

CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

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

AGENDA

COUNCIL CHAMBERS

January 27, 2020

5:30 P.M.

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Shaw

ROLL CALL: Councilmembers present on roll call were: Shaw, Yakawich, Neese, Ewalt, Joy, Choriki, Purinton, Ronning, Boyett, Brown

MINUTES:

- December 16, 2019
- January 13, 2020

COURTESIES:

PROCLAMATIONS:

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

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

1. **CONSENT AGENDA** -- Separations:
 - A. **Bid Awards:** None
 - B. **Appointment** of Councilmembers Shaw, Neese, Joy, Purinton, and Boyett to assist City Hall Facilities Subcommittee.
 - C. **Treatment Services Contract** for the Billings Adult Misdemeanor Treatment Courts; Rimrock Foundation; not to exceed \$788,000 over 5-years.
 - D. **Proposed** Amend Park Development Council (APDC) 2020 Annual Budget and Fee Structure.
 - E. **Perpetual Right-of-Way Easement** from Jeffery A. Kanning and Bethann K. Kanning to Parks, Recreation and Public Lands Department for access to Myers Trail.
 - F. **2019 Federal U.S. Department of Homeland Security Grant** for the Bomb Squad for training and equipment; \$95,970.56.
 - G. **2019 Domestic Violence Grant**, and authorization for the Police Chief to sign all required grant material; \$35,032.
 - H. **Resolution of Intent** to create SID 1410, Annafeld Subdivision, 2nd Filing, (street, utility, street lights, and parks improvements), and set a public hearing date for February 10, 2020.
 - I. **Resolution** declaring an emergency and authorizing W.O. 20-35: Rims Waterline Replacement and granting the City Administrator signing authority.
 - J. **Resolution** establishing compliance with reimbursement under Internal Revenue Code for Airport Construction Project.
 - K. **Second/Final Reading Ordinance** amending Billings, Montana City Code (BMCC), Section 24-503 for Parade Routes.
 - L. **Bills for the weeks of:**
 1. December 23, 2019
 2. December 30, 2019

Recommended Motion: I move to approve the items of the Consent Agenda as submitted, with the exception of items moved for separation.

REGULAR AGENDA:

2. PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE

975: a zone change to allow a modification to the existing Western Sky Planned Development zoning to add some uses to the underlying Neighborhood Commercial (NC) zone on a 9.128 acre parcel of land described as: Lots 2 and 3, Block 1, Western Sky Subdivision Amended, generally located at 4600 Block of King Ave. West - Crescent Street (internal street). Mont Vista, LLC - Tracy Haag, owner; Sanderson Stewart - Rick Leuthold, P.E. and Bill Morgan, P.E., agents. Zoning Commission recommends approval of the Zone Change and adoption of the findings of the 10 criteria. (Action: approval or disapproval of the Zoning Commission's recommendation.)

• *Presented by: Nicole Cromwell*

Recommended Motion: I move to approve Zone Change 975 and adopt the findings of the 10 criteria as recommended by the Zoning Commission.

3. PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE

976: a zone change from Residential-7000 (R-70) to Highway Commercial (HC), on a 25,200 square foot parcel of land described as: Lots 1 and 2, Block 2, Bede Subdivision. 4 the Store, LLC - Rich Miller, owner; Scott Aspenlieder, Performance Engineering, agent. Zoning Commission recommends approval of the Zone Change and adoption of the findings of the 10 criteria. (Action: approval or disapproval of the Zoning Commission's recommendation.)

• *Presented by: Karen Husman*

Recommended Motion: I move to approve Zone Change 976 and adopt the findings of the 10 criteria as recommended by the Zoning Commission.

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

COUNCIL INITIATIVES:

ADJOURN:

Council Chambers are readily accessible to individuals with physical disabilities.

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

Please exit the chambers as quickly as possible. (Chamber doors will be **CLOSED** 10 minutes after adjournment of the meeting.)

Council meetings may be viewed at any time by accessing Community 7 Television online at www.comm7tv.com and clicking on archived programs.

Regular City Council Meeting

Meeting Date: 01/27/2020

TITLE: Selection of Council Subcommittee for City Hall Facilities Negotiation

PRESENTED BY: Kevin Iffland, Assistant City Administrator

Department: City Hall Administration

Presentation: No

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 July 18, 2019, the Request for Proposals was advertised and closed on August 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 August 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 subcommittee. A review subcommittee consisting of Deputy Mayor Yakawich, Councilmember Clark, Councilmember 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 subcommittee met on September 9, October 1, and October 15 and reviewed the proposals based on Firm Experience and Resources, Interpretation of Scope and Presentation, Project Methodology and Innovation, and Location and Attributes for the City. The review subcommittee 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 subcommittee conducted a site visit of WC Commercial's proposal at 316 North 26th Street, Billings, MT. On November 12, 2019, the review subcommittee met with WC Commercial for further questions on the proposal and terms and costs. On December 3, 2019, the review subcommittee met and determined WC Commercial's proposal was the top proposal. The review subcommittee determined the next course of action would be to enter negotiations with WC Commercial.

On December 16, 2019, City Council approved beginning negotiations with WC Commercial on leasing, leasing to own or purchasing 316 North 26th Street.

On 01/13/2020 City Council had a discussion on selecting Council Members to serve on a subcommittee with City Staff for negotiations. City Council determined a Council member from each Ward would be represented on the subcommittee. The City Council Members from each Ward were: Kendra Shaw, Roy Neese, Denise Joy, Pam Purinton and Mike Boyett.

ALTERNATIVES ANALYZED

City Council may:

- Approve of Council Members Kendra Shaw, Roy Neese, Denise Joy, Pam Purinton and Mike Boyett serving on the City Hall Facilities Negotiations Subcommittee or;
- Modify the Council Members to serve on the Subcommittee or;
- Disapprove of the Council Members to serve on the Subcommittee.

FINANCIAL IMPACT

There is no direct financial impact if approved.

RECOMMENDATION

Staff recommends approval of Councilmembers Kendra Shaw, Roy Neese, Denise Joy, Pam Purinton and Mike Boyett serving on the City Hall Facilities Subcommittee.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 01/27/2020
TITLE: Rimrock Treatment Services Contract
PRESENTED BY: Sheila Kolar, Municipal Court Judge
Department: Court
Presentation: No

PROBLEM/ISSUE STATEMENT

Rimrock Foundation has been selected through the Request for Proposal (RFP) process to provide treatment services for Billings Adult Misdemeanor Treatment Court (BAMTC). Rimrock Foundation was the only respondent to the RFP published on November 14th, 2019. Rimrock Foundation is one of the main treatment providers in the City of Billings and will be the sole provider of the specific treatment services needed for participants within the three treatment courts, (in the BAMTC. The contract allows payment after Medicaid/private insurance has been billed. The contract will pay at the Medicaid rate up to the maximum of \$350.00 per month, per client for uninsured clients. Mental Health services or other services offered are billed separately to insurance or on a case-by-case basis under the contract with direct approval from the Judge.

ALTERNATIVES ANALYZED

City Council may:

- Approve, the contract with Rimrock Foundation for treatment services for the Billings Adult Misdemeanor Treatment Courts.or;
- Disapprove, the contract with Rimrock Foundation for treatment services for the Billings Adult Misdemeanor Treatment Courts.

FINANCIAL IMPACT

The proposed contract with Rimrock Foundation for treatment services will not exceed \$788,000 over the 5-year time span of the grant, and is dependent on continued grant funding.

RECOMMENDATION

Staff recommends Council approve the contract with Rimrock Foundation for treatment services for the Billings Adult Misdemeanor Treatment Courts.

APPROVED BY CITY ADMINISTRATOR

Attachments

Rimrock Treatment



CONSULTANT AGREEMENT

THIS AGREEMENT is made and entered into this _____, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as “**CITY**,” and Rimrock Foundation, of Billings, MT hereinafter referred to as “**CONSULTANT**.”

WITNESSETH:

WHEREAS, the **CITY** proposes to purchase treatment services for Billings Adult Misdemeanor Treatment Court and desires to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit “A” and by this reference made a part hereof.

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

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

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

1. **PURPOSE:** **CITY** agrees to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit “A” and by this reference made a part hereof. In performing these services, the **CONSULTANT** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.



2. **TERM:** This **AGREEMENT** shall be for a period of (1) year, from the execution of this **AGREEMENT**. This **AGREEMENT** may be extended for (4) one year options by mutual agreement of both parties, in writing, thirty (30) days prior to termination.

3. **PAYMENT:** In consideration of the services provided by the **CONSULTANT** under this **AGREEMENT**, the **CITY** agrees to pay **CONSULTANT** after Medicaid/private insurance has been billed; the **CITY** will be billed at the Medicaid rate up to the maximum of \$350.00 per month, per client for uninsured clients. Mental Health services or other services offered by **CONSULTANT** are billed separately to insurance or on a case-by-case basis to the **CITY** with direct approval from the Judge.

Screenings: \$100 per client

Ancillary: \$30 per week per patient

Medicated Assisted Treatment (MAT):

Assessment	\$225
CBC	\$17.75
CMP	\$24.00
GGT	\$16.50
Pregnancy	\$34.25
UA	\$32.00
Oral Naltrexone	Actual Cost
Vivitrol	Medication (Monthly) Actual Cost / Injection and education \$35.00
Monthly Provider Visit	\$154
PAWS – Medical Professional	\$50
MET	\$25

Except as otherwise specified herein, the **CONSULTANT** shall invoice the **CITY** monthly (or on such other basis as the Parties may mutually determine) for all services rendered pursuant to this **AGREEMENT**. Such invoices shall specify the services provided to the **CITY** during the preceding month and identify the applicable fees, and shall be accompanied by reasonable documentation or other reasonable explanations supporting such charges.

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

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



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

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

5. INDEMNITY AND INSURANCE:

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

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

- 1. Workers' compensation and employer's liability coverage as required by Montana law.



2. Commercial general liability, including contractual and personal injury coverage's -- \$750,000 per claim and \$1,500,000 per occurrence.
3. Automobile liability -- \$1,500,000 per accident.
4. Professional liability in the amount of \$1,500,000 per claim.

Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the **CITY** prior to cancellation.

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

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

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

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



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

A. Qualifications

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

B. Solicitation of Agreement

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

C. Facilities and Personnel

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

D. Subcontracting

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

E. Affidavits of Compliance

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

7. **AGREEMENTS OF CITY:**

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

B. Name a Project Manager who shall be the liaison between the **CONSULTANT** and the **CITY**. For this project, the Project Manager for **CONSULTANT** designated is Coralee Schmitz and the Project Manager for the **CITY** designated is Britannia Park.



8. NONDISCRIMINATION:

- A. The **CONSULTANT** will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The **CONSULTANT** will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The **CONSULTANT** agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. The **CONSULTANT** shall state, in all solicitations or advertisements for employees to work on jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.

The **CONSULTANT** 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.

- C. The **CONSULTANT** shall comply with any and all reporting requirements that may apply to it that the **CITY** may establish by regulation.
- D. The **CONSULTANT** shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such sub-consultant or vendor of the **CONSULTANT** under this **AGREEMENT**.
- E. The **CONSULTANT** shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.
- 9. PERMITS, LAWS, AND TAXES:** The **CONSULTANT** shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this **AGREEMENT**. All actions taken by the



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

10. **NONWAIVER:** The failure of either party at any time to enforce a provision of this **AGREEMENT** shall in no way constitute a waiver of the provision, nor in any way affect the validity of this **AGREEMENT** or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.
11. **CONFLICT OF INTEREST:** **CONSULTANT** shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with **CITY'S** interest. During the term of this Agreement, **CONSULTANT** shall not accept any employment or engage in any consulting work which creates a conflict of interest with **CITY** or in any way compromises the services to be performed under this Agreement. **CONSULTANT** shall immediately notify **CITY** of any and all violations of this Section upon becoming aware of such violation.
12. **SUCCESSORS AND ASSIGNS:** This **AGREEMENT** and all of the covenants hereof shall inure to the benefit of and be binding upon the **CITY** and the **CONSULTANT** respectively and his partners, successors, assigns, and legal representatives. Neither the **CITY** nor the **CONSULTANT** shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.
13. **CHANGES IN WORK:** Any change in the scope of **CONSULTANT'S** services as stated in this **AGREEMENT** for whatever reason, will be negotiated between the **CITY** and the **CONSULTANT** and an amendment to this **AGREEMENT** will be issued with the appropriate change of services and **AGREEMENT** fee noted.
14. **LEGAL RELATIONS:** The **CONSULTANT** shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done.



15. **TERMINATION OF AGREEMENT:** The right is reserved by the **CITY** to terminate this **AGREEMENT** at any time upon not less than thirty (30) days written notice to the **CONSULTANT**.

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

16. **ENDORSEMENTS:** The **CONSULTANT** shall furnish signatures, statements, or other suitable means to signify responsible endorsement of work on all reports furnished by him.
17. **OWNERSHIP OF DOCUMENTS:** All information relating to the project and prepared under the terms of this **AGREEMENT**, including reports, data, recommendations, exhibits, analyses, and plans shall be deemed the property of the **CITY**. Reproducibles of all notes, reports, and plans shall be made available at the **CITY'S** request.
18. **PUBLIC INFORMATION:** The **CONSULTANT** shall not issue any statements, releases, or information for public dissemination without prior written approval of the **CITY**.
19. **PROPRIETARY RIGHTS:** If patentable discoveries or inventions should result from work required herein, all rights accruing from such discoveries or inventions shall be the property of the **CITY**.
20. **RECORDS:** The **CONSULTANT** shall maintain accounting records and other evidence pertaining to the cost incurred and to make the records available at all times during the **AGREEMENT** term and for three (3) years from the date of final payment. Such accounting records and other evidence pertaining to the cost incurred will be made available for inspections authorized by the **CITY** and copies thereof shall be furnished if requested.
21. **ATTORNEY'S FEES AND COSTS:** That in the event it becomes necessary for either Party to this **AGREEMENT** to retain an attorney to enforce any of the terms or conditions of the **AGREEMENT** or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney's fees and costs.



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

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

CITY OF BILLINGS, MONTANA

CONSULTANT (Print Name Above)

By _____
WILLIAM A. COLE
MAYOR

By _____
Print Name _____

Print Title _____

APPROVED AS TO FORM:

By _____
BRENT BROOKS, CITY Attorney



Exhibit “A”

Scope of Work

- 1) Treatment Services
 - a) Provide addiction-counseling services for up to 65 Billings Adult Municipal Treatment Court participants per year.
 - b) Complete initial assessment and determine care deemed appropriate for participant’s throughout their treatment court contract.
 - c) Provide participant access to group therapy, individual therapy, family therapy, addiction education and treatment, aftercare and relapse prevention.
 - d) Provide Medication-Assisted Therapy if requested.
 - e) Provide mental health therapy.
- 2) Reporting Requirements
 - a) Treatment services will assist in creating and maintaining a data collection system to monitor and report client information.
- 3) BAMTC Support
 - a) Maintains communications with individuals and organizations involved with BAMTC.
 - b) Participate at BAMTC Team Meetings.
 - c) Participate and attend BAMTC Treatment Court staffing’s and hearings.

Regular City Council Meeting

Meeting Date: 01/27/2020

TITLE: Amend Park Development Council 2020 Proposed Annual Budget and Fee Structure

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

Department: Parks/Rec/Public Lands

Presentation: No

PROBLEM/ISSUE STATEMENT

The Amend Park Development Council (APDC) was established to promote and manage Amend Park; to raise funds to develop the park to complement the neighborhood, and fill a community need for a multi-use sports and special events complex with a focus on soccer. The APDC is required to submit an annual budget to the City Council for approval. The Parks, Recreation and Cemetery Board (PRC) reviewed the 2020 APDC proposed budget and fee structure on January 8, 2020. The PRC voted unanimously to recommend approval to the City Council. The proposed budget and fee structure are attached.

ALTERNATIVES ANALYZED

City Council may:

- Approve the proposed APDC 2020 annual budget and fee structure, or
- Amend and approve the proposed APDC 2020 annual budget and fee structure.

FINANCIAL IMPACT

There are no changes from 2019 in the proposed 2020 fee structure. The income/expense report shows a positive net income.

RECOMMENDATION

Staff and the PRC Board recommend that the City Council approve the 2020 APDC annual budget and fee structure as presented.

APPROVED BY CITY ADMINISTRATOR

Attachments

APDC FY 2020 Budget

**Amend Park Development Council
 Profit & Loss Budget vs. Actual**

January through December 2020

**Amend Park Development Council
 FY2020 Operating Budget**

	<u>Budget</u>
Ordinary Income/Expense	
Income	
Advertising Income	\$ 9,000
Concession Revenues	\$ 33,691
Park User Fees	\$ 194,431
	<u>\$ 237,122</u>
Gross Profit	
Expense	
Professional Development	\$ 500
Legal Fees	\$ 20
Accounting Fees	\$ 120
cleaning Supplies	\$ 2,866
*Payroll Expenses	\$ 70,619
Concessions - Food	\$ 5,218
Depreciation Expense	\$ 13,853
Dues and Subscriptions	\$ 695
Gator Repair	\$ 500
Facilities and Equipment - Other	\$ 88
Signs	\$ 500
Layout	\$ 480
Nets	\$ 1,000
Paint	\$ 10,923
Portable Toilets	\$ 1,137
Landscaping	\$ 1,007
2nd Mowing	\$ 879
Weed Spray	\$ 169
Fertilizer	\$ 6,733
Top Soil	\$ 842
Mowing, Weed Spraying Littler Pick up	\$ 13,140
Turf Management - Other	\$ 1,060
Fuel & Gas Expense	\$ 691
Insurance - Liability	\$ 3,036
Insurance - Workers Comp	\$ 2,641
Miscellaneous	\$ 752
Office Expense	\$ 1,368
Supplies	\$ 324
Telephone, Telecommunications	\$ 720
Operations - Other	\$ 47

Amend Park Development Council
Profit & Loss Budget vs. Actual
 January through December 2020

	<u>Budget</u>	
Portable Toilets	\$ 2,061	
Postage Expense	\$ 191	
Printing Expense	\$ 182	
Rent	\$ 616	
Building Repairs	\$ 3,000	
Equipment Repairs	\$ 3,000	
Field Maintenance	\$ 1,104	
Shipping	\$ 932	
Supplies	\$ 57	
Taxes & Licenses	\$ 118	
Conference, Convention, Meeting	\$ 40	
Gas & Electric	\$ 704	
Pest Control	\$ 616	
Total Expense	<u>\$ 154,549</u>	
Net Ordinary Income	<u>\$ 82,573</u>	
Capital Improvement Budget		
2019 Net Cash at End of Year		\$81,874
Turf Field PA	\$ 5,000	
Scoreboard grant from Phillips 66	\$ 15,000	
Turf Field Maintenance Fund	\$ 25,000	
Concessional Remodel	\$ 35,000	
Robot Painter	\$ 30,000	
Total Capital Improvement Budget	<u>\$ 110,000</u>	
2020 Anticipated Net Income		82573
Anticipated 2020 Net Cash at End of Year	<u><u>\$ 54,447</u></u>	

Regular City Council Meeting

Meeting Date: 01/27/2020

TITLE: Perpetual Right-Of-Way Easement on Lot 2, Block 7 of Country Club Heights Subdivision

PRESENTED BY: Wyeth Friday

Department: Planning & Community Services

Presentation: No

PROBLEM/ISSUE STATEMENT

Jeffery A. Kanning and Bethann K. Kanning purchased the property located on Lot 2, Block 7 of Country Club Heights Subdivision. The lot has long been used as a connection for people accessing the trail on the parkland north of their lot, commonly referred to as the Myers Trail. The Kannings would like to be good neighbors and maintain access to the public land through their property, and as a result, are granting a perpetual easement to the City of Billings for the access described on the site plan in Exhibit "A" (attached to this memo). The Department of Parks, Recreation, and Public Lands approves of the placement as does the Planning Division.

ALTERNATIVES ANALYZED

City Council may:

- Approve the easement on Lot 2, Block 7 of Country Club Heights Subdivision, or;
- Disapprove the easement on Lot 2, Block 7 of Country Club Heights Subdivision. Disapproval would result in loss of direct public access to the southern end of the Myers Trail.

FINANCIAL IMPACT

There is no financial impact to the City for accepting or rejecting this easement.

RECOMMENDATION

Staff recommends approval of the trail easement on Lot 2, Block 7 of Country Club Heights Subdivision.

APPROVED BY CITY ADMINISTRATOR

Attachments

Perpetual ROW Easement and Exhibit A
Aerial Imagery of Easement Location

Return to:
Jeff and Bethann Kanning
3230 Country Club Circle
Billings, MT 59102

PERPETUAL RIGHT-OF-WAY EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged on this _____ day of _____, 20____, the undersigned, **Jeffery A. Kanning and Bethann K. Kanning** of the address of 3230 Country Club Circle, Billings, Montana 59102, hereinafter called "Grantors", hereby grant and convey unto **THE CITY OF BILLINGS**, a municipal corporation and political subdivision of the State of Montana, of the address of City Hall, Billings, Montana 59101, hereinafter called "Grantee", a perpetual easement and right-of-way over, across and through the following described tracts of real property in Yellowstone County, Montana:

An easement on Lot 2, Block 7 of Country Club Heights Subdivision extending approximately 98 feet north of Country Club Circle as shown and described on the site plan attached hereto and labeled Exhibit "A."

This Perpetual easement to Grantee is for the purpose of creating a public access easement over, across, and through the said real property, together with the right of free ingress and egress at all times for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing and replacing the Myers Trail.

Grantors shall continue to have the right to use and enjoy the above-described property, except as to the rights herein granted, subject to the following restrictions:

1. Grantors and their successors agree not to construct, nor cause to be constructed, within the easement right-of-way, any type of building or structure, such as, but not limited to, houses, garages, sheds, kennels, fences, nor any other fixed objects of any kind, shape or form, except as many be licensed by Grantee.
2. Grantors agree not to plant, nor cause to be planted within the easement right-of-way, any trees, bushes, shrubs, hedges or any other plantings of a similar nature, except as may be licensed by Grantee.

Return to:
Jeff and Bethann Kanning
3230 Country Club Circle
Billings, MT 59102

ACKNOWLEDGEMENT AND ACCEPTANCE OF CONVEYANCE

“GRANTEE”

CITY OF BILLINGS, MONTANA

By: _____

Mayor

Attest: _____

City Clerk

STATE OF MONTANA)

) ss.

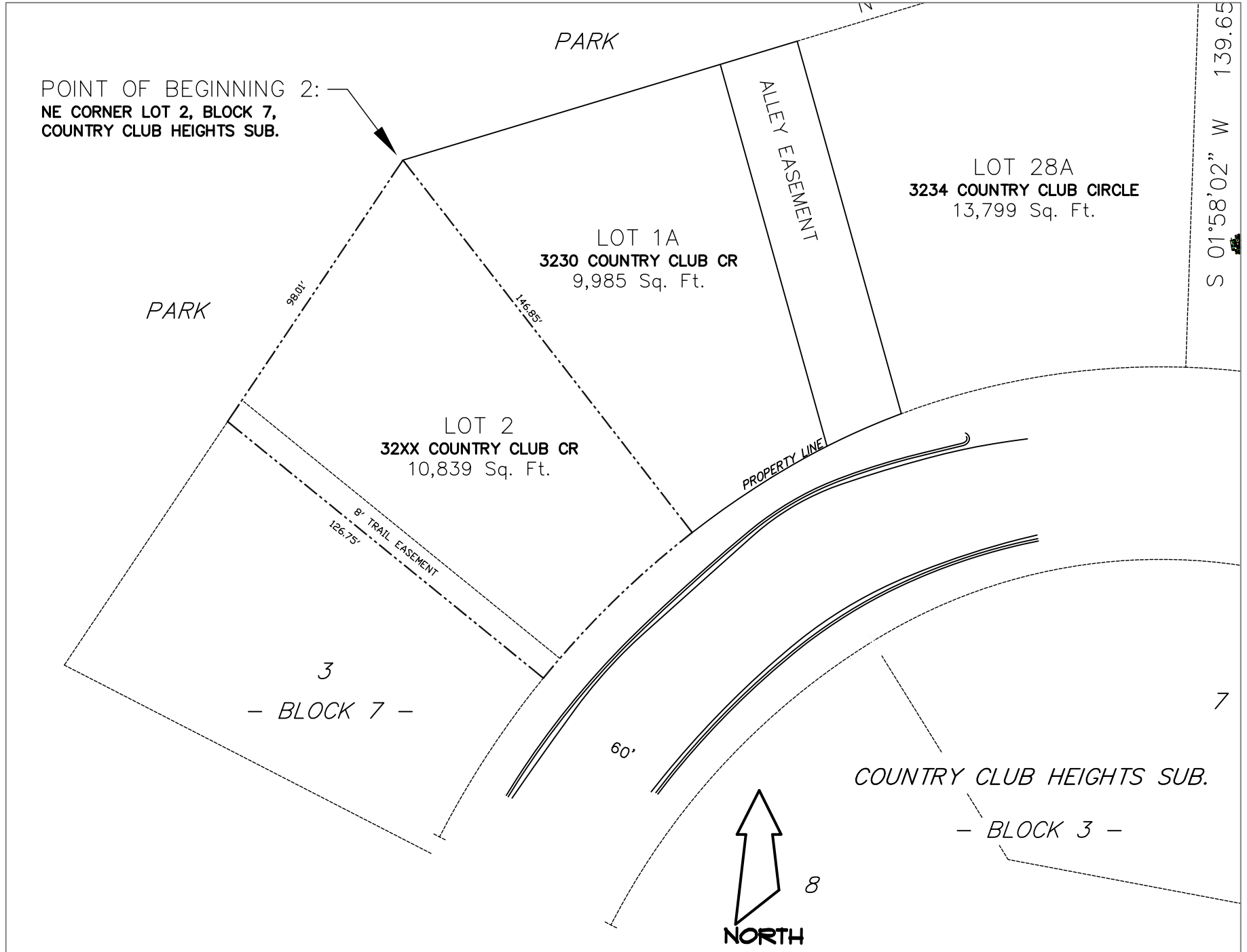
County of Yellowstone)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____ to me known to be the _____, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Signature of Notary

Exhibit "A"



Approximate Easement Location



Easement shown in pink. Approximate location for location visualization only.

Regular City Council Meeting

Meeting Date: 01/27/2020

TITLE: 2019 Federal Homeland Security Grant for Bomb Squad - \$95,970.56

PRESENTED BY: Rich St. John, Police Chief

Department: Police

Presentation: No

PROBLEM/ISSUE STATEMENT

The State of Montana has \$95,970.56 available through the Federal FY2019 US Department of Homeland Security Grant Program and has offered a subgrant to the City of Billings Bomb Squad for training and equipment. This will be the City's tenth year receiving Homeland Security Grant funds, which have been used for equipment and training.

The bomb squad has six members that require 40 hours of training per year. Funds will be used for costs associated with this training. The Billings Police Bomb Squad is planning to send the six members of the department's bomb squad to a 40 hour training course. Information obtained at this training will be used and shared with Federal, State and Local members within the bomb disposal community. The field of ordinance disposal is constantly changing and evolving. Continued education and training is necessary to maintain competence in this field. The primary function of the Billings Bomb Squad is to detect, disrupt and defeat any improvised explosive device. The training requested will enable the Billings Bomb Squad to learn and share the latest information regarding current threats and trends. The Billings Bomb Squad also plans to purchase real-time X-ray equipment in the amount of \$60,000.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the Federal FY19 US Department of Homeland Security Grant for the Bomb Squad, in the amount of \$95,970.56; or
- Not approve the Federal FY19 US Department of Homeland Security Grant for the Bomb Squad, in the amount of \$95,970.56; which would result in the General Fund absorbing costs related to Bomb Squad training.

FINANCIAL IMPACT

There is no financial impact to the City as there is no City match required for this grant.

RECOMMENDATION

Staff recommends City Council approve and accept the Federal FY 2019 Homeland Security Grant in the amount of \$95,970.56.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 01/27/2020

TITLE: Approval of the 2019 Domestic Violence Grant in the Amount of \$35,032

PRESENTED BY: Rich St. John, Police Chief

Department: Police

Presentation: No

PROBLEM/ISSUE STATEMENT

The Billings Police Department has been offered a sub-grant for Domestic Violence (DV) training and continuation of the "Domestic Violence Investigator" program for the 18th year. The amount for this grant totals \$35,032. This grant provides funding for overtime, training, and supplies related to fulfilling the need for intense investigation of domestic violence cases.

The domestic violence investigator, prosecutor, and victim-witness specialist plan to attend a national conference to stay current on investigative techniques involving domestic violence issues. The grant also funds the DV Investigator's JustWare license and cell phone plan, as well as other supplies needed.

ALTERNATIVES ANALYZED

City Council may:

- Approve the Domestic Violence Grant Award in the Amount of \$35,032, or;
- Disapprove the Domestic Violence Grant Award, which would reduce specialized warrant round-ups and overtime work for police officers investigating these crimes.

FINANCIAL IMPACT

The Billings Police Department has one officer assigned as the Domestic Violence Investigator. These grant funds will finance the additional supporting costs for training and overtime as well as some supplies.

RECOMMENDATION

Staff recommends that the City Council accept the 2019 Domestic Violence Grant in the amount of \$35,032 and authorize the Chief to sign all required grant material.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 01/27/2020

TITLE: SID 1410 Annafeld Subdivision 2nd Filing Parks and Streetlights
Resolution of Intent to Create District and Set a Public Hearing

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

McCall Development Inc., developer of Annafeld Subdivision, 2nd Filing, desires to construct public improvements in the subdivision that include street lights and park improvements. They would like to complete these improvements utilizing a special improvement district which is allowed per their Subdivision Improvements Agreement. Annafeld Subdivision, 2nd Filing, is located south of Elysian Road near Elysian School. The park improvements proposed will be constructed in accordance with the park master plan for the subdivision and the street lights will be installed along each street frontage. McCall Development previously constructed the streets and utilities within Annafeld Subdivision, 2nd Filing, totaling \$1,430,591.15 worth of improvements. These improvements count toward their required improvements in order to meet the requirements of the City's Raw Land District Requirements (Resolution No. 87-15592). The already constructed improvements represent approximately 72% of the total improvement costs when including street, utility, street lights, and parks improvements.

ALTERNATIVES ANALYZED

The Council may:

- Approve the Resolution of Intent to Create SID 1410 and set a public hearing for the February 10, 2020, City Council Meeting; or
- Not approve the Resolution of Intent to Create SID 1410. If not approved, the park and street light improvements will have to be constructed with a private contract.

FINANCIAL IMPACT

The total estimated costs of the improvements are \$550,000 which will be paid from SID bonds and assessed to the properties within the SID boundary. If the costs are greater than the estimated amount, the developer will pay the additional cost.

RECOMMENDATION

Staff recommends that Council approve the Resolution of Intent to Create SID 1410 and set a public hearing date for February 10, 2020.

APPROVED BY CITY ADMINISTRATOR

Attachments

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the City), hereby certify that the attached resolution is a true copy of Resolution No. _____, entitled: **RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. 1410; DECLARING IT TO BE THE INTENTION OF THE CITY COUNCIL TO CREATE THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL IMPROVEMENT DISTRICT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND** (the "Resolution") was duly adopted by the City Council of the City at a meeting on January 27, 2020; that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

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

WITNESS my hand officially this _____ day of _____, 20_____.

Denise Bohlman
City Clerk

RESOLUTION NO. 20-_____

RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. 1410; DECLARING IT TO BE THE INTENTION OF THE CITY COUNCIL TO CREATE THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL IMPROVEMENT DISTRICT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND

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

Section 1. Proposed Improvements; Intention to Create District. The City proposes to undertake certain local improvements within Annafeld Subdivision Second Filing (the "Annafeld Subdivision") as more particularly described herein (the "Improvements") to benefit certain properties located in the City as more particularly described herein. The costs of the Improvements are to be assessed as more particularly described herein. It is the intention of this Council to create and establish in the City under Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended, Special Improvement District No. 1410 (the "District") for the purpose of undertaking the Improvements and assessing the properties in the District for the costs thereof.

Section 2. Number of District. The District, if the same shall be created and established, shall be known and designated as Special Improvement District No. 1410 of the City of Billings, Montana.

Section 3. Boundaries of District. The limits and boundaries of the District are depicted on a map attached as Exhibit A hereto (which is hereby incorporated herein and made a part hereof) and more particularly described on Exhibit B hereto (which is hereby incorporated herein and made a part hereof), which boundaries are designated and confirmed as the boundaries of the District. A list of each of the properties in the District is shown on Exhibit F hereto (which is hereby incorporated herein and made a part hereof) and each of the property owners in the District is shown on Exhibit D hereto. The Annafeld Subdivision is coterminous with the boundaries of the District.

Section 4. General Character of the Improvements. The general character of the Improvements, as shown in Exhibit E, consists of the construction and installation of streetlights and park improvements within the District.

Section 5. Engineer and Estimated Costs of the Improvements. The Engineer for the Improvements is DOWL who has been selected the City's selection process. The Engineer has estimated that the costs of the Improvements (including engineering, design and construction administration costs) are \$550,000 and more particularly described on Exhibit C hereto (which is hereby incorporated herein and made a part hereof) and such costs have been reviewed by the City's Public Works Department. Costs of the Improvements include costs of the construction and installation of the Improvements, costs for the creation of the District, costs of funding a deposit to the City's Special Improvement District Revolving Fund (the "Revolving Fund"), costs associated with the

sale of the Bonds (as hereinafter defined), and all other incidental costs (including engineering, design and construction administration costs).

Section 6. Property to be Assessed; Assessment Methodologies.

6.1. Property to be Assessed. The properties in the District will benefit from, and be benefited by, the Improvements and will be assessed for costs of the Improvements as specified in Sections 6 and 7. Costs of the Improvements shall be assessed against the property in the District based on the area option method described in Section 7-12-4162, M.C.A., as particularly applied and set forth in this Section 6.

6.2 Assessment Methodologies.

(a) Area Option Method. Each property within the District will be assessed for that portion of the total costs of the Improvements that the assessable area of such property bears to the total assessable area of all properties in the District. The total assessable area of all properties to be assessed is 354,131 square feet. The costs of the Improvements to be assessed against properties in the District, per square foot of assessable area, are estimated to be \$1.5530976. If an increase occurs in the number of properties within the boundaries of the District (due to the subdivision of any one or more properties or otherwise) during the term of the Bonds, the assessment per property then in the District will be recalculated as provided in M.C.A. 7-12-4162(3)(b).

6.3. Assessment Methodologies Equitable and Consistent With Benefit. This Council hereby determines that the method of assessment and the assessment of costs of the Improvements against the properties in the District as prescribed in this Section 6 are equitable and in proportion to and not exceeding the special benefits derived from the Improvements by the properties to be assessed therefor. In addition, the Subdivision Improvements Agreement for the Annafeld Subdivision provides that the streetlight and park improvements will be borne by the landowners through either a private contract or the creation of a Special Improvement District.

Section 7. Payment for Improvements. Costs of the Improvements are to be paid from the proceeds of Special Improvement District Bonds (the "Bonds") in an aggregate principal amount not to exceed \$550,000.00.

Section 8. Bond Financing; Pledge of Revolving Fund; Findings and Determinations. The Bonds will be repaid from the assessments for costs of the Improvements, together with interest thereon calculated pursuant to M.C.A. 7-21-4189, to be levied against the properties in the District. Assessments for the costs of the Improvements, together with interest thereon, shall be payable over a term not exceeding 15 years, each in equal semiannual installments as this Council shall prescribe in the resolution authorizing the issuance of the Bonds. Principal of and interest on the Bonds will be paid from such assessments.

All property owners in the District shall have the opportunity to prepay their assessments prior

to sale of the Bonds. After the Bonds are issued, all property owners in the District have the right to prepay assessments as provided by law.

This Council further finds that it is in the public interest, and in the best interest of the City and the District, to secure payment of principal of and interest on the Bonds by the Revolving Fund and hereby authorizes the City to enter into the undertakings and agreements authorized in Section 7-12-4225 in respect of the Bonds.

In determining to authorize the issuance of the Bonds and the pledge of the Revolving Fund therefor, this Council has taken into consideration the following factors:

(a) Estimated Market Value of Parcels. The estimated market value of the properties in the District as of the date of adoption of this resolution, as estimated by the County Assessor, is \$81,179. This estimated market value assume that the properties in the District constitute agricultural land and do not take into account the street and utility improvements constructed and installed in 2019 by the Developer, as more particularly described in Section 8(f). The special assessments to be levied against the properties in the District are less than the increase in estimated value of the properties as a result of the construction of the Improvements. All of the properties in the District are zoned Planned Unit Development.

(b) Diversity of Property Ownership. There are a total of 70 properties in the District, all of which are owned by the Developer. No improvements, public or private, are located on any of the properties within the District, other than the street and utility improvements, as more particularly described in Section 8(f).

(c) Comparison of Special Assessments, Property Taxes and Market Value. Based on an analysis of the aggregate amount of the proposed assessments, any outstanding assessments (whether or not delinquent), and any delinquent property taxes (as well as any known industrial development bonds theretofore issued and secured by a mortgage against a property in the District) against each property in the District in comparison to the estimated market value of such property after the Improvements, the City concludes that, overall, the estimated market value of the properties in the District exceeds the sum of the proposed assessments, outstanding assessments and delinquent property taxes, and is set forth in Exhibit E.

(d) Delinquencies. An analysis of the amount of delinquencies in the payment of outstanding assessments or property taxes levied against the properties in the District is set forth in Exhibit E, which analysis shows that of 70 properties, 0 properties were delinquent.

(e) Public Benefit of the Improvements. The Developer dedicated the public park land to the City for purposes of public parks and the street lights are being built in the public right-of-way and serve a public benefit.

(f) Other Factors. The Annafeld Subdivision is located in the southwestern part of the City, south of Elysian Road. This is one of the fastest growing areas within the City. The Developer intends to undertake the development of a residential community, which will include a diverse mix of single family, cottage, town home and apartment living options, with approximately 1000 residences. In 2019, the Developer installed the streets and utilities serving the properties in the Annafeld Subdivision 2nd Filing. The costs of the street and utility improvements (\$1,430,591.15) have been reviewed by the City's Public Works Department. The street and utility improvements are solely within the boundaries of the District and in accordance with the City's Special Improvement District Policy regarding raw land subdivisions as set forth in Resolution No. 05-18234 adopted by the Council on January 24, 2005 (the "Raw Land Policy") shall constitute On-Site Improvements (i.e., those improvements located within the boundaries of a Special Improvement District) in satisfaction of the requirement that the Developer directly pay or finance 50% or more of the costs of the On-Site Improvements in connection with the of the District and the issuance of the Bonds. The costs of the street and utility improvements, when combined with the costs of the Improvements, represent 72% of the total On-Site Improvements.

Section 9. Reimbursement Expenditures.

9.1 Regulations. The United States Department of Treasury has promulgated final regulations governing the use of proceeds of tax-exempt bonds, all or a portion of which are to be used to reimburse the City for project expenditures paid by the City prior to the date of issuance of such bonds. Those regulations (Treasury Regulations, Section 1.150-2) (the "Regulations") require that the City adopt a statement of official intent to reimburse an original expenditure not later than 60 days after payment of the original expenditure. The Regulations also generally require that the bonds be issued and the reimbursement allocation made from the proceeds of the bonds within 18 months (or three years, if the reimbursement bond issue qualifies for the "small issuer" exception from the arbitrage rebate requirement) after the later of (i) the date the expenditure is paid or (ii) the date the project is placed in service or abandoned, but (unless the issue qualifies for the "small issuer" exception from the arbitrage rebate requirement) in no event more than three years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of the bonds.

9.2 Prior Expenditures. Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds, (ii) expenditures permitted to be reimbursed under the transitional provision contained in Section 1.150-2(j)(2) of the Regulations, (iii) expenditures constituting preliminary expenditures within the meaning of Section 1.150-2(f)(2) of the Regulations, or (iv) expenditures in a "de minimus" amount (as defined in Section 1.150-2(f)(1) of the Regulations), no expenditures for the Improvements have been paid by the City before the date 60 days before the date of adoption of this resolution.

9.3 Declaration of Intent. The City reasonably expects to reimburse the expenditures made for costs of the Improvements out of the proceeds of Bonds in an estimated maximum aggregate

principal amount of \$550,000.00 after the date of payment of all or a portion of the costs of the Improvements. All reimbursed expenditures shall be capital expenditures, a cost of issuance of the Bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations.

9.4 Budgetary Matters. As of the date hereof, there are no City funds reserved, allocated on a long-term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside) to provide permanent financing for the expenditures related to the Improvements, other than pursuant to the issuance of the Bonds. The statement of intent contained in this resolution, therefore, is determined to be consistent with the City's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof.

9.5 Reimbursement Allocations. The City's financial officer shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Bonds to reimburse the source of temporary financing used by the City to make prior payment of the costs of the Improvements. Each allocation shall be evidence by an entry on the official books and records of the City maintained for the Bonds or the Improvements and shall specifically identify the actual original expenditure being reimbursed.

Section 10. Public Hearing; Protests. At any time within fifteen (15) days from and after the date of the first publication of the notice of the passage and approval of this resolution, any owner of real property within the District subject to assessment and taxation for the cost and expense of making the Improvements may make and file with the City Clerk until 12:00 p.m., M.T., on the expiration date of said 15-day period (February 15, 2020), written protest against the proposed Improvements, or against the extension or creation of the District or both, and this Council will at its next regular meeting after the expiration of the fifteen (15) days in which such protests in writing can be made and filed, proceed to hear all such protests so made and filed; which said, regular meeting will be held on Monday the 24th day of February 2020, at 5:30 p.m., in the Council Chambers, at 220 North 27th Street, in Billings, Montana.

Section 11. Notice of Passage of Resolution of Intention. The City Clerk is hereby authorized and directed to publish or cause to be published a copy of a notice of the passage of this resolution in the Yellowstone County News, a newspaper of general circulation in Yellowstone County on January 31 and February 7, 2020, in the form and manner prescribed by law, and to mail or cause to be mailed a copy of said notice to every person, firm, corporation, or the agent of such person, firm, or corporation, with real property within the District listed in his or her name upon the last completed assessment roll for state, county, and school district taxes, at his last-known address, on or before the same day such notice is first published.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this 27th day of January 2020.

Mayor

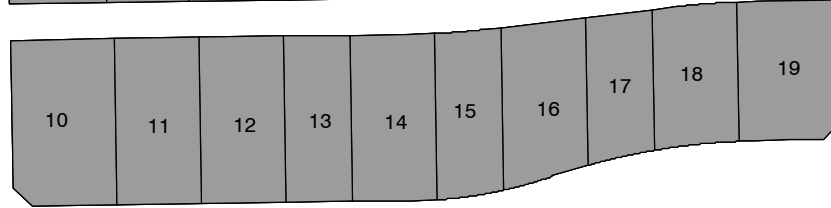
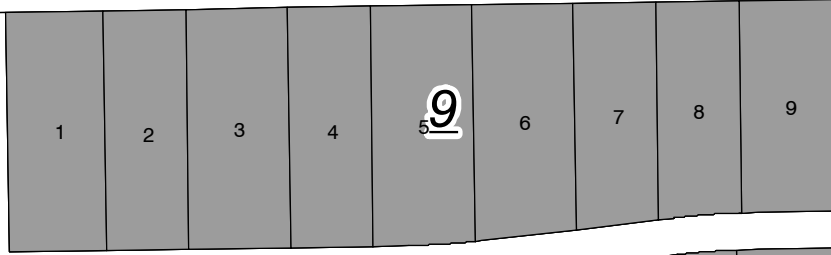
Attest:

City Clerk

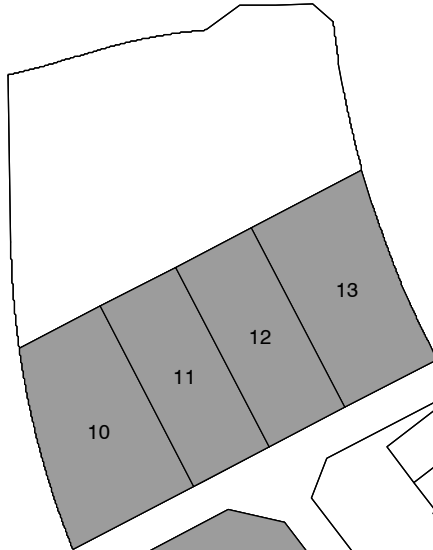
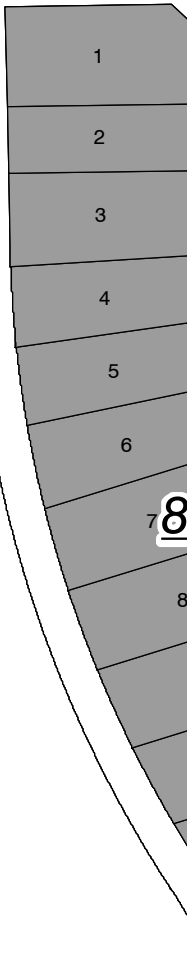
EXHIBIT A

ELYSIAN RD

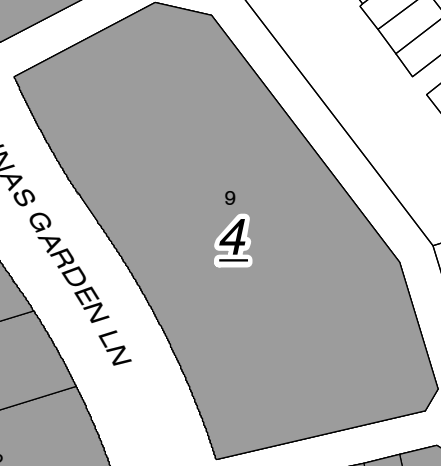
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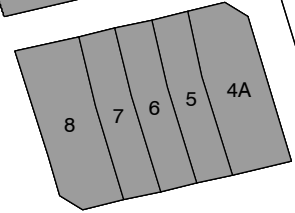
FARMSTEAD AVE



ANNAS GARDEN LN



WALTER CREEK BLVD



MOLLIE ROSE LN

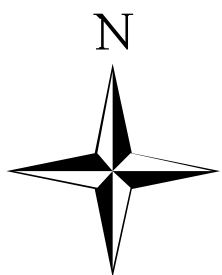
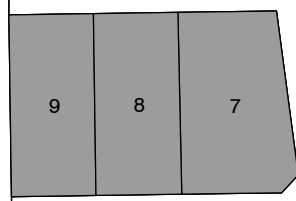
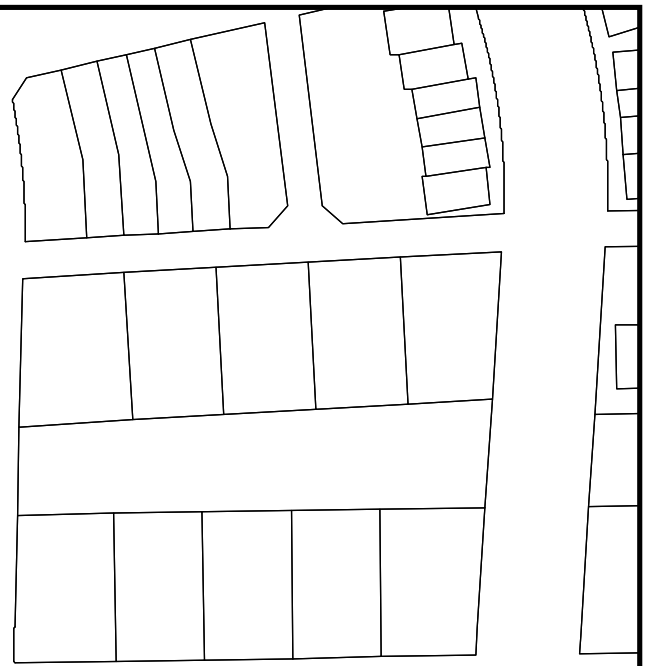
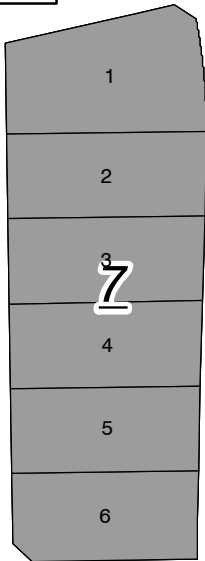
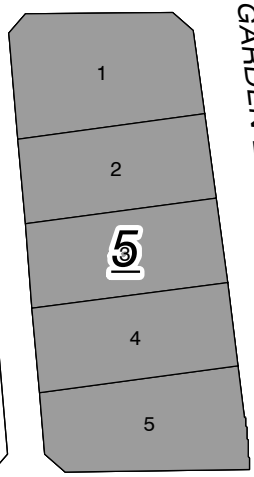


EXHIBIT A

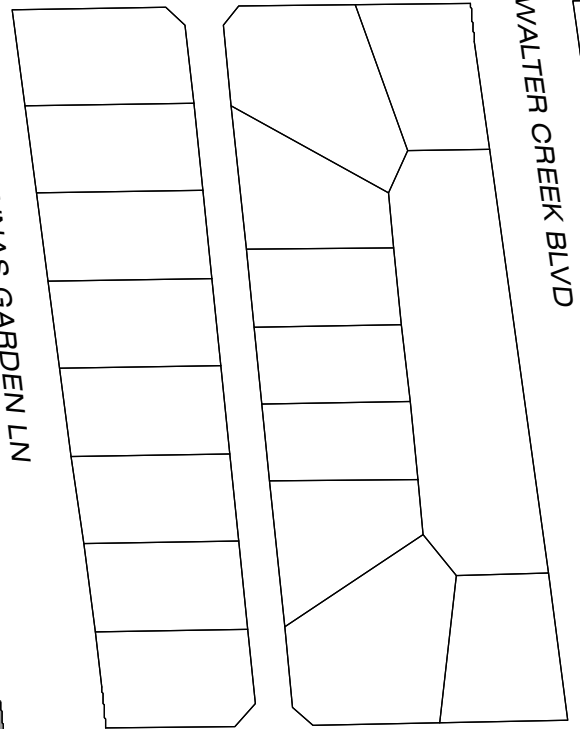
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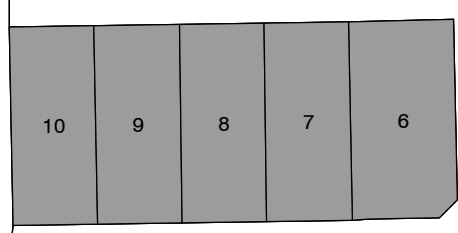
EVA MARIE LN



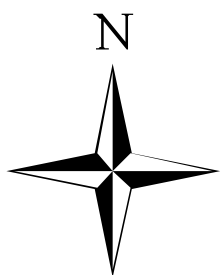
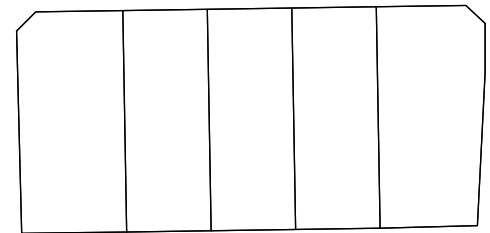
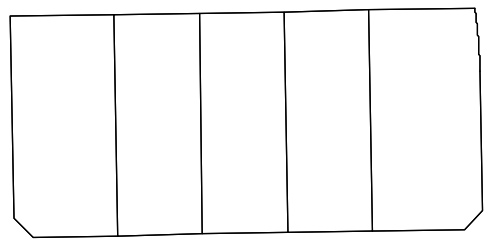
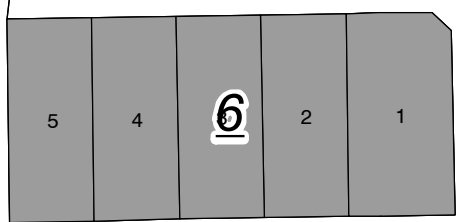
ANNAS GARDEN LN



WALTER CREEK BLVD



NORMA JEAN LN



SID 1410 EXHIBIT B

SID 1410 includes Annafeld Subdivision 2nd Filing Block 4, Lots 4A, 5-13, Block 5, Lots 1-10, 12, Block 6, Lots 1-5, Block 7, Lots 1-9, Block 8, Lots 1-17, Block 9, Lots 1-19.

SID 1410 Annafeld 2nd Filing Parks and Streetlights

Exhibit C Engineers Estimate of Probable Cost

Prepared By: City of Billings

Item Number	Description	Quantity	Unit	Engineers Estimate	
				Unit Prices	Amount
				Dollars	Dollars
100	Street Lights	1	LS	\$126,000.00	\$126,000.00
101	Park Construction	1	LS	\$285,371.50	\$285,371.50
				Sub-Total	\$411,371.50
				Design and CA	\$76,928.50
				Engineering	\$10,000.00
				Total	\$498,300.00
				Finance Fee	\$1,200.00
				Revolving Fund 5%	\$27,500.00
				Bond Discount 2%	\$11,000.00
				Issuance Costs	\$12,000.00
					\$550,000.00
				Total Area	354,131
				Cost per SF	\$1.5530976

SID 1410 Annafeld Parks and Streetlights
Exhibit D Property Owner Description and Assessment
Prepared By: City of Billings

TAX ID	OWNER	Block	Lot	LOT AREA	ASSESSMENT #1 STREETLIGHT & PARK \$1.5530976/SF
A36493	Mccall Development, Inc. 1536 Mullooney Lane Ste 100 Billings, Mt 59101	4	4A	2,958.00	\$4,594.06
A36494	Mccall Development, Inc. 1537 Mullooney Lane Ste 100 Billings, Mt 59101	5	1	6,149.00	\$9,550.00
A36495	Mccall Development, Inc. 1538 Mullooney Lane Ste 100 Billings, Mt 59101	6	1	6,243.00	\$9,695.99
A36895	Mccall Development, Inc. 1539 Mullooney Lane Ste 100 Billings, Mt 59101	4	5	1,843.00	\$2,862.36
A36896	Mccall Development, Inc. 1540 Mullooney Lane Ste 100 Billings, Mt 59101	4	6	1,843.00	\$2,862.36
A36897	Mccall Development, Inc. 1541 Mullooney Lane Ste 100 Billings, Mt 59101	4	7	1,843.00	\$2,862.36
A36898	Mccall Development, Inc. 1542 Mullooney Lane Ste 100 Billings, Mt 59101	4	8	3,030.00	\$4,705.89
A36899	Mccall Development, Inc. 1543 Mullooney Lane Ste 100 Billings, Mt 59101	4	9	30,195.00	\$46,895.78
A36900	Mccall Development, Inc. 1544 Mullooney Lane Ste 100 Billings, Mt 59101	4	10	7,047.00	\$10,944.68
A36901	Mccall Development, Inc. 1545 Mullooney Lane Ste 100 Billings, Mt 59101	4	11	5,060.00	\$7,858.67
A36902	Mccall Development, Inc. 1546 Mullooney Lane Ste 100 Billings, Mt 59101	4	12	5,060.00	\$7,858.67
A36903	Mccall Development, Inc. 1547 Mullooney Lane Ste 100 Billings, Mt 59101	4	13	6,629.00	\$10,295.48
A36905	Mccall Development, Inc. 1549 Mullooney Lane Ste 100 Billings, Mt 59101	5	2	4,761.00	\$7,394.30
A36906	Mccall Development, Inc. 1550 Mullooney Lane Ste 100 Billings, Mt 59101	5	3	4,858.00	\$7,544.95
A36907	Mccall Development, Inc. 1551 Mullooney Lane Ste 100 Billings, Mt 59101	5	4	4,955.00	\$7,695.60
A36908	Mccall Development, Inc. 1552 Mullooney Lane Ste 100 Billings, Mt 59101	5	5	5,403.00	\$8,391.39
A36909	Mccall Development, Inc. 1553 Mullooney Lane Ste 100 Billings, Mt 59101	5	6	6,128.00	\$9,517.38
A36910	Mccall Development, Inc. 1554 Mullooney Lane Ste 100 Billings, Mt 59101	5	7	4,945.00	\$7,680.07
A36911	Mccall Development, Inc. 1555 Mullooney Lane Ste 100 Billings, Mt 59101	5	8	4,945.00	\$7,680.07
A36912	Mccall Development, Inc. 1556 Mullooney Lane Ste 100 Billings, Mt 59101	5	9	4,945.00	\$7,680.07
A36913	Mccall Development, Inc. 1557 Mullooney Lane Ste 100 Billings, Mt 59101	5	10	4,947.00	\$7,683.17
A36914	Mccall Development, Inc. 1558 Mullooney Lane Ste 100 Billings, Mt 59101	6	2	5,060.00	\$7,858.67
A36915	Mccall Development, Inc. 1559 Mullooney Lane Ste 100 Billings, Mt 59101	6	3	5,060.00	\$7,858.67
A36916	Mccall Development, Inc. 1560 Mullooney Lane Ste 100 Billings, Mt 59101	6	4	5,060.00	\$7,858.67
A36917	Mccall Development, Inc. 1561 Mullooney Lane Ste 100 Billings, Mt 59101	6	5	5,060.00	\$7,858.67
A36918	Mccall Development, Inc. 1562 Mullooney Lane Ste 100 Billings, Mt 59101	7	1	6,374.00	\$9,899.44
A36919	Mccall Development, Inc. 1563 Mullooney Lane Ste 100 Billings, Mt 59101	7	2	4,937.00	\$7,667.64
A36920	Mccall Development, Inc. 1564 Mullooney Lane Ste 100 Billings, Mt 59101	7	3	4,856.00	\$7,541.84
A36921	Mccall Development, Inc. 1565 Mullooney Lane Ste 100 Billings, Mt 59101	7	4	4,775.00	\$7,416.04
A36922	Mccall Development, Inc. 1566 Mullooney Lane Ste 100 Billings, Mt 59101	7	5	4,694.00	\$7,290.24
A36923	Mccall Development, Inc. 1567 Mullooney Lane Ste 100 Billings, Mt 59101	7	6	4,766.00	\$7,402.06
A36924	Mccall Development, Inc. 1568 Mullooney Lane Ste 100 Billings, Mt 59101	7	7	5,776.00	\$8,970.69
A36925	Mccall Development, Inc. 1569 Mullooney Lane Ste 100 Billings, Mt 59101	7	8	4,536.00	\$7,044.85
A36926	Mccall Development, Inc. 1570 Mullooney Lane Ste 100 Billings, Mt 59101	7	9	4,525.00	\$7,027.77

	Mccall Development, Inc. 1571 Mullooney Lane Ste 100 Billings, Mt 59101	8	1	5,350.00	\$8,309.07
A36927	Mccall Development, Inc. 1572 Mullooney Lane Ste 100 Billings, Mt 59101	8	2	3,600.00	\$5,591.15
A36928	Mccall Development, Inc. 1573 Mullooney Lane Ste 100 Billings, Mt 59101	8	3	4,878.00	\$7,576.01
A36929	Mccall Development, Inc. 1574 Mullooney Lane Ste 100 Billings, Mt 59101	8	4	4,068.00	\$6,318.00
A36930	Mccall Development, Inc. 1575 Mullooney Lane Ste 100 Billings, Mt 59101	8	5	4,156.00	\$6,454.67
A36931	Mccall Development, Inc. 1576 Mullooney Lane Ste 100 Billings, Mt 59101	8	6	4,399.00	\$6,832.08
A36932	Mccall Development, Inc. 1577 Mullooney Lane Ste 100 Billings, Mt 59101	8	7	5,052.00	\$7,846.25
A36933	Mccall Development, Inc. 1578 Mullooney Lane Ste 100 Billings, Mt 59101	8	8	5,197.00	\$8,071.45
A36934	Mccall Development, Inc. 1579 Mullooney Lane Ste 100 Billings, Mt 59101	8	9	5,378.00	\$8,352.56
A36935	Mccall Development, Inc. 1580 Mullooney Lane Ste 100 Billings, Mt 59101	8	10	5,597.00	\$8,692.69
A36936	Mccall Development, Inc. 1581 Mullooney Lane Ste 100 Billings, Mt 59101	8	11	5,667.00	\$8,801.40
A36937	Mccall Development, Inc. 1582 Mullooney Lane Ste 100 Billings, Mt 59101	8	12	6,173.00	\$9,587.27
A36938	Mccall Development, Inc. 1583 Mullooney Lane Ste 100 Billings, Mt 59101	8	13	2,896.00	\$4,497.77
A36939	Mccall Development, Inc. 1584 Mullooney Lane Ste 100 Billings, Mt 59101	8	14	1,840.00	\$2,857.70
A36940	Mccall Development, Inc. 1585 Mullooney Lane Ste 100 Billings, Mt 59101	8	15	1,580.00	\$2,453.89
A36941	Mccall Development, Inc. 1586 Mullooney Lane Ste 100 Billings, Mt 59101	8	16	1,840.00	\$2,857.70
A36942	Mccall Development, Inc. 1587 Mullooney Lane Ste 100 Billings, Mt 59101	8	17	2,652.00	\$4,118.81
A36943	Mccall Development, Inc. 1588 Mullooney Lane Ste 100 Billings, Mt 59101	9	1	6,805.00	\$10,568.83
A36944	Mccall Development, Inc. 1589 Mullooney Lane Ste 100 Billings, Mt 59101	9	2	5,850.00	\$9,085.62
A36945	Mccall Development, Inc. 1590 Mullooney Lane Ste 100 Billings, Mt 59101	9	3	7,150.00	\$11,104.65
A36946	Mccall Development, Inc. 1591 Mullooney Lane Ste 100 Billings, Mt 59101	9	4	5,850.00	\$9,085.62
A36947	Mccall Development, Inc. 1592 Mullooney Lane Ste 100 Billings, Mt 59101	9	5	7,130.00	\$11,073.59
A36948	Mccall Development, Inc. 1593 Mullooney Lane Ste 100 Billings, Mt 59101	9	6	6,906.00	\$10,725.69
A36949	Mccall Development, Inc. 1594 Mullooney Lane Ste 100 Billings, Mt 59101	9	7	5,420.00	\$8,417.79
A36950	Mccall Development, Inc. 1595 Mullooney Lane Ste 100 Billings, Mt 59101	9	8	5,232.00	\$8,125.81
A36951	Mccall Development, Inc. 1596 Mullooney Lane Ste 100 Billings, Mt 59101	9	9	6,054.00	\$9,402.45
A36952	Mccall Development, Inc. 1597 Mullooney Lane Ste 100 Billings, Mt 59101	9	10	4,990.00	\$7,749.96
A36953	Mccall Development, Inc. 1598 Mullooney Lane Ste 100 Billings, Mt 59101	9	11	4,140.00	\$6,429.82
A36954	Mccall Development, Inc. 1599 Mullooney Lane Ste 100 Billings, Mt 59101	9	12	4,140.00	\$6,429.82
A36955	Mccall Development, Inc. 1600 Mullooney Lane Ste 100 Billings, Mt 59101	9	13	3,240.00	\$5,032.04
A36956	Mccall Development, Inc. 1601 Mullooney Lane Ste 100 Billings, Mt 59101	9	14	4,139.00	\$6,428.27
A36957	Mccall Development, Inc. 1602 Mullooney Lane Ste 100 Billings, Mt 59101	9	15	3,207.00	\$4,980.78
A36958	Mccall Development, Inc. 1603 Mullooney Lane Ste 100 Billings, Mt 59101	9	16	3,869.00	\$6,008.93
A36959	Mccall Development, Inc. 1604 Mullooney Lane Ste 100 Billings, Mt 59101	9	17	2,790.00	\$4,333.14
A36960	Mccall Development, Inc. 1605 Mullooney Lane Ste 100 Billings, Mt 59101	9	18	3,467.00	\$5,384.59
A36961	Mccall Development, Inc. 1606 Mullooney Lane Ste 100 Billings, Mt 59101	9	19	4,163.00	\$6,465.55
A36962				#####	\$550,000

SID 1410 Annafeld Parks and Streetlights

Exhibit E Description of Improvements

Prepared by: City of Billings

Special Improvement District No. 1410 shall construct streetlights and park improvements serving Annafeld Subdivision 2nd Filing within the City of Billings.

SID 1410 Parks and Streetlights
Exhibit F Property Market Value and Delinquency
Prepared By: City of Billings

TAX I.D. NUMBER	PREVIOUS SID #	PREVIOUS SID PAY-OFF	SID 1410 DELINQUENT ASSESSMENT	SID 1404 ASSESSMENT	SID PAY-OFF + DELINQUENT + ASSESSMENT	ESTIMATED MARKET VALUE	ESTIMATED MARKET VALUE AFTER IMPROVEMENTS
A36493				\$4,594.06	\$4,594.06		\$4,594.06
A36494				\$9,550.00	\$9,550.00		\$9,550.00
A36495				\$9,695.99	\$9,695.99		\$9,695.99
A36895				\$2,862.36	\$2,862.36		\$2,862.36
A36896				\$2,862.36	\$2,862.36		\$2,862.36
A36897				\$2,862.36	\$2,862.36		\$2,862.36
A36898				\$4,705.89	\$4,705.89		\$4,705.89
A36899				\$46,895.78	\$46,895.78		\$46,895.78
A36900				\$10,944.68	\$10,944.68		\$10,944.68
A36901				\$7,858.67	\$7,858.67		\$7,858.67
A36902				\$7,858.67	\$7,858.67		\$7,858.67
A36903				\$10,295.48	\$10,295.48		\$10,295.48
A36905				\$7,394.30	\$7,394.30		\$7,394.30
A36906				\$7,544.95	\$7,544.95		\$7,544.95
A36907				\$7,695.60	\$7,695.60		\$7,695.60
A36908				\$8,391.39	\$8,391.39		\$8,391.39
A36909				\$9,517.38	\$9,517.38		\$9,517.38
A36910				\$7,680.07	\$7,680.07		\$7,680.07
A36911				\$7,680.07	\$7,680.07		\$7,680.07
A36912				\$7,680.07	\$7,680.07		\$7,680.07
A36913				\$7,683.17	\$7,683.17		\$7,683.17
A36914				\$7,858.67	\$7,858.67		\$7,858.67
A36915				\$7,858.67	\$7,858.67		\$7,858.67
A36916				\$7,858.67	\$7,858.67		\$7,858.67
A36917				\$7,858.67	\$7,858.67		\$7,858.67
A36918				\$9,899.44	\$9,899.44		\$9,899.44
A36919				\$7,667.64	\$7,667.64		\$7,667.64
A36920				\$7,541.84	\$7,541.84		\$7,541.84
A36921				\$7,416.04	\$7,416.04		\$7,416.04
A36922				\$7,290.24	\$7,290.24		\$7,290.24
A36923				\$7,402.06	\$7,402.06		\$7,402.06
A36924				\$8,970.69	\$8,970.69		\$8,970.69
A36925				\$7,044.85	\$7,044.85		\$7,044.85
A36926				\$7,027.77	\$7,027.77		\$7,027.77
A36927				\$8,309.07	\$8,309.07		\$8,309.07
A36928				\$5,591.15	\$5,591.15		\$5,591.15
A36929				\$7,576.01	\$7,576.01		\$7,576.01
A36930				\$6,318.00	\$6,318.00		\$6,318.00
A36931				\$6,454.67	\$6,454.67		\$6,454.67
A36932				\$6,832.08	\$6,832.08		\$6,832.08
A36933				\$7,846.25	\$7,846.25		\$7,846.25
A36934				\$8,071.45	\$8,071.45		\$8,071.45
A36935				\$8,352.56	\$8,352.56		\$8,352.56
A36936				\$8,692.69	\$8,692.69		\$8,692.69
A36937				\$8,801.40	\$8,801.40		\$8,801.40
A36938				\$9,587.27	\$9,587.27		\$9,587.27
A36939				\$4,497.77	\$4,497.77		\$4,497.77
A36940				\$2,857.70	\$2,857.70		\$2,857.70
A36941				\$2,453.89	\$2,453.89		\$2,453.89
A36942				\$2,857.70	\$2,857.70		\$2,857.70
A36943				\$4,118.81	\$4,118.81		\$4,118.81
A36944				\$10,568.83	\$10,568.83		\$10,568.83
A36945				\$9,085.62	\$9,085.62		\$9,085.62
A36946				\$11,104.65	\$11,104.65		\$11,104.65
A36947				\$9,085.62	\$9,085.62		\$9,085.62
A36948				\$11,073.59	\$11,073.59		\$11,073.59
A36949				\$10,725.69	\$10,725.69		\$10,725.69
A36950				\$8,417.79	\$8,417.79		\$8,417.79
A36951				\$8,125.81	\$8,125.81		\$8,125.81
A36952				\$9,402.45	\$9,402.45		\$9,402.45
A36953				\$7,749.96	\$7,749.96		\$7,749.96
A36954				\$6,429.82	\$6,429.82		\$6,429.82
A36955				\$6,429.82	\$6,429.82		\$6,429.82
A36956				\$5,032.04	\$5,032.04		\$5,032.04
A36957				\$6,428.27	\$6,428.27		\$6,428.27
A36958				\$4,980.78	\$4,980.78		\$4,980.78
A36959				\$6,008.93	\$6,008.93		\$6,008.93
A36960				\$4,333.14	\$4,333.14		\$4,333.14
A36961				\$5,384.59	\$5,384.59		\$5,384.59
A36962				\$6,465.55	\$6,465.55		\$6,465.55
AVERAGE	#DIV/0!	\$0.00	\$7,857.14	\$7,857.14	\$7,857.14	#DIV/0!	\$7,857.14
MEDIAN	#NUM!	\$0.00	\$7,680.07	\$7,680.07	\$7,680.07	#NUM!	\$7,680.07
LOW	\$0.00	\$0.00	\$2,453.89	\$2,453.89	\$2,453.89	\$0.00	\$2,453.89
HIGH	\$0.00	\$0.00	\$46,895.78	\$46,895.78	\$46,895.78	\$0.00	\$46,895.78

Regular City Council Meeting

Meeting Date: 01/27/2020

TITLE: W.O. 20-35 Rims Waterline Replacement Emergency Resolution

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

Over the last few weeks, the water main that supplies water to the area on top of the rims has had several leaks. The waterline is the sole supply for the airport and adjacent areas. The main was installed in 1955 and is in a tunnel up through the Rimrocks. Staff is currently developing options for repairing or replacing the waterline.

Due to the difficult construction methods that will be required, the lack of redundancy for the waterline, the potential for additional issues during construction, and the urgency of getting the repair or replacement complete, it is the City Staff's recommendation that an emergency resolution be approved. Section 7-5-4302, MCA, requires advertising for competitive bids and accepting the lowest responsive bid. Competitive bidding is impractical because the time to advertise and analyze bids and award a contract would require several weeks before the work could begin. Section 7-5-4303, MCA, allows cities to declare an emergency and waive the requirement for advertising and competitive bidding when ¾ of the Council members present at the meeting declare an emergency.

In addition, City staff is asking to have the City Administrator be given the signing authority to enter into the construction contracts necessary to accomplish the work described in this emergency resolution. While there are still several unknowns about the work that is needed, City staff is anticipating the cost of the initial work to be approximately \$250,000. The actual cost of the work may be significantly more depending on unknown conditions or situations that may be encountered.

ALTERNATIVES ANALYZED

City Council may:

- Approve the emergency resolution for the rims waterline and give the City Administrator signing authority, or;
- Disapprove the emergency resolution for the rims waterline and do not give the City Administrator signing authority. If the resolution and signing authority are not approved, the time to construct a reliable water supply for the area will be delayed.

FINANCIAL IMPACT

The estimate to perform the initial work is approximately \$250,000 although there are several unknown conditions that will not be known until construction begins so the cost may be significantly more. Water funds allocated for water rehabilitation projects will be used for the work.

RECOMMENDATION

Staff recommends that Council adopt a resolution declaring an emergency and grant the City Administrator the signing authority to repair or replace the rims waterline.

APPROVED BY CITY ADMINISTRATOR

Attachments

Emergency Resolution

RESOLUTION 20-_____

**A RESOLUTION DECLARING AN EMERGENCY
AND WAIVING THE REQUIREMENT FOR COMPETITIVE BIDS
AS CONTAINED IN 7-5-4302 AND 7-5-4303 MCA**

WHEREAS, the water main serving the airport and adjacent area is failing, and

WHEREAS, 7-5-4302 MCA requires cities to advertise for competitive bids and to award the bid to the lowest responsive bidder, and

WHEREAS, competitive bidding requires an advertising and award process that would delay the repair, and

WHEREAS, 7-5-4303 MCA allows cities to waive the competitive bidding requirements if $\frac{3}{4}$ of the members present at the meeting of the City Council declare an emergency.

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

1. EMERGENCY DELCARED. The waterline repair or replacement is declared an emergency due to the unanticipated event, the necessity to get it repaired expeditiously due to lack of redundancy, and the potential for unknown conditions during the construction.
2. COMPETITIVE BIDDING WAIVED. Due to the declared emergency, the City Council waives the competitive bidding requirements for rock stabilization or removal and repairing the road as permitted by 7-5-4303 MCA.

APPROVED by at least $\frac{3}{4}$ of the members present at the meeting of the City Council of the City of Billings, Montana, on the 27th day of December, 2020.

CITY OF BILLINGS

By: _____
William A. Cole, Mayor

ATTEST:

By: _____
Denise R. Bohlman, City Clerk

Regular City Council Meeting

Meeting Date: 01/27/2020

TITLE: Resolution Establishing Compliance with Reimbursement under Internal Revenue Code for Airport Construction Projects

PRESENTED BY: Andy Zoeller, Finance Director

Department: Finance

Presentation: No

PROBLEM/ISSUE STATEMENT

The City will be selling bonds to finance portions of the construction projects at the airport. The City needs to expend monies related to the projects before funds are available from the bond sale proceeds. Under IRS rules, the attached resolution must be adopted in order for the City to reimburse those pre-sale expenses from the bond sale proceeds.

The expansion is divided into 5 phases lasting approximately 4 years. The City plans to issue bonds in Spring of 2020 to pay for the work.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the resolution and proceed with the projects with the ability to reimburse expenses when the bonds are sold; or
- Not approve the resolution, in which case the City will have to suspend certain areas of work until bonds sell or will have to find alternative ways to pay for the expenses incurred prior to the bond sale.

FINANCIAL IMPACT

This Resolution will not result in additional costs to the projects.

RECOMMENDATION

Staff recommends that the City Council approve the attached resolution that will allow the City to reimburse expenses related to projects at the airport that it will incur prior to issuing bonds for the project.

APPROVED BY CITY ADMINISTRATOR

Attachments

resolution

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of a Resolution No. _____ entitled: "RESOLUTION RELATING TO THE FINANCING OF PROPOSED AIRPORT IMPROVEMENTS; ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on January 27, 2020, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

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

WITNESS my hand and seal officially this 27th day of January, 2020.

(SEAL)

City Clerk

RESOLUTION NO. _____

RESOLUTION RELATING TO THE FINANCING OF
PROPOSED AIRPORT IMPROVEMENTS; ESTABLISHING
COMPLIANCE WITH REIMBURSEMENT BOND
REGULATIONS UNDER THE INTERNAL REVENUE CODE

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

Section 1. Recitals.

1.01 The United States Department of Treasury has promulgated final regulations governing the use of proceeds of tax-exempt bonds, all or a portion of which are to be used to reimburse the City for project expenditures paid by the City prior to the date of issuance of such bonds. Those regulations (Treasury Regulations, Section 1.150-2) (the “Regulations”) require that the City adopt a statement of official intent to reimburse an original expenditure not later than 60 days after payment of the original expenditure. The Regulations also generally require that bonds be issued and the reimbursement allocation be made from the proceeds of such bonds within 18 months (or three years, if the reimbursement bond issue qualifies for the “small issuer” exception from the arbitrage rebate requirement) after the later of (i) the date the expenditure is paid or (ii) the date the project is placed in service or abandoned, but (unless the issue qualifies for the “small issuer” exception from the arbitrage rebate requirement) in no event more than three years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of the bonds.

1.02 The City desires to comply with requirements of the Regulations with respect to certain projects hereinafter identified.

Section 2. Official Intent Declaration.

2.01 The City proposes to undertake certain improvements to the Billings Logan International Airport, generally consisting of the design, construction and equipping of an expansion to and reconfiguration of the existing airport terminal, including adding restrooms and food and gift concessions; relocating and enlarging the security screening area, upgrading the security data system; increasing the number of loading bridges and accompanying holdrooms; enhancing the public use areas; and related improvements (collectively, the “Project”).

2.02 Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds (as hereinafter defined), (ii) expenditures permitted to be reimbursed under the transitional provision contained in Section 1.150-2(j)(2) of the Regulations, (iii) expenditures constituting preliminary expenditures within the meaning of Section 1.150-2(f)(2) of the Regulations, or (iv) expenditures in a “de minimus” amount (as defined in Section 1.150-2(f)(1) of the Regulations), no expenditures for the Project have heretofore been paid by the City and no expenditures will be paid by the City until after the date of this Resolution.

2.03 The City reasonably expects to reimburse some or all of the expenditures made for costs of the Project out of proceeds of bonds to be issued in one or more series in an

estimated maximum aggregate principal amount of \$25,000,000 (the “Bonds”) after the date of payment of all or a portion of the costs of the Project. All reimbursed expenditures shall be capital expenditures, a cost of issuance of the Bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations.

Section 3. Budgetary Matters. As of the date hereof, there are no City funds reserved, allocated on a long-term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside) to provide permanent financing for the expenditures related to the Project, other than pursuant to the issuance of the Bonds. The statement of intent contained in this resolution, therefore, is determined to be consistent with the City’s budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof.

Section 4. Reimbursement Allocations. The City Finance Director shall be responsible for making the “reimbursement allocations” described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Bonds to reimburse the source of temporary financing used by the City to make prior payment of the costs of the Project. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the Bonds or the Project and shall specifically identify the actual original expenditure being reimbursed.

PASSED AND APPROVED by the City Council of the City of Billings, Montana, this 27th day of January, 2020.

Mayor

Attest: _____
City Clerk

(SEAL)

Regular City Council Meeting

Meeting Date: 01/27/2020

TITLE: Second and Final Reading of Ordinance Amending BMCC 24-503 for Parade Routes

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

Billings, Montana City Code, (BMCC) Section 24-503 establishes the routes for parades in downtown, downtown-Daylis, and the heights. The current parade routes were reviewed by staff based primarily on concerns about traffic impacts. The downtown and downtown-Daylis routes both staged on the east side of N. 27th Street and proceeded west across N. 27th Street. The existing route not only closes N. 27th Street which is a high volume arterial, but it also impacts the operations of the MET Downtown Transfer Center located on N. 25th Street between 2nd Avenue North and 3rd Avenue North. Both of these impacts are detrimental to the general public as well as people trying to attend the parade and creates unnecessary congestion. The proposed route is completely on the west side of N. 27th Street. The heights route was modified to create a staging area west of Lake Elmo instead of the current staging area on the east side. Allowing Lake Elmo Drive to remain open during the parade will help with congestion in the area.

A public hearing was held January 13, 2020 and city council approved the first reading of the ordinance change. Approval of second reading is required for the ordinance change to be adopted.

ALTERNATIVES ANALYZED

City Council may:

- Approve the amendment to City Code, or;
- Disapprove the amendment to City Code. If the code is not changed, the existing parade routes will remain in effect and the impact to traffic, including MET Transit, will not be improved.

FINANCIAL IMPACT

There is not a financial impact associated with this ordinance revision.

RECOMMENDATION

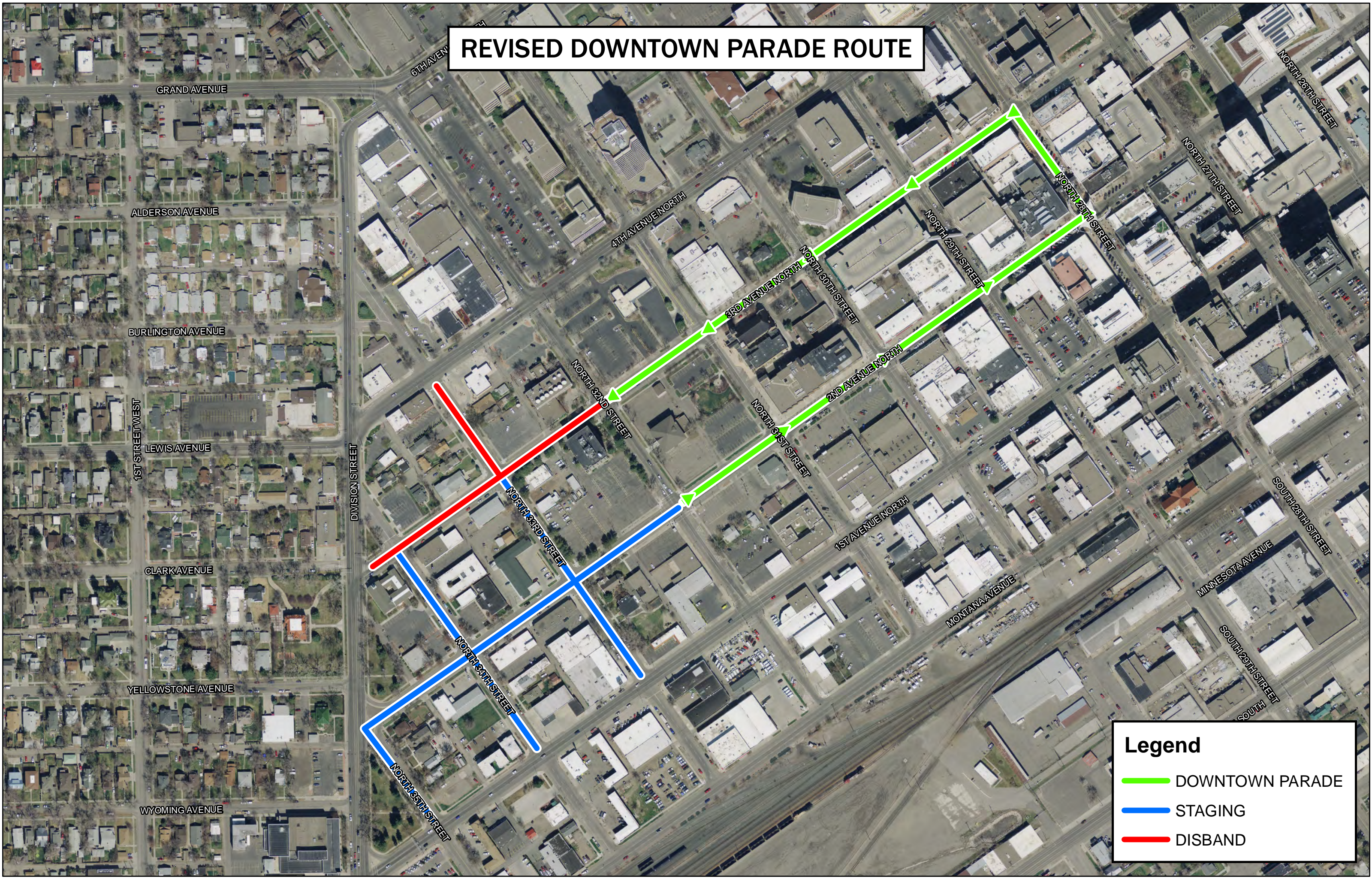
Staff recommends that the City Council approve second reading of this ordinance amending BMCC, Section 24-503.

APPROVED BY CITY ADMINISTRATOR




Attachments

Proposed Parade Route Exhibit
Proposed 24-503 Parade Routes

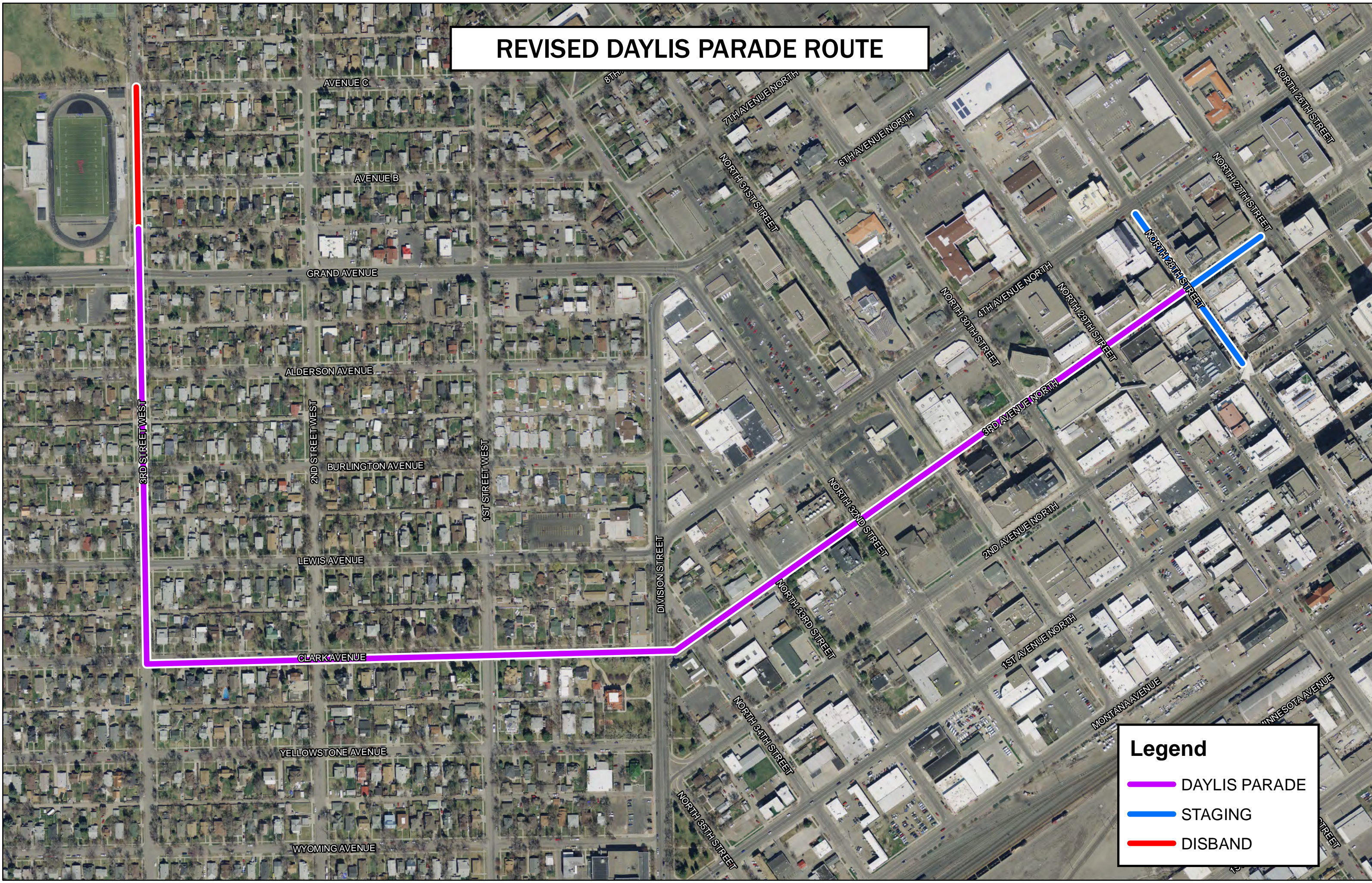
REVISED DOWNTOWN PARADE ROUTE



Legend

-  DOWNTOWN PARADE
-  STAGING
-  DISBAND

REVISED DAYLIS PARADE ROUTE



3RD STREET WEST

2ND STREET WEST

1ST STREET WEST

DIVISION STREET

AVENUE C

AVENUE B

GRAND AVENUE

ALDERSON AVENUE

BURLINGTON AVENUE

LEWIS AVENUE

CLARK AVENUE

YELLOWSTONE AVENUE

WYOMING AVENUE

8TH

7TH AVENUE NORTH

6TH AVENUE NORTH

NORTH 31ST STREET

NORTH 30TH STREET

NORTH 29TH STREET

NORTH 28TH STREET

NORTH 27TH STREET

NORTH 26TH STREET

NORTH 32ND STREET

2ND AVENUE NORTH

NORTH 33RD STREET

1ST AVENUE NORTH

NORTH 34TH STREET

MONTANA AVENUE

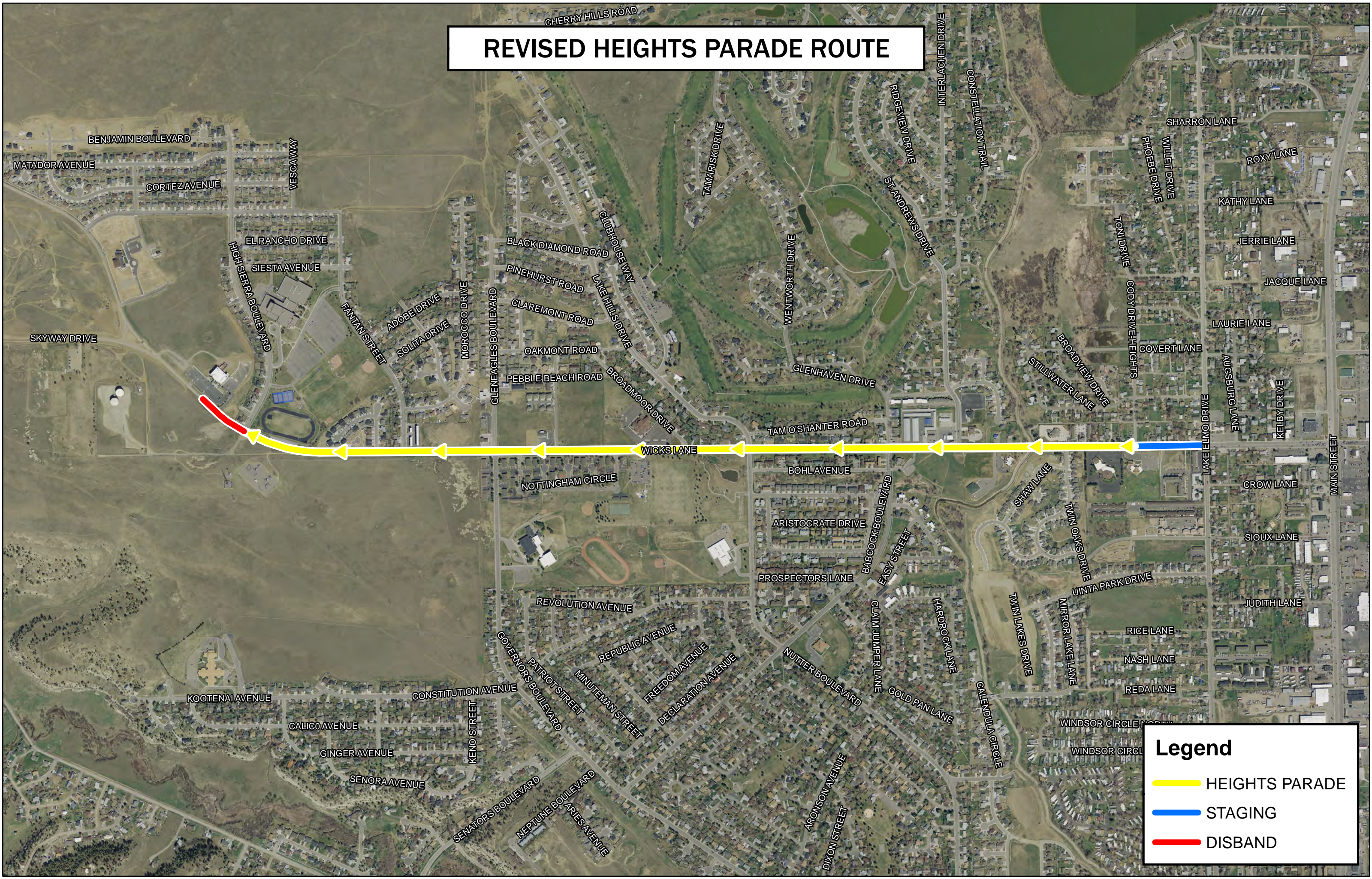
NORTH 35TH STREET

MINNESOTA AVENUE

Legend

- DAYLIS PARADE
- STAGING
- DISBAND

REVISED HEIGHTS PARADE ROUTE



Legend

- HEIGHTS PARADE
- STAGING
- DISBAND

Sec. 24-503. - Established parade routes.

(a) *Downtown parade route.*

- (1) *Staging area.* Staging shall be conducted on ~~Third Avenue North between North 22nd Street and North 27th Street.~~ 2nd Avenue North between North 32nd Street and Division Street. Additional staging shall include North 33rd and North 34th between 3rd Avenue North and 1st Avenue North, and North 35th Street between 2nd Avenue North and 1st Avenue North.
- (2) *Route of travel.* Route of travel shall commence from the staging area and travel ~~west on Third Avenue North to North 32nd Street; then travel south on North 32nd Street to Second Avenue North; then travel east on Second Avenue North to North 26th Street.~~ east on 2nd Avenue North to North 28th Street; then travel north on North 28th Street to 3rd Avenue North; then travel west on 3rd Avenue North to North 32nd Street.
- (3) *Disband area.* Disbanding shall be conducted on 3rd Avenue North between North 32nd and Division Street and on North 33rd Street from 3rd Avenue North to 4th Avenue North. ~~North 26th Street between Third Avenue North and First Avenue North.~~

(b) *Downtown—Daylis parade route.*

- (1) *Staging area.* Staging shall be conducted on ~~Third-3rd Avenue North between North 27th Street and North 28th Street, and North 28th Street between 2nd Avenue North and 4th Avenue North.~~ 22nd Street and North 27th Street.
- (2) *Route of travel.* Route of travel shall commence from the staging area and travel west on ~~Third-3rd Avenue North to division~~ Division Street; cross ~~Division Street~~ on to Clark ~~Street~~ Avenue; then travel west on Clark ~~Street Avenue~~ to ~~Third-3rd~~ Street West; then travel north on ~~Third-3rd~~ Street West to Daylis Stadium.
- (3) *Disbanding area.* Disbanding area shall be conducted at Daylis Stadium and ~~Third-3rd~~ Street West north of Grand Avenue.

(c) *Heights parade route.*

- (1) *Staging area.* Staging area shall be conducted on Wicks Lane between ~~Kelby-Cody Drive~~ and Lake Elmo ~~Drive~~ Road.
- (2) *Route of travel.* Route of travel shall commence from the staging area and travel west on Wicks Lane to High Sierra Boulevard.
- (3) *Disbanding area.* Disbanding area shall be conducted at Wicks Lane and High Sierra Boulevard.

(Ord. No. 88-4755, § 4, 2-22-88)

Consent 1. L. 1.

Regular City Council Meeting

Meeting Date: 01/27/2020

TITLE: Payment of Claims for the week of December 23, 2019

PRESENTED BY: Andy Zoeller, Finance Director

Department: Finance

Presentation: No

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$5,511,881.46 have been audited and are presented for City Council payment approval. A complete listing of the claims for the week are available in the Finance Department.

ALTERNATIVES ANALYZED

No other alternatives were analyzed.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends Council approve the Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

councilmemo_12232019

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/23/2019	829333	Cummins Rocky Mt	Transit	\$ 35,974.76	38-18399
12/23/2019	829333	Cummins Rocky Mt	Transit	\$ 30,895.84	38-18207
12/23/2019	829333	Cummins Rocky Mt	Transit	\$ (625.00)	38-18548
12/23/2019	829333	Cummins Rocky Mt	Transit	\$ (5,125.00)	38-18584
12/23/2019	829333	Cummins Rocky Mt	Transit	\$ 4,352.70	38-18403
12/23/2019	829335	A & E Architects	Water	\$ 7,898.68	WO 19-16 Belknap Office Remodel; 1900605
12/23/2019	829335	A & E Architects	Wastewater	\$ 1,852.78	WO 19-16 Belknap Office Remodel; 1900605
12/23/2019	829336	A & I Distributors	Water	\$ 108.84	WATER PARTS AND SUPPLIES PO NUM 309275
12/23/2019	829336	A & I Distributors	Transit	\$ (92.95)	3381462
12/23/2019	829336	A & I Distributors	Fleet	\$ 63.90	3382577 PO NUM 309037
12/23/2019	829336	A & I Distributors	Fleet	\$ 92.95	3382418 PO NUM 309037
12/23/2019	829336	A & I Distributors	Fleet	\$ 1,947.32	3382577 PO NUM 309037
12/23/2019	829336	A & I Distributors	Solid Waste	\$ 83.88	3387698
12/23/2019	829336	A & I Distributors	Street/Traffic	\$ 557.70	3395269
12/23/2019	829336	A & I Distributors	Public Safety	\$ 39.79	3391257
12/23/2019	829336	A & I Distributors	Public Safety	\$ -	3384970: DRUM DEPOSIT \$35.00 & CREDIT RETURN
12/23/2019	829336	A & I Distributors	Public Safety	\$ 92.95	3384963: 55 GAL DEF FOR FIRE DEPARTMENT
12/23/2019	829336	A & I Distributors	Street/Traffic	\$ 40.34	3391257
12/23/2019	829336	A & I Distributors	Solid Waste	\$ 39.79	3391257
12/23/2019	829336	A & I Distributors	Fleet	\$ 574.31	3391257 PO NUM 309037
12/23/2019	829336	A & I Distributors	Fleet	\$ 2,370.16	3395571 PO NUM 309037
12/23/2019	829336	A & I Distributors	Fleet	\$ 2,532.84	3391257 PO NUM 309037
12/23/2019	829336	A & I Distributors	Solid Waste	\$ 1,498.87	Oil and DEF for the Landfill equipment 3392281
12/23/2019	829338	AD Creative Group	General	\$ 3,100.00	Municipal Branding and Departments Sub-Branding
12/23/2019	829338	AD Creative Group	Airport	\$ 3,160.00	Invoice #44570. Re-name & Brand Identity
12/23/2019	829338	AD Creative Group	Airport	\$ 698.40	Invoice #45077. Printing of Baggage Claim Duratrans
12/23/2019	829349	Archie Cochrane	Public Safety	\$ (400.00)	5306987
12/23/2019	829349	Archie Cochrane	Public Safety	\$ 346.44	5307243
12/23/2019	829349	Archie Cochrane	Public Safety	\$ 276.92	5306631
12/23/2019	829349	Archie Cochrane	Public Safety	\$ 194.05	5307063
12/23/2019	829349	Archie Cochrane	Public Safety	\$ 18.50	5307160
12/23/2019	829349	Archie Cochrane	Public Safety	\$ 340.78	5307323
12/23/2019	829349	Archie Cochrane	Public Safety	\$ 18.76	5306696
12/23/2019	829349	Archie Cochrane	Public Safety	\$ 129.82	5306707
12/23/2019	829349	Archie Cochrane	Public Safety	\$ 56.19	5306868
12/23/2019	829349	Archie Cochrane	Public Safety	\$ 118.66	5306671
12/23/2019	829349	Archie Cochrane	Public Safety	\$ 118.66	5306915
12/23/2019	829349	Archie Cochrane	Public Safety	\$ 148.96	5307048
12/23/2019	829349	Archie Cochrane	Public Safety	\$ 13.16	5307091

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/23/2019	829349	Archie Cochrane	Public Safety	\$ (74.69)	5307331
12/23/2019	829349	Archie Cochrane	Public Safety	\$ (80.00)	5306908
12/23/2019	829349	Archie Cochrane	Public Safety	\$ (80.00)	5308319
12/23/2019	829349	Archie Cochrane	Public Safety	\$ 3,341.13	5306749
12/23/2019	829349	Archie Cochrane	Building	\$ 135.31	5307396
12/23/2019	829349	Archie Cochrane	Public Safety	\$ 62.34	5307600
12/23/2019	829349	Archie Cochrane	Public Safety	\$ 95.63	5307789
12/23/2019	829349	Archie Cochrane	Public Safety	\$ 63.48	5308139
12/23/2019	829349	Archie Cochrane	Public Safety	\$ 215.34	5307681
12/23/2019	829349	Archie Cochrane	Library	\$ 195.67	5308043
12/23/2019	829349	Archie Cochrane	Public Safety	\$ 100.70	5307680
12/23/2019	829349	Archie Cochrane	Public Safety	\$ 34.24	5307706
12/23/2019	829349	Archie Cochrane	Public Safety	\$ 165.78	5308124
12/23/2019	829349	Archie Cochrane	Fleet	\$ 397.02	5307706 PO NUM 309562
12/23/2019	829349	Archie Cochrane	Property Ins	\$ 4,454.60	Inv. #848734 BPD Car 1411
12/23/2019	829357	Big Sky Fire	Airport	\$ 111,030.36	Self-Contained Breathing Apparatus - Federal Share
12/23/2019	829357	Big Sky Fire	Airport	\$ 12,336.71	Self-Contained Breathing Apparatus- Local Share
12/23/2019	829362	Billings Gazette	General	\$ 2,039.00	102-60001620 October 2019
12/23/2019	829362	Billings Gazette	Water	\$ 1,475.00	102-60001620 October 2019
12/23/2019	829362	Billings Gazette	Building	\$ 1,188.00	102-60001620- September 2019
12/23/2019	829362	Billings Gazette	General	\$ (149.10)	102-60001620 October 2019
12/23/2019	829362	Billings Gazette	General	\$ 1,329.00	102-60001620 - November 2019
12/23/2019	829362	Billings Gazette	General	\$ 1,329.00	102-60001620- September 2019
12/23/2019	829367	Boingo LLC	Airport	\$ 3,000.00	Invoice #1502397. Quarter 4 of 2019 Management Fees
12/23/2019	829368	Border States Electric	Wastewater	\$ 201.66	918872861; AFT FLOW METER
12/23/2019	829368	Border States Electric	Wastewater	\$ 123.88	918873324; CP100 1/0 INSTALL
12/23/2019	829368	Border States Electric	Wastewater	\$ 148.39	918882882; CONDUIT FOR CP100
12/23/2019	829368	Border States Electric	Water	\$ 10.53	918948168; H 5 VFD PROJECT
12/23/2019	829368	Border States Electric	Wastewater	\$ 1,886.00	Replacement power monitor displays-WRF Switch Gear
12/23/2019	829368	Border States Electric	Wastewater	\$ 52.85	PPE FOR E-4
12/23/2019	829368	Border States Electric	Water	\$ 52.84	PPE FOR E-4
12/23/2019	829368	Border States Electric	Water	\$ 364.92	918900957; H-5 VFD
12/23/2019	829368	Border States Electric	Water	\$ 103.73	918948338; PPE FOR RUSH
12/23/2019	829368	Border States Electric	Wastewater	\$ 203.77	918920323; FLOW METER B-5 AFT
12/23/2019	829368	Border States Electric	Wastewater	\$ 103.73	918948338; PPE FOR RUSH
12/23/2019	829368	Border States Electric	Water	\$ 253.64	918863927; INSTRUMENT WIRE FOR H5 VFD
12/23/2019	829368	Border States Electric	Water	\$ 109.74	918977552; FOR CHEMICAL BUILDING UNIT HEATERS
12/23/2019	829368	Border States Electric	Water	\$ 65.08	918891668; CLEAR WELL FLOOD LIGHT
12/23/2019	829368	Border States Electric	Water	\$ 124.19	919005273; FILTER GALLERY SHOP

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/23/2019	829368	Border States Electric	Wastewater	\$ 94.80	918985167; AFT EFFLUENT FLOW METER
12/23/2019	829368	Border States Electric	Wastewater	\$ 18.07	918985437; WRF LAB
12/23/2019	829368	Border States Electric	Water	\$ 200.69	919004486; CHEMICAL BUILDING HEATER
12/23/2019	829368	Border States Electric	Wastewater	\$ 1,820.32	REPAIR OF RELAY SWITCHES FOR WRF BOXCAR
12/23/2019	829368	Border States Electric	Water	\$ 54.71	PARTS FOR NEW TURBS
12/23/2019	829368	Border States Electric	Wastewater	\$ 968.05	LADDER TRAY-WRF SWITCH GEAR VAULT CABLING
12/23/2019	829368	Border States Electric	Wastewater	\$ 32.27	918892858; FLOW METER B-5 AFT
12/23/2019	829368	Border States Electric	Water	\$ 4,284.06	NEW CONTROL SYSTEM MANAGEMENT SOFTWARE
12/23/2019	829368	Border States Electric	Wastewater	\$ 423.82	918864837; NETWORK PROJECT IN BIO MCC BUILDING
12/23/2019	829369	Brenntag Pacific Inc	Street/Traffic	\$ 6,392.42	hicothaw liquid used to melt snow on streets
12/23/2019	829369	Brenntag Pacific Inc	Water	\$ 1,241.85	SODIUM HYPOCHLORITE
12/23/2019	829370	Brownson Const	Property Ins	\$ 8,365.50	Inv. 11710 Overhead Garage Door at the Library
12/23/2019	829372	Business Tax Section	Airport	\$ 217.22	AIP-62 Terminal Expansion Const Phase 2 - Local Share
12/23/2019	829372	Business Tax Section	Airport	\$ 1,955.01	AIP-62 Terminal Expansion Const Phase 2 - Federal Share
12/23/2019	829372	Business Tax Section	Airport	\$ 183.77	AIP-62 Terminal Expansion Const Phase 2-Ineligible Share
12/23/2019	829372	Business Tax Section	General	\$ 54.60	Finance remodel
12/23/2019	829372	Business Tax Section	Property Ins	\$ 84.50	Inv. 11710
12/23/2019	829372	Business Tax Section	Storm Sewer	\$ 8.82	WO 19-23 Lincoln Ln Storm Drain Improve- Castlerock
12/23/2019	829372	Business Tax Section	Water	\$ 1,090.40	WO 19-47 Centennial Park Irrigation Pump; 2 WO1947 COP
12/23/2019	829372	Business Tax Section	Water	\$ 1,904.48	WO 19-01 Southside Triangle Water Line Replacement
12/23/2019	829372	Business Tax Section	Airport	\$ 74.10	Retainage Release
12/23/2019	829372	Business Tax Section	Solid Waste	\$ 26,421.54	WO 17-12 Landfill Reconfiguration;9 WO1712 Swank Entpr
12/23/2019	829372	Business Tax Section	Airport	\$ 716.85	Commercial Concrete Apron Project - Federal Share
12/23/2019	829372	Business Tax Section	Airport	\$ 79.65	Commercial Concrete Apron Project - Local Share
12/23/2019	829376	Century Link	Phone System	\$ 2,862.93	Main Centrex line
12/23/2019	829377	Century Link	Engineering	\$ 113.15	406-259-7758 Measured Lines Depot
12/23/2019	829377	Century Link	Airport	\$ 45.66	406-245-5834 Airport Alarm
12/23/2019	829377	Century Link	P.W. Admin	\$ 75.44	406-259-7758 Measured Lines Depot
12/23/2019	829377	Century Link	EOC 911	\$ 311.26	406-245-7101 9-1-1 Center Landfill #2
12/23/2019	829377	Century Link	Phone System	\$ 65.01	Library 6 lines
12/23/2019	829377	Century Link	EOC 911	\$ 45.65	406-245-3107 911
12/23/2019	829377	Century Link	Public Safety	\$ 45.66	406-245-7481 Police
12/23/2019	829377	Century Link	Radio	\$ 311.26	406-248-3636 Fire Airport Radio Tower Jellison
12/23/2019	829377	Century Link	Public Safety	\$ 118.32	406-373-3742 Fire RR Crossing Alarm
12/23/2019	829377	Century Link	EOC 911	\$ 45.97	406-245-2296 911
12/23/2019	829377	Century Link	EOC 911	\$ 311.26	406-245-7102 9-1-1 Center Fox Reservoir #2
12/23/2019	829377	Century Link	Water	\$ 39.44	406-245-3659 PUD Alarm Water Tower
12/23/2019	829377	Century Link	Public Safety	\$ 119.32	406-245-7469 Fire
12/23/2019	829377	Century Link	Radio	\$ 311.26	406-248-3635 Fire Airport Radio Tower WCK

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/23/2019	829377	Century Link	EOC 911	\$ 45.65	406-245-3108 911
12/23/2019	829377	Century Link	Phone System	\$ 228.20	406-248-3049 Main System T1 City/County Tie
12/23/2019	829377	Century Link	Street/Traffic	\$ 53.60	406-259-3298 PW Traffic 3728 McDougall
12/23/2019	829377	Century Link	Wastewater	\$ 41.74	406-259-2328 PUD Sahara Sand Lift Station
12/23/2019	829377	Century Link	Solid Waste	\$ 53.60	406-256-7001 Solid Waste Scale House
12/23/2019	829377	Century Link	Library	\$ 195.02	Library 6 lines
12/23/2019	829377	Century Link	General	\$ 49.32	monthly phone charges 406-248-9851 dec19
12/23/2019	829383	Cop Construction Co	Water	\$ 107,949.60	WO 19-47 Centennial Park Irrigation Pump; 2 WO1947 COP
12/23/2019	829385	Creative Monograms	Wastewater	\$ 1,028.00	WINTER CLOTHING
12/23/2019	829385	Creative Monograms	Water	\$ 1,228.50	WINTER CLOTHING
12/23/2019	829385	Creative Monograms	Water	\$ 483.00	WINTER CLOTHING
12/23/2019	829385	Creative Monograms	Wastewater	\$ 498.80	WINTER CLOTHING
12/23/2019	829385	Creative Monograms	Water	\$ 748.20	WINTER CLOTHING
12/23/2019	829399	Empire Garage Owners	Parking	\$ 8,604.61	12182019 City of Billings December Assessment
12/23/2019	829400	Empire Heating & Cooling	Airport	\$ 7,336.75	Invoice #19-000281-RR-F. Retainage Release
12/23/2019	829406	Fischer Commercial Flooring	General	\$ 1,505.00	Vault Remodel
12/23/2019	829406	Fischer Commercial Flooring	General	\$ 5,405.40	Finance remodel
12/23/2019	829406	Fischer Commercial Flooring	Facilities	\$ 29.75	Inv. 4302 Fix carpet in Municipal Court
12/23/2019	829414	Galles Filter Service	Water	\$ 276.64	WATER PARTS AND SUPPLIES PO NUM 309265
12/23/2019	829414	Galles Filter Service	Water	\$ 12.20	WATER PARTS AND SUPPLIES PO NUM 309266
12/23/2019	829414	Galles Filter Service	Water	\$ 275.32	WATER PARTS AND SUPPLIES PO NUM 309268
12/23/2019	829414	Galles Filter Service	Water	\$ 239.34	WATER PARTS AND SUPPLIES PO NUM 309264
12/23/2019	829414	Galles Filter Service	Water	\$ 10.94	WATER PARTS AND SUPPLIES PO NUM 309269
12/23/2019	829414	Galles Filter Service	Water	\$ 47.86	WATER PARTS AND SUPPLIES PO NUM 309274
12/23/2019	829414	Galles Filter Service	Solid Waste	\$ 13.08	Filters for Landfill Equipment P91977-02
12/23/2019	829414	Galles Filter Service	Fleet	\$ 351.01	P-92433.01 PO NUM 309040
12/23/2019	829414	Galles Filter Service	Fleet	\$ 240.65	P-92527.01 PO NUM 309040
12/23/2019	829414	Galles Filter Service	Solid Waste	\$ 24.80	Filters for Landfill equipment T86268
12/23/2019	829414	Galles Filter Service	Fleet	\$ 278.33	P-92353.01 PO NUM 309040
12/23/2019	829414	Galles Filter Service	Fleet	\$ 192.72	P-92559.01 PO NUM 309040
12/23/2019	829414	Galles Filter Service	Fleet	\$ 101.38	P-92124.01 PO NUM 309040
12/23/2019	829414	Galles Filter Service	Fleet	\$ 235.70	P-92047.01 PO NUM 309040
12/23/2019	829414	Galles Filter Service	Fleet	\$ 107.88	P-92237.01 PO NUM 309040
12/23/2019	829414	Galles Filter Service	Fleet	\$ 333.51	P-92282.01 PO NUM 309040
12/23/2019	829414	Galles Filter Service	Water	\$ 103.93	NONSTOCKING ITEMS-P.U.D.
12/23/2019	829414	Galles Filter Service	Transit	\$ 40.46	P-92223-01
12/23/2019	829414	Galles Filter Service	Transit	\$ 196.94	P-92223-01 PO NUM 309040
12/23/2019	829414	Galles Filter Service	Water	\$ 138.32	WATER PARTS AND SUPPLIES PO NUM 309256
12/23/2019	829414	Galles Filter Service	Water	\$ 360.57	NONSTOCKING ITEMS-P.U.D.

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/23/2019	829414	Galles Filter Service	Solid Waste	\$ 336.84	Filters for Landfill Equipment P92281-01
12/23/2019	829414	Galles Filter Service	Solid Waste	\$ 246.75	Filters for Landfill Equipment P92123-01
12/23/2019	829414	Galles Filter Service	Transit	\$ 203.22	P-92526-01 PO NUM 309040
12/23/2019	829414	Galles Filter Service	Transit	\$ 15.85	P-92526-01
12/23/2019	829414	Galles Filter Service	Solid Waste	\$ 120.68	Filters for Landfill Equipment P92431-01
12/23/2019	829414	Galles Filter Service	Street/Traffic	\$ 24.06	P-92127.01
12/23/2019	829414	Galles Filter Service	Street/Traffic	\$ 117.44	P-91473.01
12/23/2019	829414	Galles Filter Service	Fleet	\$ 51.56	P-92125.01
12/23/2019	829414	Galles Filter Service	Public Safety	\$ 58.72	P-91473.01
12/23/2019	829414	Galles Filter Service	Public Safety	\$ 54.59	P-92082.01
12/23/2019	829415	Gillig Corporation	Transit	\$ 3,389.88	40640739
12/23/2019	829421	HDR, Inc.	Solid Waste	\$ 53,502.39	WO 17-12 Landfill Drop-off Facility; C/O #2; 1200234096/29
12/23/2019	829421	HDR, Inc.	Water	\$ 15,508.60	WO 18-22 Leavens Reservoir Expansion & Zone 1;
12/23/2019	829421	HDR, Inc.	Water	\$ 1,603.29	WO 18-22 WTF High Service Pump H2-2 Replacement
12/23/2019	829421	HDR, Inc.	Arterial Streets	\$ 2,733.82	WO 19-38 Monad 19th - 20th Connection; 1200234104/7
12/23/2019	829422	High Point Networks LLC	Phone System	\$ 7,367.85	Qty.170 licenses to client connect officers to voicemail
12/23/2019	829422	High Point Networks LLC	Phone System	\$ 191,711.07	MiTel Phone System with High Point -All new phones
12/23/2019	829424	Hughes Fire Equipment	Public Safety	\$ 8,986.28	544879
12/23/2019	829426	Iaff	Payroll Clearing	\$ 4,936.23	Payroll Summary
12/23/2019	829432	J & S Properties Inc	Tax Increment E	\$ 66,004.00	EBURD TIF reimbursement for demolition at 1617 1st Ave
12/23/2019	829433	Jim & Tracys Alignment	Transit	\$ 6,348.14	62199
12/23/2019	829435	Junkermier,Clark,Campanella,Stevens	General	\$ 50,000.00	814915 FY19 Audit
12/23/2019	829436	Kadrmass Lee & Jackson	Water	\$ 56,241.23	WO 19-01 South Side Triangle Water Main Replace
12/23/2019	829439	Kenco Enterprises Inc.	Facilities	\$ 695.00	Police Evidence Building - Extend beam wire to new fence.
12/23/2019	829439	Kenco Enterprises Inc.	Facilities	\$ 2,625.00	Police Evidence Building-Extend beam wire to new fence.
12/23/2019	829439	Kenco Enterprises Inc.	Facilities	\$ 1,708.94	Evidence Building - had to move fence
12/23/2019	829442	Knife River	Airport	\$ 70,968.35	Commercial Concrete Apron Project - Federal Share
12/23/2019	829442	Knife River	Airport	\$ 7,885.37	Commercial Concrete Apron Project - Local Share
12/23/2019	829443	Kois Brothers	Fleet	\$ 135.00	118004 PO NUM 309041
12/23/2019	829443	Kois Brothers	Fleet	\$ 41.30	117995 PO NUM 309041
12/23/2019	829443	Kois Brothers	Solid Waste	\$ 33.74	117995
12/23/2019	829443	Kois Brothers	Street/Traffic	\$ 17.83	118055
12/23/2019	829443	Kois Brothers	Solid Waste	\$ 1,323.67	117907
12/23/2019	829443	Kois Brothers	Solid Waste	\$ 58.70	117907
12/23/2019	829443	Kois Brothers	Street/Traffic	\$ 276.75	118055
12/23/2019	829443	Kois Brothers	Street/Traffic	\$ 8,416.18	kuemper cutting edges for plows
12/23/2019	829443	Kois Brothers	Solid Waste	\$ 82,408.00	New Tank truck for the Solid Waste Division MT33428
12/23/2019	829443	Kois Brothers	Solid Waste	\$ 2,087.76	118164
12/23/2019	829443	Kois Brothers	Solid Waste	\$ 150.37	118164

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/23/2019	829443	Kois Brothers	Street/Traffic	\$ 1,117.49	118291
12/23/2019	829443	Kois Brothers	Solid Waste	\$ 16.46	118163
12/23/2019	829443	Kois Brothers	Solid Waste	\$ 120.60	118163
12/23/2019	829445	L N Curtis & Sons	Airport	\$ 3,542.40	Fire Fighter Protective Gear-16 Ensembles - Local Share
12/23/2019	829445	L N Curtis & Sons	Airport	\$ 31,881.60	Fire Fighter Protective Gear-16 Ensembles - Federal Share
12/23/2019	829445	L N Curtis & Sons	Public Safety	\$ 3,060.00	LED SCENELIGHT, SPECTRA (NEW TRUCKS)
12/23/2019	829445	L N Curtis & Sons	Public Safety	\$ 390.00	OVERSIZED VELCRO SAFETY VESTS
12/23/2019	829445	L N Curtis & Sons	Public Safety	\$ 600.00	PANT: WILDLAND, NOMEX/NAVY
12/23/2019	829445	L N Curtis & Sons	Public Safety	\$ 220.00	PANT: WILDLAND, NOMEX/NAVY [XTRA LGE]
12/23/2019	829445	L N Curtis & Sons	Public Safety	\$ 840.00	Helmets-shields, headband earlap, quick release chinstrap
12/23/2019	829445	L N Curtis & Sons	Public Safety	\$ 831.66	QUOTE #137134 COMPARTMENT TILES, 1" X 1" X .75"
12/23/2019	829445	L N Curtis & Sons	Public Safety	\$ 147.69	SHIPPING
12/23/2019	829456	Montana CSED	Payroll Clearing	\$ 2,875.57	Payroll Summary
12/23/2019	829457	Montana Dakota Utilities	Fleet	\$ 5,796.88	121219 PO NUM 309514
12/23/2019	829458	Montana Dakota Utilities	Airport	\$ 597.03	129 573 1000 1. Mud Wash. November 2019
12/23/2019	829458	Montana Dakota Utilities	Airport	\$ 137.10	160 723 3573 6. USDA. November 2019
12/23/2019	829458	Montana Dakota Utilities	Airport	\$ 289.28	185 580 1000 7. TSA. November 2019
12/23/2019	829458	Montana Dakota Utilities	Airport	\$ 122.97	429 573 1000 8. Detail Bay 4 Avis/Budget. November 2019
12/23/2019	829458	Montana Dakota Utilities	Airport	\$ 1,535.05	889 373 1000 6. Car Wash. November 2019
12/23/2019	829458	Montana Dakota Utilities	Airport	\$ 265.34	283 116 0655 3. IP-12 Alpine. November 2019
12/23/2019	829458	Montana Dakota Utilities	Airport	\$ 128.96	295 580 1000 4. Aero Interiors. November 2019
12/23/2019	829458	Montana Dakota Utilities	Airport	\$ 58.30	529 573 1000 7. Detail Bay 5 Thrifty/Dollar. November 2019
12/23/2019	829458	Montana Dakota Utilities	Airport	\$ 124.07	229 573 1000 0. Detail Bay 1 Hertz. November 2019
12/23/2019	829458	Montana Dakota Utilities	Airport	\$ 143.64	629 573 1000 6. Detail Bay 2 National/Alamo. November 2019
12/23/2019	829458	Montana Dakota Utilities	Airport	\$ 62.67	329 573 1000 9. Detail Bay 3 Enterprise. November 2019
12/23/2019	829458	Montana Dakota Utilities	EOC 911	\$ 39.09	911 CENTER STANDBY GENERATOR NATURAL GAS
12/23/2019	829458	Montana Dakota Utilities	Wastewater	\$ 33.47	596 733 1000 5
12/23/2019	829458	Montana Dakota Utilities	Water	\$ 70.46	373 580 1000 9
12/23/2019	829458	Montana Dakota Utilities	Airport	\$ 1,456.79	285 580 1000 6
12/23/2019	829458	Montana Dakota Utilities	General	\$ 117.54	501 473 1000 2
12/23/2019	829458	Montana Dakota Utilities	Water	\$ 84.41	541 380 1000 1
12/23/2019	829458	Montana Dakota Utilities	Water	\$ 33.47	921 580 1000 6
12/23/2019	829458	Montana Dakota Utilities	Airport	\$ 1,057.36	706 580 1000 7
12/23/2019	829458	Montana Dakota Utilities	Wastewater	\$ 32.92	713 064 3190 0
12/23/2019	829458	Montana Dakota Utilities	Water	\$ 70.45	373 580 1000 9
12/23/2019	829458	Montana Dakota Utilities	Airport	\$ 6,491.44	595 580 1000 1
12/23/2019	829458	Montana Dakota Utilities	Wastewater	\$ 33.41	843 879 2205 1
12/23/2019	829462	MT Law Enforcement Academy	Public Safety	\$ 7,500.00	Tuition for five officers
12/23/2019	829463	MT Municipal Interlocal Authority	Property Ins	\$ 32,211.33	Deductible Recovery Invoice #1119002

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/23/2019	829465	MT State Fireman	Payroll Clearing	\$ 4,382.76	Payroll Summary
12/23/2019	829467	Morrison Maierle	Airport	\$ 3,157.23	Reconstruction of Concrete Ramps - CA - Local Share
12/23/2019	829467	Morrison Maierle	Airport	\$ 28,415.09	Reconstruction of Concrete Ramps - CA - Federal Share
12/23/2019	829467	Morrison Maierle	Wastewater	\$ 34,568.22	WO1901 2019 Water/Sewer Replacement Project; 195464
12/23/2019	829467	Morrison Maierle	Airport	\$ 274,294.90	Terminal Expansion-Final Design Phase-Federal Share
12/23/2019	829467	Morrison Maierle	Airport	\$ 47,874.35	Terminal Expansion-Final Design Phase-Local Share
12/23/2019	829467	Morrison Maierle	Airport	\$ 845.84	Terminal Project Engineering-CA-Not Eligible
12/23/2019	829467	Morrison Maierle	Airport	\$ 999.83	Terminal Project Engineering - CA - Local Share
12/23/2019	829467	Morrison Maierle	Airport	\$ 1,927.04	Amendment 19. Airport Engineering
12/23/2019	829467	Morrison Maierle	Airport	\$ 8,998.43	Terminal Project Engineering - CA - Federal Share
12/23/2019	829467	Morrison Maierle	Water	\$ 19,568.65	WO1815 Voelker Pump Station Improvements
12/23/2019	829467	Morrison Maierle	Airport	\$ 1,048.65	Makeup Air Unit Replacement
12/23/2019	829469	MPPA	Payroll Clearing	\$ 3,503.60	Payroll Summary
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 1,244.01	SILMD 296 Acct# 1481537-7
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 274.94	SILMD 308 Acct# 2072459-7
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 826.30	SILMD 318 Acct# 3372018-6
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 391.48	SILMD 125 Acct# 0712574-3
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 475.37	SILMD 136 Acct# 0712584-2
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 46.62	SILMD 162 Acct# 0712605-5
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 1,173.58	SILMD 173 Acct# 0712612-1
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 466.97	SILMD 270 Acct# 0906944-4
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 762.43	SILMD 280 Acct# 1045653-1
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 1,456.61	SILMD 305 Acct# 1695873-8
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 294.10	SILMD 312 Acct# 3146127-0
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 105.42	SILMD 322 Acct# 3402033-9
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 414.86	SILMD 300 Acct# 1662840-6
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 3,188.08	SILMD 117 Acct# 0712566-9
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 335.54	SILMD 123 Acct# 0712572-7
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 440.07	SILMD 147 Acct# 0712592-5
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 1,555.32	SILMD 149 Acct# 0712593-3
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 503.32	SILMD 155 Acct# 0712599-0
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 352.08	SILMD 180 Acct# 0712618-8
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 109.06	SILMD 200 Acct# 0712637-8
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 1,423.29	SILMD 224 Acct# 0712658-4
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 1,811.36	SILMD 253 Acct# 0719644-7
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 234.66	SILMD 306 Acct# 1740353-6
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 865.46	SILMD 323 Acct# 3597170-4
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 286.98	SILMD 325 Acct# 3587598-8
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 492.89	SILMD 201 Acct# 0712638-6

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 278.20	SILMD 220 Acct# 0712654-3
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 978.67	SILMD 230 Acct# 0712664-2
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 13.32	SILMD 238 Acct# 0712672-5
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 2,657.74	SILMD 258 Acct# 0720606-3
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 1,048.44	SILMD 263 Acct# 0720716-0
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 247.46	SILMD 286 Acct# 1296582-8
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 615.16	SILMD 292 Acct# 1481532-8
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 3,318.14	SILMD 307 Acct# 2049005-8
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 1,761.59	SILMD 107 Acct# 0712560-2
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 704.16	SILMD 127 Acct# 0712576-8
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 727.00	SILMD 160 Acct# 0712603-0
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 744.20	SILMD 163 Acct# 0712606-3
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 328.62	SILMD 175 Acct# 0712614-7
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 234.72	SILMD 187 Acct# 0712625-3
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 20.31	SILMD 203 Acct# 0712640-2
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 437.50	SILMD 204 Acct# 0712641-0
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 384.19	SILMD 217 Acct# 0712653-5
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 660.71	SILMD 227 Acct# 0712661-8
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 810.89	SILMD 228 Acct# 0712662-6
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 558.73	SILMD 235 Acct# 0712669-1
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 74.04	SILMD 245 Acct# 0712678-2
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 507.20	SILMD 276 Acct# 0961926-3
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 330.08	SILMD 285 Acct# 1206985-2
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 967.57	SILMD 159 Acct# 0712602-2
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 234.72	SILMD 189 Acct# 0712627-9
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 91.41	SILMD 210 Acct# 0712647-7
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 80.27	SILMD 222 Acct# 0712656-8
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 421.47	SILMD 225 Acct# 0712659-2
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 399.03	SILMD 237 Acct# 0712671-7
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 585.64	SILMD 241 Acct# 0712675-8
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 1,056.22	SILMD 161 Acct# 0712604-8
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 512.16	SILMD 172 Acct# 0712611-3
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 296.29	SILMD 194 Acct# 0712632-9
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 539.83	SILMD 209 Acct# 0712646-9
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 2,544.52	SILMD 232 Acct# 0712666-7
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 93.89	SILMD 239 Acct# 0712673-3
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 2,768.22	SILMD 249 Acct# 0718734-7
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 1,005.37	SILMD 247 Acct# 0712680-8
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 2,749.09	SILMD 248 Acct# 0712681-6

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 56.75	SILMD 266 Acct# 0721684-9
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 151.21	SILMD 290 Acct# 1433921-2
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 50.79	SILMD 211 Acct# 0712648-5
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 121.87	SILMD 223 Acct# 0712657-6
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 3,917.60	SILMD 251 Acct# 0718801-4
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 559.25	SILMD 252 Acct# 0719162-0
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 197.11	SILMD 255 Acct# 0720813-5
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 207.05	SILMD 273 Acct# 0926386-4
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 59.77	SILMD 279 Acct# 1124127-0
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 273.37	SILMD 310 Acct# 2060519-2
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 58.83	SILMD 320 Acct# 0712569-3
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 864.05	SILMD 277 Acct# 1058710-3
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 1,883.51	SILMD 288 Acct# 1303978-9
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 318.83	SILMD 302 Acct# 1607534-3
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 583.98	SILMD 321 Acct# 3338917-2
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 382.19	SILMD 8 Acct# 0712544-6
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 117.37	SILMD 198 Acct# 0712636-0
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 499.45	SILMD 234 Acct# 0712668-3
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 503.32	SILMD 261 Acct# 0720705-3
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 2,871.32	SILMD 272 Acct# 0905005-5
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 225.19	SILMD 278 Acct# 1087619-1
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 488.16	SILMD 283 Acct# 1172743-5
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 237.66	SILMD 289 Acct# 1685375-6
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 1,364.10	SILMD 99 Acct# 0712558-6
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 187.77	SILMD 122 Acct# 0712571-9
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 866.80	SILMD 131 Acct# 0712580-0
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 2,516.59	SILMD 121 Acct# 0712570-1
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 915.40	SILMD 157 Acct# 0712600-6
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 1,220.55	SILMD 190 Acct# 0712628-7
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 76.18	SILMD 196 Acct# 0712634-5
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 628.60	SILMD 202 Acct# 0712639-4
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 111.09	SILMD 317 Acct# 3253826-6
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 305.13	SILMD 192 Acct# 0712630-3
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 328.62	SILMD 206 Acct# 0712643-6
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 140.84	SILMD 216 Acct# 0712652-7
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 894.94	SILMD 233 Acct# 0712667-5
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 426.68	SILMD 240 Acct# 0712674-1
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 1,531.21	SILMD 259 Acct# 0720810-1
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 175.13	SILMD 264 Acct# 0721427-3

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 76.18	SILMD 197 Acct# 0712635-2
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 26.65	SILMD 205 Acct# 0712642-8
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 275.42	SILMD 208 Acct# 0712645-1
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 30.48	SILMD 213 Acct# 0712650-1
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 419.43	SILMD 229 Acct# 0712663-4
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 83.89	SILMD 242 Acct# 0712676-6
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 213.35	SILMD 250 Acct# 0719001-0
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 27.94	SILMD 144 Acct# 0712589-1
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 469.45	SILMD 145 Acct# 0712590-9
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 258.19	SILMD 178 Acct# 0712616-2
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 586.81	SILMD 182 Acct# 0712620-4
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 375.56	SILMD 184 Acct# 0712622-0
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 140.84	SILMD 185 Acct# 0712623-8
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 675.57	SILMD 186 Acct# 0712624-6
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 355.33	SILMD 9 Acct# 0712545-3
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 1,135.13	SILMD 10 Acct# 0712546-1
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 97.79	SILMD 18 Acct# 0712554-5
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 978.66	SILMD 124 Acct# 0712573-5
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 754.97	SILMD 138 Acct# 0712586-7
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 469.45	SILMD 294 Acct# 1481535-1
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 111.85	SILMD 295 Acct# 1481536-9
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 211.26	SILMD 297 Acct# 1481539-3
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 187.77	SILMD 298 Acct# 1481540-1
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 407.35	SILMD 309 Acct# 2001311-6
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 488.55	SILMD 315 Acct# 3305804-1
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 412.25	SILMD 324 Acct# 1246537-3
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 587.18	SILMD 116 Acct# 0712565-1
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 122.51	SILMD 119 Acct# 0712568-5
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 516.38	SILMD 135 Acct# 0712583-4
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 369.21	SILMD 137 Acct# 0712585-9
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 251.67	SILMD 139 Acct# 0712587-5
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 363.50	SILMD 146 Acct# 0712591-7
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 810.89	SILMD 158 Acct# 0712601-4
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 1,220.55	SILMD 154 Acct# 0712598-2
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 375.56	SILMD 164 Acct# 0712607-1
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 894.77	SILMD 165 Acct# 0712608-9
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 563.32	SILMD 171 Acct# 0712610-5
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 516.38	SILMD 179 Acct# 0712617-0
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 1,173.60	SILMD 183 Acct# 0712621-2

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 418.96	SILMD 191 Acct# 0712629-5
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 511.33	SILMD 95 Acct# 0712556-0
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 11,784.85	SILMD 97 Acct# 0712557-8
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 221.93	SILMD 133 Acct# 0712581-8
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 4,339.45	SILMD 152 Acct# 0712596-6
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 2,261.25	SILMD 14 Acct# 0721277-2
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 1,149.30	SILMD 17 Acct# 0712553-7
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 201.51	SILMD 113 Acct# 0712562-8
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 950.70	SILMD 114 Acct# 0712563-6
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 539.83	SILMD 153 Acct# 0712597-4
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 281.66	SILMD 188 Acct# 0712626-1
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 50.79	SILMD 212 Acct# 0712649-3
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 6.67	SILMD 221 Acct# 0712655-0
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 335.54	SILMD 246 Acct# 0712679-0
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 3,126.25	SILMD 262 Acct# 0720937-2
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 964.76	SILMD 271 Acct# 0995095-7
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 4,669.01	SILMD 13 Acct# 0721276-4
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 643.10	SILMD 151 Acct# 0712595-8
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 985.82	SILMD 174 Acct# 0712613-9
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 33.32	SILMD 176 Acct# 0712615-4
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 195.72	SILMD 126 Acct# 0712575-0
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 335.54	SILMD 129 Acct# 0712578-4
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 119.49	SILMD 130 Acct# 0712579-2
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 2,056.98	SILMD 100 Acct# 0712559-4
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 492.89	SILMD 128 Acct# 0712577-6
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 751.09	SILMD 150 Acct# 0712594-1
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 234.72	SILMD 167 Acct# 0712609-7
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 1,705.67	SILMD 181 Acct# 0712619-6
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 237.05	SILMD 195 Acct# 0712633-7
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 4,417.97	SILMD 109 Acct# 0712561-0
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 223.69	SILMD 115 Acct# 0712564-4
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 202.21	SILMD 118 Acct# 0712567-7
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 512.16	SILMD 134 Acct# 0712582-6
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 587.18	SILMD 143 Acct# 0712588-3
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 751.09	SILMD 193 Acct# 0712631-1
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 375.56	SILMD 207 Acct# 0712644-4
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 378.94	SILMD 214 Acct# 0712651-9
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 326.56	SILMD 226 Acct# 0712660-0
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 587.18	SILMD 231 Acct# 0712665-9

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 177.78	SILMD 236 Acct# 0712670-9
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 111.85	SILMD 244 Acct# 0712677-4
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 160.53	SILMD 254 Acct# 0719763-5
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 950.64	SILMD 257 Acct# 0720360-7
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 367.14	SILMD 265 Acct# 0721556-9
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 234.72	SILMD 293 Acct# 1481534-4
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 5,555.70	SILMD 301 Acct# 1687005-7
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 324.30	SILMD 311 Acct# 3014475-2
12/23/2019	829477	NorthWestern Energy	Light Maint	\$ 1,229.73	SILMD 316 Acct# 3291842-7
12/23/2019	829477	NorthWestern Energy	Street/Traffic	\$ 13,225.81	Signal Bills; 12-17-2019
12/23/2019	829478	NorthWestern Energy	Airport	\$ 165.12	1647695-4. De-Icer. November 2019
12/23/2019	829478	NorthWestern Energy	Airport	\$ 1,571.34	0100484-5. ARFF Facility. November 2019
12/23/2019	829478	NorthWestern Energy	Airport	\$ 250.21	2001865-1. Detail Bay 4 Avis/Budget. November 2019
12/23/2019	829478	NorthWestern Energy	Airport	\$ 130.26	1138926-9. Aero Interiors. November 2019
12/23/2019	829478	NorthWestern Energy	Airport	\$ 100.65	3085107-5. Employee Parking. November 2019
12/23/2019	829478	NorthWestern Energy	Airport	\$ 2,752.96	0100483-7. Runway Lights. November 2019
12/23/2019	829478	NorthWestern Energy	Airport	\$ 589.04	1669567-8. TSA. November 2019
12/23/2019	829478	NorthWestern Energy	Airport	\$ 1,572.23	1993430-6. Car Wash. November 2019
12/23/2019	829478	NorthWestern Energy	Airport	\$ 78.50	2001867-7. Detail Bay 5 Thrifty/Dollar. November 2019
12/23/2019	829478	NorthWestern Energy	Airport	\$ 296.84	2001862-8. Detail Bay 3 Enterprise. November 2019
12/23/2019	829478	NorthWestern Energy	Airport	\$ 426.45	2001846-1. Mud Wash. November 2019
12/23/2019	829478	NorthWestern Energy	Airport	\$ 387.72	2001855-2. Detail Bay 2 National/Alamo. November 2019
12/23/2019	829478	NorthWestern Energy	Airport	\$ 563.59	2001848-7. Detail Bay 1 Hertz. November 2019
12/23/2019	829478	NorthWestern Energy	Airport	\$ 1,506.70	3477231-9. Airport Parking Zone. November 2019
12/23/2019	829478	NorthWestern Energy	Airport	\$ 267.91	3446396-8. USDA. November 2019
12/23/2019	829478	NorthWestern Energy	General	\$ 115.44	0722933-9
12/23/2019	829478	NorthWestern Energy	General	\$ 25.88	0723058-4
12/23/2019	829478	NorthWestern Energy	General	\$ 44.61	0723042-8
12/23/2019	829478	NorthWestern Energy	General	\$ 23.52	0789437-1
12/23/2019	829478	NorthWestern Energy	General	\$ 6.10	0722247-4
12/23/2019	829478	NorthWestern Energy	General	\$ 106.67	0722255-7
12/23/2019	829478	NorthWestern Energy	General	\$ 6.10	0723055-0
12/23/2019	829478	NorthWestern Energy	Water	\$ 664.61	1116452-2
12/23/2019	829478	NorthWestern Energy	Facilities	\$ 754.46	1160802-3
12/23/2019	829478	NorthWestern Energy	General	\$ -	0722263-1
12/23/2019	829478	NorthWestern Energy	General	\$ 13.69	0722292-0
12/23/2019	829478	NorthWestern Energy	Solid Waste	\$ 3,121.10	3252194-0
12/23/2019	829478	NorthWestern Energy	Wastewater	\$ 959.29	0100606-3
12/23/2019	829478	NorthWestern Energy	Water	\$ 5,155.33	0100540-4

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/23/2019	829478	NorthWestern Energy	General	\$ 6.10	0722237-5
12/23/2019	829478	NorthWestern Energy	Facilities	\$ 2,076.71	1160804-9
12/23/2019	829478	NorthWestern Energy	General	\$ 109.36	electrical charges for tennis courts lights at Pioneer
12/23/2019	829478	NorthWestern Energy	Street/Traffic	\$ 6.10	0723644-1
12/23/2019	829478	NorthWestern Energy	Water	\$ 72,905.72	0100606-3
12/23/2019	829478	NorthWestern Energy	General	\$ 14.61	0722269-8
12/23/2019	829478	NorthWestern Energy	General	\$ 8.46	0722905-7
12/23/2019	829478	NorthWestern Energy	General	\$ 7.67	0723036-0
12/23/2019	829478	NorthWestern Energy	General	\$ 202.00	0723037-8
12/23/2019	829478	NorthWestern Energy	General	\$ 24.56	0723056-8
12/23/2019	829478	NorthWestern Energy	General	\$ 6.10	0723162-4
12/23/2019	829478	NorthWestern Energy	Public Safety	\$ 1,691.97	3448739-7
12/23/2019	829478	NorthWestern Energy	General	\$ 142.96	0722266-4
12/23/2019	829478	NorthWestern Energy	General	\$ 115.20	0723035-2
12/23/2019	829478	NorthWestern Energy	Street/Traffic	\$ 6.10	0723645-8
12/23/2019	829478	NorthWestern Energy	Facilities	\$ 555.03	0975808-7
12/23/2019	829478	NorthWestern Energy	Water	\$ 2,877.86	0100606-3
12/23/2019	829478	NorthWestern Energy	Wastewater	\$ 85,033.04	0100591-7
12/23/2019	829478	NorthWestern Energy	General	\$ 31.70	0722293-8
12/23/2019	829478	NorthWestern Energy	General	\$ 205.65	0925496-2
12/23/2019	829478	NorthWestern Energy	Facilities	\$ 3,292.04	1269391-7
12/23/2019	829478	NorthWestern Energy	Water	\$ 791.13	0100485-2
12/23/2019	829478	NorthWestern Energy	Radio	\$ 174.98	0721580-9
12/23/2019	829478	NorthWestern Energy	General	\$ 13.18	0723057-6
12/23/2019	829479	NS Corporation	Airport	\$ 6,154.36	Invoice #0097488-IN. Car Wash Brush Parts
12/23/2019	829484	Peterson Office Furniture	Police Prog	\$ 3,336.93	Furniture for ICAC offices.
12/23/2019	829489	Proforce Law Enforcement	Public Safety	\$ 719.00	Taser Cartridges.
12/23/2019	829489	Proforce Law Enforcement	Police Prog	\$ 20,000.00	Tasers- State of Montana Contract.
12/23/2019	829489	Proforce Law Enforcement	Capital Replace	\$ 99,336.80	Tasers- State of Montana Contract.
12/23/2019	829489	Proforce Law Enforcement	Police Prog	\$ 5,000.00	Tasers- State of Montana Contract.
12/23/2019	829491	Public Utilities	Wastewater	\$ 2,920.94	111176
12/23/2019	829492	Qal-Tek Associates	Public Safety	\$ 2,848.00	SEP0031, STATIC GROUND TEST SYSTEM, MFG
12/23/2019	829497	S & S Machine Inc	Wastewater	\$ 1,600.00	TRENCH BOX REPAIR
12/23/2019	829497	S & S Machine Inc	Water	\$ 2,400.00	TRENCH BOX REPAIR
12/23/2019	829498	St V's Occupational Health	Water	\$ 69.00	# 55913 Drug tests, On site nursing, DOT Physicals
12/23/2019	829498	St V's Occupational Health	General	\$ 1,855.00	# 55913 Drug tests, On site nursing, DOT Physicals
12/23/2019	829498	St V's Occupational Health	Wastewater	\$ 46.00	# 55913 Drug tests, On site nursing, DOT Physicals
12/23/2019	829498	St V's Occupational Health	Street/Traffic	\$ 190.00	# 55913 Drug tests, On site nursing, DOT Physicals
12/23/2019	829498	St V's Occupational Health	Health Ins Fund	\$ 495.00	# 55913 Drug tests, On site nursing, DOT Physicals

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/23/2019	829498	St V's Occupational Health	Public Safety	\$ 935.50	# 55913 Drug tests, On site nursing, DOT Physicals
12/23/2019	829498	St V's Occupational Health	Solid Waste	\$ 240.00	# 55913 Drug tests, On site nursing, DOT Physicals
12/23/2019	829498	St V's Occupational Health	Transit	\$ 95.00	# 55913 Drug tests, On site nursing, DOT Physicals
12/23/2019	829498	St V's Occupational Health	Transit	\$ 95.00	# 55913 Drug tests, On site nursing, DOT Physicals
12/23/2019	829498	St V's Occupational Health	Fleet	\$ 95.00	# 55913 Drug tests, On site nursing, DOT Physicals
12/23/2019	829498	St V's Occupational Health	Park District 1	\$ 95.00	# 55913 Drug tests, On site nursing, DOT Physicals
12/23/2019	829499	Sanderson Stewart	Tax Increment S	\$ 32,560.65	WO 19-22 King Ave. E (Orchard to Jackson);47275
12/23/2019	829499	Sanderson Stewart	Tax Increment S	\$ 35,706.16	WO 19-22 King Ave. E (Orchard to Jackson); 47100
12/23/2019	829499	Sanderson Stewart	Water	\$ 10,033.55	WO 19-01 Water/Sewer Replacement Project;47283
12/23/2019	829499	Sanderson Stewart	City/Co Planning	\$ 12,369.71	Inner Belt Loop Corridor Study-SW01012019
12/23/2019	829504	SHI International Corp	Airport	\$ 3,552.86	MS Office Pro -11 New PC's and 5 MS Office Standard -5
12/23/2019	829504	SHI International Corp	Airport	\$ 367.51	MS Office Pro -11 New PC's and 5 MS Office Standard -5
12/23/2019	829504	SHI International Corp	Airport	\$ 735.02	MS Office Pro -11 New PC's and 5 MS Office Standard -5
12/23/2019	829504	SHI International Corp	Airport	\$ 735.02	MS Office Pro -11 New PC's and 5 MS Office Standard -5
12/23/2019	829508	Sletten Construction	Airport	\$ 193,545.87	AIP-62 Terminal Expansion Construction Phase 2 - Federal
12/23/2019	829508	Sletten Construction	Airport	\$ 18,193.03	Terminal Expansion Construction Phase 2 - Ineligible Share
12/23/2019	829508	Sletten Construction	Airport	\$ 21,505.10	AIP-62 Terminal Expansion Construction Phase 2 - Local
12/23/2019	829509	Solid Waste Systems	Fleet	\$ 168.54	119277 PO NUM 309538
12/23/2019	829509	Solid Waste Systems	Solid Waste	\$ 71.59	119174
12/23/2019	829509	Solid Waste Systems	Fleet	\$ 558.44	119177 PO NUM 309538
12/23/2019	829509	Solid Waste Systems	Solid Waste	\$ 859.54	119270
12/23/2019	829509	Solid Waste Systems	Fleet	\$ 450.37	119259 PO NUM 309538
12/23/2019	829509	Solid Waste Systems	Solid Waste	\$ 3,257.83	1119231
12/23/2019	829509	Solid Waste Systems	Solid Waste	\$ 195.47	119270
12/23/2019	829509	Solid Waste Systems	Solid Waste	\$ 127.33	119277
12/23/2019	829515	Sundown Security	Airport	\$ 2,971.51	Invoice #52514. Skycap Services 12/6-12/12/19
12/23/2019	829515	Sundown Security	Airport	\$ 2,975.58	Invoice #52504. Skycap Services 11/29/19-12/5/19
12/23/2019	829516	Swank Enterprises	Solid Waste	\$ 2,615,732.05	WO 17-12 Landfill Reconfiguration9 WO1712 Swank Entpr;
12/23/2019	829519	Town & Country Supply	Transit	\$ 13,577.18	404049 PO NUM 309441
12/23/2019	829519	Town & Country Supply	Public Safety	\$ 921.12	404925 FIRE1-UNLEADED FUEL DELIVERED 12/18/2019
12/23/2019	829519	Town & Country Supply	Public Safety	\$ 916.04	FIRE 1 - Diesel & Winter blend- 200 gals of each
12/23/2019	829519	Town & Country Supply	Public Safety	\$ 629.94	FIRE 5- blended diesel- 137 gals #2 & 138 gals #1
12/23/2019	829520	Tractor & Equipment	Street/Traffic	\$ 147.81	BLCS0713441
12/23/2019	829520	Tractor & Equipment	Solid Waste	\$ 1,178.06	BLW00195728
12/23/2019	829520	Tractor & Equipment	Street/Traffic	\$ 556.86	fender cover for unit 1200
12/23/2019	829520	Tractor & Equipment	Street/Traffic	\$ 241.97	wiper motor for unit 1200
12/23/2019	829520	Tractor & Equipment	Street/Traffic	\$ 55.09	part for unit 1205
12/23/2019	829520	Tractor & Equipment	Street/Traffic	\$ 2,012.12	cutting edges
12/23/2019	829524	Tru Pipe	Arterial Streets	\$ 2,750.00	24th St W & Overland Traffic Signal Imprv

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/23/2019	829526	Two Rivers Terminal	Airport	\$ 18,207.00	4335 gallons Potassium Acetate Runway De-ice Fluid
12/23/2019	829527	Tyler Technologies	IT Resources	\$ 23,912.00	Yellowstone County Jail Annual New World Maintenance
12/23/2019	829527	Tyler Technologies	EOC 911	\$ 33,058.67	CAD Annual New World Maintenance
12/23/2019	829527	Tyler Technologies	Public Safety	\$ 9,278.67	Fire Mobile Annual New World Maintenance
12/23/2019	829527	Tyler Technologies	IT Resources	\$ 26,739.00	Sheriff Mobile Annual New World Maintenance
12/23/2019	829527	Tyler Technologies	Public Safety	\$ 47,090.67	Police Annual New World Maintenance
12/23/2019	829527	Tyler Technologies	Public Safety	\$ 19,314.67	Fire Records Annual New World Maintenance
12/23/2019	829527	Tyler Technologies	EOC 911	\$ 5,172.65	9-1-1 Center Annual New World Maintenance
12/23/2019	829527	Tyler Technologies	Public Safety	\$ 96,818.67	Police Mobile Annual New World Maintenance
12/23/2019	829531	US Cremation Equipment	Police Prog	\$ 3,519.69	crematory service call
12/23/2019	829535	Vision West Inc	General	\$ 2,701.60	Inv. 1339 Leadership Team Facilitation October 30-31, 2019
12/23/2019	829540	Western Municipal Const	Water	\$ 188,543.72	Southside Triangle Water Line Replacement
12/23/2019	829542	Yellowstone County	Public Safety	\$ 2,800.00	YCDF November Boarders
12/23/2019	829546	Yellowstone Valley Animal Shelter	Public Safety	\$ 22,855.58	contract 11-22-19/12-21-19
12/23/2019	829548	Yellowstone Valley Tree Surgeons	General	\$ 1,375.00	Tree trimming at Spring Creek Park (66894)
12/23/2019	829548	Yellowstone Valley Tree Surgeons	General	\$ 1,675.00	Tree trimming at North Park (66895)

Regular City Council Meeting

Meeting Date: 01/27/2020

TITLE: Payment of Claims for the week of December 30, 2019

PRESENTED BY: Andy Zoeller, Finance Director

Department: Finance

Presentation: No

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$532,030.70 have been audited and are presented for City Council payment approval. A complete listing of the claims for the week are available in the Finance Department.

ALTERNATIVES ANALYZED

- No other alternative were analyzed

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends Council approve the Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

councilmemo wk 123019

Check Date	Check#	Name	Fund	Amount	Item Desc
12/30/2019	829571	Commercial Roofing	Transit	\$ 13,095.23	Replace S half roof over the bus & paratransit garage,&maintenance
12/30/2019	829572	Community ReCode	City/Co Planning	\$ 16,800.00	Project ReCode Zoning Update
12/30/2019	829572	Community ReCode	City/Co Planning	\$ 10,200.00	Inv 1029
12/30/2019	829573	CTA Inc	Rose Pool Const	\$ 13,223.15	retainage release on CTA rose pool
12/30/2019	829575	Desert Mountain	Street&Traffic	\$ 4,209.05	ice slicer used to melt snow on streets
12/30/2019	829575	Desert Mountain	Street&Traffic	\$ 4,180.79	ice slicer used to melt snow on streets
12/30/2019	829578	Downtown Billings Partners	Tax Increment N 27th	\$ 23,286.75	Urban Revitalization District operating agreement
12/30/2019	829579	Dunne Communications	Police Programs	\$ -	FIRMWARE/ MT4 TX DIG
12/30/2019	829579	Dunne Communications	Police Programs	\$ 390.00	CABLE DC POWER
12/30/2019	829579	Dunne Communications	Police Programs	\$ (3,678.00)	NASPO DISCOUNT
12/30/2019	829579	Dunne Communications	Police Programs	\$ -	STRATUS RP BLACK CASE
12/30/2019	829579	Dunne Communications	Police Programs	\$ -	Amplifier/ MT4
12/30/2019	829579	Dunne Communications	Police Programs	\$ -	DUPLEXER
12/30/2019	829579	Dunne Communications	Police Programs	\$ -	FIRMWARE/ MT4 RX DIG
12/30/2019	829579	Dunne Communications	Police Programs	\$ -	RX MT- 4E-VHF
12/30/2019	829579	Dunne Communications	Police Programs	\$ 18,000.00	LMR- Stratus- LPXXX
12/30/2019	829579	Dunne Communications	Police Programs	\$ -	TRANSMITTER
12/30/2019	829585	First Montana Title Co	CDBG	\$ 10,000.00	FTHB Jordan Benjamin 943 North 19th
12/30/2019	829586	Fischer Com Flooring	Facilities Mngmt	\$ 6,082.56	City Attorney Carpet less 1%
12/30/2019	829589	Goetz Baldwin & Geddes	General	\$ 4,800.00	Watters et al v. COB Inv.#28094
12/30/2019	829591	Gunarama Wholesale	Public Safety	\$ 50.00	Freight
12/30/2019	829591	Gunarama Wholesale	Public Safety	\$ 2,045.00	Gen-4 G17, 9mm, 4.5" w/Glock Night Sights
12/30/2019	829591	Gunarama Wholesale	Public Safety	\$ 1,227.00	Gen-4 G17, 9mm, 4.5" w/Glock Night Sights
12/30/2019	829602	Jares Fence Company	Facilities Mngmt	\$ 6,870.60	BPC Evidence Expansion Phase 2
12/30/2019	829602	Jares Fence Company	Facilities Mngmt	\$ 7,484.40	BPC Evidence Expansion Phase 1
12/30/2019	829608	Knife River	Street&Traffic	\$ 48.02	3/4" crushed base
12/30/2019	829608	Knife River	Street&Traffic	\$ 7,625.52	salt/sand mixture
12/30/2019	829617	Midnight Blues Entertain	General	\$ 3,200.00	Soundstage sound upgrade
12/30/2019	829617	Midnight Blues Entertain	General	\$ 4,000.00	Senior center sound system-speakers, wireless system, mics
12/30/2019	829621	Moulton Bellingham PC	General	\$ 17,927.50	Inv.#133258 McDaniel v. COB WWFF
12/30/2019	829621	Moulton Bellingham PC	General	\$ 48.00	Inv.#133303 Good Stuff Zoning Violations
12/30/2019	829621	Moulton Bellingham PC	General	\$ 4,477.50	Inv.#133399 Watters et al v. COB
12/30/2019	829621	Moulton Bellingham PC	General	\$ 2,625.00	Inv.#133256 Abromeit et al v. COB
12/30/2019	829621	Moulton Bellingham PC	General	\$ 5,337.50	Inv. #133255 Houser WWFF
12/30/2019	829622	Mt West Holding Co	Street&Traffic	\$ 3,950.00	repairs of guardrail at Shiloh and monad
12/30/2019	829624	MT Waterworks	Water	\$ 225.87	DRAIN VALVE K8136 -
12/30/2019	829624	MT Waterworks	Water	\$ 220.00	BONNET GASKETS NO-K8109 - FOR K11 & K81 HYDS
12/30/2019	829624	MT Waterworks	Water	\$ 634.00	K81 SEAT RING - (3196772)
12/30/2019	829624	MT Waterworks	Water	\$ 56.02	8X4 PSM WYE & 6 Clay X4; 30887/Cust # C10098
12/30/2019	829624	MT Waterworks	Water	\$ 487.44	MAIN VALVE RUBBER 5-1/4" FOR K11 & K81 - K8131 & K1136
12/30/2019	829624	MT Waterworks	Water	\$ 1,097.40	30899; Air release valves for watermain

Check Date	Check#	Name	Fund	Amount	Item Desc
12/30/2019	829628	NorthWestern Energy	Public Safety	\$ 2,097.01	0100476-1: FIRE 1 MONTHLY ELECTRICAL SERVICE
12/30/2019	829628	NorthWestern Energy	Airport	\$ 31,824.54	0100482-9. Vault Main. December 2019
12/30/2019	829628	NorthWestern Energy	Airport	\$ 493.97	0712792-1. IP-7. December 2019
12/30/2019	829628	NorthWestern Energy	Airport	\$ 485.83	0712809-3. IP-11(12)Alpine. December 2019
12/30/2019	829628	NorthWestern Energy	Airport	\$ 1,006.57	0712800-2. IP-9. December 2019
12/30/2019	829628	NorthWestern Energy	Transit	\$ 2,586.79	Electricity at METroplex 10/24/19 to 11/25/19
12/30/2019	829632	Plumb MT INC	Airport	\$ 61,281.00	Terminal Boiler Replacement Project
12/30/2019	829633	Polydyne Inc	Wastewater	\$ 2,975.74	CLARIFLOC
12/30/2019	829636	Rolling Right Door	Public Safety	\$ 2,973.50	FIRE1-REPLACE DAMAGED DOOR PANELS AND OPERATOR
12/30/2019	829640	Simply Family Magazine	General	\$ 4,284.36	printing cost for winter brochure
12/30/2019	829643	SRF Consulting Group	Engineering	\$ 6,006.95	BUILD GRANT CONSULTANT AGREEMENT (ENG)
12/30/2019	829643	SRF Consulting Group	City/Co Planning	\$ 6,641.28	BUILD GRANT CONSULTANT AGREEMENT (PLN)
12/30/2019	829648	The Appraisal Group	Arterial Streets	\$ 3,000.00	WO 19-15 24th St W & Central Ave Signal Imprv; 12.16.2019 WO1915
12/30/2019	829649	Tire-Rama	Solid Waste	\$ 1,830.00	Tire repairs for the garbage trucks 1050327627
12/30/2019	829649	Tire-Rama	Solid Waste	\$ 3,581.50	Recapped tires for the garbage trucks 1050330718
12/30/2019	829649	Tire-Rama	Street&Traffic	\$ 40.00	1050330671
12/30/2019	829649	Tire-Rama	Solid Waste	\$ 197.87	1050330796
12/30/2019	829649	Tire-Rama	Solid Waste	\$ 284.45	Tires for Landfill Unit 0027 1050330906
12/30/2019	829649	Tire-Rama	Solid Waste	\$ 1,434.00	Recapped for the garbage trucks 1050327429
12/30/2019	829649	Tire-Rama	Solid Waste	\$ 4,224.00	Recapped for the garbage trucks 1050331604
12/30/2019	829650	Town & Country Supply	Transit	\$ 4,243.15	404532 PO NUM 309483
12/30/2019	829650	Town & Country Supply	Transit	\$ 13,353.36	404886 PO NUM 309533
12/30/2019	829653	Verizon Wireless	Airport	\$ 54.31	Airport
12/30/2019	829653	Verizon Wireless	Police Programs	\$ 80.02	CCSIU RAVEN
12/30/2019	829653	Verizon Wireless	General	\$ 26.97	Code Enforcement 406.694.2069 Laptop
12/30/2019	829653	Verizon Wireless	Solid Waste	\$ 271.18	PW-SW-ON CALL Solid Waste On Call
12/30/2019	829653	Verizon Wireless	Public Safety	\$ 600.17	MDT Toughbooks
12/30/2019	829653	Verizon Wireless	Police Programs	\$ 556.85	CCSIU Cell/PTT
12/30/2019	829653	Verizon Wireless	Solid Waste	\$ 429.30	Solid Waste Tablets -Routware
12/30/2019	829653	Verizon Wireless	Water	\$ 64.73	PW-DIS-COLL Cityworks 60/40
12/30/2019	829653	Verizon Wireless	Library	\$ 26.97	LBRY OTRCH Library Outreach
12/30/2019	829653	Verizon Wireless	Public Safety	\$ 40.01	Police MiFi 406-633-0820 406-598-6294
12/30/2019	829653	Verizon Wireless	Water	\$ 265.84	PW-Distribution Collection Tablets 60/40
12/30/2019	829653	Verizon Wireless	Solid Waste	\$ 107.88	PW-Solid Waste
12/30/2019	829653	Verizon Wireless	Water	\$ 26.97	PW Belknap Meter Shop
12/30/2019	829653	Verizon Wireless	Street&Traffic	\$ 53.94	PW-Streets 406-647-1377 iPad, 406-633-1991 iPad
12/30/2019	829653	Verizon Wireless	Transit	\$ 308.27	MET AVL
12/30/2019	829653	Verizon Wireless	General	\$ 107.88	City Administrator 0100-13130-403450
12/30/2019	829653	Verizon Wireless	Public Safety	\$ 80.02	Police iPad St John & Lawrence
12/30/2019	829653	Verizon Wireless	Wastewater	\$ 43.15	PW-DIS-COLL Cityworks 60/40
12/30/2019	829653	Verizon Wireless	Street&Traffic	\$ 161.82	PW-Streets City Works

Check Date	Check#	Name	Fund	Amount	Item Desc
12/30/2019	829653	Verizon Wireless	Solid Waste	\$ 26.97	PW Dozer Trimble Dozer
12/30/2019	829653	Verizon Wireless	Parking	\$ 26.97	Parking 406-690-5822
12/30/2019	829653	Verizon Wireless	Water	\$ 161.82	PWBLNP Comm-Meter CityWorks/Neptune
12/30/2019	829653	Verizon Wireless	Water	\$ 26.97	PWBLKNP Water Treatment Brian Risser 406-696-4245
12/30/2019	829653	Verizon Wireless	Police Programs	\$ 53.94	CCSIU MDT
12/30/2019	829653	Verizon Wireless	Wastewater	\$ 177.23	PW-Distribution Collection Tablets 60/40
12/30/2019	829653	Verizon Wireless	Engineering	\$ 134.85	PW-Engineering
01/01/2020	829657	Johnson	Sidewalk Debt	\$ 7,500.00	Johnson, Scott 2020 SID Payout
01/01/2020	829658	MT & WY Oil Company	Sidewalk Debt	\$ 2,595.00	Montana & Wyoming Oil Company 2020 SID Payout
01/01/2020	829659	MT Municipal Co-op	Sidewalk Debt	\$ 2,482.74	Montana Municipal Cooperative 2020 SID Payout
01/01/2020	829659	MT Municipal Co-op	SID Fund	\$ 5,762.50	Montana Municipal Cooperative 2020 SID Payout
01/01/2020	829659	MT Municipal Co-op	SID Fund	\$ 46,424.00	Montana Municipal Cooperative 2020 SID Payout
01/01/2020	829659	MT Municipal Co-op	SID Fund	\$ 2,839.00	Montana Municipal Cooperative 2020 SID Payout
01/01/2020	829659	MT Municipal Co-op	Sidewalk Debt	\$ 3,187.50	Montana Municipal Cooperative 2020 SID Payout
01/01/2020	829659	MT Municipal Co-op	SID Fund	\$ 1,912.50	Montana Municipal Cooperative 2020 SID Payout
01/01/2020	829659	MT Municipal Co-op	Sidewalk Debt	\$ 5,407.50	Montana Municipal Cooperative 2020 SID Payout
01/01/2020	829660	Purinton Family Trust	Sidewalk Debt	\$ 4,625.00	Purinton Family Trust 2020 SID Payout
01/01/2020	829660	Purinton Family Trust	Sidewalk Debt	\$ 5,125.00	Purinton Family Trust 2020 SID Payout
01/01/2020	829660	Purinton Family Trust	Sidewalk Debt	\$ 3,675.00	Purinton Family Trust 2020 SID Payout
01/01/2020	829661	Royal C. Johnson Trust	Sidewalk Debt	\$ 2,250.00	Royal C Johnson Irrevocable Trust 2020 SID Payout
01/01/2020	829661	Royal C. Johnson Trust	SID Fund	\$ 1,680.00	Royal C Johnson Irrevocable Trust 2020 SID Payout
01/01/2020	829661	Royal C. Johnson Trust	SID Fund	\$ 1,305.00	Royal C Johnson Irrevocable Trust 2020 SID Payout
01/01/2020	829661	Royal C. Johnson Trust	Sidewalk Debt	\$ 5,143.25	Royal C Johnson Irrevocable Trust 2020 SID Payout
01/01/2020	829661	Royal C. Johnson Trust	Sidewalk Debt	\$ 34,900.00	Royal C Johnson Irrevocable Trust 2020 SID Payout
01/01/2020	829661	Royal C. Johnson Trust	SID Fund	\$ 877.80	Royal C Johnson Irrevocable Trust 2020 SID Payout

Regular City Council Meeting

Meeting Date: 01/27/2020

TITLE: Zone Change 975 - Western Sky Planned Development Amendment

PRESENTED BY: Nicole Cromwell

Department: Planning & Community Services

Presentation: Yes

PROBLEM/ISSUE STATEMENT

A zone change request to amend the Planned Development Agreement (PDA) for Western Sky Subdivision, more specifically the underlying Neighborhood Commercial (NC) allowed uses to include certain light manufacturing, ancillary warehousing and preparation facilities. The amendment also clarifies offices and manufacturing facilities shall conform to the setbacks in the Billings zoning code for all NC zone districts, however, any ancillary warehouse facilities shall be set back a minimum of 40 feet from the front property line along King Avenue West. Mini storage facilities will continue to be set back a minimum of 150 feet from the King Avenue West property line. The amendment includes an allowance for a 45-foot building height limit in the NC zone district. The amendment applies to Lots 2 and 3, Block 1, Western Sky Subdivision Amended, a 9.128 acre parcel of land. A pre-application neighborhood meeting was held on November 25, 2019, at the offices of Sanderson Stewart, 1300 N. Transtech Way.

Zone Change applications are reviewed using statutory criteria (MCA, 76-2-304 and BMCC, 27-1502.d) referenced in the Alternatives Analyzed section of this memo. Zone Changes require approval through an ordinance. Zone Changes allow the change from one type of zoning district to another type of zoning – e.g. residential single family to residential multi-family or residential to commercial. A Zone Change cannot have conditions of approval and if approved, permits the owner to use the land for any purpose allowed within the zoning district (MCA, 76-2-302 and BMCC, 27-301).

APPLICATION DATA

OWNER: Mont Vista, LLC - Tracy Haag

AGENT: Sanderson Stewart - Rick Leuthold, P.E. and Bill Morgan, P.E.

LEGAL DESCRIPTION: Lots 2 and 3, Block 1, Western Sky Subdivision amended

ADDRESS: 4600 Block of King Ave West - Crescent Street (internal street)

CURRENT ZONING: Planned Development - Neighborhood Commercial

EXISTING LAND USE: Vacant

PROPOSED USE: Coffee roasting and warehouse (Lot 2), personal storage warehouses (Lot 3)

SIZE OF PARCEL: 9.128 acres

ALTERNATIVES ANALYZED

City Council may:

- Approve the zone change and adopt the findings of the 10 criteria.
- Deny the zone change and adopt different findings of the 10 criteria
- Allow the applicant to withdraw the zone change; or
- Delay action on the zone change request for up to 30 days.

Prior to making a decision on the proposed zone change, the City Council shall consider the findings of the 10 review criteria as recommended by the Zoning Commission.

1. Is the new zoning designed in accordance with the Growth Policy?

The proposed zone change is consistent with the following guidelines of the 2016 Growth Policy and the West Billings Neighborhood Plan (2001):

The West Billings Neighborhood Plan goals and objectives stated the need to locate compatible uses and offer a range of housing choices and development densities. The West Billings Plan adopted a number of Goals, Policies, and Implementation Strategies. The proposed zone change is consistent with the following adopted Policies of Planned Growth

Goal 1: Establish Development Patterns that Use Land More Efficiently

Policy R "Encourage innovative land-use planning techniques to be used in building higher density and mixed-use developments as well as infill developments."

The proposed adjustments to the PD-NC zone is compatible with goals of the West Billings Neighborhood Plan. The proposed amendment will accommodate uses that are compatible in a mixed-use environment and will fulfill a growing market for locally produced retail goods. The proposed development will also have good access to outdoor activities and is in close proximity to commercial centers and transportation options.

The proposed amendment is also in line with the adopted 2016 Growth Policy goals for: Prosperity:

- 1) A diversity of available jobs can ensure a strong Billings' economy
- 2) Successful businesses that provide local jobs benefit the community
- 3) Community investments that attract and retain a strong, skilled and diverse workforce also attracts businesses
- 4) Retaining and supporting existing businesses helps sustain a healthy economy
- 5) Continued workforce training benefits the community and helps attract and retain businesses

The proposed zoning would accommodate a growing business and retail market for locally produced retail goods including crafted foods. These types of businesses are sustainable and will help create and stabilize the economic base for Billings. Along with the proposed inter-connected system of trails and paths in Western Sky, the diverse housing choices and other commercial service options, Western Sky will help create a solid neighborhood in this area of West Billings. The concept development plan includes cottage court residential areas, a clubhouse and outdoor area, trail connections to the Shiloh Conservation Area and will be compatible with the intended development to the west. The proposed landscaping and streetscape will ensure the livability of this neighborhood.

2. Is the new zoning designed to secure from fire and other dangers?

The new zoning requires minimum setbacks, open and landscaped areas and building separations. The new zoning, as do all zoning districts, provides adequate building separations and density limits to provide security from fire and other dangers.

3. Whether the new zoning will promote public health, public safety and general welfare?

Public health and public safety will be promoted by the proposed zoning. The proposed amendment will allow a limited number of additional uses in the underlying NC zone that will be compatible with the adjacent residential and planned commercial uses.

4. Will the new zoning will facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirement?

Transportation: The proposed amendment will not have a measurable effect on the transportation system. The city has reviewed a traffic study for the entire subdivision and proposed uses. The developer will be implementing the required mitigation and traffic

improvements stipulated by engineering. City Engineering has required the developer to ensure the proposed use will not change the current findings of the traffic analysis.

Water and Sewer: The City will provide water and sewer to the property. There will be no additional impacts to the system from the proposed zoning.

Schools and Parks: Schools and parks will not be effected by the proposed amendment.

Fire and Police: The subject property is served by city public safety services. The Police and Fire Departments had no concerns with the zone change.

5. Will the new zoning provide adequate light and air?

The proposed zoning provides for sufficient setbacks to allow for adequate separation between structures and adequate light and air.

6. Will the new zoning effect motorized and non-motorized transportation?

The traffic study prepared by the applicant for the city has been approved and the developer will implement the recommendations of the study. Non-motorized travel – walking and biking – is an essential part of the circulation plan both within the proposed development and connecting to adjacent areas including Hogan’s Slough, Hoop Dreams development to the north and the Shiloh Conservation Area Trail system to the east. The Subdivision Improvement Agreement (SIA) for this new subdivision has conditions for trail and sidewalk improvements as well as pedestrian safety measures. Traffic counts in the area on King Ave West and 48th St West are well below the expected volume on a principal arterial street. King Avenue West has an average daily traffic volume of 8,010 vehicles per day at this location, less than Poly Drive at 13th Street West. 48th Street West is less than most local streets with about 860 vehicles per day. As development increases in the area, these 2 arterial streets will need to build in additional controls, management facilities and safety features. MDT retains jurisdiction over the management of King Avenue West and the City will manage 48th St West where it has been annexed to the City. The accepted traffic analysis includes contributions to improvements as well as improvement required as development phases are initiated.

7. Will the new zoning will promote compatible urban growth?

The new zoning does promote compatible urban growth in this area. The proposed amendment will allow limited crafting and manufacturing in a small area of the proposed development. This will accommodate and support local job creation and will be scaled to be compatible with the surrounding neighborhood.

8. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?

The proposed zoning does consider the character of the district and the suitability of the property for the proposed use. This area between Shiloh Road and 48th St. West is an area undergoing rapid growth and development. The proposed amendment will allow this area to support additional businesses and jobs close to where people live. The property is suitable for the proposed use given its location in the area.

9. Will the new zoning conserve the value of buildings?

The property is currently undeveloped. Approval of the zone change will provide more certainty to surrounding land owners and may help to stabilize property values of adjacent buildings.

10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?

The proposed zoning may encourage the most appropriate use of this land in Billings. This specific location and use is appropriate.

FINANCIAL IMPACT

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

BACKGROUND

This is a zone change request to allow a modification to the existing Western Sky Planned Development zoning to add some uses to the underlying Neighborhood Commercial (NC) zone (Lots 2 & 3 of Block 1), allow an increase from a maximum building height of 34 feet to allow 45 feet, and to allow ancillary warehouses for primary uses to be setback 40 feet from King Avenue West while keeping the required 150-foot setback for personal storage warehousing. The proposed amendment to the zoning is to accommodate the pending sale of Lot 2 to a coffee roasting company. The developers have included a concept drawing of the proposed facility.

Planned Development zoning is a customized zone district developed and applied to specific properties. The PD zone is a recorded document that includes a master plan of the zone districts and the specific requirements for each district. In addition, the developer often includes enforceable and specialized regulations for landscaping, trails and parks, screening and buffering of uses to mitigate potential conflicts. Several PD zone districts exist in the immediate area including Lenhardt Square (2008) north of King Avenue West, St Vincent's Health Care at King Ave West and Shiloh Road (2004 and updated 2015), Olympic Park on the northeast corner of King Avenue West and Shiloh Road (1981) and Golden Meadows at King Avenue West and 32nd St West (1978). Currently, the City of Billings administers 41 Planned Development zone districts.

Minor adjustments to approved Planned Developments can be administratively approved for issues such as slight increases in density or reductions in open space. Minor adjustments cannot add uses, increase height limits or decrease setbacks. These changes require a zone change application and approval. All zone changes, including Planned Development zone changes, must have findings of the 10 review criteria that support the proposed change including whether the zoning is conforming to the adopted growth policy, allows for adequate and efficient provision of city services, and is generally compatible with the surrounding land uses and districts.

Planning staff conducted a Preliminary Review meeting as required for any Planned Development zone change. The surrounding property owners and city staff are invited to the meeting to discuss the specifics of the proposed zoning and if concerns or conflicts are identified how the developer may adjust the zoning to eliminate or mitigate the issues. No surrounding property owners attended the review meeting and Planning staff did not receive communication from any owner prior to the meeting. City Engineering provided comment prior to the meeting to request the developer review its current traffic analysis to ensure it included information relevant to the proposed use. No other comments from city staff were received.

Planning staff reviewed the proposed amendment and recommended approval to the Zoning Commission based on the findings of the 10 review criteria. The Zoning Commission concurred with the staff recommendation. The developer has proposed language that is general enough to accommodate the potential coffee roaster as well as other custom or craft-made retail goods such as pottery, artwork, clothing, candy and bakery products. A growing market exists for locally produced retail goods and the proposed amendment will accommodate some of these uses in a small portion (9.1 acres) of the 64-acre Western Sky Planned Development. The current building height limit of 34 feet does not easily or always accommodate the proposed

uses so the amendment includes a proposed height limit of 45 feet. The underlying Community Commercial zoning on Lot 1 to the west is also 45 feet so this building height increase is compatible and will not be out-of-place when the adjacent lot is developed. Many custom or crafted retail goods require some amount of warehousing but the current Planned Development agreement requires all warehousing to be setback at least 150 feet from King Avenue West. The proposed amendment allows ancillary warehousing with a primary use to be setback 40 feet from King Avenue West while keeping the 150-foot setback for personal storage warehousing. The proposed amendment allows some flexibility within the existing PD without burdening adjacent property or introducing incompatible uses to the underlying zoning. The PD will keep the other features of the zone district intact and these uses and recreational facilities will not be detrimentally affected.

STAKEHOLDERS

The Zoning Commission held a public hearing on January 7, 2020 and received the staff report and testimony from the applicant's agent, Bill Morgan of Sanderson Stewart. No other testimony was received. The Zoning Commission considered the recommendation and voted 3-0 to recommend approval of the zone change to the City Council.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

The Consistency with Adopted Policies or Plans is discussed in the Alternatives Analyzed section above.

RECOMMENDATION

The Zoning Commission recommends approval and adoption of the findings of the 10 criteria for Zone Change 975 on a 3-0 vote.

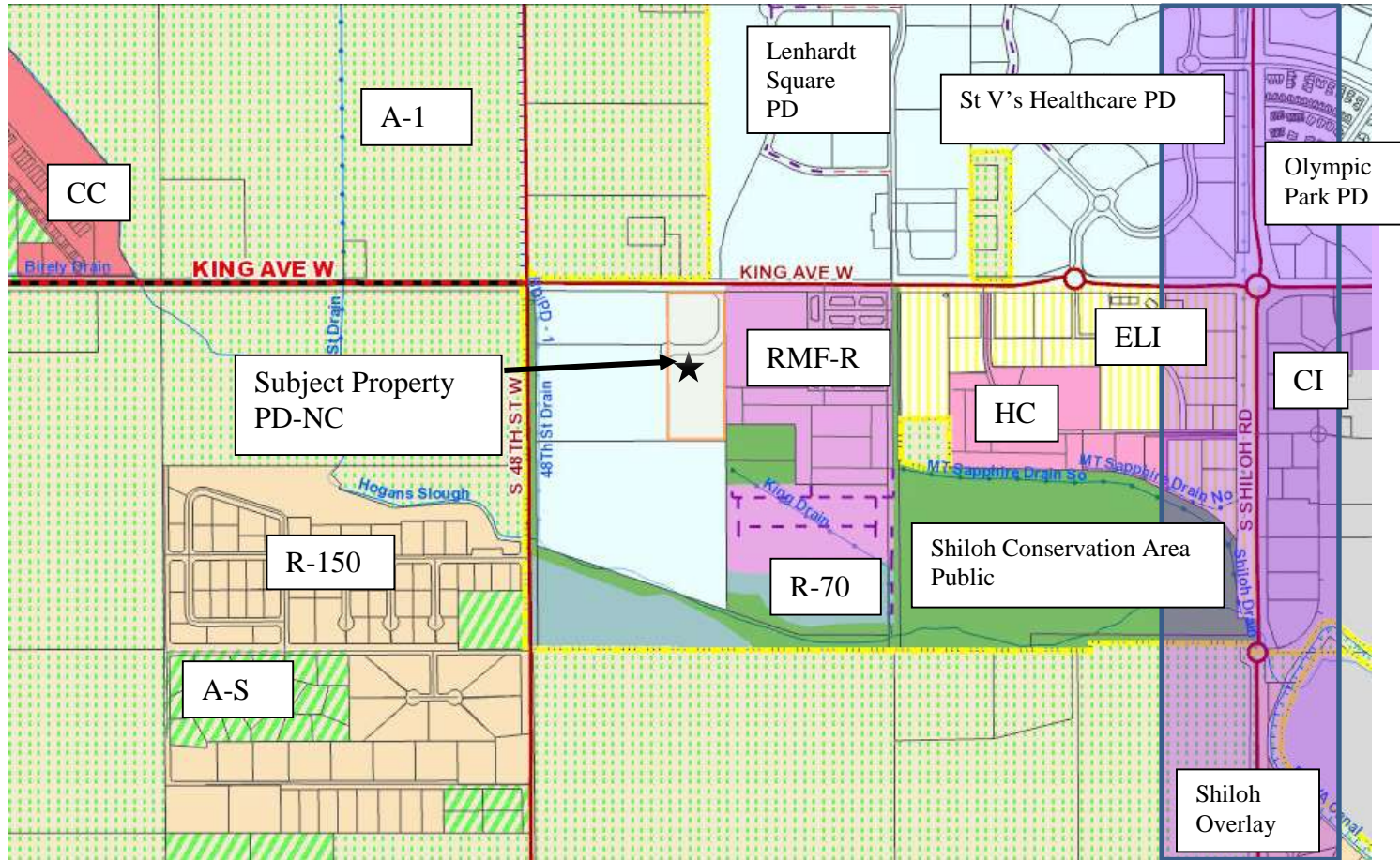
APPROVED BY CITY ADMINISTRATOR

Attachments

Zoning Map and Site Photos
Ordinance and Amended PD

Surrounding Zoning

Zone Change 975 – Western Sky PD



Subject Property Photos



Subject Property – view east



Hoop Dreams Apts

View east along King Avenue West

Subject Property Photos



View west along King Avenue West



View north and west across King Avenue West

Subject Property Photos



View north and east across King Avenue West



ORDINANCE NO. 20-

AN ORDINANCE AMENDING THE PLANNED DEVELOPMENT ZONE FOR WESTERN SKY SUBDIVISION

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

1. RECITALS. *Title 76, Chapter 2, Part 3, MCA, and Sections 27-302 and 27-1502, BMCC,* provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.

2. DESCRIPTION. Lots 2 & 3, Block 1, Western Sky Subdivision Amended, a 9.128 acre parcel of land generally located at the intersection of 46th St West and King Avenue West and is presently zoned **Planned Development (PD)** and is shown on the official zoning map within these zoning districts.

3. PLANNED DEVELOPMENT AMENDMENT. The official **Planned Development** Agreement on file in the office of the Clerk and Recorder for Yellowstone County under document #3830283 is hereby deleted in its entirety and replaced with the new **Planned Development Agreement attached as Exhibit A** as set out in the Billings, Montana City Code.

4. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

5. EFFECTIVE DATE. This ordinance shall be effective from and after final passage and as provided by law.

PASSED by the City Council on first reading January 27, 2020.

PASSED, ADOPTED AND APPROVED on second reading February 10, 2020.

CITY OF BILLINGS:

BY:

William A. Cole, Mayor

ATTEST:

BY: Denise Bohlman, City Clerk – Zone Change 975

EXHIBIT A

Return to:
Sanderson Stewart
1300 N Transtech Way
Billings, MT 59102

AMENDED PLANNED DEVELOPMENT
AGREEMENT

Western Sky Subdivision, 2nd Amended

This AMENDED PLANNED DEVELOPMENT AGREEMENT FOR WESTERN SKY is made and entered into this ____ day of _____, 20__, by and between Mont Vista, LLC, a Montana limited liability company (“Developer”) whose address for the purposes of this agreement is of PO Box 333, Reed Point, MT 59069, and the City of Billings, a Montana municipality, (“City”) whose address for the purposes of this agreement is 210 North 27th Street, Billings, MT 59101.

WITNESSETH:

WHEREAS, MONT VISTA, LLC is the owner of all of Lots 1 through 5, Block 1 of Western Sky Subdivision, 2nd Amended (Subdivision) located in the NW ¼ of Section 15, Township 1 South, Range 25 East, P.M.M., Yellowstone County, Montana as recorded on November 14, 2019, under Document Number 3902604:

WHEREAS, the Subdivision is subject to the terms and conditions of a certain Planned Development Agreement recorded on October 13, 2017, under Document Number 3830283; and

WHEREAS, the Developer desires to file an Amended Planned Development Agreement which shall supersede the previously recorded Planned Development Agreement; and

WHEREAS, the Western Sky Subdivision, 2nd Amended may consist of a mixture of community commercial, neighborhood commercial and residential housing and Mont Vista, LLC desires to place certain Planned Development zoning and land use restrictions on the property; and

WHEREAS, Mont Vista, LLC enters into this Agreement with the City of Billings to ensure that the Western Sky Subdivision, 2nd Amended will be developed and maintained consistent with the standards described in this, the Western Sky Planned Development.

NOW, THEREFORE, THE PARTIES TO THIS AGREEMENT, for and in consideration of the mutual promises herein contained and for other and good and valuable considerations, do hereby establish and declare the following Development Plan, which shall apply to all of the real estate described herein and shall bind the present and future property owners to such real property and shall run with the land.

AGREEMENT

ARTICLE I - PURPOSES

Section 1. Greater or Lesser Standards. Many of the requirements described in this Agreement are the same, similar to, or stricter than requirements in the Unified Zoning Regulations. However, to the extent that this Agreement creates greater or lesser standards for density, use, height, lot coverage, parking, signage, traffic circulation, landscaping or other land use conditions, the City has determined in accordance with Section 27-1303 of the Unified Zoning Regulations, these unique standards are appropriately balanced by the inclusion of mitigating features or special amenities not otherwise provided by law or regulation. Some of the amenities that shall be incorporated into the Western Sky Planned Development include:

- A. Open Space and Park Land above the minimum of eleven percent (11%) dedicated to the residential portion which is required by the Subdivision Regulations.
- B. Construction and landscaping of a functional and attractive pedestrian and bicycle facility that will promote the safe and convenient transportation of children and adults while interfacing with the Private Park Areas located throughout the Western Sky Planned Development.

Section 2. Natural Environment. A natural and healthy environment will be emphasized with ample Park Land and Open Space. Sidewalks, bicycle and walking trails will interconnect with Park Land and Open Space to encourage physical activity.

Section 3. Mixed Residential Use Purpose. The Western Sky Planned Development will effectively define a variety of commercial and residential uses allowing for a planned mix of community and neighborhood commercial and housing types creating a diverse and aesthetically pleasing community.

Section 4. Flexibility for Future Development. The Western Sky Planned Development shall permit maximum flexibility of design and materials to meet commercial and residential demands as they change over time. The planned development zoning described in this Agreement is intended to provide an opportunity for future development that will create an attractive and functional neighborhood community with a variety of living and commercial opportunities.

ARTICLE II – DEFINITIONS

Section 1. The Billings Unified Regulations means, “The Billings Unified Regulation” in effect, June 5, 2017.

Section 2. Unified Zoning Regulation Definitions. All terms used herein shall have the same definition and meaning as specified in the City of Billings Unified Zoning Regulations and the City of Billings Municipal Code unless a contrary definition or meaning is provided herein. If a definition is not provided, the term shall be deemed to have a common and ordinary meaning.

Section 3. Western Sky Planned Development. “Western Sky Planned Development” or “Planned Development” or “development” consists of a portion of the land situated in the NW 1/4 of Section 15, Township 1 South, Range 25 East, P.M.M., Yellowstone County, Montana described as Lot 3 and 4 of Block 1 of Plat of Western Sky Subdivision, recorded in the office of the clerk and recorder, Yellowstone County, under Document No. 3374355 is planned to be in the Western Sky Subdivision plat including commercial and residential lots and space, streets, Open Space and Park Land within in the Western Sky Planned Development. Attached hereto and by reference incorporated herein is the attached **Planned Development Exhibit** illustrating the land and streets included in the Planned Development. The development will feature community, neighborhood commercial and mixed residential uses.

Section 4. Western Sky Homeowners Association. The term “Association” or “Western Sky Homeowners Association” shall mean the association of owners of property within the Western Sky Planned Development that may be organized by Mont Vista, LLC.

Section 5. Design Review Committee. “Design Review Committee” means the person, entity or committee appointed by Mont Vista, LLC to exercise the rights, duties and responsibilities

assigned to it by Mont Vista, LLC under this Planned Development Agreement or under any Declaration of Covenants and Restrictions recorded by Mont Vista, LLC.

Section 6. Developer. “Developer” means Mont Vista, LLC or any person or entity to whom Mont Vista, LLC transfers or assigns its development rights hereunder.

Section 7. Neighborhood Commercial. “Neighborhood Commercial” means commercial centers and limited retail activities conducted in a unified development designed to serve the surrounding neighborhood with facilities consisting of convenience retail, personal service establishments and mini-storage units as permitted uses.

Section 8. Community Commercial. “Community Commercial” means to provide locations for planned and integrated retail, service and office facilities in close proximity to high and medium density residential neighborhoods.

Section 9. Residential Multi-Family. “Residential Multi-Family” means to provide adequate sites for multi-family developments including high-rise apartment complexes. Dwelling unit density is increased in this classification to encourage development in areas where it will complement existing developments. Land within the classification be located with access to major arterial transportation routes plus financial, cultural and retail stores and be served by public water and sewer services.

Section 10. Dwelling Unit. “Dwelling Unit” means one (1) or more rooms designed for or occupied by one (1) family for living or sleeping purposes and may contain kitchen and/or bathroom facilities for use solely by one (1) family. All rooms comprising a dwelling unit shall have access through an interior door to other parts of the dwelling unit. A residence building may contain one (1) or more dwelling units.

Section 11. Grade. “Grade” is the lowest point of elevation of the finished surface of the ground, or the lowest point of elevation of the finished surface of the ground between the exterior wall of the building and the property line, if it is less than five (5) feet distance from the wall. In cases where walls are parallel to and within five (5) feet of a public sidewalk, alley or other public way, the grade shall be the elevation of the sidewalk, alley, or public way.

Section 12. Height. “Height” or “Building Height” means the vertical distance from the highest point of a structure to the “grade”.

Section 13. Lot. “Lot” or “lot” means a portion of the Mont Vista Planned Development depicted as a separately identified parcel on a recorded subdivision plat that may be independently owned and conveyed. The term refers to the land, as opposed to any structures or other improvements on the Lot. Multiple Dwelling Units may be located on one Lot. The term does not include Park Land and Open Space or property dedicated to the public.

Section 14. Park Land and Open Space. “Park Land” and “Open Space” means any property or facility that Mont Vista, LLC has identified on the Mont Vista Subdivision plat as Open Space and/or Park Land, except “Public Park Land” as defined below. In addition, Park Land may include but is not limited to park areas, open spaces, common areas, water amenities, bike trails, sidewalks, walking paths, exercise or play areas, sitting areas, picnic areas, landscaped entryways, community sign areas. “Public Park Land” means suitable land dedicated to the City of Billings in a location, size and configuration with amenities acceptable to the Billings Parks and Recreation Department. The park land shall have a minimum of 50% of the park’s perimeter adjacent to public streets. Amenities in the park may include playgrounds, exercise areas, picnic

shelters, trails, sidewalks, sport courts, open programmable space, trees, shrubs, grass, irrigation and appropriate park signage etc. Park land shall not include utility easements, Rights of Way, entryways, community or commercial signage areas, stormwater management facilities or ditch, drainage, canal or piping conveyance systems. "Public Park Land" shall be clearly identified on a plat. Land not identified as "Public Park Land" on a plat, and not included as a development parcel, shall be considered "Private Park Land".

Section 15. Owner. "Owner" or "owner" shall mean any person or entity owning a fee simple interest in a lot or a purchaser by a contract, whether one or more persons or entities, owning or purchasing a lot, but excluding Developer and/or those having a mortgage or an interest merely as security for the performance of an obligation.

Section 16. Single Family. "Single Family" or "single family residential" means a building constructed and designed for occupancy by one (1) family and containing one (1) dwelling unit.

Section 17. Story. "Story" means that portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above. If the finished floor level directly above a basement, cellar or unused under-floor space is more than six (6) feet above grade as defined herein for more than fifty percent (50%) of the total perimeter or is more than twelve (12) feet above grade as defined herein at any point, such basement, cellar or underused under-floor space shall be considered a story.

Section 18. Town Home. "Town Home" or "town home residential" or "townhouse" means a building or structure that has two (2) or more one (1) family dwelling units erected as a single building, each being separated from the adjoining unit or units by an approved fire wall or walls and providing for fee simple ownership of land and dwelling unit. In contrast to a "condominium" a town home includes deeded ownership of the land underneath the dwelling unit in the town home, whereas a condominium may not.

Section 19. Twin Home. "Twin Home" or "twin home" or "twin home residential" means a building constructed and designed for occupancy by two (2) families living independently of each other, and containing two (2) dwelling units, where the dwelling units share a common separation such as a hallway, covered lane, ceiling, wall, including without limitation, the wall of an attached garage or porch.

Section 20. Residential Manufactured Home Park or Court. "Residential Manufactured Home" means a space designed or used that contains temporary or permanent parking for two (2) or more manufactured homes spaces which are available to the general public for use as residences. The land or parcel is not composed of individually platted lots which contain only one manufactured home per lot.

Section 21. Unit Ownership Act. "Unit Ownership Act" means the Unit Ownership Act of the State of Montana, Section 70-23-101, et seq., Montana Code Annotated. At the discretion of Developer(s), the Unit Ownership Act may be used to develop Patio Homes, Town Homes, and Twin Homes in the Areas identified herein for such use. However, the terms and limitations in this Planned Development Agreement shall remain applicable.

Section 22. Trail Easement. "Trail Easement" means a minimum 20-foot wide corridor for the purpose of establishing a 10-foot wide concrete or asphalt trail in accordance with the most recent Billings Bikeway and Trails Master Plan. The location of Trail Easements shall be

agreeable to the City and clearly identified on a plat. Conditions of the Trail Easement shall be agreeable to the City of Billings.

ARTICLE III – PERSONS BOUND BY THIS AGREEMENT

Section 1. Persons and Entities Bound. The City of Billings and all individuals, corporations or other entities who presently have or shall hereafter acquire any interest in and to any of the real property within the Western Sky Planned Development shall be held to agree to all of the terms of this Agreement, and all such individuals, corporations, and other entities, as well as their heirs, devisees, successors, assigns, tenants, trustees, mortgagees and other persons claiming under them shall be bound by this Agreement, the terms of which shall run with the land unless modified by subsequent zoning amendments approved by the City of Billings.

ARTICLE IV – LAND USES

Section 1. Underlying Land Use Classifications. Lots and underlying land use classifications are illustrated on the attached **Planned Development Exhibit**. The lots are divided into the following Areas with described underlying land use classification.

Underlying Land Use Classification(s)

AREA NO. 1 PD-CC	Community Commercial- no minimum lot size
AREA NO. 2 PD-NC	Neighborhood Commercial- no minimum lot size
AREA NO. 3 PD-RMF	Residential Multi-Family- no minimum lot size
AREA NO. 4 PD-RMH	Residential Manufactured Home - 3300 SF Minimum space area Single Family Home- 4800 SF Minimum lot area Twin Homes- 5300 SF Minimum lot area

Section 2. Permitted Area Uses.

Area No. 1 PD-CC lots may be used for community commercial purposes found in the Unified Zoning Regulations.

Area No. 2 PD-NC lots may be used for neighborhood commercial purposes found in the Unified Zoning Regulations including mini-storage units and certain light manufacturing facilities including the ancillary enclosed and attached warehousing and preparation activities as associated with bakery products, candy, chocolate, salted and roasted nuts, roasted coffee, pretzels, potato and corn chips, meal and meal kit preparations, apparel and other finished products made from fabrics and cloth material, custom furniture, leather products, pottery and custom artwork, as permitted uses.

Area No. 3 PD-RMF lots may be used for residential multi-family purposes.

Area No. 4 PD-RMH lots or spaces may be used for residential manufactured home, single family home, townhome and/or twin home purposes.

Land not described in lots and not identified as Public Park Land or Trail Easement shall be used for Private Park Land/Open Space which may include streets, boulevards, sidewalks, drainage ponds, Hogan's Slough, Irrigation ditches and structures, ingress and egress and utility easements and such other uses as may be reserved or required by Developer. Developer, at its discretion, may transfer Private Park Land/Open Space to a Western Sky Homeowners Association company.

Section 3. Special Review Uses. Special Review Procedures for the underlying land use classifications set forth in Article IV hereinabove are allowed and shall comply with the Unified Zoning Regulations as established by the City of Billings.

Section 4. Special Review Criteria to be Considered. In considering a special review or variance request, in addition to the review criteria in the Unified Zoning Regulations, the City shall consider the following criteria:

A. Mont Vista, LLC must have given its written consent to the special review or variance request.

B. The proposed use meets architectural guidelines as may be established by Mont Vista, LLC.

Section 5. Commercial Uses Prohibited. All lots or spaces located within Area 3 and Area 4 of the Western Sky Planned Development shall only be used for residential purposes which include lots or spaces used for storm drain ponds and parks with the exception of sales offices or club houses. No lot or space may be used at any time for any business, trade, manufacture or other commercial purpose; however, spaces may be rented or leased and in-home business using telephone, internet and other telecommunications is allowed but such in home business shall be regulated as may be required by City zoning regulations or municipal code.

Section 6. Accessory Dwelling Units. Guesthouses, Apartments over garage are not allowed.

Section 7. Overhead Lines. Overhead utility lines including electrical, telephone, cable lines are prohibited.

Section 8. Lot Size. The spaces or lot sizes are varied and will be set forth in the final plat or equivalent of each phase of the Western Sky Subdivision. In no case will the lot or space size be less than the minimums found in Article 4, Section 1.

Section 9. Minimum Setbacks and Landscaping Requirements

Minimum Community Commercial Setbacks, Heights and Landscaping Requirements.

Minimum Building Setback, maximum building height and Landscaping Requirements for lots in all PD-CC area is as follows:

- Building Setbacks - no changes from BMCC - except no personal storage warehouse, general warehouse or storage yard shall be constructed or established within 150 feet of the King Avenue West property line. Ancillary warehousing shall be allowed by must be a minimum of forty (40) feet from King Avenue West.
- Street frontage landscaping - no changes from BMCC
- Perimeter Landscaping - no changes from BMCC

Minimum Neighborhood Commercial Setbacks, Heights and Landscaping Requirements.

Minimum Building Setback, Height and Landscaping Requirements for lots in PD-NC area is as follows:

- A. Offices, light manufacturing facilities and other buildings not specifically designated as follows shall conform to the requirements of the BMCC. Any ancillary warehousing facilities shall be set back from King Avenue West a minimum of forty (40) feet. Mini Storage facilities will continue to be required to be set back a minimum one-hundred and fifty (150) feet from King Avenue West. Maximum building height shall be forty-five (45) feet.
- B. Street frontage landscaping – no change to BMCC
- C. Perimeter Landscaping:
 - For buffer yards, along common boundary lines between RMF developments and NC developments, replace perimeter landscaping requirements in BMCC 27-1105, Section b.2 with the following:
 - Provide 30' wide buffer yard with trees spaced diagonal at 20' on center
 - For buffer yards, along common boundary lines between RMH developments and NC developments, replace perimeter landscaping requirements in BMCC 27-1105, Section b.2 with the following:
 - No buffer yard is required where adjacent RMH area is to be developed as park land.

Minimum Residential Multi-Family Setbacks, Height and Landscaping Requirements.

Minimum Building Setback Requirements for lots in PD-RMF area is as follows:

- Building setbacks other than garages and accessory buildings – no change from BMCC
- Setbacks for garages:
 - Replace setback requirements in BMCC 27-310, Table 1 with the following:
 - 15 Feet from internal private street
 - 3 Feet Rear Yard
 - 3' Side yards including side adjacent to 48th Street West
- Street frontage landscaping:
 - Replace street frontage landscaping requirements in BMCC 27-1105, Section b.1 with the following:
 - No buffer yard is required along 48th Street West.
 - In lieu of a buffer yard, 116' of right of way shall be provided measured from the centerline of 48th Street West. Right of way is to accommodate construction of a 10' foot wide shared use path, 40' wide drainage ditch, and landscape buffers.
- Perimeter Landscaping:
 - For buffer yards, along common boundary lines between PD-RMF developments and PD-NC developments, replace perimeter landscaping requirements in BMCC 27-1105, Section b.2 with the following:

- No buffer yard is required. Where detached garages are not provided on the property line between the PD-RMF and the PD-NC, the developer will install a solid wall at a minimum height of 8 feet.

Minimum RMH Setbacks, Height and Landscaping Requirements.

Minimum Building Setback Requirements for lots in all Areas is as follows:

The premise of setbacks for RMH is there are no implied lots, only spaces for rent or lease. Setbacks are applied to the external boundaries and not the implied internal lines. Separation between a manufactured home and another manufactured home is 15 feet.

- Building Setbacks –
 - Front yard- no changes from BMCC
 - Side Yard Setback- no changes from BMCC
 - Rear Yard Setback- 8 Feet
- Street frontage landscaping - no changes from BMCC
- Perimeter Landscaping - On the eastern property line, the developer will install a minimum 6-foot high screening fence where building structures are located closer than 100 feet from the property line. On the western property line, the developer will install a minimum 6-foot high decorative wall between the 10-foot wide multi-use path and the manufactured home park.

Section 12. Permitted Projections. With Design Review Committee approval, the following projections may be permitted in the PD-RMH area:

- A. Front porches, steps, balconies, stoops, open porches, and covered walkways may encroach 5 feet into the 20 feet front yard setback; Side and Rear porches, steps, balconies, stoops, open porches, and covered walkways may not encroach more than 5 feet on the required 15' separation between manufactured homes and their respective attachments.
- B. Roof overhangs, eaves, gutters, cornices or other architectural features not to exceed two (2) feet.

Section 13. Maximum Density. The City calculates density by determining total dwelling units divided by total gross acres. The City has adopted an Annexation Policy to encourage a minimum density of 6 units per acre.

There are no changes to Area 1 and Area 2 to dwelling density requirements. Maximum average dwelling unit density to Area 3 and Area 4 for 487 dwelling units divided by 46.4 gross acres is an average density of 10.5.

The dwelling units are located in Areas shown on the attached **Planned Development Exhibit** as follows:

- Area No. 3 Up to and including 312 Multi-family dwelling units
- Area No. 4 Up to and including 175 Single family dwelling units

ARTICLE V – BUILDINGS, SIGNS, FENCES DESIGN STANDARDS

Section 1. General Building Design Standards. Unless expressly designated herein, the building design standards of the Unified Zoning Regulations, the Site Development Ordinance and the Building Code shall be followed for properties in this Planned Development.

Section 2. Design Considerations. Design Considerations shall include five (5) of the following considerations in any application to the Design Review Committee and to the City:

- A. Relationships to open space, pedestrian circulation, landscape features on and adjacent to the site;
- B. Views of the architecture from pedestrian and vehicular perspectives;
- C. Satisfaction of physical, psychological, social and functional needs of users;
- D. Orientation of buildings in relation to streets;
- E. Vehicular versus pedestrian flows.
- F. Character of surrounding developments;
- G. Solar orientation, climate and solar reflection
- H. Potential environmental hazards;
- I. Enhancement of the overall landscape;
- J. Scale of adjacent facilities and open space;
- K. Mountain views.

Section 3. Design Features. Design features shall include three (3) of the following as features of the finished construction:

- A. Landscaped entrance drives;
- B. Decorative walkways;
- C. Dynamic building and roof forms;
- D. Window patterns;
- E. Light and shadow patterns;
- F. Color accent.

Section 4. New Construction Required. Any building or residence erected upon lots in any of Areas 1, 2 and 3 shall be of new construction with concrete footings and foundation walls, mat slabs or other appropriately designed permanent foundation systems.

Section 5. Construction Equipment Time Limit. No construction equipment or materials of any nature shall be moved on to a lot more than sixty (60) days prior to the start of construction to be initiated thereon.

Section 6. Additional and Supplemental Design Guidelines. In addition to the design rules set forth herein, Mont Vista, LLC may record a Declaration of Covenants and Restrictions that provides additions, amendments and supplemental design and restriction guidelines.

Section 7. Signs Comply with Zoning Regulations. All signs shall comply with the Unified Zoning Regulations unless limited herein or as provided in any restrictive covenants recorded by Mont Vista, LLC. Lighted signs are allowed only in Areas 1, 2 and 3.

Section 8. Fences Comply with Zoning Regulations. Fences, walls, berms, hedges and other improvements shall comply with the clear vision standards of the Unified Zoning Regulations. Rear and side yard fences, walls, berms or hedges on a lot and not on a street or Open Space or Parkland shall not exceed eight (8) feet. An earth berm or hill on Private Park Land/Open Space may exceed eight (8) feet.

VI – LANDSCAPING

Section 1. Parkland Landscaping. Developer, at its expense, shall develop all Public Park Land and Trail Easements to City Standards. The Parks and Recreation Department shall be involved with and approve the design and construction of each portion of Public Park Land and Trail Easement development. This landscaping obligation occurs after fifty percent (50%) of the lots or spaces in a filing have been sold or leased. Private Park Land/ Open Space shall be developed at Developer's expense.

VII – PARK LAND

Park land will be created in excess of that required by the City of Billings Subdivision Regulations, through a combination of private parks, public parks, open space and right-of-way dedications for multi-user paths along the Hogan Slough and Shiloh Drain, and Trail Easements.

VIII – BICYCLE AND PEDESTRIAN FACILITIES

Section 1. Bicycle and Pedestrian Paths and Trail Easements. The development shall provide for Trail Easements through lots, and Private Park Land/Open Space. Trails shall also connect to and be part of the Public Park Land. The Trail Easement "system" shall allow pedestrian and bicycle access through the subdivision and reasonably connect to adjacent property and trail corridors on them when identified.

Trail Easements shall be built to City standards which include a minimum of ten (10) feet wide and constructed of concrete or asphalt. Location of Trail Easements shall be as determined by Developer in consultation with and agreeable to the City.

Maintenance of Public Park Land and Trail Easements. To provide proper maintenance of Public Park Land and Trail Easements, a Park Maintenance District (PMD) shall be created by the Developer as part of the first filing including the entire Western Sky development and expanded in each subsequent filings.

IX – SITE DEVELOPMENT STANDARDS

Section 1. Street Types and Standards. In the absence of a contrary agreement, all streets shall be developed to the City of Billings Subdivision Regulations for width, curb, gutter, sidewalk, cross-section, and surface treatment with the exception of Area 4. All streets developed within Area 4 shall be private and conform to the City of Billings Subdivision Regulations for width only. Curb, gutter, sidewalk, cross-section and surface treatment shall be per the PD engineering design.

Section 2. Zone Boundaries. The transitional areas between different commercial and residential use classifications should be designed to complement the adjacent land uses. Use of buffering landscaping is encouraged to achieve a harmonious change between properties and promote the sense of a single, unified neighborhood.

Section 3. Outside Storage. No storage area shall be permitted in the front portion of any lot with the exception of Area 2. Storage areas, shall be screened from the ground-level view of adjacent properties and streets with the exception of Area 2. Screening elements shall be of landscape materials or materials similar to those used to construct the primary structures. Storage areas shall comply with applicable building setbacks as set forth in the PD and must be approved by the Design Review Committee.

Section 4. Parking Area Development Standards. All parking, access drives and loading areas shall be paved and properly graded to ensure adequate drainage. Minimum parking requirements shall meet the City of Billings Subdivision Regulations.

Section 5. Loading and Unloading Areas. Owners may load and unload on their Lot(s) for purposes of their respective uses in accordance City of Billings Subdivision Regulations.

X – INSTALLATION OF IMPROVEMENTS

Section 1. Site Lighting Standards.

- A. All outdoor pole lighting shall be as set forth in the engineering design standards and fully shielded (no light emitted by a fixture is projected above the horizontal plane of the fixture) and mounted at heights no greater than twenty (20) feet above grade.
- B. All outdoor lighting, except street lights, shall be located and aimed or shielded to minimize stray light going across property boundaries.
- C. Security lighting-
 - Commercial Corner- structures may be illuminated to address security concerns and measures. Exterior lighting adjacent to residential uses shall be directed away from the residential use and public streets.
 - Mini-Storage- structures may be illuminated to address security concerns and measures. Exterior lighting adjacent to residential uses shall be directed away from the residential use and public streets.
 - RMF- buildings may be illuminated to address security concerns and measures. Exterior lighting adjacent to residential uses shall be directed away from other residential uses and public streets.

XI – OTHER REQUIRED DOCUMENTS

Section 1. Other Documents.

- A. Special Improvements Agreement. The City and Developer shall enter into a Special Improvements Agreement that includes provisions for creation of a Western Sky Park Maintenance District for land dedicated to the City for Park Land.

- B. Covenants and Restrictions. Developer may, but is not required to do so, record a declaration of covenants and restrictions that shall supplement this Planned Development Agreement.
- C. Other Documents. Any other documents as may be necessary to implement this agreement shall be executed by the parties hereto.

XII – OTHER REGULATIONS

Section 1. Maintenance. Maintenance by lot and spaces Owners between lot and space lines and the street shall include removal and replacement of dead and dying trees, grass and shrubs, removal of trash and weeds, repair and maintenance of drains, mail boxes whether on or off the Owner's lot or spaces, and repair of light standards, fences, walls, surfacing materials and in general maintain a neat and tidy appearance both on the lot and between the lot and the street.

XIII – ENFORCEMENT

Section 1. Right to Enforce by City. The terms of this Agreement may be enforced by the City as provided in the Unified Zoning Regulations.

Section 2. Right to Enforce by Owners. The terms of this Agreement shall run with the land and be binding upon and inure to the benefit of the parties hereto and the owners of property within the Western Sky Planned Development and any person or entity claiming under them. The terms of this Agreement may be enforced by the parties hereto, the Design Review Committee, as well as future property Owners. The parties agree the Design Review Committee shall have standing to enforce this Agreement relative to the City or any property owner regardless of whether the Design Review Committee owns a Lot. In addition to all rights under this Agreement, the parties enforcing this Agreement reserve all rights and remedies available at law or in equity, by statute or otherwise including the right to recover damages, reasonable attorney fees and costs. All such rights and remedies shall be cumulative.

Section 3. Right of Abatement and Suit. If Developer, the Design Review Committee or the City of Billings objects ("the objecting party") to any Owner's or other party's breach of this Agreement ("the defaulting party"), the objecting party shall have, in addition to any other rights and remedies arising at law or in equity, the right to abate the effects of the defaulting party's breach. To exercise the right of abatement the objecting party shall provide the defaulting party with written notice of its objection, specifying the particulars of the objection. If within thirty (30) days of receipt of such notice, the defaulting party fails or refuses to commence to remedy its breach under this Agreement, or if after commencing action the defaulting party fails to cure its default within a sixty (60) day period, the objecting party may perform whatever reasonable maintenance, repair, operation or other curative action as needed to remedy the default. The defaulting party shall pay upon demand to the objecting party the costs of such maintenance, repair, operation or other curative action, together with interest allowed by law from the date of disbursement of such costs until paid in full. The objecting party shall not be responsible for the continued maintenance or repair of any structure or Lot or the performance of the defaulting party's obligation under this Agreement. The objecting party may also prosecute a proceeding at law or in equity to enjoin a violation of the terms of this Agreement, to cause said violation to be remedied or to recover damages for said violation.

Section 4. Limitation on Enforcement. This Agreement is for the benefit of Developer, City, Owners and the Design Review Committee appointed by Developer and their heirs, devisees, assigns, trustees and may only be enforced by such parties. No other person or entity shall be

entitled to claim a breach of this Agreement or to enforce the restrictions contained herein, judicially or otherwise.

XIV– AMENDMENTS AND VARIANCES

Section 1. Amendments or Changes. This Agreement may not be amended, modified or terminated in whole or in part, except with the written consent of Developer and the City. Any modifications requested by Developer, Successors and Assigns, shall be processed using the same procedures as for a new application in accordance with the Unified Zoning Regulations; however, minor modifications may be approved by the zoning coordinator if he/she finds that the change would not:

- A. Change the overall character of the development;
- B. Change additional allowed uses;
- C. Change the approved minimum setbacks, maximum lots coverage or maximum allowed structure height.
- D. No increase in the number of residential units greater than two (2) percent; and
- E. No reduction in open space greater than two (2) percent.

Section 2. Variance Procedures. Variance procedures shall comply with the Unified Zoning Regulations. However, in no case shall a variance be granted for a use not consistent with this agreement until the requirements of Article 4, Section 4 been complied with.

Section 3. Zone Change Procedures. Zone change procedures shall comply with the Unified Zoning Regulations as established by the City of Billings.

XV– GENERAL PROVISIONS

Section 1. Assignment of Agent. Developer may, in its sole discretion appoint an individual or entity to act as its agent to fulfill the duties and obligations of Developer hereunder. Although not required to be effective, notice of such appointment may be made in writing containing a legal description of the Western Sky Planned Development land, recorded with the real estate records of Yellowstone County, Montana and mailed to the City at the address specified herein for notices.

Section 2. Assignment by Developer. Developer may, in its sole discretion, assign its rights and delegate its duties under this Agreement in whole or in part to any other person or entity. Notice of such assignment shall be made in writing and recorded in the real estate records of Yellowstone County, Montana, and shall contain the legal description for the Western Sky Planned Development, or any portion thereof, affected by the assignment. Notice of assignment and delegation shall also be provided to the City at the address specified herein. Once any notice of delegation has been recorded in the real estate records of Yellowstone County, Montana, Developer shall have no further responsibility or liability for the future performance or non-performance of this Agreement, and the City and all property Owners shall look exclusively to the appointed person or entity.

Section 3. Coordination with Other Regulations. The City Planned Development (PD) Zoning Regulations are considered to be part of this Agreement and by reference are incorporated herein.

If this Agreement or Covenants do not prescribe rules for a particular aspect of the development or use, either by express terms or by implication, then the terms of any other applicable City zoning regulations or development ordinances, including the Unified Zoning Regulations, shall govern. If other zoning regulations or ordinances applicable to the property are subsequently amended, the amended regulations or ordinances shall likewise continue to be applicable to the property to the extent that they are not inconsistent with this Agreement or Covenants. If there is any conflict between this Agreement or Covenants recorded by Developer and Planned Development Zoning Regulations, Unified Zoning Regulations, Subdivision Regulations, or other zoning regulations or ordinances, the terms and conditions of Covenants shall govern.

Section 4. Notices. All notices or demands required to be given hereunder shall be in writing and shall be served upon the other party either personally or by registered or certified mail. Service by registered or certified mail shall be conclusively deemed made three (3) days after deposit thereon in the United States Mail, postage prepaid, addressed to the party to whom service is to be given, as hereinafter provided, and the issuance of the registry or certification receipts therefore. All notices or demands to Developer or the City shall be given at the following addresses or such other addresses as Developer or the City may from time to time designate by written notice given to the other party as hereinabove required.

If to Developer: Mont Vista, LLC
PO Box 333
Reed Point, MT 59069

With copies to: Sanderson Stewart
1300 N Transtech Way
Billings, MT 59102

If to the City: City of Billings
Attn: City Clerk
P.O. Box 1178
Billings, MT 59103

With copies to: Planning Division
2825 3rd Avenue North, 4th Floor
Billings, MT 59101

And copies to: City Attorney's Office
P.O. Box 1178
Billings, MT 59108-1178

Section 5. Waiver. Unless expressly so provided in this Agreement, failure of one party to notify the other party of a default in the manner provided in this Agreement shall not be deemed a waiver of any rights that the non-defaulting party may otherwise have at law or in equity as a result of the default.

Section 6. Force Majeure. Any prevention, delay or stoppage due to strikes, lock outs, labor disputes, Acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, terrorist acts, governmental regulations and controls, enemy or hostile governmental action, civil commotion, fire or other casualty and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage. All parties shall use reasonable efforts to overcome whatever may be impeding their performance of any obligation hereunder.

Section 7. Severability. Should any provision of this Agreement be or become invalid, void, illegal or unenforceable, by a court of competent jurisdiction, shall be considered separate and

severable from this Agreement and the remaining provisions shall remain in force and be binding upon the parties hereto. Venue for matters concerning this PD shall be adjudicated in the 13th Judicial District Court in Yellowstone County, Montana.

Section 8. No Partnership. This Agreement is not intended to create, nor shall it in any way be interpreted to create a joint venture, partnership, or any other similar relationship between the parties.

Section 9. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

Section 10. Recordation. This Agreement and any amendments or modifications shall be recorded in the office of the clerk and recorder of Yellowstone County, Montana.

NOTICE

THIS AGREEMENT SHALL SERVE AS NOTICE TO ALL THIRD PARTIES, INCLUDING THOSE PURCHASING OR ACQUIRING AN INTEREST IN ANY OF THE PROPERTY OF THE WESTERN SKY PLANNED DEVELOPMENT LOCATED IN THE WESTERN SKY SUBDIVISION OF THE EXPRESS RESTRICTIONS PLACED UPON THE PROPERTY AND SHALL FURTHER SERVE AS NOTICE THAT, SHOULD THE TERMS OF THIS AGREEMENT BE VIOLATED, THE PARTIES TO THIS AGREEMENT MAY ENFORCE ANY AND ALL LEGAL RIGHTS AND REMEDIES SPECIFIED HEREIN AND PROVIDED BY LAW AND EQUITY.

Section 11. Duties Run with the Land. The duties created by this Agreement shall run with the land and shall be binding upon Mont Vista, LLC, the City of Billings, property Owners, and their heirs, successors and assigns.

Section 12. Contact Person. Developer hereby designates a contact person who may be contacted concerning any questions, comments, or concerns. Initially, at the time of recording, the contact person is Tracy Haag, 299 Stephens Hill Rd, PO Box 333, Reedpoint, MT 59069 (Telephone (406) 855-4168). Upon designation of the Design Review Committee, a member of the committee or an entity appointed by Developer shall be the contact person or entity to replace Tracy Haag.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year indicated by the notarial certifications indicated below.

MONT VISTA, LLC

By: _____
Tracy Haag, Member Agent

STATE OF MONTANA)
 : ss.
County of Yellowstone)

On this ____ day of _____, 20____, before me, a Notary Public for the State of Montana, personally appeared _____, known to me to be the person who executed the foregoing instrument as the _____ of MONT VISTA, LLC and who acknowledged to me that said company executed the same.

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

Notary Public in and for the State of Montana

“CITY”

CITY OF BILLINGS, MONTANA:

BY: _____
William A. Cole, Mayor

ATTEST: _____
Denise Bohlman, 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

Regular City Council Meeting

Meeting Date: 01/27/2020
TITLE: Zone Change 976 - Public Hearing and 1st Reading
PRESENTED BY: Karen Husman
Department: Planning & Community Services
Presentation: Yes

PROBLEM/ISSUE STATEMENT

City Zone Change 976 – 727 Lincoln Lane - from R-70 to HC- A zone change request from Residential-7000 (R-70) to Highway Commercial (HC), on Lots 1 and 2, Block 2, Bede Subdivision, a 25,200 square foot parcel of land. A pre-application neighborhood meeting was held on November 21, 2019, at 231 Main Street.

Zone Change applications are reviewed using statutory criteria (MCA, 76-2-304 and BMCC, 27-1502.d) referenced in the Alternatives Analyzed section of this memo. Zone Changes require approval through an ordinance. Zone Changes allow the change from one type of zoning district to another type of zoning – e.g. residential single family to residential multi-family or residential to commercial. A Zone Change cannot have conditions of approval and if approved, permits the owner to use the land for any purpose allowed within the zoning district (MCA, 76-2-302 and BMCC, 27-301).

APPLICATION DATA

OWNER: 4 the Store, LLC- Rich Miller
AGENT: Scott Aspenlieder, Performance Engineering
LEGAL DESCRIPTION: Lot 1-2, Block 2, Bede Sub.
ADDRESS: 727 Lincoln Lane
CURRENT ZONING: R-70
EXISTING LAND USE: Commercial warehouse/storage
PROPOSED USE: Commercial warehouse/storage
SIZE OF PARCEL: 25,200 sf

ALTERNATIVES ANALYZED

The City Council May:

- Approve the zone change and adopt the findings of the 10 criteria.
- Deny the zone change and adopt different findings.
- Allow the applicant to withdraw the zone change, or
- Delay action on the zone change request or up to 30 days.

Determinations for Zone Change #976

Prior to any decision on the zone change, the City Council shall consider the following:

1. Is the new zoning designed in accordance with the Growth Policy?

The proposed zone change is consistent with the following guidelines of the Growth Policy:

- Predictable land use decisions that are consistent with neighborhood character and land

use patterns.

The proposed zoning will allow the clean up a corner in Billings that has been underutilized and fallen into disrepair. The area along Main Street and the property adjacent to the west have been used for commercial purposes since the late 1970's. The proposed zoning is consistent with the neighborhood character and land use patterns between Main Street and Bench Boulevard. Development standards are in place to require screening, buffering, landscaping and mitigation of any potential conflicts with adjacent residential uses to the south and east. The proposed zoning is compatible with the existing uses to the north and west.

- More housing and business choices with each neighborhood.

The existing zoning is restricted to residential uses. The proposed zoning will allow the retention of the commercial use near Main Street and re-development of the property in the future.

- Business development and rejuvenation in the Heights.

The proposed zoning will allow continuation of an existing use and the re-use of land for new business development.

2. Is the new zoning designed to secure from fire and other dangers?

The new zoning requires minimum setbacks, open and landscaped areas and building separations. The new zoning, as do all zoning districts, provides adequate building separations and density limits to provide security from fire and other dangers.

3. Whether the new zoning will promote public health, public safety and general welfare?

Public health and public safety will be promoted by the proposed zoning. The property has an existing structure, a warehouse that would be expanded and used for low impact commercial uses.

4. Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirement?

Transportation: The proposed zoning may have some impact on the surrounding streets if the property is redeveloped in the future. A traffic impact study may be required depending on the development that is built on the property in the future

Water and Sewer: The City provides sewer to the property and water is provided by Billings Heights Water District.

Schools and Parks: Schools and parks should not be affected by the proposed zoning.

Fire and Police: The subject property is served by city public safety services. The Police and Fire Departments had no concerns with the zone change.

5. Will the new zoning provide adequate light and air?

The proposed zoning provides for sufficient setbacks to allow for adequate separation between structures and adequate light and air.

6. Will the new zoning effect motorized and non-motorized transportation?

Traffic generation from a commercial site is dependent on the specific uses within the development. The site is currently developed and the change in zoning should not have any significant effect on existing traffic patterns.

7. Will the new zoning promote compatible urban growth?

The new zoning does promote compatibility with urban growth. The proposed zoning will allow

this parcel to re-develop into a neighborhood service area with low impact commercial services that are compatible with the existing neighborhood.

8. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?

The proposed zoning does consider the character of the district and the suitability of the property for the proposed use. The proposed zoning will allow the re-development of the land as a commercial use and improve the property by updating the existing structure.

9. Will the new zoning conserve the value of buildings?

Approval of the zone change will conserve the value of the property by allowing redevelopment of the property. The existing commercial building and development will be conserved by the new zoning.

10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?

The proposed zoning will allow re-development of the land as commercial use. The property has been a commercial property for many years and is non-conforming to the R-70 zoning. Commercial development to buffer residential from high traffic on Main Street is the best use of the land.

FINANCIAL IMPACT

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

BACKGROUND

A zone change request from Residential-7000 (R-70) to Highway Commercial (HC), on Lots 1 and 2, Block 2, Bede Subdivision, a 25,200 square foot parcel of land. A pre-application neighborhood meeting was held on November 21, 2019, at 231 Main Street. The Planning Division reviewed this application and recommended approval to the Zoning Commission based on the attached ten (10) criteria for zone changes.

The City Zoning Commission held a public hearing on January 7, 2020 and is recommending approval based on the findings of the review criteria. The subject property is adjacent to commercial uses to the north, and west. Uses allowed in the HC zoning are compatible with the surrounding zoning and neighborhood character. Some uses in the HC zone would only be allowed by special review approval such as on-premise service of alcoholic beverages. Any development or re-development of the property requires compliance with the new zoning and the ability to meet site development requirements and traffic safety standards. The Growth Policy and the Billings Heights Neighborhood Plan encourage predictable land use decisions that are consistent with neighborhood character and land use patterns. The existing commercial structure and proposed zoning are consistent with this neighborhood and land use pattern.

STAKEHOLDERS

The City Zoning Commission held a public hearing on January 7, 2020, and received Staff recommendation, as well as testimony from the agent. Karen Husman, Planner I, gave a brief presentation and explained the intent of the zone change was to allow an existing commercial building to be upgraded, continuing its current commercial use. Scott Aspenlieder, agent explained the reason for the request is to allow the owner to upgrade the building. He said they are not able to get a building permit to do work on the structure as a commercial building

because of the residential zoning.

There were no residents in attendance to speak in favor or in opposition to the zone change request. The public hearing was closed.

The Zoning Commission had no discussion. A motion was made by Commissioner King to forward a recommendation of approval for Zone Change 976, and adopt Staff's recommended findings of the 10 review criteria, it was seconded by Commissioner McCall, and approved by a 3-0 voice vote.

RECOMMENDATION

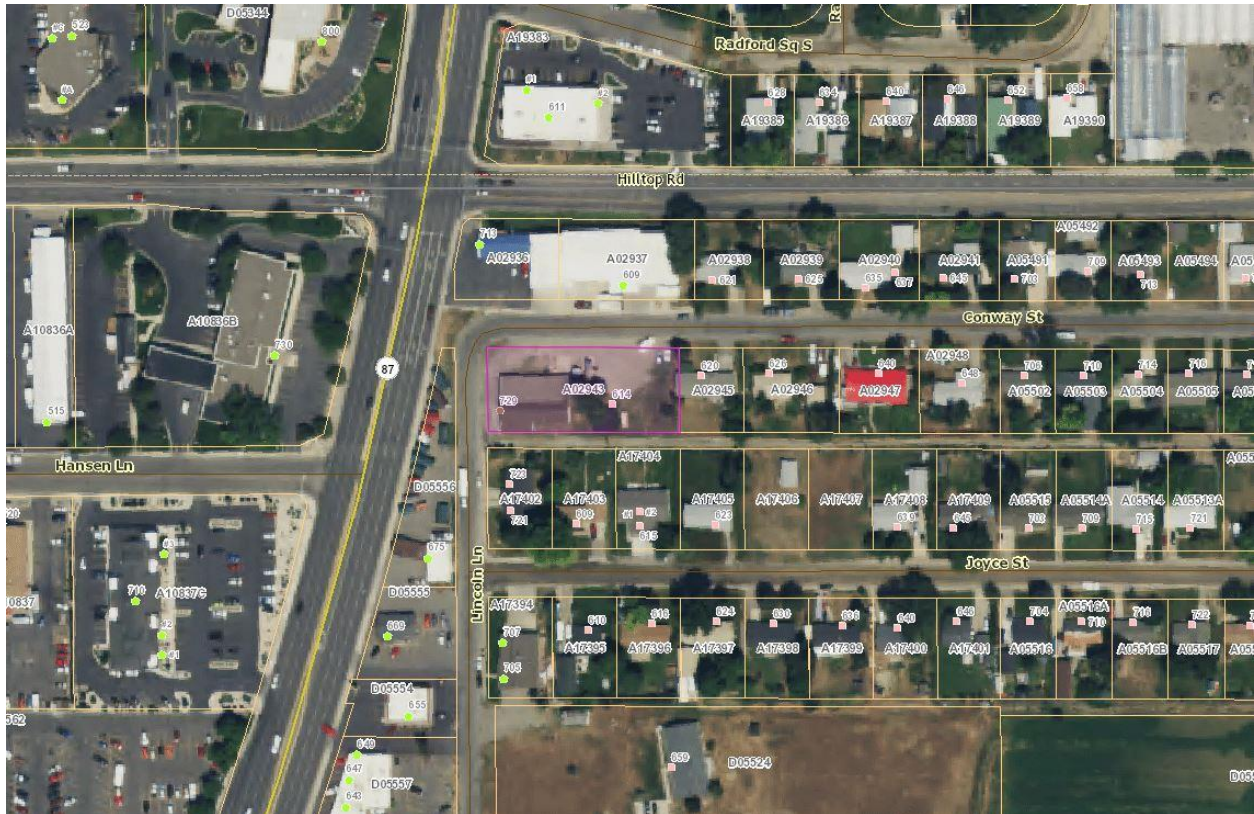
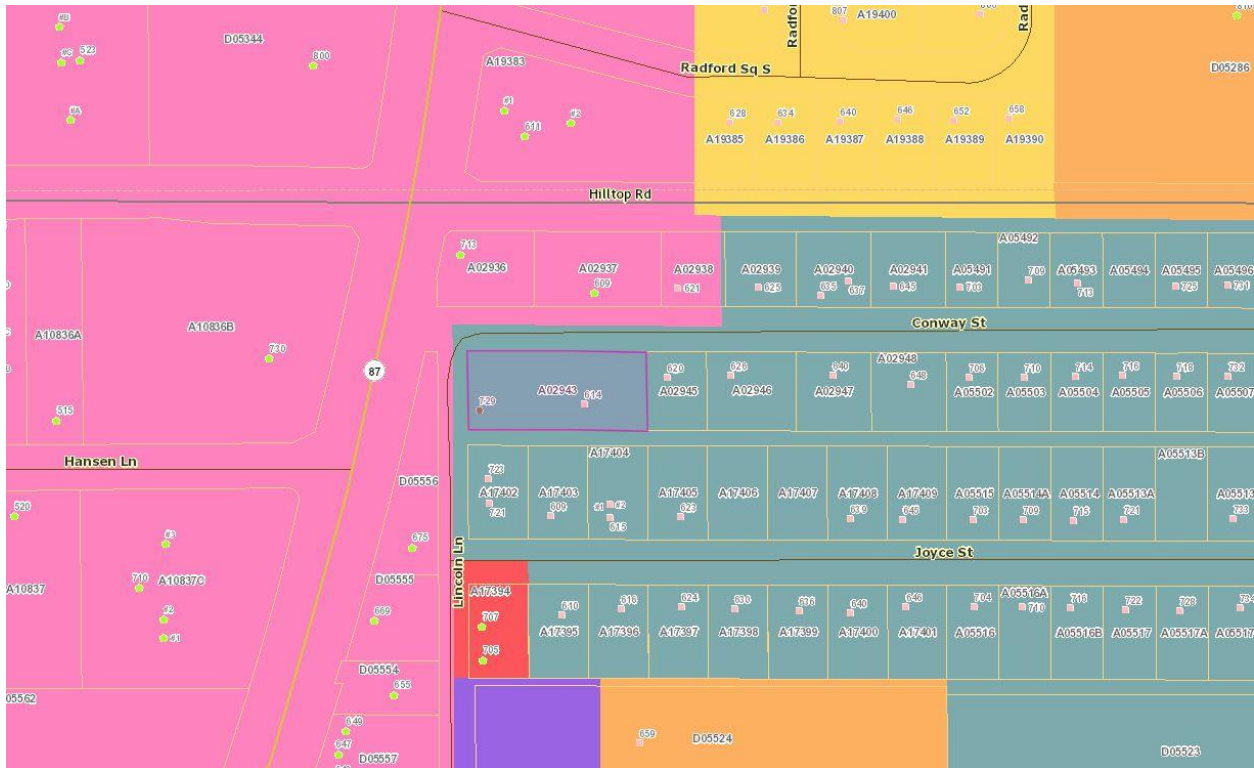
The Zoning Commission voted 3-0 on a motion of approval and adoption of the findings of the 10 criteria of Zone Change 976.

APPROVED BY CITY ADMINISTRATOR

Attachments

Zoning Map & Site Photos
Application, Appl. Letter, Pre app info
Ordinance

Zoning Map



Site Photos



Subject Property



South



South



West



North



East

Application

APPLICATION FORM

CITY ZONE CHANGE Billings Zone Change # 976 - Project # P2-19-00252

The undersigned as owner(s) of the following described property hereby request a Zone Change as outlined in the City of Billings Zoning Regulations.

Present Zoning: Residential 7,000

Proposed Zoning: Highway Commercial

TAX ID# A029430 CITY ELECTION WARD # 1

Legal Description of Property: Lot 1-2, Block 2, Bede Subdivision, Section 27, Township 01 N, Range 26 E.

Address or General Location (If unknown, contact City Engineering): 727 Lincoln Lane Billings, MT 59105

Size of Parcel (Area & Dimensions): Approximately 0.58 acres, 240' x 105' 25,200 sq

Present Land-Use: Commercial Property (Warehouse)

Proposed Land-Use: Commercial Property (Warehouse)

Covenants or Deed Restrictions on Property: Yes No

If yes, please attach to application

*** Additional information may be required as determined by the Zoning Coordinator in order to fully evaluate the application.

Owner(s): 4 the Store, LLC - Rich Miller

(Recorded Owner)
713 E Main Street, Billings MT 59105
(Address)
406-248-3657 rich@richsflooring.com
(Phone Number) (email)

Agent(s): Scott Aspenlieder

(Name)
608 North 29th Street, Billings MT 59101
(Address)
406-384-0080 scott@performance-ec.com
(Phone Number) (email)

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for a Zone Change. Also, I attest that all the information presented herein is factual and correct.

Signature: [Signature] Date: 12/2/19
(Recorded Owner)



Applicant Letter

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

The lots of interest are currently zoned Residential 7,000. The land surrounding the property is Highway Commercial to the north and west and Residential 7,000 to the east and south. The Growth Policy has several goals that would be met by changing the zoning of the property from Residential 7,000 to Highway Commercial. The issues that will be addressed are described below.

The first issue addressed is that the existing site use is incompatible with the current zoning under the current zoning ordinances and subdivision regulations. The existing site contains a warehouse which is allowed in Highway Commercial zones, but not allowed in Residential 7,000 zones. This issue would be resolved by changing the zoning to Highway Commercial which would match the Highway Commercial directly to the north and west and have little to no impact on the Residential 7,000 to the south and east.

Secondly, neighborhoods experiencing pressures from new development and land use changes also cause issues. The surrounding land is zoned Highway Commercial, and Residential 7,000. The goal is to have predictable land use decisions that are consistent with neighborhood character and preferred land use patterns. Having the land zoned Highway Commercial will accomplish these goals and provide continuity and consistency.

Third, the proposed zone change will further develop an infill property which is a priority in the Growth Policy. The existing zoning has prohibited the lot owner from further expanding his warehouse. Rezoning will revitalize the area and create growth in the Billings Heights.

One of the other major factors when considering development within the community is the strain on transportation services. The proposed project would entail expanding the existing warehouse. This type of development is not a high traffic generating facility and would not increase the amount of strain on the adjacent transportation network since the land use is not changing.

2. Explain your need for the intended zone change and why the property cannot be used under the existing zoning. Explain how the new zoning will fit in with the existing zoning and land uses of the immediate area.

The proposed development plan is to expand the existing warehouse located on the lot. Residential 7,000 zoning will not allow this type of development. The Highway Commercial zone will allow the expansion of the warehouse that sits within the lot. The land surrounding the property is Highway Commercial and Residential 7,000. The proposed land use will match the existing land use having an insignificant impact on the surrounding community.

Neighborhood meeting info

Pre-Application Statement of Owner(s) or Agent(s)

The owner(s), contract purchasers (if any) and agents (if any) are required to submit this completed form and any attachments along with a completed zone change application packet, including any required fees, for a zone change to be processed by the Planning Division.

1. **Present Zoning:** Residential 7,000 _____
2. **Written description of the Zone Change Plan** including square footage or acres of proposed new zoning: Proposing a zone change from Residential 7,000 to Highway Commercial for an approximately 0.58 acre area of land. _____
3. **Subject Property Map:** please attach to this form _____
4. **Legal Description of Property:** Lot 1-2, Block 2, Bede Subdivision, Section 27, Township 01 N, Range 26 E. _____
5. **Neighborhood Task Force Area:** Heights, Chairperson: Ed Arnold. _____
6. **Roster of persons who attended the pre-application neighborhood meeting:** please attach to this form _____
7. **A copy of the meeting notice.** please attach to this form _____
8. **A brief synopsis of the meeting results.** please attach to this form _____
9. **The undersigned affirm the following:**
 - 1) The pre-application neighborhood meeting was held on the 21, day of November, 2019.
 - 2) The zone change application is based on materials presented at the meeting.

Owner (s): 4 the Store, LLC - Rich Miller Telephone: 460-248-3657
Address: 713 E Main Street Email: rich@richsflooring.com
Billings MT 59105

Agent (s): Scott Aspenlieder Telephone: 406-384-0080
Address: 608 Noth 29th Street Email: scott@performance-ec.com
Billings, MT 59101



November 14, 2019

Dear Interested Neighbor,

On behalf of 4 the Store, LLC, Performance Engineering, LLC, is writing to inform you of a zoning pre-application neighborhood meeting being held on **Thursday, November 21st, at 6:00 p.m. at 231 Main Street, Billings, MT 59105.** The meeting is being held in the Country Inn & Suites by Radisson, to discuss a proposed zone change regarding the existing property. The owner is requesting that the property shown on the attached exhibit and described below be re-zoned to accommodate future development:

Lots 1-2, Block 2 of Bede Subdivision, S27, T01N, R26E, in Yellowstone County totaling 0.58 acres, located on the south east corner of the intersection of Lincoln Lane and Conway Street.

The intent of the meeting is to make neighboring property owners aware of the proposed zoning change for the subject property, discuss the potential for redevelopment, and to answer questions about the project. The property is currently zoned as Residential 7,000. The zoning proposal to be presented to Yellowstone County will be to change the zoning of the land described above from Residential 7,000 to Highway Commercial to accommodate modifications to the existing warehouse. A total of 0.58 acres is included in the proposed zone change. The current zoning code definition for Highway Commercial is as follows:

Representatives for Performance Engineering, LLC as well as the Owners, will be present at the meeting to answer questions from those who attend. For those unable to attend the meeting, written letters can be directed to Performance Engineering at 608 North 29th Street, Billings, MT 59101, attention Scott Aspenlieder, or emails may be sent to scott@performance-ec.com. We look forward to discussing the proposed zoning change with you and hope to see you on **November 21st.**

Sincerely,

A handwritten signature in blue ink, appearing to be 'S Aspenlieder'.

Scott Aspenlieder, PE
Principal



November 21st 2019 6:00pm
Country Inn & Suites by Raddison

Meeting Notes
4 the Store, LLC

Representatives: Scott Aspenlieder (PE)

Points of Discussion

Brief review of Project Development
Requesting comments from Home/Property owners
Addressed Comments/Concerns from Home/Property owners
Review Timeline for Planned Development of Project

Project Development

Renovating an existing warehouse.

Home/Property Owners Comments & Concerns

Only one person showed up to the meeting and they wanted to know what 4 the Store, LLC was going to be doing on the property.

Home/Property Owners Guidance or Suggestions

None

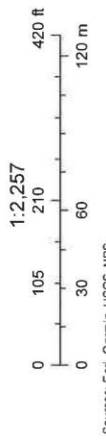
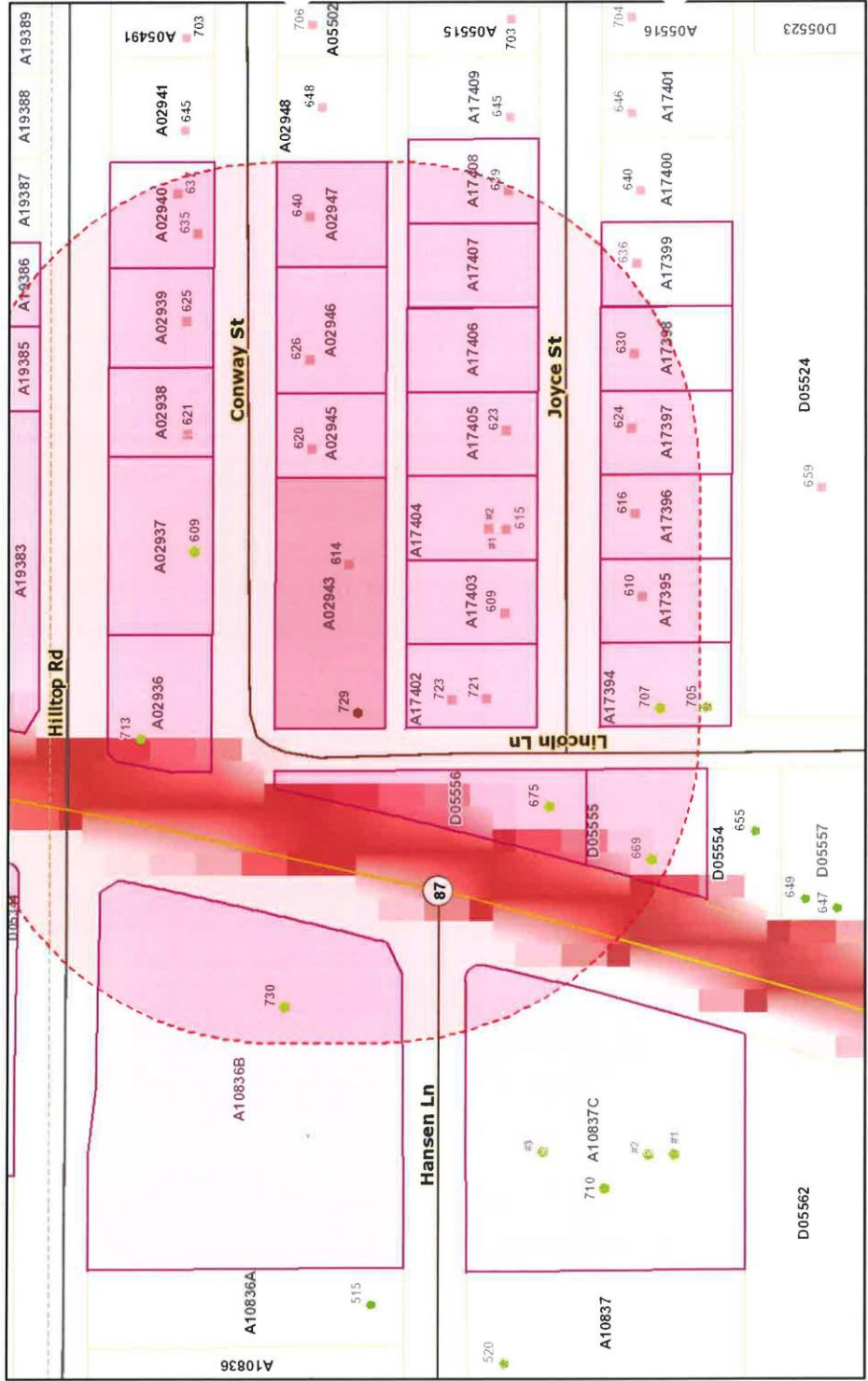
Timeline for Planned Development

1. Application - Home/Property owners need to get all requests/comments in as soon as possible with the application being submitted Monday December 2, 2019. Send all letters or emails to Scott and/or Nicole Cromwell at City Planning.
2. Zoning Commission Hearing - Public Welcome - January 7, 2020
3. City Commission Hearing - Public Welcome - January 27, 2020

All three timeline options are for people to express comments and concerns.

Meeting Adjourned 6:45 pm.

727 Lincoln Lane - Zone Change R70 to NC



Source: Esri, Garmin, USGS, NPS

Yellowstone County

November 14, 2019

*Return to TAMARA FRANK
406-384-0080
Performance Engineering*

ORDINANCE NO. 20-_____

AN ORDINANCE AMENDING THE ZONE CLASSIFICATION FOR Lots 1 & 2, Block 2 Bede Subdivision, a 25,200 square foot parcel of land, generally located at 727 Lincoln Lane.

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

1. RECITALS. *Title 76, Chapter 2, Part 3, MCA, and Sections 27-302 and 27-1502, BMCC*, provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.
2. DESCRIPTION That Lots 1 & 2, Block 2 Bede Subdivision, a 25,200 square foot parcel of land, generally located at 727 Lincoln Lane is presently zoned **Residential-7000 (R-70)** and is shown on the official zoning maps within this zone.
3. ZONE AMENDMENT. The official zoning map is hereby amended and the zoning for **the above described parcel** is hereby changed from **Residential-7000 (R-70)** to **Highway Commercial (HC)** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Highway Commercial (HC)** as set out in the Billings, Montana City Code.
4. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
5. EFFECTIVE DATE. This ordinance shall be effective from and after final passage and as provided by law.

PASSED by the City Council on first reading January 27, 2020

PASSED, ADOPTED AND APPROVED on second reading February 10, 2020

CITY OF BILLINGS:

BY: _____
William Cole, Mayor

ATTEST:

BY: Denise Bohlman, City Clerk
Zone Change 976 –727 Lincoln Lane