Locations of drive approaches, pedestrian ramps and permanent traffic control devices.
- No staking is included in this scope for the following:
  - Private utility relocation
  - Demolition limits
  - Any other item not specified in this scope

The total number of Engineer's survey crew project site mobilizations included in the tasks above is five (5). Construction stakes for each item, including establishing horizontal and vertical control, will be provided one time. The Engineer will provide Billings with a periodic staking request status report and will not exceed the specified number of trips without prior approval by Billings.

Engineer-provided staking services will be identified in the project bidding documents. The construction contractor will be responsible for preserving all stakes throughout construction in accordance with the General Conditions. All other surveys required for construction of the project shall be the responsibility of the construction contractor. Re-staking or additional trips required will be provided as Additional Services. Any re-staking costs will be paid by Billings to the Engineer and then subsequently deducted from the construction contractor's payment.

## **603 Submittal Review**

Review of product submittals and shop drawings for compliance with plans and specifications. A total of two reviews is provided in the scope for each product. Additional reviews due to construction contractor's failure to add review comments or due to alternate products submitted following initial submittal will be provided as Additional Services.

## **604 Construction Administration**

Provide coordination and administration of project construction activities. Prepare project correspondence, and monthly pay applications. Respond to requests for information (RFIs). Evaluate change order requests and provide recommendations to Billings. Facilitate negotiations on change orders if any from either Billings or the construction contractor and prepare change orders.

## **605 Review Progress Schedules**

Review construction progress schedule to identify conformance with contract time, and coordinate address any issues with Billings and construction contractor.

## **606 Progress Meetings and Site Visits**

Facilitate weekly meetings during construction to discuss progress with Billings and construction contractor. Project Engineer will also conduct periodic site visits in addition to the weekly meetings. Engineer's fee includes a combined eight (8) meetings and site visits.

## **607 Construction Observation**

Assign an RPR to provide construction observation as necessary to ensure the construction contractor complies with contract documents. This includes full-time construction observation for storm drain installation, concrete or asphalt paving. Part-time observation will be provided during demolition work, forming for concrete work, grading and compaction of road base, clean-up and the other minor construction tasks.

The RPR's responsibilities include maintaining a diary of construction activities, observations, and material quantities, attending progress meetings, taking construction photographs, communicating project issues with the construction contractor and project manager, communicating with property owners,

coordination with Billings' quality assurance testing organization, and assisting the construction contractor by providing clarifications to design and construction requirements as needed.

Engineer anticipates 220 hours of RPR time will be required to provide the above services using the following breakdown:

$$220 = (11 \text{ weeks half-time}) * 40 \text{ hours/week observation}$$

RPR hours exceeding this amount are Additional Services and would require written authorization prior to proceeding. Construction observation time resulting from construction contractor working outside of normal work hours, as will be defined in the construction contract documents will be paid by Billings to the Engineer and then deducted from the construction contractor's payment.

#### **608 Substantial Completion Walkthrough**

Schedule and facilitate a walkthrough with the construction contractor and Billings to review all project components. Prepare a punch list of incomplete or unsatisfactory items to be resolved before final project closeout. Create and issue Certificate of Substantial Completion.

#### **609 Final Walkthrough and Project Closeout**

Schedule and facilitate a final walkthrough with the construction contractor and Billings to review the punch list developed during the substantial completion walkthrough to ensure punch list items satisfactorily completed.

#### **610 Record Drawings and Providing Electronic Files**

Complete record drawings and provide to Billings and DEQ.

#### **611 1-Year Warranty Review**

Approximately 11 months after substantial completion, schedule with all parties and be present at a 1-year warranty walkthrough of all project components. Coordinate warranty repairs with the construction contractor.

## **EXCLUSIONS**

This scope of work contains specific information regarding tasks, number of iterations, and deliverables included in the Agreement. Additional Services beyond this scope of work are extra and will be addressed as a contract amendment. As a supplement to Appendix C and in addition to those specifically identified in the above tasks, the following list, which is not intended to be exclusive, summarizes services not included in Engineer's scope of work.

- Hydraulic modeling of storm trunk main
- Sanitary sewer design
- Storm drain design beyond laterals as identified in the scope
- Designing private utility modifications
- Landscaping and irrigation design (impacts will be a like-for-like replacement)
- Structural design
- Artistic renderings and models
- Environmental studies, documentation and permitting
- Temporary or permanent easements
- Resetting lost or destroyed survey monuments after construction
- Subsurface Utility Engineering
- Preparation of change orders, which require additional engineering design or construction review
- Permit application review fees
- Preparation of a Stormwater Pollution Prevention Plan (SWPPP) or any documents necessary to obtain coverage under the General Permit for Stormwater Discharges Associated with Construction Activities.

## Appendix B

### Methods and Times of Payment

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

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

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

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

1. Design and Construction Administration Services                      \$226,099.00

- 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**

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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.
- C. Revisions or additions when such revisions or additions are inconsistent with written approvals or instructions previously given, required by enactment or revisions of codes, laws, or regulations, or are due to other causes not solely within control of the Engineer.
- D. As may be requested by Billings, additional design services not included in the original scope of work as outlined in Appendix A.
- E. Additional time and/or services resulting from additional requirements imposed by any funding source for use of those funds, as outlined in Part I, Section 14 of this Contract.

## **Appendix D**

### **Schedule of Professional Fees**

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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.

(Please see attached rates)

## 2019 Hourly Rate Sheet

KLJ Staff Type	Standard Rate	KLJ Staff Type	Standard Rate
Archaeologist I	\$84	OSP Designer I	\$111
Archaeologist II	\$95	OSP Designer II	\$130
Archaeologist III	\$130	OSP Designer III	\$149
Archaeologist IV	\$155	OSP Designer IV	\$171
Archaeologist Tech	\$80	Paleontologist	\$126
Architect I	\$114	Paleontologist Tech	\$76
Architect II	\$126	Planner I	\$108
Architect III	\$159	Planner II	\$144
Architectural Historian	\$126	Planner III	\$180
CADD Technician I	\$92	Planner IV	\$216
CADD Technician II	\$103	Project Assistant I	\$76
CADD Technician III	\$122	Project Assistant II	\$92
CADD Technician IV	\$145	Project Assistant III	\$103
Contract Administrator	\$112	Project Assistant IV	\$122
Electrical Power Engineer I	\$126	Project Controls Specialist I	\$141
Electrical Power Engineer II	\$144	Project Controls Specialist II	\$155
Electrical Power Engineer III	\$180	Project Manager	\$209
Engineer I	\$112	Proposal Coordinator	\$84
Engineer II	\$127	Proposal Manager	\$112
Engineer III	\$162	Research Analyst	\$84
Engineer IV	\$202	Right of Way Agent I	\$98
Engineer V	\$234	Right-of-Way Agent II	\$123
Engineer VI	\$278	Right-of-Way Agent III	\$141
Engineering Technician I	\$84	Right-of-Way Agent IV	\$173
Engineering Technician II	\$114	Senior Project Manager	\$274
Engineering Technician III	\$145	Structural Engineer I	\$101
Engineering Technician IV	\$171	Structural Engineer II	\$119
Environmental Planner I	\$95	Structural Engineer III	\$155
Environmental Planner II	\$114	Structural Engineer IV	\$209
Environmental Planner III	\$127	Structural Engineer V	\$216
Environmental Planner IV	\$180	Survey Technician	\$84
Environmental Planner V	\$224	Surveyor I	\$99
Environmental Tech	\$80	Surveyor II	\$114
GIS Analyst I	\$95	Surveyor III	\$133
GIS Analyst II	\$114	Surveyor IV	\$159
GIS Analyst III	\$134	Surveyor IV-PM	\$198
GIS Analyst IV	\$188	Surveyor V	\$234
GIS Technician	\$84	Transmission Engineer I	\$116
Government Relations Manager	\$130	Transmission Engineer II	\$148

Government Relations Specialist I	\$103	Transmission Engineer III	\$170
Government Relations Specialist II	\$116	Transmission Engineer IV	\$224
Graphic Designer	\$103	Visual Designer	\$116
Hydrogeologist	\$216	1 Person Survey Crew	\$185
Hydrogeological Technician	\$114	2 Person Survey Crew	\$247
Landscape Architect I	\$95	Pipeline Inspector	\$170
Landscape Architect II	\$119	Divisional Director	\$252
Landscape Architect III	\$155		
Landscape Architect IV	\$170		

<b>Reimbursable Expenses (if applicable)</b>	
Time and Half for Overtime	Included in Hourly Rate
ATV, UTV, Snowmobile	Included in Hourly Rate
Survey Equipment	Included in Hourly Rate
CAD and GIS Work Station	Included in Hourly Rate
Postage and Routing Printing Cost	Included in Hourly Rate
Mileage	Included in Hourly Rate
Special Equipment/Software	Per Project Basis
Subsistence (Per Diem) - Lodging	Actual Cost
Subsistence (Per Diem) - Meals	Actual Cost
Misc. Project Related Expenses	Cost plus 20%
Sub-Contracts	Cost plus 20%

*\*\*Rates to be renegotiated after January 1st of each calendar year.*

Rate sheet #3244



## **Appendix E**

### **Project Schedule**

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Based on a notice to proceed by Billings date no later than December 17<sup>th</sup>, 2019, the completion date for the Engineer's work through final design shall be:

1. Preliminary Design – February 2020
2. Design Engineering and Bidding – June 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.

## **Appendix F**

### **Certificate(s) of Insurance**

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(Attach Certificate(s) of Insurance)

COI will be provided prior to Contract execution.

**Regular City Council Meeting**

**Meeting Date:** 12/16/2019

**TITLE:** Exchange City Golf Corporation Management Contract Renewal

**PRESENTED BY:** Mike Whitaker

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

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

Since 1977 the City of Billings has contracted the management of the Par 3 Golf Course with the Exchange City Golf Corporation (ECGC) made up of three Downtown Exchange Club members and two Billings residents appointed by the Mayor. The management contract with ECGC expired December 31, 2018. A new contract must be approved for the ECGC to continue management the Par 3 Golf Course.

**ALTERNATIVES ANALYZED**

Staff has analyzed the following alternatives.

1. Authorize the Mayor to execute the proposed management contract. (recommended).
2. Request specific changes in the agreement.
3. Determine alternative means of managing the golf course.

**FINANCIAL IMPACT**

The financial impact of the management contract is significant. The City of Billings receives 2/3 of the profit from the golf course operations. ECGC receives 1/3 of the profit. The City of Billings traditionally receives \$20,000 annual profit from the management of the golf course. ECGC is required to spend their proceeds on outdoor recreation projects in the City of Billings.

**RECOMMENDATION**

Staff recommends that Council authorize the Mayor to execute the Exchange City Golf Course management contract renewal.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Par 3 Golf Course Management Agreement

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## **PAR 3 GOLF COURSE MANAGEMENT AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 between the City of Billings, a Montana municipal corporation herein after referred to as "City", and the Exchange City Golf Corporation, a Montana nonprofit corporation, of Billings, Yellowstone County, State of Montana, hereinafter referred to as "ECGC".

WHEREAS, the parties to this Agreement desire to enter into a contract that provides for ECGC's management of a City owned, 18 hole, Par 3 golf course which is located at 19 South 19th Street West, Billings, Montana 59102 ("the golf course").

In consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

**1. Management of Golf Course.** During the term of this Agreement, ECGC shall provide all supervisory, administrative, and management services that are required or desirable for the proper maintenance and operation of the golf course. Notwithstanding the foregoing, with the prior written approval of the City, ECGC may contract with one or more third parties to perform any of such services. Additionally, with the prior written approval of the City, ECGC may negotiate and enter into loans for golf course purposes, but the terms of such loans shall not provide any recourse for payment other than in a manner that is allowed under this Agreement or otherwise approved by the City.

**2. Contract Monitoring and Budget for Golf Course Operations.** The management and operation of the golf course will be subject to an annual review by City Staff. Such review will include financial statements, maintenance performance, course usage and activities, capital improvements, facilities maintenance, and future programs. On or before the last Monday before Thanksgiving of each year, ECGC shall submit an annual budget to the City Council for approval, setting forth the anticipated expenditures for the operation of the golf course. The City Council shall review and consider approving the proposed budget on or before the last regularly scheduled meeting in December of each year.

**3. Maintenance of Financial Records.** ECGC shall maintain proper books of account and other records of the golf course's operations. From time to time in its discretion, the City may require an audit of such books of account and other records.

**4. Fees and Hours of Operation.** The City shall determine and set the green fees and other appropriate fees that ECGC charges. Additionally, the City shall determine the hours of operation for the golf course.

**5. Insurance and Indemnification.** ECGC shall carry workers compensation insurance in accordance with the applicable laws of the State of Montana. ECGC shall carry and charge as expense of operating the golf course, comprehensive general liability insurance with limits of at least \$750,000 for each claim and \$1,500,000 for each occurrence. ECGC shall name the City of Billings as an additional insured under its comprehensive general liability insurance policy. In the event that ECGC contracts with one or more third parties to perform services for the golf course, ECGC shall require that any such third party comply with the workers' compensation laws of the State of Montana and carry comprehensive general liability insurance limits of at least \$750,000 for each claim and \$1,500,000 for each occurrence. The comprehensive general liability insurance policy of any such third party shall name the City of Billings as an additional insured. ECGC shall, at all times, indemnify and hold the City harmless from and against all liability, loss, damages, costs and expenses, including

litigation expenses and reasonable attorneys' fees, which the City sustains or incurs as a result of the activities of ECGC or its agents or employees in the operation and management of the golf course.

**6. Term.** The term of this Agreement shall commence on its date of execution and shall terminate on December 31, 2023 and shall thereafter be renewable for like terms if both parties consent.

**7. Expenses.** Any item of expense that the City incurs and determines to be a direct or indirect result of the operation of the golf course shall be charged as an expense of operation of the golf course in an amount equal to the portion of such expense that is attributable to the operation of the golf course.

**8. Proceeds from Golf Course Operations.** The parties agree that the proceeds from the operation of the golf course shall be disbursed in the following order of priority:

- (a) expenses of operation;
- (b) debt retirement on any ECGC operating loans;
- (c) reserve for expenses of operation;
- (d) reserve for capital expenditures; and
- (e) discretionary distributions to the City of Billings and the Downtown Exchange Club of Billings in the ratio of 2 to 1 respectively.

Any discretionary distribution that the Downtown Exchange Club of Billings receives from ECGC shall be utilized for outdoor recreation projects within the City of Billings and/or for the development of such City-owned cemeteries, park properties, and recreation programs as the Downtown Exchange Club of Billings determines.

**9. Termination.** In the event that this Agreement is not renewed at the end of the term hereof, all debt that ECGC incurs toward the operation of the golf course shall be retired as provided in this Agreement or by such other means as the parties agree. Upon termination of this Agreement, any and all properties, including improvements, that ECGC owns shall be transferred to the City without any cost to the City.

**10. Subcontracts.** Any subcontracts for provision of services and/or equipment shall ensure that the City is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including its reasonable attorney fees) of any kind related to those matters described in this Agreement. ECGC expressly understands and agrees that it shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. ECGC agrees and understands that utilization of a subcontractor to provide any of the equipment or services in the contract shall in no way relieve it of the responsibility for providing the services as described and set forth herein. ECGC shall require any subcontractor it employs to pay wages, benefits, and expenses in accordance with §§18-2-403, and 18-2-422, MCA.

**11. Bankruptcy.** Upon filing for any bankruptcy or insolvency proceeding by or against ECGC, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, ECGC must notify the City. Upon learning of the actions herein identified, the City reserves the right at its sole discretion to either cancel the contract or re-affirm the contract.

**12. Default.** If ECGC abandons or vacates the golf course prior to the expiration of the term hereof, or if ECGC fails to make payments as set forth herein and said payment is not made within 15 days after written notice is given to ECGC, or if ECGC fails to perform in accordance with any of the other terms and conditions contained herein, and such default is not cured within thirty (30) days after written notice is given to ECGC, then the City, at the City's option and without further notice or demand to ECGC, may enter into possession of the golf course and all improvements thereon and remove all persons there from and may either take possession of

all furniture, equipment, and other personal property of ECGC found on the golf course or remove such property or any part of it and store it at ECGC's expense. The City may then terminate this Agreement.

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

**14. Cancellation of Insurance.** No change or cancellation in insurance shall be made without thirty (30) days written notice to the City. Insurance coverage required in Agreement shall be in force throughout the contract term. Should ECGC fail to provide acceptable evidence of current insurance within ten (10) days of receipt of written notice at any time during the contract term, the City shall have the right to consider the contract breached, justifying the termination thereof.

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

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

ECGC shall furnish City with copies showing one of the following: (1) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

**16. No Implied waivers.** No provision in this document shall be construed, expressly or impliedly, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. Any waiver by the City of any breach of any one (1) or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term of agreement herein contained, nor shall failure on the part of the City to require exact, full or complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping the City from enforcing the full provisions.

**17. Non-Discrimination and Civil Rights Compliance.** ECGC shall not conduct its business at the Golf Course or act in a manner which violates Title VI or Title VII of the Civil Rights Act of 1964, as amended, or Title 49 of the Montana Code Annotated. All hiring must be on the basis of merit and qualifications and there may not be discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract. ECGC shall maintain open hiring and employment practices and shall receive applications for employment in compliance with all requirements of applicable federal, state and local laws and regulations issued pursuant thereto relating to nondiscriminatory hiring and employment practices. ECGC shall serve its customers at the golf course without unlawful discrimination as to any person's age, sex, race, religion, color, national original or handicap.

**18. Applicable Laws.** In connection with the furnishing of supplies of performance of work under the contract, ECGC agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations and executive orders to the extent that the same may be applicable.

**19. Maintenance and Repairs.** ECGC will maintain the below ground level water and sewer lines to the point of services as provided by the utility during the term of the agreement. ECGC shall, to the satisfaction of the City, provide normal and routine daily maintenance of the courses and facilities, designed to keep golf course and equipment in a good state of repair, free from hazardous conditions and deterioration, thus providing for the comfort and safety of visitors and patrons. The standard to be used shall be consistent with Municipal Golf Course operation. The City may retain a golf consultant to evaluate the course. Course deficiencies will be reported in writing to the ECGC. ECGC will respond within 15 days and must take action to correct the deficiencies within 10 days of the response or the City may take action to correct the deficiencies at ECGC's expense.

**20. Facilities.** ECGC represents and acknowledges that it is receiving management and control of the golf course and the personal property on the premises in good order and sanitary condition at the outset of this Agreement.

ECGC assumes sole responsibility for maintenance and repair of all buildings and other improvements on the golf course and ECGC will maintain the golf course in good order and in sanitary and safe condition.

The City will require ECGC to make necessary repairs to meet all code and ADA (Americans with Disabilities Act) requirements and correct any obvious defects.

**21. Capital Improvements.** During the term of this Agreement, ECGC will finance and construct capital improvements as provided for and agreed upon as part of the management agreement. In planning and making capital improvements, ECGC will seek to attain standards comparable to those achieved at other public municipal golf courses.

**22. Ownership of Capital Improvements.** All capital improvements, alterations or additions shall be made at ECGC's sole expense and shall become the property of the City upon termination of this Agreement. ECGC will provide the City with as-built plans for any structural capital improvements or for any underground irrigation system that may be constructed or employed on the golf course.

**23. Liens.** ECGC shall not have the right to create or permit the creation of any lien attaching to any interest in the golf course as a result of any construction of capital improvements, alterations or additions.

**24. Golf Course Uses Only.** The golf course shall be used only and exclusively for golf course operations and such other purposes as are related, and for no other purposes whatsoever, unless approval is granted in writing by the City.

**25. Food and Beverage.** ECGC is hereby authorized to sell food and beverages, including alcoholic beverages, on the golf course, subject to Federal, State, and local laws and/or ordinances. ECGC shall ensure that all local and state health permit and inspections are adhered to, including any services contracted with an outside food/beverage provider. Food and Beverage Operations shall meet the following minimum standards: (1) Yellowstone County Health Department inspection rating of an A at all times during the term of this agreement and (2) At no time shall ECGC allow any condition to exist that would result in an immediate suspension or revocation or intent to suspend or revoke the operational health permit. In the event that ECGC's food and beverage products are reasonably and legally deemed by the City to be of an inappropriate or illegal quality for public sale and consumption, the City shall have the right to order the removal of or improvement in the quality of any such product kept or offered for sale. ECGC represents that it contracts food and beverage sales at the golf course to the Club Pro, and neither receives any revenue nor incurs any expenses directly related to food and beverage sales, but this does not excuse ECGC from complying with the standards set forth in this paragraph or from taking action to assure that the Club Pro or his agents and employees meets or exceeds these standards for all food and beverage sales at the golf course.

**26. Accounts and Books.** ECGC shall maintain a method of accounting in accordance with generally accepted accounting principles on an accrual and/or cash basis as agreed upon by the parties, which correctly and accurately reflects the financial position of ECGC in connection with the operation of the golf course. ECGC shall be required to provide the City access to information relating to the income and expenses incurred in the operation of the golf course.

**27. Sanitation.** No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public or environmental health shall be permitted to remain on the golf course and ECGC shall prevent any accumulation from occurring.

**28. Destruction of the Golf Course.** In the event the golf course or any portion thereof shall be totally or partially destroyed by risk covered by the insurance required, ECGC shall either restore the destroyed portion or terminate this Agreement. ECGC shall make the loss adjustment with the insurance company insuring the loss. If ECGC restores the golf course, ECGC shall receive payment of the proceeds of insurance. If this Agreement is terminated, the City shall receive the payment of proceeds. If the destruction is from a risk for which coverage is not required or provided under said policy of insurance, ECGC may elect to restore the destroyed portion of the golf course at its expense. Said insurance proceeds, if any, shall be held for the benefit of ECGC only in the event of an election by ECGC to restore the destroyed portion of the golf course and shall be disbursed in installments as construction progresses for payment of the costs of restoration.

If ECGC has failed to procure and maintain the required insurance coverage in the amounts specified and the proceeds of such insurance are insufficient to pay the actual costs of restoration, ECGC shall be responsible for the amount of the deficiency.

If ECGC elects to restore the destroyed portion of the golf course, the plans, specifications and construction cost estimates for the restoration shall be prepared by ECGC and forwarded to the City for approval prior to the performance of any work. The City's approval shall not be unreasonably withheld. All work shall be performed in accordance with the approved plans and specifications, unless changes are approved in advance by the City, and in accordance with all laws of the State of Montana pertaining to public works contracts as set forth in §18-2-401, MCA, et seq. and all applicable provisions of Paragraph 10 of this Agreement.

If the destroyed portion or portions of the golf course are restored, this Agreement shall continue in full force and effect. If the destroyed portion or portions of the golf course are not restored, this Agreement shall terminate.

**29. Complete Agreement.** This Agreement contains the entire agreement between the parties, and no statement, promise or inducement that either party or agent of either party makes which is not contained in this Agreement shall be valid or binding. This Agreement may not be enlarged, modified, or amended except in a writing that the parties sign.

**30. Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. Notwithstanding the foregoing, ECGC may not assign this Agreement without the prior written consent of the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF BILLINGS, MONTANA**

**Exchange City Golf Corporation**

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

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

**APPROVED AS TO FORM:**

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

**Regular City Council Meeting**

**Meeting Date:** 12/16/2019

**TITLE:** Memorandum of Understanding Between Housing Authority Board and City of Billings

**PRESENTED BY:** Brent Brooks, City Attorney

**Department:** Legal

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

Recently on September 23 and October 15, 2019, the Mayor and Council amended the ordinance that establishes membership qualifications for City advisory boards and commission. One of the amendments under City Code (BMCC) Section 2.501.1(a) allows for nonresidents to be appointed to a specific advisory board of a governmental or non-governmental entity where a Memorandum of Understanding (MOU) is agreed upon between such organization and the City of Billings.

The Housing Authority of Billings (HAB) is a Municipal Housing Authority created under the statutory authority of Section 7-15-4401 through 7-15-4401, *et seq.*, Montana Code Annotated. The Housing Authority of Billings (HAB) has jurisdiction within the City which also extends to a ten mile radius outside of the City limits. The HAB Board consists of seven commissioners appointed by the Mayor and confirmed by the Billings City Council.

The HAB Board has requested that the City enter into an Memorandum of Understanding (MOU) that allows for a nonresident living within the ten mile HAB radius to be appointed to the HAB Board by the Mayor. The HAB has presented an MOU that accomplishes this appointment as revised by the City Attorney. The MOU is attached to this memo.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the MOU, or,
- Modify the MOU, or;
- Disapprove the MOU.

**FINANCIAL IMPACT**

There is no financial impact to the City if the MOU is approved.

**RECOMMENDATION**

Staff recommends that the Council approve the MOU between the HAB and the City.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**



## MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding is entered into this \_\_\_\_ day of December, 2019, between the Housing Authority of Billings (HAB) and the City of Billings (City).

### RECITALS

1. The Housing Authority of Billings (HAB) is a Municipal Housing Authority created under the statutory authority of Section 7-15-4401 through 7-15-4532, *et seq.*, Montana Code Annotated (MCA).
2. Section 7-15-4413, MCA, defines the boundaries of a municipal housing authority. For HAB, the boundaries are defined as the City of Billings and a 10-mile radius outside of the official City boundaries.
3. Section 7-15-4431 provides that the HAB consists of seven commissioners appointed by the Mayor and such appointments are confirmed by the Billings City Council. A commissioner may not be a City official.
4. Section 7-15-4431 (2), MCA provides that two of the appointed commissioners must be directly assisted by the housing authority and are known as resident commissioners. The staff of the housing authority may not involve itself in the nomination or appointment of resident commissioners, except that the housing authority shall notify all of the households directly assisted by the housing authority when a resident commissioner position is vacant.
5. Section 2-501.1, BMCC allows the residency requirements of a City Board or Commission membership to be modified by Interlocal Agreement, MOU or other applicable law.

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

1. This MOU shall authorize the Mayor to appoint, and the City Council to approve, applications/renewals for HAB commissioners who reside within the legal jurisdictional boundary of the HAB as allowed by recently amended Section 2-501.1, BMCC.
2. Upon appointment or re-appointment of a commissioner, the Mayor shall file with the City Clerk a certificate of the appointment or reappointment in accordance with MCA 7-15-4431(3) and the certificate is conclusive evidence of the proper appointment of the commissioner.
3. At no time will the HAB Commissioners consist of a majority of members residing outside of the City Limits.
4. This Agreement shall become effective upon its filing with the City Clerk and shall remain in effect for a period of TEN (10) years and may be expressly renewed by the parties upon mutual written consent.

5. This Agreement may be terminated by either party giving 90 days' written notice of its intention to so terminate or by mutual written agreement of the parties.

HOUSING AUTHORITY OF BILLINGS

By: \_\_\_\_\_  
Patti Webster, Executive Director

CITY OF BILLINGS

By: \_\_\_\_\_  
William A. Cole, Mayor

APPROVED AS TO FORM

BY: \_\_\_\_\_  
Brent Brooks, City Attorney

ATTEST: \_\_\_\_\_  
Denise Bohlman, City Clerk

**Regular City Council Meeting**

**Meeting Date:** 12/16/2019

**TITLE:** Beartooth RC&D Memorandum of Understanding

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

**Department:** City Hall Administration

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

The Beartooth Resource Conservation and Development Area, Inc. (Beartooth RC&D) is asking the City Council to renew a Memorandum of Understanding (MOU) for Beartooth's economic development services through December 31, 2020. Beartooth RC&D is a Federal grant-funded, rural and economic development agency that has operated since 1969 in five south-central Montana counties, including Yellowstone County. Federal funds are matched in Yellowstone County by a \$4,500 membership fee and a \$34,926.03 assessment, both of which are split among the County, the Big Sky Economic Development and the cities of Billings and Laurel. The City of Billings's portion of that amount is \$12,573.37. Those paying membership fees are represented on the Beartooth Board of Directors; the current Billings representative is Councilmember Ewalt.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the MOU and payment;
- Postpone action on the MOU and payment, or;
- Disapprove the MOU and/or payment

**FINANCIAL IMPACT**

The Entity's annual contribution will be \$4,500 as a "Membership" fee plus a per capita assessment of .19 cents per person. These funds will provide the necessary match to obtain the \$70,000 in Federal funds. The calculated fee for Yellowstone County is \$34,926.03. This figure is a total of the \$4,500 county fee plus \$30,426.03 per capita formula using a population of 160,137 as per the 2018 Census data. Yellowstone County's full payment is separated into a four-way payment system.

Each entity within the county pays a percentage similar to the previous year. Big Sky EDA - 34% or \$11,874.85; City of Billings - 36% or **\$12,573.37**, City of Laurel - 6% or \$2,095.56; and Yellowstone County - 24% or \$8,382.25.

**RECOMMENDATION**

Staff recommends that the City Council approve the MOU and to pay the 2020 dues of \$12,573.37.

**APPROVED BY CITY ADMINISTRATOR**

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# Attachments

Beartooth RC&D

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A  
**MEMORANDUM OF UNDERSTANDING**

**Between**  
**Yellowstone County Commissioners, Big Sky Economic Development Authority,**  
**City of Billings, City of Laurel**  
**And**  
**Beartooth Resource Conservation & Development Area, Inc.**

**THIS MEMORANDUM OF UNDERSTANDING** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between **Beartooth Resource Conservation & Development Area, Inc.**, whose principal business address is P.O. Box 180, Joliet, Montana 59041, hereinafter referred to as “Beartooth RC&D” and **Yellowstone County Commissioners (in cooperation with the City of Billings, City of Laurel, and Big Sky EDA)**, and hereinafter referred to as “**the Entity**”.

**WHEREAS**, The Beartooth RC&D has been formally recognized by the U.S. Department of Commerce, Economic Development Administration (EDA) as a designated Economic Development District (EDD), and as a District, the Beartooth RC&D has been awarded funding to carry out its Comprehensive Economic Development Strategy (CEDS). This funding will provide a staff person, administrative support and operating costs. This is a continual grant, renewable based on successful program operation and availability of federal funds. Local match is required.

**WHEREAS**, Each entity participating in the District will designate a representative and an alternate to the regional Beartooth RC&D Board. This individual will convey the needs and economic development goals of the community to the Beartooth RC&D board meetings. Regular board meetings will be held every two months to assess project status and evaluate regional economic development needs.

**NOW THEREFORE IT IS UNDERSTOOD AS FOLLOWS:**

**ARTICLE 1: SCOPE OF WORK:**

Beartooth RC&D employs an Economic Development Director to assist in the completion of the Comprehensive Economic Development Strategy for the five county region. The Director’s time will be allocated consistent with the goals in the CEDS by the Beartooth RC&D board of directors. The board is composed of one representative and an alternate from business partners, county and local elected officials and local economic development partners from our five county region. Input from this board is essential for meeting the needs of the communities in our region.

Priority will be assigned projects of regional scope or projects with strong local leadership. Grant funding for this position is from EDA, therefore, emphasis will be on regional economic development planning and projects which have a correlation to job creation, economic diversification and increased tax base. Matching funds are from participating entities and emphasis will be placed on their specified projects.

## **Annual Evaluation:**

The performance of the Economic Development District will be evaluated annually by local entities participating on the regional Beartooth RC&D Board. Progress and/or accomplishments on each program/project will be reported and evaluated to ensure resources are being utilized in the most effective and efficient manner possible. Annual Comprehensive Economic Development Strategy updates and an annual plan of work will be developed with input from the Beartooth RC&D staff and board. Annual reports on projects and economic development activities will be provided to the board and participating entities along with the renewal of the Memorandum of Understanding.

## **ARTICLE 2: PERIOD OF PERFORMANCE:**

The term of this Memorandum of Understanding shall be from the date it is signed through **December 31, 2020**, unless extended by mutual agreement by both parties. Such extension must be in writing, signed by authorized representatives of both parties, and made a part of the original Memorandum of Understanding by modification reference. This Memorandum of Understanding supersedes the prior Memorandum for participation in the Economic Development District.

## **ARTICLE 3: PAYMENT:**

The Entity's annual contribution will be **\$4,500.00** as a "Membership" fee plus a per capita assessment of **.19** cents per person. These funds will provide the necessary match to obtain the \$70,000.00 in federal funds. Entities who do not participate financially in the match requirement will not receive services from the Economic Development Coordinator. The calculated fee for **Yellowstone County** is **\$34,926.03**. This figure is a total of the **\$4,500.00** county fee plus **\$30,426.03** per capita formula using a population of **160,137** as per the 2018 Census data. Yellowstone County's full payment will be separated into a four-way payment system. Each entity within the county will pay a percentage (%) similar to the previous year. Big Sky EDA- 34% or **\$11,874.85**, City of Billings- 36% or **\$12,573.37**, City of Laurel- 6% or **\$2,095.56** and Yellowstone County- 24% or **\$8,382.25**.

Annually, the Beartooth RC&D/EDD staff will provide a comprehensive report of the past year's activity. A new Memorandum of Understanding will be prepared and a request for the following year's match submitted. Entities will be billed for match funds after January 1, 2020, for the current year's assessment.

Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment, and incidentals necessary to complete the work.

## **ARTICLE 4: EXAMINATION OF RC&D RECORDS:**

The Entity or its representatives shall have the right to examine any books, records, or other documents of the Beartooth RC&D, directly relating to costs when such costs are the basis of compensation hereunder.

#### **ARTICLE 5: OWNERSHIP AND USE OF DOCUMENTS:**

Reproducible copies of all documents and other materials produced by the Beartooth RC&D in connection with the services rendered under this memorandum of understanding shall be provided to the Entity for the Entity's use whether the project for which they are made is executed or not. The Beartooth RC&D shall be permitted to retain originals, including reproducible originals, of drawings and specifications for information, reference and use in connection with Beartooth RC&D endeavors.

#### **ARTICLE 6: WARRANTY:**

The Beartooth RC&D warrants that all services performed herein shall be performed using that degree of skill and care ordinarily exercised in and consistent with generally accepted practices for the nature of the services and shall conform to all requirements of this Memorandum of Understanding.

#### **ARTICLE 7: SAFETY:**

The Beartooth RC&D agrees to fully comply with the Occupational Safety and Health Act of 1970, all regulations issued there under and all state laws and regulations enacted and adopted pursuant thereto. The Beartooth RC&D shall take all necessary precautions in performing the services hereunder to prevent injury to persons or damage to property.

#### **ARTICLE 8: CONFIDENTIALITY AND CONFLICTS OF INTEREST:**

The Beartooth RC&D agrees to hold in strict confidence any proprietary or other data, findings, results, or recommendations deemed to be confidential by the Entity and obtained or developed by the Beartooth RC&D in connection with the work under this memorandum of understanding. The Beartooth RC&D warrants and agrees they do not and will not have any conflicts of interest regarding the performance of services hereunder.

#### **ARTICLE 9: APPLICABLE LAW:**

This Memorandum of Understanding shall be governed in all respects by the laws of the State of Montana. No changes, amendments or modifications of any of the terms and conditions hereof shall be valid unless agreed to in writing. Venue of any proceeding arising hereunder shall be the Twenty-second Judicial District.

#### **ARTICLE 10: COMPLIANCE WITH LAWS:**

The Beartooth RC&D shall in performing the services contemplated by this Memorandum of Understanding, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Memorandum of Understanding.

## **ARTICLE 11: CHANGES:**

The parties, by mutual agreement, may, at any time during the term of this Memorandum of Understanding and without invalidating the Memorandum of Understanding, make changes within the general scope of the Memorandum of Understanding. The Beartooth RC&D to perform such changed services. The Entity's priority list for project work within their county can be changed at any time. In such case, the District will be informed of this change at the Entity's earliest convenience.

## **ARTICLE 12: TERMINATION:**

This Memorandum of Understanding may be terminated in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this Memorandum of Understanding through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

Upon such termination the Entity shall pay the Beartooth RC&D amounts due and unpaid for services rendered as of the effective date of termination, and the Beartooth RC&D shall provide to the Entity all materials, surveys, reports, data, and other information performed or prepared as of such date.

## **ARTICLE 13: INDEMNIFICATION:**

The Beartooth RC&D agrees to and does hereby indemnify and save the Entity, its officers, officials and employees, harmless against and from:

1. Any and all claims and liabilities, including but not limited to costs, expenses, and attorney fees arising from injury to, or death of, persons (including claims and liabilities for care or loss of services in connection with any bodily injury or death) and including injuries, sickness, disease, or death to Beartooth RC&D employees occasioned by a negligent act, omission, or failure of the Beartooth RC&D;
2. Any and all claims and liabilities, including costs and expenses, for loss or destruction of or damage to any property belonging to the Beartooth RC&D or the Entity caused by a negligent act, omission, or failure of the Beartooth RC&D and;
3. Any fines, penalties, or other amounts assessed against the Entity by reason of the Beartooth RC&D failure to comply with all health, safety, and environmental laws and regulations applicable to the services; resulting directly or indirectly from, or occurring in the course of the Beartooth RC&D performance of the services. However, this indemnity shall not extend to claims and liabilities for (i) injury or death to persons or (ii) loss of or damage to property to the extent that these claims and liabilities result directly from the Entity's negligence or willful misconduct.

## **ARTICLE 14: INSURANCE:**

The Beartooth RC&D shall maintain and demonstrate the following types of insurance:

1. The Beartooth RC&D agrees that its employees and particularly the employees designated to work on this memorandum of understanding are covered by applicable Worker's Compensation provisions. The Beartooth RC&D further agrees that if the Entity should legally incur any costs whatsoever under the Worker's Compensation laws by reason of the Beartooth RC&D employees' injury or death while engaged in the contract work, the Beartooth RC&D will indemnify and hold harmless the Entity for such costs which the Entity may be legally be required to pay to employees of the Beartooth RC&D.

2. Comprehensive general liability insurance for bodily injury, death, or loss of or damage to property of third persons or other liability due to the negligent acts of the Beartooth RC&D in the minimum amounts of \$500,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$500,000 per occurrence/aggregate for property damage. Proof of coverage as required by this section shall be delivered to the Entity within fifteen (15) days of execution of this Agreement.

3. Professional liability errors and omissions insurance in a minimum amount of \$100,000.00.

## **ARTICLE 15: NONDISCRIMINATION:**

The Beartooth RC&D will not discriminate against any employee or applicant for employment relating to this project on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap or national origin. All hiring associated with any project shall be on the basis of merit and qualifications related to the requirements of the particular position being filled.

## **ARTICLE 16: INDEPENDENT CONTRATOR:**

The Beartooth RC&D and the Entity agree that the Beartooth RC&D is an independent contractor with respect to the services provided pursuant to this Memorandum of Understanding. Nothing in this Memorandum of Understanding shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Beartooth RC&D nor any employee of the Beartooth RC&D shall be entitled to any benefits accorded Entity's employees by virtue of the services provided under this Memorandum of Understanding. The Entity shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state Worker's Compensation program, nor shall the Entity be deemed in any way to assume the duties of an employer with respect to the Beartooth RC&D, or any employee of the Beartooth RC&D.

**ARTICLE 17: ASSIGNMENT:**

The Beartooth RC&D shall not sublet or assign any of the services covered by this Memorandum of Understanding without the express written consent of the Entity.

**ARTICLE 18: NON-WAIVER:**

Waiver by the County of any provision of this memorandum of understanding or any time limitation provided for in this memorandum of understanding shall not constitute a waiver of any other provision.

**ARTICLE 19: NOTICES:**

Any Notice to be served hereunder may be served upon the parties personally or served by certified mail, return receipt. Notice served by mail shall be deemed complete upon deposit of said notice in any United States Post Office, postage prepaid, directed to the party to be served, at the following addresses:

**ENTITY:**      City of Billings  
PO Box 1178  
Billings, MT 59101

**RC&D:**      Beartooth RC&D  
P.O. Box 180  
Joliet, MT 59041

**ARTICLE 20: INTEGRATED AGREEMENT:**

This Memorandum of Understanding together with attachments or addenda represents the entire and integrated Agreement between the Entity and the Beartooth RC&D and supersedes all prior negotiations, representations, or agreements, written or oral. This Memorandum of Understanding may be amended only by written instrument signed by both the Entity and the Beartooth RC&D.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals to this Memorandum of Understanding the day and year in this instrument first above written.

**CITY OF BILLINGS**

**BEARTOOTH RC&D/EDD**

\_\_\_\_\_  
William A. Cole  
Mayor

\_\_\_\_\_  
Ryan VanBallegooyen  
Chairman

ATTEST: \_\_\_\_\_

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

**Regular City Council Meeting**

**Meeting Date:** 12/16/2019

**TITLE:** MET Transit Division Purchase of Eight Transit Buses

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

**Department:** Transit

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

Included in the Equipment Replacement Plan is the replacement of eight (8) diesel transit buses within the MET Transit Fixed-Route bus fleet. These vehicles have all exceeded usable life as defined by Federal Transit Administration minimum useful life regulations; further, these buses are becoming increasingly unreliable due to age and are expensive and difficult to maintain due to lack of available parts. In 2018, MET Transit was awarded \$1,360,000 of competitive Federal funds in addition to the accumulation of multiple years of annual Federal formula funds for the replacement of these buses. Staff has been able to combine the various grants to situate the purchase so that 15% of the purchase price will be covered with local capital funds. This project will purchase 30-foot diesel transit buses manufactured by Eldorado-National California for \$378,144.00 per vehicle. This purchase will be made under the State of Montana Department of Transportation Heavy-Duty Bus Contract, which was advertised March 19, 2019 and closed June 06, 2019. Acceptance of the annual Federal grant funding for this year's projects (including the bus procurement) was presented to and approved by City Council on January 28, 2019.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the purchase of eight (8) buses and authorize MET Transit to move forward with this project; or
- Disapprove the purchase of eight (8) buses and delay the project.

**FINANCIAL IMPACT**

The total cost of this project is \$3,025,152. The funding sources for this project consist of \$2,571,397.20 in Federal grant funds and \$453,772.80 in local funds from MET Transit's Capital Fund. At \$378,144.00 per bus, this translates to \$321,422.40 of Federal funds for each bus and \$56,721.60 of local share funds.

**RECOMMENDATION**

Staff recommends the City Council approve the purchase of eight (8) new transit buses for the amount of \$3,025,152.00 utilizing the State of Montana Department of Transportation Heavy-Duty Bus Procurement Contract.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 12/16/2019

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

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

**Department:** Transit

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

As a recipient of Federal funding, MET Transit is required to have a Title VI Program in place that has been reviewed and approved by the Federal Transit Administration. Title VI of the Civil Rights Act of 1964 states "No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance based on race, color, or national origin." In addition to the requirement to submit an updated Title VI Program every three years, this program must also be approved by the recipient's governing board or City Council. The City Council approved the last update on January 28, 2019, and was approved by the FTA. However, Title VI Programs are subject to additional scrutiny during the Federal Transit Administration Triennial Review of grantees. During the August 2019 Triennial Review of MET Transit, a different compliance officer required changes to the existing MET Transit Title VI Program that will again require City Council approval. Changes to the Program include an updated Limited English Proficiency plan (including making additional documents available in Spanish), an expanded Public Participation Plan, updates on how MET encourages minority participation, language stating MET has no sub-recipients, and expanded language regarding equity analysis.

**ALTERNATIVES ANALYZED**

City Council may:

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

**FINANCIAL IMPACT**

As a recipient of Federal transit funding, MET must have an FTA approved Title VI Program in place. Failure to submit an updated Program may jeopardize or delay the award of the annual \$1.85 million FTA operating grant as well as any annual capital grants, which are around \$400,000.

**RECOMMENDATION**

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

**APPROVED BY CITY ADMINISTRATOR**

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## Attachments

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Title VI

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

The Billings MET Transit Program (hereinafter referred to as the “Recipient”) hereby agrees to comply with the following Federal Statutes, Federal Highway Administration Regulations, Federal Transit Administration, and the Montana Department of Transportation, and the policies and procedures promulgated by the Federal Highway Administration, as a condition to the receipt of Federal Funds.

## **I. Plan Statement**

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

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

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

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

## **II. Title VI Contact**

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

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

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

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

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

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

Rusty Logan, Transit Manager  
City of Billings MET Transit  
1705 Monad Road  
Billings, MT 59101  
406-657-8218  
[loganr@billingsmt.gov](mailto:loganr@billingsmt.gov)

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

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

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

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

### **V. Subrecipients**

MET Transit does not oversee sub-recipients nor does it anticipate expanding to include sub-recipients. Should this change, MET Transit will assess its Title VI plan and update as needed.

### **VI. Title VI Equity Analysis**

MET Transit has not constructed nor identified sites of new facilities and, therefore, has not undergone a Title VI Equity Analysis. Should MET Transit undertake such a project in the future, the agency will conduct an equity analysis as required to maintain compliance with regulations.

### **VII. Record Keeping:**

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

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

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

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

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

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

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

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

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

**SECTION I:**

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

**SECTION II:**

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

\_\_\_\_\_

Please explain why you have filed for a third party:

\_\_\_\_\_

\_\_\_\_\_

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



**SECTION IV**

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

Yes

No

**SECTION V**

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

Yes

No

If yes, check all that apply:

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

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

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

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

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

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

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

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

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

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

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

**SECTION VI**

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

City of Billings MET Transit  
Title VI Coordinator  
1705 Monad Road  
Billings, MT 59101

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

**Title VI Investigations, Lawsuits, and Complaints**

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

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

**IX. Public Participation Plan**

The MET Transit Public Participation Plan is posted to the MET Transit Website; please visit the following link for more info on how MET Transit engages the public, including minorities, low-income individuals, and Limited English populations.

[https://ci.billings.mt.us/DocumentCenter/View/39212/MET-Transit-Public-Participation-Plan-FINAL-10\\_2019](https://ci.billings.mt.us/DocumentCenter/View/39212/MET-Transit-Public-Participation-Plan-FINAL-10_2019)

**Language Assistance Plan**

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

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

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

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

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

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

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

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

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

- MET utilizes *Language Link*, an over-the-phone interpretation service, for in person and over the phone interpretation. The cost is \$0.62 cents per minute. This service is available 24/7/365 and covers 240 languages and dialects. Notice of availability for over the these interpretation services is posted at the METroplex customer service window; further, customer service staff are trained in how to use the Language Link system should they receive a phone call from an LEP individual.
- The MET Transit website (<http://www.mettransit.com>) includes a link to translate the site to Spanish via Google Translate. This is a zero cost service provided via the Google Translate webpage. **Notice of interpretation services are also indicated on the website.**
- MET Transit also has on file a Memorandum of Understanding between The City of Billings MET Transit Division and the Montana Migrant and Seasonal Farmworkers Council, Inc stating the Migrant Council will provide interpretation services.

MET Transit provides Spanish translated copies of documents vital to accessing the transit service including the MET Routes and Schedules book, the Request for Certification of ADA Paratransit Eligibility form, the Title VI Complaint form, the Title VI Notice, and the Passenger Conduct Policy. Further, public outreach notices are made available in Spanish via on-board posters, the MET website, and social media postings; MET also sends meeting notifications to the Migrant Council for dissemination to the LEP population that agency serves.

As Transit Operators may encounter LEP individuals, operators carry cards to provide to individuals with language barriers that contain the following statement in both English and Spanish “For language assistance, please contact the MET office at 406-657-8218 or visit us at 1705 Monad Rd, Billings, MT.” This information is also posed in vehicles and at transfer centers. In emergent situations, operators and other staff may utilize the Google Translate mobile app or webpage to provide basic translation services. Operators and all other employees interacting with LEP individuals are required to notify the Transit Manager regarding any unmet Language Assistance needs.

To ensure effective implementation of this plan, MET Transit will schedule training of new employees during orientation or on-boarding, as well as provide training to employees on an annual basis to review:

- MET Transit’s Language Assistance Plan
- Current demographic data about local LEP populations
- Printed LEP materials
- How to handle verbal requests for transit service in a foreign language
- How to handle emergency situations requiring translation
- Responsibility to notify management regarding unmet LEP needs.

MET Transit will endeavor to update this Language Assistance program, as needed, with each revision of the Title VI plan based upon feedback received via public outreach and direct comment from the public, as well as metrics recorded by MET Transit to assess the plan directly (including number of LEP persons served each year and number of requests for language assistance received).

**X. Aviation & Transit Board**

BMCC Section 5-201 – 204 created an Aviation and Transit Board. The Aviation and Transit Board shall be composed of seven members, each serving four year terms, each of whom will possess the qualifications for office required for the office of Mayor and shall be appointed by the Mayor with the consent of the Council. When vacancies on the board occur, the opportunity to apply is advertised in the local paper and on the City of Billings website; further advertising is posted, in both English and Spanish, on the MET Transit website and social media, at transit facilities, and on-board transit vehicles.

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

The Board meets monthly and meetings are open to the public. Meeting dates are advertised two weeks in advance on MET Transit’s website and in *Yellowstone County News*.

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

\*Currently, the Board has one female member and six male members

System-wide Service Standards and Policies

**VEHICLE LOAD**

Standard

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

Policy

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

Methodology

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

Comparison to Service Standard

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

**Table 1**

**WEEKLY VEHICLE LOAD FACTOR**

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

\*Data from FY18

## **VEHICLE ASSIGNMENT**

### **Standard**

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

### **Policy**

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

### **Methodology**

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

### **Comparison to Service Standard**

All bus equipment is used to serve minority and low income areas.

**Table 2**

### **FLEET ROSTER**

<b><u>Make/Model</u></b>	<b><u>Year</u></b>	<b><u>Seating Capacity</u></b>
1801/Gillig	2004	34 seats
1802/Gillig	2004	34 seats
1803/Gillig	2004	34 seats
1804/Gillig	2004	34 seats
1805/Gillig	2004	34 seats
1806/Gillig	2004	34 seats
1807/Gillig	2005	34 seats
1808/Gillig	2005	34 seats
1809/Gillig	2005	34 seats
1810/Gillig	2005	34 seats

1811/Gillig	2005	34 seats
1812/Gillig	2006	34 seats
1813/Gillig	2006	34 seats
1814/Gillig	2006	34 seats
1815/Gillig	2006	34 seats
1816/Gillig	2006	34 seats
1817/Gillig	2007	34 seats
1818/Gillig	2011	31 seats
1819/Gillig	2011	31 seats
1820/Champion	2016	27 seats
1821/Champion	2016	27 seats
1822/Champion	2016	27 seats
1823/Champion	2016	27 seats
1824/Champion	2016	27 seats
1825/Champion	2016	27 seats

### VEHICLE HEADWAY

#### Standard

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

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

MET does not differentiate between peak and off-peak service.

#### Policy

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

#### Methodology

Vehicle headway is outlined in Table 3. All bus equipment is used to serve minority and low income areas.

#### Comparison to Service Standard

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

**Table 3**

**MET TRANSIT VEHICLE HEADWAYS**

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

## DISTRIBUTION OF TRANSIT AMENITIES

### Standard

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

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

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

### Policy

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

### Methodology

Table 4 is an example of where the bus shelters and bus benches are located on all MET routes.

### Comparison to Service Standard

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

**Table 4**

### Bus Shelter Locations:

<u>Location</u>	<u>Located by</u>
Monad/24 <sup>th</sup> St. W.	Buffalo Wild Wings
Steward Park Transfer Center	West of Rimrock Mall
Central/Santa Fe	Billings Health & Rehab
Grand/17 <sup>th</sup> St. W.	US Bank/"old" West Park Plaza
15 <sup>th</sup> St. W./Ave B	Sears/"old" West Park Plaza
Poly/13 <sup>th</sup> St. W.	First Presbyterian Church
825 Ave D	Pleasant View Apartments
Ave D/8 <sup>th</sup> St W.	Pleasant View Apartments
N. 30 <sup>th</sup> /12 <sup>th</sup> Ave N.	St. Vincent Hospital
N. 27 <sup>th</sup> /near Rimrock Road exit	MSU-Billings (tennis courts)
2417 8 <sup>th</sup> Ave N.	Prairie Towers

N. 25<sup>th</sup>/8<sup>th</sup> Ave N.  
 2675 Central Ave  
 7<sup>th</sup> N./N.19<sup>th</sup> St.  
 N. 23<sup>rd</sup> St./between 3<sup>rd</sup> & 4<sup>th</sup> Ave N.  
 S. 28<sup>th</sup>/8<sup>th</sup> Ave S.  
 9<sup>th</sup> St S./S.30<sup>th</sup>  
 2850 King Ave W.  
 Rosebud/21<sup>st</sup> W.  
 Grand/8<sup>th</sup> St. W.  
 Wicks Lane/west of Bench Blvd  
 Poly/Ash  
 Central Ave./38<sup>th</sup> St. W.  
 S. 27<sup>th</sup>/10<sup>th</sup>  
 220 N. 25<sup>th</sup> St.

Prairie Towers  
 Lamplighter Square  
 Big Sky Apartments  
 Sr. Community Center/Parks & Rec  
 Fraser Towers  
 Southside Senior Center  
 Arby's/Casino  
 Job Service  
 Holiday Station  
 Walmart  
 MSU-Billings (north side of Poly)  
 Billings Career Center  
 Passages  
 Downtown Transfer Center

**Bus Stop Benches**

1	1st Av N & 27 <sup>th</sup>	SEC	Sheraton
2	1st Av N & 27 <sup>th</sup>	NWC	Jakes
3	1st Av N & Division	NWC	Central High School
4	1st Av S & 28 <sup>th</sup>	SEC	Meadowgold Dairy
5	1st Av S & 27 <sup>th</sup>	NWC	Parking Lot
6	2nd Av N & 27 <sup>th</sup>	SWC	Rockman Interiors
7	2nd Av N & N32nd	SWC	Parking Lot
8	3rd Av N & 26th	NEC	Parking Lot
9	4th Av N & 28 <sup>th</sup>	SEC	US Bank Parking
10	4th Av N & 13 <sup>th</sup>	SWC	Empty Lot
11	4th Av N & 18 <sup>th</sup>	SWC	Jefferson Bus Lines
12	4th Av N & 27 <sup>th</sup>	SWC	Midas
13	4th Av N & 27th	SEC	Master Lube
14	4th Av N & 30 <sup>th</sup>	SWC	Grand Bagel
15	4th Av N & 31 <sup>st</sup>	SWC	Drive-in Bank
16	4th Av N & 32 <sup>nd</sup>	SWC	Parking Lot
17	4th Av N & Exposition	SEC	Metra Park
18	6 <sup>th</sup> Avenue N & 13 <sup>th</sup> St	NEC	Lot
19	8 <sup>th</sup> Ave N & 27th	NWC	Parking Lot
20	6th Av N & 29 <sup>th</sup>	NEC	Streeter Bros.
21	6th Av N & 30 <sup>th</sup>	NEC	Empty Building
22	6th Av N & 31 <sup>st</sup>	NEC	Office Building
23	7th Av N @ Albertsons	SEC	Albertsons
24	8th Av N & 27 <sup>th</sup>	SEC	KFC
25	9 <sup>th</sup> Ave N & 29th	NWC	Psych Center

26	9th Av N & 27 <sup>th</sup>	NWC	Billings Clinic
27	9th Av N & 27 <sup>th</sup>	SEC	Perkins
28	9th Av N & 27 <sup>th</sup>	NEC	Dehler Park
29	9th Av N & 27 <sup>th</sup>	SWC	Hospital Lot
30	10 <sup>th</sup> Ave N & 27 <sup>th</sup>	NWC	Billings Clinic
31	9th Av N & 29 <sup>th</sup>	NWC	Motel
32	10th Av N & 30th	NEC	Billings Clinic
33	11th Av N & 27th	SEC	MRI
34	11th Av N & 27th	NWC	Parking Lot
35	11th Av N & 30th	SEC	Deaconess Research
36	12th Av N & 27th	SWC	Parking Lot
37	12th Av N & 27th	NWC	Parking Lot
38	12th Av N & 27th	SEC	Parking Lot
39	12th Av N & 29th	SEC	Medical Building
40	12th Av N & 30th	SEC	St. Vincent's
41	12th Av N & 30th	NEC	St. Vincent's
42	8th W & Miles	SWC	Residential
43	13th W & Av D	NEC	Dental Office
44	15th W & Wyoming	SEC	BAC
45	15th W & Miles Av.	SEC	Apartments
46	15th W & Miles Av.	NWC	Apartments
47	15th W & Av B	SEC	Pawn Shop
48	30th W & Belvedere Dr.	NWC	Will James
49	Colton & 17 <sup>th</sup>	SEC	Condos
50	Colton & 17 <sup>th</sup>	SWC	Office Building
51	Colton & 24 <sup>th</sup>	SEC	Duplex
52	Elevation & 30 <sup>th</sup>	SEC	Merrilac Hall
53	Arnold Dr. & 24th St. W	SEC	Caldwell Bankers
54	Broadwater & 5th	NEC	Office Bldg.
55	Broadwater & 5th	SWC	Parking Lot
56	Broadwater & 5th	SEC	Dominos
57	Broadwater & 6th	NEC	Residential
58	Broadwater & 6th	SWC	Residential
59	Broadwater & 7th	SWC	Parking Lot
60	Broadwater & 8th	SWC	Lock shop
61	Broadwater & 8th	NEC	Residential
62	Broadwater & 14th	SWC	TLC
63	Broadwater & 14th	NEC	Parking Lot
64	Broadwater & 15th	SWC	Red Rooster Café
65	Broadwater & 15th	NWC	Kwik Way
66	Broadwater & 15th	NEC	Doc & Eddies
67	Broadwater & 15th	SEC	Army Reserve
68	Broadwater & 19th	NEC	Hair Co.

69	Broadwater & 19th	SWC	Laundromat
70	Broadwater & 24th	NEC	Tattoo Shop
71	Broadwater & 24th	NWC	Softies
72	Broadwater & 24th	SWC	Used Car Lot
73	Broadwater & 24th	SEC	One Source Lighting
74	Broadwater & 32nd	SWC	Christian School
75	Broadwater & 29th	SWC	Residential
76	Broadwater & Gay Pl.	SEC	Office Center
77	Broadwater & Parkview	NWC	Lillis Park
78	Broadwater & Vermillion	NEC	Empty Blvd.
79	Broadwater & 35th	SEC	Apartments
80	Central & 6 <sup>th</sup>	SWC	Lot
81	Central & 8 <sup>th</sup>	NEC	Auto Repair
82	Central & 8 <sup>th</sup>	SWC	Kwik Way
83	Central & 12 <sup>th</sup>	NEC	Batteries Plus
84	Central & 12 <sup>th</sup>	SWC	Parking Lot
85	Central & 15 <sup>th</sup>	NWC	Bucks Bar
86	Central & 15 <sup>th</sup>	NEC	Enduro Seat Covers
87	Central & 19 <sup>th</sup>	NEC	Church
88	Central & 19 <sup>th</sup>	SWC	Empty Lot
89	Central & Santa Fe	SEC	Frame Shop
90	Central & Santa Fe	SWC	Mongolian Grill
91	Central & Santa Fe	NWC	Apartments
92	Central & 24 <sup>th</sup>	SWC	Hardees
93	Central & 24 <sup>th</sup>	NEC	Car Wash
94	Central & 24 <sup>th</sup>	NWC	US Bank
95	Central & 29 <sup>th</sup>	SWC	Brewer Dental
96	Central & 29 <sup>th</sup>	NWC	Condos
97	Central & 32 <sup>nd</sup>	SWC	Altana Federal Credit
98	Central & 32 <sup>nd</sup>	SEC	Quest
99	Central & 32 <sup>nd</sup>	NEC	Empty Lot
100	Central & 35th	NWC	Lot
101	Mall Dr. & 24 <sup>th</sup>	NWC	Rimrock Mall
102	Mall Dr. & 24 <sup>th</sup>	SEC	Strip Mall
103	Grand & Division	SWC	Office Building
104	Grand & 3 <sup>rd</sup>	NEC	Apartments
105	Grand & 3 <sup>rd</sup>	SWC	Office Building
106	Grand & 5 <sup>th</sup>	SWC	Parking Lot
107	Grand & 8 <sup>th</sup>	SWC	Empty Lot
108	Grand & 8 <sup>th</sup>	NEC	Holiday Station
109	Grand & 13 <sup>th</sup>	NWC	Dotty's Casino
110	Grand & 13 <sup>th</sup>	SWC	Football Field
111	Grand & 13 <sup>th</sup>	NEC	Casino

112	Grand & 14 <sup>th</sup>	SWC	O'Reilly's Auto Parts
113	Grand & 14 <sup>th</sup>	NEC	Aaron's
114	Grand & 15 <sup>th</sup>	SWC	Mustard Seed
115	Grand & 15 <sup>th</sup>	SEC	Blood Bank
116	Grand & 15 <sup>th</sup>	NEC	Grand Fireplace
117	Grand & 16 <sup>th</sup>	SWC	Pizza Hut Parking Lot
118	Grand & 17 <sup>th</sup>	SWC	Mattress King
119	Grand & 18 <sup>th</sup>	NEC	Kids Store
120	Grand & 19 <sup>th</sup>	NEC	Gunsmith
121	Grand & 19 <sup>th</sup>	SWC	Pittsburg Paint
122	Grand & 24 <sup>th</sup>	NWC	Security Federal
123	Grand & 24 <sup>th</sup>	SEC	Optical
124	Grand & 30 <sup>th</sup>	SEC	Stone Mtn Pottery
125	Grand & 32 <sup>nd</sup>	SEC	Field
126	Lewis & 15 <sup>th</sup>	NWC	Residential
127	Lewis & 15 <sup>th</sup>	SEC	Park
128	Lewis & 15 <sup>th</sup>	NEC	Mobile Home Park
129	Lewis & 16 <sup>th</sup>	NEC	Residential
130	Lewis & 19 <sup>th</sup>	NEC	Residential
131	Lewis & 24 <sup>th</sup>	SEC	Kwik Way
132	Lewis & 24 <sup>th</sup>	NEC	Empty Lot
133	Lewis & 24 <sup>th</sup>	SWC	Residential
134	Lewis & 24 <sup>th</sup>	NWC	Church
135	Montana & N27 <sup>th</sup>	SEC	St. Vincent DePaul
136	Monad & 19 <sup>th</sup>	NEC	Par 3
137	Monad & 19 <sup>th</sup>	SWC	Northwestern Energy
138	Monad & 24 <sup>th</sup>	NWC	Auto Dealer
139	Monad & 24 <sup>th</sup>	NEC	Kwik Way
140	Monad & 24 <sup>th</sup>	SWC	Car Lot
141	Monad & 26 <sup>th</sup>	NEC	Car Lot
142	Parkhill & Virginia Ln.	SWC	Residential
143	Parkhill & 13 <sup>th</sup>	SWC	Residential
144	Parkhill & 17 <sup>th</sup>	SEC	Residential
145	Parkhill & 17 <sup>th</sup>	NEC	Empty Lot
146	Poly & Ash St.	NWC	MSU-B
147	Poly @ Rocky Ent.	NEC	RMC
148	Poly & 17 <sup>th</sup>	SEC	17 <sup>th</sup> St. Station
149	Poly & 15 <sup>th</sup>	SWC	Granary
150	Poly & 13 <sup>th</sup>	NEC	Residential
151	Poly & N27	SEC	Rock Pile
152	Poly & N27	NWC	MSUB
153	Poly & Rehberg	SEC	Church
154	Poly & Rehberg	SWC	Residential

155	Poly & Rehberg	NWC	Residential
156	Poly & Zimmerman Tr.	SWC	Lot
157	Rehberg & Colton	NWC	Empty Lot
158	Rehberg & Av B	SEC	Car Wash
159	Rehberg & Av C	NWC	Residential
160	Pueblo & 24 <sup>th</sup>	SEC	Nutra-Life
161	Rimrock & 13 <sup>th</sup>	SWC	School
162	Rimrock & 13 <sup>th</sup>	NEC	Residential
163	Rimrock & 17 <sup>th</sup>	NEC	Residential
164	Rimrock & 17 <sup>th</sup>	SEC	Dental Office
165	Rimrock & Rehberg	SEC	Residential
166	Rimrock & Rehberg	NEC	Residential
167	Rimrock & 38 <sup>th</sup>	SWC	St. John's
168	Rimrock & Zimmerman Tr.	NEC	Residential
169	Rimrock & Yucca	SWC	MSU-B Parking
170	Rimrock & Virginia Ln.	NEC	Residential
171	Rosebud & 24 <sup>th</sup>	NEC	Pier One
172	Lampman & 24 <sup>th</sup>	NWC	Barnes & Noble
173	St. Johns & 24 <sup>th</sup>	NWC	Sports Authority
174	St. Johns & 24 <sup>th</sup>	SEC	Mt. Olive Church
175	Stillwater & 24 <sup>th</sup>	SWC	Golden Corral
176	24th St. W @ Old Chicago	NWC	Empty Lot
177	24th St. W & Alderson	SEC	Bargain Store
178	24th St. W & Rosebud	NEC	Parking Lot
179	24th St. W & Av. C	SEC	Parking Lot
180	Main & Airport Rd.	SEC	Parking Lot
181	Main & Airport Rd.	NWC	Parking Lot
182	Main & Lake Elmo Dr.	SEC	Fast Break Auto Glass
183	Main & Hansen	NWC	First Interstate Bank
184	Main & Hilltop	SWC	Bank
185	Main & Hilltop	NWC	Bank
186	Main & Hilltop	SEC	Rich's Flooring
187	Main & Crow	NWC	KFC
188	Main & Lake Elmo	NWC	Casino
189	Main @ Don's Car Wash	SEC	Don's Car Wash
190	Main & Logan	SEC	Kwik Way
191	Main & Logan	NWC	Parking Lot
192	Main & Radford	SEC	Empty Lot
193	Main & Milton	SEC	Strip Mall
194	Main & Milton	NWC	Blockbuster
195	Main & Wicks	SWC	Security Bank
196	Main & Wicks	SEC	C-Store
197	Main & Judith	SEC	Four Seasons

198	Main & Liberty	NWC	TSC Store
199	Main & Pemberton	NEC	Car Wash
200	Main @ Target	NEC	Target Ent.
201	Hilltop & Yellowstone Rv.Rd.	SWC	Residential
202	Wicks @ Clinic	SWC	St. Vincent Clinic
203	Wicks & Babcock	SWC	Planned Parenthood
204	Wicks @ Wal-Mart	SWC	Lot
205	Wicks & Bench	NEC	Church
206	Wicks & Hawthorne	SEC	Empty Lot
207	Wicks & Lake Elmo	SWC	Office Building
208	Wicks & Lake Elmo	NEC	Church Parking
209	Wicks & Lake Elmo	NWC	Salon
210	Alkali Creek & Senators	NEC	Residential
211	Senators & Gold Dust	SWC	Empty Lot
212	Lake Elmo & Reda	NWC	Residential
213	S 26 <sup>th</sup> W & Phyllis Ln	NWC	Apartments
214	King Av W & 24th	NWC	City Brew
215	King Av W & 29th	SWC	Cattle Company
216	King Av W & 28th	NEC	Verizon
217	King Av W @ Rocky Mtn. B	NEC	Bank
218	King Av W @ Stockman Bk.	SWC	Bank
219	King Av W & 20th	NEC	Holiday C-Store
220	King Av W & Kingpark Dr.	NEC	Blvd.
221	King Av W & 30th	NEC	Used Car Lot
222	King Av E & Newman	NEC	Lot
223	King Av E & Hallowell	NEC	Lot
224	King Av E & Calhoun	NEC	Lot
225	Kingpark Dr. & Rosebud	SEC	Strip Mall
226	Monad & 19th St. W	NEC	Par 3
227	Monad & 32 <sup>nd</sup>	SWC	Blvd.
228	State & Orchard	SWC	3G's
229	S. Blgs Blvd & Wonderpark	SWC	Industrial
230	Laurel Rd & Marshall Dr.	SWC	Parking Lot
231	Laurel Rd & Moore Ln	SWC	Blvd.
232	N24th @ 1st Av & 2nd	MDL	Sage Tower
233	1 <sup>st</sup> Ave N & 13th	NEC	Lot
234	1 <sup>st</sup> Ave S & S 27th	SEC	Riverstone Health
235	2 <sup>nd</sup> Ave N & 30th	SWC	Parking Lot
236	3 <sup>rd</sup> Ave N & 30th	NEC	Parking Lot
237	Colton & 17th	SWC	Office Building
238	Grand & Rehberg	SWC	Hair Salon
239	Grand & Rehberg	NEC	C Store
240	Lewis & 8 <sup>th</sup>	NEC	Boulevard

241	Lewis & 13 <sup>th</sup>	SWC	Residential
242	Lewis & 14 <sup>th</sup>	NEC	Lewis & Clark
243	Montana & N 27 <sup>th</sup>	NWC	Office Building
244	Poly & North 29 <sup>th</sup>	SEC	Hospital Lot
245	Rimrock & Beartooth	NEC	Boulevard
246	Rimrock & 38 <sup>th</sup>	NEC	Walking Path
247	Main & Papa Murphy's	NEC	Papa Murphy's Pizza
248	Broadwater & 32 <sup>nd</sup>	NWC	Golf Course
249	Broadwater & 29 <sup>th</sup>	SEC	Church
250	Central & Moore Ln	NEC	Rental Shop
251	Bench & Lynch	SWC	Behind Walmart
252	King Ave W & 24 <sup>th</sup>	NWC	City Brew
253	King Ave W @ Lithia	NEC	Auto Dealer
254	King Ave W & Shiloh	SEC	First Interstate Bank
255	King Ave W @ Kohl's	SEC	Walking Path
256	King Ave W & 32 <sup>nd</sup>	SWC	Walking Path
257	King Ave E & Calhoun	SWC	Cabela's
258	Monad & 32 <sup>nd</sup>	SWC	Boulevard
259	Monad & 38 <sup>th</sup>	SEC	Boulevard
260	Gabel Rd & Zoo Dr	NWC	Field
261	Gabel Rd & 32 <sup>nd</sup>	NWC	Lot
262	Laurel Rd & Marshall Dr	SWC	Parking Lot
263	Laurel Rd & Moore Ln	SWC	Boulevard
264	State & Hallowell	SEC	Dollar Store
265	Shiloh @ Scheel's Exit	SEC	Lot
266	Shiloh & Pierce Parkway	NEC	Lot

### **ON-TIME PERFORMANCE**

#### **Standard**

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

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

#### **Policy**

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

### Methodology

MET currently tracks this data through the security camera's on all buses, along with the Automatic Vehicle Locator (AVL) system on all buses. This equipment provides a record of the length of time for each trip.

### Comparison to Service Standard

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

## **TRANSIT ACCESS**

### Standard

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

### Policy

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

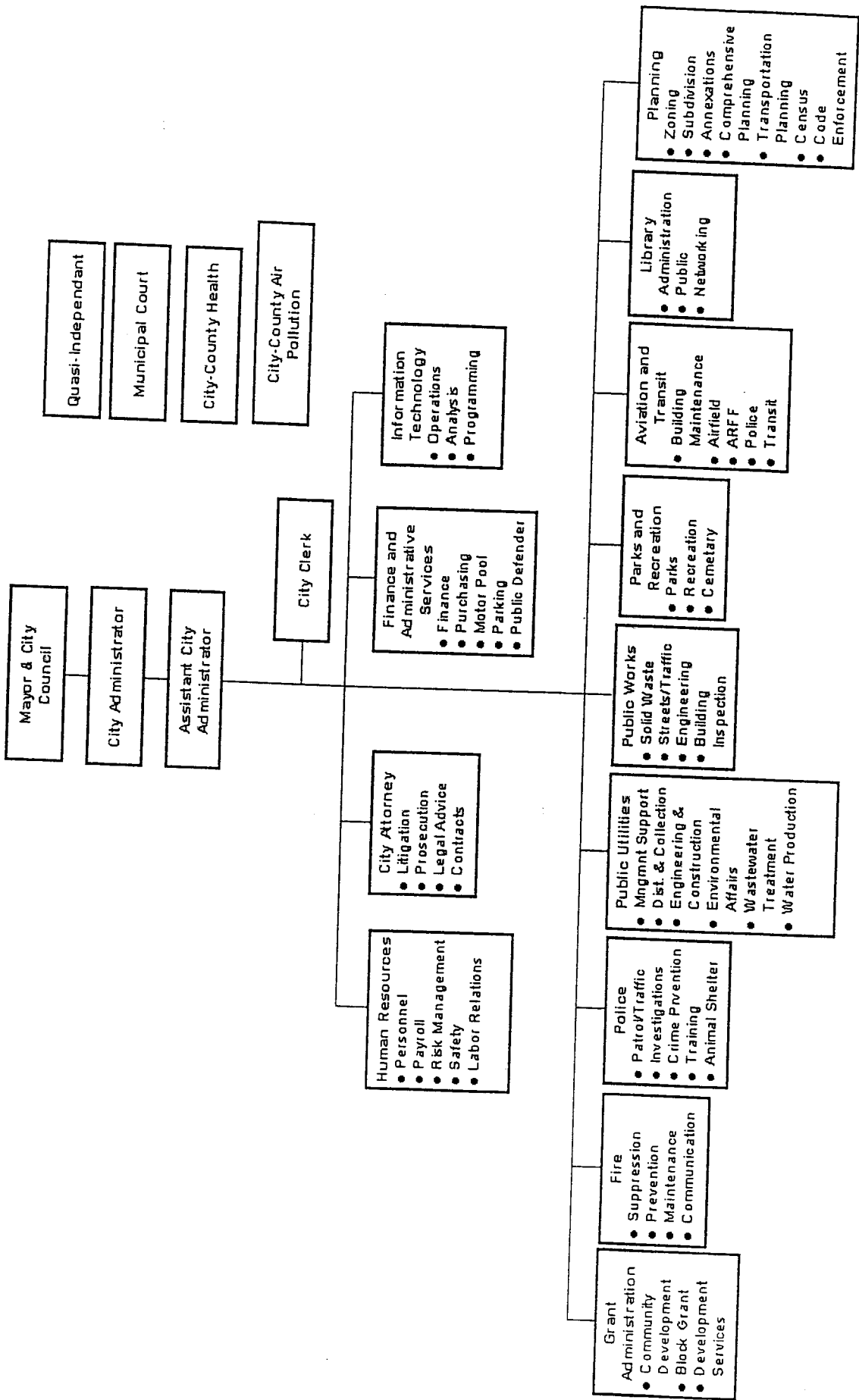
### Methodology

Demographic profile maps indicate that the MET routes service these targeted populations.

### Comparison to Service Standard

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

# CITY OF BILLINGS ORGANIZATIONAL CHART



**MET Transit is committed to ensuring that no person is excluded from participation in, or denied the benefits of, or be subject to discrimination in the receipt of its services or programs on the basis of race, color or national origin or any other characteristics protected by law, including Title VI of the Civil Rights Act of 1964, as amended. Further, under the Americans with Disabilities Act (ADA) of 1990, no entity shall discriminate against an individual with a physical or mental disability in connection with the provision of transportation service.**

**To obtain more information on MET Transit's nondiscrimination obligations or to file a Title VI complaint, contact Rusty Logan, Transit Manager at 657-8218 or fax 657-8419. You may file a written complaint no later than 180 days after the date of the alleged discriminate at:**

**Rusty Logan, Transit Manager  
City of Billings MET Transit  
P.O.Box 1178  
Billings, MT 59103**



**MET Transit es cometido al contrato de un seguro que ninguna persona es excluida de la participación en, o negada los beneficios de, o ser sujeta a la discriminación en el recibo de sus servicios o programas sobre la base de raza, color o origen en nacional o cualquier otra característica protegida según la ley, incluso el Título VI del Acto de Derechos Civil de 1964, como enmendado. Adelante, bajo el Acto de Americanos con Discapacidades (ADA) de 1990, ninguna entidad discriminará a un individuo con una discapacidad física o mental en relación a la provisión del serviciode transporte.**

**Para obtener más información en las obligaciones de no discriminación del MET Transit o archivar una queja de Título VI, póngase en contacto con Rusty Logan, Gerente de Tránsito en 657-8218 o el fax 657-8419. Usted puede presentar una demanda escrita no más tarde que 180 días después de que la fecha del presunto discrimina en:**

**Rusty Logan, Transit Manager  
City of Billings MET Transit  
P.O.Box 1178  
Billings, MT 59103**



**Regular City Council Meeting**

**Meeting Date:** 12/16/2019

**TITLE:** Grand Peaks Subdivision, 5th Filing - Preliminary Major Plat

**PRESENTED BY:** Monica Plecker

**Department:** Planning & Community Services

**Presentation:** No

**PROBLEM/ISSUE STATEMENT**

On October 1, 2019, Sanderson Stewart, agent for J&S Development Co., applied for preliminary major plat approval for Grand Peaks Subdivision, 5th Filing. The proposed subdivision creates 37 new lots for development. The subject property is generally located on the east side of 54th Street West and north of Grand Avenue. The property is zoned Residential 7000 (R70), Residential 5000 (R50) and Residential Multi Family Restricted (RMF-R). The proposed lots will be developed in compliance with the zoning as the property is developed.

**ALTERNATIVES ANALYZED**

In accordance with state law, the City Council has 60 working days to act upon this major preliminary plat. The 60 working day review period for the proposed plat ends on December 27, 2019. State and City subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 60 working day review period, the City Council is required to:

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

**VARIANCE REQUESTED**

No variance has been requested.

**FINANCIAL IMPACT**

Approval of this subdivision will have no direct financial impact on the Planning Division.

**BACKGROUND**

**PROCEDURAL HISTORY**

- Pre-application meeting August 8, 2019
- Preliminary plat application submitted to Planning Division on October 1, 2019.
- Departmental review meeting October 17, 2019
- Preliminary plat re-submittal October 24, 2019
- Planning Board plat review November 13, 2019
- Planning Board public hearing November 26, 2019
- Preliminary plat to City Council December 16, 2019
- 60 working-day preliminary plat review period ends December 27, 2019

## **PLAT INFORMATION**

General location: East side of 54th Street West and north of Grand Avenue  
Legal Description: L2B4, LT4, 5B2, LT1B5 of Grand Peaks Sub L8B6 of Grand Peaks Sub 3rd  
Owner/Subdivider: J&S Development Co.  
Engineer and Surveyor: Sanderson Stewart  
Existing Zoning: R70, R50 and RMF-R  
Existing land use: Former Farm Land  
Proposed land use: Residential  
Gross and Net area: 24.693 acres/21.189 acres  
Proposed number of lots: 37  
Lot size: Max: 9.3 acres  
Min.: 9,682 square feet  
Parkland requirements: The applicant is proposing to provide 2.023 acres of parkland with this submittal. The parkland dedication requirement meets the requirements of both 5th and 6th Filings.

## **STAKEHOLDERS**

Staff gave a brief presentation to the Planning Board. Planning Board member Jon Thompson asked about the turn lane required on Grand Avenue. Specifically, he wanted to know what street it would connect to. Gary Owen, agent for the applicant stated that it would connect to Grand Peaks Drive. There were no public comments received during the public hearing. The Planning Board unanimously recommended conditional approval to the City Council.

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

Consistency with the 2016 Growth Policy, the 2018 Transportation Plan, and Billings Area Bikeways and Trail Master Plan are discussed within the Findings of Fact.

## **RECOMMENDATION**

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

The Planning Board recommends conditional approval of the preliminary plat of Grand Peaks Subdivision, 5th Filing, to the City Council, adopt the Findings of Fact as presented in the staff report and the SIA.

## **PROPOSED CONDITIONS OF APPROVAL**

Pursuant to Section 76-3-608(4), MCA, the following conditions are recommended to reasonably minimize potential adverse impacts identified within the Findings of Fact.

1. To protect public health and safety with increased area traffic, prior to final plat approval, the applicant will submit all necessary information required by the City of Billings Engineering Division for review and approval to finalize Traffic Impact Study information.
2. To minimize the effects on local service, prior to final plat approval, the applicant will coordinate with the USPS for locating and providing the correct amount of space for safely delivering the mail to the residents.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.

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

## **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Findings of Fact  
Proposed Plat  
SIA  
Mayors Letter

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## FINDINGS OF FACT

The Planning staff has prepared the Findings of Fact for the preliminary plat of Grand Peaks Subdivision, 5<sup>th</sup> Filing. These findings are based on the preliminary plat application and supplemental documents; addressing the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(H), BMCC).

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

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

The subject property was formerly farmland. There are no existing irrigation facilities on the subject property. The proposed subdivision will not have an impact on existing agricultural areas because it was previously platted and this proposed subdivision will re-plat large lots from previous filings. There is no anticipated negative effect on agricultural irrigation facilities or agriculture from this proposal.

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

- a. **Utilities** – Water service will be provided by the City of Billings. The developer will connect to existing 8-inch water lines in West and East Thunder Mountain Roads. New water mains will be in all of the new local streets, new individual services to all of the lots, and new fire hydrants in accordance with design standards, specifications, rules and regulations of the City of Billings Public Works Department, Fire Department and the Montana Department of Environmental Quality (MDEQ).

The water lines will create a looped system wherever possible to maintain equal water pressures throughout the development as the subdivision is constructed as outlined in the SIA under the heading VI Utilities A. Water.

Sanitary sewer service will be provided by the City of Billings. This filing of the subdivision will have 8-inch sewer mains connecting to existing 8 inch lines already in the subdivision in West and East Thunder Mountain Roads. The subdivider will install new sewer mains in the local streets and individual services for each lot in accordance with design standards, specifications, rules and regulations of the City of Billings Public Works Department and MDEQ as outlined in the SIA under the heading VI Utilities B. Sanitary Sewer.

Private utility companies will provide gas and electric services to the subdivision. Easements have been shown on the face of the plat that are acceptable to these utility providers.

- b. **Storm water** – Storm water drainage is to be handled by curb and gutters that discharge into storm drainage piping as well as surface conveyance in some areas. The storm drainage pipes will discharge into a detention area located in a private

park, within the fifth filing. This will be maintained by the HOA for the fifth and sixth filings of this subdivision. These and all other drainage improvements shall satisfy the criteria set forth by the *City of Billings Stormwater Management Manual* and will be subject to review and approval by the City Engineering Division.

In the SIA under the heading V. Storm Drainage, third paragraph the applicant will also be making a proportionate share toward the cost of a drainage system in Grand Avenue to convey storm water from the subdivision.

- c. **Solid waste** – The City of Billings will provide solid waste collection and disposal. The City’s landfill has adequate capacity for this waste.
- d. **Streets** – All internal streets are to be built to City standards providing the required road width, curb/gutters, and boulevard sidewalks. They will be built to meet the requirements of the City of Billings Engineering Division; they shall be reviewed and approved by the City of Billings Engineering Division before any construction.

The applicant in the SIA under the heading III Transportation A. 2, third paragraph, stated that the TIS has identified the need for a westbound right-turn lane at the intersection of Grand Avenue and Grand Peaks Drive. The proposed turn lane will be reviewed and approved by City of Billings Engineering before construction.

A TIS has been submitted with each previous filing of the subdivision. As the filings get built out the number of trips change and the impacts of the surrounding roads and intersections change. The applicant will provide all TIS information and updates as needed by City of Billings Engineering division prior to final plat approval. **(Condition #1)**

- e. **Emergency services** – The Billings Police and Fire Department will respond to emergencies within the proposed subdivision. The fire station that services this area is located at 604 S. 24<sup>th</sup> St. West (Station #5). The applicant will be installing fire hydrants at the required locations to meet regulations outlined in Fire Code.

The Billings Police noted in comments that “continued development will eventually require additional resources to maintain current levels of service”.

The subdivision is located within the ambulance service area of American Medical Response (AMR).

- f. **Schools** –School District #2 will provide educational services to elementary through high school students. Meadowlark Elementary, Ben Steele Middle School and West High School would serve students in this subdivision. A

response from School District #2 indicates that schools are currently over capacity.

- g. **Parks and Recreation** – Parkland for this subdivision is 2.02 acres, this is the total amount required for both the 5<sup>th</sup> and 6<sup>th</sup> Filings. It will be a private park maintained by the HOA. The subdivider will install turf and irrigation. Lot owners in this subdivision are also subject to inclusion in the PMD for the regional park, Cottonwood Park.
- h. **Mail Delivery** - The United States Postal Service will provide postal service to the subdivision; they have indicated centralized box units (CBU) will be required. The postal service has requested a CBU be installed on the corner of Iron Mountain Road and 54<sup>th</sup> Street West. The requested CBU location from the USPS is a location that will exist with the 6<sup>th</sup> filings but not the 5<sup>th</sup> filing. The applicant will work with the USPS to determine a satisfactory location for the CBU with this filing. (**Condition #2**)

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

The subject property was originally farmland and is not a significant habitat for wildlife. Montana Fish Wildlife and Parks indicates there is some antelope and deer grazing that takes place but not a significant amount. During development, storm water pollution prevention best management practices are required and monitored to prevent erosion on exposed ground. Overall, the effect on the natural environment should be minimal.

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

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

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

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

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

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-210, MCA.

## **C. Does the subdivision conform to the Yellowstone County-City of Billings 2016 Growth Policy, the 2018 Urban Area Transportation Plan and the Billings Area Bikeway and Trail Master Plan? [BMCC 23-302.H.4.]**

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

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

**Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods):** Neighborhoods that are safe and attractive and provide essential services are much desired (p.8).

**Home Base (healthy, safe and diverse housing options)** Homes that are safe and sound support a healthy community

**Community Fabric (attractive, aesthetically pleasing, uniquely Billings)** Outdoor public spaces provide casual and relaxing gathering areas for people.

The 2001 West Billings Plan identifies this area as residential. The proposed subdivision is for residential development.

**2. 2018 Urban Area Transportation Plan**

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

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

The proposed subdivision lies within the jurisdiction of the BABTMP. There is a future bike lane identified on 54<sup>th</sup> Street West. That lane is to be added at a future date when the road is built out to its full width. There is currently a 10-foot wide trail constructed on the west side of 54<sup>th</sup> Street West along that subdivision frontage.

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

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

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

The subject property complies with current zoning and further compliance requirements will be enforced with the construction of homes on lots.

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

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

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

Legal and physical access is provided to the proposed lots from East and West Thunder Mountain Roads, and the new proposed internal roads.

**CONCLUSIONS OF FINDINGS OF FACT**

- The preliminary plat of Grand Peaks Subdivision, 5<sup>th</sup> Filing does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to several of the goals and policies of the 2016 Growth Policy and does not conflict with the Transportation Plan or Billings Area Bikeways and Trail Master Plan.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

**RECOMMENDATION**

The Planning Board recommends conditional approval of the preliminary plat of Grand Peaks Subdivision, 5<sup>th</sup> Filing to the City Council, and adopt the Findings of Fact as presented in the staff report and the SIA.

Approved by the Billings City Council, December 16, 2019

\_\_\_\_\_  
William A. Cole, Mayor

PRELIMINARY PLAT OF  
**GRAND PEAKS SUBDIVISION, 5TH FILING**

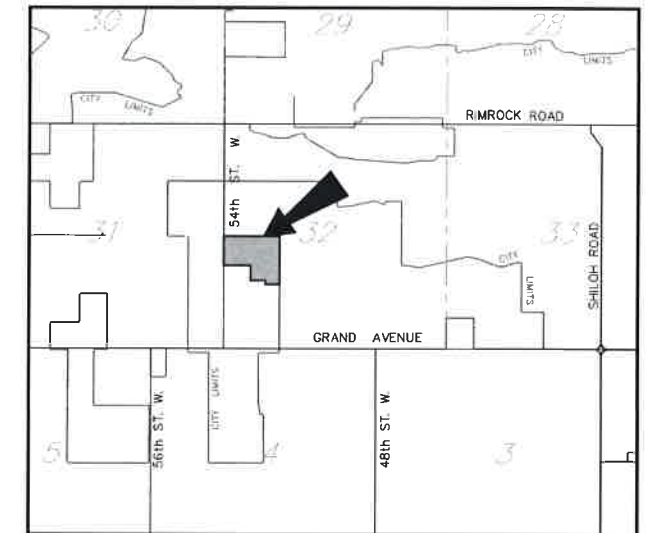
LOT 2, BLOCK 4, LOTS 4 & 5, BLOCK 2 & LOT 1, BLOCK 5 OF GRAND PEAKS SUBDIVISION  
 LOT 8, BLOCK 6, OF GRAND PEAKS SUBDIVISION, 3RD FILING & ADJACENT VACATED RIGHT-OF-WAY  
 SITUATED IN SW1/4 OF SECTION 32, T. 1 N., R. 25 E., P.M.M.  
 BILLINGS, MONTANAN

PREPARED FOR : JEFF JUNKERT CONSTRUCTION

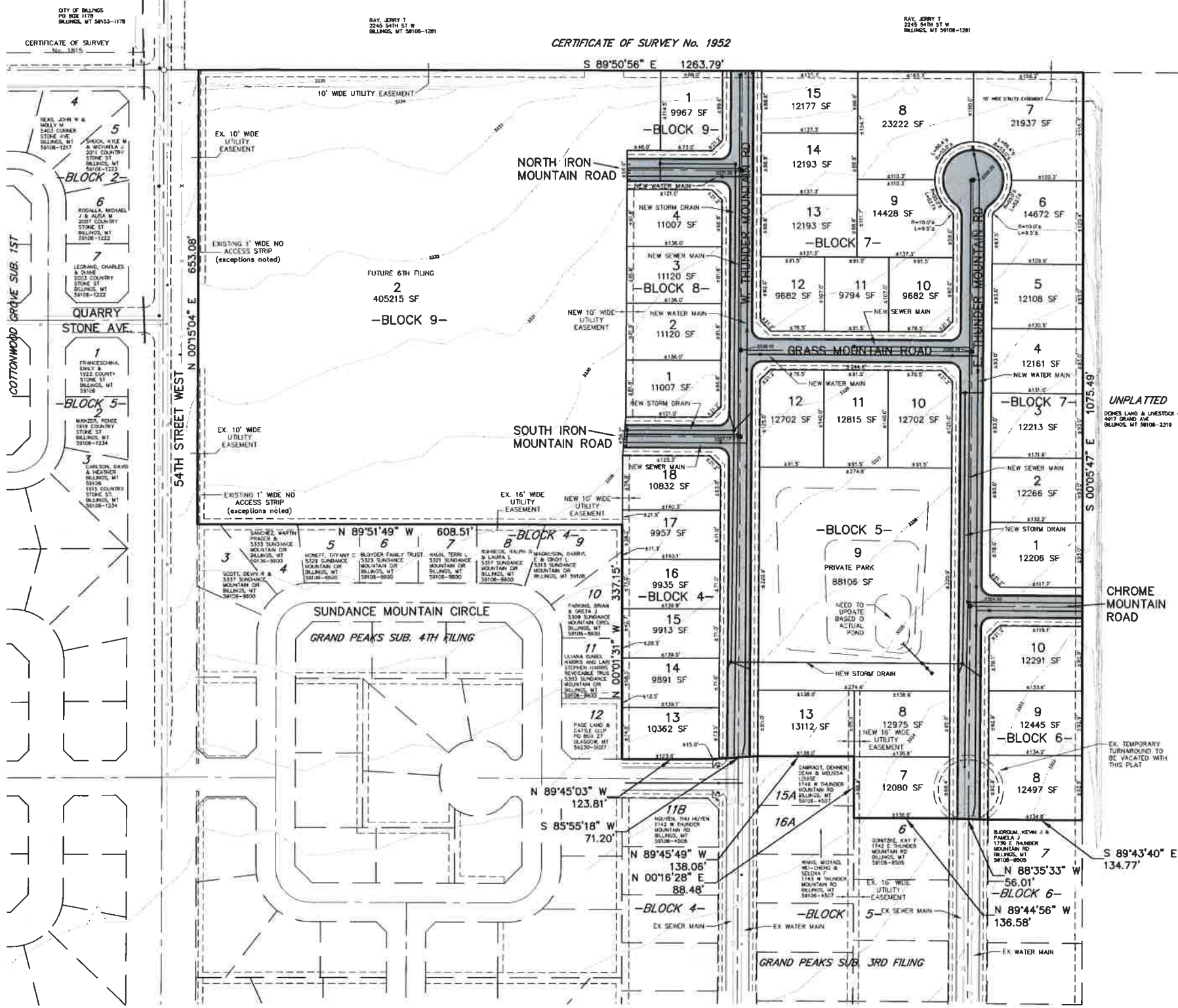
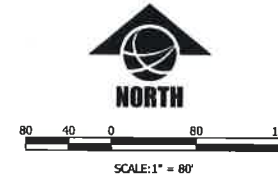
AUGUST, 2019

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA



VICINITY MAP  
 NOT TO SCALE



BASIS OF BEARING: (ORIGINAL PLAT/C.O.S.) OR 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 [monument description] IS x.xxxxxxxx; THE CONVERGENCE ANGLE IS -x'x"x"x". 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.

**PLAT DATA**

GROSS AREA	= 24.693 AC.
NET AREA	= 21.189 AC.
NUMBER OF LOTS	= 37
MINIMUM LOT SIZE	= 9,682 S.F.
MAXIMUM LOT SIZE	= 405,215 S.F.
LINEAL FEET OF STREETS	= 2,643 L.F.
PARKLAND REQUIREMENT	= 1.085 AC.
PARKLAND DEDICATION	= 2.023 AC.
EXISTING ZONING	= R-7000, R-5000 & RMF-R
SURROUNDING ZONING:	
NORTH	= AG OPEN
SOUTH	= R-7000 & RMF-R
EAST	= AG OPEN
WEST	= R-7000
EXISTING LAND USE	= VACANT
PROPOSED LAND USE	= SINGLE-FAMILY RESIDENTIAL

10-25-19

Return to:  
Sanderson Stewart  
1300 North Transtech Way  
Billings, MT 59101

**SUBDIVISION IMPROVEMENTS AGREEMENT  
& WAIVER OF RIGHT TO PROTEST  
FUTURE SPECIAL IMPROVEMENT DISTRICTS  
GRAND PEAKS SUBDIVISION, FIFTH FILING**

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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  
GRAND PEAKS SUBDIVISION, FIFTH FILING**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between **J & S DEVELOPMENT CO.**, whose address for the purpose of this agreement is 1733 East Thunder Mountain Road, Billings, MT 59106, 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 Grand Peaks Subdivision, Fifth Filing; and

**WHEREAS**, at a regular meeting conducted on \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, the City Council conditionally approved a preliminary plat of Grand Peaks Subdivision, Fifth Filing; and

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

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

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

**I. VARIANCES**

**A.** Subdivider has requested, and the City hereby grants, the following variances by the City Council from the strict interpretation of the City's Subdivision Regulations (Section 23.1401, BMCC):

1. No Variances are requested.

**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.** Lot owners should be aware of soil characteristics within the area of this subdivision, as described in the "Geotechnical Investigation Report, Approximate 25 Acre Parcel North of Existing Grand Peaks Subdivision, Billings, Montana" by Geoscience, PLLP, dated March 10, 2016. Lot owners and homebuilders shall reference the report in its entirety, but a summary is as follows:

1. Over-excavation and structural fill are options. Settlement risk is estimated at 3/4 to 1-1/2 inches. The geotechnical engineer shall observe excavation and fill work. (Sections 5.1, 5.2, 5.15).
2. Structural fill shall be placed in maximum 6-inch lifts and compacted to 98-percent of maximum dry density per ASTM D 698. (Section 5.8.4)
3. Footings, foundation walls, retaining walls, interior slabs, and exterior slabs shall be designed by a structural engineer. (Sections 5.11 and 5.12)

4. Footings shall not be below 4 to 5 feet of existing grades. (Section 5.1)
  5. Exterior backfill in non-structural and landscape areas shall be compacted to a minimum of 92 percent of maximum dry density per ASTM D 698, and exterior backfill below concrete slabs, driveways, sidewalks, and all other paving shall be compacted to a minimum of 95 percent of maximum dry density per ASTM D 698. (Section 5.8.4)
  6. Site grading and surface water control is described in Section 5.9.
- 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.** Lot owners are advised they will be subject to inclusion in a Parks Maintenance District (PMD) for the operation and maintenance of the regional Cottonwood Park.
- G.** 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.
- H.** 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 Chapter 28, BMCC and detailed in the Billings Stormwater Management Manual.

1. The lowest finish floor elevation (which includes the garage) shall be a minimum of 18-inches higher than the top of curb, measured from the highest location along the lot frontage. Home builder and lot owner may find it necessary to raise the finish floor elevation of house or garage above this minimum during on-site building design and/or during on-lot grading.
2. The stormwater runoff from individual lots shall be directed toward the public right-of-way wherever possible. However, due to the existing terrain of the subdivision this is not possible for every lot. Where runoff from lots cannot be directed to public right-of-way because existing terrain is falling away from the public right of way, the stormwater runoff shall be directed to flow to the same location as it has historically. Home builder and lot owners shall consider the effect of potential off-lot run-on waters from lots uphill of the subject lot, and grade around the home to provide positive drainage away from the home. Home builder and lot owners must take necessary measures to protect the house from surface stormwater flows. Lots shall allow, through on-site building design and on-lot grading, for stormwater to pass through each lot without negatively impacting adjacent lots. The lowest openings on each home (window wells) are to be located outside the designated drainage paths. If this is not possible, the builder and lot owners must take necessary measures to protect these openings from inundating from surface water flows. In any case, the homebuilder shall allow enough space between window wells and property lines to provide sufficient swales and proper storm water drainage away from window wells.
3. Each owner of a completed lot shall be a member of the Grand Peaks Fifth and Sixth Filing Homeowners Association (HOA). Membership shall be appurtenant to and may not be separated from ownership of a lot. The Home Owners Association will be set up to maintain the permanent stormwater detention facilities. The HOA Board of Directors shall have the power, in its discretion, to exclude costs of major repairs or approved capital improvements to the HOA Storm Water System from the regular monthly assessments and, instead, impose special assessments for these expenses, and for emergencies, as they are incurred.

### III. TRANSPORTATION

#### A. Streets

1. **54th Street West:** 54th Street West is designated as a Minor Arterial and is located within a 100-foot right-of-way, which conforms to right-of-way widths in adjacent subdivisions for 54th Street West. It is required that 54th Street West be constructed with a minimum standard width of 42-feet, back of curb to back of curb. That portion of 54th Street West adjacent to the subdivision has been partially constructed. The existing street includes approximately 26-feet of asphalt. The Subdivider will provide a cash-in-lieu contribution for the construction of approximately an additional 6-feet of asphalt surface with a satisfactory sub-base, base course, standard curb and gutter, and any necessary tapers on 54th Street West along the frontage of the subdivision due at the time of construction fronting 54th Street West (at the time of final plat approval of the anticipated Grand Peaks Sixth Filing). The cash-in-lieu contribution will also include engineering design and construction administration.
2. Subdivider will enter into a private contract for the construction of all required improvements for those streets within the subdivision, as follows:

North Iron Mountain Road, South Iron Mountain Road, Grass Mountain Road, Chrome Mountain Road, West Thunder Mountain Road, and East Thunder Mountain Road will be constructed within a 56-foot right-of-way using curb and gutter and full-width pavement (34-feet back of curb to back of curb). Curb and Gutter will be installed per the City of Billings Standards in place at time of construction.

Per the Traffic Impact Study (TIS), the warrant criteria for a westbound right-turn lane at the intersection of Grand Avenue and Grand Peaks Drive was found to be satisfied at the time of Fifth Filing build-out. The Subdivider agrees to install a west bound right-turn lane on Grand Avenue at the Grand Peaks Drive intersection. The turn lane shall be subject to review and approval by the City Engineering office.

**B. Sidewalks**

1. Sidewalk on the internal streets shall be installed at the time of individual lot development. The sidewalk shall consist of a 5-foot-wide boulevard type sidewalk with a minimum 5-foot-wide boulevard.
2. Subdivider will install accessible ramps at the intersections, which shall be completed with the subdivision improvements.

**C. Street Lighting**

Construction or installation of street lights within the public rights-of-way shall not be required at this time, but street lights are included in the Waiver referenced herein for construction of the same in the future. A maintenance district for street lights may be formed for future maintenance of any street lights installed in the future.

**D. Traffic Control Devices**

The Subdivider shall furnish and install all necessary traffic control devices within and adjacent to the Subdivision in accordance with the plans and specification submitted to and approved by the City Engineer. Traffic control devices shall include all necessary signing, striping, and channelization devices to properly complete the implementation of the proposed street construction.

Based on the Traffic Impact Study (TIS), the Fifth Filing development's portion of critical volumes for impacted intersections are as follows:

	54th St. W./ Grand Ave.	54th St. W./ Rimrock Road
Fifth Filing	0.53%	0.25%

City and Subdivider agree that the Subdivider will not be required to make cash contributions to these intersections.

**E. Access**

West Thunder Mountain Road and East Thunder Mountain Road will provide access to the subdivision through Grand Peaks Subdivision, Third Filing. The interior streets will be located within a 56-foot right-of-way and will have a width of 34-feet back of curb to back of curb.

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

54th Street West is a proposed short-term bike lane route. A 10-foot trail was recently constructed on the west side of 54th Street West along the Subdivision frontage, and as such, no other trail improvements are required as part of this subdivision.

**G. Public Transit**

The subdivision does not require improvements to ensure public transit service.

**IV. EMERGENCY SERVICE**

The City will provide emergency service. Fire hydrants shall be provided at each street intersection and at intermediate locations where distances exceed 500-feet. Appropriate turn-arounds will be located on any dead-end street in excess of 150-feet.

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and fire hydrant(s) 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 not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

## **V. STORM DRAINAGE**

Storm drainage for the public streets shall be provided by a combination of surface drainage and curbs and gutters, drained to underground storm drains, and with discharge to a new detention facility that is located within the subdivision. This detention facility has been sized to accept additional runoff generated from the future Grand Peaks Subdivision, Sixth Filing. The detention facility on site will be sized to store the stormwater generated by Grand Peaks Subdivision, Fifth and Sixth Filing. Storm water will be pumped out of the detention facility and directed to the existing storm water detention facility in Grand Peaks Subdivision, Third Filing, located on Lot 1, Block 6. Stormwater management facilities for the subdivision must be able to pass flows generated outside the subdivision area without inundating existing and proposed home sites. All drainage improvements shall comply with the provisions of the *Stormwater Management Manual* and Section 23-706, BMCC, a stormwater management plan shall be submitted to and approved by the Engineering Division prior to filing of the final plat.

The stormwater detention area is to be located within a private park lot deeded to the Grand Peaks Subdivision, Fifth and Sixth Filing HOA and will be an integral part of the public street drainage system. The pumped discharge line from the HOA detention facility shall be located within the public right of way. The drainage system improvements will be in accordance with the recommendations of the stormwater analysis and report prepared and submitted with the improvement plans and specifications. Maintenance of the stormwater retention area and associated drainage facilities shall be by the Grand Peaks Subdivision, Fifth and Sixth Filing HOA. The developer shall submit a landscape plan to the City of Billings for review and provide approved landscape improvements for the lot. The landscape improvements shall be completed with the subdivision improvements.

Furthermore, as part of the storm water system improvements, Subdivider shall pay a cash contribution for twenty five percent (25%) of the cost of a City project (including construction cost, design, construction observation, and staking cost) to convey storm water from the storm water detention facility located on Lot 1, Block 6, Grand Peaks Third Filing to a City conveyance system located in Grand Avenue. The Developer is required to provide a monetary security prior to final plat approval, and the cash contribution is required once the City project has been bid and awarded.

## **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 Fees in effect at the time new water and/or sanitary sewer service connections are made.

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

**A. Water**

The subdivision will be served by making two connections to public water mains, one at West Thunder Mountain Road and one on East Thunder Mountain Road. A new 8-inch water main will be installed in the local interior streets of the subdivision which is subject to approval from the City of Billings. The water main within the subdivision will make looped connections whenever possible. Fire hydrants will be provided at all appropriate locations and are also subject to approval by the City of Billings.

**B. Sanitary Sewer**

The subdivision will be served by making a connection to existing sewer mains located in East and West Thunder Mountain Roads. The sanitary sewer located within Grand Peaks Subdivision, Fifth Filing will consist of 8-inch sanitary sewer main which is subject to approval from the City of Billings.

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

All telephone, gas, electrical power, and cable television lines shall be the responsibility of the Subdivider. Any line located within public right-of-way shall be subject to approval of the City Engineer.

**VII. PARKS/OPEN SPACE**

The park land for this subdivision (additionally including the proposed Grand Peaks Subdivision, Sixth Filing) is 2.02 acres. The Subdivider proposes to

dedicate land for a private park. The Subdivider will install turf and irrigation in the private park. The private park will be maintained by the Grand Peaks Subdivision, Fifth Filing and Sixth Filing Homeowners Association (HOA).

Lot owners are advised they will be subject to inclusion in a Parks Maintenance District (PMD) for the operation and maintenance of the regional Cottonwood Park that is also covered in the Waiver.

#### **VIII. IRRIGATION**

No permanent irrigation ditches, field laterals, or irrigation easements exist on the subdivision.

#### **IX. SOILS/GEOTECHNICAL STUDY**

A geotechnical report was performed within the area of this subdivision and submitted with the preliminary plat. The recommendations are found in the "Geotechnical Investigation Report, Approximate 25 Acre Parcel North of Existing Grand Peaks Subdivision, Billings, Montana" by Geoscience, PLLP dated March 10, 2016. Lot owners and homebuilders shall reference the report in its entirety, but a summary is as follows:

1. Over-excavation and structural fill is an option. Settlement risk is estimated at 3/4 to 1 1/2 inches. The geotechnical engineer shall observe excavation and fill work. (Sections 5.1, 5.2, 5.15).
2. Structural fill shall be placed in maximum 6-inch lifts and compacted to 98-percent of maximum dry density per ASTM D 698. (Section 5.8.4)
3. Footings, foundation walls, retaining walls, interior slabs, and exterior slabs shall be designed by a structural engineer. (Sections 5.11 and 5.12)
4. Footings shall not be below 4 to 5 feet of existing grades. (Section 5.1)
5. Exterior backfill in non-structural and landscape areas shall be compacted to a minimum of 92 percent of maximum dry density per ASTM D 698, and exterior backfill below concrete slabs, driveways, sidewalks, and all other paving shall be compacted to a minimum of 95 percent of maximum dry density per ASTM D 698. (Section 5.8.4)
6. Site grading and surface water control is described in Section 5.9.

7. The assessment and mitigation of these soil conditions shall be the responsibility of the lot owner. The City may require the owner of each lot to include a geotechnical investigation with the building permit submittal.

**X. 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.

**XI. 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”

**J & S DEVELOPMENT CO.**

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

Its: \_\_\_\_\_

STATE OF MONTANA     )  
  : ss  
County of Yellowstone     )

On this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the person who executed the foregoing instrument as the \_\_\_\_\_ of **J & S DEVELOPMENT CO.**, 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  
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:

*Grand Peaks Subdivision, Fifth Filing*

Signed and dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

“SUBDIVIDER”

**J & S DEVELOPMENT CO.**

\_\_\_\_\_

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 **J & S DEVELOPMENT CO.**, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

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

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





# CITY OF BILLINGS

WILLIAM A. COLE, MAYOR

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

December 16, 2019

J&S Development  
1733 East Thunder Mountain Road  
Billings, MT 59106

Dear Applicant:

On December 16, 2019, the Billings City Council conditionally approved the preliminary plat of Grand Peaks Subdivision, 5<sup>th</sup> Filing, subject to the following conditions of approval:

1. To protect public health and safety with increased area traffic, prior to final plat approval, the applicant will submit all necessary information required by City of Billings Engineering Division to update TIS information for this filing for review and approval.
2. To minimize the effects on local service, prior to final plat approval, the applicant will coordinate with the USPS for locating and providing the correct amount of space for safely delivering the mail to the residents.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
4. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have questions please contact Dave Green at (406) 247-8666 or by email at [greend@billingsmt.gov](mailto:greend@billingsmt.gov)

Sincerely,

---

William A. Cole, Mayor

pc: Sanderson Stewart

**Regular City Council Meeting**

**Meeting Date:** 12/16/2019  
**TITLE:** Grand Peaks Subdivision, 6th Filing - Preliminary Major Plat  
**PRESENTED BY:** Monica Plecker  
**Department:** Planning & Community Services  
**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

On October 1, 2019, Sanderson Stewart, agent for J&S Development Co., applied for preliminary major plat approval for Grand Peaks Subdivision, 6th Filing. The proposed subdivision creates 30 new lots for development. The subject property is generally located on the east side of 54th Street West and north of Grand Avenue. The property is zoned Residential 7000 (R70). The proposed lots will be developed in compliance with the zoning as the property is developed.

**ALTERNATIVES ANALYZED**

In accordance with state law, the City Council has 60 working days to act upon this major preliminary plat. The 60 working day review period for the proposed plat ends on December 27, 2019. State and City subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 60 working day review period, the City Council is required to:

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

**VARIANCE REQUESTED**

No variance has been requested.

**FINANCIAL IMPACT**

Approval of this subdivision will have no direct financial impact on the Planning Division.

**BACKGROUND**

**PROCEDURAL HISTORY**

- Pre-application meeting August 8, 2019
- Preliminary plat application submitted to Planning Division on October 1, 2019.
- Departmental review meeting October 17, 2019
- Preliminary plat re-submittal October 24, 2019 Planning Board plat review November 13, 2019
- Planning Board public hearing November 26, 2019
- Preliminary plat to City Council December 16, 2019
- 60 working-day preliminary plat review period ends December 27, 2019

**PLAT INFORMATION**

General location: East side of 54th Street West and north of Grand Avenue  
Legal Description: L2, B9 of Grand Peaks Sub 5th Filing  
Owner/Subdivider: J&S Development Co.

Engineer and Surveyor: Sanderson Stewart  
Existing Zoning: R70  
Existing land use: Former Farm Land  
Proposed land use: Residential  
Gross and Net area: 9.3 acres / 7.5 acres  
Proposed number of lots: 30  
Lot size: Max: 13,214 square feet  
Min.: 9,668 square feet  
Parkland requirements: The applicant provided 2.023 acres of parkland with the 5th Filing. This parkland dedication fulfills the requirement for the 5th and 6th Filing.

## **STAKEHOLDERS**

Staff gave a brief presentation to the Planning Board. During the public hearing, Teri Hahn of Sundance Mountain Circle asked for clarification related to the utility easement provided in the southwest corner of the subdivision. Gary Owen, agent for the applicant clarified the easement is on both sides of the lot line and is 8 feet wide. After the public hearing was concluded, board member Jon Thompson moved to recommend conditional approval to the City Council. Board member Woody Woods seconded the motion. The motion passed unanimously.

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

Consistency with the 2016 Growth Policy, the 2018 Transportation Plan, and Billings Area Bikeways and Trail Master Plan are discussed within the Findings of Fact.

## **RECOMMENDATION**

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

The Planning Board recommends conditional approval of the preliminary plat of Grand Peaks Subdivision, 6th Filing, to the City Council, and adoption of the Findings of Fact as presented in the staff report and the SIA.

## **PROPOSED CONDITIONS OF APPROVAL**

Pursuant to Section 76-3-608(4), MCA, the following conditions are recommended to reasonably minimize potential adverse impacts identified within the Findings of Fact.

1. To protect public health and safety with increased area traffic, prior to final plat approval, the applicant will submit all necessary information required by City of Billings Engineering Division to update TIS information for this filing for review and approval.
2. To minimize the effects on local service, prior to final plat approval, the applicant will coordinate with the USPS for locating and providing the correct amount of space for safely delivering the mail to the residents.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
4. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the

State of Montana.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Findings of Fact

Proposed Plat

SIA

Mayors Letter

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## **FINDINGS OF FACT**

The Planning staff has prepared the Findings of Fact for the preliminary plat of Grand Peaks Subdivision, 6<sup>th</sup> Filing. These findings are based on the preliminary plat application and supplemental documents; addressing the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(H), BMCC).

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

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

The subject property was formerly farmland. There are no existing irrigation facilities on the subject property. The proposed subdivision will not have an impact on existing agricultural areas because it was previously platted and this proposed subdivision will re-plat large lots from previous filings. There is no anticipated negative effect on agricultural irrigation facilities or agriculture from this proposal.

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

- a. **Utilities** – Water service will be provided by the City of Billings. The developer will connect to existing 8-inch water lines in North and South Iron Mountain Roads. They will also be connecting to the public water main in 54<sup>th</sup> Street West. New water mains will be in all of the new local streets, new individual services to all of the lots, and new fire hydrants in accordance with design standards, specifications, rules and regulations of the City of Billings Public Works Department, Fire Department and the Montana Department of Environmental Quality (MDEQ).

The water lines will create a looped system to maintain equal water pressures throughout the development as the subdivision is constructed as outlined in the SIA under the heading VI Utilities A. Water.

Sanitary sewer service will be provided by the City of Billings. This filing of the subdivision will have 8-inch sewer mains connecting to existing 8 inch lines already in the subdivision in North and South Iron Mountain Roads. The subdivider will install new sewer mains in the local streets and individual services for each lot in accordance with design standards, specifications, rules and regulations of the City of Billings Public Works Department and MDEQ as outlined in the SIA under the heading VI Utilities B. Sanitary Sewer.

Private utility companies will provide gas and electric services to the subdivision. Easements have been shown on the face of the plat that are acceptable to these utility providers.

- b. **Storm water** – Storm water drainage is to be handled by curb and gutters that discharge into storm drainage piping as well as surface conveyance in some areas.

The storm drainage pipes will discharge into a detention area located in a private park, located in the fifth filing, which will be maintained by the HOA for the fifth and sixth filings of this subdivision. The private park that will be maintained by the HOA for the fifth and sixth filings of this subdivision.

These and all other drainage improvements shall satisfy the criteria set forth by the *City of Billings Stormwater Management Manual* and will be subject to review and approval by the City Engineering Division.

- c. **Solid waste** – The City of Billings will provide solid waste collection and disposal. The City’s landfill has adequate capacity for this waste.
- d. **Streets** – All internal streets are to be built to City standards providing the required road width, curb/gutters, and boulevard sidewalks. They will be built to meet the requirements of the City of Billings Engineering Division; they shall be reviewed and approved by the City of Billings Engineering Division before any construction.

The applicant will provide a cash in lieu contribution to widening 54<sup>th</sup> Street west along the frontage of this filing of Grand Peaks subdivision. This is identified in the SIA under the heading III Transportation A. Streets 1.

A TIS has been submitted with each previous filing of the subdivision. As the filings get built out the number of trips change and the impacts of the surrounding roads and intersections change. The applicant will provide all TIS information and updates as needed by City of Billings Engineering division prior to final plat approval. **(Condition #1)**

- e. **Emergency services** – The Billings Police and Fire Department will respond to emergencies within the proposed subdivision. The fire station that services this area is located at 604 S. 24<sup>th</sup> St. West (Station #5). The applicant will be installing fire hydrants at the required locations to meet regulations outlined in Fire Code.

The Billings Police noted in comments that “continued development will eventually require additional resources to maintain current levels of service”.

The subdivision is located within the ambulance service area of American Medical Response (AMR).

- f. **Schools** –School District #2 will provide educational services to elementary through high school students. Meadowlark Elementary, Ben Steele Middle School and West High School would serve students in this subdivision. A response from School District #2 indicates that schools are currently over capacity.

- g. **Parks and Recreation** – Parkland for this subdivision was met with the 5<sup>th</sup> Filing. With the 5<sup>th</sup> Filing 2.02 acres of parkland was dedicated. It is a private park maintained by the HOA. The subdivider will install turf and irrigation. Lot owners in this subdivision are also subject to inclusion in the PMD for the regional park, Cottonwood Park.
- h. **Mail Delivery** - The United States Postal Service will provide postal service to the subdivision; they have indicated centralized box units (CBU) will be required. The postal service has requested a CBU be installed on the corner of Iron Mountain Road and 54<sup>th</sup> Street West. The applicant will work with the USPS to determine a satisfactory location for the CBU with this filing. (**Condition #2**)

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

The subject property was originally farmland and is not a significant habitat for wildlife. Montana Fish Wildlife and Parks indicates there is some antelope and deer grazing that takes place but not a significant amount. During development, storm water pollution prevention best management practices are required and monitored to prevent erosion on exposed ground. Overall, the effect on the natural environment should be minimal.

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

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

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

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

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

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-210, MCA.

## **C. Does the subdivision conform to the Yellowstone County-City of Billings 2016 Growth Policy, the 2018 Urban Area Transportation Plan and the Billings Area Bikeway and Trail Master Plan? [BMCC 23-302.H.4.]**

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

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

**Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods):** Neighborhoods that are safe and attractive and provide essential services are much desired (p.8).

**Home Base (healthy, safe and diverse housing options)** Homes that are safe and sound support a healthy community

**Community Fabric (attractive, aesthetically pleasing, uniquely Billings)** Outdoor public spaces provide casual and relaxing gathering areas for people.

The 2001 West Billings Plan identifies this area as residential. The proposed subdivision is for residential development.

**2. 2018 Urban Area Transportation Plan**

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

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

The proposed subdivision lies within the jurisdiction of the BABTMP. There is a future bike lane identified on 54<sup>th</sup> Street West. That lane is to be added at a future date when the road is built out to its full width. There is currently a 10-foot wide trail constructed on the west side of 54<sup>th</sup> Street West along that subdivision frontage.

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

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

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

The subject property complies with current zoning and further compliance requirements will be enforced with the construction of homes on lots.

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

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

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

Legal and physical access is provided to the proposed lots from East and West Thunder Mountain Roads, and the new proposed internal roads.

### **CONCLUSIONS OF FINDINGS OF FACT**

- The preliminary plat of Grand Peaks Subdivision, 6<sup>th</sup> Filing does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to several of the goals and policies of the 2016 Growth Policy and does not conflict with the Transportation Plan or Billings Area Bikeways and Trail Master Plan.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

### **RECOMMENDATION**

The Planning Board recommends conditional approval of the preliminary plat of Grand Peaks Subdivision, 6<sup>th</sup> Filing to the City Council, and adopt the Findings of Fact as presented in the staff report and the SIA.

Approved by the Billings City Council, December 16, 2019

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William A. Cole, Mayor

# PRELIMINARY PLAT OF GRAND PEAKS SUBDIVISION, 6TH FILING

LOT 2, BLOCK 9 OF GRAND PEAKS SUBDIVISION, 5TH FILING  
SITUATED IN SW1/4 OF SECTION 32, T. 1 N., R. 25 E., P.M.M.  
BILLINGS, MONTANA

PREPARED FOR : JEFF JUNKERT CONSTRUCTION

AUGUST, 2019

PREPARED BY : SANDERSON STEWART

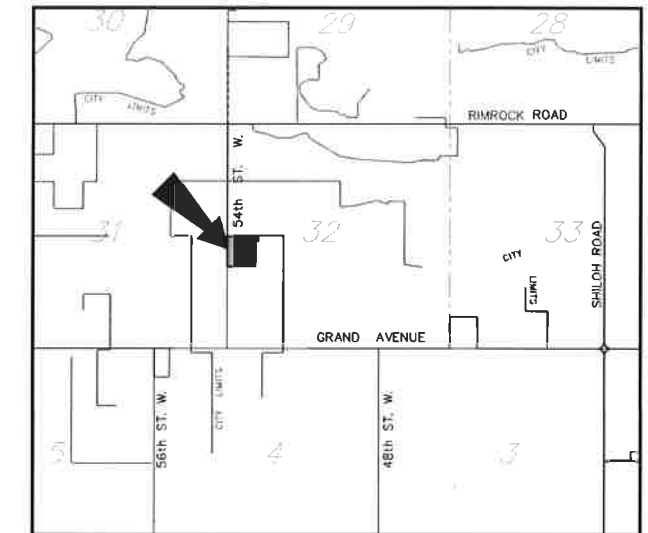
BILLINGS, MONTANA

**CERTIFICATE OF SURVEY No. 1815**

CITY OF BILLINGS  
PO BOX 1178  
BILLINGS, MT 59103-1178

RAY, JERRY T  
BILLINGS, MT 59106  
2245 54TH ST W  
COS Parcel: 2B  
BILLINGS, MT 59106-1261

**CERTIFICATE OF SURVEY No. 1952**



**VICINITY MAP**  
NOT TO SCALE



SCALE: 1:50 X REF

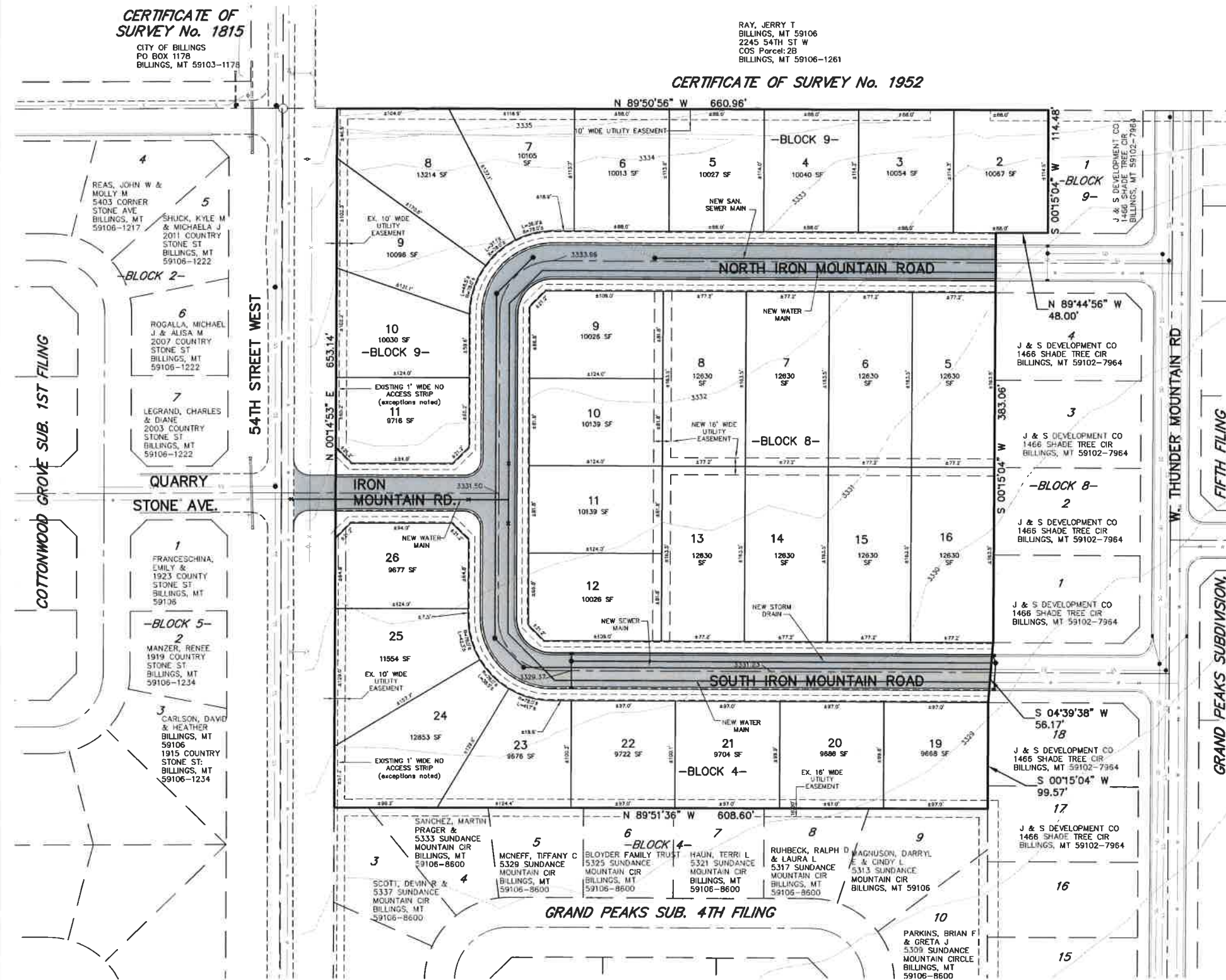
BASIS OF BEARING: (ORIGINAL PLAT/C.O.S.) ON THE BASIS OF BEARINGS FOR THIS SURVEY HAS BEEN DERIVED FROM GPS OBSERVATIONS AND IS BASED ON A NAD 83, LAMBERT CONFORMAL CONIC, SINGLE PARALLEL, LOW DISTORTION PROJECTION FOR THE CITY OF BILLINGS; HAVING A POINT OF ORIGIN AT 45°47'00"N LATITUDE AND 108°25'00"W LONGITUDE WITH A SCALE FACTOR OF 1.0001515. THE GRID TO GROUND COMBINED SCALE FACTOR AT [monument description] IS x.xxxxxxxxxxxxx; THE CONVERGENCE ANGLE IS -x'xx'xx". 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.

**PLAT DATA**

GROSS AREA	= 9.30 AC.
NET AREA	= 7.51 AC.
NUMBER OF LOTS	= 30
MINIMUM LOT SIZE	= 9,668 S.F.
MAXIMUM LOT SIZE	= 13,214 S.F.
LINIAL FEET OF STREETS	= 1,412 L.F.
PARKLAND REQUIREMENT	= 0.826 AC.
PARKLAND DEDICATION	= MET THROUGH DEDICATION IN PREVIOUS FILING
EXISTING ZONING	= R-7000
SURROUNDING ZONING:	
NORTH	= AG OPEN
SOUTH	= R-7000
EAST	= R-7000 & R-5000
WEST	= R-7000
EXISTING LAND USE	= VACANT
PROPOSED LAND USE	= SINGLE-FAMILY RESIDENTIAL



Return to:  
Sanderson Stewart  
1300 North Transtech Way  
Billings, MT 59101

**SUBDIVISION IMPROVEMENTS AGREEMENT  
& WAIVER OF RIGHT TO PROTEST  
FUTURE SPECIAL IMPROVEMENT DISTRICTS  
GRAND PEAKS SUBDIVISION, SIXTH FILING**

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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  
GRAND PEAKS SUBDIVISION, SIXTH FILING**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **J & S DEVELOPMENT CO.**, whose address for the purpose of this agreement is 1733 East Thunder Mountain Road, Billings, MT 59106, 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 Grand Peaks Subdivision, Sixth Filing; and

**WHEREAS**, at a regular meeting conducted on \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the City Council conditionally approved a preliminary plat of Grand Peaks Subdivision, Sixth Filing; and

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

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

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

**I. VARIANCES**

A. Subdivider has requested, and the City hereby grants, the following variances by the City Council from the strict interpretation of the City's Subdivision Regulations (Section 23.1401, BMCC):

1. No Variances are requested.

**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. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the "Geotechnical Investigation Report, Approximate 25 Acre Parcel North of Existing Grand Peaks Subdivision, Billings, Montana" by Geoscience, PLLP dated March 10, 2016. Lot owners and homebuilders shall reference the report in its entirety, but a summary is as follows:

1. Over-excavation and structural fill is an option. Settlement risk is estimated at 3/4 to 1 1/2 inches. The geotechnical engineer shall observe excavation and fill work. (Sections 5.1, 5.2, 5.15).
2. Structural fill shall be placed in maximum 6-inch lifts and compacted to 98-percent of maximum dry density per ASTM D 698. (Section 5.8.4)
3. Footings, foundation walls, retaining walls, interior slabs, and exterior slabs shall be designed by a structural engineer. (Sections 5.11 and 5.12)
4. Footings shall not be below 4 to 5 feet of existing grades. (Section 5.1)
5. Exterior backfill in non-structural and landscape areas shall be compacted to a minimum of 92 percent of maximum dry density per

ASTM D 698, and exterior backfill below concrete slabs, driveways, sidewalks, and all other paving shall be compacted to a minimum of 95 percent of maximum dry density per ASTM D 698. (Section 5.8.4)

6. Site grading and surface water control is described in Section 5.9.
- 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. Lot owners are advised they will be subject to inclusion in a Parks Maintenance District (PMD) for the operation and maintenance of the regional Cottonwood Park.
  - G. 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.
  - H. 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 Chapter 28, BMCC and detailed in the Billings Stormwater Management Manual.
    1. The lowest finish floor elevation (which includes the garage) shall be a minimum of 18-inches higher than the top of curb, measured from the highest location along the lot frontage. Home builder and lot owner may find it necessary to raise the finish floor elevation of

house or garage above this minimum during on-site building design and/or during on-lot grading.

2. The stormwater runoff from individual lots shall be directed toward the public right-of-way wherever possible. However, due to the existing terrain of the subdivision this is not possible for every lot. Where runoff from lots cannot be directed to public right-of-way because existing terrain is falling away from the public right of way, the stormwater runoff shall be directed to flow to the same location as it has historically. Home builder and lot owners shall consider the effect of potential off-lot run-on waters from lots uphill of the subject lot, and grade around the home to provide positive drainage away from the home. Home builder and lot owners must take necessary measures to protect the house from surface stormwater flows. Lots shall allow, through on-site building design and on-lot grading, for stormwater to pass through each lot without negatively impacting adjacent lots. The lowest openings on each home (window wells) are to be located outside the designated drainage paths. If this is not possible, the builder and lot owners must take necessary measures to protect these openings from inundating from surface water flows. In any case, the homebuilder shall allow enough space between window wells and property lines to provide sufficient swales and proper storm water drainage away from window wells.
3. Each owner of a completed lot shall be a member of the Grand Peaks Sixth and Sixth Filing Homeowners Association (HOA). Membership shall be appurtenant to and may not be separated from ownership of a lot. The Home Owners Association will be set up to maintain the permanent stormwater detention facilities. The HOA Board of Directors shall have the power, in its discretion, to exclude costs of major repairs or approved capital improvements to the HOA Storm Water System from the regular monthly assessments and, instead, impose special assessments for these expenses, and for emergencies, as they are incurred.
4. Lot owners should be aware that portion(s) of this property lie within a portion of the Cove Creek and Little Cove Creek drainages (0.2 percent chance of flood hazard) as shown in the attached Exhibit A—Excerpted from the PBS&J West Billings Flood Hazard Study (May 2007). Lots affected by the flood hazard shall have minimum finished floor elevations a minimum of 2 feet above the base flood elevation.

### III. TRANSPORTATION

#### A. Streets

1. **54th Street West:** 54th Street West is designated as a Minor Arterial and is located within a 100-foot right-of-way, which conforms to right-of-way widths in adjacent subdivisions for 54th Street West. It is required that 54th Street West be constructed with a minimum standard width of 42-feet, back of curb to back of curb. That portion of 54th Street West adjacent to the subdivision has been partially constructed. The existing street includes approximately 26-feet of asphalt. The Subdivider will provide a cash-in-lieu contribution for the construction of approximately an additional 6-feet of asphalt surface with a satisfactory sub-base, base course, standard curb and gutter, and any necessary tapers on 54th Street West along the frontage of the subdivision due prior to final plat approval of Sixth Filing. The cash-in-lieu contribution will also include engineering design and construction administration.

2. Subdivider will enter into a private contract for the construction of all required improvements for those streets within the subdivision, as follows:

North Iron Mountain Road, South Iron Mountain Road, and Iron Mountain Road will be constructed within a 56-foot right-of-way using curb and gutter and full-width pavement (34-feet back of curb to back of curb). Curb and Gutter will be installed per the City of Billings Standards in place at time of construction.

#### B. Sidewalks

Sidewalk on the internal streets shall be installed at the time of individual lot development. The sidewalk shall consist of a 5-foot-wide boulevard type sidewalk with a minimum 5-foot-wide boulevard.

Subdivider will install accessible ramps at the intersections, which shall be completed with the subdivision improvements.

#### C. Street Lighting

Construction or installation of street lights within the public rights-of-way shall not be required at this time, but street lights are included in the Waiver referenced herein for construction of the same in the future. A

maintenance district for street lights may be formed for future maintenance of any street lights installed in the future.

**D. Traffic Control Devices**

The Subdivider shall furnish and install all necessary traffic control devices in accordance with the plans and specification submitted to and approved by the City Engineer.

**E. Access**

North and South Iron Mountain Roads will provide access to the subdivision through Grand Peaks Subdivision, Fifth Filing. 54th Street West will also provide access to the subdivision. The interior streets will be located within a 56-foot right-of-way and will have a width of 34-feet back of curb to back of curb.

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

54th Street West is a proposed short-term bike lane route. A 10-foot trail was recently constructed on the west side of 54th Street West along the Subdivision frontage, and as such, no other trail improvements are required as part of this subdivision.

**G. Public Transit**

The subdivision does not require improvements to ensure public transit service.

**IV. EMERGENCY SERVICE**

The City will provide emergency service. Fire hydrants shall be provided at each street intersection and at intermediate locations where distances exceed 500-feet. Appropriate turn-arounds will be located on any dead-end street in excess of 150-feet.

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and fire hydrant(s) 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 not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

## V. STORM DRAINAGE

Storm drainage for the public streets shall be provided by a combination of surface drainage and curbs and gutters, drained to underground storm drains, and with discharge to a detention facility that is located within Grand Peaks Subdivision, Fifth Filing. The detention facility located within Grand Peaks Subdivision, Fifth Filing has been sized to accept runoff generated from Grand Peaks Subdivision, Sixth Filing. The detention previously constructed with Grand Peaks Subdivision, Fifth Filing was sized to store the stormwater generated by both Grand Peaks Subdivision, Fifth and Sixth Filing.

Stormwater management facilities for the subdivision must be able to pass flows generated outside the subdivision area without inundating existing and proposed home sites. All drainage improvements shall comply with the provisions of the *Stormwater Management Manual* and Section 23-706, BMCC, a stormwater management plan shall be submitted to and approved by the Engineering Division prior to filing of the final plat.

The drainage system improvements will be in accordance with the recommendations of the stormwater analysis and report prepared and submitted with the improvement plans and specifications. Maintenance of the previously constructed stormwater detention area and associated drainage facilities shall be by the Grand Peaks Subdivision, Sixth and Sixth Filing HOA.

## 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 Fees in effect at the time new water and/or sanitary sewer service connections are made.

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

**A. Water**

The subdivision will be served by making three connections to public water mains, one at 54th Street West, one at North Iron Mountain Road and one at South Iron Mountain Road. A new 8-inch water main will be installed in the local interior streets of the subdivision which is subject to approval from the City of Billings. The water main within the subdivision will make looped connections whenever possible. Fire hydrants will be provided at all appropriate locations and are also subject to approval by the City of Billings.

**B. Sanitary Sewer**

The subdivision will be served by making a connection to existing sewer mains located in North and South Iron Mountain Roads. The sanitary sewer located within Grand Peaks Subdivision, Sixth Filing will consist of 8-inch sanitary sewer main which is subject to approval from the City of Billings.

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

All telephone, gas, electrical power, and cable television lines shall be the responsibility of the Subdivider. Any line located within public right-of-way shall be subject to approval of the City Engineer.

## **VII. PARKS/OPEN SPACE**

The park land for this subdivision was previously dedicated as part of Grand Peaks Subdivision, Fifth Filing and no further dedication is required with this subdivision the previously dedicated private park is maintained by the Grand Peaks Subdivision, Sixth Filing and Sixth Filing Homeowners Association (HOA).

Lot owners are advised they will be subject to inclusion in a Parks Maintenance District (PMD) for the operation and maintenance of the regional Cottonwood Park that is also covered in the Waiver.

## **VIII. IRRIGATION**

No permanent irrigation ditches, field laterals, or irrigation easements exist on the subdivision.

## **IX. SOILS/GEOTECHNICAL STUDY**

A geotechnical report was performed within the area of this subdivision and submitted with the preliminary plat. The recommendations are found in the "Geotechnical Investigation Report, Approximate 25 Acre Parcel North of Existing Grand Peaks Subdivision, Billings, Montana" by Geoscience, PLLP dated March 10, 2016. Lot owners and homebuilders shall reference the report in its entirety, but a summary is as follows:

1. Over-excavation and structural fill is an option. Settlement risk is estimated at 3/4 to 1 1/2 inches. The geotechnical engineer shall observe excavation and fill work. (Sections 5.1, 5.2, 5.15).
2. Structural fill shall be placed in maximum 6-inch lifts and compacted to 98-percent of maximum dry density per ASTM D 698. (Section 5.8.4)
3. Footings, foundation walls, retaining walls, interior slabs, and exterior slabs shall be designed by a structural engineer. (Sections 5.11 and 5.12)
4. Footings shall not be below 4 to 5 feet of existing grades. (Section 5.1)
5. Exterior backfill in non-structural and landscape areas shall be compacted to a minimum of 92 percent of maximum dry density per ASTM D 698, and exterior backfill below concrete slabs, driveways, sidewalks, and all other paving shall be compacted to a minimum of 95 percent of maximum dry density per ASTM D 698. (Section 5.8.4)
6. Site grading and surface water control is described in Section 5.9.
7. The assessment and mitigation of these soil conditions shall be the responsibility of the lot owner. The City may require the owner of each lot to include a geotechnical investigation with the building permit submittal.

**X. 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.

**XI. 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.



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  
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:

*Grand Peaks Subdivision, Sixth Filing*

Signed and dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

“SUBDIVIDER”

**J & S DEVELOPMENT CO.**

\_\_\_\_\_

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 **J & S DEVELOPMENT CO.**, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

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

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



# CITY OF BILLINGS

WILLIAM A. COLE, MAYOR

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

December 16, 2019

J&S Development  
1733 East Thunder Mountain Road  
Billings, MT 59106

Dear Applicant:

On December 16, 2019, the Billings City Council conditionally approved the preliminary plat of Grand Peaks Subdivision, 6<sup>th</sup> Filing, subject to the following conditions of approval:

1. To protect public health and safety with increased area traffic, prior to final plat approval, the applicant will submit all necessary information required by City of Billings Engineering Division to update TIS information for this filing for review and approval.
2. To minimize the effects on local service, prior to final plat approval, the applicant will coordinate with the USPS for locating and providing the correct amount of space for safely delivering the mail to the residents.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
4. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have questions please contact Dave Green at (406) 247-8666 or by email at [greend@billingsmt.gov](mailto:greend@billingsmt.gov)

Sincerely,

---

William A. Cole, Mayor

pc: Sanderson Stewart

**Regular City Council Meeting**

**Meeting Date:** 12/16/2019  
**TITLE:** Trails West Subdivision, 4th Filing - Preliminary Major Plat  
**PRESENTED BY:** Monica Plecker  
**Department:** Planning & Community Services  
**Presentation:** No

---

**PROBLEM/ISSUE STATEMENT**

On October 1, 2019, Ronald Frank, Douglas Frank, Deborah Frank and Dorn Wilson Development, LLC, applied for preliminary major plat approval for Trails West Subdivision, 4th Filing. The proposed subdivision would create 28 lots for single-family residences and one large remaining lot for future development. The first filing of this subdivision and a master plan of the entire development was first submitted and reviewed by the Planning Board in 2009. The subject property is generally located on the north side of Grand Avenue, just east of 56th Street West. The property is zoned Residential-6,000-Restricted (R-60-R) and Residential-9,600 (R-96).

**ALTERNATIVES ANALYZED**

In accordance with state law, the City Council has 60 working days to act upon this major preliminary plat. The 60 working day review period for the proposed plat ends on December 27, 2019. State and City subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 60 working day review period, the City Council is required to:

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

**VARIANCE REQUESTED**

No variance has been requested.

**FINANCIAL IMPACT**

Approval of this subdivision will have no direct financial impact on the Planning Division.

**BACKGROUND**

**PROCEDURAL HISTORY**

- Pre-application meeting August 22, 2019
- Preliminary plat application submitted to Planning Division on October 1, 2019.
- Departmental review meeting October 17, 2019
- Preliminary plat re-submittal October 24, 2019
- Planning Board plat review November 13, 2019
- Planning Board public hearing November 26, 2019
- Preliminary plat to City Council December 16, 2019
- 60 working-day preliminary plat review period ends December 27, 2019

## **PLAT INFORMATION**

General location: South side of Grand Ave., west of 56th St. West  
Legal Description: Lot 1, Block 17 and Lot 1, Block 16 Trails West 3rd  
Filing  
Subdivider/Owner: Ronald Frank, Douglas Frank and Deborah Frank  
and Dorn Wilson Development LLC  
Engineer and Surveyor: Sanderson Stewart  
Existing Zoning: R-96 and R-60-R  
Existing land use: Former Irrigated agricultural land  
Proposed land use: Single-Family Residential  
Gross area: 23.613 acres  
Net area: 21.84 acres  
Proposed number of lots: 28  
Lot size: Max: 13.66 acres  
Min.: 6,067 square feet  
Parkland requirements: The applicant is proposing a cash in lieu  
contribution to parks instead of land dedication.

## **STAKEHOLDERS**

Staff gave a brief presentation to the Planning Board. Applicant Rod Wilson gave a presentation detailing the development in the first three filings and the remaining filings. He also provided details about the stormwater retention methods used in the development. Planning Board member Jon Thompson asked if the trail system along the Birely Drain was located in the right of way or was part of an easement and how the system is maintained. Mr. Wilson confirmed the trail is part of an easement along the Drain and is maintained by the HOA. Planning Board President Tunnicliff applauded Rod for the trail development. No public comments were received during the public hearing. Wood moved to recommend conditional approval to the City Council. Dave Goodridge seconded the motion and it was passed unanimously.

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

Consistency with the 2016 Growth Policy, the 2018 Transportation Plan, and Billings Area Bikeways and Trail Master Plan are discussed within the Findings of Fact.

## **RECOMMENDATION**

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

The Planning Board recommends conditional approval of the preliminary plat of Trails West Subdivision, 4th Filing, to the City Council, adoption of the Findings of Fact as presented in the staff report and the SIA.

## **PROPOSED CONDITIONS OF APPROVAL**

Pursuant to Section 76-3-608(4), MCA, the following conditions are recommended to reasonably

minimize potential adverse impacts identified within the Findings of Fact.

1. To protect public health and safety with increased area traffic, prior to final plat approval, the applicant will submit all necessary information required by City of Billings Engineering Division to update TIS information for this filing for review and approval.

2. To minimize the effects on local service, prior to final plat approval, the applicant will coordinate with the USPS for locating and providing the correct amount of space for safely delivering the mail to the residents.

3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.

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

## **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Findings of Fact  
Proposed Plat  
SIA  
Mayors Letter

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## **FINDINGS OF FACT**

The Planning staff has prepared the Findings of Fact for the preliminary plat of Trails West, 4<sup>th</sup> Filing. These findings are based on the preliminary plat application and supplemental documents; addressing the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(H), BMCC).

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

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

There is currently no farm activity on the land for the proposed subdivision. The Birely Drain runs along the west side of the property. With previous filings, a dedicated right-of-way around the Birely Drain was made to the City of Billings. The Birely Drain District is amenable to having the City of Billings take over ownership of the drain at some point in the future. Currently other existing subdivisions and streets are using it for stormwater drainage as well as this subdivision. No water rights are being transferred to subsequent owners of this property.

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

- a. Utilities** – Public water will be provided by the City of Billings. This filing will connect to existing waterlines in Grouse Berry Street, Phantom Creek Avenue and Stockman Avenue. These connections will provide a looped system for equalized pressure in the subdivision. Each lot will have a connection to the water system for the individual homes to be built. All water construction improvement shall be installed in conformance with the design standards, specification, rules and regulations of the City of Billings and MDEQ with a review and approval before installation.

Sanitary sewer services will be provided to the future lots through lines within the internal subdivision streets extended from an existing line in Grouse Berry Street. Sanitary sewer lines will be low-pressure mains, the subdivider will install low-pressure sanitary sewer mains this will require the installation grinder pumps in each household. A paragraph regarding this requirement is found in the SIA under the heading II Property Conditions and Information for Lot Purchasers K.

Private utility providers shall use the provided easement outside the public right of way, these easement are shown on the face of the plat.

- b. Storm water** – Stormwater management for the proposed subdivision will be provided by directing water through a network of curb and gutters, inlets and piping. It will also pass through an existing mechanical stormwater filtration manhole to an existing stormwater detention facility built with the 3<sup>rd</sup> Filing. From the detention basin, storm water is discharged into the Birely Drain. A storm drain

report was submitted to City Public Works with the preliminary plat submittal. All drainage improvements shall satisfy the criteria set forth by the *City of Billings Stormwater Management Manual* and are subject to review and approval by the City Engineering Department.

The SIA, under the heading V. Storm Drainage B., outlines the maintenance of the ponds and all appurtenances associated with them is the responsibility of the HOA. There is an existing HOA with the subdivision and this filing will be included in the same HOA.

- c. **Solid waste** – The City of Billings will provide solid waste collection and disposal. The City’s landfill has adequate capacity for this waste.
- d. **Streets** – Access to the lots in the 4<sup>th</sup> Filing will be via extension of roads built with the previous filings of this subdivision. The internal subdivision streets will be constructed to 34-foot pavement widths, with curb, gutter, and 5-foot wide boulevard style sidewalks within 56-foot wide rights-of-way. The one exception is Stockman Avenue. Stockman Avenue will function as a Collector street; it will be built to a width of 39 feet within a 74-foot wide right-of-way. The sidewalks will be built at the time of lot development with the exception of the ADA ramps at the street intersections. Those will be built by the developer at the time of street construction. Proposed street names for the internal streets are extensions of existing streets within the subdivision.

The subdivider will be required to make off-site contributions toward the design and installation of future intersection traffic controls at the intersections of Grand Avenue and 54th Street West, at Grand Avenue and 56th Street West, and if determined necessary, at Central Avenue and 56<sup>th</sup> St. West. These intersections were identified in the Traffic Impact Study as being affected by the proposed subdivision. The required contributions are based on the estimated volume of subdivision traffic using these intersections and an estimated cost of the intersection for the design and construction of a solution to control traffic at the intersection. The final contribution amounts shall be approved by the City Traffic Engineer prior to final plat approval. **(Condition #1)**

A TIS has been submitted with each previous filing of the subdivision. As the filings get built out the number of trips change and the impacts of the surrounding roads and intersections change. The applicant will provide all TIS information and updates as needed by City of Billings Engineering division prior to final plat approval. **(Condition #1)**

- e. **Emergency services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The fire station that provides fire suppression service for this area is at 1501, 54<sup>th</sup> St. West (Station #7). The Fire Department finds the proposed layout will provide adequate emergency access. Comments from the Police department state that continued expansion of

subdivisions will require additional resources to maintain acceptable levels of service.

- e. **Schools** – The subdivision is located within School District #2. Students from the subdivision will attend Meadowlark Elementary School, Ben Steele Middle School, and West High School. Comments from School District #2 state that all of the mentioned schools are over maximum capacity.
- f. **Parks and Recreation** – In accordance with State and City laws, the subdivider is required to provide a minimum of 0.432 acres of parkland. The subdivider has proposed to meet this requirement by providing cash in lieu of land dedication.
- g. **Mail Delivery** - The United States Postal Service will provide postal service to the subdivision. They have requested the installation of centralized mailbox unit (CBUs). The USPS has requested a box on the corner of Phantom and Blackberry. This intersection will not be constructed until the 6<sup>th</sup> Filing. The developer will work with the USPS to provide a satisfactory location for a CBU for this filing. **(Condition #2)**

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

The subject property is vacant property that has been planned for urban development since the original Master Plan review in 2009. The property is generally flat, with the exception of the Birely Drain on the western edge, which is being protected in a dedicated right-of-way.

The geotechnical study was performed for the subdivision a summary of the information from that study is included in the SIA. The subdivision should have a minimal effect on the natural environment.

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

There are no known endangered or threatened species on the property. Future property owners should be aware that the proposed subdivision is located near prime wildlife habitat and adjacent to open agricultural areas, therefore conflicts with wildlife may occur. Any damage caused by wildlife is the responsibility of the owner. This notice is in the SIA.

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

Fire hydrants will be installed to meet fire department requirements. Sidewalks and trails will offer a safe place for pedestrians to walk. The effects on public health and safety should be minimal.

Comments received from the police state that continued growth of the city would require additional resources to be able to maintain expected levels of service.

**B. Was an Environmental Assessment required? [(MCA 76-3-603 and BMCC 23-302.H.1.)]**

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

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

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

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

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

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

**Home Base (healthy, safe and diverse housing options)** A mix of housing types that meet the needs of a diverse population is important. (p.9) Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings.

The 2001 West Billings Plan identifies this area as residential. The proposed subdivision is for residential development.

**2. 2018 Urban Area Transportation Plan**

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

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

The proposed subdivision lies within the jurisdiction of the BABTMP. There is no trail identified within the proposed subdivision. There are connections to the Ben Steele middle school from the subdivision.

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

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

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

The subject property is located within the R-60-R and R-96 zoning districts. All development shall comply with the standards set forth in Section 27-308, BMCC.

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

The subdivider has provided private utility easements as required by private utility providers on the face of the plat.

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

Legal and physical access is provided to the proposed lots from Grouse Berry Street, Phantom Creek Avenue and Stockman Avenue. The internal streets take access from Grand Avenue and 56<sup>th</sup> Street West.

**CONCLUSIONS OF FINDINGS OF FACT**

- The preliminary plat of Trails West Subdivision, 4<sup>th</sup> Filing does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to several goals and policies of the 2016 Growth Policy Update and does not conflict with the Transportation or Bikeway and Trail Plans.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

**RECOMMENDATION**

The Planning Board recommends conditional approval of the preliminary plat of Trails West Subdivision, 4<sup>th</sup> Filing, to the City Council, and adopt the Findings of Fact as presented in the staff report and the SIA.

Approved by the Billings City Council, December 16, 2019

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William A. Cole, Mayor

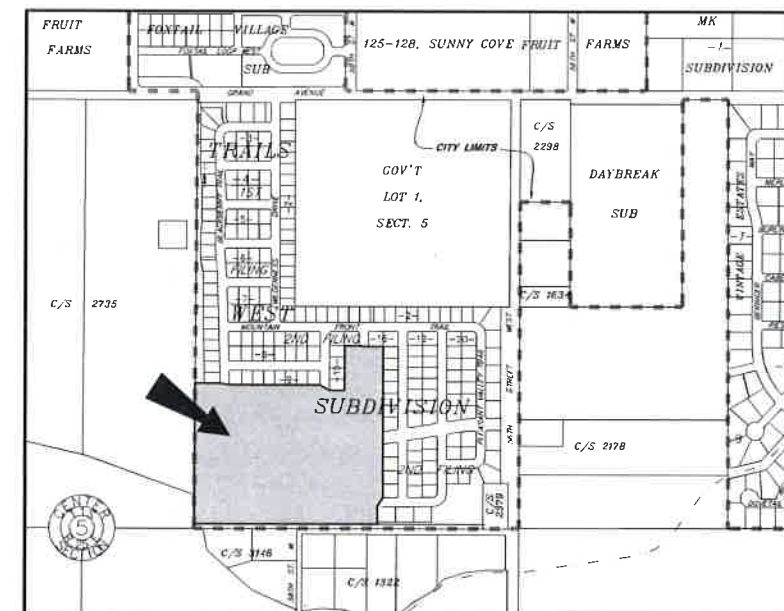
PRELIMINARY PLAT OF  
**TRAILS WEST SUBDIVISION, FOURTH FILING**  
 BEING LOT 1, BLOCK 16 & LOT 1, BLOCK 17 OF TRAILS WEST SUBDIVISION, THIRD FILING  
 SITUATED IN THE N.E. 1/4 OF SECTION 5, T.1S., R.25E., P.M.M.  
 BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : DORN-WILSON DEVELOPMENT, LLC

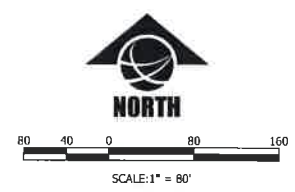
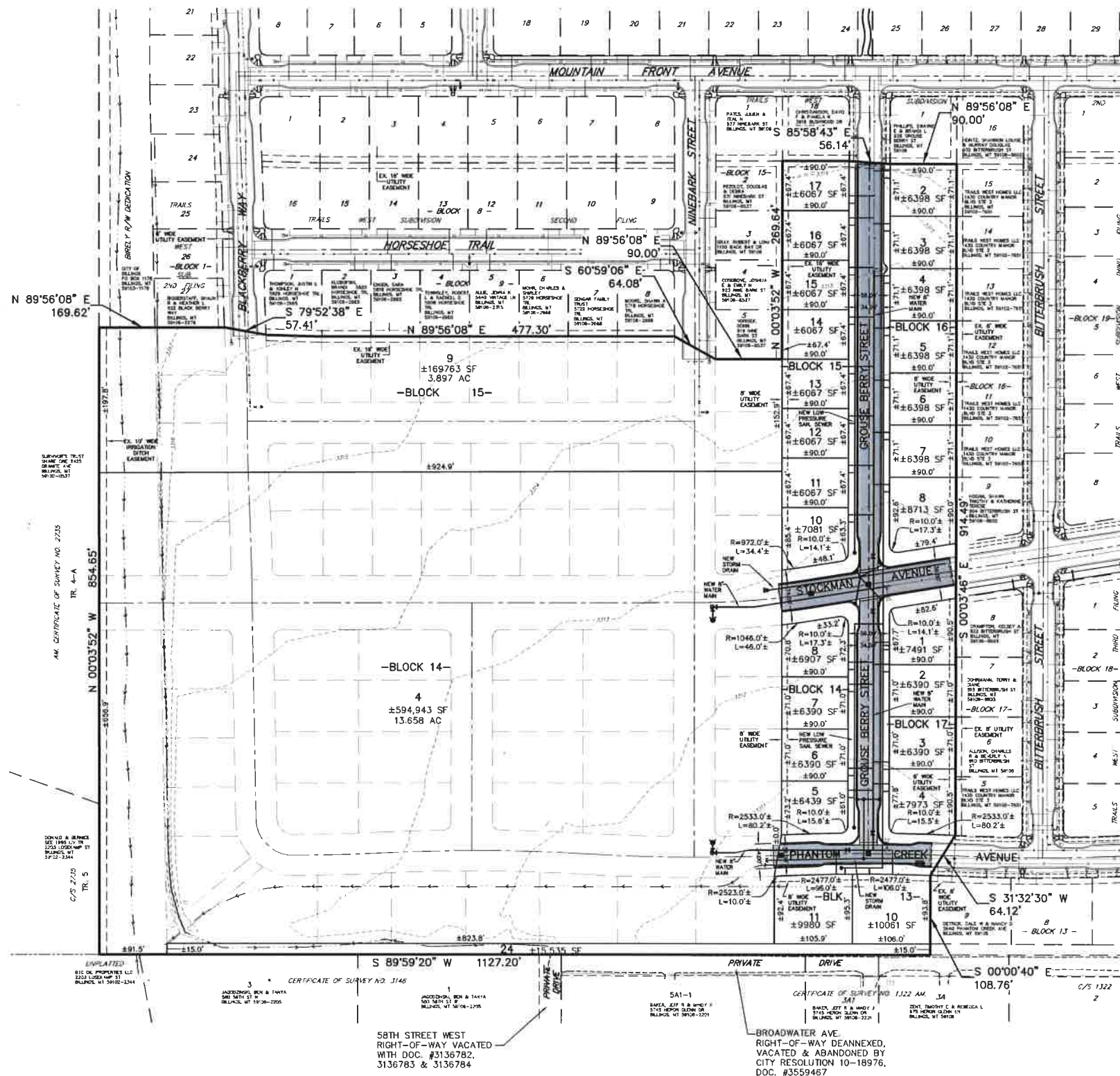
AUGUST, 2019

PREPARED BY : SANDERSON STEWART 

BILLINGS, MONTANA



VICINITY MAP  
 NOT TO SCALE



BASIS OF BEARING: (ORIGINAL PLAT/C.O.S.) OR 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 [monument description] IS xxxxxxxxxxxx; THE CONVERGENCE ANGLE IS -x'x'x'x'. 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.

**PLAT DATA**

GROSS AREA	= 23.61 AC.
NET AREA	= 21.84 AC.
NUMBER OF LOTS	= 28
MINIMUM LOT SIZE	= 6,067 S.F.
MAXIMUM LOT SIZE	= 594,943 S.F.
LINEAL FEET OF STREETS	= 1,400 L.F.
PARKLAND REQUIREMENT	= 0.432 AC.
PARKLAND DEDICATION	= CASH-IN-LIEU
EXISTING ZONING	= R-9600 & R-6000R
SURROUNDING ZONING:	
NORTH	= R-6000R
SOUTH	= AG SUBURBAN & AG OPEN
EAST	= R-6000R & R-9600
WEST	= AG SUBURBAN & AG OPEN
EXISTING LAND USE	= VACANT
PROPOSED LAND USE	= RESIDENTIAL

Return to:  
Sanderson Stewart  
1300 North Transtech Way  
Billings, MT 59101

**SUBDIVISION IMPROVEMENTS AGREEMENT  
& WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL  
IMPROVEMENT DISTRICTS  
TRAILS WEST SUBDIVISION, FOURTH FILING**

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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  
TRAILS WEST SUBDIVISION, FOURTH FILING**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **DORN-WILSON DEVELOPMENT, LLC**, whose address for the purpose of this agreement is 100 Emerald Drive, Billings, Montana 59105, hereinafter referred to as “Subdivider,” and the **CITY OF BILLINGS**, Montana, hereinafter referred to as “City.”

**WITNESSETH:**

**WHEREAS**, the preliminary plat of Trails West Subdivision, Fourth Filing, located in the City of Billings, Yellowstone County, Montana, was submitted to the Planning and Community Services Department which recommended its approval to the Yellowstone County Board of Planning; and

**WHEREAS**, at a meeting held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by the Yellowstone County Board of Planning, the Board recommended for approval, subject to certain conditions, an area known as Trails West Subdivision, Fourth Filing, and

**WHEREAS**, at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the City Council approved, subject to certain conditions, a preliminary plat of Trails West Subdivision, Fourth Filing, and

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

**WHEREAS**, the provisions of this agreement shall be effective and applicable to the plat of Trails West Subdivision, Fourth Filing, upon 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**

Subdivider requests no variances.

**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.** Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.
- D.** No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.
- E.** There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The

Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.

- F.** Lot owners should be aware that a geotechnical investigation and report was completed on August 11, 2008, for the property which identified the following recommendations for individual lots prior to house construction:
1. For structures with foundations constructed within five feet of natural grade, prior to building permit approval, written verification from a geotechnical engineer shall be obtained that foundation preparation and fill material are in compliance with Section 5.3 and Appendix B of the report. Foundations within 3.5 feet of original grade require over excavation by two feet in width and depth plus installation of geo-grid fabric. The new fill requires compaction to 98 percent.
  2. For structures with foundations constructed deeper than five feet of natural grade, prior to building permit approval, an engineered design will be required for a deep foundation system

A copy of the entire geotechnical report is available for review at the City Building and/or Planning Division offices.

- G.** Lot owners should be aware that the United States Postal Service mail delivery will be made only to centralized delivery locations. Such locations shall consist of from 8 to 16 mailboxes per location. The location of each centralized mailbox setting is shown on the overall development plan and the private contract construction plans. Subdivider shall install the mailboxes within the private contract for Fourth Filing.
- H.** Lot owners should be aware that agricultural activities could be present on surrounding properties. Any impacts associated with agricultural activities and any issue arising therefrom is the responsibility of the lot owners.
- I.** Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for any construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.
- J.** The developer and subsequent contractors/builders acknowledge that there is a Stormwater Pollution Prevention Plan (SWPPP) filed with the City and State Department of Environmental Quality (DEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as

required by DEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.

- K.** Lot owners should be aware that the installation of a Barnes Grinder Pump (or hydraulically comparable grinder pump) will be required at each home at time of lot development. Lot owners should be aware that there is the possibility of periodic maintenance and replacement of the grinder pumps.
- L.** Lot 24, Block 13 to be owned and maintained by the Trails West Subdivision Homeowners Association (HOA). The Developers of Trails West Subdivision and the adjacent lot owners to the south previously agreed on a 15-foot buffer between Trails West Subdivision and the existing County properties. Access to Lot 24, Block 13 will be provided from the east by Lot 4, Block 13, which is also a Trails West Subdivision HOA owned lot, and from the west from future Birely Drain right of way.
- M.** The lowest finished floor elevation (which includes the garage) shall be a minimum of 18-inches higher than the top of curb measured from the highest location along the lot frontage.
- N.** The lowest openings on each home (window well, walk-out basement doors, and equivalent openings) shall be located outside drainage paths. If this is not possible, the homebuilder and lot owners must take necessary measures to protect these openings from being inundated from surface water flows. Allow enough space between window wells and property lines to provide sufficient swales and drainage away from window wells and meet applicable building codes for drainage requirements.

### **III. TRANSPORTATION**

#### **A. Streets**

- 1. Grouse Berry Street and Phantom Creek Avenue shall be 34 feet back of curb to back of curb within 56-foot right-of-ways. These internal access roads shall be built to grade with a satisfactory subbase, base course, curb and gutter, and asphalt surface. All streets shall be built in accordance with the City of Billings site development ordinance, subdivision regulations, and Uniform Zoning Code.
- 2. Stockman Avenue shall be 39 feet back of curb to back of curb within a 74-foot right-of-way. This road shall be built to grade with

a satisfactory subbase, base course, curb and gutter, and asphalt surface. All streets shall be built in accordance with the City of Billings site development ordinance, subdivision regulations, and Uniform Zoning Code.

**B. Sidewalks**

City and Subdivider agree that the developer will install handicap accessibility ramps at the time of private contract construction. No other sidewalks will be installed by the developer as part of construction improvements. Individual lot owners will be responsible for the construction of the sidewalks adjacent to their lot at the time of lot construction. Sidewalks shall be 5-foot wide boulevard sidewalks.

**C. Street Lighting**

Construction or installation of street lights shall not be required at this time. If street lights are installed in the future, a street light maintenance district will be formed for the entire subdivision to accommodate maintenance of the street lights.

**D. Traffic Control Devices**

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

All off-site contributions and improvements shall be paid as required by the Traffic Impact Study (TIS) before final plat approval.

City and Subdivider agree that Subdivider will make cash contributions to improvements at the following intersections:

56th Street West and Grand Avenue  
54th Street West and Grand Avenue  
56th Street West and Central Avenue

The amount and timing of these contributions shall be as outlined below. These contributions represent a fair and equitable amount based on subdivision traffic using these intersections and may be used by the City for

design and construction of geometric improvements, auxiliary turn lanes, or intersection controls such as traffic signals or roundabouts, at these intersections. Improvements will not be constructed until the City determines they are needed, and the timing and extent of the improvements shall be at the City's sole discretion.

The amount of the contributions for the 54th Street West/Grand Avenue, 56th Street West/Grand Avenue and 56th Street West/Central Avenue intersections shall be as follows:

	54th St. W./ Grand Ave.	56th St. W./ Grand Ave.	56th St. W./ Central Ave.
Fourth Filing	\$4,765.59	\$3,032.65	\$911.21
Lot 4, Block 14 and Lot 9, Block 15	\$12,390.54	\$7,884.89	\$2,369.15

The contributions for Trails West Subdivision, Fourth Filing shall be made prior to final plat approval. No building permits or private contract permits will be issued until Subdivider has made the cash contribution to the City.

It is anticipated that Lot 4, Block 14 and Lot 9, Block 15 will be developed in separate subdivision filings. The total cash contribution attributable to Lot 4, Block 14 and Lot 9, Block 15 shall be as stated above; however, the contribution may be apportioned over the various filings based on the amount of traffic each is expected to generate. No building permits or private contract permits shall be issued for Lot 4, Block 14 and Lot 9, Block 15 until payment has been made for the filing being developed at that time.

**E. Access**

1. Access will be provided for the subdivision by extending Grouse Berry Street, Phantom Creek Avenue, and Stockman Avenue. These street connections will connect to the existing subdivision accesses to Grand Avenue and 56th Street West. The streets within the subdivision shall be subject to review and approval by the City Engineering office.

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

The Billings Area Bikeway and Trail Master Plan identifies Grand Avenue, adjacent to the site, as an arterial bikeway. The developer will construct a 10-foot wide multi-use path on the south side of Stockman Avenue at the time of private contract construction. Therefore, City and Subdivider agree that trail requirements are being met for the subdivision.

**G. Public Transit**

There are no MET Transit routes that service this subdivision at this time. No improvements with regard to MET Transit vehicles are anticipated at this time.

**IV. EMERGENCY SERVICES**

Access is provided to this subdivision from Grouse Berry Street, Phantom Creek Avenue and Stockman Avenue. Fire hydrants shall be provided at each street intersection, and at intermediate locations where distances exceed 500 feet. Appropriate turn arounds will be located on any street in excess of 150 feet.

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and fire hydrant(s) 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 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 not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

**V. STORM DRAINAGE**

- A.** The storm drainage system for Trails West Subdivision, Fourth Filing will consist of a curb and gutter surface collection and curb inlets that drain into storm drainage piping, as well as surface conveyance. The storm drain piping will discharge into existing storm drain piping and to an existing mechanical stormwater filtration manhole, and to an existing stormwater detention facility located on Lot 4, Block 13 Trails West Subdivision, 3rd Filing, with a discharge to the Birely Drain. The existing mechanical stormwater filtration manhole and stormwater storage volume were designed to include Trails West Subdivision, Fourth Filing. All drainage improvements shall comply with the provisions of the City of Billings *Stormwater Management Manual* and Chapter 28, BMCC.
- B.** The stormwater detention area is located on a private lot (Lot 4, Block 13 of Trails West Subdivision, Third Filing) and will be maintained by the homeowners' association (HOA) established for this subdivision. The mechanical stormwater filtration manhole is existing, and associated improvements are also privately owned and maintained by the HOA. Trails West Subdivision, Fourth Filing will be included in the HOA that is responsible to maintain these facilities. O&M requirements and HOA maintenance and fiscal responsibilities have been outlined within the Trails West Subdivision, Third O&M Manual.
- C.** The elevation of residential dwellings must be established in recognition of the City's policy that storm runoff flows are allowed to a depth of 18-inches in the gutter flowline of adjacent streets during the major storm.
- D.** Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for any construction on lots. Best Management Practices are defined within Chapter 28, BMCC and detailed in the City of Billings *Stormwater Management Manual*.
- E.** The Subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution Prevention Plan (SWPPP) filed with the City and the State Department of Environmental Quality (DEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by DEQ under the General Permit for Stormwater discharges Associated with Construction Activity, Chapter 28, BMCC and the City of Billings *Stormwater Management Manual*.

## **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 Fees in effect at the time new water and/or sanitary sewer service connections are made.

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

### **A. Water**

Service to the subdivision will be provided from the existing water main stubs in Grouse Berry Street, Phantom Creek Avenue, and Stockman Avenue. Connecting these mains will provide a looped system for the subdivision. Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. It is anticipated that each lot shall be provided with its own separate water service. All water construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality and will be approved by the Public Works Department.

### **B. Sanitary Sewer**

Service to the subdivision will be provided from an existing sanitary sewer main stubs in Grouse Berry Street. City and Subdivider agree that sanitary sewer service to the Fourth Filing of the subdivision will be provided through low-pressure sanitary sewer mains. Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. It is anticipated that each lot shall be provided with

its own separate low-pressure sanitary sewer service and each lot will need to use a Barnes Grinder Pump (or hydraulically comparable grinder pump). All sanitary sewer construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality, and will be approved by the Public Works Department, Distribution, and Collection Division.

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

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

**VII. PARKS/OPEN SPACE**

Section 76-3-621 of the Montana Code Annotated covers the park dedication requirement. Additionally, Section 23-1002. B.1 of the City of Billings municipal code covers parkland dedication of major subdivisions. The Fourth Filing has a total of 28 lots, requiring a parkland dedication of 0.432 acres. The Subdivider and City agree that this parkland dedication will be met through a cash-in-lieu payment to the development of Cottonwood Park. City and Subdivider agree the cash payment in lieu of parkland dedication shall be made prior to final plat approval. A comparative market analysis, or other approved method to determine raw land value, shall be used to determine the parkland dedication amount in accordance with Section 23-1006, BMCC.

**VIII. SOILS/GEOTECHNICAL STUDY**

The Subdivider has performed a geotechnical analysis for this property (dated August 11, 2008).

Recommendations from the report include:

1. Approximately six inches of surface soils should be stripped and removed from the site or stockpiled for use in non-structural areas.
2. Site and lot grading can be accomplished using conventional earthmoving equipment.

3. Fill across lot grading should be placed and compacted to a minimum of 95 percent relative compaction in accordance with the ASTM D698 compaction test method.
4. If trenches are extended deeper than five feet or are allowed to dry out, the excavations may become unstable and should be evaluated to verify the stability prior to occupation by construction personnel.
5. Street subgrade outside of utility trenches should be placed at 95 percent of ASTM D698 and utility trench backfill should be placed at 97 percent of ASTM D698.
6. The street section for the property shall include three inches of asphaltic concrete over a 10-inch base course.
7. The potential for sulfate attack from existing soils appears to be negligible, and conventional Type II cement may be used according to Table 1904.3 of the 2000 International Building Code.
8. For home construction, over-excavation will likely be required. It is recommended that a more comprehensive geotechnical study be completed prior to installing foundations so lot-specific site conditions can be determined.

#### **IX. 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.

#### **X. 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”

**DORN-WILSON DEVELOPMENT, LLC**

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

Its: \_\_\_\_\_

STATE OF MONTANA    )  
  : ss  
County of Yellowstone    )

On this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the person who signed the foregoing instrument as the \_\_\_\_\_ of **DORN-WILSON DEVELOPMENT, 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.

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

“OWNER”

**DOUGLAS D. FRANK**

\_\_\_\_\_

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 **Douglas D. Frank**, known to me to be the persons who signed the foregoing instrument and who acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.

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

“OWNER”

**DEBORAH FAYE FRANK**

\_\_\_\_\_

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 **Deborah Faye Frank**, known to me to be the persons who signed the foregoing instrument and who acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.

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

“OWNER”

**RONALD E. FRANK**

\_\_\_\_\_

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 **Ronald E. Frank**, known to me to be the person who signed the foregoing instrument and who acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.

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

This Agreement is hereby approved and accepted by 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 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: \_\_\_\_\_

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:

*Trails West Subdivision, Fourth Filing*

Signed and dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

“SUBDIVIDER”

**DORN-WILSON DEVELOPMENT, LLC**

\_\_\_\_\_

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 \_\_\_\_\_ of Dorn-Wilson Development LLC, the person who executed the forgoing instrument and 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.

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

“OWNER”

**DOUGLAS D. FRANK**

\_\_\_\_\_

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 **Douglas D. Frank**, known to me to be the persons who signed the foregoing instrument and who acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.

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

“OWNER”

**DEBORAH FAYE FRANK**

\_\_\_\_\_

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 **Deborah Faye Frank**, known to me to be the persons who signed the foregoing instrument and who acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.

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

“OWNER”

**RONALD E. FRANK**

\_\_\_\_\_

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 **Ronald E. Frank**, known to me to be the person who signed the foregoing instrument and who acknowledged to me that they executed the same. Witness my hand and seal the day and year herein-above written.

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



# CITY OF BILLINGS

WILLIAM A. COLE, MAYOR

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

December 16, 2019

Dorn-Wilson Development, LLC  
100 Emerald Drive  
Billings, MT 59105

Dear Applicant:

On December 16, 2019, the Billings City Council conditionally approved the preliminary plat of Trails West Subdivision, 4<sup>th</sup> Filing, subject to the following conditions of approval:

1. To protect public health and safety with increased area traffic, prior to final plat approval, the applicant will submit all necessary information required by City of Billings Engineering Division to update TIS information for this filing for review and approval.
2. To minimize the effects on local service, prior to final plat approval, the applicant will coordinate with the USPS for locating and providing the correct amount of space for safely delivering the mail to the residents.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
4. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have questions please contact Dave Green at (406) 247-8666 or by email at [greend@billingsmt.gov](mailto:greend@billingsmt.gov)

Sincerely,

---

William A. Cole, Mayor

pc: Sanderson Stewart

**Regular City Council Meeting**

**Meeting Date:** 12/16/2019  
**TITLE:** Trails West Subdivision, 5th Filing - Preliminary Major Plat  
**PRESENTED BY:** Monica Plecker  
**Department:** Planning & Community Services  
**Presentation:** No

**PROBLEM/ISSUE STATEMENT**

On October 1, 2019, Ronald Frank, Douglas Frank, Deborah Frank and Dorn Wilson Development, LLC, applied for preliminary major plat approval for Trails West Subdivision, 5th Filing. The proposed subdivision would create 36 lots for single-family residences and one large remaining lot for future development. The first filing of this subdivision and a master plan of the entire development was first submitted and reviewed by the Planning Board in 2009. The subject property is generally located on the south side of Grand Avenue, just west of 56th Street West. The property is zoned Residential-6,000-Restricted (R-60-R) and Residential-9,600 (R-96).

**ALTERNATIVES ANALYZED**

In accordance with state law, the City Council has 60 working days to act upon this major preliminary plat. The 60 working day review period for the proposed plat ends on December 27, 2019. State and City subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 60 working day review period, the City Council is required to:

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

**VARIANCE REQUESTED**

No variance has been requested.

**FINANCIAL IMPACT**

Approval of this subdivision will have no direct financial impact on the Planning Division.

**BACKGROUND**

**PROCEDURAL HISTORY**

- Pre-application meeting August 22, 2019
- Preliminary plat application submitted to Planning Division on October 1, 2019
- Departmental review meeting October 17, 2019
- Preliminary plat re-submittal October 24, 2019
- Planning Board plat review November 13, 2019
- Planning Board public hearing November 26, 2019
- Preliminary plat to City Council December 16, 2019
- 60 working-day preliminary plat review period ends December 27, 2019

**PLAT INFORMATION**

General location:	South side of Grand Ave., west of 56th St. West
Legal Description:	Lot 9, Block 15 and Lot 4, Block 14, Trails West, 4th Filing
Subdivider/Owner:	Ronald Frank, Douglas Frank and Deborah Frank and Dorn-Wilson
Development, LLC	
Engineer and Surveyor:	Sanderson Stewart
Existing Zoning:	R-96 and R-60-R

Existing land use:	Former Irrigated agricultural land
Proposed land use:	Single-Family Residential
Gross area:	17.55 acres
Net area:	14.559 acres
Proposed number of lots:	36
Lot size:	Max: 9.14 acres Min.: 6,007 square feet
Parkland requirements: to parks instead of land dedication.	The applicant is proposing a cash in lieu contribution

## **STAKEHOLDERS**

Staff gave a brief presentation to the Planning Board. There were no questions for staff or the applicant. No public comments were received during the public hearing. Board member Dave Goodridge moved to recommend conditional approval to the City Council. The motion was seconded by board member Woody Woods and was approved unanimously.

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

Consistency with the 2016 Growth Policy, the 2018 Transportation Plan, and Billings Area Bikeways and Trail Master Plan are discussed within the Findings of Fact.

## **RECOMMENDATION**

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

The Planning Board recommends conditional approval of the preliminary plat of Trails West Subdivision, 5th Filing, to the City Council, adoption of the Findings of Fact as presented in the staff report and the SIA.

## **PROPOSED CONDITIONS OF APPROVAL**

Pursuant to Section 76-3-608(4), MCA, the following conditions are recommended to reasonably minimize potential adverse impacts identified within the Findings of Fact.

1. To protect public health and safety with increased area traffic, prior to final plat approval, the applicant will submit all necessary information required by City of Billings Engineering Division to update TIS information for this filing for review and approval.
2. To minimize the effects on local service, prior to final plat approval, the applicant will coordinate with the USPS for locating and providing the correct amount of space for safely delivering the mail to the residents.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
4. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

## **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Findings of Fact  
Proposed Plat  
SIA



## **FINDINGS OF FACT**

The Planning staff has prepared the Findings of Fact for the preliminary plat of Trails West, 5<sup>th</sup> Filing. These findings are based on the preliminary plat application and supplemental documents; addressing the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(H), BMCC).

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

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

There is currently no farm activity on the land for the proposed subdivision. The Birely Drain runs along the west side of the property. With previous filings, a dedicated right-of-way around the Birely Drain was made to the City of Billings. The Birely Drain District is amenable to having the City of Billings take over ownership of the drain at some point in the future. Currently other existing subdivisions and streets are using the Birely Drain for stormwater drainage as well as this subdivision. No water rights are being transferred to future owners of this property.

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

- a. Utilities** – Public water will be provided by the City of Billings. This filing will connect to existing waterlines in Ninebark Street, Blackberry Way, Phantom Creek Avenue and Stockman Avenue. These connections will provide a looped system for equalized pressure in the subdivision. Each lot will have a connection to the water system for the individual homes to be built. All water construction improvement shall be installed in conformance with the design standards, specification, rules and regulations of the City of Billings and MDEQ with a review and approval before installation.

Sanitary sewer services will be provided to the future lots through lines within the internal subdivision streets extended from an existing line in Ninebark Street and Blackberry Way. Sanitary sewer lines will be low-pressure mains, the subdivider will install low-pressure sanitary sewer mains this will require the installation grinder pumps in each household. A paragraph regarding this requirement is found in the SIA under the heading II Property Conditions and Information for Lot Purchasers K.

Private utility providers shall use the provided easement outside the public right of way, these easement are shown on the face of the plat.

- b. Storm water** – Stormwater management for the proposed subdivision will be provided by directing water through a network of curb and gutters, inlets and piping. It will also pass through an existing mechanical stormwater filtration manhole to an existing stormwater detention facility built with the 3<sup>rd</sup> Filing. A

storm drain report was submitted to City Public Works with the preliminary plat submittal. All drainage improvements shall satisfy the criteria set forth by the *City of Billings Stormwater Management Manual* and are subject to review and approval by the City Engineering Department.

The SIA, under the heading V. Storm Drainage B., outlines the maintenance of the ponds and all appurtenances associated with them is the responsibility of the HOA. There is an existing HOA with the subdivision and this filing will be included in the same HOA.

- c. **Solid waste** – The City of Billings will provide solid waste collection and disposal. The City’s landfill has adequate capacity for this waste.
- d. **Streets** – Access to the lots in the 5<sup>th</sup> Filing will be via extension of roads built with the previous filings of this subdivision. The internal subdivision streets will be constructed to 34-foot pavement widths, with curb, gutter, and 5-foot wide boulevard style sidewalks within 56-foot wide rights-of-way. The one exception is Stockman Avenue. Stockman Avenue will function as a Collector street; it will be built to a width of 39 feet within a 74-foot wide right-of-way. The sidewalks will be built at the time of lot development with the exception of the ADA ramps at the street intersections. Those will be built by the developer at the time of street construction. Proposed street names for the internal streets are extensions of existing streets within the subdivision.

The subdivider will be required to make off-site contributions toward the design and installation of future intersection traffic controls at the intersections of Grand Avenue and 54th Street West, at Grand Avenue and 56th Street West, and if determined necessary, at Central Avenue and 56<sup>th</sup> St. West. These intersections were identified in the Traffic Impact Study as being affected by the proposed subdivision. The required contributions are based on the estimated volume of subdivision traffic using these intersections and an estimated cost of the intersection for the design and construction of a traffic signal at the intersection. The final contribution amounts shall be approved by the City Traffic Engineer prior to final plat approval. **(Condition #1)**

A TIS has been submitted with each previous filing of the subdivision. As the filings get built out the number of trips change and the impacts of the surrounding roads and intersections change. The applicant will provide all TIS information and updates as needed by City of Billings Engineering division prior to final plat approval. **(Condition #1)**

- e. **Emergency services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The fire station that provides fire suppression service for this area is at 1501, 54<sup>th</sup> St. West (Station #7). The Fire Department finds the proposed layout will provide adequate emergency access. Comments from the Police department state that continued expansion of

subdivisions will require additional resources to maintain acceptable levels of service.

- f. Schools** – The subdivision is located within School District #2. Students from the subdivision will attend Meadowlark Elementary School, Ben Steele Middle School, and West High School. Comments from School District #2 state that all of the mentioned schools are over maximum capacity.
- g. Parks and Recreation** – In accordance with State and City laws, the subdivider is required to provide a minimum of 0.597 acres of parkland. The subdivider has proposed to meet this requirement by providing cash in lieu of land dedication.
- h. Mail Delivery** - The United States Postal Service will provide postal service to the subdivision. They have requested the installation of centralized mailbox unit (CBUs). The USPS has requested a box on the corner of Phantom Creek Way and Blackberry. This intersection will not be constructed until the 6<sup>th</sup> Filing. The developer will work with the USPS to provide a satisfactory location for a CBU for this filing. **(Condition #2)**

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

The subject property is vacant property that has been planned for urban development since the original Master Plan review in 2009. The property is generally flat, with the exception of the Birely Drain on the western edge, which is being protected in a dedicated right-of-way.

The geotechnical study was performed for the subdivision a summary of the information from that study is included in the SIA. The subdivision should have a minimal effect on the natural environment.

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

There are no known endangered or threatened species on the property. Future property owners should be aware that the proposed subdivision is located near prime wildlife habitat and adjacent to open agricultural areas, therefore conflicts with wildlife may occur. Any damage caused by wildlife is the responsibility of the owner. This notice is in the SIA.

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

Fire hydrants will be installed to meet fire department requirements. Sidewalks and trails will offer a safe place for pedestrians to walk. The effects on public health and safety should be minimal.

Comments received from the police state that continued growth of the city would require additional resources to be able to maintain expected levels of service.

**B. Was an Environmental Assessment required? [(MCA 76-3-603 and BMCC 23-302.H.1.)]**

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

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

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

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

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

**Home Base (healthy, safe and diverse housing options)** A mix of housing types that meet the needs of a diverse population is important. (p.9) Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings.

The 2001 West Billings Plan identifies this area as residential. The proposed subdivision is for residential development.

**2. 2018 Urban Area Transportation Plan**

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

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

The proposed subdivision lies within the jurisdiction of the BABTMP. There is no trail identified within the proposed subdivision. There are connections to the Ben Steele middle school from the subdivision.

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

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

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

The subject property is located within the R-60-R and R-96 zoning districts. All development shall comply with the standards set forth in Section 27-308, BMCC.

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

The subdivider has provided private utility easements as required by private utility providers on the face of the plat.

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

Legal and physical access is provided to the proposed lots from Grouse Berry Street, Phantom Creek Avenue and Stockman Avenue. The internal streets take access from Grand Avenue and 56<sup>th</sup> Street West.

**CONCLUSIONS OF FINDINGS OF FACT**

- The preliminary plat of Trails West Subdivision, 5<sup>th</sup> Filing does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to several goals and policies of the 2016 Growth Policy Update and does not conflict with the Transportation or Bikeway and Trail Plans.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

**RECOMMENDATION**

The Planning Board recommends conditional approval of the preliminary plat of Trails West Subdivision, 5<sup>th</sup> Filing, to the City Council, and adopt the Findings of Fact as presented in the staff report and the SIA.

Approved by the Billings City Council, December 16, 2019

---

William A. Cole, Mayor

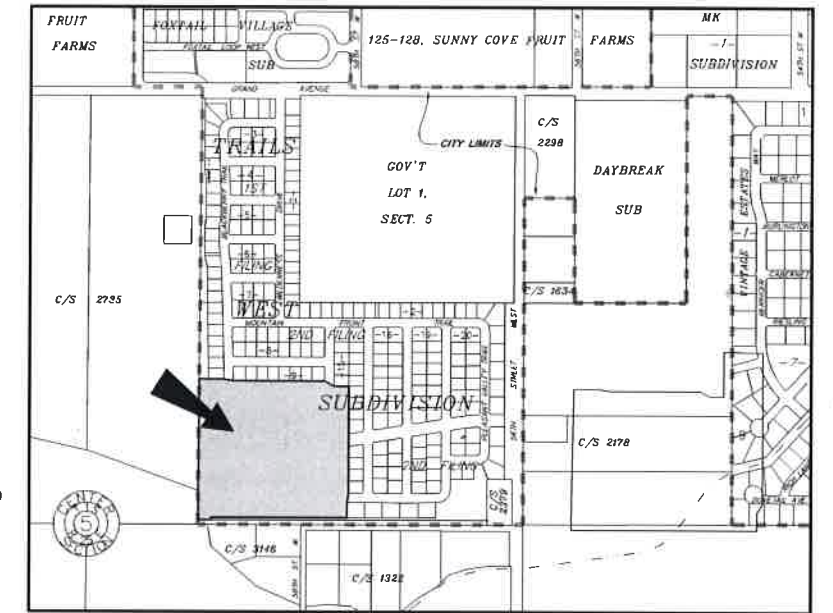
PRELIMINARY PLAT OF  
**TRAILS WEST SUBDIVISION, FIFTH FILING**  
 BEING LOT 4, BLOCK 14 & LOT 9, BLOCK 15 OF TRAILS WEST SUBDIVISION, FOURTH FILING  
 SITUATED IN THE N.E. 1/4 OF SECTION 5, T.1S., R.25E., P.M.M.  
 BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : DORN-WILSON DEVELOPMENT, LLC

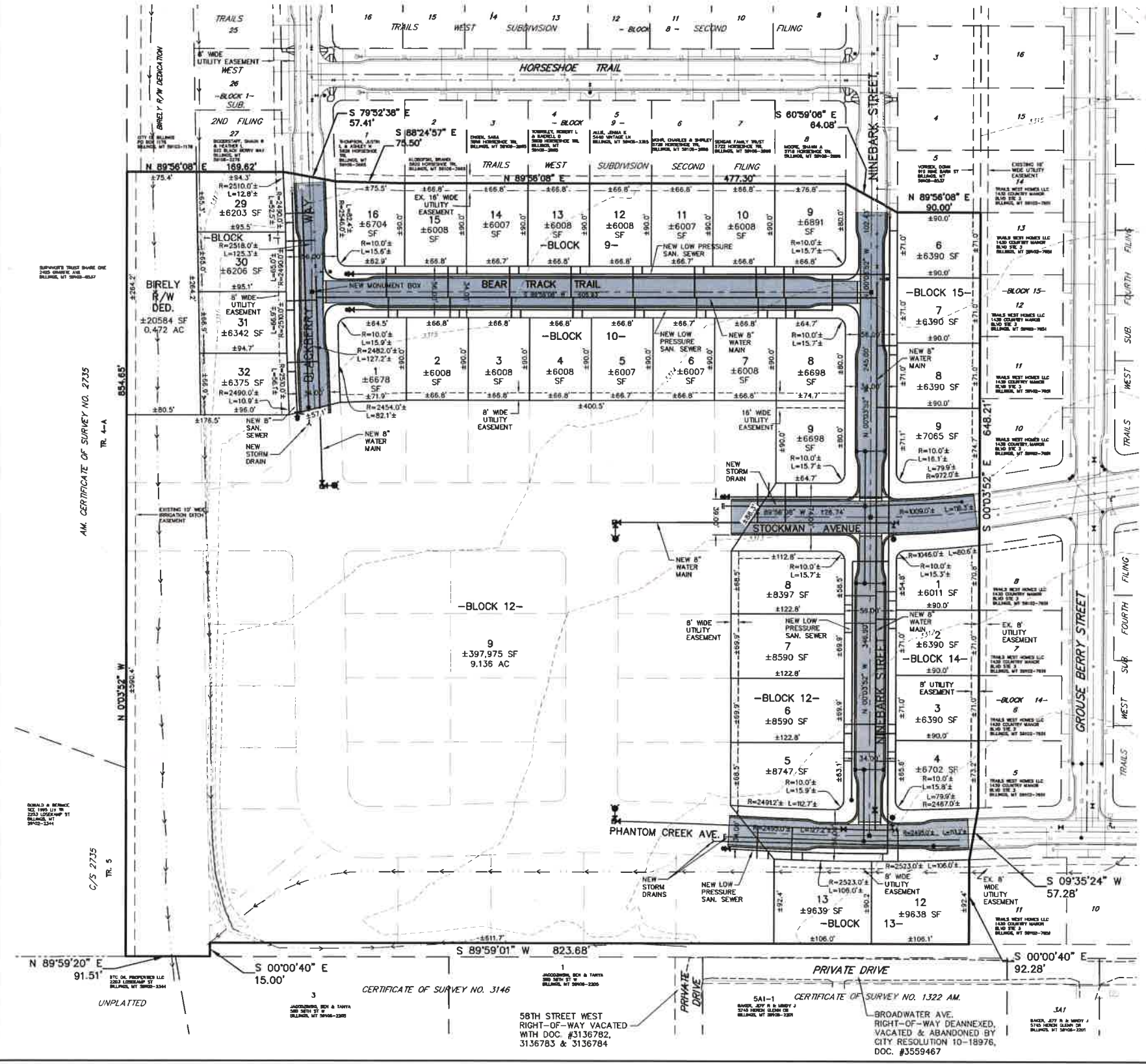
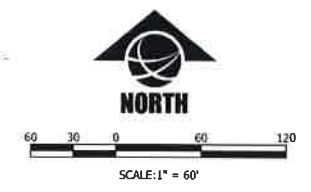
AUGUST, 2019

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA



VICINITY MAP  
 NOT TO SCALE



BASIS OF BEARING: (ORIGINAL PLAT/C.O.S.) OR 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 [monument description] IS x.xxxxxxxx; THE CONVERGENCE ANGLE IS -x'xx'xx". 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.

**PLAT DATA**

GROSS AREA	= 17.555 AC.
NET AREA	= 14.559 AC.
NUMBER OF LOTS	= 36
MINIMUM LOT SIZE	= 6,007 S.F.
MAXIMUM LOT SIZE	= 397,975 S.F.
LINEAL FEET OF STREETS	= 2,038 L.F.
PARKLAND REQUIREMENT	= 0.649 AC.
PARKLAND DEDICATION	= CASH-IN-LIEU
EXISTING ZONING	= R-9600 & R-6000R
SURROUNDING ZONING:	
NORTH	= R-6000R
SOUTH	= AG SUBURBAN & AG OPEN
EAST	= R-6000R & R-9600
WEST	= AG SUBURBAN & AG OPEN
EXISTING LAND USE	= VACANT
PROPOSED LAND USE	= RESIDENTIAL

Return to:  
Sanderson Stewart  
1300 North Transtech Way  
Billings, MT 59101

**SUBDIVISION IMPROVEMENTS AGREEMENT  
& WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL  
IMPROVEMENT DISTRICTS  
TRAILS WEST SUBDIVISION, FIFTH FILING**

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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  
TRAILS WEST SUBDIVISION, FIFTH FILING**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **DORN-WILSON DEVELOPMENT, LLC**, whose address for the purpose of this agreement is 100 Emerald Drive, Billings, Montana 59105, hereinafter referred to as “Subdivider,” and the **CITY OF BILLINGS**, Montana, hereinafter referred to as “City.”

**WITNESSETH:**

**WHEREAS**, the preliminary plat of Trails West Subdivision, Fifth Filing, located in the City of Billings, Yellowstone County, Montana, was submitted to the Planning and Community Services Department which recommended its approval to the Yellowstone County Board of Planning; and

**WHEREAS**, at a meeting held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by the Yellowstone County Board of Planning, the Board recommended for approval, subject to certain conditions, an area known as Trails West Subdivision, Fifth Filing, and

**WHEREAS**, at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the City Council approved, subject to certain conditions, a preliminary plat of Trails West Subdivision, Fifth Filing, and

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

**WHEREAS**, the provisions of this agreement shall be effective and applicable to the plat of Trails West Subdivision, Fifth Filing, upon 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**

Subdivider requests no variances.

**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.** Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.
- D.** No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.
- E.** There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider, and property owner or owners of the developments

described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement.

The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.

**F.** Lot owners should be aware that a geotechnical investigation and report was completed on August 11, 2008, for the property which identified the following recommendations for individual lots prior to house construction:

1. For structures with foundations constructed within five feet of natural grade, prior to building permit approval, written verification from a geotechnical engineer shall be obtained that foundation preparation and fill material are in compliance with Section 5.3 and Appendix B of the report. Foundations within 3.5 feet of original grade require over excavation by two feet in width and depth plus installation of geo-grid fabric. The new fill requires compaction to 98 percent.
2. For structures with foundations constructed deeper than five feet of natural grade, prior to building permit approval, an engineered design will be required for a deep foundation system

A copy of the entire geotechnical report is available for review at the City Building and/or Planning Division offices.

**G.** Lot owners should be aware that the United States Postal Service mail delivery will be made only to centralized delivery locations. Such locations shall consist of from 8 to 16 mailboxes per location. The location of each centralized mailbox setting is shown on the overall development plan and the private contract construction plans. Subdivider shall install the mailboxes within the private contract for Fifth Filing.

**H.** Lot owners should be aware that agricultural activities could be present on surrounding properties. Any impacts associated with agricultural activities and any issue arising therefrom is the responsibility of the lot owners.

**I.** Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for any construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

- J.** The developer and subsequent contractors/builders acknowledge that there is a Stormwater Pollution Prevention Plan (SWPPP) filed with the City and State Department of Environmental Quality (DEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by DEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.
- K.** Lot owners should be aware that the installation of a Barnes Grinder Pump (or hydraulically comparable grinder pump) will be required at each home at time of lot development. Lot owners should be aware that there is the possibility of periodic maintenance and replacement of the grinder pumps.
- L.** The lowest finished floor elevation (which includes the garage) shall be a minimum of 18-inches higher than the top of curb measured from the highest location along the lot frontage.
- M.** The lowest openings on each home (window well, walk-out basement doors, and equivalent openings) shall be located outside drainage paths. If this is not possible, the homebuilder and lot owners must take necessary measures to protect these openings from being inundated from surface water flows. Allow enough space between window wells and property lines to provide sufficient swales and drainage away from window wells and meet applicable building codes for drainage requirements.

### **III. TRANSPORTATION**

#### **A. Streets**

1. Ninebark Street, Bear Track Trail, Blackberry Way and Phantom Creek Avenue shall be 34 feet back of curb to back of curb within 56-foot right-of-ways. These internal access roads shall be built to grade with a satisfactory subbase, base course, curb and gutter, and asphalt surface. All streets shall be built in accordance with the City of Billings site development ordinance, subdivision regulations, and Uniform Zoning Code.
2. Stockman Avenue shall be 39 feet back of curb to back of curb within a 74-foot right-of-way. This road shall be built to grade with a satisfactory subbase, base course, curb and gutter, and asphalt surface. All streets shall be built in accordance with the City of Billings site development ordinance, subdivision regulations, and Uniform Zoning Code.

**B. Sidewalks**

City and Subdivider agree that the developer will install handicap accessibility ramps at the time of private contract construction. No other sidewalks will be installed by the developer as part of construction improvements. Individual lot owners will be responsible for the construction of the sidewalks adjacent to their lot at the time of lot construction. Sidewalks shall be 5-foot wide boulevard sidewalks.

**C. Street Lighting**

Construction or installation of street lights shall not be required at this time. If street lights are installed in the future, a street light maintenance district will be formed for the entire subdivision to accommodate maintenance of the street lights.

**D. Traffic Control Devices**

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

All off-site contributions and improvements shall be paid as required by the Traffic Impact Study (TIS) before final plat approval.

City and Subdivider agree that Subdivider will make cash contributions to improvements at the following intersections:

- 56th Street West and Grand Avenue
- 54th Street West and Grand Avenue
- 56th Street West and Central Avenue

The amount and timing of these contributions shall be as outlined below. These contributions represent a fair and equitable amount based on subdivision traffic using these intersections and may be used by the City for design and construction of geometric improvements, auxiliary turn lanes, or intersection controls such as traffic signals or roundabouts, at these intersections. Improvements will not be constructed until the City determines they are needed, and the timing and extent of the improvements shall be at the City's sole discretion.

The amount of the contributions for the 54th Street West/Grand Avenue, 56th Street West/Grand Avenue and 56th Street West/Central Avenue intersections shall be as follows:

	54th St. W./ Grand Ave.	56th St. W./ Grand Ave.	56th St. W./ Central Ave.
Fifth Filing	\$6,671.83	\$4,245.71	\$1,275.70
Lot 9, Block 12	\$5,718.71	\$3,639.18	\$1,093.45

The contributions for Trails West Subdivision, Fifth Filing shall be made prior to final plat approval. No building permits or private contract permits will be issued until Subdivider has made the cash contribution to the City.

It is anticipated that Lot 9, Block 12 will be developed in separate subdivision filing. The total cash contribution attributable to Lot 9, Block 12 shall be as stated above. No building permits or private contract permits shall be issued for Lot 9, Block 12 until payment has been made for the filing being developed at that time.

**E. Access**

Access will be provided for the subdivision by extending Ninebark Street, Blackberry Way, Phantom Creek Avenue, and Stockman Avenue. These street connections will connect to the existing subdivision accesses to Grand Avenue and 56th Street West. The streets within the subdivision shall be subject to review and approval by the City Engineering office.

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

The Billings Area Bikeway and Trail Master Plan identifies Grand Avenue, adjacent to the site, as an arterial bikeway. The developer will construct a 10-foot wide multi-use path on the south side of Stockman Avenue at the time of private contract construction. Therefore, City and Subdivider agree that trail requirements are being met for the subdivision.

**G. Public Transit**

There are no MET Transit routes that service this subdivision at this time. No improvements with regard to MET Transit vehicles are anticipated at this time.

#### IV. EMERGENCY SERVICES

Access is provided to this subdivision from Ninebark Street, Blackberry Way, Phantom Creek Avenue and Stockman Avenue. Fire hydrants shall be provided at each street intersection, and at intermediate locations where distances exceed 500 feet. Appropriate turn arounds will be located on any street in excess of 150 feet.

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and fire hydrant(s) 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 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 not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

#### V. STORM DRAINAGE

- A. The storm drainage system for Trails West Subdivision, Fifth Filing will consist of a curb and gutter surface collection and curb inlets that drain into storm drainage piping, as well as surface conveyance. The storm drain piping will discharge into existing storm drain piping and to an existing mechanical stormwater filtration manhole, and to an existing stormwater detention facility located on Lot 4, Block 13 Trails West Subdivision, 3rd Filing, with a discharge to the Birely Drain. The existing mechanical stormwater filtration manhole and stormwater storage volume were designed to include Trails West Subdivision, Fifth Filing. All drainage improvements shall comply with the provisions of the City of Billings *Stormwater Management Manual* and Chapter 28, BMCC.

- B.** The stormwater detention area is located on a private lot (Lot 4, Block 13 of Trails West Subdivision, Third Filing) and will be maintained by the homeowners' association (HOA) established for this subdivision. The mechanical stormwater filtration manhole is existing, and associated improvements are also privately owned and maintained by the HOA. Trails West Subdivision, Fifth Filing will be included in the HOA that is responsible to maintain these facilities. O&M requirements and HOA maintenance and fiscal responsibilities have been outlined within the Trails West Subdivision, Third O&M Manual.
- C.** The elevation of residential dwellings must be established in recognition of the City's policy that storm runoff flows are allowed to a depth of 18-inches in the gutter flowline of adjacent streets during the major storm.
- D.** Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for any construction on lots. Best Management Practices are defined within Chapter 28, BMCC and detailed in the City of Billings *Stormwater Management Manual*.
- E.** The Subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution Prevention Plan (SWPPP) filed with the City and the State Department of Environmental Quality (DEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by DEQ under the General Permit for Stormwater discharges Associated with Construction Activity, Chapter 28, BMCC and the City of Billings *Stormwater Management Manual*.

## **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 Fees in effect at the time new water and/or sanitary sewer service connections are made.

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

**A. Water**

Service to the subdivision will be provided from the existing water main stubs in Ninebark Street, Blackberry Way, Phantom Creek Avenue, and Stockman Avenue. Connecting these mains will provide a looped system for the subdivision. Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. It is anticipated that each lot shall be provided with its own separate water service. All water construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality and will be approved by the Public Works Department.

**B. Sanitary Sewer**

Service to the subdivision will be provided from an existing sanitary sewer main stubs in Ninebark Street and Blackberry Way. City and Subdivider agree that sanitary sewer service to the Fifth Filing of the subdivision will be provided through low-pressure sanitary sewer mains. Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. It is anticipated that each lot shall be provided with its own separate low-pressure sanitary sewer service and each lot will need to use a Barnes Grinder Pump (or hydraulically comparable grinder pump). All sanitary sewer construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality, and will be approved by the Public Works Department, Distribution, and Collection Division.

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

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

## **VII. PARKS/OPEN SPACE**

Section 76-3-621 of the Montana Code Annotated covers the park dedication requirement. Additionally, Section 23-1002. B.1 of the City of Billings municipal code covers parkland dedication of major subdivisions. The Fifth Filing has a total of 36 lots, requiring a parkland dedication of 0.597 acres. The Subdivider and City agree that this parkland dedication will be met through a cash-in-lieu payment to the development of Cottonwood Park. City and Subdivider agree the cash payment in lieu of parkland dedication shall be made prior to final plat approval. A comparative market analysis, or other approved method to determine raw land value, shall be used to determine the parkland dedication amount in accordance with Section 23-1006, BMCC.

## **VIII. SOILS/GEOTECHNICAL STUDY**

The Subdivider has performed a geotechnical analysis for this property (dated August 11, 2008).

Recommendations from the report include:

1. Approximately six inches of surface soils should be stripped and removed from the site or stockpiled for use in non-structural areas.
2. Site and lot grading can be accomplished using conventional earthmoving equipment.
3. Fill across lot grading should be placed and compacted to a minimum of 95 percent relative compaction in accordance with the ASTM D698 compaction test method.
4. If trenches are extended deeper than five feet or are allowed to dry out, the excavations may become unstable and should be evaluated to verify the stability prior to occupation by construction personnel.
5. Street subgrade outside of utility trenches should be placed at 95 percent of ASTM D698 and utility trench backfill should be placed at 97 percent of ASTM D698.
6. The street section for the property shall include three inches of asphaltic concrete over a 10-inch base course.

7. The potential for sulfate attack from existing soils appears to be negligible, and conventional Type II cement may be used according to Table 1904.3 of the 2000 International Building Code.
8. For home construction, over-excavation will likely be required. It is recommended that a more comprehensive geotechnical study be completed prior to installing foundations so lot-specific site conditions can be determined.

**IX. 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.

**X. 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”

**DORN-WILSON DEVELOPMENT, LLC**

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

Its: \_\_\_\_\_

STATE OF MONTANA     )  
  : ss  
County of Yellowstone     )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the person who signed the foregoing instrument as the \_\_\_\_\_ of **DORN-WILSON DEVELOPMENT, 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.

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

“OWNER”

**DOUGLAS D. FRANK**

---

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 **Douglas D. Frank**, known to me to be the persons who signed the foregoing instrument and who acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.

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

“OWNER”

**DEBORAH FAYE FRANK**

\_\_\_\_\_

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 **Deborah Faye Frank**, known to me to be the persons who signed the foregoing instrument and who acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.

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

“OWNER”

**RONALD E. FRANK**

\_\_\_\_\_

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 **Ronald E. Frank**, known to me to be the person who signed the foregoing instrument and who acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.

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

This Agreement is hereby approved and accepted by 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 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: \_\_\_\_\_

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:

*Trails West Subdivision, Fifth Filing*

Signed and dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

“SUBDIVIDER”

**DORN-WILSON DEVELOPMENT, LLC**

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 \_\_\_\_\_ of Dorn-Wilson Development LLC, the person who executed the forgoing instrument and 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.

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





“OWNER”

**RONALD E. FRANK**

\_\_\_\_\_

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 **Ronald E. Frank**, known to me to be the person who signed the foregoing instrument and who acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.

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



# CITY OF BILLINGS

WILLIAM A. COLE, MAYOR

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

December 16, 2019

Dorn-Wilson Development, LLC  
100 Emerald Drive  
Billings, MT 59105

Dear Applicant:

On December 16, 2019, the Billings City Council conditionally approved the preliminary plat of Trails West Subdivision, 5<sup>th</sup> Filing, subject to the following conditions of approval:

1. To protect public health and safety with increased area traffic, prior to final plat approval, the applicant will submit all necessary information required by City of Billings Engineering Division to update TIS information for this filing for review and approval.
2. To minimize the effects on local service, prior to final plat approval, the applicant will coordinate with the USPS for locating and providing the correct amount of space for safely delivering the mail to the residents.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
4. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have questions please contact Dave Green at (406) 247-8666 or by email at [greend@billingsmt.gov](mailto:greend@billingsmt.gov)

Sincerely,

---

William A. Cole, Mayor

pc: Sanderson Stewart

**Regular City Council Meeting**

**Meeting Date:** 12/16/2019  
**TITLE:** Trails West Subdivision, 6th Filing - Preliminary Major Plat  
**PRESENTED BY:** Monica Plecker  
**Department:** Planning & Community Services  
**Presentation:** No

**PROBLEM/ISSUE STATEMENT**

On October 1, 2019, Ronald Frank, Douglas Frank, Deborah Frank and Dorn Wilson Development, LLC, applied for preliminary major plat approval for Trails West Subdivision, 6th Filing. The proposed subdivision would create 30 lots for single-family residences. The first filing of this subdivision and a master plan of the entire development was first submitted and reviewed by the Planning Board in 2009. The subject property is generally located on the south side of Grand Avenue, just west of 56th Street West. The property is zoned Residential-6,000-Restricted (R-60-R) and Residential-9,600 (R-96).

**ALTERNATIVES ANALYZED**

In accordance with state law, the City Council has 60 working days to act upon this major preliminary plat. The 60 working day review period for the proposed plat ends on December 27, 2019. State and City subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 60 working day review period, the City Council is required to:

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

**VARIANCE REQUESTED**

No variance has been requested.

**FINANCIAL IMPACT**

Approval of this subdivision will have no direct financial impact on the Planning Division.

**BACKGROUND**

**PROCEDURAL HISTORY**

- Pre-application meeting August 22, 2019
- Preliminary plat application submitted to Planning Division on October 1, 2019
- Departmental review meeting October 17, 2019
- Preliminary plat re-submittal October 24, 2019
- Planning Board plat review November 13, 2019
- Planning Board public hearing November 26, 2019
- Preliminary plat to City Council December 16, 2019
- 60 working-day preliminary plat review period ends December 27, 2019

**PLAT INFORMATION**

General location:	South side of Grand Ave., west of 56th St. West
Subdivider/Owner:	Ronald Frank, Douglas Frank and Deborah Frank and Dorn Wilson Development LLC
Engineer and Surveyor:	Sanderson Stewart
Existing Zoning:	R-96 and R-60-R
Existing land use:	Former Irrigated agricultural land

Proposed land use: Single-Family Residential  
Gross area: 9.14 acres  
Net area: 5.76 acres  
Proposed number of lots: 30  
Lot size: Max: 13,496 square feet  
Min.: 6,007 square feet  
Parkland requirements: The applicant is proposing a cash in lieu contribution to parks instead of land dedication.

## **STAKEHOLDERS**

Staff gave a brief presentation to the Planning Board. There were no questions from the Board and no public comments were received during the public hearing. Board member Woody Woods moved to recommend conditional approval to the City Council. The motion was seconded by board member Dennis Cook and was approved unanimously.

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

Consistency with the 2016 Growth Policy, the 2018 Transportation Plan, and Billings Area Bikeways and Trail Master Plan are discussed within the Findings of Fact.

## **RECOMMENDATION**

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

The Planning Board recommends conditional approval of the preliminary plat of Trails West Subdivision, 6th Filing, to the City Council, and adoption of the Findings of Fact as presented in the staff report and the SIA.

## **PROPOSED CONDITIONS OF APPROVAL**

Pursuant to Section 76-3-608(4), MCA, the following conditions are recommended to reasonably minimize potential adverse impacts identified within the Findings of Fact.

1. To protect public health and safety with increased area traffic, prior to final plat approval, the applicant will submit all necessary information required by City of Billings Engineering Division to update Traffic Impact Study information for this filing for review and approval.
2. To minimize the effects on local service, prior to final plat approval, the applicant will coordinate with the USPS for locating and providing the correct amount of space for safely delivering the mail to the residents.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
4. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

## **APPROVED BY CITY ADMINISTRATOR**

---

### **Attachments**

Findings of Fact  
Proposed Plat  
SIA  
Mayors Letter



## **FINDINGS OF FACT**

The Planning staff has prepared the Findings of Fact for the preliminary plat of Trails West, 6<sup>th</sup> Filing. These findings are based on the preliminary plat application and supplemental documents; addressing the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(H), BMCC).

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

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

There is currently no farm activity on the land for the proposed subdivision. The Birely Drain runs along the west side of the property. With previous filings, a dedicated right-of-way around the Birely Drain was made to the City of Billings. The Birely Drain District is amenable to having the City of Billings take over ownership of the drain at some point in the future. Currently other existing subdivisions and streets are using the Birely Drain for stormwater drainage, this subdivision will be included as a user of the drain. No water rights are being transferred to future owners of this property.

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

- a. Utilities** – Public water will be provided by the City of Billings. This filing will connect to existing waterlines in Blackberry Way, Phantom Creek Avenue and Stockman Avenue. These connections will provide a looped system for equalized pressure in the subdivision. Each lot will have a connection to the water system for the individual homes to be built. All water construction improvement shall be installed in conformance with the design standards, specification, rules and regulations of the City of Billings and MDEQ with a review and approval before installation.

Sanitary sewer services will be provided to the future lots through lines within the internal subdivision streets extended from an existing line in Blackberry Way and Phantom Creek Avenue. Sanitary sewer lines will be low-pressure mains, the subdivider will install low-pressure sanitary sewer mains this will require the installation grinder pumps in each household. A paragraph regarding this requirement is found in the SIA under the heading II Property Conditions and Information for Lot Purchasers K.

Private utility providers shall use the provided easement outside the public right of way, these easement are shown on the face of the plat.

- b. Storm water** – Stormwater management for the proposed subdivision will be provided by directing water through a network of curb and gutters, inlets and piping. It will also pass through an existing mechanical stormwater filtration manhole to an existing stormwater detention facility built with the 3<sup>rd</sup> Filing. A

storm drain report was submitted to City Public Works with the preliminary plat submittal. All drainage improvements shall satisfy the criteria set forth by the *City of Billings Stormwater Management Manual* and are subject to review and approval by the City Engineering Department.

The SIA, under the heading V. Storm Drainage B., outlines the maintenance of the pond and all appurtenances associated with it as the responsibility of the HOA. There is an existing HOA with the subdivision and this filing will be included in the same HOA.

- c. **Solid waste** – The City of Billings will provide solid waste collection and disposal. The City’s landfill has adequate capacity for this waste.
- d. **Streets** – Access to the lots in the 6<sup>th</sup> Filing will be via extension of roads built with the previous filings of this subdivision. The internal subdivision streets will be constructed to 34-foot pavement widths, with curb, gutter, and 5-foot wide boulevard style sidewalks within 56-foot wide rights-of-way. The one exception is Stockman Avenue. Stockman Avenue will function as a Collector street; it will be built to a width of 39 feet within a 74-foot wide right-of-way. Sidewalks will be built at the time of lot development with the exception of the ADA ramps at the street intersections. The developer will also be installing a 10-foot wide hard surface trail between Lots 18 and 19, Block 13 to connect the Birely Drain trail to the internal sidewalks of the subdivision. These above mentioned items will be built by the developer at the time of street construction. Proposed street names for the internal streets are extensions of existing streets within the subdivision.

The subdivider will be required to make off-site contributions toward the design and installation of future intersection traffic controls at the intersections of Grand Avenue and 54th Street West, at Grand Avenue and 56th Street West, and if determined necessary, at Central Avenue and 56<sup>th</sup> St. West. These intersections were identified in the Traffic Impact Study as being affected by the proposed subdivision. The required contributions are based on the estimated volume of subdivision traffic using these intersections and an estimated cost of the intersection for the design and construction of a traffic signal at the intersection. The final contribution amounts shall be approved by the City Traffic Engineer prior to final plat approval. **(Condition #1)**

A TIS has been submitted with each previous filing of the subdivision. As the filings get built out the number of trips change and the impacts of the surrounding roads and intersections change. The applicant will provide all TIS information and updates as needed by City of Billings Engineering division prior to final plat approval. **(Condition #1)**

The 6<sup>th</sup> Filing is the final filing of this subdivision, at this filing Stockman Avenue will be at the edge of the Birely Drain. This subdivider will provide a cash contribution of 50 percent of the cost for design, permitting and construction of the

Birely Drain Crossing on Stockman Avenue or construct 50 percent of the improvement for the crossing. This is outlined in the SIA under the heading III Transportation A. Streets, 4.

- e. **Emergency services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The fire station that provides fire suppression service for this area is at 1501, 54<sup>th</sup> St. West (Station #7). The Fire Department finds the proposed layout will provide adequate emergency access. Comments from the Police department state that continued expansion of subdivisions will require additional resources to maintain acceptable levels of service.
- f. **Schools** – The subdivision is located within School District #2. Students from the subdivision will attend Meadowlark Elementary School, Ben Steele Middle School, and West High School. Comments from School District #2 state that all of the mentioned schools are over maximum capacity.
- g. **Parks and Recreation** – In accordance with State and City laws, the subdivider is required to provide a minimum of 0.6 acres of parkland. The subdivider has proposed to meet this requirement by providing cash in lieu of land dedication. In addition to cash, the developer is proposing to continue the 5-foot wide multi-use trail on the western property line within the Birely Drain right-of-way tract. This trail is proposed to be for public use, and maintained by the homeowners' association.
- h. **Mail Delivery** - The United States Postal Service will provide postal service to the subdivision. They have requested the installation of centralized mailbox unit (CBUs). The USPS has requested a box on the corner of Phantom Creek Way and Blackberry. The developer will work with the USPS to provide the correct location and a safe amount of space for postal delivery. **(Condition #2)**

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

The subject property is vacant property that has been planned for urban development since the original Master Plan review in 2009. The property is generally flat, with the exception of the Birely Drain on the western edge, which is being protected in a dedicated right-of-way.

The geotechnical study was performed for the subdivision a summary of the information from that study is included in the SIA. The subdivision should have a minimal effect on the natural environment.

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

There are no known endangered or threatened species on the property. Future property owners should be aware that the proposed subdivision is located near prime wildlife habitat and adjacent to open agricultural areas, therefore conflicts with wildlife may

occur. Any damage caused by wildlife is the responsibility of the owner. This notice is in the SIA.

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

Fire hydrants will be installed to meet fire department requirements. Sidewalks and trails will offer a safe place for pedestrians to walk. The effects on public health and safety should be minimal.

Comments received from the police state that continued growth of the city would require additional resources to be able to maintain expected levels of service.

**B. Was an Environmental Assessment required? [(MCA 76-3-603 and BMCC 23-302.H.1.)]**

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

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

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

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

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

**Home Base (healthy, safe and diverse housing options)** A mix of housing types that meet the needs of a diverse population is important. (p.9) Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings.

The 2001 West Billings Plan identifies this area as residential. The proposed subdivision is for residential development.

**2. 2018 Urban Area Transportation Plan**

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

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

The proposed subdivision lies within the jurisdiction of the BABTMP. There is no trail identified within the proposed subdivision. There are connections to the Ben Steele middle school from the subdivision.

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

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

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

The subject property is located within the R-60-R and R-96 zoning districts. All development shall comply with the standards set forth in Section 27-308, BMCC.

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

The subdivider has provided private utility easements as required by private utility providers on the face of the plat.

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

Legal and physical access is provided to the proposed lots from Grouse Berry Street, Phantom Creek Avenue and Stockman Avenue. The internal streets take access from Grand Avenue and 56<sup>th</sup> Street West.

**CONCLUSIONS OF FINDINGS OF FACT**

- The preliminary plat of Trails West Subdivision, 6<sup>th</sup> Filing does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to several goals and policies of the 2016 Growth Policy Update and does not conflict with the Transportation or Bikeway and Trail Plans.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

**RECOMMENDATION**

The Planning Board recommends conditional approval of the preliminary plat of Trails West Subdivision, 6<sup>th</sup> Filing, to the City Council, and adopt the Findings of Fact as presented in the staff report and the SIA.

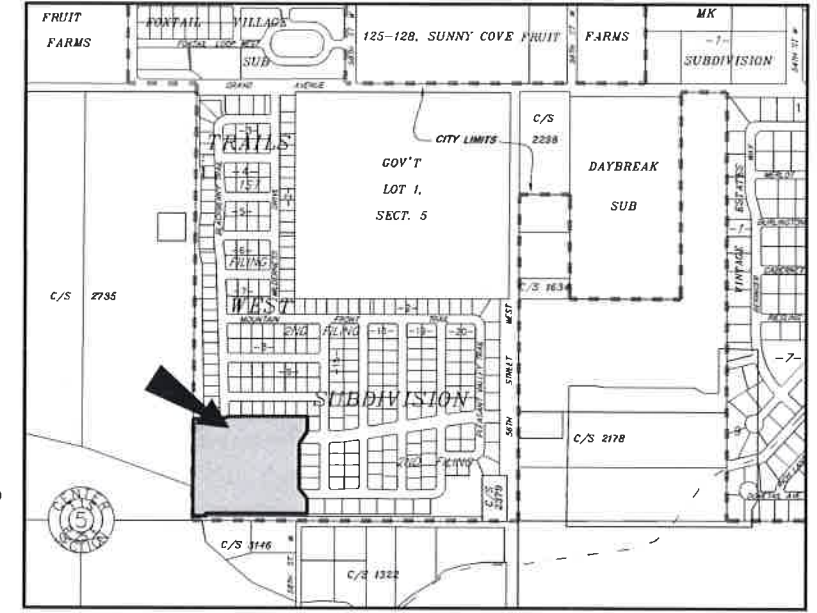
Approved by the Billings City Council, December 16, 2019

\_\_\_\_\_  
William A. Cole, Mayor

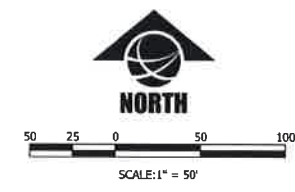
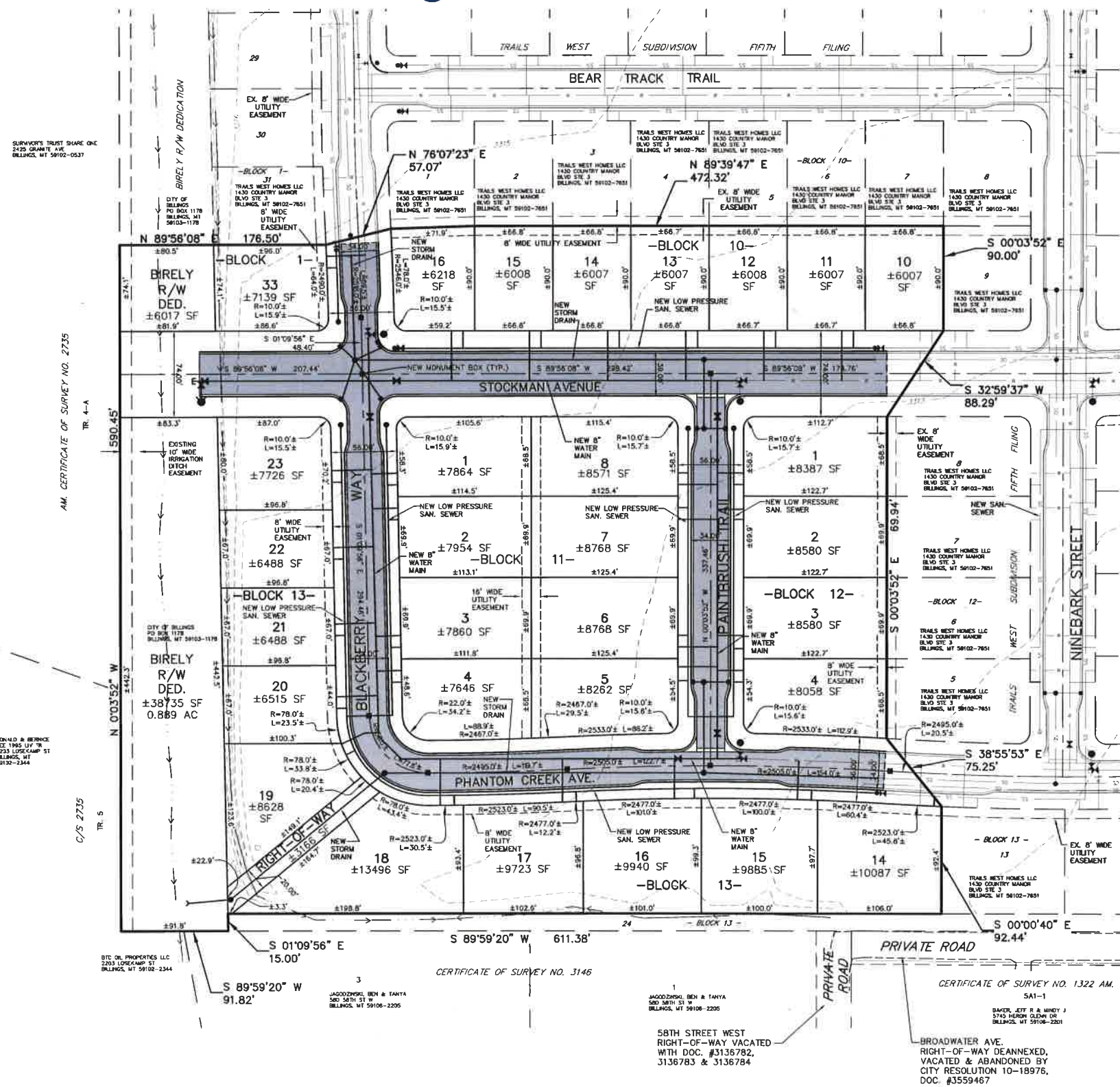
PRELIMINARY PLAT OF  
**TRAILS WEST SUBDIVISION, SIXTH FILING**  
 BEING LOT 9, BLOCK 12 OF TRAILS WEST SUBDIVISION, FIFTH FILING  
 SITUATED IN THE N.E. 1/4 OF SECTION 5, T.1S., R.25E., P.M.M.  
 BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : DORN-WILSON DEVELOPMENT, LLC  
 PREPARED BY : SANDERSON STEWART

AUGUST, 2019  
 BILLINGS, MONTANA



VICINITY MAP  
 NOT TO SCALE



BASIS OF BEARING: (ORIGINAL PLAT/C.O.S.) OR 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 [monument description] IS x.xxxxxxxx; THE CONVERGENCE ANGLE IS -x'xx'xx". 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" X 18" 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.

**PLAT DATA**

GROSS AREA	= 9.14 AC.
NET AREA	= 5.76 AC.
NUMBER OF LOTS	= 30
MINIMUM LOT SIZE	= 6,007 S.F.
MAXIMUM LOT SIZE	= 13,496 S.F.
LINEAL FEET OF STREETS	= 2,038 L.F.
PARKLAND REQUIREMENT	=
PARKLAND DEDICATION	= CASH-IN-LIEU
EXISTING ZONING	= R-9600, R-6000R
SURROUNDING ZONING:	
NORTH	= R-6000R
SOUTH	= AG SUBURBAN & AG OPEN
EAST	= R-6000R & R9600
WEST	= AG SUBURBAN & AG OPEN
EXISTING LAND USE	= VACANT
PROPOSED LAND USE	= RESIDENTIAL

Return to:  
Sanderson Stewart  
1300 North Transtech Way  
Billings, MT 59101

**SUBDIVISION IMPROVEMENTS AGREEMENT  
& WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL  
IMPROVEMENT DISTRICTS  
TRAILS WEST SUBDIVISION, SIXTH FILING**

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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  
TRAILS WEST SUBDIVISION, SIXTH FILING**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **DORN-WILSON DEVELOPMENT, LLC**, whose address for the purpose of this agreement is 100 Emerald Drive, Billings, Montana 59105, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Montana, hereinafter referred to as "City."

**WITNESSETH:**

**WHEREAS**, the preliminary plat of Trails West Subdivision, Sixth Filing, located in the City of Billings, Yellowstone County, Montana, was submitted to the Planning and Community Services Department which recommended its approval to the Yellowstone County Board of Planning; and

**WHEREAS**, at a meeting held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by the Yellowstone County Board of Planning, the Board recommended for approval, subject to certain conditions, an area known as Trails West Subdivision, Sixth Filing, and

**WHEREAS**, at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the City Council approved, subject to certain conditions, a preliminary plat of Trails West Subdivision, Sixth Filing, and

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

**WHEREAS**, the provisions of this agreement shall be effective and applicable to the plat of Trails West Subdivision, Sixth Filing, upon 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**

Subdivider requests no variances.

**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.** Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.
- D.** No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.
- E.** There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned

on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.

- F.** Lot owners should be aware that a geotechnical investigation and report was completed on August 11, 2008, for the property which identified the following recommendations for individual lots prior to house construction:
1. For structures with foundations constructed within five feet of natural grade, prior to building permit approval, written verification from a geotechnical engineer shall be obtained that foundation preparation and fill material are in compliance with Section 5.3 and Appendix B of the report. Foundations within 3.5 feet of original grade require over excavation by two feet in width and depth plus installation of geo-grid fabric. The new fill requires compaction to 98 percent.
  2. For structures with foundations constructed deeper than five feet of natural grade, prior to building permit approval, an engineered design will be required for a deep foundation system

A copy of the entire geotechnical report is available for review at the City Building and/or Planning Division offices.

- G.** Lot owners should be aware that the United States Postal Service mail delivery will be made only to centralized delivery locations. Such locations shall consist of from 8 to 16 mailboxes per location. The location of each centralized mailbox setting is shown on the overall development plan and the private contract construction plans. Subdivider shall install the mailboxes within the private contract for Sixth Filing.
- H.** Lot owners should be aware that agricultural activities could be present on surrounding properties. Any impacts associated with agricultural activities and any issue arising therefrom is the responsibility of the lot owners.
- I.** Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for any construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.
- J.** The developer and subsequent contractors/builders acknowledge that there is a Stormwater Pollution Prevention Plan (SWPPP) filed with the City and State Department of Environmental Quality (DEQ). This SWPPP shall be

adhered to during all phases of construction and shall be updated as required by DEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.

- K.** Lot owners should be aware that the installation of a Barnes Grinder Pump (or hydraulically comparable grinder pump) will be required at each home at time of lot development. Lot owners should be aware that there is the possibility of periodic maintenance and replacement of the grinder pumps.
- L.** The lowest finished floor elevation (which includes the garage) shall be a minimum of 18-inches higher than the top of curb measured from the highest location along the lot frontage.
- M.** The lowest openings on each home (window well, walk-out basement doors, and equivalent openings) shall be located outside drainage paths. If this is not possible, the homebuilder and lot owners must take necessary measures to protect these openings from being inundated from surface water flows. Allow enough space between window wells and property lines to provide sufficient swales and drainage away from window wells and meet applicable building codes for drainage requirements.

### **III. TRANSPORTATION**

#### **A. Streets**

1. Blackberry Way, Paintbrush Trail and Phantom Creek Avenue shall be 34 feet back of curb to back of curb within 56-foot right-of-ways. These internal access roads shall be built to grade with a satisfactory subbase, base course, curb and gutter, and asphalt surface. All streets shall be built in accordance with the City of Billings site development ordinance, subdivision regulations, and Uniform Zoning Code.
2. Stockman Avenue shall be 39 feet back of curb to back of curb within a 74-foot right-of-way. This road shall be built to grade with a satisfactory subbase, base course, curb and gutter, and asphalt surface. All streets shall be built in accordance with the City of Billings site development ordinance, subdivision regulations, and Uniform Zoning Code.
3. Per the Traffic Impact Study (TIS), the warrant criteria for a northbound left-turn lane at the intersection of Stockman Trail and

56th Street West was found to be satisfied by a narrow margin at the time of Sixth Filing build-out. The Subdivider agrees to install a north bound left-turn lane on 56th Street West at the Stockman Trail intersection if additional analysis performed at the time of development verifies that the improvements meet the warrant criteria. The turn lane shall be subject to review and approval by the City Engineering office.

4. The Subdivider agrees to provide a cash contribution for 50 percent of the cost for design, permitting, and construction of the Birely Drain crossing on Stockman Avenue, or construct 50 percent of the improvements for the Birely Drain crossing on Stockman Avenue.

If the Subdivider elects to provide a cash contribution for the Birely Drain crossing, and if the cash contribution is not sufficient to cover 50 percent of the crossing costs at the time of construction, the City retains the right to create a SID to recover additional design and construction costs. If the Subdivider elects to provide a cash contribution, the timing of the cash contribution for the Birely Drain crossing on Stockman Avenue shall be made prior to final plat approval.

If the Subdivider elects to construct 50 percent of the improvement for the Birely Drain crossing it is agreed that this would satisfy the Subdividers requirement for the crossing, and no future SID assessment would be required for any additional costs for the remaining crossing improvements. If selected, the construction of 50% of the Birely Drain crossing would occur at the time of private contract construction.

## **B. Sidewalks**

City and Subdivider agree that the developer will install handicap accessibility ramps at the time of private contract construction. The City and the Subdivider also agree that the developer will install a 5-wide sidewalk along the west boundary of the subdivision in the proposed Birely Drain right of way at the time of private contract construction. The developer will also install a 10-foot wide sidewalk, or asphalt path, between lots 18 and 19, Block 13 of Trails West Subdivision, 6th Filing at the time of private contract construction. No other sidewalks will be installed by the developer as part of construction improvements.

Individual lot owners will be responsible for the construction of the sidewalks adjacent to their lot at the time of lot construction. Sidewalks shall be 5-foot wide boulevard sidewalks.

**C. Street Lighting**

Construction or installation of street lights shall not be required at this time. If street lights are installed in the future, a street light maintenance district will be formed for the entire subdivision to accommodate maintenance of the street lights.

**D. Traffic Control Devices**

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

All off-site contributions and improvements shall be paid as required by the Traffic Impact Study (TIS) before Trails West Subdivision, Sixth Filing final plat approval.

City and Subdivider agree that Subdivider will make cash contributions to improvements to three intersections. The amount and location of these contributions are as follows:

56th Street West and Grand Avenue	\$3,639.18
54th Street West and Grand Avenue	\$5,718.71
56th Street West and Central Avenue	\$1,093.45

These contributions represent a fair and equitable amount based on subdivision traffic using these intersections and may be used by the City for design and construction of geometric improvements, auxiliary turn lanes, or intersection controls such as traffic signals or roundabouts, at these intersections. Improvements will not be constructed until the City determines they are needed, and the timing and extent of the improvements shall be at the City's sole discretion.

**E. Access**

Access will be provided for the subdivision by extending Blackberry Way, Phantom Creek Avenue, and Stockman Avenue. These street connections will connect to the existing subdivision accesses to Grand Avenue and 56th Street West. The streets within the subdivision shall be subject to review and approval by the City Engineering office.

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

The Billings Area Bikeway and Trail Master Plan identifies Grand Avenue, adjacent to the site, as an arterial bikeway. The developer will construct a 10-foot wide multi-use path on the south side of Stockman Avenue at the time of private contract construction. Therefore, City and Subdivider agree that trail requirements are being met for the subdivision.

**G. Public Transit**

There are no MET Transit routes that service this subdivision at this time. No improvements with regard to MET Transit vehicles are anticipated at this time.

**IV. EMERGENCY SERVICES**

Access is provided to this subdivision from Blackberry Way, Phantom Creek Avenue and Stockman Avenue. Fire hydrants shall be provided at each street intersection, and at intermediate locations where distances exceed 500 feet. Appropriate turn arounds will be located on any street in excess of 150 feet.

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and fire hydrant(s) 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 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 not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

**V. STORM DRAINAGE**

- A.** The storm drainage system for Trails West Subdivision, Sixth Filing will consist of a curb and gutter surface collection and curb inlets that drain into storm drainage piping, as well as surface conveyance. The storm drain piping will discharge into existing storm drain piping and to an existing mechanical stormwater filtration manhole, and to an existing stormwater detention facility located on Lot 4, Block 13 Trails West Subdivision, 3rd Filing, with a discharge to the Birely Drain. The existing mechanical stormwater filtration manhole and stormwater storage volume were designed to include Trails West Subdivision, Sixth Filing. All drainage improvements shall comply with the provisions of the City of Billings *Stormwater Management Manual* and Chapter 28, BMCC.
- B.** The stormwater detention area is located on a private lot (Lot 4, Block 13 of Trails West Subdivision, Third Filing) and will be maintained by the homeowners' association (HOA) established for this subdivision. The mechanical stormwater filtration manhole is existing, and associated improvements are also privately owned and maintained by the HOA. Trails West Subdivision, Sixth Filing will be included in the HOA that is responsible to maintain these facilities. O&M requirements and HOA maintenance and fiscal responsibilities have been outlined within the Trails West Subdivision, Third O&M Manual.
- C.** The elevation of residential dwellings must be established in recognition of the City's policy that storm runoff flows are allowed to a depth of 18-inches in the gutter flowline of adjacent streets during the major storm.
- D.** Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for any construction on lots. Best Management Practices are defined within Chapter 28, BMCC and detailed in the City of Billings *Stormwater Management Manual*.
- E.** The Subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution Prevention Plan (SWPPP) filed with the City and the State Department of Environmental Quality (DEQ). This SWPPP shall

be adhered to during all phases of construction and shall be updated as required by DEQ under the General Permit for Stormwater discharges Associated with Construction Activity, Chapter 28, BMCC and the City of Billings *Stormwater Management Manual*.

## **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 Fees in effect at the time new water and/or sanitary sewer service connections are made.

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

### **A. Water**

Service to the subdivision will be provided from the existing water main stubs in Blackberry Way, Phantom Creek Avenue, and Stockman Avenue. Connecting these mains will provide a looped system for the subdivision. Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. It is anticipated that each lot shall be provided with its own separate water service. All water construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality and will be approved by the Public Works Department.

### **B. Sanitary Sewer**

Service to the subdivision will be provided from an existing sanitary sewer main stubs in Blackberry Way and Phantom Creek Avenue. City and

Subdivider agree that sanitary sewer service to the Sixth Filing of the subdivision will be provided through low-pressure sanitary sewer mains. Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. It is anticipated that each lot shall be provided with its own separate low-pressure sanitary sewer service and each lot will need to use a Barnes Grinder Pump (or hydraulically comparable grinder pump). All sanitary sewer construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality, and will be approved by the Public Works Department, Distribution, and Collection Division.

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

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

**VII. PARKS/OPEN SPACE**

Section 76-3-621 of the Montana Code Annotated covers the park dedication requirement. Additionally, Section 23-1002. B.1 of the City of Billings municipal code covers parkland dedication of major subdivisions. The Sixth Filing has a total of 30 lots, requiring a parkland dedication of 0.600 acres. The Subdivider and City agree that this parkland dedication will be met through a cash-in-lieu payment to the development of Cottonwood Park. City and Subdivider agree the cash payment in lieu of parkland dedication shall be made prior to final plat approval. A comparative market analysis, or other approved method to determine raw land value, shall be used to determine the parkland dedication amount in accordance with Section 23-1006, BMCC.

**VIII. SOILS/GEOTECHNICAL STUDY**

The Subdivider has performed a geotechnical analysis for this property (dated August 11, 2008).

Recommendations from the report include:

1. Approximately six inches of surface soils should be stripped and removed from the site or stockpiled for use in non-structural areas.

2. Site and lot grading can be accomplished using conventional earthmoving equipment.
3. Fill across lot grading should be placed and compacted to a minimum of 95 percent relative compaction in accordance with the ASTM D698 compaction test method.
4. If trenches are extended deeper than five feet or are allowed to dry out, the excavations may become unstable and should be evaluated to verify the stability prior to occupation by construction personnel.
5. Street subgrade outside of utility trenches should be placed at 95 percent of ASTM D698 and utility trench backfill should be placed at 97 percent of ASTM D698.
6. The street section for the property shall include three inches of asphaltic concrete over a 10-inch base course.
7. The potential for sulfate attack from existing soils appears to be negligible, and conventional Type II cement may be used according to Table 1904.3 of the 2000 International Building Code.
8. For home construction, over-excavation will likely be required. It is recommended that a more comprehensive geotechnical study be completed prior to installing foundations so lot-specific site conditions can be determined.

**IX. 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.

**X. 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.



“OWNER”

**DOUGLAS D. FRANK**

\_\_\_\_\_

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 **Douglas D. Frank**, known to me to be the persons who signed the foregoing instrument and who acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.

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

“OWNER”

**DEBORAH FAYE FRANK**

\_\_\_\_\_

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 **Deborah Faye Frank**, known to me to be the persons who signed the foregoing instrument and who acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.

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

“OWNER”

**RONALD E. FRANK**

\_\_\_\_\_

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 **Ronald E. Frank**, known to me to be the person who signed the foregoing instrument and who acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.

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







“OWNER”

**DEBORAH FAYE FRANK**

\_\_\_\_\_

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 **Deborah Faye Frank**, known to me to be the persons who signed the foregoing instrument and who acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.

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





# CITY OF BILLINGS

WILLIAM A. COLE, MAYOR

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

December 16, 2019

Dorn-Wilson Development, LLC  
100 Emerald Drive  
Billings, MT 59105

Dear Applicant:

On December 16, 2019, the Billings City Council conditionally approved the preliminary plat of Trails West Subdivision, 6<sup>th</sup> Filing, subject to the following conditions of approval:

1. To protect public health and safety with increased area traffic, prior to final plat approval, the applicant will submit all necessary information required by City of Billings Engineering Division to update TIS information for this filing for review and approval.
2. To minimize the effects on local service, prior to final plat approval, the applicant will coordinate with the USPS for locating and providing the correct amount of space for safely delivering the mail to the residents.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
4. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have questions please contact Dave Green at (406) 247-8666 or by email at [greend@billingsmt.gov](mailto:greend@billingsmt.gov)

Sincerely,

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William A. Cole, Mayor

pc: Sanderson Stewart

**Regular City Council Meeting**

**Meeting Date:** 12/16/2019

**TITLE:** Payment of Claims for the week of November 18, 2019 and November 25, 2019

**PRESENTED BY:** Chris Kukulski, City Administrator

**Department:** City Hall Administration

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$5,456,724.07 have been audited and are presented for City Council payment approval. A complete listing of the claims for the weeks of November 18, 2019 and November 25, 2019 are available in the Finance Department.

**ALTERNATIVES ANALYZED**

No other alternatives were analyzed.

**FINANCIAL IMPACT**

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

**RECOMMENDATION**

Staff recommends Council approve the Payment of Claims.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

COUNCIL MEMO\_11182019 AND 11252019

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Check Date	Check Number	Name	Fund Name	Amount	Description
11/18/2019	828388	5 Star Industries LLC	Solid Waste	\$ 22,133.34	4 Terrace Blue 30 yard roll-offs
11/18/2019	828388	5 Star Industries LLC	Solid Waste	\$ 35,200.00	roll Off Boxes
11/18/2019	828390	AAA Trees Done Right	Public Safety	\$ 1,300.00	FIRE 2: REMOVE TWO SMALLER AMERICAN ELMS
11/18/2019	828390	AAA Trees Done Right	Public Safety	\$ 1,850.00	FIRE 2: REMOVED TWO LARGE AMERICAN ELM
11/18/2019	828398	Archie Cochrane	Transit	\$ 36.23	5304825
11/18/2019	828398	Archie Cochrane	Public Safety	\$ 1,863.56	848535/1
11/18/2019	828398	Archie Cochrane	Public Safety	\$ 85.28	847326/1
11/18/2019	828398	Archie Cochrane	Public Safety	\$ 313.16	847280/1
11/18/2019	828398	Archie Cochrane	Public Safety	\$ 411.36	5301374
11/18/2019	828398	Archie Cochrane	Public Safety	\$ 100.70	5302182
11/18/2019	828398	Archie Cochrane	Public Safety	\$ 251.28	5301094
11/18/2019	828398	Archie Cochrane	Public Safety	\$ 371.86	5300917
11/18/2019	828398	Archie Cochrane	Public Safety	\$ 85.89	5302034
11/18/2019	828398	Archie Cochrane	Public Safety	\$ 18.50	5301058
11/18/2019	828398	Archie Cochrane	Street/Traffic Oper	\$ 853.24	5301492
11/18/2019	828398	Archie Cochrane	Transit	\$ 190.10	5304443
11/18/2019	828399	Arm Scor Cartridge Incorporated	Public Safety	\$ 4,258.00	Arm Scor Invoice 10725, 9mm and 40 S&W ammo
11/18/2019	828399	Arm Scor Cartridge Incorporated	Public Safety	\$ 1,623.00	Arm Scor Invoice 10726, 9 mm abd 45 ACP Ammo
11/18/2019	828400	Associated Employers Of Montana	General	\$ 60.00	Inv. 20-112-43 Webinar (Legal)
11/18/2019	828400	Associated Employers Of Montana	Police Programs	\$ 3,052.90	Inv. 20-112329
11/18/2019	828407	Billings Depot Inc	Engineering	\$ 10,771.60	December Depot Rent
11/18/2019	828407	Billings Depot Inc	P.W. Admin	\$ 2,874.90	December Depot Rent
11/18/2019	828414	Business Tax Section	Street/Traffic Oper	\$ 1,846.85	WO 19-44 Shiloh Roundabouts Landscaping; Pmt 4
11/18/2019	828414	Business Tax Section	Storm Sewer	\$ 294.43	WO 17-26 62nd & Rimrock Stormwater Detention Pond;
11/18/2019	828414	Business Tax Section	Water	\$ 245.00	CURB VALVE REPAIR LIST 06/22/2018; VENDOR
11/18/2019	828414	Business Tax Section	Water	\$ 3,000.00	WO 19-01 Schedule 3, Southside Triangle Water Line
11/18/2019	828414	Business Tax Section	Water	\$ 6,290.23	WO 19-01 Schedule 3, Southside Triangle Water Line
11/18/2019	828414	Business Tax Section	Solid Waste	\$ 1,212.50	WO 19-19 Phase 3 Partial Landfill Closure; Pmt 1
11/18/2019	828414	Business Tax Section	Water	\$ 769.80	WO 19-47 Centennial Park Irrigation Pump; Pmt 1
11/18/2019	828420	Charter Communications Operating	Telephone System	\$ 1,438.12	Fiber at 2305 8th Ave North Account# 8313 20 001
11/18/2019	828420	Charter Communications Operating	Telephone System	\$ 1,322.78	Fiber to 1705 Monad Road -Full month plus partial
11/18/2019	828420	Charter Communications Operating	Telephone System	\$ 1,304.86	Fiber to 4848 Midland Road -Account#8313 20 001
11/18/2019	828420	Charter Communications Operating	Telephone System	\$ 655.00	Fiber at 2305 8th Ave North Account# 8313 20 001
11/18/2019	828422	CMG AC, LLC	Storm Sewer	\$ 29,146.92	WO 17-26 62nd & Rimrock Stormwater Detention Pond;
11/18/2019	828423	Cop Construction Co	Water	\$ 76,210.20	WO 19-47 Centennial Park Irrigation Pump; Pmt 1
11/18/2019	828424	Crane Tech Services & Material	Wastewater	\$ 175.00	25426; ANNUAL CRANE, HOIST AND MATERIAL
11/18/2019	828424	Crane Tech Services & Material	Water	\$ 1,575.00	25427; ANNUAL CRANE, HOIST AND MATERIAL
11/18/2019	828424	Crane Tech Services & Material	Water	\$ 2,400.00	25422; ANNUAL CRANE, HOIST AND MATERIAL
11/18/2019	828425	Cummins Rocky Mountain LLC	Solid Waste	\$ 1,800.36	16936
11/18/2019	828425	Cummins Rocky Mountain LLC	Street/Traffic Oper	\$ 383.34	16839
11/18/2019	828425	Cummins Rocky Mountain LLC	Solid Waste	\$ 82.12	16962

Check Date	Check Number	Name	Fund Name	Amount	Description
11/18/2019	828425	Cummins Rocky Mountain LLC	Solid Waste	\$ (50.00)	17090
11/18/2019	828425	Cummins Rocky Mountain LLC	Solid Waste	\$ 552.88	16522
11/18/2019	828425	Cummins Rocky Mountain LLC	Fleet	\$ 342.35	16447 PO NUM 309315
11/18/2019	828428	Dana Safety Supply Inc	Police Programs	\$ 642.00	SMC DUAL T-RAIL WEAPON MOUNT, 1SMALL & 1
11/18/2019	828428	Dana Safety Supply Inc	Police Programs	\$ 364.00	WEC ION V-SERIES, TD/PUDDLE, SURFACE MT RED
11/18/2019	828428	Dana Safety Supply Inc	Police Programs	\$ 2,520.00	WHELENE SIREN W/CANPORT & T/A
11/18/2019	828428	Dana Safety Supply Inc	Police Programs	\$ -	WEC CCSRN5 INSTALL KIT FORD PISE& PIUT/DODGE
11/18/2019	828428	Dana Safety Supply Inc	Police Programs	\$ -	ERC SPEAKER BRACKET FORD PISE 2013+
11/18/2019	828428	Dana Safety Supply Inc	Police Programs	\$ 2,150.00	WEC INNER EDGE RST WC 8-LT TRAY
11/18/2019	828428	Dana Safety Supply Inc	Police Programs	\$ 328.00	SMC VERTICAL STEEL WINDOW BARS FOR FORD
11/18/2019	828428	Dana Safety Supply Inc	Police Programs	\$ -	WEC CANTROL REMOTE ROTARY SWITCH
11/18/2019	828428	Dana Safety Supply Inc	Police Programs	\$ 364.00	WEC ION V-SERIES SURFACE, TD/PUDDLE, MT BLUE
11/18/2019	828428	Dana Safety Supply Inc	Police Programs	\$ 1,330.00	SMC #10X-RPL YNCTD POLY, 2013+ PISE W/EXP MTL
11/18/2019	828428	Dana Safety Supply Inc	Police Programs	\$ 358.00	WHELEN 100W COMPACT BLACK COMPOSITE 122DB
11/18/2019	828428	Dana Safety Supply Inc	Police Programs	\$ 98.00	WEC 3" ROUND SUPER LED RED
11/18/2019	828428	Dana Safety Supply Inc	Police Programs	\$ 2,424.00	WEC XLP INNER EDGE
11/18/2019	828428	Dana Safety Supply Inc	Police Programs	\$ -	WEC 8/10 LT IE TRAY PISEDAN 13-19
11/18/2019	828428	Dana Safety Supply Inc	Public Safety	\$ 125.25	Freight
11/18/2019	828428	Dana Safety Supply Inc	Police Programs	\$ 1,522.00	SMC PUSH BUMPER W/4 WHELEN ION- SEE WIZ
11/18/2019	828428	Dana Safety Supply Inc	Police Programs	\$ 1,104.00	L BLACK REAR SEAT FORD INTERCEPT SEDAN W/
11/18/2019	828428	Dana Safety Supply Inc	Public Safety	\$ -	WEC INNER DGE RST 8/10-LT UTILITY
11/18/2019	828428	Dana Safety Supply Inc	Public Safety	\$ 1,008.00	SMC PAGER SYSTEM FOR PREMIER
11/18/2019	828428	Dana Safety Supply Inc	Public Safety	\$ 2,283.00	SMC PB450 L4 ALUMINUM PUSH BUMPER -2016+
11/18/2019	828428	Dana Safety Supply Inc	Public Safety	\$ 147.00	WEC 3" ROUND SUPER LED RED
11/18/2019	828428	Dana Safety Supply Inc	Public Safety	\$ 537.00	WHELEN 100W COMPACT BLACK COMPOSITE 122DB
11/18/2019	828428	Dana Safety Supply Inc	Public Safety	\$ 3,840.00	WEC 60" TRACER SOLO 5-LAMP HOUSING (SINGLE
11/18/2019	828428	Dana Safety Supply Inc	Public Safety	\$ 942.00	WEC SURFACE MT LINZ V-SERIES WHITE
11/18/2019	828428	Dana Safety Supply Inc	Public Safety	\$ 3,225.00	WEC INNDE EDGE RST WC 8-LT TRAY
11/18/2019	828428	Dana Safety Supply Inc	Public Safety	\$ 7,479.00	ULTIMATE K9 2, , EXIT POINTS 1 DRIVERS SIDE &1
11/18/2019	828428	Dana Safety Supply Inc	Public Safety	\$ -	WEC CCSRN5 INSTALL KIT FORD PISE & PIUT/
11/18/2019	828428	Dana Safety Supply Inc	Public Safety	\$ 3,636.00	WEC R/W DUO DRIVER B/W PASSENGER INNER
11/18/2019	828428	Dana Safety Supply Inc	Public Safety	\$ 3,810.00	SMC PREMIER K-9 SYSTEM WITH BAIL OUT OPTION
11/18/2019	828428	Dana Safety Supply Inc	Public Safety	\$ 168.00	WEC TRACER MOUNTING BRACKETS 2013+ PIUT
11/18/2019	828428	Dana Safety Supply Inc	Public Safety	\$ 3,189.00	SMC CARGO BOX DSK UPPER & LOWER- FORD PUIT
11/18/2019	828428	Dana Safety Supply Inc	Public Safety	\$ 2,136.00	WEC IUTER EDGE REAR PILLAR ION SOLO, PI
11/18/2019	828428	Dana Safety Supply Inc	Public Safety	\$ 489.00	SMC 10" FAN FOR K-9 INSERT RREAR SIDE WINDOW
11/18/2019	828428	Dana Safety Supply Inc	Public Safety	\$ 54.00	WEC 2013+ PI UTILITY UNDER MIRROR MTG KIT
11/18/2019	828428	Dana Safety Supply Inc	Public Safety	\$ 3,780.00	WHELENE SIREN W/CANPORT & T/A
11/18/2019	828428	Dana Safety Supply Inc	Public Safety	\$ 841.03	Freight
11/18/2019	828428	Dana Safety Supply Inc	Public Safety	\$ 858.00	SMC CARGO BOX SLIDING RADIO TRAY
11/18/2019	828428	Dana Safety Supply Inc	Public Safety	\$ -	WEC SA315p MTG KIT FOR 2013+ PIUT & 2001 +

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11/18/2019	828428	Dana Safety Supply Inc	Public Safety	\$ -	WEC CANTROL REMOTE ROTARY SWITCH
11/18/2019	828432	DOWL	Storm Sewer	\$ 867.00	WO 17-26 62nd and Rimrock Stormwater; 4036.21518.01-
11/18/2019	828432	DOWL	Water	\$ 3,667.50	WO 18-01 2018 Water & Sewer Sch 1 N 27th Watermain;
11/18/2019	828432	DOWL	Storm Sewer	\$ 1,740.00	WO 18-30 City County Drain Flood Mitigation;
11/18/2019	828436	EBSCO Industries, Inc.	Library	\$ 3,720.94	Invoice 0450027, CR 2001022, 0420030
11/18/2019	828436	EBSCO Industries, Inc.	Library	\$ 3,215.15	Invoice 0450027, CR 2001022, 0420030
11/18/2019	828436	EBSCO Industries, Inc.	Library	\$ (33.33)	Invoice 0450027, CR 2001022, 0420030
11/18/2019	828442	First Montana Title Co	CDBG	\$ 15,000.00	FTHB Jennifer Speck 4131 Arden
11/18/2019	828448	Gillig Corporation	Transit	\$ 2,259.94	40637043 PO NUM 309287
11/18/2019	828448	Gillig Corporation	Transit	\$ 541.10	40637495 PO NUM 309287
11/18/2019	828448	Gillig Corporation	Transit	\$ 0.02	40635217
11/18/2019	828448	Gillig Corporation	Transit	\$ 480.00	40636515
11/18/2019	828448	Gillig Corporation	Transit	\$ 933.27	40636516 PO NUM 309240
11/18/2019	828448	Gillig Corporation	Transit	\$ 2,929.97	40636517
11/18/2019	828448	Gillig Corporation	Transit	\$ 159.60	40637494
11/18/2019	828448	Gillig Corporation	Transit	\$ 28.44	40636518
11/18/2019	828449	Good Earth Works Co Inc The	Street/Traffic Oper	\$ 182,838.15	WO 19-44 Shiloh Roundabouts Landscaping; Pmt 4
11/18/2019	828460	InfoSend Inc	P.W. Admin	\$ 13,025.06	161620; MONTHLY STATEMENT PRINTING AND
11/18/2019	828460	InfoSend Inc	P.W. Admin	\$ 3,225.00	161620; MONTHLY STATEMENT PRINTING AND
11/18/2019	828461	Ingram Library Services Inc.	Library	\$ 33.63	42578047
11/18/2019	828461	Ingram Library Services Inc.	Library	\$ 309.84	42492911
11/18/2019	828461	Ingram Library Services Inc.	Library	\$ 20.65	42492910
11/18/2019	828461	Ingram Library Services Inc.	Library	\$ 49.26	42578040
11/18/2019	828461	Ingram Library Services Inc.	Library	\$ 180.74	42492911
11/18/2019	828461	Ingram Library Services Inc.	Library	\$ 35.38	42578041
11/18/2019	828461	Ingram Library Services Inc.	Library	\$ 857.21	42492911
11/18/2019	828461	Ingram Library Services Inc.	Library	\$ 110.03	42578042
11/18/2019	828461	Ingram Library Services Inc.	Library	\$ 29.42	42578046
11/18/2019	828461	Ingram Library Services Inc.	Library	\$ 137.48	42578048
11/18/2019	828461	Ingram Library Services Inc.	Library	\$ 69.89	42578048
11/18/2019	828461	Ingram Library Services Inc.	Library	\$ 146.95	42492911
11/18/2019	828461	Ingram Library Services Inc.	Library	\$ 20.65	42578043
11/18/2019	828461	Ingram Library Services Inc.	Library	\$ 4.79	42578044
11/18/2019	828461	Ingram Library Services Inc.	Library	\$ 24.75	42578045
11/18/2019	828461	Ingram Library Services Inc.	Library	\$ 90.18	42578048
11/18/2019	828461	Ingram Library Services Inc.	Library	\$ 413.08	42578048
11/18/2019	828461	Ingram Library Services Inc.	Library	\$ 11.99	42492910
11/18/2019	828461	Ingram Library Services Inc.	Library	\$ 31.26	42578048
11/18/2019	828461	Ingram Library Services Inc.	Library	\$ 83.49	42578046
11/18/2019	828461	Ingram Library Services Inc.	Library	\$ 1,603.74	42578048
11/18/2019	828463	Itch Customs	Parking	\$ 5,270.00	429 Park1 Awnings

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11/18/2019	828468	Jay's Waterline Repair	Water	\$ 24,255.00	CURB VALVE REPAIR LIST 06/22/2018; VENDOR
11/18/2019	828471	Kadrmass Lee & Jackson	Water	\$ 102,241.85	WO 19-01 South Side Triangle Water Main Replacement;
11/18/2019	828477	KLE Construction LLC	Solid Waste	\$ 120,037.50	WO 19-19 Phase 3 Partial Landfill Closure; Pmt 1
11/18/2019	828479	KTVQ Communications, Inc.	P.W. Admin	\$ 833.33	All-inclusive strategic planning, creative and production for
11/18/2019	828479	KTVQ Communications, Inc.	P.W. Admin	\$ 234.00	All-inclusive strategic planning, creative and production for
11/18/2019	828479	KTVQ Communications, Inc.	P.W. Admin	\$ 200.00	All-inclusive strategic planning, creative and production for
11/18/2019	828479	KTVQ Communications, Inc.	P.W. Admin	\$ 1,500.00	All-inclusive strategic planning, creative and production for
11/18/2019	828479	KTVQ Communications, Inc.	P.W. Admin	\$ 135.00	All-inclusive strategic planning, creative and production for
11/18/2019	828479	KTVQ Communications, Inc.	P.W. Admin	\$ 825.00	All-inclusive strategic planning, creative and production for
11/18/2019	828492	Montana Municipal Interlocal	Property Ins	\$ 19,397.11	1019001 November Deductible Recovery
11/18/2019	828495	Mullen Coughlin LLC	Property Ins	\$ 7,465.50	August 2019 Cyber Incident investigation. Claim#4526029
11/18/2019	828495	Mullen Coughlin LLC	Property Ins	\$ 1,303.50	August 2019 Cyber Incident investigation. Claim#4526029
11/18/2019	828496	Municipal Emergency Services Inc.	Public Safety	\$ 2,054.36	Custon Point Blank- C Series Endeavor Carrier, Gen 1.5
11/18/2019	828496	Municipal Emergency Services Inc.	Public Safety	\$ 84.01	Freight
11/18/2019	828496	Municipal Emergency Services Inc.	Public Safety	\$ 5,045.04	Custon Point Blank- Vision Gen II Vision Carrier with CIIA
11/18/2019	828496	Municipal Emergency Services Inc.	Public Safety	\$ 41.02	Freight
11/18/2019	828496	Municipal Emergency Services Inc.	Public Safety	\$ 2,293.20	Point Blank Vision Gen II Vision Carrier with CIAA Armor,
11/18/2019	828496	Municipal Emergency Services Inc.	Public Safety	\$ 933.80	Custom POINT BLANK-C SERIES Endeavor Carrier,
11/18/2019	828496	Municipal Emergency Services Inc.	Public Safety	\$ 458.64	Custom Point Blank- Vision Gen II Vision Carrier with CIIA
11/18/2019	828496	Municipal Emergency Services Inc.	Public Safety	\$ 13.02	Freight
11/18/2019	828500	NorthWestern Energy	Water	\$ 1,117.83	2082903-2 OCT 2019; MONTHLY SERVICE FEES
11/18/2019	828500	NorthWestern Energy	Transit	\$ 2,327.04	Electricity at METroplex 9/26/19 to 10/24/19
11/18/2019	828500	NorthWestern Energy	Wastewater	\$ 99.54	EA Electricity #3243625-5
11/18/2019	828500	NorthWestern Energy	Wastewater	\$ 69.58	1175972-7 OCT 2019; MONTHLY SERVICE FEES
11/18/2019	828500	NorthWestern Energy	Wastewater	\$ 95,591.58	0100591-7
11/18/2019	828500	NorthWestern Energy	Water	\$ 205.43	1142253-2
11/18/2019	828500	NorthWestern Energy	Parks Maintenance	\$ -	1029192-0
11/18/2019	828500	NorthWestern Energy	General	\$ 512.30	0712538-8
11/18/2019	828500	NorthWestern Energy	General	\$ -	0839280-5
11/18/2019	828500	NorthWestern Energy	Transit	\$ 426.53	0719225-5
11/18/2019	828506	Polydyne Inc	Wastewater	\$ 2,975.74	1397859; CHEMICALS
11/18/2019	828508	PRPL	Water	\$ 11,075.48	CIS CREDIT REFUND 148074
11/18/2019	828510	Public Utilities	Airport	\$ 6,666.56	136516
11/18/2019	828511	Public Works-Administration	Water	\$ 4,545.00	129445418 11-1-19; Engineering Permits
11/18/2019	828511	Public Works-Administration	Water	\$ 390.00	129445418 11-1-19; Engineering Permits
11/18/2019	828512	Ratco LLC	Transit	\$ 4,700.00	Stainless sander for spreading sand during icy weather
11/18/2019	828519	Rimrock Foundation	Municipal Court Grants	\$ 925.00	19 Oct. Rimrock Psyc. Therapy Morales
11/18/2019	828519	Rimrock Foundation	Municipal Court Grants	\$ 1,530.00	19 Oct. Rimrock Ancillary
11/18/2019	828519	Rimrock Foundation	Municipal Court Grants	\$ 1,590.38	19 Oct. Rimrock CTC No Ins., Co-pays, deduct.
11/18/2019	828519	Rimrock Foundation	Municipal Court Grants	\$ 150.00	19 Oct. Rimrock Drug Ancillary
11/18/2019	828519	Rimrock Foundation	Municipal Court Grants	\$ 100.00	19 Oct. Rimrock CTC Screenings

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11/18/2019	828519	Rimrock Foundation	Municipal Court Grants	\$ 100.00	19 Oct. Rimrock Drug Screenings
11/18/2019	828519	Rimrock Foundation	Municipal Court Grants	\$ 3,120.00	19 Oct. Rimrock DUI Ancillary
11/18/2019	828519	Rimrock Foundation	Municipal Court Grants	\$ 2,147.97	19 Oct. Rimrock DUI No. Ins., Copays, Deduc.
11/18/2019	828519	Rimrock Foundation	Municipal Court Grants	\$ 500.00	19 Oct. Rimrock DUI Screenings
11/18/2019	828522	Sanderson Stewart	City County Planning	\$ 10,338.75	Inner Belt Loop Corridor Study-SW01012019
11/18/2019	828526	SMGlobal Inc	Wastewater	\$ 4,510.00	191108BP; NEW MAINTENANCE MANAGEMENT
11/18/2019	828528	Spencer Fluid Power, Inc.	Airport	\$ 2,839.14	Invoice #3098182-00. Hydraulic Motor for A-17
11/18/2019	828528	Spencer Fluid Power, Inc.	Water	\$ (229.72)	CREDIT UNIT 7351
11/18/2019	828529	St Vincent Occupational Health	Public Safety	\$ 20.00	Drug Tests/Flu Shots/DOT Physicals
11/18/2019	828529	St Vincent Occupational Health	Fleet	\$ 185.00	Drug Tests/Flu Shots/DOT Physicals
11/18/2019	828529	St Vincent Occupational Health	Street/Traffic Oper	\$ 95.00	Drug Tests/Flu Shots/DOT Physicals
11/18/2019	828529	St Vincent Occupational Health	City Health Ins Fund	\$ 9,915.00	Drug Tests/Flu Shots/DOT Physicals
11/18/2019	828529	St Vincent Occupational Health	Transit	\$ 380.00	Drug Tests/Flu Shots/DOT Physicals
11/18/2019	828529	St Vincent Occupational Health	Solid Waste	\$ 195.00	Drug Tests/Flu Shots/DOT Physicals
11/18/2019	828529	St Vincent Occupational Health	General	\$ 3,015.00	Drug Tests/Flu Shots/DOT Physicals
11/18/2019	828529	St Vincent Occupational Health	Transit	\$ 95.00	Drug Tests/Flu Shots/DOT Physicals
11/18/2019	828529	St Vincent Occupational Health	Wastewater	\$ 50.00	Drug Tests/Flu Shots/DOT Physicals
11/18/2019	828532	Steiner Thuesen PLLC	Rose Park Pool	\$ 7,031.15	Centennial Park development-pay request #11
11/18/2019	828533	Stewart Title Company	CDBG	\$ 10,000.00	FTHB Jill Redinger 1612 Wyoming
11/18/2019	828537	Tele-Consultants, Inc	City County Planning	\$ 10,900.00	Non Motorized Trail Map
11/18/2019	828538	Terracon Consultants Inc.	Gas Tax	\$ 13,142.50	WO 20-17 Laredo Rock Fall; TC9285 Pmt 2
11/18/2019	828542	Town & Country Supply Association	Public Safety	\$ 2,591.40	403950 #1 DIESEL - FIRE 5 (100); FIRE 3 (75); FIRE 1
11/18/2019	828542	Town & Country Supply Association	Fleet	\$ 19,127.30	403280 PO NUM 309290
11/18/2019	828542	Town & Country Supply Association	Public Safety	\$ 2,264.85	403950: #2 DIESEL - FIRE 5 (100); FIRE 3 (75); FIRE 1
11/18/2019	828542	Town & Country Supply Association	Transit	\$ 13,498.20	403720 PO NUM 309300
11/18/2019	828542	Town & Country Supply Association	Transit	\$ 4,612.80	403943 PO NUM 309308
11/18/2019	828542	Town & Country Supply Association	Fleet	\$ 8,692.52	430837 PO NUM 309297
11/18/2019	828543	Tractor & Equipment Co.	Solid Waste	\$ 858.00	LABOR FOR UNIT 254 BLW00194952
11/18/2019	828543	Tractor & Equipment Co.	Solid Waste	\$ 1,477.00	LABOR FOR UNIT 0255 BLW00194671
11/18/2019	828543	Tractor & Equipment Co.	Solid Waste	\$ 66.66	Software unit 0255 B2758101
11/18/2019	828543	Tractor & Equipment Co.	Solid Waste	\$ 667.00	PARTS/LABOR UNIT 242
11/18/2019	828543	Tractor & Equipment Co.	Solid Waste	\$ 70.09	PARTS/LABOR UNIT 242
11/18/2019	828543	Tractor & Equipment Co.	Water	\$ 266.52	WATER PARTS AND SUPPLIES PO NUM 309249
11/18/2019	828543	Tractor & Equipment Co.	Solid Waste	\$ 543.56	BLW00194274
11/18/2019	828543	Tractor & Equipment Co.	Solid Waste	\$ 1,420.01	BLW00194686
11/18/2019	828543	Tractor & Equipment Co.	Solid Waste	\$ 1,071.29	BLW00194510
11/18/2019	828543	Tractor & Equipment Co.	Solid Waste	\$ 1,718.35	Parts for Landfill Equipment BLCS0718475
11/18/2019	828549	University Of Tennessee	Police Programs	\$ 10,500.00	Tuition/Uniforms for National Forensic Academy from
11/18/2019	828556	Walker Parking Consultants	Parking	\$ 2,717.82	Parking Access and Revenue Control System
11/18/2019	828556	Walker Parking Consultants	Parking	\$ 1,682.00	Parking Access and Revenue Control System
11/18/2019	828556	Walker Parking Consultants	Parking	\$ 1,682.00	Parking Access and Revenue Control System

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11/18/2019	828556	Walker Parking Consultants	Parking	\$ 2,717.82	Parking Access and Revenue Control System
11/18/2019	828556	Walker Parking Consultants	Parking	\$ 2,717.82	Parking Access and Revenue Control System
11/18/2019	828556	Walker Parking Consultants	Parking	\$ 1,682.00	Parking Access and Revenue Control System
11/18/2019	828557	Western Municipal Construction Inc	Water	\$ 297,000.00	WO 19-01 Schedule 3, Southside Triangle Water Line
11/18/2019	828557	Western Municipal Construction Inc	Water	\$ 622,732.62	WO 19-01 Schedule 3, Southside Triangle Water Line
11/18/2019	828559	Yellowstone County	Public Safety	\$ 5,000.00	Yellowstone County Detention Facility October 2019 Jail
11/25/2019	828567	5 Star Industries LLC	Street/Traffic Oper	\$ 11,066.66	2 yellow 30 yard rolloff containers per attached quote
11/25/2019	828568	A & I Distributors	Fleet	\$ 67.17	3374513 PO NUM 309037
11/25/2019	828568	A & I Distributors	Transit	\$ 1,654.40	3378939 PO NUM 309037
11/25/2019	828568	A & I Distributors	Fleet	\$ 1,880.59	3377816 PO NUM 309037
11/25/2019	828568	A & I Distributors	Fleet	\$ 70.44	3377816 PO NUM 309037
11/25/2019	828568	A & I Distributors	Transit	\$ 92.95	3378290
11/25/2019	828568	A & I Distributors	Transit	\$ 92.95	3377893
11/25/2019	828568	A & I Distributors	Airport	\$ 589.61	Invoice #3379769. Oil Metering Gun, @ Barrels of DEF
11/25/2019	828568	A & I Distributors	Airport	\$ 486.71	Invoice #3381921. Oil Metering Gun
11/25/2019	828568	A & I Distributors	Airport	\$ (473.21)	Invoice #3385516. Return Oil Metering Gun on Invoice
11/25/2019	828568	A & I Distributors	Airport	\$ 473.21	Invoice #3380572. Oil Metering Gun
11/25/2019	828568	A & I Distributors	Airport	\$ (403.71)	Invoice #3381774. Return Oil Metering Gun on Invoice
11/25/2019	828568	A & I Distributors	Fleet	\$ 282.76	3370380 PO NUM 309037
11/25/2019	828568	A & I Distributors	Fleet	\$ 139.21	3378342
11/25/2019	828568	A & I Distributors	Fleet	\$ 160.80	3370811 PO NUM 309037
11/25/2019	828568	A & I Distributors	Fleet	\$ 5,178.71	3370379 PO NUM 309037
11/25/2019	828568	A & I Distributors	Fleet	\$ 574.31	3370379 PO NUM 309037
11/25/2019	828568	A & I Distributors	Street/Traffic Oper	\$ 557.70	inv#3370310
11/25/2019	828568	A & I Distributors	Solid Waste	\$ 557.70	DEF for the garbage trucks 3381258
11/25/2019	828568	A & I Distributors	Transit	\$ 384.45	3373935 PO NUM 309037
11/25/2019	828568	A & I Distributors	Solid Waste	\$ 557.70	DEF For the garbage trucks 3370230
11/25/2019	828568	A & I Distributors	Transit	\$ 1,628.63	3377391 PO NUM 309037
11/25/2019	828568	A & I Distributors	Transit	\$ 128.00	3377344
11/25/2019	828569	Ace Electric Inc	Water	\$ 21,285.00	WO 18-15 Voelker Pump Station Improvements and
11/25/2019	828569	Ace Electric Inc	Water	\$ 256,162.50	WO 18-15 Voelker Pump Station Improvements and
11/25/2019	828576	Alta Planning & Design Inc	City County Planning	\$ 11,958.80	Wayfinding Signage Plan
11/25/2019	828578	Angel Armor LLC	Public Safety	\$ 22.87	Shipping
11/25/2019	828578	Angel Armor LLC	Public Safety	\$ 6,960.00	ANGARM-00233 TRUTH 855, 9X11 SC SWAT plates
11/25/2019	828579	Archie Cochrane	Public Safety	\$ 9.93	5302941
11/25/2019	828579	Archie Cochrane	Public Safety	\$ 22.56	5303863
11/25/2019	828579	Archie Cochrane	Public Safety	\$ 73.34	5302622
11/25/2019	828579	Archie Cochrane	Public Safety	\$ 100.70	5303645
11/25/2019	828579	Archie Cochrane	Public Safety	\$ (80.00)	5302920
11/25/2019	828579	Archie Cochrane	Public Safety	\$ 448.03	5302581
11/25/2019	828579	Archie Cochrane	Public Safety	\$ 132.62	5302481

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11/25/2019	828579	Archie Cochrane	Public Safety	\$ 100.70	5303399
11/25/2019	828579	Archie Cochrane	Public Safety	\$ 100.70	5302624
11/25/2019	828579	Archie Cochrane	Public Safety	\$ 364.34	5303372
11/25/2019	828579	Archie Cochrane	Public Safety	\$ 747.32	5303548
11/25/2019	828579	Archie Cochrane	Public Safety	\$ 34.39	5303238
11/25/2019	828579	Archie Cochrane	Public Safety	\$ 34.24	5303689
11/25/2019	828579	Archie Cochrane	Engineering	\$ 134.88	5303508
11/25/2019	828579	Archie Cochrane	Public Safety	\$ 564.00	5302760
11/25/2019	828580	Arm Scor Cartridge Incorporated	Police Programs	\$ 5,999.75	Arm Scor 11/18/19 invoice 10808, 223 and 9mm ammo
11/25/2019	828582	AT & T Corp	Information Resources	\$ 47.35	IT Department -On call Phone
11/25/2019	828582	AT & T Corp	Public Safety	\$ 284.13	Animal Control Cell Phones
11/25/2019	828582	AT & T Corp	Transit	\$ 453.60	MET Transit Tablets
11/25/2019	828582	AT & T Corp	Public Safety	\$ 3,652.74	Police MDT Toughbooks
11/25/2019	828582	AT & T Corp	Airport	\$ 532.01	Airport
11/25/2019	828582	AT & T Corp	Public Safety	\$ 87.49	ICAC -Campbell and Spare
11/25/2019	828582	AT & T Corp	Public Safety	\$ 240.84	Animal Control -MDT
11/25/2019	828582	AT & T Corp	Building Inspection	\$ 473.04	PW-Building Cell Phones
11/25/2019	828582	AT & T Corp	Police Programs	\$ 48.38	CCSIU Toughbook
11/25/2019	828582	AT & T Corp	General	\$ 47.35	Legal Dept -Domestic Violence
11/25/2019	828582	AT & T Corp	Police Programs	\$ 47.35	Domestic Violence -Katie Nash
11/25/2019	828582	AT & T Corp	Public Safety	\$ 301.04	Comm. Center 9-1-1
11/25/2019	828582	AT & T Corp	Public Safety	\$ 120.42	Yellowstone County Cellular Charges -Three cradlepoints -
11/25/2019	828582	AT & T Corp	Public Safety	\$ 285.11	Police -Resource Officers
11/25/2019	828582	AT & T Corp	Public Safety	\$ 1,145.85	Fire Department Cell Phones
11/25/2019	828582	AT & T Corp	Public Safety	\$ 2,547.53	Police Department Cell Phone
11/25/2019	828582	AT & T Corp	Parking	\$ 97.63	Parking Division Meter Maintenance
11/25/2019	828582	AT & T Corp	Telephone System	\$ (144.62)	Applied \$144.62 credit to account #503. credits issued
11/25/2019	828582	AT & T Corp	Building Inspection	\$ 361.26	PW-Building Tablets (Planning)
11/25/2019	828582	AT & T Corp	Public Safety	\$ 966.00	MDT Fire
11/25/2019	828582	AT & T Corp	Water	\$ 1,045.40	PWBELKNAP-WT Water Treatment
11/25/2019	828582	AT & T Corp	Wastewater	\$ 473.10	PWBLKNP Electricians -Phones
11/25/2019	828582	AT & T Corp	P.W. Admin	\$ 34.20	PWBLKNP OFFICE -60/40
11/25/2019	828582	AT & T Corp	General	\$ 174.20	PRPL Parks Tablets
11/25/2019	828582	AT & T Corp	Water	\$ 616.39	PWBELKNAP-DIST COLL 60/40
11/25/2019	828582	AT & T Corp	Facilities Mngmt	\$ 121.63	Facilities BOC Plus 70% of 406-672-3027
11/25/2019	828582	AT & T Corp	General	\$ 320.46	PRPL - Recreation Division
11/25/2019	828582	AT & T Corp	Wastewater	\$ 32.36	PWBLKNP STORES -75/25
11/25/2019	828582	AT & T Corp	General	\$ 47.35	Municipal Court
11/25/2019	828582	AT & T Corp	Water	\$ 562.25	PWBLKNP COMM-METER CityWorks/Neptune
11/25/2019	828582	AT & T Corp	Library	\$ 274.32	Library
11/25/2019	828582	AT & T Corp	General	\$ 316.06	Code Enforcement

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11/25/2019	828582	AT & T Corp	General	\$ 155.93	PRPL -Parks Seasonal
11/25/2019	828582	AT & T Corp	Water	\$ 97.19	PWBLKNP STORES -75/25
11/25/2019	828582	AT & T Corp	Engineering	\$ 227.33	PW-Engineering Cell Phones and MiFi
11/25/2019	828582	AT & T Corp	Water	\$ 118.49	PW-Distribution Collection Tablets 60/40
11/25/2019	828582	AT & T Corp	General	\$ 522.91	Parks Dept.
11/25/2019	828582	AT & T Corp	P.W. Admin	\$ 51.38	PWBLKNP OFFICE -60/40
11/25/2019	828582	AT & T Corp	Water	\$ 340.75	PWBLKNP MTRSHOP
11/25/2019	828582	AT & T Corp	Transit	\$ 231.45	Trans-On Call MET
11/25/2019	828582	AT & T Corp	Wastewater	\$ 79.00	PW-Distribution Collection Tablets 60/40
11/25/2019	828582	AT & T Corp	General	\$ 34.84	PRPL-Parks MiFi 406.850.7416 -West End Shop
11/25/2019	828582	AT & T Corp	Parking	\$ 5.37	Parking Phones
11/25/2019	828582	AT & T Corp	Wastewater	\$ 410.92	PWBELKNAP-DIST COLL 60/40
11/25/2019	828582	AT & T Corp	General	\$ 0.86	PRPL Rec Seasonal -\$30.68 credit for line not canceled
11/25/2019	828582	AT & T Corp	Wastewater	\$ 202.51	PW-Dis/Coll. Cityworks iPads 60/40
11/25/2019	828582	AT & T Corp	Municipal Court Grants	\$ 210.92	Muni Court DC
11/25/2019	828582	AT & T Corp	Telephone System	\$ 144.62	Applied \$144.62 credit from #999 to correct account #503
11/25/2019	828582	AT & T Corp	Facilities Mngmt	\$ 94.26	Facilities City Hall Plus 30% of 406-672-3027
11/25/2019	828582	AT & T Corp	Wastewater	\$ 858.39	PWBLNP-WWTRMNT1 Wastewater Treatment Plant
11/25/2019	828582	AT & T Corp	Library	\$ 135.20	Library Out Reach
11/25/2019	828582	AT & T Corp	Water	\$ 303.77	PW-Dis/Coll. Cityworks iPads 60/40
11/25/2019	828582	AT & T Corp	General	\$ 94.70	City Attorney -Legal
11/25/2019	828582	AT & T Corp	Engineering	\$ (255.45)	Engineering Tablets -wrong tablet credit
11/25/2019	828582	AT & T Corp	Public Safety	\$ 4.95	9-1-1 New Phones. Billed on wrong account
11/25/2019	828582	AT & T Corp	Telephone System	\$ 17.13	TeleComm Manager
11/25/2019	828590	Billings Bench Water Assn	Storm Sewer	\$ 95,000.00	Rock mitigation on City parkland near BBWA canal
11/25/2019	828596	Border States Electric	Water	\$ 23.12	918753552; DRYER CORD & OUTLET REPLACE
11/25/2019	828596	Border States Electric	Wastewater	\$ 452.40	918763645; PSP OVERLOADS
11/25/2019	828596	Border States Electric	Wastewater	\$ 462.84	918735597; OVERLOADS FOR PSP WEMCOS
11/25/2019	828596	Border States Electric	Water	\$ 28.96	918784364; FOR STAPLES CL2 ROOM
11/25/2019	828596	Border States Electric	Water	\$ 22.20	918727908; H-5 VFD PROJECT
11/25/2019	828596	Border States Electric	Water	\$ 30.90	918678902; H-5 VFD PROJECT
11/25/2019	828596	Border States Electric	Wastewater	\$ 15,151.46	918644784; REPLACE VARIABLE FREQUENCY DRIVE
11/25/2019	828596	Border States Electric	Street/Traffic Oper	\$ 27.22	STREET LIGHTS PO NUM 309242
11/25/2019	828596	Border States Electric	Wastewater	\$ 19.14	918641709; FUSES FOR WRF BOXCAR CONTROL
11/25/2019	828596	Border States Electric	Wastewater	\$ 92.83	918802957; FOR PSP WEMCO PUMP UPGRADE
11/25/2019	828596	Border States Electric	Water	\$ 286.92	918678398; H-5 VFD PROJECT
11/25/2019	828596	Border States Electric	Wastewater	\$ (462.84)	918767492; RETURNED OVERLOADS
11/25/2019	828596	Border States Electric	Wastewater	\$ 192.06	918753194; PSP WEMCO PUMP CHANGE OVER
11/25/2019	828596	Border States Electric	Water	\$ 110.30	918725991; FOX RADIO ANTENNA PROJECT
11/25/2019	828596	Border States Electric	Water	\$ 192.05	918753194; PSP WEMCO PUMP CHANGE OVER
11/25/2019	828596	Border States Electric	Wastewater	\$ 773.22	918753194; PSP WEMCO PUMP CHANGE OVER

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11/25/2019	828596	Border States Electric	Wastewater	\$ 111.77	918641394; PPE FOR E-7
11/25/2019	828596	Border States Electric	Wastewater	\$ (612.48)	918767493; RETURNED OVERLOADS
11/25/2019	828596	Border States Electric	Water	\$ 111.76	918641394; PPE FOR E-7
11/25/2019	828596	Border States Electric	Water	\$ 181.05	918678463; H-5 VFD PROJECT
11/25/2019	828596	Border States Electric	Water	\$ 189.40	918754052; MAINT. SHOP OUTLET REPLACE
11/25/2019	828596	Border States Electric	Water	\$ 285.41	918844847; H5 VFD PROJECT
11/25/2019	828599	Business Tax Section	Storm Sewer	\$ 256.52	WO 19-27 Small Concrete Repair; Pmt 2
11/25/2019	828599	Business Tax Section	Water	\$ 215.00	WO 18-15 Voelker Pump Station Improvements and
11/25/2019	828599	Business Tax Section	Airport	\$ 5,421.98	Commercial Concrete Apron Project - Federal Share
11/25/2019	828599	Business Tax Section	Airport	\$ 602.44	Commercial Concrete Apron Project - Local Share
11/25/2019	828599	Business Tax Section	Water	\$ 7,103.60	WO 19-01 Schedule 3, Southside Triangle Water Line
11/25/2019	828599	Business Tax Section	Water	\$ 3,964.95	WO 17-19 Lead Service Replace Project; Pmt 1F
11/25/2019	828599	Business Tax Section	Airport	\$ 61.45	IP-5 Replace Windows - Hail Damage
11/25/2019	828599	Business Tax Section	Water	\$ 2,587.50	WO 18-15 Voelker Pump Station Improvements and
11/25/2019	828599	Business Tax Section	Storm Sewer	\$ 25.92	WO 19-26 Small Concrete Repair; Pmt 3
11/25/2019	828601	Capital Development, Inc.	City County Planning	\$ 3,000.00	Landscape Deposit refund
11/25/2019	828613	Cop Construction Co	Water	\$ 392,530.05	WO 17-19 Lead Service Replace Project; Pmt 1F
11/25/2019	828620	Dale & Jax Door & Glass Inc	Facilities Mngmt	\$ 610.00	Inv. #21571
11/25/2019	828620	Dale & Jax Door & Glass Inc	Airport	\$ 6,083.55	IP-5 Replace Windows - Hail Damage
11/25/2019	828622	Davidson	General	\$ 3,153.75	Davidson, Vicki Tuition Reimbursement 10.07.19
11/25/2019	828628	EBMS	City Health Ins Fund	\$ 27,312.57	December 2019
11/25/2019	828628	EBMS	City Health Ins Fund	\$ 53,730.16	December 2019
11/25/2019	828628	EBMS	City Health Ins Fund	\$ 1,043.00	December 2019
11/25/2019	828628	EBMS	City Health Ins Fund	\$ 1,752.00	December 2019
11/25/2019	828628	EBMS	City Health Ins Fund	\$ 1,380.00	December 2019
11/25/2019	828628	EBMS	City Health Ins Fund	\$ 4,667.10	December 2019
11/25/2019	828638	First Montana Title Co	Water	\$ 4,857.75	Title Insurance for Knife River land purchase per buy/sell
11/25/2019	828639	First Montana Title Co	CDBG	\$ 15,000.00	FTHB Marcia Cearns purchasing 3400 Canyon Drive Unit
11/25/2019	828641	Fisher Sand & Gravel Co	Street/Traffic Oper	\$ 555.52	inv#4583
11/25/2019	828641	Fisher Sand & Gravel Co	Street/Traffic Oper	\$ 1,569.12	inv#4440
11/25/2019	828641	Fisher Sand & Gravel Co	Street/Traffic Oper	\$ 393.12	inv#4438
11/25/2019	828641	Fisher Sand & Gravel Co	Street/Traffic Oper	\$ 61.56	inv#4439
11/25/2019	828643	Gale Group The	Library	\$ 3,643.57	Invoice 68893172 - Chilton Subscription
11/25/2019	828644	Galles Filter Service	Solid Waste	\$ 524.32	Filters for Landfill Equipment P91521-01
11/25/2019	828644	Galles Filter Service	Water	\$ 95.95	NONSTOCKING ITEMS-P.U.D.
11/25/2019	828644	Galles Filter Service	Solid Waste	\$ 269.01	Filters for Landfill Equipment P91327-01
11/25/2019	828644	Galles Filter Service	Transit	\$ 220.81	P-91625-01 PO NUM 309040
11/25/2019	828644	Galles Filter Service	Water	\$ (49.19)	CREDIT
11/25/2019	828644	Galles Filter Service	Wastewater	\$ 60.60	SECONDARY COMPRESSOR
11/25/2019	828644	Galles Filter Service	Water	\$ 60.85	BATTERY FOR IRONWOOD
11/25/2019	828644	Galles Filter Service	Water	\$ (3.84)	CREDIT

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11/25/2019	828644	Galles Filter Service	Solid Waste	\$ 594.24	Filters for Landfill equipment P91833-01
11/25/2019	828644	Galles Filter Service	Wastewater	\$ 40.56	BATTERY FOR IRONWOOD
11/25/2019	828644	Galles Filter Service	Water	\$ 49.09	WATER PARTS AND SUPPLIES PO NUM 308925
11/25/2019	828644	Galles Filter Service	Water	\$ 9.78	WATER PARTS AND SUPPLIES PO NUM 309129
11/25/2019	828644	Galles Filter Service	Wastewater	\$ 15.20	FILTERS
11/25/2019	828644	Galles Filter Service	Water	\$ 53.14	WATER PARTS AND SUPPLIES PO NUM 308926
11/25/2019	828644	Galles Filter Service	Water	\$ 638.02	WATER PARTS AND SUPPLIES PO NUM 309133
11/25/2019	828644	Galles Filter Service	Water	\$ 344.33	WATER PARTS AND SUPPLIES PO NUM 309130
11/25/2019	828644	Galles Filter Service	Water	\$ 114.68	WATER PARTS AND SUPPLIES PO NUM 309132
11/25/2019	828644	Galles Filter Service	Water	\$ 11.12	WATER PARTS AND SUPPLIES PO NUM 309134
11/25/2019	828644	Galles Filter Service	Solid Waste	\$ 153.48	Filters for Landfill equipment P91679-01
11/25/2019	828644	Galles Filter Service	Fleet	\$ (28.00)	86104 PO NUM 309040
11/25/2019	828644	Galles Filter Service	Fleet	\$ 226.41	91978.01 PO NUM 309040
11/25/2019	828644	Galles Filter Service	Fleet	\$ 309.25	91882.01 PO NUM 309040
11/25/2019	828644	Galles Filter Service	Water	\$ 96.01	NONSTOCKING ITEMS-P.U.D.
11/25/2019	828644	Galles Filter Service	Transit	\$ 503.49	P-91259-01 PO NUM 309040
11/25/2019	828644	Galles Filter Service	Fleet	\$ 493.10	P-91680.01 PO NUM 309040
11/25/2019	828644	Galles Filter Service	Fleet	\$ 120.24	T-85879 PO NUM 309040
11/25/2019	828644	Galles Filter Service	Fleet	\$ 444.80	P-91782.01 PO NUM 309040
11/25/2019	828644	Galles Filter Service	Fleet	\$ 51.41	P-91783.01 PO NUM 309040
11/25/2019	828644	Galles Filter Service	Fleet	\$ 291.23	P-91520.01 PO NUM 309040
11/25/2019	828644	Galles Filter Service	Fleet	\$ 190.40	P-91831.01 PO NUM 309040
11/25/2019	828644	Galles Filter Service	Water	\$ 49.19	WATER PARTS AND SUPPLIES PO NUM 309151
11/25/2019	828644	Galles Filter Service	Water	\$ 202.82	NONSTOCKING ITEMS-P.U.D.
11/25/2019	828644	Galles Filter Service	Transit	\$ 377.21	P-91923-01 PO NUM 309040
11/25/2019	828644	Galles Filter Service	Water	\$ 19.56	WATER PARTS AND SUPPLIES PO NUM 309150
11/25/2019	828644	Galles Filter Service	Fleet	\$ 211.85	P-91324.01 PO NUM 309040
11/25/2019	828644	Galles Filter Service	Fleet	\$ 453.76	P-91438.01 PO NUM 309040
11/25/2019	828644	Galles Filter Service	Fleet	\$ 212.56	P-91257.01 PO NUM 309040
11/25/2019	828644	Galles Filter Service	Solid Waste	\$ 28.00	Filters for Landfill equipment P91679-03
11/25/2019	828644	Galles Filter Service	Solid Waste	\$ 197.42	Filters for Landfill equipment P91679-02
11/25/2019	828644	Galles Filter Service	Solid Waste	\$ 12.62	P-91637.01
11/25/2019	828644	Galles Filter Service	General	\$ 21.85	P-91151.01
11/25/2019	828644	Galles Filter Service	Solid Waste	\$ 232.68	Filters for Landfill equipment P91977-01
11/25/2019	828644	Galles Filter Service	Water	\$ 44.76	NONSTOCKING ITEMS-P.U.D.
11/25/2019	828651	Hansers Automotive	Wastewater	\$ 2,850.00	2905
11/25/2019	828651	Hansers Automotive	Public Safety	\$ 3,793.14	2937
11/25/2019	828655	HDR, Inc.	Solid Waste	\$ 49,403.42	WO 17-12 Landfill Drop-off Facility; 1200229308 Pmt 28
11/25/2019	828655	HDR, Inc.	Water	\$ 148,194.55	WO 19-12 West End Reservoir; 120227330 Pmt 7
11/25/2019	828655	HDR, Inc.	Water	\$ 1,238.65	WO 18-22 Water Treatment Facility High Service Pump
11/25/2019	828655	HDR, Inc.	Water	\$ 18,933.21	WO 18-22 Leavens Reservoir Expansion & Zone 1

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11/25/2019	828655	HDR, Inc.	Wastewater	\$ 12,283.33	WO 19-11 WRF Nutrient Recovery & Biosolids Facilities
11/25/2019	828655	HDR, Inc.	Wastewater	\$ 2,663.22	WO 19-21 WRF Influent Lift Station; 1200229024 Pmt 5
11/25/2019	828655	HDR, Inc.	Wastewater	\$ 103,411.66	WO 14-11 WWTP Nutrient Upgrade Expansion &
11/25/2019	828657	I-State Truck, Inc.	Water	\$ 84.27	C251276799.01
11/25/2019	828657	I-State Truck, Inc.	Street/Traffic Oper	\$ 14.23	C251276984.01
11/25/2019	828657	I-State Truck, Inc.	Solid Waste	\$ 12.79	C251275898.01
11/25/2019	828657	I-State Truck, Inc.	Solid Waste	\$ 27.10	C251276587.01
11/25/2019	828657	I-State Truck, Inc.	Solid Waste	\$ 1,311.76	C251276724.01
11/25/2019	828657	I-State Truck, Inc.	Solid Waste	\$ 35.89	C251276972.01
11/25/2019	828657	I-State Truck, Inc.	Street/Traffic Oper	\$ 1,156.34	C251276418.01
11/25/2019	828657	I-State Truck, Inc.	Street/Traffic Oper	\$ 27.13	C251276583.01
11/25/2019	828657	I-State Truck, Inc.	Street/Traffic Oper	\$ 268.02	C251276579.01
11/25/2019	828657	I-State Truck, Inc.	Solid Waste	\$ (172.50)	C251277026.01
11/25/2019	828657	I-State Truck, Inc.	Street/Traffic Oper	\$ 108.34	C251277195.01
11/25/2019	828657	I-State Truck, Inc.	Street/Traffic Oper	\$ 1,076.47	R251069835.01
11/25/2019	828657	I-State Truck, Inc.	Street/Traffic Oper	\$ 18.63	C251276579.01
11/25/2019	828657	I-State Truck, Inc.	Solid Waste	\$ 151.72	C251276790.01
11/25/2019	828657	I-State Truck, Inc.	Solid Waste	\$ 151.72	C251276790.02
11/25/2019	828657	I-State Truck, Inc.	Street/Traffic Oper	\$ 289.96	C251276583.01
11/25/2019	828657	I-State Truck, Inc.	Fleet	\$ 56.92	C251277062.01 PO NUM 309327
11/25/2019	828658	laff	Sidewalk Debt Svc	\$ 4,936.23	Payroll Summary
11/25/2019	828664	J & J Concrete Inc.	Storm Sewer	\$ 25,395.28	WO 19-27 Small Concrete Repair; Pmt 2
11/25/2019	828672	Journal Technologies Inc	General	\$ 18,708.00	07.15.19 Annual Support Renewal
11/25/2019	828677	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 189.65	inv#654888
11/25/2019	828677	Knife River (JTL Group Inc.)	Airport	\$ 59,641.80	Commercial Concrete Apron Project - Local Share
11/25/2019	828677	Knife River (JTL Group Inc.)	Airport	\$ 536,776.20	Commercial Concrete Apron Project - Federal Share
11/25/2019	828677	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 377.35	inv#655411
11/25/2019	828677	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 419.85	inv#655077
11/25/2019	828677	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 54.54	inv#655446
11/25/2019	828677	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 66.15	inv#655015
11/25/2019	828677	Knife River (JTL Group Inc.)	Street/Traffic Oper	\$ 135.45	inv#654897
11/25/2019	828678	Kois Brothers Equipment Co	Solid Waste	\$ 331.85	117831
11/25/2019	828678	Kois Brothers Equipment Co	Solid Waste	\$ 20.51	117814
11/25/2019	828678	Kois Brothers Equipment Co	Solid Waste	\$ 3,795.34	117841
11/25/2019	828678	Kois Brothers Equipment Co	Street/Traffic Oper	\$ 900.00	117940
11/25/2019	828678	Kois Brothers Equipment Co	Solid Waste	\$ 33.74	117814
11/25/2019	828678	Kois Brothers Equipment Co	Solid Waste	\$ 1,079.12	117648
11/25/2019	828678	Kois Brothers Equipment Co	Street/Traffic Oper	\$ 11.99	117647
11/25/2019	828678	Kois Brothers Equipment Co	Solid Waste	\$ 142.00	117648
11/25/2019	828678	Kois Brothers Equipment Co	Street/Traffic Oper	\$ 23.33	117647
11/25/2019	828678	Kois Brothers Equipment Co	Fleet	\$ 23.94	117831 PO NUM 309041

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11/25/2019	828678	Kois Brothers Equipment Co	Fleet	\$ 614.40	117951 PO NUM 309041
11/25/2019	828678	Kois Brothers Equipment Co	Fleet	\$ 372.24	117841 PO NUM 309041
11/25/2019	828678	Kois Brothers Equipment Co	Fleet	\$ 328.40	117814 PO NUM 309041
11/25/2019	828678	Kois Brothers Equipment Co	Fleet	\$ 316.64	117648 PO NUM 309041
11/25/2019	828680	Kone Inc	Airport	\$ 63.00	Invoice #959390406. Elevator/Escalator Maintenance
11/25/2019	828680	Kone Inc	Airport	\$ 25.00	Invoice #959313146. Elevator/Escalator Maintenance
11/25/2019	828680	Kone Inc	Airport	\$ 1,559.00	Invoice #959313146. Elevator/Escalator Maintenance
11/25/2019	828680	Kone Inc	Airport	\$ 63.00	Invoice #959313146. Elevator/Escalator Maintenance
11/25/2019	828680	Kone Inc	Airport	\$ 25.00	Invoice #959390406. Elevator/Escalator Maintenance
11/25/2019	828680	Kone Inc	Airport	\$ 1,559.00	Invoice #959390406. Elevator/Escalator Maintenance
11/25/2019	828688	Mailing Technical Services	General	\$ 714.42	Human Resources - special inserts only
11/25/2019	828688	Mailing Technical Services	Central Services	\$ 5,629.25	Postage Fund (weekly bills)
11/25/2019	828689	Marketing Specialties Inc	Fleet	\$ 321.36	top seal adaptor
11/25/2019	828689	Marketing Specialties Inc	Fleet	\$ 2,528.00	Labor to install liners
11/25/2019	828689	Marketing Specialties Inc	Fleet	\$ 100.00	UST permit
11/25/2019	828689	Marketing Specialties Inc	Fleet	\$ 1,820.00	Spill container liner
11/25/2019	828689	Marketing Specialties Inc	Fleet	\$ 193.20	top seal cap
11/25/2019	828695	Midland West Manufacturing Co	Solid Waste	\$ 3,210.00	17319
11/25/2019	828699	Montana CSED	Sidewalk Debt Svc	\$ 3,008.12	Payroll Summary
11/25/2019	828700	Montana Dakota Utilities Co	Water	\$ 33.51	373 580 1000 9
11/25/2019	828700	Montana Dakota Utilities Co	General	\$ 101.78	501 473 1000 2
11/25/2019	828700	Montana Dakota Utilities Co	Wastewater	\$ 32.92	713 064 3190 0
11/25/2019	828700	Montana Dakota Utilities Co	Airport	\$ 948.12	706 580 1000 7
11/25/2019	828700	Montana Dakota Utilities Co	Wastewater	\$ 34.55	596 733 1000 5
11/25/2019	828700	Montana Dakota Utilities Co	Airport	\$ 1,420.93	285 580 1000 6
11/25/2019	828700	Montana Dakota Utilities Co	Water	\$ 34.55	921 580 1000 6
11/25/2019	828700	Montana Dakota Utilities Co	Airport	\$ 6,014.27	595 580 1000 1
11/25/2019	828700	Montana Dakota Utilities Co	Water	\$ 60.48	541 380 1000 1
11/25/2019	828700	Montana Dakota Utilities Co	Wastewater	\$ 35.68	843 879 2205 1
11/25/2019	828700	Montana Dakota Utilities Co	Water	\$ 33.50	373 580 1000 9
11/25/2019	828700	Montana Dakota Utilities Co	Airport	\$ 1,351.91	889 373 1000 6. Car Wash. November 2019
11/25/2019	828700	Montana Dakota Utilities Co	Airport	\$ 556.82	129 573 1000 1. Mud Wash. November 2019
11/25/2019	828700	Montana Dakota Utilities Co	Airport	\$ 146.89	229 573 1000 0. Detail Bay 1 Hertz. November 2019
11/25/2019	828700	Montana Dakota Utilities Co	Airport	\$ 216.46	283 116 0655 3. IP-12 Alpine. November 2019
11/25/2019	828700	Montana Dakota Utilities Co	Airport	\$ 82.21	329 573 1000 9. Detail Bay 3 Enterprise. November 2019
11/25/2019	828700	Montana Dakota Utilities Co	Airport	\$ 39.29	529 573 1000 7. Detail Bay 5 Thrifty/Dollar. November
11/25/2019	828700	Montana Dakota Utilities Co	Airport	\$ 120.27	429 573 1000 8. Detail Bay 4 Avis/Budget. November
11/25/2019	828700	Montana Dakota Utilities Co	Airport	\$ 124.61	160 723 3573 6. USDA. November 2019
11/25/2019	828700	Montana Dakota Utilities Co	Airport	\$ 140.37	629 573 1000 6. Detail Bay 2 National/Alamo. November
11/25/2019	828700	Montana Dakota Utilities Co	Airport	\$ 115.37	295 580 1000 4. Aero Interiors. November 2019
11/25/2019	828700	Montana Dakota Utilities Co	Airport	\$ 270.25	185 580 1000 7. TSA. November 2019

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11/25/2019	828706	Montana State Fireman's Assoc	Sidewalk Debt Svc	\$ 4,254.96	Payroll Summary
11/25/2019	828707	Morrison Maierle Inc	Water	\$ 22,277.86	WO1815 Voelker Pump Station Improvements; 195465
11/25/2019	828707	Morrison Maierle Inc	Airport	\$ 24,584.84	Reconstruction of Commercial Aircraft Concrete Ramps -
11/25/2019	828707	Morrison Maierle Inc	Airport	\$ 24,642.36	Reconstruction of Commercial Aircraft Concrete Ramps -
11/25/2019	828707	Morrison Maierle Inc	Airport	\$ 2,738.04	Reconstruction of Commercial Aircraft Concrete Ramps -
11/25/2019	828707	Morrison Maierle Inc	Airport	\$ 2,731.65	Reconstruction of Commercial Aircraft Concrete Ramps -
11/25/2019	828709	Moulton Bellingham PC	General	\$ 1,935.00	Inv.#132374 County Water District Heights
11/25/2019	828709	Moulton Bellingham PC	General	\$ 4,240.00	Inv.#132496 Abromeit et al v. COB
11/25/2019	828709	Moulton Bellingham PC	General	\$ 5,178.50	Inv.#132280 Good Stuff Zoning Violations
11/25/2019	828709	Moulton Bellingham PC	General	\$ 10,496.64	Inv.#132373 Houser WWFF
11/25/2019	828710	MPPA Montana Police Protective	Sidewalk Debt Svc	\$ 3,503.60	Payroll Summary
11/25/2019	828712	MT Waterworks	Water	\$ 900.00	TYLER #6 VALVE BOX BASE (TY381525) P/N:
11/25/2019	828712	MT Waterworks	Water	\$ 227.19	8" HYMAX COUPLING - 8.54-9.84 (20000984260) P/N:
11/25/2019	828712	MT Waterworks	Water	\$ 3,181.65	16" HYMAX COUPLING - 17.10-19. P/N: 86056043416P
11/25/2019	828712	MT Waterworks	Water	\$ 129.59	4" X 15" CI-FC REPAIR CLAMP - F1-514 X 15-SH P/N:
11/25/2019	828712	MT Waterworks	Water	\$ 220.09	8" X 20" CI-FC REPAIR CLAMP - F1-939 X20-SH P/N:
11/25/2019	828712	MT Waterworks	Water	\$ 1,359.60	6" X 15" C1 FC REPAIR CLAMP - F1-724 X 15 SH P/N:
11/25/2019	828714	Municipal Emergency Services Inc	Public Safety	\$ 5,720.99	MES 8/26/19 Invoice IN1371171, point blank dark navy
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 423.81	7225737; PVC PIP, BUSHING, COUPLING
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 308.00	7219094; MENS ROOM
11/25/2019	828719	Northwest Pipe Fittings	Street/Traffic Oper	\$ 550.75	inv#7230658
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 766.97	7216817; HEATER FOR #1 LSPS
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 552.84	8" BELL JOINT CLAMP 9.05-9. 30 # SMITH BLAIR (274-
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 241.58	7216256; WTP CHEMICAL BUILDING CL2 FEED ROOM
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 6.20	3"FULL FACE FLANGE GASKETS #150 0723210
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 9.28	7226062; STAPLES C/2 SYSTEM
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 248.68	7216707; WTP CHEMICAL BUILDING
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 28.20	5/8" X 3/4" STRAINER T-10 2011 STYLE (9399-006)
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 637.50	5/8" X 3/4" CHAMBER 2011 STYLE (9400-900) 2032554
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 4,092.16	7211848-2; TOP SECTION OF HYDRANT METER
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 680.00	7222258; THOMAS PUMP # 2 & 3
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 39.33	7207553-2; SEAL PIN FOR METER REGISTERS
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 47.44	7214588; HIGH SERVICE CL2
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 447.75	3/4" T-10 MEASURING CHAMBER (9826-000)
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 18,564.00	3/4" E-CODER WALL CU/FT METER W/RECPT
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 33.00	3/4" T-10 BOTTOM CAP GASKET (8340-034)
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 15.75	3/4" T-10 STRAINERS - (9831-001)
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 225.71	7208580; IRONWOOD RELIEF VALVE REBUILD KIT
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 34.85	7218206; BOLT PACK FOR 12" FLANGE
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 54.30	3/4" T-10 BOTTOM CAP LINER P/N: 2032948
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 64.12	2-1/2" X 1-1/2" BLACK BUSHING P/N: 0201276

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11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 5,880.00	7211848; REGISTERS TO READ METERS
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 1,785.63	7211848-1; PARTS FOR HYDRANT METERS, METER
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 13,745.00	5/8" E-CODER WALL CU.FT. - METER W/RECPT
11/25/2019	828719	Northwest Pipe Fittings	Wastewater	\$ 188.54	72188888; WASTING PUMP BLEEDER LINES
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 13,745.00	5/8 X 3/4 E-CODER WALL CU/FT METER L/RECEP
11/25/2019	828719	Northwest Pipe Fittings	Street/Traffic Oper	\$ 202.74	7229523
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 15.40	5/8" CHAMBER O-RINGS 2011 STYLE (9386-004)
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 99.87	7218323; FLANGE BOLTS
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 39.84	DEBURRING TOOLS - (4306100)
11/25/2019	828719	Northwest Pipe Fittings	Street/Traffic Oper	\$ 107.34	7229688
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 28.20	5/8 X 3/4 LINER GASKET - 2011 STYLE 8340-072 (8340-
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 10.04	UNIONS 1/2" T X T - PVC SCH-80
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 31.08	7225950; PVC COUPLING
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 27.48	2-1/2" X 1-1/2" BLACK BUSHING P/N: 0201276
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 39.36	2" PVC SCH 80 S X S 45 DEGREE P/N: 0861068
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 12.50	COUPLING 3/4" PVC SCH40 - SXS P/N: 0843862
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 10.04	UNIONS 1/2" T X T - PVC SCH-80
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 43.20	COUPLING 3/4" PVC COMPRESSION P/N: 0800004
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 153.28	2" SCH 80 S X S UNION P/N: 0863100
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 16,660.00	R-900 ENHANCED WALL RR - MIU P/N: 2030905
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 163.88	7225942; PVC PIPE
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 353.70	7200379; DUAL CHECK REPAIR KIT
11/25/2019	828719	Northwest Pipe Fittings	Water	\$ 447.75	3/4" T-10 MEASURING CHAMBER (9826-000)
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 97.67	SILMD 18 Acct# 0712554-5
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 497.21	SILMD 95 Acct# 0712556-0
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 2,056.25	SILMD 100 Acct# 0712559-4
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 4,417.64	SILMD 109 Acct# 0712561-0
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 201.27	SILMD 113 Acct# 0712562-8
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 587.14	SILMD 143 Acct# 0712588-3
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 328.59	SILMD 175 Acct# 0712614-7
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 305.10	SILMD 192 Acct# 0712630-3
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 90.13	SILMD 200 Acct# 0712637-8
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 20.29	SILMD 203 Acct# 0712640-2
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 417.15	SILMD 204 Acct# 0712641-0
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 30.44	SILMD 213 Acct# 0712650-1
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 383.74	SILMD 217 Acct# 0712653-5
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 195.71	SILMD 126 Acct# 0712575-0
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 704.08	SILMD 127 Acct# 0712576-8
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 866.73	SILMD 131 Acct# 0712580-0
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 754.92	SILMD 138 Acct# 0712586-7
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 586.75	SILMD 182 Acct# 0712620-4

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11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 674.77	SILMD 186 Acct# 0712624-6
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 418.92	SILMD 191 Acct# 0712629-5
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 50.75	SILMD 211 Acct# 0712648-5
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 659.91	SILMD 227 Acct# 0712661-8
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 587.14	SILMD 231 Acct# 0712665-9
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 585.53	SILMD 241 Acct# 0712675-8
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 1,761.46	SILMD 107 Acct# 0712560-2
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 475.32	SILMD 136 Acct# 0712584-2
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 439.99	SILMD 147 Acct# 0712592-5
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 894.70	SILMD 165 Acct# 0712608-9
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 1,705.53	SILMD 181 Acct# 0712619-6
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 275.21	SILMD 220 Acct# 0712654-3
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 80.19	SILMD 222 Acct# 0712656-8
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 2,258.75	SILMD 14 Acct# 0721277-2
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 492.85	SILMD 128 Acct# 0712577-6
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 751.02	SILMD 150 Acct# 0712594-1
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 810.83	SILMD 158 Acct# 0712601-4
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 257.29	SILMD 208 Acct# 0712645-1
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 2,657.34	SILMD 258 Acct# 0720606-3
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 1,449.00	SILMD 259 Acct# 0720810-1
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 224.92	SILMD 278 Acct# 1087619-1
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 414.85	SILMD 300 Acct# 1662840-6
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 1,363.39	SILMD 99 Acct# 0712558-6
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 11,781.39	SILMD 97 Acct# 0712557-8
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 122.49	SILMD 119 Acct# 0712568-5
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 46.61	SILMD 162 Acct# 0712605-5
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 1,173.48	SILMD 173 Acct# 0712612-1
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 352.05	SILMD 180 Acct# 0712618-8
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 382.04	SILMD 8 Acct# 0712544-6
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 950.63	SILMD 114 Acct# 0712563-6
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 587.14	SILMD 116 Acct# 0712565-1
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 978.59	SILMD 124 Acct# 0712573-5
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 221.90	SILMD 133 Acct# 0712581-8
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 469.41	SILMD 145 Acct# 0712590-9
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 177.57	SILMD 236 Acct# 0712670-9
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 223.68	SILMD 115 Acct# 0712564-4
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 512.09	SILMD 134 Acct# 0712582-6
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 967.32	SILMD 159 Acct# 0712602-2
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 335.53	SILMD 123 Acct# 0712572-7
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 119.48	SILMD 130 Acct# 0712579-2
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 251.64	SILMD 139 Acct# 0712587-5

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11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 503.29	SILMD 155 Acct# 0712599-0
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 563.27	SILMD 171 Acct# 0712610-5
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 378.86	SILMD 214 Acct# 0712651-9
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 367.11	SILMD 265 Acct# 0721556-9
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 506.58	SILMD 276 Acct# 0961926-3
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 864.01	SILMD 277 Acct# 1058710-3
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 111.84	SILMD 295 Acct# 1481536-9
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 1,243.90	SILMD 296 Acct# 1481537-7
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 336.05	SILMD 324 Acct# 1246537-3
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 391.45	SILMD 125 Acct# 0712574-3
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 369.06	SILMD 137 Acct# 0712585-9
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 93.88	SILMD 239 Acct# 0712673-3
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 213.09	SILMD 250 Acct# 0719001-0
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 3,125.97	SILMD 262 Acct# 0720937-2
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 1,027.78	SILMD 263 Acct# 0720716-0
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 469.41	SILMD 294 Acct# 1481535-1
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 187.76	SILMD 298 Acct# 1481540-1
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 297.93	SILMD 312 Acct# 3146127-0
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 74.01	SILMD 245 Acct# 0712678-2
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 1,833.63	SILMD 253 Acct# 0719644-7
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 477.01	SILMD 283 Acct# 1172743-5
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 279.72	SILMD 302 Acct# 1607534-3
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 274.80	SILMD 308 Acct# 2072459-7
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 224.88	SILMD 310 Acct# 2060519-2
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 643.05	SILMD 151 Acct# 0712595-8
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 295.95	SILMD 194 Acct# 0712632-9
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 627.88	SILMD 202 Acct# 0712639-4
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 426.17	SILMD 240 Acct# 0712674-1
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 2,747.77	SILMD 248 Acct# 0712681-6
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 3,917.23	SILMD 251 Acct# 0718801-4
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 188.16	SILMD 255 Acct# 0720813-5
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 1,134.80	SILMD 10 Acct# 0712546-1
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 4,633.55	SILMD 13 Acct# 0721276-4
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 27.93	SILMD 144 Acct# 0712589-1
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 1,130.17	SILMD 154 Acct# 0712598-2
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 915.32	SILMD 157 Acct# 0712600-6
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 234.69	SILMD 167 Acct# 0712609-7
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 512.08	SILMD 172 Acct# 0712611-3
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 751.02	SILMD 193 Acct# 0712631-1
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 2,544.33	SILMD 232 Acct# 0712666-7
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 121.73	SILMD 223 Acct# 0712657-6

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11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 326.16	SILMD 226 Acct# 0712660-0
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 559.21	SILMD 252 Acct# 0719162-0
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 503.29	SILMD 261 Acct# 0720705-3
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 330.04	SILMD 285 Acct# 1206985-2
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 100.45	SILMD 317 Acct# 3253826-6
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 58.76	SILMD 320 Acct# 0712569-3
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 355.27	SILMD 9 Acct# 0712545-3
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 1,149.12	SILMD 17 Acct# 0712553-7
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 3,187.78	SILMD 117 Acct# 0712566-9
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 375.52	SILMD 164 Acct# 0712607-1
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 258.16	SILMD 178 Acct# 0712616-2
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 1,173.49	SILMD 183 Acct# 0712621-2
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 375.52	SILMD 184 Acct# 0712622-0
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 6.66	SILMD 221 Acct# 0712655-0
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 1,422.78	SILMD 224 Acct# 0712658-4
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 810.83	SILMD 228 Acct# 0712662-6
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 419.40	SILMD 229 Acct# 0712663-4
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 558.08	SILMD 235 Acct# 0712669-1
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 111.84	SILMD 244 Acct# 0712677-4
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 160.35	SILMD 254 Acct# 0719763-5
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 91.30	SILMD 210 Acct# 0712647-7
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 978.59	SILMD 230 Acct# 0712664-2
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 207.04	SILMD 273 Acct# 0926386-4
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 140.83	SILMD 185 Acct# 0712623-8
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 234.69	SILMD 187 Acct# 0712625-3
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 281.65	SILMD 188 Acct# 0712626-1
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 117.36	SILMD 198 Acct# 0712636-0
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 492.85	SILMD 201 Acct# 0712638-6
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 26.64	SILMD 205 Acct# 0712642-8
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 83.89	SILMD 242 Acct# 0712676-6
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 466.43	SILMD 270 Acct# 0906944-4
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 247.45	SILMD 286 Acct# 1296582-8
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 143.59	SILMD 290 Acct# 1433921-2
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 5,555.70	SILMD 301 Acct# 1687005-7
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 200.90	SILMD 306 Acct# 1740353-6
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 301.97	SILMD 311 Acct# 3014475-2
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 443.24	SILMD 315 Acct# 3305804-1
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 86.77	SILMD 322 Acct# 3402033-9
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 949.50	SILMD 257 Acct# 0720360-7
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 2,871.15	SILMD 272 Acct# 0905005-5
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 1,056.13	SILMD 161 Acct# 0712604-8

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11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 737.81	SILMD 163 Acct# 0712606-3
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 516.34	SILMD 179 Acct# 0712617-0
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 328.59	SILMD 206 Acct# 0712643-6
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 375.52	SILMD 207 Acct# 0712644-4
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 140.83	SILMD 216 Acct# 0712652-7
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 398.62	SILMD 225 Acct# 0712659-2
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 893.90	SILMD 233 Acct# 0712667-5
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 1,005.09	SILMD 247 Acct# 0712680-8
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 174.93	SILMD 264 Acct# 0721427-3
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 234.69	SILMD 293 Acct# 1481534-4
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 258.04	SILMD 325 Acct# 3587598-8
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 2,516.39	SILMD 121 Acct# 0712570-1
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 187.76	SILMD 122 Acct# 0712571-9
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 335.53	SILMD 129 Acct# 0712578-4
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 363.47	SILMD 146 Acct# 0712591-7
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 1,532.38	SILMD 149 Acct# 0712593-3
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 399.00	SILMD 237 Acct# 0712671-7
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 2,768.01	SILMD 249 Acct# 0718734-7
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 51.87	SILMD 266 Acct# 0721684-9
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 964.61	SILMD 271 Acct# 0995095-7
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 59.77	SILMD 279 Acct# 1124127-0
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 755.33	SILMD 280 Acct# 1045653-1
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 1,883.42	SILMD 288 Acct# 1303978-9
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 13.31	SILMD 238 Acct# 0712672-5
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 335.53	SILMD 246 Acct# 0712679-0
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 237.38	SILMD 289 Acct# 1685375-6
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 211.23	SILMD 297 Acct# 1481539-3
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 3,083.54	SILMD 307 Acct# 2049005-8
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 4,283.25	SILMD 152 Acct# 0712596-6
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 726.94	SILMD 160 Acct# 0712603-0
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 985.73	SILMD 174 Acct# 0712613-9
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 234.69	SILMD 189 Acct# 0712627-9
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 1,173.61	SILMD 190 Acct# 0712628-7
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 539.78	SILMD 209 Acct# 0712646-9
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 50.75	SILMD 212 Acct# 0712649-3
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 498.85	SILMD 234 Acct# 0712668-3
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 615.12	SILMD 292 Acct# 1481532-8
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 964.51	SILMD 305 Acct# 1695873-8
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 721.96	SILMD 323 Acct# 3597170-4
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 374.35	SILMD 309 Acct# 2001311-6
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 1,229.61	SILMD 316 Acct# 3291842-7

Check Date	Check Number	Name	Fund Name	Amount	Description
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 826.30	SILMD 318 Acct# 3372018-6
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 452.23	SILMD 321 Acct# 3338917-2
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 202.17	SILMD 118 Acct# 0712567-7
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 516.34	SILMD 135 Acct# 0712583-4
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 539.78	SILMD 153 Acct# 0712597-4
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 33.31	SILMD 176 Acct# 0712615-4
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 236.78	SILMD 195 Acct# 0712633-7
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 76.09	SILMD 196 Acct# 0712634-5
11/25/2019	828720	NorthWestern Energy	Light Maintenance	\$ 76.09	SILMD 197 Acct# 0712635-2
11/25/2019	828720	NorthWestern Energy	Street/Traffic Oper	\$ 12,280.10	Signal Bills
11/25/2019	828721	NorthWestern Energy	Wastewater	\$ 326.48	17456893-2 NOV 2019; MONTHLY SERVICE FEES
11/25/2019	828721	NorthWestern Energy	Airport	\$ 145.09	1647695-4. De lcer. November 2019
11/25/2019	828721	NorthWestern Energy	General	\$ 168.49	0722933-9
11/25/2019	828721	NorthWestern Energy	General	\$ 63.80	0723058-4
11/25/2019	828721	NorthWestern Energy	General	\$ 6.10	0722237-5
11/25/2019	828721	NorthWestern Energy	General	\$ 13.69	0722292-0
11/25/2019	828721	NorthWestern Energy	Street/Traffic Oper	\$ 6.10	0723644-1
11/25/2019	828721	NorthWestern Energy	General	\$ 343.89	0925496-2
11/25/2019	828721	NorthWestern Energy	Facilities Mngmt	\$ 502.03	0975808-7
11/25/2019	828721	NorthWestern Energy	General	\$ 6.10	0722247-4
11/25/2019	828721	NorthWestern Energy	General	\$ 106.67	0722255-7
11/25/2019	828721	NorthWestern Energy	General	\$ 92.66	0722287-0
11/25/2019	828721	NorthWestern Energy	General	\$ 34.59	0722293-8
11/25/2019	828721	NorthWestern Energy	General	\$ 58.56	0723056-8
11/25/2019	828721	NorthWestern Energy	Street/Traffic Oper	\$ 6.10	0723645-8
11/25/2019	828721	NorthWestern Energy	Water	\$ 2,737.95	0100606-3
11/25/2019	828721	NorthWestern Energy	Water	\$ 2,174.92	0722264-9
11/25/2019	828721	NorthWestern Energy	Water	\$ 583.46	1116452-2
11/25/2019	828721	NorthWestern Energy	General	\$ 29.92	0720818-4
11/25/2019	828721	NorthWestern Energy	General	\$ 9.11	0722905-7
11/25/2019	828721	NorthWestern Energy	General	\$ 279.41	0723037-8
11/25/2019	828721	NorthWestern Energy	Public Safety	\$ 775.92	0871546-8
11/25/2019	828721	NorthWestern Energy	General	\$ 49.33	0712387-0
11/25/2019	828721	NorthWestern Energy	Radio	\$ 167.51	0721580-9
11/25/2019	828721	NorthWestern Energy	General	\$ 115.58	0722266-4
11/25/2019	828721	NorthWestern Energy	General	\$ 58.74	0722269-8
11/25/2019	828721	NorthWestern Energy	General	\$ 7.67	0723036-0
11/25/2019	828721	NorthWestern Energy	Water	\$ 5,145.98	0723040-2
11/25/2019	828721	NorthWestern Energy	General	\$ 103.15	0789437-1
11/25/2019	828721	NorthWestern Energy	Street/Traffic Oper	\$ 0.47	1748896-6
11/25/2019	828721	NorthWestern Energy	General	\$ 6.10	0723055-0

Check Date	Check Number	Name	Fund Name	Amount	Description
11/25/2019	828721	NorthWestern Energy	General	\$ 8.07	0723057-6
11/25/2019	828721	NorthWestern Energy	Street/Traffic Oper	\$ 0.25	1740357-7
11/25/2019	828721	NorthWestern Energy	General	\$ 527.86	0723045-1
11/25/2019	828721	NorthWestern Energy	General	\$ 6.10	0723162-4
11/25/2019	828721	NorthWestern Energy	General	\$ 22.54	1836666-6
11/25/2019	828721	NorthWestern Energy	Water	\$ 5,673.70	0100540-4
11/25/2019	828721	NorthWestern Energy	Water	\$ 8.19	0723059-2
11/25/2019	828721	NorthWestern Energy	Facilities Mngmt	\$ 2,781.97	1269391-7
11/25/2019	828721	NorthWestern Energy	Solid Waste	\$ 2,529.88	3252194-0
11/25/2019	828721	NorthWestern Energy	Wastewater	\$ 912.64	0100606-3
11/25/2019	828721	NorthWestern Energy	General	\$ 187.92	0712536-2
11/25/2019	828721	NorthWestern Energy	General	\$ 467.62	0720821-8
11/25/2019	828721	NorthWestern Energy	Public Safety	\$ 2,154.13	3448739-7
11/25/2019	828721	NorthWestern Energy	Water	\$ 69,361.11	0100606-3
11/25/2019	828721	NorthWestern Energy	General	\$ 194.30	0723035-2
11/25/2019	828721	NorthWestern Energy	General	\$ 39.36	0723042-8
11/25/2019	828721	NorthWestern Energy	Facilities Mngmt	\$ 688.98	1160802-3
11/25/2019	828721	NorthWestern Energy	Facilities Mngmt	\$ 1,820.31	1160804-9
11/25/2019	828721	NorthWestern Energy	Water	\$ 932.38	0100485-2
11/25/2019	828721	NorthWestern Energy	General	\$ 50.35	monthly electrical charges for tennis courts at Pioneer
11/25/2019	828721	NorthWestern Energy	Airport	\$ 918.85	0712800-2. IP-9. November 2019
11/25/2019	828721	NorthWestern Energy	Airport	\$ 421.33	0712809-3. IP-11/12. November 2019
11/25/2019	828721	NorthWestern Energy	Airport	\$ 513.09	0712792-1. IP-7. November 2019
11/25/2019	828726	Performance Engineering &	Solid Waste	\$ 2,506.75	WO 20-05 Landfill Main Access Rd Pavement Distress
11/25/2019	828729	Precision Concrete Cutting	Storm Sewer	\$ 2,533.68	WO 19-26 Small Concrete Repair; Pmt 3
11/25/2019	828737	Sanderson Stewart	Water	\$ 22,916.00	WO 19-01 Water/Sewer Replacement Project; 47101 Pmt
11/25/2019	828739	Schutz Foss Architects	Facilities Mngmt	\$ -	Amendment #1 Topographics Survey/Soil Geotech
11/25/2019	828739	Schutz Foss Architects	Facilities Mngmt	\$ 10,873.60	Police Evidence Expansion Final Design Services - Phase
11/25/2019	828739	Schutz Foss Architects	Facilities Mngmt	\$ 261.90	Reimbursable Expenses
11/25/2019	828741	Simply Family Magazine Inc	General	\$ 2,600.00	Simply Family Magazine brochure insert for winter
11/25/2019	828747	Sundown Security	Airport	\$ 2,964.66	Invoice #52373. Skycap Services 11/8-11/14/19
11/25/2019	828747	Sundown Security	Airport	\$ 2,604.28	Invoice #52368. Skycap Services 11/01/19-11/07/19
11/25/2019	828753	Thomas Appraisal Services Inc	Water	\$ 4,750.00	Appraisal for additional land for pump station for West End
11/25/2019	828754	Tire-Rama	Solid Waste	\$ 89.95	Alignment for unit 0036 1050329584
11/25/2019	828754	Tire-Rama	Public Safety	\$ 1,168.56	1050329261
11/25/2019	828754	Tire-Rama	Solid Waste	\$ 2,331.50	Recapped tires for the garbage trucks 1050330382
11/25/2019	828754	Tire-Rama	Solid Waste	\$ 4,516.50	Recapped tires for the garbage trucks 1050329303
11/25/2019	828754	Tire-Rama	Solid Waste	\$ 996.32	Tires for the landfill 1050329320
11/25/2019	828754	Tire-Rama	Solid Waste	\$ 4,301.50	Recapped tires for the garbage trucks 1050330065
11/25/2019	828754	Tire-Rama	Solid Waste	\$ 3,957.00	Recapped tires for the garbage trucks 1050329304
11/25/2019	828754	Tire-Rama	Solid Waste	\$ 2,468.50	Recapped tires for the garbage trucks 1050330066

Check Date	Check Number	Name	Fund Name	Amount	Description
11/25/2019	828755	TNT Springs Inc	Solid Waste	\$ 334.66	188438
11/25/2019	828755	TNT Springs Inc	Street/Traffic Oper	\$ 1,346.64	188537
11/25/2019	828755	TNT Springs Inc	Solid Waste	\$ 315.80	188922
11/25/2019	828755	TNT Springs Inc	Water	\$ 108.46	188667
11/25/2019	828755	TNT Springs Inc	Street/Traffic Oper	\$ 108.46	188667
11/25/2019	828755	TNT Springs Inc	Solid Waste	\$ 334.66	188651
11/25/2019	828757	Town & Country Supply Association	Airport	\$ 9,927.90	Invoice #403561. Dyed Diesel for Operations
11/25/2019	828757	Town & Country Supply Association	Water	\$ 17,457.48	WATER PARTS AND SUPPLIES PO NUM 309255
11/25/2019	828757	Town & Country Supply Association	Fleet	\$ 12,368.51	PO number 309319
11/25/2019	828757	Town & Country Supply Association	Fleet	\$ 9,197.50	PO Number 309319
11/25/2019	828757	Town & Country Supply Association	Fleet	\$ 9,244.80	PO Number 309319
11/25/2019	828757	Town & Country Supply Association	Fleet	\$ 18,459.98	403734 PO NUM 309352
11/25/2019	828758	Tractor & Equipment Co.	Water	\$ 2,535.72	BLCS0717464
11/25/2019	828761	Two Rivers Terminal LLC	Airport	\$ 16,871.40	Invoice #4492328. Bulk Purchase 4000 Gallons of FAA
11/25/2019	828768	Verizon Wireless	Water	\$ 64.73	PW-DIS-COLL Cityworks 60/40
11/25/2019	828768	Verizon Wireless	Wastewater	\$ 43.15	PW-DIS-COLL Cityworks 60/40
11/25/2019	828768	Verizon Wireless	Engineering	\$ 134.85	PW-Engineering
11/25/2019	828768	Verizon Wireless	Street/Traffic Oper	\$ 161.82	PW-Streets City Works
11/25/2019	828768	Verizon Wireless	General	\$ 26.97	Code Enforcement 406.694.2069 Laptop
11/25/2019	828768	Verizon Wireless	Police Programs	\$ 413.18	CCSIU Cell/PTT
11/25/2019	828768	Verizon Wireless	Water	\$ 161.82	PWBLNP Comm-Meter CityWorks/Neptune
11/25/2019	828768	Verizon Wireless	Street/Traffic Oper	\$ 53.94	PW-Streets 406-647-1377 iPad, 406-633-1991 iPad
11/25/2019	828768	Verizon Wireless	Solid Waste	\$ 271.18	PW-SW-ON CALL Solid Waste On Call
11/25/2019	828768	Verizon Wireless	Public Safety	\$ 40.01	Police MiFi 406-633-0820 406-598-6294
11/25/2019	828768	Verizon Wireless	Water	\$ 26.97	PWBLKNP Water Treatment Brian Risser 406-696-4245
11/25/2019	828768	Verizon Wireless	Public Safety	\$ 80.02	Police iPad St John 406-690-5955 Police iPad Lawrence
11/25/2019	828768	Verizon Wireless	Parking	\$ 26.97	Parking 406-690-5822
11/25/2019	828768	Verizon Wireless	Water	\$ 26.97	PW Belknap Meter Shop
11/25/2019	828768	Verizon Wireless	Wastewater	\$ 177.23	PW-Distribution Collection Tablets 60/40
11/25/2019	828768	Verizon Wireless	Police Programs	\$ 80.02	CCSIU RAVEN
11/25/2019	828768	Verizon Wireless	Transit	\$ 308.27	MET AVL
11/25/2019	828768	Verizon Wireless	Public Safety	\$ (23.22)	Fire MDT
11/25/2019	828768	Verizon Wireless	Public Safety	\$ 575.97	MDT Toughbooks
11/25/2019	828768	Verizon Wireless	Airport	\$ 54.31	Airport
11/25/2019	828768	Verizon Wireless	Water	\$ 265.84	PW-Distribution Collection Tablets 60/40
11/25/2019	828768	Verizon Wireless	Solid Waste	\$ 429.30	Solid Waste Tablets -Routware
11/25/2019	828768	Verizon Wireless	Solid Waste	\$ 107.88	PW-Solid Waste
11/25/2019	828768	Verizon Wireless	Solid Waste	\$ 26.97	PW Dozer Trimble Dozer
11/25/2019	828768	Verizon Wireless	General	\$ 107.88	City Administrator 0100-13130-403450
11/25/2019	828768	Verizon Wireless	Library	\$ 26.97	LBRY OTRCH Library Outreach
11/25/2019	828768	Verizon Wireless	Police Programs	\$ 39.75	CCSIU MDT

Check Date	Check Number	Name	Fund Name	Amount	Description
11/25/2019	828773	Western Municipal Construction Inc	Water	\$ 703,256.01	WO 19-01 Schedule 3, Southside Triangle Water Line
11/25/2019	828776	World Book, Inc.	Library	\$ 3,283.00	Inv 1601471 Online database service
11/25/2019	828779	Yellowstone County Treasurer	General	\$ 97.50	Parks
11/25/2019	828779	Yellowstone County Treasurer	Water	\$ 1,177.28	PW/Eng/PUD
11/25/2019	828779	Yellowstone County Treasurer	Parks Maintenance	\$ 33.75	Parks
11/25/2019	828779	Yellowstone County Treasurer	CDBG	\$ 290.92	Community Development
11/25/2019	828779	Yellowstone County Treasurer	General	\$ 3,226.91	Finance
11/25/2019	828779	Yellowstone County Treasurer	Parks Maintenance	\$ 30.00	Parks
11/25/2019	828779	Yellowstone County Treasurer	Wastewater	\$ 20.00	PW/Eng/PUD
11/25/2019	828779	Yellowstone County Treasurer	Parking	\$ 61.70	Parking
11/25/2019	828779	Yellowstone County Treasurer	Parking	\$ 76.31	Parking
11/25/2019	828779	Yellowstone County Treasurer	Storm Sewer	\$ 38.45	PW/Eng/PUD
11/25/2019	828779	Yellowstone County Treasurer	Public Safety	\$ 68.67	Police
11/25/2019	828779	Yellowstone County Treasurer	Gas Tax	\$ 30.00	PW/Eng/PUD
11/25/2019	828780	Yellowstone Valley Animal Shelter	Public Safety	\$ 22,855.58	contract 9-22-19\10-21-19
11/25/2019	828782	Yellowstone Valley Rock Supply LLC	Park District 1	\$ 3,700.00	block rock for Riverside park
11/25/2019	828783	Zero In LLC	Police Programs	\$ 5,292.00	Zero In 11/12/19 invoice 141, 20 cases 308 WIN 168

**Regular City Council Meeting**

**Meeting Date:** 12/16/2019

**TITLE:** FY 2021 - 2025 Parks and Recreation Capital Improvement Plan

**PRESENTED BY:** Jennifer Duray

**Department:** Public Works

**Presentation:** Yes

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**PROBLEM/ISSUE STATEMENT**

The Capital Improvement Plan (CIP) is a financial tool that indicates the City Council's priorities for the physical assets of the City when the City departments prepare their budgets. The draft of the Fiscal Year (FY) 2021-2025 CIP was presented to the City Council at the November 18, 2019 work session. The CIP was again discussed at the December 2, 2019 work session. A public hearing was heard at the December 9, 2019 Council business meeting. Following the public hearing, City Council approved the FY 2021-2025 CIP, excluding the CIP for the Parks and Recreation Department.

During the December 2, 2019 work session, Council directed staff to delay the \$25 million South Billings Aquatic/Recreation Center project from FY 21 to FY 22. This modification was proposed at the December 9, 2019 Council meeting and is again a recommended modification to the Parks and Recreation Department's CIP. In consideration of Council's comments at the December 9, 2019 meeting, staff is proposing additional modifications to the Parks and Recreation Department's draft CIP. These modifications are based on revising two components of the revenue assumptions for Park District 1 (PD 1) assessments. The first, is to remove the \$400,000 recoupment of lost purchasing power due to keeping the PD 1 assessment amount at a stagnant amount since the inception of PD 1. This will reduce the PD 1 funding by \$2,000,000 for the five-year CIP. The following are the proposed projects to be modified to incorporate this change in the revenue assumption:

- Riverfront Park Road and Parking Lot Repairs
  - Move \$400,000 from FY 21 and \$400,000 from FY 22 to FY 25
- Swords Rimrock Park Road and Parking Lot Repairs
  - Move \$400,000 from FY 23 to FY 25
- South Park Pool Renovation
  - Split project into phases and reduce FY 25 amount by \$2 million.

The second proposed revision to the revenue assumptions for PD 1 is the elimination of the park development funding. This will reduce the PD 1 funding by \$3,999,000 over the five years. The park development projects that would be eliminated are:

- Coulson Park Development Phase 1 (\$333,000 in FY 21)
- Poly Vista Development (\$666,000 in FY 22, \$1 million in FY 23, and \$1 million in FY 24)
- Centennial Park Development Phase 2 (\$1 million in FY 25)

Staff is recommending annual inflationary adjustments to the PD 1 assessments beginning in FY 21 to maintain purchasing power going forward. In addition to this change, City Administration will be recommending moving the entire Parks and Recreation budget out of the General Fund

and into PD 1 beginning in the FY 21 budget. This shift will require an increase in the PD 1 assessment of \$3,500,000. The full cost of these changes is estimated to be \$74 per year on a home valued at \$200,000. This is an increase of approximately \$47 from the current annual amount. This proposed shift of the Parks and Recreation budget will not be considered as part of the CIP adoption, but merely specified for transparency.

The CIP is a funding plan and does not appropriate any budget authority. Both appropriations (legal authorizations to expend money) and revenue increases are accomplished through the budget process. Thus, if Parks and Recreation Department's FY 2021-2025 CIP is approved as recommended and any of these assumptions are not realized, affected projects will need to be delayed or eliminated. A copy of the CIP is on file in the City Clerk's Office and posted on the City's website. Council is being asked to consider final adoption of Parks and Recreation's FY 2021 to FY 2025 CIP.

## **ALTERNATIVES ANALYZED**

City Council may:

- Adopt the Parks and Recreation's CIP as presented; or,
- Take no action which will not allow the items in the Parks and Recreation's CIP to be included in the City's budget for FY 2021; or,
- Amend the Parks and Recreation's CIP to include any desired projects and changes, and adopt the CIP as amended; or,
- Defer action to a later Council meeting.

## **FINANCIAL IMPACT**

The FY 2021 budget for Parks and Recreation's proposed CIP would result in expenditures totaling \$2,589,978. The projects in the CIP are identified and proposed by staff. However, Council amendments and the availability of funds in FY 2021 and future years could affect the actual costs of the projects in the CIP.

## **RECOMMENDATION**

Staff recommends that Council approve Parks and Recreation Department's FY 2021 to FY 2025 CIP.

## **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Presentation

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# **CITY OF BILLINGS**

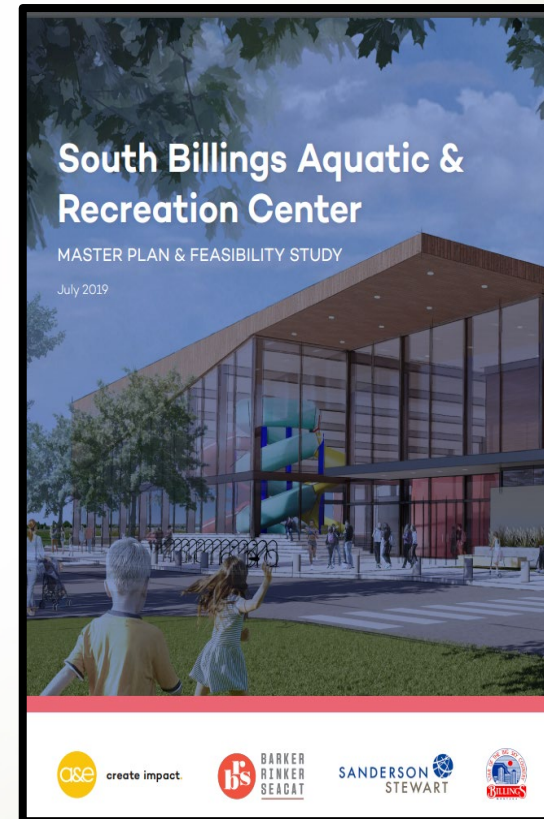
**Parks & Recreation Capital Improvement Plan  
FY 2021 – FY 2025**



# Modifications to the Draft CIP

## Modification Recommended at 12/9/19 Meeting

- South Billings Aquatic/Recreation Center
  - Delay \$25M project from FY 21 to FY 22





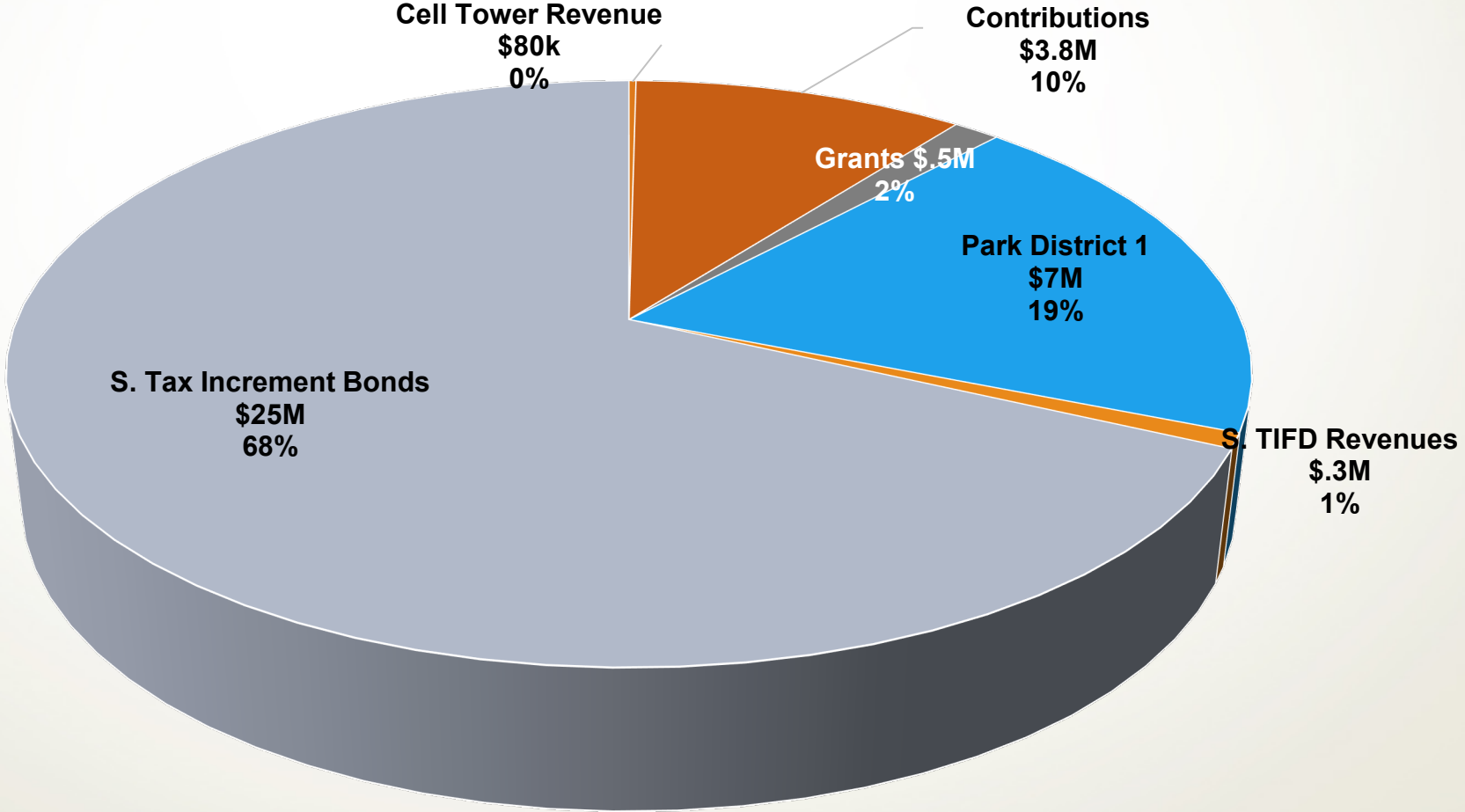
## Modifications to the Draft CIP

### **Additional Modifications Recommended – Total \$5,999,000 Decrease**

- Eliminate \$400,000 catch-up provision from revenue assumptions (\$2M decrease)
  - Riverfront Park Road and Parking Lot Repairs
    - Shift \$400,000 from FY 21 and \$400,000 from FY 22 to FY25
  - Swords Rimrock Park Road and Parking Lot Repairs
    - Shift \$400,000 from FY 23 to FY 25
  - South Park Pool Renovation
    - Split project into phases and reduce FY 25 by \$2M
- Eliminate Park Development Funding – (\$3,999,000 decrease)
  - Remove Coulson Park Development Phase 1 (\$333,000 in FY 21)
  - Remove Poly Vista Development (\$666,000 in FY 22, \$1M in FY 23, & \$1M in FY 24)
  - Remove Centennial Park Development Phase 2 (\$1M in FY 25)

# FY 21 – FY 25 Parks CIP by Funding Source

## \$36.7M





# FY 21 – FY 25 CIP PARKS & RECREATION FUNDING REQUEST

**Annual Inflation Adjustment Beginning in FY 21**

Park District 1 Funding Request	2020	2021	2022	2023	2024	2025
CIP with Inflation	\$1,300,000	\$1,339,000	\$1,379,170	\$1,420,545	\$1,463,161	\$1,507,056
O&M with Inflation	\$700,000	\$721,000	\$742,630	\$764,909	\$787,856	\$811,492
<b>Total PD1</b>	<b>\$2,000,000</b>	<b>\$2,060,000</b>	<b>\$2,121,800</b>	<b>\$2,185,454</b>	<b>\$2,251,018</b>	<b>\$2,318,548</b>

Estimated Cost per Household (\$200,000 home)	Current	2021	2022	2023	2024	2025
Annual Cost*	\$ 26.47	\$ 26.73	\$ 26.99	\$ 27.26	\$ 27.52	\$ 27.79

\*Previously, annual cost did not include increase in mill value. To align with public safety discussion, a 2% mill value assumption was used.



# FY 21 – FY 25 CIP PARKS & RECREATION PARK DISTRICT 1 (PD1)



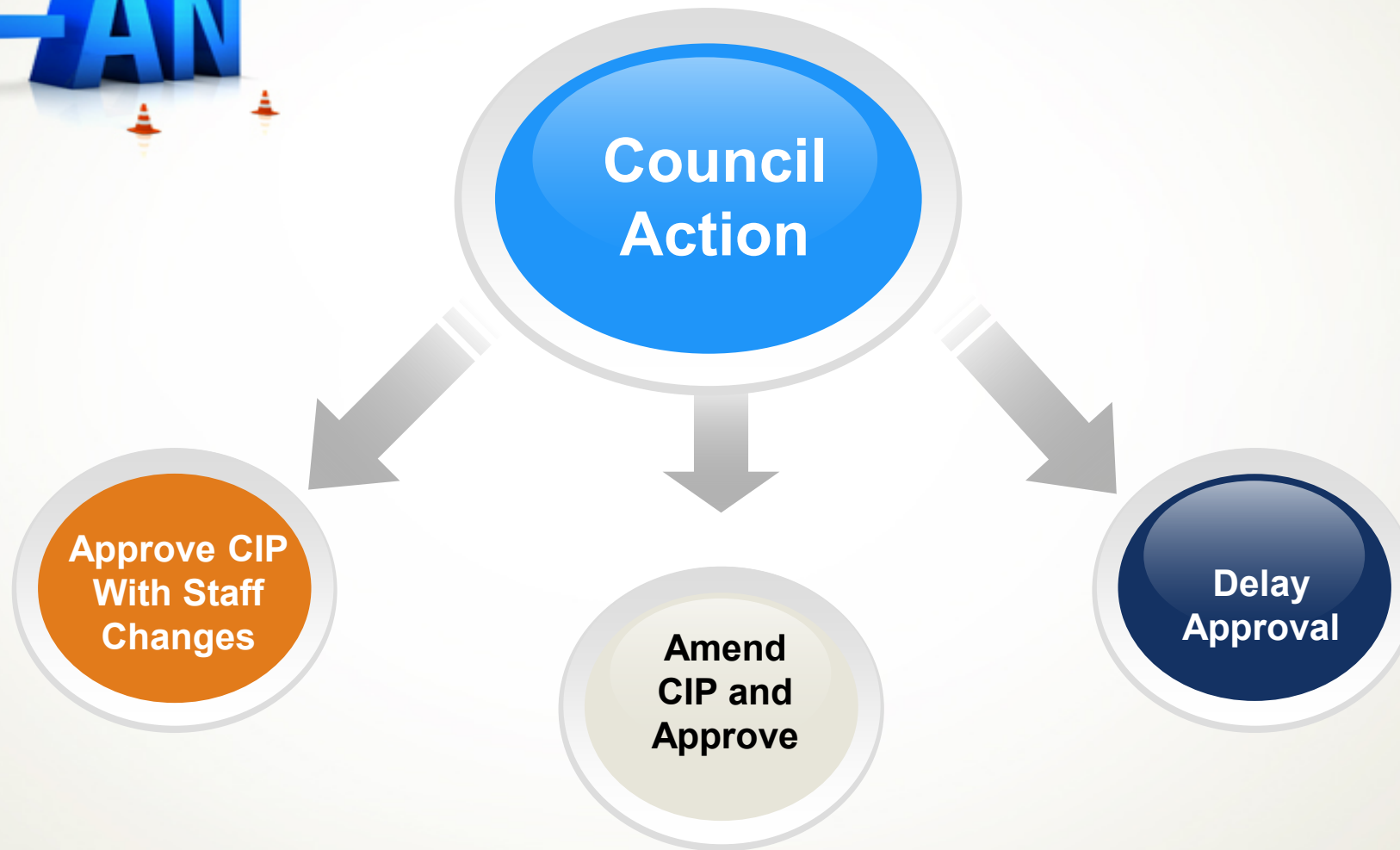
PD1 Projects in Priority Order	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
1.) Community and Senior Center Roof Replacement	125,000					125,000
2.) Castlerock Park Playground Replacement	400,000					400,000
3.) Terry Park Playground Replacement	300,000					300,000
4.) Lillis Park Playground Replacement	300,000					300,000
5.) Riverfront Park Road and Parking Lot Repairs	175,000	15,000			800,000	990,000
6.) Rose and South Parks Pool Liner Replacement		212,000				212,000
7.) South Park Bathhouse Renovation Study		74,000				74,000
8.) Ponderosa Park Irrigation Automation		450,000				450,000
9.) North Park Playground Replacement		400,000				400,000
10.) Arrowhead Park Playground Replacement		200,000				200,000
11.) Pioneer & Hawthorne Parks Wading Pool Eval.			80,000			80,000
12.) Rose Pool Spray Feature Upgrade			100,000			100,000
13.) Grandview Irrigation Automation			300,000			300,000
14.) Highland Park Playground Replacement			200,000			200,000
15.) Highland Park Irrigation Improvements			300,000			300,000
16.) Swords Rimrock Park Road & Parking Lot Repair			423,503		400,000	823,503
17.) South Park Pool Renovation Phase #1				80,000	1,690,944	1,770,944
<b>Total PD1 Projects</b>	<b>1,300,000</b>	<b>1,351,000</b>	<b>1,403,503</b>	<b>80,000</b>	<b>2,890,944</b>	<b>7,025,447</b>



# FY 21 – FY 25 CIP PARKS & RECREATION OTHER PARK PROJECTS



Other Park Projects	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total	
Castlerock Park Master Plan	50,000					50,000	Contributions
Centennial Park Playground Development	300,000					300,000	
High Sierra Park Restroom	25,000					25,000	
Dehler Park Ball Field Replacement		400,000				400,000	
Poly Vista Park Development		3,000,000				3,000,000	
Coulson Park Restroom Replacement	110,000					110,000	Grants
Riverfront Park Multi-use Trails	420,000					420,000	
Terry Park Shelter	80,000					80,000	Cell Tower Revenue
Optimist Park Improvements	304,978					304,978	S. TIFD
South Billings Aquatic/Recreation Center		25,000,000				25,000,000	Tax Increment Bonds
<b>Total Other Park Projects</b>	<b>1,289,978</b>	<b>28,400,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>29,689,978</b>	





Thank You!

**Regular City Council Meeting**

**Meeting Date:** 12/16/2019

**TITLE:** City Facilities Request for Proposals Recommendation to Council

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

**Department:** City Hall Administration

**Presentation:** Yes

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**PROBLEM/ISSUE STATEMENT**

On June 24, 2019 City Council directed Staff to issue a request for proposals (RFP) for the purpose of gathering proposals for a consolidation of City Offices into a single or grouped facility in the downtown area of Billings. Currently, City Offices in downtown Billings are spread throughout five (5) locations that the public accesses. There is an office space deficiency across the departments as identified in the Facilities Master Plan completed in September of 2015 and refreshed in 2019. The Phase I RFP established a boundary for proposers to submit responses for facilities to accommodate the designated Departments from the Facilities Master Plan according to the scope of information and data presented.

On 07/18/2019 the Request for Proposals was advertised and closed on 08/14/2019. Proposals were received from the following:

- The Boyer Company
- NAI Business Properties
- WC Commercial LLC
- Collaborative Design Architects
- Miller Trois
- Fagg Family Properties LLC

On 08/26/2019 an overview of the proposals submitted were presented to City Council. City Council was asked to select members from the Council to serve on a review committee. A review committee consisting of Deputy Mayor Yakawich, Council Member Clark, Council Member Neese, City Administrator Chris Kukulski, Assistant City Administrator Kevin Iffland, Finance Director Andy Zoeller, Interim Facilities Manager Mark Balter and Architect Randy Hafer was convened. The review committee met on September 9, October 1, and October 15 and reviewed the proposals based on Firm Experience & Resources, Interpretation of Scope and Presentation, Project Methodology and Innovation, and Location and Attributes for the City. The review committee determined the proposal submitted by WC Commercial warranted further examination based on the evaluation criteria. The key points included location, availability of parking, met and exceeded square footage requirements, existing work with government agency and functionality in same space and preliminary design of interior spaces fit needed requirements. The terms and costs submitted under seal were then opened and examined. On October 29 the review committee conducted a site visit of WC Commercial's proposal at 316 North 26<sup>th</sup> Street, Billings, MT. On November 12 the review committee met with WC Commercial for further questions on the proposal and terms and costs. On December 3, 2019 the review committee met and determined WC Commercial's proposal was the top proposal. The review committee determined the next course of action would be to enter negotiations with WC Commercial.

The review committee is asking City Council for authority to enter into negotiations with WC Commercial. Negotiations may involve financial terms and conditions, lease, lease to own, own or other options, build out terms and conditions, parking terms and conditions, required inspection and appraisals or any other items deemed necessary to move forward with occupancy of the proposed building. Any agreement would be contingent on further City Council approval of agreement and financing terms, conditions and authority.

## **ALTERNATIVES ANALYZED**

City Council may:

- Approve beginning negotiations with WC Commercial on leasing, leasing to own or purchasing 316 North 26th Street;
- Disapprove beginning negotiations with WC Commercial on leasing, leasing to own or purchasing 316 North 26th Street or;
- Provide staff with further direction in regards to the City Facilities request for proposals

## **FINANCIAL IMPACT**

The terms and costs proposed and associated on floor areas First Floor, Second Floor, Fourth or Fifth and Secure Basement Garage/Storage (112,233 gross square footage) include:

20 year Lease with Tenant Improvements (with memorandum of understanding) - \$15.45 per square foot (psf) plus Common Area Maintenance (CAM)

20 year Lease with Tenant Improvement (no memorandum of understanding) - \$18.40 psf plus CAM

Purchase - \$27,750,000

A third party negotiator may be retained by the City to facilitate the negotiation process which would have an associated cost.

## **RECOMMENDATION**

Staff recommends approval of entering negotiations with WC Commercial as outlined.

## **APPROVED BY CITY ADMINISTRATOR**

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