

****ATTENTION****

Due to the COVID-19 health concerns, the format of the City Council meeting will be held in a virtual videoconferencing environment. In order to honor the Right of Participation and the Right to Know in Article II, sections 8 and 9, of the Montana Constitution, the City of Billings and City Council are making every effort to meet the requirements of the open meeting laws:

- The Agenda Packet is available for viewing on the City's website at: <https://ci.billings.mt.us/117/Agendas-Minutes>
- Councilmembers will attend the meeting via a remote location, using a virtual meeting method. City Hall and the Council Chambers will be closed during the meeting.
- The Public may view the meeting on the Community 7 TV - Channel 7 or Channel 507 – Spectrum Cable. The Public may also view online at www.comm7tv.com and click on the "Watch Live" icon. Community 7 also has links to their Facebook page and YouTube channel in which to view the meeting.
- Public comment will be taken only during the Public Comment periods as indicated on the agenda, and during the Public Hearings under the Regular agenda. Comments may be sent to Council via email before 3:00 PM, on Monday, June 22nd, at: <https://ci.billings.mt.us/1538/City-Council-E-mail-Messages>
- Emails received after 3:00 PM and prior to 5:00 PM, may be read during the meeting.
- The Public may call in during specific Public Comment periods at **406.237.6196**. All callers will be in a queued system and are asked to remain on hold and be patient. Calls will be taken in the order in which they are received. Callers will be restricted to 3 minutes of testimony as is customary.

Future delivery methods may be explored as best practice is learned.

Please contact Denise Bohlman, City Clerk, bohlmand@billingsmt.gov, with any questions.

REVISED 6/18/2020

Consent Agenda Item 1K was changed to include the bond interest rate;

Regular Agenda Item 6, the staff memo and attached exhibit were changed based on Council direction during the June 15, 2020 Work Session; and

Regular Agenda Item 8(b) the draft resolution was attached.

CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

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

AGENDA

Council Chambers are Closed.
The meeting will be held remotely via virtual meeting room. Please see coversheet for details and instructions for viewing and participation.

June 22, 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

COVID-19 Update by Unified Incident Command (UIC)

MINUTES:

- May 26, 2020 - Pending
- June 8, 2020 - Pending

COURTESIES:

PROCLAMATIONS: June 13th - Juneteenth National Freedom Day

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: 1 and 8 ONLY. Speaker sign-in required. (Comments are limited to three (3) minutes or as set by the Mayor. During COVID-19, the method to take and hear public comment has changed. Individuals wishing to give public comment will call a dedicated phone line (237.6196) and held in queue until it is their turn to comment. Comments on items listed as public hearing items will be heard ONLY during the designated public hearing time for each respective item. For items not on this agenda, public comment will be taken at the end of the agenda.)

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

A. **Bid Awards:**

1. **SID 1408: Wanigan Subdivision Improvements.** (Opened 6/9/20) Recommend FirstMark Construction, LLC; \$759,525.
2. **SID 1410: Annafeld Park Trail Improvements.** (Opened 6/9/20) Recommend FirstMark Construction, LLC; \$103,429.
3. **SID 1410: Annafeld Subdivision, 2nd Filing, Streetlights.** (Opened 6/9/20) Recommend Ace Electric, Inc.; \$129,530.
4. **SID 1413: Winged Foot Road and Greenbriar Road.** (Opened 6/9/20) Recommend Knife River - Billings; \$843,704.75.
5. **W.O. 20-01: 60-inch Sewer Interceptor Trenchless Rehabilitation Project.** (Opened 6/2/20) Recommend Insituform Technologies, LLC; \$2,791,278.
6. **W.O. 20-11: Lloyd Mangrum and Lake Hills Lift Station Rehabilitation.** (Opened 6/9/20) Recommend rejecting all bids.
7. **W.O. 20-16: Rectangular Rapid Flashing Beacons Installations.** (Opened 6/9/20) Recommend Montana Lines, Inc.; \$383,660.
8. **W.O. 20-23: Solid Waste Container Storage Facility.** (Opened 6/9/20) Recommend FirstMark Construction, LLC; \$469,665.

9. **W.O. 20-39: 2020 Miscellaneous Drainage Improvements.** (Opened 6/9/20)
Recommend KLE Construction, LLC; \$417,630.
 10. **W.O. 20-40: Walter Pump Station Generator.** (Opened 6/9/20) Recommend CEI
Electrical Contractors; \$281,000.
 11. **W.O. 20-42: North 29th and 30th Street Two-Way Conversion.** (Opened 6/9/20)
Recommend Montana Lines, Inc.; \$1,468,327.05.
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- B. **Professional Services Contract** for W.O. 20-44: Water Reclamation Facility
Nutrient Recovery Improvements Project with HDR Engineering, Inc.; \$638,300.
 - C. **Amendment No. 6**, Phase Two Terminal Concourse Expansion Project
Professional Services Contract with Morrison-Maierle, Inc.; \$1,707,736.
 - D. **Amendment to Gross Maximum Price (GMP) Agreement** with Sletten
Construction for Airport Terminal Concourse Expansion Project, Phases 2-5;
\$40,326,911.
 - E. **Consultant Agreement** for W.O. 20-30: Hallowell Lane Improvements with
Sanderson Stewart; \$306,865.
 - F. **Consultant Agreement** for W.O. 20-30: Hallowell Lane Improvements with WWC
Engineering; \$308,410.
 - G. **Landfill Agreement** with Yellowstone County; \$258,000.
 - H. **Purchase Agreement** for Water Reclamation Facility for 15,000V disconnect and
transformer replacements with CTC Solutions, Inc.; \$458,765.
 - I. **Purchase Agreement** of parking access and revenue control system with Flash
Parking; in an amount not to exceed \$500,000.
 - J. **Resolution** relating to \$1,133,315.78 pooled Special Improvement District bonds,
Series 2020 (SID 1408, SID 1410 and SID 1413); fixing the form and details and
providing for the execution, delivery and security.
 - K. **Resolution** relating to Tax Increment Bonds; fixing the form and details and
providing for the execution, delivery and security.

L. Bills for the Weeks of:

1. May 18, 2020
2. May 26, 2020

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 977:** a zone change to amend the zone district boundary lines within the Planned Development Agreement (PDA) to increase the acres in the underlying Community Commercial (CC) zoning; increase the acres in the Neighborhood Commercial (NC) zoning; decrease the acres in the Residential Multi-family (RMF) zoning; and decrease the acres in the Residential Manufactured Home (RMH) zoning, generally located at King Avenue West and 48th Street West, Western Sky Subdivision. Mont Vista, LLC, owner, Sanderson Stewart, agent. Zoning Commission recommends approval and adoption of the 10 criteria. (Action: approval or disapproval of the Zoning Commission recommendation.) * **Quasi-Judicial**

• *Presented by: Karen Husman, Planner*

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve Zone Change 977 and adopt the findings of the 10 criteria, as recommended by the Zoning Commission.

* **Quasi-Judicial** – Caution must be exercised concerning any potential ex parte communications with interested parties. This policy-making body may exercise approval or other adjudication authority which is "judicial" because it directly affects the legal rights of a person.

3. **PUBLIC HEARING AND RESOLUTION** vacating the alley adjacent to Lots 1-6, Block 1, La Ray Subdivision; Propiedad, LLC, petitioner. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

• *Presented by: Dave Mumford, Public Works Director*

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve the resolution vacating the alley adjacent to La Ray Subdivision, as recommended by staff.

4. **PUBLIC HEARING AND RESOLUTION** establishing and revising Planning and Engineering Divisions' fees for FY21-FY22. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

• *Presented by: Monica Plecker, Planning Division Manager*

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve the Resolution establishing and revising Planning and Engineering Divisions' fees for FY21-22, as recommended by staff.

5. **PUBLIC HEARING AND RESOLUTION** approving and adopting Public Works right-of-way fees for FY21-FY22. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

• *Presented by: Jennifer Duray, Public Works Deputy Director*

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve the Resolution approving and adopting Public Works right-of-way fees for FY21-22, as recommended by staff.

6. **PUBLIC HEARING AND RESOLUTION** approving and adopting FY21 budget. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

• *Presented by: Andy Zoeller, Finance Director*

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve the Resolution approving and adopting the FY21 budget, as recommended by staff.

7. **PUBLIC HEARING AND RESOLUTIONS** setting FY21 annual assessments on the following:

a. **Business Improvement District, Tourism Business Improvement District, Mill Levy Rates for General Fund, Transit, Library and Public Safety**

• *Presented by: Andy Zoeller, Finance Director*

b. **Road Maintenance District 6**

• *Presented by: Andy Zoeller, Finance Director*

c. **Arterial Construction**

• *Presented by: Jennifer Duray, Public Works Deputy Director*

d. **Street Maintenance District**

• *Presented by: Jennifer Duray, Public Works Deputy Director*

e. **Storm Sewer**

- *Presented by: Jennifer Duray, Public Works Deputy Director*

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

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve the Resolutions setting assessments on 7a) BID, TBID, Mill Levy Rates for General Fund, Transit, Library and Public Safety; 7b) Road Maintenance District 6; 7c) Arterial Construction; 7d) Street Maintenance District; and 7e) Storm Sewer; as recommended by staff.

8. **PUBLIC SAFETY MILL LEVY**

- a. **SECOND/FINAL READING ORDINANCE** amending City Charter by repealing and replacing Section 1.05.1. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

- *Presented by: Brent Brooks, City Attorney*

Recommended Motion: I move to approve an ordinance amending the City Charter by repealing and replacing the current public safety mill levy in Section 1.05.1, as recommended by staff.

- b. **RESOLUTION** approving ballot language. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

- *Presented by: Brent Brooks, City Attorney*

Recommended Motion: I move to approve the Resolution providing ballot language to be submitted to the voters on a Special Mail Ballot election on September 15, 2020, as recommended by staff.

PUBLIC COMMENT on “NON-AGENDA ITEMS”. Speaker Sign-in required. (Comments are limited to three (3) minutes or as set by the Mayor. During COVID-19, the method to take and hear public comment has changed. Individuals wishing to give public comment will call a dedicated phone line (237.6196) and held in queue until it is their turn to comment.)

COUNCIL INITIATIVES:

ADJOURN:

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: 06/22/2020

TITLE: S.I.D. 1408: Wanigan Subdivision Improvements, Bid Award

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Division: Engineering

RECOMMENDATION

Staff recommends the City Council award a contract for S.I.D. 1408: Wanigan Subdivision Improvements, to FirstMark Construction, LLC, in the amount of \$759,525.00 contingent on the sale of bonds.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

S.I.D. 1408: Wanigan Subdivision Improvements, is intended to install street, storm drain, curb and gutter, and sidewalk improvements for Radford Square N., Radford Square S., Radford Square E., Radford Square W. and a portion of Shawnee Drive within the City of Billings. On March 23, 2020 City Council adopted Resolution 20-10860 Creating the District. The project was advertised on May 22, May 29, and June 5, 2020, in the *Yellowstone County News* and on the City's website. Bids were opened on June 9, 2020 and four bids were received. FirstMark Construction, LLC submitted the lowest, responsible bid.

ALTERNATIVES

The Council may:

- Award S.I.D. 1408: Wanigan Subdivision Improvements, to FirstMark Construction, LLC, in the amount of \$759,525.00; or
- Do not award a contract and reject all bids. If the project is not awarded, the project will not go forward and the streets will remain gravel.

FISCAL EFFECTS

The following bids were received:

CONTRACTOR	BASE BID
Cayton Excavation, Inc	\$ 784,333.00
Knife River - Billings	\$ 911,689.65
FirstMark Construction, LLC	\$ 759,525.00
KLE Construction LLC	\$ 1,278,112.00

The project was budgeted in FY20 using gas tax and S.I.D. bond funds. The amount budgeted was \$1,252,000. The resolution was created based on a construction cost of \$1,003,642 and the bid for the assessment portion was \$646,321. The lower bid results in lower assessments for the property owners which were originally estimated at \$21,288 and are now reduced to an estimated \$14,804 per property. This bid was lower because the bidding environment was competitive.

Regular City Council Meeting

Meeting Date: 06/22/2020

TITLE: SID 1410: Annafeld Park Trail Improvements, Bid Award

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Division: Engineering

RECOMMENDATION

Staff recommends the City Council award a contract for SID 1410: Annafeld Park Trail Improvements to FirstMark Construction LLC in the amount of \$103,429.00 contingent on the sale of bonds.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

SID 1410: Annafeld Park Trail Improvements, is intended to construct a trail in Annafeld Park. Annafeld Park is located in Annafeld Subdivision located south of Elysian Road. SID 1410 was created at the February 24, 2020 City Council meeting. SID 1410 is split into three separate projects which include constructing streetlights in Annafeld Subdivision 2nd Filing, purchase and install playground equipment in Annafeld Park, and construct a trail in Annafeld Park connecting to the Yellowstone River. Construction of the trail is consistent with the approved Annafeld Park master plan which was approved at the February 12, 2018 City Council Meeting.

The project was advertised on May 22, May 29, and June 5, 2020, in the *Yellowstone County News* and on the City's website. Bids were opened on June 9, 2020 and three bids were received. FirstMark Construction LLC submitted the lowest, responsible bid.

ALTERNATIVES

City Council may:

- Award SID 1410: Annafeld Park Trail Improvements, to FirstMark Construction LLC in the amount of \$103,429.00, or;
- Do not award a contract and reject all bids. If the project is not awarded, it would have to be re-evaluated in the future to construct.

FISCAL EFFECTS

The following bids were received:

Contractor	Bid Amount
FirstMark Construction LLC	\$103,429.00
Donnes Inc.	\$140,765.00
Askin Construction LLC	\$228,726.00

The project was budgeted in FY20 using SID bonds. The amount budgeted was \$151,000. The bid was lower because a favorable bidding environment. The total budget for SID 1410 is \$411,00 to construct the park trail, streetlights, and playground equipment.

Regular City Council Meeting

Meeting Date: 06/22/2020

TITLE: SID 1410: Annafeld Subdivision 2nd Filing Streetlights, Bid Award

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Division: Engineering

RECOMMENDATION

Staff recommends the City Council award a contract for SID 1410, Annafeld Subdivision, 2nd Filing, Streetlights, to Ace Electric, Inc., in the amount of \$129,530.00 contingent on the sale of bonds.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

SID 1410: Annafeld Subdivision, 2nd Filing, Streetlights, is intended to construct streetlights along the public streets in Annafeld Subdivision, 2nd Filing. Annafeld Subdivision, 2nd Filing, is located south of Elysian Road near Elysian School. SID 1410 was created at the February 24, 2020 City Council meeting. SID 1410 is split into three separate projects which include constructing streetlights in Annafeld Subdivision, 2nd Filing, purchase and install playground equipment in Annafeld Park, and construct a trail in Annafeld Park connecting to the Yellowstone River.

The project was advertised on May 22, May 29, and June 5, 2020, in the *Yellowstone County News* and on the City's website. Bids were opened on June 9, 2020 and two bids were received. Ace Electric, Inc. submitted the lowest, responsible bid.

ALTERNATIVES

City Council may:

- Award SID 1410, Annafeld Subdivision, 2nd Filing, Streetlights, to Ace Electric, Inc., in the amount of \$129,530.00, or;
- Do not award a contract and reject all bids. If the project is not awarded, it would have to be re-evaluated in the future to construct.

FISCAL EFFECTS

The following bids were received:

Contractor	Bid Amount
Ace Electric, Inc.	\$129,530.00
Montana Lines, Inc.	\$194,354.07

The project was budgeted in FY20 using SID bonds. The amount budgeted was \$181,000. The bid was lower because of a favorable bidding environment. The total budget for SID 1410 is \$411,00 to construct the park trail, streetlights, and playground equipment.

Regular City Council Meeting

Meeting Date: 06/22/2020

TITLE: SID 1413, Winged Foot Road and Greenbriar Road, Bid Award

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Division: Engineering

RECOMMENDATION

Staff recommends the City Council award a contract for SID 1413, Winged Foot Road and Greenbriar Road to Knife River - Billings in the amount of \$843,704.75 contingent on the sale of bonds.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

SID 1413, Winged Foot Road and Greenbriar Road, is intended to construct water, sanitary sewer, storm drain, curb and gutter, sidewalk, and street improvements on Greenbriar Road and Winged Foot Road within Lake Hills Subdivision. SID 1413 was created at the March 23, 2020, City Council meeting.

The project was advertised on May 22, May 29, and June 5, 2020, in the *Yellowstone County News* and on the City's website. Bids were opened on June 9, 2020 and three bids were received. Knife River - Billings submitted the lowest, responsible bid.

ALTERNATIVES

City Council may:

- Award SID 1413, Winged Foot Road and Greenbriar Road, to Knife River - Billings in the amount of \$834,704.75, or;
- Do not award a contract and reject all bids. If the project is not awarded, the lots in the subdivision could not be developed.

FISCAL EFFECTS

The following bids were received:

Contractor	Bid Amount
Knife River - Billings	\$843,704.75
FirstMark Construction LLC	\$913,015.27
KLE Construction LLC	\$999,720.77

The project was budgeted in FY20 using SID bonds, cash contribution from Ron Hill, and City funds (gas tax, water and sanitary sewer funds). The resolution was created based on a construction estimate of \$857,460. The bid was lower because of a favorable bidding environment.

Regular City Council Meeting

Meeting Date: 06/22/2020

TITLE: W.O. 20-01, 60-inch Sewer Interceptor Trenchless Rehabilitation Project, Bid Award

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Division: Engineering

RECOMMENDATION

Staff recommends the City Council award a contract for W.O. 20-01, 60-inch Sewer Interceptor Trenchless Rehabilitation Project, to Insituform Technologies, LLC in the amount of \$2,791,278.00.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

W.O. 20-01, 60-inch Sewer Interceptor Trenchless Rehabilitation Project, is intended to rehabilitate approximately 4,800 feet of the 60-inch sanitary sewer interceptor that conveys wastewater flows into the Water Reclamation Facility. The 60-inch interceptor is made from reinforced concrete pipe (RCP) and has concrete spalling on the inside of the pipe that has exposed the rebar in some locations. This has adversely affected the structural integrity of the pipe. This project will line the interior of the pipe with a trenchless cured in place liner that will not deteriorate over time from sewer gasses. The project was advertised on May 8th, May 15th, May 22nd, and May 29th, 2020, in the *Yellowstone County News* and on the City's website. Bids were opened on June 2nd, 2020 and 6 bids were received. Insituform Technologies, LLC, submitted the lowest, responsible bid.

ALTERNATIVES

City Council may:

- The Council may: Award W.O. 20-01, 60-inch Sewer Interceptor Trenchless Rehabilitation Project, to Insituform Technologies, LLC in the amount of \$2,791,278.00; or
- Do not award a contract and reject all bids. If the project is not awarded, the City's sanitary sewer collection systems in these areas will continue to be unreliable and may experience ongoing maintenance problems and expenses.

FISCAL EFFECTS

The following bids were received and evaluated:

Contractor	Total Bid
Insituform Technologies, LLC	\$2,791,278.00
Granite Inliner, LLC	\$3,329,910.00
Iron Horse LLC	\$3,534,555.00
Allied Plumbing & Pumps LLC DBA Allied Trenchless	3,599,050.00

COP Construction LLC	3,849,840.00
Western Municipal Construction, Inc.	4,089,700.00

The project was budgeted in FY20 using wastewater funds. The amount budgeted was \$5,800,000. The bid was lower than the budget because the estimate used for the budget was conservative. Lining pipes of this size is not very common in our region and the City does not have a history of lining projects of this magnitude so when we developed the budget, we did not have other projects to compare it to. The competition was very good for the work as well and that may have contributed to the lower than expected bid. The remaining budget will be used for additional replacement of the interceptors.

Regular City Council Meeting

Meeting Date: 06/22/2020

TITLE: W.O. 20-11 Lloyd Mangrum & Lake Hills Lift Station Rehabilitation, Bid Rejection

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Division: Engineering

RECOMMENDATION

Staff recommends the City Council reject all bids for W.O. 20-11, Lloyd Mangrum and Lake Hills Lift Station Rehabilitation.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

W.O. 20-11, Lloyd Mangrum & Lake Hills Lift Station Rehabilitation, is intended to rehabilitate the pumps, wetwell, and controls at the Lloyd Mangrum sanitary sewer lift station and the controls, electrical, and wetwell at the Lake Hills sanitary sewer lift station. Lake Hills also includes relocating the pumps from the drywell to the wetwell and the valves and meters to a new vault. The bid had two schedules, schedule 1 for Lloyd Mangrum and schedule 2 for Lake Hills. Schedule 1 had one alternative. The project was advertised May 15, 22, 29, and June 5, 2020 in the *Yellowstone County News* and on the City's website. Bids were opened June 9, 2020, and one bid was received. Western Municipal Construction, Inc. submitted the lowest responsible bid. The bid was significantly higher than our estimate or budget so staff is recommending that council reject the bids. Staff will work to determine why the bid was high and whether the project can be re-bid after changes to the design or contract requirements.

ALTERNATIVES

City Council may:

- Reject all bids for W.O. 20-11, Lloyd Mangrum & Lake Hills Lift Station Rehabilitation. There is no viable alternative.

FISCAL EFFECTS

The following bids were received:

Contractor	Schedule 1	Schedule 1 Alternative	Schedule 2	Total
Western Municipal Construction Inc.	\$342,590.00	\$370,750.00	\$614,130.00	\$956,720.00

The project was budgeted in FY20 using wastewater funds. The amount budgeted was \$650,000.00. Staff is researching why the bid was higher than the estimate. Some possible reasons include the non-competitive bid, the current market of contractor workloads, or design details or construction sequencing that resulted in higher costs. The project will be evaluated to determine how to proceed to get the work done within the approved budget.

Regular City Council Meeting

Meeting Date: 06/22/2020

TITLE: W.O. 20-16, Rectangular Rapid Flashing Beacons Installations, Bid Award

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Division: Engineering

RECOMMENDATION

Staff recommends the City Council award a contract for W.O. 20-16, Rectangular Rapid Flashing Beacons Installations to Montana Lines, Inc. in the amount of \$383,660.00.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

The Public Right-of-Way Accessibility Guidelines (PROWAG) has added the recommendation that all multi-lane roundabouts should be equipped with signals or beacons to improve the visibility of the pedestrians, and thus the safety of the pedestrians. Accordingly, this project was planned to retrofit all multi-lane roundabouts with a flashing beacon that is activated by the pedestrian. This project includes roundabouts on Shiloh Road. This project will also equip three school crossings with flashing beacons and pedestrian pushbuttons. The three school crossings are at: Rimrock and Arvin, Lake Elmo and Milton, and Bitterroot and the Kiwanis Trail.

ALTERNATIVES

City Council may:

- Approve the award W.O. 20-16, Rectangular Rapid Flashing Beacons Installations to Montana Lines, Inc. in the amount of \$383,660.00, or;
- Do not award the contract and reject all bids. If the project is not awarded, another means of signalization will be needed to bring the multi-lane roundabouts into compliance with the PROWAG recommendations and the three school crossings will continue to be standard crossings without enhancements.

FISCAL EFFECTS

The followings bids were received:

Contractor	Bid Amount
Montana Lines, Inc.	\$383,660.00
Ace Electric, Inc.	\$521,696.00
Castle Pines Inc. dba Billings Construction Supply	\$551,933.00
Yellowstone Electric Co.	\$761,831.10

The project was not budgeted in FY20, but when it was determined that the intersection of 19th/20th and Monad did not need to be reconstructed in this year, City staff recommended to City Council that this project, as well as 3 other projects, be constructed with the funding instead. City Council was in agreement with the project substitutions. The original budget for 19th/20th and Monad was \$3M and used arterial funds. The reallocated budget amount for this project is \$400,000.

Regular City Council Meeting

Meeting Date: 06/22/2020

TITLE: W.O. 20-23, Solid Waste Container Storage Facility, Bid Award

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Division: Engineering

RECOMMENDATION

Staff recommends the City Council award a contract for W.O. 20-23, Solid Waste Container Storage Facility, to FirstMark Construction, LLC for the base bid and the alternate in the amount of \$469,665.00.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

W.O. 20-23, Solid Waste Container Storage Facility, is intended to provide a new, larger, and enclosed facility to assemble and store Solid Waste containers. This will free up outdoor space at the BOC that is needed for other uses. The project generally consists of construction of an 80-foot by 100-foot pole barn adjacent to the existing Billings Regional Landfill south of Hillcrest Road. The pole barn shall be complete with exterior and interior lighting, electrical outlets, overhead and man doors, and an asphalt floor. A 12,000 square foot asphalt pad shall be constructed next to the pole barn for additional outdoor storage. This project also includes construction of an asphalt access road, site grading, and miscellaneous drainage improvements.

A bid alternate was included for an alternative roof system. This building will not be insulated, so there could be the potential for condensation to form on the inside of the standard roof. This would not be a major concern due to most of the containers inside the building being made from plastic, so any dripping moisture should not cause damage, but could be detrimental if/when workers are inside assembling new containers. The alternate roof system has shown to greatly reduce any condensation. Also, the alternate roof system includes a heavier gauge steel, which should last longer, especially with the high winds that area can experience.

The project was advertised on May 22, May 29, and June 5, 2020, in the *Yellowstone County News* and on the City's website. Bids were opened on June 9, 2020, and three bids were received. FirstMark Construction, LLC submitted the lowest, responsible bid.

ALTERNATIVES

City Council may:

- Award W.O. 20-23, Solid Waste Container Storage Facility, to FirstMark Construction, LLC for the base bid and the alternate in the amount of \$469,665.00; or
- Do not award a contract and reject all bids. If the project is not awarded, all Solid Waste containers must continue to be exposed to the elements and stored outside at the BOC, taking up space that could be used more efficiently.

FISCAL EFFECTS

The following bids were received:

Contractor	Base Bid	Alternate Bid (different roof system)	Total of Base Bid + Alternate
Knife River - Billings	\$ 472,786.00	\$ 22,915.00	\$495,701.00
KLE Construction	\$ 574,800.00	\$ 60,000.00	\$634,800.00
FirstMark Construction, LLC	\$ 449,915.00	\$ 19,750.00	\$469,665.00

The FY20 budget included a BOC Modifications project for \$200,000 using Solid Waste funds. When the budget was developed, an analysis of the BOC had not been done. After review of potential improvements at the BOC, it was determined that moving the containers would be the most effective project to free up space at the site. While there was only \$200,000 in the budget, the slope stabilization project came in significantly lower than expected so there was available budget to do the container project. The bids for both the Base Bid and the Bid Alternate are considered very good compared to recent bids, so it is recommended to award both.

Regular City Council Meeting

Meeting Date: 06/22/2020

TITLE: W.O. 20-39, 2020 Miscellaneous Drainage Improvements, Bid Award

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Division: Engineering

RECOMMENDATION

Staff recommends the City Council award a contract for W.O. 20-39, 2020 Miscellaneous Drainage Improvements, to KLE Construction, LLC in the amount of \$417,630.00.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

W.O. 20-39, 2020 Miscellaneous Drainage Improvements, is intended to install drainage improvements at five locations throughout Billings to help alleviate flooding issues and to control flows from natural springs that have developed. Drainage improvements will occur at the following areas: Morocco Drive between Siesta Avenue and Sierra Granda Blvd., the area around the intersection of Illinois/Poly/Ponderosa, N. 14th Street, N. 18th Street and South Plainview. A single contract will be awarded to the lowest bidder of all five schedules.

The project was advertised on May 22, May 29, and June 5, 2020, in the *Yellowstone County News* and on the City’s website. Bids were opened on June 9, 2020 and two bids were received. KLE Construction, LLC submitted the lowest, responsible bid.

ALTERNATIVES

City Council may:

- Award W.O. 20-39, 2020 Miscellaneous Drainage Improvements, to KLE Construction, LLC in the amount of \$417,630.00; or
- Do not award a contract and reject all bids. If the project is not awarded, localized flooding and natural spring issues will continue.

FISCAL EFFECTS

The following bids were received:

Contractor	Base Bid
KLE Construction, LLC	\$417,630.00
Western Municipal Construction, Inc.	\$437,842.00

The project was budgeted in FY20 using Storm funds. The amount budgeted was \$490,000.00. This bid was lower because of a favorable bid environment. The remaining budget will be used for engineering charges and any possible project changes.

Regular City Council Meeting

Meeting Date: 06/22/2020

TITLE: W.O. 20-40, Walter Pump Station Generator, Bid Award

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Division: Engineering

RECOMMENDATION

Staff recommends the City Council award a contract for W.O. 20-40, Walter Pump Station Generator, to CEI Electrical Contractors (Colstrip Electric) for the Base Bid amount of \$281,000.00.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

W.O. 20-40, Walter Pump Station Generator, is intended to install a new and permanent backup generator at Walter Pump Station. Backup power service is currently provided by a portable generator that may or may not be readily available due to it being needed elsewhere within the City's water distribution system. The project generally consists of the following components and work: construction of a concrete pad for a new generator; furnish and install a new generator; related electrical and control work; and miscellaneous related work at, on, or around the existing building and site. The additive alternate was included in the bid as we were informed by Northwestern Energy that we may have had to make a different electrical connection than what was designed. Since the project bid, we were told we could connect as planned so the additive alternate is not necessary.

The project was advertised on May 22, May 29, and June 5, 2020, in the *Yellowstone County News* and on the City's website. Bids were opened on June 9, 2020, and three bids were received. Colstrip Electric submitted the lowest, responsible bid.

ALTERNATIVES

City Council may:

- Award W.O. 20-40, Walter Pump Station Generator, to CEI Electrical Contractors in the amount of \$281,000.00; or
- Do not award a contract and reject all bids. If the project is not awarded, Walter Pump Station will have to rely on using a portable generator, which does not provide as reliable or timely backup.

FISCAL EFFECTS

The following bids were received:

Contractor	Base Bid	Additive Bid Alternate
Ace Electric, Inc.	\$ 302,958.00	\$ 6,072.00
YSTAAS Electrical Services LLC	\$ 324,598.00	\$54,780.00
CEI Electrical Contractors (Colstrip Electric)	\$ 281,000.00	\$15,000.00

The additive alternate is not needed for the project and is not being recommended for award. The project was budgeted in FY20 using water funds. The amount budgeted was \$1,600,000 and the work was separated into two projects. The other portion of the project is new pumps at the Walter Pump Station that was previously awarded for \$563,883. The remaining budget will be used to for engineering charges, change orders if they occur, and future water projects.

Regular City Council Meeting

Meeting Date: 06/22/2020

TITLE: W.O. 20-42, North 29th & 30th Streets Two-Way Conversion

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Division: Engineering

RECOMMENDATION

Staff recommends the City Council award a contract for W.O. 20-42, North 29th & 30th Streets Two-Way Conversion to Montana Lines, Inc. in the amount of \$1,468,327.05.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

North 29th and 30th Streets will be reconstructed from one-way to two-way streets from Montana Avenue to 6th Avenue North. This project will include reconstructing/modifying 12 existing traffic signals, reconstructing ADA ramps, and re-striping parking stalls and travel lanes (including the installation of new turn lanes).

ALTERNATIVES

City Council may:

- Approve the award W.O. 20-42, North 29th & 30th Streets Two-Way Conversion to Montana Lines, Inc. in the amount of \$1,468,327.05, or;
- Do not award the contract and reject all bids. If the project is not awarded, the streets will remain one-way streets.

FISCAL EFFECTS

The followings bids were received:

Contractor	Bid Amount
Montana Lines, Inc.	\$1,468,327.05
Yellowstone Electric Co.	\$1,665,858.36

The project was not originally budgeted in FY20 but was presented to City Council at the work session on 4/20/20 with an estimated cost of \$1.9 million. Approval of this contract will require a budget amendment. If approved, a budget amendment will be included as a part of the next quarterly budget amendments. The project will use Tax Increment Financing funds from bonds being sold.

Regular City Council Meeting

Meeting Date: 06/22/2020

TITLE: W.O. 20-44: WRF Nutrient Recovery Improvements Project, Consultant Agreement

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Division: Engineering

RECOMMENDATION

Staff recommends the City Council award a contract for W.O. 20-44: WRF Nutrient Recovery Improvements Project, to HDR Engineering in the amount of \$638,300.00.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

W.O. 20-44: WRF Nutrient Recovery Improvements Project, includes piloting and design of a thickened waste activate sludge (TWAS) dewatering system to remove phosphorus via the resultant TWAS dewatered cake. This dewatered cake can be blended with compost, thereby providing a beneficial reuse opportunity for the phosphorus recovered from the WRF. A pilot study of dewatering equipment will help determine which dewatering technology to use.

HDR Engineering was selected for the project using the proposal process. Three other proposals were received from Jacobs, AE2S and Burns & McDonnell. The selection was based on project team and availability, project approach, and firm qualifications and experience as related to project needs.

ALTERNATIVES

City Council may:

- Award W.O. 20-44: WRF Nutrient Recovery Improvements Project, to HDR Engineering in the amount of \$638,300. or;
- Do not award a contract. If the project is not awarded, the City will not take advantage of an opportunity to recover and beneficially reuse phosphorous, a valuable natural resource, from the treatment process at the WRF. Long-term equipment maintenance costs would also be reduced by removing phosphorous from the process stream.

FISCAL EFFECTS

The project design was budgeted in FY20 using wastewater funds. The amount budgeted was \$500,000.00. A dewatering equipment pilot project and certain tasks typically associated with the construction contract were included in this project design, so the contract amount is higher than the amount originally planned. There are available wastewater funds from other projects that bid under budget.

Attachments

WO2044 PES Contract

Contract for Professional Architectural and Engineering Services

Project W.O. 20-44: WRF Nutrient Recovery Improvements

In consideration of the mutual promises herein, City of Billings and HDR Engineering agree as follows. This Contract consists of:

Part I, consisting of 15 Sections of Special Provisions;

Part II, consisting of 11 Sections of General Provisions;

Appendix A consisting of 8 pages (Basic Services of Contractor);

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

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

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

Appendix E consisting of 1 page (Project Schedule);

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

PART I SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

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

Section 2. Scope of Services.

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

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

Section 3. Time for Performance.

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

Section 4. Compensation; Method of Payment.

- A. Each month, or at the conclusion of each phase of the Work for which payment is due, as negotiated on a per-task basis, the Contractor shall present a bill to the Administrator describing the Work for which it seeks payment and documenting expenses and fees to the satisfaction of the Administrator. If any payment is withheld because the Contractor's performance is unsatisfactory, the Administrator must, within ten (10) days of the payment denial, notify the Contractor of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why. Billings will pay Contractor within 30 days of receiving an acceptable invoice.
- B. The Contractor is not entitled to any compensation under this Contract, other than is expressly provided for in this Section.
- C. As a condition of payment, the Contractor shall have paid all City taxes currently due and owing by the Contractor.

Section 5. Termination of the Contractor's Services.

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

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

Section 6. Duties Upon Termination

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

Section 7. Insurance.

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

the Contractor shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.

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

Section 8. Assignments.

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

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

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

and the original Contractor's or subcontractor's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for adaptation.

Section 10. Notices.

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

Billings: Randy Straus, PE
City of Billings
Engineering Division
2224 Montana Avenue
Billings, MT 59101

FAX: (406) 237-6291

Contractor: Craig Habben, PE
HDR Engineering, Inc.
970 South 29th St. W
Billings, MT 59102

FAX: (406) 652-2758

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

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

Section 13. Financial Management System.

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

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

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

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

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

PART II GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

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

Section 3. Permits, Laws, and Taxes.

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

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

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

Contractor: Jared Harris (Area Manager) or Authorized Signatory

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

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

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

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

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

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

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

City of Billings

Contractor

City Council or Designee

Date: _____

Name: _____

Title: _____

Date: _____

ATTEST:

IRS Tax ID # _____

City Clerk

APPROVED AS TO FORM:

Date: _____

By _____

BRENT BROOKS, City Attorney

STATE OF MONTANA)
)ss.
COUNTY OF YELLOWSTONE)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the _____ of _____, and acknowledged to me that they executed the foregoing instrument on behalf of said corporation having first been authorized to do so.

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

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

Appendix A

Basic Services of Engineer City of Billings W.O. 20-44: WRF Nutrient Recovery Improvements

Section 1. Engineer's Rights and Duties.

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

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

- K. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project the Task Director designated for the Engineer is Craig Habben working under the Principal-in-Charge, Jared Harris.

Section 2. Billings Rights and Duties.

- A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete Billings' portion of the project as designated in the scope of work.
- B. Name a Task Director who shall be the liaison between the Engineer and Billings. For this project, the Task Director designated is Randy Straus, working under the City Engineer, Debi Meling.

Section 3. Scope of Work.

The project consists of engineering services for the City of Billings W.O. 20-44: Nutrient Recovery Improvements Project. In general, the project includes a thickened waste activate sludge (TWAS) dewatering system to remove phosphorus from the Water Reclamation Facility (WRF) via the resultant TWAS dewatered cake. The City plans to use the TWAS dewatered cake in compost at the landfill facility, thereby providing a beneficial reuse opportunity for the phosphorus recovered from the WRF. A pilot study of dewatering equipment will help determine which dewatering technology to use. If a centrifuge is chosen the equipment would be added in the Solids Processing Building. If a different type of technology other than a centrifuge is chosen it is assumed it would be located in the Gravity Thickener Building.

Piloting, Preliminary Design, Procurement, Final Design, Bidding, Construction and Programming services will be provided based on the scope of the proposed improvements as summarized below.

- Assist the City with determining desired dewatering equipment by providing piloting, preliminary design and procurement services.
- Provide final design of selected equipment. Design to be based on either installing a centrifuge in the Solids Processing Building or another dewatering equipment type in the Gravity Thickener Building.
 - Solids Processing Building/Centrifuge Design Components
 - New TWAS pumps in the lower level of the Air Flotation Thickener (AFT) Building.
 - Piping to the aerated TWAS storage tank.
 - TWAS storage tank with diffused aeration system
 - Blower for diffused aeration system.
 - Centrifuge feed pumps and piping to centrifuge.
 - Add one new centrifuge in spare location in the upper level. Convert a second centrifuge for dewatering TWAS.
 - Expand existing electrical room for new control and power panels.
 - Assumptions: Existing polymer system will be used. Existing dewatered cake conveyor system will be used. No HVAC upgrades required.

- Gravity Thickener Building Design Components
 - New TWAS pumps and piping to dewatering equipment.
 - Add one dewatering unit in the upper level. Provide permanent access opening/doors in upper level wall for installation and removal of equipment.
 - Provide penetration in floor and a chute for dewatered cake to drop directly into dumpster below.
 - Provide odor control collection and connect into existing odor control system.
 - Provide an enclosed electrical room for new control and power panels and around existing electrical panels and control panel.
 - Provide new polymer system in the lower level of the Gravity Thickener Building.
 - Provide HVAC upgrades.
- Miscellaneous
 - Provide means to bypass TWAS dewatering system.
 - Provide programming/screens for new or existing PLCs, OITs and HMIs. Provide new control panels or modify existing control panels to facilitate operation and monitoring of new components.
 - Provide power for new components.
- Assumptions
 - No new or expanded buildings.
 - Building permit is not required.

DETAIL SCOPE OF SERVICES

The Basic Services of the Engineer that will be utilized on the City of Billings W.O. 20-44: WRF Nutrient Recovery Improvements Project is presented in the summaries for Tasks 100 through 800. The scope of services is organized as follows:

<u>Task Series</u>	<u>Description</u>
100	Project Management
200	Piloting
300	Preliminary Design
400	Equipment Procurement
500	Final Design
600	Bidding Services
700	Construction Services
800	Programming Services

TASK 100 – PROJECT MANAGEMENT

101 – Project Initiation

The purpose of this task is to kick off the project both externally and internally. A Project Management Plan (PMP) and all the support paperwork will be developed for all team members to have available to understand the project, the project team and the project requirements. The PMP is updated with significant changes in the project. The project will be kicked off with the

City with pertinent staff from the City and HDR to review the project components and the process for completing the design.

- Deliverables – Agenda and meeting minutes.

102 – Project Management

As part of this task, the Engineer's Project Manager will lead coordination of the design team with the City as well as supervise the design team. Project Manager and Accountant will monitor project status, maintain project schedule and prepare financial documents.

- Deliverable – Monthly invoices

TASK SERIES 200 – PILOTING

201 – Preliminary TWAS Sampling and Testing

Obtain TWAS samples and send to all perspective vendors to obtain preliminary equipment performance information, equipment sizing/cost and polymer usage/cost.

- Deliverable – Summary of results from vendors.

202 – Determination of Equipment to Pilot

Conduct a meeting with HDR dewatering experts and City staff to review dewatering equipment options and results of preliminary testing. Determine up to 4 types of equipment to pilot test.

- Assumptions – One of the equipment types to pilot test will be an existing centrifuge.
- Deliverable – Meeting minutes and documentation of selected equipment

203 – Prepare Piloting Protocol

Develop the piloting protocol to outline the requirements for equipment vendors and to determine requirements/utilities to operate the pilot units.

- Deliverable – Protocol Report and summary of utilities required for each pilot.

204 – Coordinate Pilot Testing

Coordinate with vendors to line up times to operate the pilot units. Work with vendor equipment operators during testing to assist with decisions on TWAS feed, polymer and operation. HDR will pay for any vendor pilot fees.

- Deliverable – Payment of vendor fees
- City Responsibilities – Assist with utility connections, sludge cake collection and disposal, and supply City's dry polymer as needed for pilot testing runs.

205 – Third Party Dewaterability Testing of Sludge

During piloting of each unit, HDR will obtain TWAS samples and send to third party (Dr. Julia Kopp) testing to determine dewaterability of the TWAS. This will be used for comparison of dewaterability of TWAS. The comparison will facilitate evaluating pilot equipment dewatering capabilities equally and validating equipment performance at startup due to the potential of variable sludge feeds from piloting to startup.

- Deliverable – Dewaterability testing results.

206 – Dewatering Equipment Installation Research

Tour with the City wastewater plants with dewatering equipment of interest that are located in the region and/or provide contact information of facilities for each type of equipment being piloted for the City to contact and discuss advantages and disadvantages with the staff at the dewatering facilities.

- Deliverable – List of locations to tour and/or list of facilities with pertinent dewatering equipment to contact.

207 – Prepare Pilot Report

Prepare a piloting report that summarizes the pilot setups, piloting results, full-scale equipment recommended by the vendor and any associated additional components required for the specific equipment. Discuss impacts of sludge dryness for composting. Summarize the dewaterability testing for the TWAS at the time of each pilot test and discuss any differences in dewaterability between the testing periods. Review a draft report with the City and then finalize the report.

- Deliverable – Draft and Final Report

TASK SERIES 300 – PRELIMINARY DESIGN

301 – Shortlist Dewatering Equipment

Based on results from the piloting and observed operation of the equipment, shortlist to two types of equipment. A meeting will be held with the City and HDR including dewatering experts.

- Deliverable – Meeting minutes and documentation of selection of shortlisted equipment.

302 – Update 3D Laser Scans

For pertinent facilities, update 3D laser scans that were completed prior to the Nutrient Project.

- Deliverable – 3D laser scan information

303 – Prepare Preliminary Drawings

For the shortlisted equipment prepare 20% (layout only, no notes or details) process drawings and 3D model as appropriate for all required components for each equipment type. Prepare P&IDs for each equipment system.

- Deliverable – Navisworks models, process plans and section drawings, and P&ID drawings.

304 – Update Cost Estimates

Using the cost estimates in the Nutrient Recovery Evaluation, update costs of all required facilities for each equipment option. Costs to include capital costs and operation and maintenance costs.

- Deliverable – Cost Estimate

305 – Determine Equipment for Procurement

Based on preliminary design, operation observations and research, and cost estimates determine equipment to proceed with procurement. Procurement can include both shortlisted equipment types.

- Deliverable – Meeting minutes and documentation of results.

TASK SERIES 400 – EQUIPMENT PROCUREMENT

401 – Document Preparation

Prepare bid documents for equipment procurement including front-end specifications, technical specifications and drawings that represent the equipment installation. Provide review set for the City, conduct QC, City review and finalize bid documents. Development a 20-year present worth formula to include in bid documents to assist with determining the lowest cost Bidder.

- Deliverables – Review set. Three hard copies and one pdf.

402 – Bidding

Produce and distribute bid documents to owner and equipment vendors. Answer bidder questions and prepare addendums as needed.

- Deliverable – Bid Documents, Advertisement and Addendums.

403 – Bid Recommendation

Receive, evaluate and tabulate bids. Assess completeness of bids. Make recommendations to the City on award of contract.

- Deliverable – Bid summary and Recommendation of Award.

TASK SERIES 500 – FINAL DESIGN

501 – 60% Design

Based on the procured equipment, develop the design to a 60% level including site plans, building plans and sections, electrical one-lines and control one lines. Update P&IDs.

- Deliverable – 60% Drawings (Navisworks model for buildings, 2D for site plans, one-lines and P&IDs).

502 – 60% City Review

Meet with City and review Navisworks model and 2D drawings. City review comments will be resolved and applicable comments will be carried forward into the 95% Design.

- Deliverable – List of City review comments and how the comments were resolved.
- City responsibility – Provide one set of review comments

503 – Prepare 95% Drawings

The drawings for all disciplines will be fully developed showing all details necessary for construction. Notes and additional details will be added to the drawings to complete the design.

- Deliverables – 95% Drawings (3 half sized sets and one pdf) for review.

504 – Prepare Detailed Specifications

Final detailed specifications suitable for bidding and construction will be developed. These detailed specifications will be incorporated with the City's front-end documents.

- Deliverable – 3 Sets of Specifications including one pdf.

505 – Internal and External 95% Review

Drawings and specifications will be reviewed internally. Review comments will be resolved and applicable comments incorporated in City review set. Drawings will be reviewed with the City. Key components for the specifications will be reviewed with the City. City review comments will be resolved and applicable comments will be carried forward into the final bid set.

- Deliverable – List of City review comments and how the comments were resolved.
- City responsibility – Provide one set of review comments

506 – Finalize Design

Based on review comments, update and finalize drawings and specifications.

507 – Construction Cost Estimate

The estimated capital costs for the project will be updated during final design.

- Deliverable – Summary of Cost Estimate.

508 – Montana Department of Environmental Quality Permit to Construct

Prepare a design memo to describe the project. Prepare any necessary variance requests. Submit design memo and any variances with Issue for Bid documents to the Billings MDEQ office.

- Deliverables – Design Memo and any variance requests.
- City Responsibility – Pay for MDEQ review fee.

TASK SERIES 600 – BID PHASE

601 – Bidding Administrative Assistance

Produce and distribute bid documents to owner, prospective bidders and plan rooms. Answer bidder questions and prepare addendums as needed. Conduct pre-bid meeting. Attend Bid Opening.

- Deliverable – Bid Documents, Advertisement Notice, Pre-Bid Meeting Minutes and Addendums.
- City Responsibility – Advertise project for prospective bidders.

602 – Post-Bid Administrative Assistance

Receive, evaluate and tabulate bids. Assess completeness of bids. Make recommendations to the City on award of contract.

- Deliverable – Bid summary and Recommendation of Award.

TASK SERIES 700 – CONSTRUCTION AND STARTUP SERVICES

Construction Phase scoping is based on a 26 week active construction period after which time only minor punch list items would need to be completed.

701 – Construction Initiation Services & Conformed Drawings

After award of the construction contract, the Consultant shall prepare Contracts, Conformed Documents and conduct a preconstruction conference.

- Deliverable – 4 sets of Construction Contracts, 4 sets of “For Construction” ½ size plans and specifications for the Contractor, 3 sets and one .pdf file of “For Construction” ½ size plans and specifications for the City. Pre-bid meeting agenda and minutes.

702 – Office Assistance and Administration

During the construction phase of the project, HDR will provide office assistance to the City on the administration of the project. This effort will include review and preparation of change orders, shop drawing review, interpretation of drawings and specifications, monitoring of compliance with procedural requirements on the project, coordinating with the contractor, preparation of pay estimates, confirmation of certified payrolls, conducting construction meetings, and preparing and distributing meeting minutes.

703 – Field Services

HDR will provide on-site construction observation services. A resident project representative will be provided based on half-time field observation plus daily paperwork (5 hours per day). The resident project representative will monitor the project for compliance with project plans and specifications. No testing services are included as these will be provided by the contractor.

703 – eO&M

HDR will update the Electronic Operations Manual (eOM) developed in previous projects to include all new processes, equipment and pertinent drawings.

704 – Startup Services

Work with manufacturers and contractor to verify proper installation of new equipment. Coordinate startup of equipment with Contractor, manufacturer representative and the City. Verify new systems are functioning properly.

705 – Third Party Dewaterability Testing of Sludge

During dewatering equipment startup, HDR will obtain TWAS samples and send to a third party (Dr. Julia Kopp) testing to determine dewaterability of the TWAS during startup in comparison of dewaterability of TWAS during piloting. The comparison will facilitate determining if the equipment is adequately performing.

- Deliverable – Dewaterability testing results and recommendation on equipment performance.

706 – Construction Wrap-Up and Acceptance

Upon completion of the construction of the improvements, HDR will schedule and hold a final project walk-through and assist the City in the final wrap-up of the project, including preparing record drawings, preparation of a punch list, preparation of Certificate of Substantial Completion, information review and recommendation of final acceptance.

- Deliverable – Record Drawings, Punch list, Certificate of Substantial Completion

707 – Post-Construction Warranty Services

Upon final acceptance, HDR will provide warranty item consultation, will assist in the eleven-month warranty inspection, and provide warranty follow-up.

TASK SERIES 800 – APPLICATION SOFTWARE PROGRAMMING

801 – Programming

Provide programming for new equipment and instrumentation.

802 – Workshops and Meetings

Conduct one workshop to review programming requirements and one workshop to review programming.

- Deliverable – Meeting Minutes

803 – Testing and Commissioning

Provide factory testing of new control panel(s) and on-site services for commissioning of new programming and screens.

Appendix B

Methods and Times of Payment City of Billings W.O. 20-44: Nutrient Recovery Improvements

Section 1. Payments for Basic Services.

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

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

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

1. Project Management	\$24,400.00
2. Piloting	\$96,900.00
3. Preliminary Design	\$27,100.00
4. Equipment Procurement	\$11,400.00
5. Final Design	\$194,300.00
6. Bidding Services	\$11,300.00
7. Construction and Startup Services	\$200,600.00
8. Application Software Programming	\$72,300.00
Total	\$638,300.00

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

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

Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study shall be paid for based on a negotiated fee.

Section 3. Corrections.

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

Section 4. Fee Increases

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

Appendix C

Additional Services of Engineer City of Billings W.O. 20-44: WRF Nutrient Recovery Improvements

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

- A. Requests made or conditions identified which are beyond the scope and intent of the services identified under Appendix A.

Appendix D

Schedule of Professional Fees City of Billings W.O. 20-44: Nutrient Recovery Improvements

Not used on this Contract.

Appendix E

Project Schedule City of Billings W.O. 20-44: WRF Nutrient Recovery Improvements

Based on a notice to proceed by Billings dated no later than June 22, 2020, the completion date for the Engineer's work shall be on or before April 30, 2022 based on the following estimated schedule for major deliverables:

- A. Final Piloting Report – November 2020
- B. Preliminary Design – December 2020
- C. Final Equipment Procurement Contract – February 2021
- D. Final Design Plans and Specifications – April 2021
- E. Award of Construction Contract – May 2021
- F. Project Completion and Startup – February 2022

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

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

Based on the results of the Alternatives Analysis, Engineer will reassess remainder of project schedule and revise accordingly with City's concurrence.

Appendix F

Certificate(s) of Insurance City of Billings W.O. 20-44: WRF Nutrient Recovery Improvements

(Attach Certificate(s) of Insurance)

Regular City Council Meeting

Meeting Date: 06/22/2020

TITLE: Approve Amendment 6 with Morrison-Maierle, Inc. for the Construction Administration Services for Phase Two of the Terminal Concourse Expansion Project

PRESENTED BY: Kevin Ploehn, Director of Aviation and Transit

Department: Airport

RECOMMENDATION

Staff recommends that the City Council approve Amendment 6 with Morrison-Maierle for the amount of \$1,707,736 for the Construction Administration Services for the Phase Two Terminal Concourse Expansion Project.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

On August 14, 2017, the City Council approved the Engineering Agreement with Morrison-Maierle, Inc. for the design and construction oversight of the future Airport Terminal Concourse Expansion Project. Amendment 6 to the Master Agreement will provide the construction administration and construction oversight for Phase Two Construction of the Terminal Concourse Expansion. Phase Two of the Airport Terminal Concourse Expansion Project is scheduled to begin in late June or July of 2020, last approximately eighteen months, and cost approximately \$25 million. The Phase Two Scope of Work (SOW) includes all new construction of the TSA Queuing and Screening Area, Great Room with Passenger Seating/Workspace, Fireplace Area, Bar, Restaurant, Gift Shop, a new A Concourse, which includes four larger holdrooms, new restrooms, and all other work associated with this new construction. The engineering firm will be required to provide all civil and project management, structural, electrical, mechanical, telecommunications, fire protection, subconsultant fees associated with special building testing, civil geotechnical testing, and architectural work. The engineer's responsibility will include all project, grant, and construction management services, provide onsite Resident Project Representatives (RPR's) throughout the duration of the project, consult with Airport staff, complete project closeout services, and all other miscellaneous work items as outlined in the SOW. The SOW for the Construction Administration Services and the associated fees for those services were reviewed by Jacobs Engineering who conducted an Independent Fee Review as required by the FAA. Jacobs Engineering was contracted to perform the secondary review, providing staff with a second engineering number to negotiate the fees.

ALTERNATIVES

City Council may:

- Approve Amendment 6 with Morrison-Maierle for the Construction Administration Services for the Phase Two Terminal Concourse Expansion Project, or;
- Disapprove Amendment 6 with Morrison-Maierle and provide staff with direction on how to proceed.

FISCAL EFFECTS

The total cost of Amendment 6 is \$1,707,736. This project is included in the current budget and funding will likely be 82.98% from FAA Airport Improvement Program (AIP) grant funds or construction financing with a 17.02% local match, which is available in the Airport Capital Account. AIP grant funds or construction financing will cover \$1,417,079.33 and the local funds will be \$290,656.67.

Regular City Council Meeting

Meeting Date: 06/22/2020

TITLE: Amendment to Guaranteed Maximum Price from Sletten Construction Company for Phases II - V Construction for the Airport's Terminal Concourse Expansion

PRESENTED BY: Kevin Ploehn, Director of Aviation and Transit

Department: Airport

RECOMMENDATION

Staff recommends that the City Council approve the amendment to the Gross Maximum Price (GMP) Agreement with Sletten Construction Company adding \$40,326,911 for the construction work for Phases Two through Five for the Airport's Terminal Concourse Expansion and increasing the GMP to \$43,686,759. The approval and execution of the Agreement is contingent on First Interstate Bank executing a Commitment Agreement with the City for the financing of the Terminal Expansion project.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

On February 12, 2018, City Council approved a Resolution for an Alternative Project Delivery Contract for the Airport Terminal Concourse Expansion project. Staff subsequently advertised a Request for Qualifications (RFQ) for a general contractor to submit their qualifications followed by a Request for Proposals (RFP) from the general contractors who were prequalified, all for the opportunity to be selected to become the General Contractor/Construction Manager (GC/CM) for the Terminal Concourse Expansion project. After completing this process, on August 27, 2018, City Council approved a contract with Sletten Construction Company to be the GC/CM for the design work and for the Council to approve a Guaranteed Maximum Price (GMP) for the Terminal Construction work. The advantage of utilizing the GC/CM process on this complicated project is the ability to have the general contractor involved in the design process, project planning, construction phasing, and project cost pricing.

On August 12, 2019, City Council approved the GMP contract with Sletten Construction Company for Phase One construction work for the amount of \$3,359,848. Phase One construction began on September 23, 2019 and work is scheduled to be completed during June and early July 2020. Phase One construction consisted of building a new west end stair tower for the Essential Air Service provider (Cape Air) to allow the continuation of their ground loading operations, six heavy duty vertical steel support columns that were erected in the center of the building and extend from the basement of the Terminal through the existing roof to support the new roof and skylights over the new TSA screening queue area, and the remodel work completed in the basement under the B Concourse where this space will function as a temporary holdroom for all airlines while the new Concourse A and Great Room space are being constructed.

Phases Two through Five of the Terminal Concourse Expansion project have been designed and Sletten has been soliciting prices from its subcontractors. Currently, this work is scheduled to begin in late June or early July 2020, with construction lasting approximately three years. Phase Two construction will take place over the next 18 months and includes all new construction of the TSA Queuing and Screening area, Great Room with Passenger Seating/Workspace, Fireplace Area, Bar, Restaurant, Gift Shop, the new Concourse A including four holdrooms, new restrooms, and all other work associated with this new construction. Phase Three work primarily involves relocating TSA and opening the new Screening Area as well as remodeling the old Screening Area. Phase Four work consists of demolition and new construction of the B Concourse on the east end of the Terminal. This Phase also includes removing and replacing the interior stairs, elevator, and escalator in the old Screening Area, which will complete the new Lower Lobby area. Under Phase Four, the new B Concourse will also be constructed and includes four new holdrooms, additional restrooms, and all other associated work in this area. Phase Five involves remodel work of the old A Concourse. This area will become the new EAS holdroom for Cape Air passengers and requires new paint, carpet, and reconfiguration of the existing restrooms. Sletten Construction Company, as the GC/CM, has determined a GMP of \$40,326,911 for the Phases Two through Five work. To complete the project the Airport will also purchase, outside of the construction contract, all furnishings, fixtures, and equipment such as passenger loading bridges, elevators, new escalator, and the security and networking equipment for the new Terminal. The Airport will also see to the testing and commissioning of all systems prior to opening. The total overall cost of the Terminal Concourse Expansion project is estimated at \$60 million.

First Interstate Bank provided the City with a proposal for a financing package for up to \$30 million for the Terminal Concourse Expansion project. Final details and underwriting are still being performed by the Bank and a Financing Commitment

Agreement is anticipated to be signed by the Bank around July 1st. Once the Agreement is signed, the contractor will be given the notice to proceed with the construction.

ALTERNATIVES

City Council may:

- Approve the GMP Contract with Sletten Construction Company for Phases Two through Five construction work on the Airport Terminal Concourse Expansion, or;
- Disapprove the GMP Contract from Sletten Construction Company and advise staff on how to proceed.

FISCAL EFFECTS

Sletten Construction Company has provided a GMP of \$40,326,911 for Phases Two through Five work for a total construction cost for the Terminal Expansion project of \$43,686,759. A portion of this will be funded with local capital funds, which are available in the Airport's Capital Account, and bonds or bank financing to complete this work. Additionally, the Airport will receive Federal Airport Improvement Program (AIP) funds for this work through the AIP Discretionary funding program. The discretionary funds are competitively allocated by the Federal Aviation Administration (FAA) based on availability and need. Staff estimates that approximately \$30 million will be funded with FAA AIP grant funds and Passenger Facility Charge (PFC) funds. The balance of the project will be paid with a combination of local funds and debt financing.

Regular City Council Meeting

Meeting Date: 06/22/2020

TITLE: W.O. 20-30: Hallowell Lane Improvement, Consultant Agreement

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Division: Engineering

RECOMMENDATION

Staff recommends the City Council award a contract for W.O. 20-30: Hallowell Lane Improvement, to Sanderson Stewart in the amount of \$306,865.00.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

W.O. 20-30: Hallowell Lane Improvements, is intended to improve Hallowell Lane from State Avenue to King Avenue East in accordance with the South Billings Urban Renewal District's Master Plan. Hallowell Lane will receive both water main rehabilitation and street improvements. The purpose of this contract is to provide design and construction administration services for the water main rehabilitation portion of the overall project. The street improvements will be under a separate professional services contract. It was determined that a split of design services for the water main and street improvements was needed as a split provides the best means of matching the project's unique design features with with the proposals received.

Sanderson Stewart was selected for the water main rehabilitation portion of this project using the proposal process. Six other proposals were received from DOWL, HDR, KLJ Engineering, Performance Engineering, Stahly Engineering, and WWC Engineering. The selection was based on project team and availability; project approach; and firm qualifications and experience as related to project needs.

ALTERNATIVES

City Council may:

- Award W.O. 20-30: Hallowell Lane Improvements, to Sanderson Stewart in the amount of \$306,865.00; or;
- Do not award a contract. If the contract is not awarded, construction of the improvements will be delayed.

FISCAL EFFECTS

The water main design portion of this project was budgeted in FY20 using water funds. The amount budgeted for all rehabilitation projects was \$2,900,000; however, that original budget included additional water replacement projects. There is sufficient funds remaining in the water rehabilitation project budget to award this contract.

Attachments

W.O. 20-30, Consultant Agreement, Sanderson Stewart

Contract for Professional Architectural and Engineering Services

W.O. 20-30 Hallowell Lane Water Main Replacement

In consideration of the mutual promises herein, City of Billings and Sanderson Stewart agree as follows. This Contract consists of:

- Part I, consisting of 15 Sections of Special Provisions;
- Part II, consisting of 11 Sections of General Provisions;
- Appendix A consisting of 9 pages (Basic Services of Contractor);
- Appendix B consisting of 1 page (Methods and Times of Payment);
- Appendix C consisting of 1 page (Additional Services of Contractor);
- Appendix D consisting of 3 pages (Schedule of Professional Fees);
- Appendix E consisting of 1 page (Project Schedule);
- Appendix F consisting of 1 page (Certificate(s) of Insurance); and

PART I SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

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

Section 2. Scope of Services.

- A. The Contractor shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.
- B. Billings shall pay the Contractor in accordance with the Schedule of Professional Fees attached as Appendix D and incorporated herein by reference for services actually performed under this Contract.
- C. Billings shall not allow any claim for services other than those described in this Section. However, the Contractor may provide, at its own expense, any other services that are consistent with this Contract.

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

Section 3. Time for Performance.

- A. This Contract becomes effective when signed on behalf of Billings.
- B. The Contractor shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
- C. This Contract shall terminate at midnight on December 31, 2022.

Section 4. Compensation; Method of Payment.

- A. Each month, or at the conclusion of each phase of the Work for which payment is due, as negotiated on a per-task basis, the Contractor shall present a bill to the Administrator describing the Work for which it seeks payment and documenting expenses and fees to the satisfaction of the Administrator. If any payment is withheld because the Contractor's performance is unsatisfactory, the Administrator must, within ten (10) days of the payment denial, notify the Contractor of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why. Billings will pay Contractor within 30 days of receiving an acceptable invoice.
- B. The Contractor is not entitled to any compensation under this Contract, other than is expressly provided for in this Section.
- C. As a condition of payment, the Contractor shall have paid all City taxes currently due and owing by the Contractor.

Section 5. Termination of the Contractor's Services.

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

- A. By mutual consent of the parties.

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

Section 6. Duties Upon Termination

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

Section 7. Insurance.

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

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

Section 8. Assignments.

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

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

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

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

Section 10. Notices.

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

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

Contractor: D.J. Clark, PE, PTOE
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102 FAX: (406) 656-0967

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

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

Section 13. Financial Management System.

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

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

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

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

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

**PART II
GENERAL CONTRACT PROVISIONS**

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

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

Section 3. Permits, Laws, and Taxes.

The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this Contract. All actions taken by the Contractor under this Contract shall comply with all applicable statutes, ordinances, rules and regulations. The Contractor shall pay all taxes pertaining to its performance under this Contract.

Section 4. Nonwaiver.

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

Section 5. Amendment.

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

Contractor: Sanderson Stewart

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

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

- A. The Contractor shall not indemnify, defend, save and hold Billings harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of Billings occurring during the course of or as a result of the performance of the Contract.

- B. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both Billings and the Contractor, the Contractor shall indemnify, defend, save, and hold Billings harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the Contractor's or any subcontractor's wrongful or negligent acts occurring as a result from the Contractor's performance pursuant to this Contract.

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.


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

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

City of Billings

Contractor

William A. Cole, Mayor



Date: _____

Name: D.J. Clark

Title: Municipal Group Manager

Date: June 10, 2020

ATTEST:

IRS Tax ID # _____

City Clerk

APPROVED AS TO FORM:

Date: _____

By _____

BRENT BROOKS, City Attorney

Appendix A Basic Services of Engineer

W.O. 20-30 Hallowell Lane Water Main Replacement

Section 1. Engineer's Rights and Duties.

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

Section 2. Billings Rights and Duties.

- A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete Billings' portion of the project as designated in the scope of work.
- B. Name a Task Director who shall be the liaison between the Engineer and Billings. For this project, the Task Director designated is Tyler Westrope, PE working under the City Engineer, Debi Meling, PE.

Section 3. Scope of Work.

SCOPE OF WORK:

The scope of work covered by this agreement is described hereafter:

The project consists of the design, bidding, and construction services for the '*City of Billings W.O. 20-30, Hallowell Lane Water Main Replacement*' project. The project includes approximately one mile of water main replacement (upsized from 6-inch to 8-inch) under Hallowell Lane from King Avenue East to State Avenue, as well as the extension of a sanitary sewer main at the north end of the corridor. The scope of work and budget assumes a single construction contract covering all necessary work.

Professional services include design of a water main replacement, preparation of contract plans and specifications, including traffic control plans and special provisions, bidding process administration, review of contractor pay estimates, construction staking, and observation of construction for the water main replacement and associated appurtenances. Engineer will coordinate work efforts with other related improvement projects expected to be completed concurrently in the project areas. The scope of work covered by this Contract shall include the following tasks:

Phase 100 - Preliminary Design

- Task 1. Project scoping and consultant contracts.
- Task 2. General project management and coordination of work, including internal QA/QC of project deliverables.
- Task 3. Meetings and correspondence with City of Billings staff on project-related items.
- Task 4. Project status update e-mails to City of Billings.
- Task 5. Monthly project invoicing.
- Task 6. Internal team meetings and correspondence, including a project kickoff meeting and a design review meeting.
- Task 7. Review existing atlas maps, as-built drawings, and water service records provided to Sanderson Stewart by the City of Billings and through GIS.
- Task 8. Research and review of maps and other information provided by private utility companies. This task shall also account for up to four (4) meetings with private utility companies to discuss facility locations, potential

conflicts, and timing of construction.

- Task 9. Pre-design field review site visit, including measure downs on existing valves and photographs of key features.
- Task 10. Survey control field work, including control placement, horizontal ties, levels and adjustments. Survey control will consist of either MAG Nails in asphalt or, where applicable, 18"x5/8" rebar with 2-inch aluminum caps clearly stamped SANDERSON STEWART CONTROL MONUMENT with the control point number. Control points will be spaced no more than 250 feet apart in scanning areas, and no more than 600 feet apart in non-scanning areas. All control points will be double observed to ensure horizontal accuracy within 0.04 feet. Reciprocal levels will be performed to ensure vertical accuracy to within 0.03 feet. Setup Trimble Business Center project and controller files. Download, maintain, and manage project data.
- Task 11. Field work related to LIDAR scanning survey. Scanning will be utilized to collect topographic survey data for hard surface and vertical elements of the project corridor. We anticipate utilizing approximately 25 setups at intersection and mid-block locations to obtain adequate coverage of project surface features.
- Task 12. Downloading and register of scanning data to create one point cloud.
- Task 13. Review of LIDAR scanning data to determine if there are any voids in the scan data that need to be surveyed.
- Task 14. Topographic survey pickups of project area to supplement LIDAR scanning data. Pickup surveys will utilize conventional total station methods.
- Task 15. Processing of completed topographic survey data, importation into base CADD file and drafting existing conditions features. Unless otherwise directed by the City, the project will use the following coordinate systems:
- a. Billings Low Distortion Projection (NAD83-2011) with horizontal units expressed in international feet.
 - b. Vertical datum will be NAVD88 with GPS elevations derived from GEOID12A and vertical units expressed in U.S. survey feet.
- Task 16. Coordination with WWC Engineering regarding the transfer of topographic survey point data and an Autocad file with existing conditions line work drawn based on the results of topographic survey activities.
- Task 17. Review and analyze water main alignments with respect to other utilities. Review extents of water main replacement at side streets and determine which hydrant laterals and water services require replacement.
- Task 18. Review feasibility of pipe bursting alternate and summarize pros and cons for City via e-mail.
- Task 19. Review and analyze options for extension of sanitary sewer main and

associated appurtenances with respect to potential conflicts.

- Task 20. Prepare concept-level (30%) design alignment and profile line work and create plan sheet exhibits. Submit concept-level design exhibits to City for review.
- Task 21. Revisions to concept-level (30%) alignment and profile design based on City review comments (as required).
- Task 22. Identify areas to perform subsurface utility “potholing” at identified pipeline or utility crossings to identify specific pipe elevations or private utility locations. Scope of work assumes Sanderson Stewart will provide a “vacuum” truck via subcontract to remove material in order to survey said utilities. Scope of work includes up to two (2) full 8-hour days of subcontract “potholing” for an estimated total of up to 12 potholes. Holes will be backfilled with temporary cold-mix asphalt at the time of potholing. Scope of work for this task also includes two (2) days of traffic control for potholing.
- Task 23. Geotechnical Investigation of Hallowell Lane project area. Geotechnical engineering shall include field sampling, laboratory testing and review of subsurface soils to determine appropriate pavement section design alternatives, subgrade treatment, groundwater conditions, and foundations for utility installations. Recommendations for specific construction materials and groundwater management established in this review will be included in the project plans and specifications. Up to eight (8) soil borings will be completed to a depth of 15 feet and up to four (4) groundwater monitoring wells will be installed along the corridor. Geotechnical investigation includes traffic control during boring operations.
- Task 24. Groundwater elevation monitoring of up to four (4) monitoring wells. We have assumed monitoring the groundwater elevations from November to May using transducers in the monitoring wells.
- Task 25. Revise alignment and profile and related design details based on results of potholing and to show existing public and private utilities. Develop preliminary (70%) plan set, including title sheet, key/legend sheet, plan and profile sheets, and plan details as part of preliminary plan set.
- Task 26. Send preliminary plans (70%) to applicable private utility companies for review and comment. Correspond with providers regarding any comments or special requests. Revise preliminary (70%) plans as required based on private utility comments.
- Task 27. Meet with local contractors and suppliers to discuss constructability and traffic control issues.
- Task 28. Prepare preliminary traffic control plans and special provisions for the project. Standard City of Billings and MDT traffic control details will be referenced wherever possible. Customized traffic control layouts for specific work zones will be described with a text narrative in a traffic control and construction sequencing special provision in cases where

standard details are not applicable. An overall project area work zone exhibit will be provided, but individual work zone traffic control exhibits will not be prepared except in special cases as determined jointly between Sanderson Stewart and the City of Billings.

- Task 29. Prepare preliminary (70%) opinion of probable construction cost with 15 percent contingency included.
- Task 30. Final revisions to preliminary (70%) plans and specifications based on internal review comments. Submit package to City of Billings for review.

Phase 100 Deliverables:

- a. Draft and final scope of work and fee estimate documents
- b. Project status update e-mails
- c. Pipe bursting feasibility summary e-mail
- d. Concept design (30%) plan and profile exhibits on 11x17 size plans and in PDF format
- e. Preliminary geotechnical report
- f. Preliminary plans (70%) on 11x17 size plans and PDF format
- g. Preliminary traffic control plans
- h. Preliminary specifications
- i. Preliminary opinion of probable cost with 15% contingency

Phase 200 - Final Design and Bidding Services

- Task 1. General project management and coordination of work, including internal QA/QC of project deliverables.
- Task 2. Meetings and correspondence with City of Billings staff on project-related items.
- Task 3. Project status update e-mails to City of Billings.
- Task 4. Monthly project invoicing.
- Task 5. Design of temporary water system performance specifications for project area.
- Task 6. Prepare plan for sequencing of water main flushing and testing including location and size of test ports to assist the City's valve operation crew during construction.
- Task 7. Incorporate City of Billings comments on preliminary traffic control plans and special provisions and prepare final bid documents for inclusion in the project specification book.
- Task 8. Complete final plan and specification sets for submittal, review, and approval by the City of Billings and the Montana Department of Environmental Quality (MDEQ).

- Task 9. Submittal of two (2) copies of the project specifications, two (2) 11x17 plan sets, contract-bidding documents, design report and certified water checklist to (MDEQ) for approval. The MDEQ review fees up to \$2,310 are included in this contract, based on approximately 5,700 lineal feet of water main being replaced, one assumed deviation, and a design report.
- Task 10. Receive final redline comments from the City of Billings, MDT and the MDEQ and incorporate said comments in final plans and specifications. Final plans and specifications will be prepared in accordance with the Montana Public Works Standard Specifications, Sixth Edition, April 2010 and the current adopted City of Billings Standard Modifications to the Sixth Ed. Stamp and sign all plans and specifications with seal of Professional Engineer in charge.
- Task 11. Calculate bid quantities and prepare bid proposal and contract documents. Update Engineer's Opinion of Probable cost based upon final plan quantities.
- Task 12. Assist in preparation of bid advertisement and provide documents to prospective bidders and suppliers. Bid advertisement text will be provided to the City for publication.
- Task 13. Attend one pre-bid meeting.
- Task 14. Answer bid questions and issue addendums as required.
- Task 15. Attend bid opening, tabulate bids, and make recommendation to the City for award.
- Task 16. Assist in City procurement of final contract agreement, verification of insurance and bonds, and issue notice to proceed.

Phase 200 Deliverables:

- a. Final plans on 11x17 size plans and PDF format
- b. Final specifications book including geotechnical report, final traffic control plans, water main flushing and testing plan
- c. MDEQ approval documents including design report
- d. Final opinion of probable cost
- e. Pre-bid meeting minutes and addenda as required
- f. Bid tabulations
- g. Recommendation of award
- h. Final contracts
- i. Notice to proceed

Phase 300 - Construction Services and Contract Administration

- Task 1. General project management and coordination of work, including internal QA/QC of project deliverables.

- Task 2. Schedule and conduct pre-construction conference prior commencement of work at the site. Issue pre-construction meeting minutes to Contractor and City.
- Task 3. Implement and coordinate QA/QC testing program for materials testing developed in the design phase of the project.
- Task 4. Take preconstruction photos of proposed work areas.
- Task 5. Prepare weekly website informational update content for distribution to the City of Billings and email to property owners along project corridor based on a 75 calendar day construction contract.
- Task 6. Review Contractor shop drawing submittals in conformance with the information given in contract documents. Also review valve requests and temporary water plans. Review does not include review of any dewatering plans, and said review shall not extend to Contractor means, methods, techniques, sequences, or procedures of construction or Contractor safety programs.
- Task 7. Attend weekly construction meetings during construction based on a 75 calendar day construction contract.
- Task 8. Make visits to the site at intervals appropriate to various stages of construction to observe as an experienced and qualified design professional the progress of the Contractor's executed work. Visits by Engineer shall be limited to spot checking and similar methods of general observation of the work as assisted by the Resident Project Representative.
- Task 9. Meetings and correspondence with property owners during construction. Assume one hour per week based on 75 calendar day construction contract.
- Task 10. Respond to Contractor requests for information. Issue necessary clarifications and interpretations of the Contract Documents as appropriate, consistent with the intent and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- Task 11. Recommend and prepare Change Orders and Work Change Directives to City as appropriate.
- Task 12. Provide field staking to give the Contractor measurements, lines, locations, and grades necessary for construction. Field staking shall include work shall include:
- Horizontal and vertical control for the project using survey grade GPS and robotic total station equipment.
 - Provide survey staking points with offsets at all ends, tees, crosses, bends, services, and hydrants.
 - Prepare construction staking notes.

- Task 13. Coordinate and schedule quality assurance testing during all phases of construction.
- Task 14. Provide full-time construction observation during construction utilizing a Resident Project Representative (RPR) to assist Engineer in observing progress and quality of the Work. The budget includes one RPR at 50-hours per week for 75 calendar days. RPR shall report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor said clarifications and interpretations as issued by Engineer. RPR will prepare daily inspection reports, and daily diaries for the term of construction activity.
- In addition to review of major work items for the water main replacement, inspection activities shall include general review of traffic control set-up and sediment and erosion control.
- Task 15. Review and recommend payment and contract requests in accordance with City of Billings format. Up to four (4) pay applications are estimated based on a 75 calendar day construction contract.
- Task 16. Review traffic control permits and submittals, as well as field observation of compliance with plans and traffic conditions.
- Task 17. Keep track of actual in-place materials, locations, and quantities and transfer to field plans for preparation of record drawings.
- Task 18. Coordinate testing of final water main installations and recommend approval or adjustments as necessary.
- Task 19. Conduct final inspection and prepare punchlist.
- Task 20. Prepare reproducible construction record drawings for City of Billings files from records prepared by Contractor. Survey all new water main surface features (e.g., valve boxes and hydrants) following project completion and incorporate into record drawings. Record drawings will include at a minimum:
- Offset distances measured from the centerline of the right-of-way to all public water mains.
 - Locations of water services based on measurements from property lines.
 - Elevations indicating the depth of bury of all public water mains. These elevations shall be shown at each street or right-of-way intersection and at such intervals along the public water mains as may be deemed appropriate by the City Engineer.
- Task 21. Conduct one-year inspection with City of Billings staff and Contractor.

Phase 300 Deliverables:

- a. Pre-construction meeting minutes
- b. Shop drawing review

- c. Pay applications and change orders
- d. Final inspection and one-year warranty inspection punchlists
- e. Final record drawings, in accordance with Part 1, Section 2, Article D of this Contract, and as required by MDEQ.
- f. Copy of materials testing and water main testing records

Appendix B Methods and Times of Payment

W.O. 20-30 Hallowell Lane Water Main Replacement

Section 1. Payments for Basic Services.

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

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

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

1. Preliminary Design	\$108,525.00
2. Final Design	\$52,860.00
3. Construction/Contract Administration	\$145,480.00
TOTAL CONTRACT	\$306,865.00

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

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

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

Section 3. Corrections.

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

Section 4. Fee Increases

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

Appendix C
Additional Services of Engineer

W.O. 20-30
Hallowell Lane Water Main Replacement

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

- A. Field and laboratory testing of materials and reports.
- B. Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study.

Appendix D
Schedule of Professional Fees

W.O. 20-30
Hallowell Lane Water Main Replacement

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

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

(Please see attached rate sheets)

CHARGE OUT RATES EFFECTIVE AUGUST 2019

At Sanderson Stewart, we strive to provide great customer service and value. While we can offer the traditional method of billing by hourly charge rates, we strongly encourage our current and prospective clients to consider a lump sum arrangement in determining your overall project compensation. Fixed-fee projects can result in substantial savings over our posted hourly billing rates and provide a level of certainty at the outset of your project.

STAFF PERSONNEL SERVICES

Expert Witness/Special Consultant	\$ 265.00 / hour
Principal	\$ 185.00 / hour
Senior Engineer I	\$ 145.00 / hour
Senior Engineer II	\$ 170.00 / hour
Project Engineer I	\$ 110.00 / hour
Project Engineer II	\$ 120.00 / hour
Staff Engineer I	\$ 95.00 / hour
Staff Engineer II	\$ 105.00 / hour
Engineer Intern	\$ 65.00 / hour
Senior Land Planner	\$ 135.00 / hour
Land Planner	\$ 130.00 / hour
Right-of-Way Agent	\$ 135.00 / hour
Landscape Architect	\$ 115.00 / hour
Senior Landscape Architect I	\$ 125.00 / hour
Senior Landscape Architect II	\$ 140.00 / hour
Landscape Designer I	\$ 80.00 / hour
Landscape Designer II	\$ 100.00 / hour
Senior Professional Land Surveyor	\$ 135.00 / hour
Professional Land Surveyor	\$ 115.00 / hour
Staff Surveyor I	\$ 85.00 / hour
Staff Surveyor II	\$ 100.00 / hour

Field Survey Technician I	\$ 75.00 / hour
Field Survey Technician II	\$ 80.00 / hour
Marketing Director	\$ 125.00 / hour
Graphic Artist	\$ 95.00 / hour
Photographer	\$ 180.00 / hour
Web Developer	\$ 90.00 / hour
Senior Designer I	\$ 95.00 / hour
Senior Designer II	\$ 105.00 / hour
Designer	\$ 90.00 / hour
CADD Technician	\$ 80.00 / hour
Senior Construction Engineering Technician	\$ 115.00 / hour
Construction Engineering Technician	\$ 85.00 / hour
Construction Inspector	\$ 80.00 / hour
Project Administrator	\$ 75.00 / hour
Administrative/Clerical	\$ 70.00 / hour

SURVEY CREW SERVICES

1-man Crew/2-man Crew	\$ Per Job
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OUTSIDE CONSULTANTS

- 1) At cost if independently billed direct to client.
- 2) Cost plus 5% if billed through us.

INDEPENDENT LABORATORIES

- 1) At cost if independently billed direct to client.
- 2) Cost plus 5% if billed through us.

ADMINISTRATIVE EXPENSES

Administrative expenses (including copies, prints, phone, postage, materials, and travel) based on professional services only	3.5% *
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* unless modified by contract

**Appendix E
Project Schedule**

**W.O. 20-30
Hallowell Lane Water Main Replacement**

Based on a notice to proceed by Billings date no later than July 13, 2020, the completion date for the Engineer's work through final design shall be:

- | | |
|--|--------------------|
| A. Preliminary Design | September 18, 2020 |
| B. Final Design and Bidding Services | October 30, 2020 |
| C. Construction Services and Contract Administration | July 30, 2021 |

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

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

Regular City Council Meeting

Meeting Date: 06/22/2020

TITLE: W.O. 20-30: Hallowell Lane Improvements, Consultant Agreement - WWC Engineering

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Division: Engineering

RECOMMENDATION

Staff recommends the City Council award a contract for W.O. 20-30: Hallowell Lane Improvement, to WWC Engineering in the amount of \$308,410.00.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

W.O. 20-30: Hallowell Lane Improvements, is intended to improve Hallowell Lane from State Avenue to King Avenue East in accordance with the South Billings Urban Renewal District's Master Plan. Hallowell Lane will receive both water main rehabilitation and street improvements. The purpose of this contract is to provide design and construction administration services for the street improvements portion of the overall project. The water main rehabilitation will be under a separate professional services contract. It was determined that a split of design services for the water main and street improvements was needed as a split provides the best means of matching the project's unique design features with with the proposals received.

WWC Engineering was selected for the street improvements portion of this project using the proposal process. Six other proposals were received from DOWL, HDR, KLJ Engineering, Performance Engineering, Sanderson Stewart and Stahly Engineering. The selection was based on project team and availability; project approach; and firm qualifications and experience as related to project needs.

ALTERNATIVES

City Council may:

- Award W.O. 20-30: Hallowell Lane Improvements, to WWC Engineering in the amount of \$308,410.00; or;
- Do not award a contract. If the contract is not awarded, construction of the improvements will be delayed.

FISCAL EFFECTS

The street improvement design portion of this project was budgeted in FY20 using South Tax Increment Fund District funds. The amount budgeted was \$300,000.00. While the contract amount is slightly over budget, there is sufficient budget authority and cash available in the South Tax Increment Fund to award this project.

Attachments

W.O. 20-30, Consultant Agreement, WWC Engineering

Contract for Professional Architectural and Engineering Services

Project W.O. 20-30: Hallowell Lane Road Improvements – State Avenue to King Avenue East

In consideration of the mutual promises herein, City of Billings and WWC Engineering agree as follows. This Contract consists of:

- Part I, consisting of 15 Sections of Special Provisions;
- Part II, consisting of 11 Sections of General Provisions;
- Appendix A consisting of 6 pages (Basic Services of Contractor);
- Appendix B consisting of 2 pages (Methods and Times of Payment);
- Appendix C consisting of 1 pages (Additional Services of Contractor);
- Appendix D consisting of 1 pages (Schedule of Professional Fees);
- Appendix E consisting of 1 pages (Project Schedule);
- Appendix F consisting of 76 pages (Certificate(s) of Insurance); and

PART I SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

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

Section 2. Scope of Services.

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

- C. Billings shall not allow any claim for services other than those described in this Section. However, the Contractor may provide, at its own expense, any other services that are consistent with this Contract.
- D. The Engineer shall provide as-built drawings as approved by the City of Billings, to the Administrator within 30 days after the project completion date. Final payment will be withheld until the as-built drawings are received by the City of Billings. Requirements for submitting as constructed documents of completed Private Contracts, Work Orders, Special Improvement Districts and Site plans involving any City of Billings infrastructure: a point file; 1 (*.asc, *.txt, comma delimited; point number, northing, easting, elevation and description) / 2 (*.csv, with headings for; point number, northing, easting, elevation and description), with northings and eastings to the nearest tenth of a foot, elevations to the nearest hundredth of a foot, representing new, updated or relocated City of Billings infrastructure features such as, but not limited to Sanitary Sewer Manholes, Storm Drain Manholes, Water Valves, Water Bends, Signals, Street Light, etc., in the coordinates of Montana State Plane, Zone 2500 using NAD83(2011), Horizontal and NAVD88 Vertical, Horizontal units and Vertical units will be International feet, one half size paper copy to scale, one full size paper copy to scale, two CD's or DVD's with PDF files being half size to scale and full size to scale and AutoCAD DWG files as-constructed / as-built, Version 2016, or equivalent.
- E. The Contractor shall provide certified construction payrolls to the Administrator stating in writing that the payrolls have been reviewed and are acceptable.

Section 3. Time for Performance.

- A. This Contract becomes effective when signed on behalf of Billings.
- B. The Contractor shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
- C. This Contract shall terminate at midnight on December 31, 2022.

Section 4. Compensation; Method of Payment.

- A. Each month, or at the conclusion of each phase of the Work for which payment is due, as negotiated on a per-task basis, the Contractor shall present a bill to the Administrator describing the Work for which it seeks payment and documenting expenses and fees to the satisfaction of the Administrator. If any payment is withheld because the Contractor's performance is unsatisfactory, the Administrator must, within ten (10) days of the payment denial, notify the Contractor of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why. Billings will pay Contractor within 30 days of receiving an acceptable invoice.
- B. The Contractor is not entitled to any compensation under this Contract, other than is expressly provided for in this Section.
- C. As a condition of payment, the Contractor shall have paid all City taxes currently due and owing by the Contractor.

Section 5. Termination of the Contractor's Services.

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

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

Section 6. Duties Upon Termination

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

Section 7. Insurance.

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

Section 8. Assignments.

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

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

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

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

Section 10. Notices.

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

Billings: Tyler Westrope
City of Billings
Public Works Department
2224 Montana Avenue
Billings, Montana 59101 FAX: (406) 237-6291

Contractor: Taylor Kasperick
WWC Engineering
550 S. 24th Street West, Suite 201
Billings, Montana 59102

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

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

4. Order of court, administrative agencies or governmental officers other than Billings.

Section 13. Financial Management System.

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

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

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

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

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

PART II GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

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

Section 3. Permits, Laws, and Taxes.

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

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

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

Contractor: Greg Reid, WWC Engineering Billings Branch Manager

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

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

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

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

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

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

City of Billings

Contractor

William A. Cole, Mayor



Name: Greg Reid
Title: Billings Branch Manager

Date: _____

Date: 6/9/20

ATTEST:

IRS Tax ID # 83-0250392

City Clerk

APPROVED AS TO FORM:

Date: _____

By _____

BRENT BROOKS, City Attorney

Appendix A

Basic Services of Engineer

Section 1. Engineer's Rights and Duties.

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

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

- K. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project the Task Director designated for the Engineer is Taylor Kasperick working under the Principal-in-Charge, Greg Reid.

Section 2. Billings Rights and Duties.

- A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete Billings' portion of the project as designated in the scope of work.
- B. Name a Task Director who shall be the liaison between the Engineer and Billings. For this project, the Task Director designated is Tyler Westrope.

Section 3. Scope of Work.

Task 1. – Street Lighting

WWC Engineering (WWC) will work with HDR (project sub-contractor) to prepare street lighting design documents and those necessary to assist the City in creating SLIMD. This task item will include roadway lighting analysis for the preferred lighting alternative (luminaire) as provided by the City. Design plans will be provided to the City at the approximate 60%, 90% and 100% levels. A memo resulting from the roadway lighting analysis will be provided to the City for use in creating the SLIMD.

Task 2. – Survey

WWC will complete the following work for site survey. Portions of this work will be collaborated with Sanderson-Stewart on their portion of the scope. It is our understanding that Sanderson-Stewart will collect a 3D surface along the project corridor, in addition to wet utility data (horizontal and vertical alignments). The scope of work for this task item includes any additional data collection as deemed necessary to complete WWC's design scope of work that is not collected by Sanderson-Stewart.

- Collection of:
 - Existing street improvements not included with Sanderson-Stewart survey (sidewalk, ADA ramps, drive approaches)
 - Topography within project corridor outside that collected by Sanderson-Stewart
 - Lot pins or monuments
 - The level of boundary survey completed during this phase will be that which is necessary to draft the project boundaries and sufficient to determine if street and sidewalk improvements would infringe on the property boundary or not. If right-of-way is required for the property, additional boundary collection may be required as included in Task 3.
 - Aboveground dry utilities and belowground dry utilities not included with the Sanderson-Stewart data collection via a One-Call

- Collection of additional data for wet utilities necessary if not collected by Sanderson-Stewart.
- Fences, landscaping, or private improvements within 5' of anticipated construction
- Trees
- Signs
- Notices will be sent to all adjacent landowners identifying survey timeframe
- Identify or set project control for construction

In addition to the items noted above, WWC will incorporate the data and linework provided by Sanderson-Stewart into WWC's standard format and styles.

Task 3. – Right-of-Way Acquisition

Right-of-way will need to be acquired adjacent to several properties to construct the desired improvements. A stepwise approach will be completed until a satisfactory street section may be constructed. An upper limit cost is included that will be adjusted based on time and materials necessary to complete.

- Develop plan and profile sheets of the project roadway showing property boundaries and desired road improvements for entire length of project.
 - WWC will provide recommended section adjustments to the City for properties that the full 37' TBC to TBC plus 5' boulevard and 5' walk do not fit. We will identify any properties that right-of-way acquisition is required for the full section as well.
 - In addition, we will include the proposed layout of the Optimist Park Master Plan adjacent to the park as it is believed that those improvements will require additional public right-of-way as well.
- Additional boundary survey will be required if right-of-way is required to be obtained for the property. The initial survey is intended to collect boundary along the Project corridor (i.e., property pins running parallel to project), but property pins on lots extending away from Hallowell Lane will be necessary for right-of-way preparation (i.e., to identify lot line extending away from Project or entire lot as necessary). We have not included this survey in the initial survey as doing so for every lot in the project area would unnecessarily increase cost. From the full boundary survey data, an exhibit will be prepared of the property and proposed improvements for negotiation with the landowner.
 - WWC will attend the landowner meetings with the City, as requested, to provide information. It is assumed that WWC will attend a single meeting with each landowner that has been identified as necessitating right-of-way from.
- Based upon negotiations with the landowners, WWC will prepare right-of-way acquisition exhibits. The exhibits are intended to be attached to an acquisition agreement, which is assumed will be prepared by the City and/or their attorney.
- If lot pins are missing and must be reset as part of boundary retracement, it may be necessary to file a retracement survey, depending on accuracy of previous surveys. This is dependent on the comparability of the platting documents and found monumentation in the field. WWC will provide this information to the City as soon as reasonably possible (i.e., following initial survey if no pins are found or following secondary survey if retracement is

required), and should the City wish to have a retracement filed the associated cost will be provided.

Task 4. – Dry Utility Coordination

WWC will coordinate design plans to the dry utilities located along the corridor. We will contact these entities at the onset of the project to make them aware of it, such that discussions about potential revisions to those utilities can commence as soon as possible.

Task 5. – Design

WWC will complete design and construction plans for the road, sidewalk, ADA ramps, and storm sewer. The following items will be completed as part of this task:

- Stormwater collection and improvements
 - A storm drain extension will be designed to tie to the south end of Hollowell in King Avenue East. This storm drain will extend as far as reasonably possible north. Additionally, surface improvements will be considered to direct additional flows to this newly constructed storm drain.
 - Channelized stormwater created by the addition of the curbs along the northern end of the project will be modeled. If these storm flows are determined to be a concern for flooding of properties, improvements to the existing system will be considered and design plans prepared.
 - The south end of Optimist Park will have storm drainage installed at it to direct flows north to the 48" storm sewer. Stormwater issues at Hollowell Lane's intersection with Phillip Street will also be addressed as part of this item.
 - Flows crossing the south end of Hollowell Lane that are contributing to flooding east of the site will be evaluated. Improvements that may direct these flows to storm piping north or south will be considered.
- Road, sidewalks, and ADA ramps
 - At the onset of this task, WWC will coordinate with the City Engineering staff to determine which portions of the existing roadway, sidewalks, and ADA ramps are desired to be replaced.
 - As part of Task 2, WWC will prepare a preliminary plan and profile set of plans detailing the roadway section and property boundaries. This preliminary set of plans will be modified throughout Task 2 to finalize proposed sections for design. This set of preliminary plans will be used as a 2D layout of required improvements. Once agreed upon with City staff, WWC will begin 3D design of the improvements.
- ADA ramp grading will be prepared with point tables for staking locations and slope labels for cross slope and longitudinal slope for City review
 - If requested, WWC can present several ADA ramp options for the City's selection (i.e., ramps with curb, ramps with transition, etc.)
- Intersection designs will be completed to identify locations of warping at the intersections for tie in. It is our intent to not change the grading of existing roadways, however, if valley gutters are installed to redirect flows, this may be necessary in some areas.

- Separation verification with water main designs. As water main designs are anticipated to be completed and bid prior to this Project, WWC will incorporate the location of the proposed water mains/services into our plans. This will be done for maintaining separation as required and to also show trenching recently completed that will be addressed as part of our designs.
- Construction plans will be prepared for all civil design items
 - Plans will be provided in 11"x17" format
 - Final plans will include a title sheet, typical sections, grading and site layout sheets, plan and profile sheets, and other detail sheets as needed
- A geotechnical investigation will be completed as part of this task to provide recommendations for pavement thicknesses and utility construction. SK Geotechnical is proposed to be used for this task in coordinating with additional investigation necessary for Sanderson-Stewarts scope of work. It is assumed the overall project report will be provided under the contract with Sanderson-Stewart, with the report and recommendations from that report being provided to WWC for use on the project.

Task 6. – Project Permitting with City

WWC will prepare documents to receive approval from the following authorities. It is our understanding that King Avenue East and State Avenue are both City of Billings roadways and that coordination with MDT will not be required for the connection onto either street. It is also our understanding that the road improvements will tie to previously completed improvements at each end, and that street light improvements are not required at either intersection. It is further our understanding that a Storm Drainage Memo will be prepared in lieu of a Comprehensive Drainage Report. The following agencies will approve items of the design:

- SBURA and City of Billings Engineering for stormwater, roads, ADA, and sidewalk
- City of Billings Parks and Recreation for east edge of Optimist Park

WWC will prepare the following specific documents as part of the project:

- Engineer's Opinion of Probable Construction Costs
- Construction spec book (special provisions, bidding documents, etc.)
- Stormwater Report

City of Billings permitting fees are not included in the proposed costs.

Task 7. – Bid Assistance

Under this task, WWC will assist with contracting of the project; including providing contract documents to bidders, attending pre-bid meeting, preparing addendums to the contract due to Contractor's questions, bid review, and contract document completion.

Task 8. – Construction Administration and Staking

WWC will provide construction staking for the following items to the contractor. WWC will coordinate with the Contractor such that the staking is conducted in minimal site trips to

limit costs. Our proposed construction administration staff are capable of staking and, as necessary, will have survey equipment with them to stake as the project progresses. It has been assumed that the selected contractor will have GPS capability for site grading, as necessary, such that staking of subgrade, base, and surface is not required.

Staking Items:

- Storm drain
- Curb and gutter
- ADA ramps and curb fillets (locations staked horizontally with a single vertical reference point per ramp).
- Monument box and sign locations
- Pinning of Property Corners

WWC will provide oversight during construction of the improvements for the Project. For purposes of this estimate, we have estimated our time based on a 12-week construction timeframe. As part of construction administration, WWC will prepare project close out documents (e.g., as-builts, testing results, inspection videos, etc.) for submittal to the City.

WWC will also sub-contract a third-party testing service to perform compaction testing of trenches, subgrade, and base, in addition to asphalt testing and concrete. We intend to use SK Geotechnical for these services, dependent on who the Contractor intends to use as their testing service. The costs included for compaction and materials testing assumed 45 trips for compaction testing. Dependent on City approval, WWC can also provide density and moisture testing for the project using a Troxler e-Gauge, which will be verified prior to doing so.

Appendix B

Methods and Times of Payment

Section 1. Payments for Basic Services.

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

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

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

Preliminary Design	\$ 79,224.00
Final Design	\$ 88,681.00
Construction/Contract Administration	\$ 140,505.00
Total Contract	\$ 308,410.00

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

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

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

Section 3. Corrections.

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

Section 4. Fee Increases

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

Appendix C

Additional Services of Engineer

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

- A. Field and laboratory testing of materials and reports.
- B. Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study.

Appendix D

Schedule of Professional Fees

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

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

2020 SCHEDULE OF CHARGES

PERSONNEL	HOURLY FEE	PERSONNEL	HOURLY FEE
Professional Level 8	\$155	CADD Operator 2	\$72
Professional Level 7	\$151	CADD Operator 1	\$67
Professional Level 6	\$146	Technician 8	\$97
Professional Level 5	\$140	Technician 7	\$92
Professional Level 4	\$129	Technician 6	\$87
Professional Level 3	\$119	Technician 5	\$82
Professional Level 2	\$108	Technician 4	\$77
Professional Level 1	\$97	Technician 3	\$72
CADD Operator 8	\$103	Technician 2	\$67
CADD Operator 7	\$97	Technician 1	\$62
CADD Operator 6	\$92	Administrative Specialist	\$73
CADD Operator 5	\$87	Administrative Assistant	\$58
CADD Operator 4	\$82	Expert Witness	Two times standard billing rate
CADD Operator 3	\$77		
EXPENSES	FEE	ENVIRONMENTAL MONITORING	FEE
Subcontractors	Cost + 15%	Organic Vapor, O ₂ /LEL Meter	\$40/day
Supplies/Material Purchased for Client	Cost + 15%	Water Level/Interface Probe	\$50/day
Miscellaneous Reimbursable Expense	Cost + 15%	Disposable Bailer	\$10/each
Vehicle Mileage	\$0.80/mile (\$25/day min.)	Water Quality - Multi-Parameter Meter	\$50/day
		High Capacity In-Line Filter	\$25/each
		Low Capacity In-Line Filter	\$15/each
		Disposable No-Purge Sampler - Large	\$50/each
		Disposable No-Purge Sampler - Small	\$35/each
		Disposable No-Purge Sampler - Custom	\$75/each
		Transducer/Data Logger	\$50/day or \$200/week
		Flow Meter	\$135/day or \$450/week
		Photoionization Detector	\$85/day
		Bailing Cord	\$0.08/foot
OFFICE	FEE	SURVEYING EQUIPMENT	FEE
Photocopies	\$0.15/page	UAV	\$250/flight (2 flight minimum) OR
Large Format Photocopies - B&W	\$0.60/sq. ft.	UAV	\$5/acre (500-acre minimum)
Large Format Photocopies - Color	\$0.75/sq. ft.	GPS (Survey Grade)	\$350/day
Drawings - Large Format Plots	\$11/sheet	GPS (Sub-Meter Accuracy)	\$100/day
Drawings - 11"x17"	\$1.30/page	Total Station	\$25/hour
Facsimiles	\$1/page	Robotic Total Station	\$35/hour
		Pipeline Locator	\$25/hour
		Differential Level	\$15/hour
		Survey Rebar & Cap	\$7/each
		Lath, Survey	\$45/bundle
		Stakes	\$30/bundle
		T-Post and Flags	\$15/each
FIELD EQUIPMENT	FEE		
Generator	\$100/day		
Fluids Pump	\$100/day		
Air Compressor	\$50/day		
ATV	\$120/day		
UTV	\$175/day		
UTV with Tracks	\$250/day		
Tape Reel, Motorized	\$50/day		
Power Hand Auger	\$15/hour		
Dynamic Cone Penetrometer	\$50/test		

Appendix E

Project Schedule

Based on a notice to proceed by Billings date no later than June 29, 2020, the completion date for the Engineer's work through final design shall be:

A. Street Light Design	September 18, 2020
B. Survey	July 17, 2020
C. Right-of-Way Acquisition	September 18, 2020
D. Dry Utility Coordination	September 18, 2020
E. Design	September 18, 2020
F. Project Permitting with City	October 16, 2020
G. Bid Assistance	November 2, 2020
H. Construction Administration	4 months following construction start

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

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

Appendix F

Certificates of Insurance

Contractors Certificates of Insurance are provided. Necessary endorsements, forms, and waiver of subrogation are included. Excess liability coverage applies to Commercial General Liability, Automobile Liability, to Professional Liability (also referred to as Errors and Omissions) coverages to meet contract requirements.



ADDITIONAL REMARKS SCHEDULE

AGENCY Tegeler & Associates		NAMED INSURED Western Water Consultants, Inc. dba WWC Engineering 1849 Terra Avenue Sheridan, WY 82801	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Pollution
 Company A-Crum & Forster Specialty Insurance Policy#EPK 129100 Effective 12/01/2019-12/01/2020 \$1,000,000 Limit plus Excess Liability Limit

E&O-Professional Liability
 Company A- Crum & Forster Specialty Insurance Policy#EPK-129100 Effective 12/01/2019-12/01/2020 \$1,000,000 Limit plus Excess Liability Limit

Stop Gap(Employers Liability)
 Company A- Crum & Forster Specialty Insurance Policy#EPK-129100 Effective 12/01/2019-12/01/2020 \$1,000,000 Million/\$1,000,000 Million/\$1,000,000 Million

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED
WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s) Where Required by Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section III – Who Is An Insured within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to "claims" caused by "your work" for that person or organization performed by you, or by those acting on your behalf.
- This insurance shall be primary and non-contributory.
- B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for "damages" arising out of "your work" performed under a designated project or contract with that person(s) or organization(s).
- C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" to which the coverage afforded by this Endorsement applies

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Regular City Council Meeting

Meeting Date: 06/22/2020

TITLE: Landfill Use Agreement with Yellowstone County

PRESENTED BY: Jennifer Duray

Department: Public Works

Division: Administration

RECOMMENDATION

Staff recommends that City Council approve the one-year landfill use agreement with Yellowstone County.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

The Billings Regional Landfill currently accepts waste from Yellowstone County. Disposal of waste picked up and hauled by private haulers is charged directly to those haulers. Yellowstone County is only charged for the estimated tonnage and landfill trips of self-haul residential waste. The agreement with Yellowstone County is for FY21 and the dollar amount is based on the landfill fees in the Solid Waste fee resolution passed by Council on June 8, 2020.

ALTERNATIVES

City Council may:

- Approve the landfill agreement with Yellowstone County, or;
- Disapprove the agreement. If Council does not approve the agreement, there would be a loss of revenue for the Solid Waste Fund.

FISCAL EFFECTS

The landfill agreement will generate \$258,000 in revenue for the Solid Waste Fund in FY21.

Attachments

Agreement



LANDFILL USE AGREEMENT

THIS AGREEMENT made and entered into this ____ day of June 2020, by and between the CITY OF BILLINGS, MONTANA, a municipal corporation, hereinafter referred to as "CITY" and the YELLOWSTONE COUNTY SOLID WASTE DISPOSAL DISTRICT, hereinafter referred to as "DISTRICT."

WITNESSETH:

WHEREAS, the DISTRICT and its residents are desirous of using the landfill facilities of the CITY for the disposal of solid waste; and

WHEREAS, the CITY is willing to allow the DISTRICT and its residents use of its landfill facilities during normal published operating times.

NOW THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto, it is mutually agreed as follows:

1. **DEFINITIONS**

- a. Landfill – The term "Landfill" shall mean the Billings Regional Landfill situated in Yellowstone County, owned and operated by the City of Billings.
- b. Other Waste – The term "other waste" shall mean construction and demolition refuse, dead animals, non-processed tires, asbestos, and special waste such as contaminated soil, sludges, and treated timbers.
- c. Refuse – The term "refuse" shall mean all approved and permitted wastes that lawfully may be disposed of in the Landfill.
- d. Residential Municipal Solid Waste – The term "residential municipal solid waste" shall mean any refuse not falling under the definition of "Other Waste" and generated from or at a property used as a residential dwelling.

2. **TERM.** The term of this AGREEMENT shall be from July 1, 2020 through June 30, 2021. Either party may terminate this AGREEMENT at any time with or without cause, upon six months written notice to the other party. In the event of such termination, a pro rata payment shall be paid or refunded, depending on the termination date.

3. **USE OF FACILITIES.** The CITY will permit the DISTRICT and its residents to use its landfill facility for disposal of refuse generated within the area of the DISTRICT at such times as said landfill shall be open for disposal of refuse. The DISTRICT agrees to use facilities in accordance with all applicable federal and state legislation, all applicable local ordinances including, but not limited to Billings Municipal Code, Chapter 21, and all applicable federal, state, and local administrative rules in order to promote the health, safety, and welfare of the citizens of Billings, Montana.

4. **PAYMENT FOR RESIDENTIAL MUNICIPAL SOLID WASTE.** For the period from July 1, 2020 through June 30, 2021, the DISTRICT agrees to pay the CITY the sum of two hundred fifty eight thousand dollars (\$258,000.00) for residential municipal solid waste hauled by District residents from their primary residence. One half of this amount shall be paid semi-annually on or before July 1, 2020 and January 1, 2021.

DISTRICT residents will not be charged at the Landfill for residential municipal solid waste hauled by residential users for loads less than 1.5 yards or 700 pounds, but will be charged for other waste of any volume or weight.

5. **INDEMNITY.** Each of the parties hereto shall indemnify, hold harmless, and defend the other party, its agents, employees or officials, against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the other party for personal injury, death, or property damage caused by the negligence of the other party, its agents, employees or contractors arising from, growing out of, or in any way connected with or incidental to performance of this agreement.



Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect and for any applicable period of limitations thereafter. Either party shall notify the other party, in writing, within ten (10) days of any claim made on the obligations indemnified against hereunder.

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

CITY OF BILLINGS, MONTANA

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

By _____
WILLIAM A. COLE, MAYOR

DENIS PITMAN, Chairman

JOHN OSTLUND, Member

APPROVED AS TO FORM:

DON JONES, Member

By _____
BRENT BROOKS, CITY Attorney

Regular City Council Meeting

Meeting Date: 06/22/2020

TITLE: WRF 15,000V Disconnect and Transformer Replacements

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Division: Wastewater

RECOMMENDATION

Staff recommends that City Council award the contract for the WRF 15,000V Disconnect and Transformer Replacements to CTC Solutions Inc., representing the equipment manufacturer ABB, be approved for \$458,765.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

The Water Reclamation Facility relies on 15kV electrical substations to power the wastewater treatment process. Some of the substation components, such as the primary and secondary disconnects are over 45 years old and are in need of replacement. This project will replace, test, and commission the 45-year-old electrical equipment according to the manufacturer's recommendations and electrical standards. Due to the specialized nature of this work and to ensure compatibility of electrical components within the 15kV system, it is recommended that the original manufacturer of the substation replace the electrical components under a sole-source contract.

ALTERNATIVES

City Council may:

- Approve the contract with CTC Solutions Inc. for \$458,765.00, or;
- Disapprove the contract. If the contract is not approved to replace the electrical equipment that is showing signs of deterioration, the wastewater treatment process could suffer extended power outages and be put at additional risk of violation.

FISCAL EFFECTS

The amount of the contract is \$458,765. The project was budgeted in FY20 using wastewater funds. The amount budgeted was \$900,000. The contract amount was lower than the budget because the estimate used for the budget was conservative as the full scope of the project was not yet determined before the Capital Improvement Program (CIP) for FY20 was finalized.

Regular City Council Meeting

Meeting Date: 06/22/2020

TITLE: Parking Access and Revenue Control System Recommendation

PRESENTED BY: Tracy Scott, Parking Manager

Department: Parking

RECOMMENDATION

Staff recommends the City Council award a contract for upgrading the parking and revenue access control equipment for Park 1, Park 2 and Park 3 in an amount not to exceed \$500,000 to Flash Parking.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

Currently, the City owned parking garages, Park 1, Park 2 and Park 3, operate on Federal APD gate control equipment. In 2014, 3M, who purchased Federal APD, announced that they would be closing their parking manufacturing operation and would no longer support the Federal APD equipment. During this time, the Parking Division was committed to completing the three year phase, just under a million dollar, parking garage restoration project for Park 1, 2 and 3. The restoration project took precedence over any other capital project, so the gate control replacement had to be put on hold for the time being. In order to maintain parking operations, the Parking Division stockpiled various equipment parts purchased through EBay and other municipalities in the event that the equipment would fail or be damaged. The Parking Division has been operating this way since 2014, however, the number of equipment replacement parts are deteriorating and locating them has become more difficult. The parking gate control equipment must be replaced as soon as possible to ensure the garages are operating safely and efficiently.

Last year, with City Council approval, the Parking Division hired, Walker Consultants, a Parking Access and Revenue Control System (PARCS) consultant to assist them with the process of selecting new gate control equipment. The RFP was advertised for a month before the proposal due date of November 14, 2019. Four RFP's were submitted by the following vendors: Parking Revenue Solutions (Denver, CO), Mountain Parking Equipment (Denver, CO), FlashParking (Austin, TX) and Entrance Controls (Tukwila, WA). A nine member Selection Committee was formed comprising of staff from the Parking, Finance and IT Departments as well as a representative from the Billings Parking Board. The committee recommendation has been reviewed and approved by the Billings Parking Board. The equipment was to be financed through the sale of parking property, however the purchase of the property fell through resulting in the project being tabled. The selected vendor was recontacted when funds became available.

ALTERNATIVES

City Council may:

- Approve the recommendation to award Flash Parking the contract in an amount not to exceed \$500,000, or;
- Disapprove the recommendation. If the project is not awarded, the project will need to find another source of funding.

FISCAL EFFECTS

The project was not originally budgeted in FY20. Approval of this contract will require a budget amendment. If approved, a budget amendment will be included as part of the next quarterly budget amendments. The project will use Tax Increment Bonds included with the Two-Way Conversion Project for North 29th and North 30th.

Regular City Council Meeting

Meeting Date: 06/22/2020

TITLE: Bond Resolution for Pooled Special Improvement District Bonds

PRESENTED BY: Andy Zoeller, Finance Director

Department: Finance

RECOMMENDATION

Staff recommends the City Council approve the bond resolution for pooled Special Improvement District bonds series 2020 contingent on the approval of SID 1408, SID 1410 and SID 1413 construction bid awards,

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

The City has been working with Rocky Mountain Bank on financing the pooled Special Improvement District (SID) bonds to finance the construction of SIDs 1408, 1410 and 1413. SID 1408 will install street, storm drain, curb and gutter and sidewalk improvements in Wanigan Subdivision. SID 1410 will install streetlights, playground equipment and construct trails in Annafeld Subdivision. SID 1413 is intended to construct water, sanitary sewer, storm drain, curb and gutter, sidewalk, and street improvements within Lake Hills Subdivision.

Once the resolution has been approved, the closing will take place and the bond proceeds will be disbursed to the construction project funds.

ALTERNATIVES

City Council may:

- Approve the bond resolution for pooled Special Improvement District bonds series 2020, or;
- Disapprove the resolution which would delay the three construction projects.

FISCAL EFFECTS

The term of the bonds is 15 years with an interest rate of 2.76%. The property owners identified in the SID creation documents will be assessed yearly on their property tax bill, or have the option to pay the assessment in full.

Attachments

resolution

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. _____ entitled: "RESOLUTION RELATING TO \$1,133,315.78 POOLED SPECIAL IMPROVEMENT DISTRICT BONDS (SPECIAL IMPROVEMENT DISTRICT NOS. 1408, 1410 AND 1413), SERIES 2020; FIXING THE FORM AND DETAILS AND PROVIDING FOR THE EXECUTION AND DELIVERY THEREOF AND SECURITY THEREFOR" (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 June 22, 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 22nd day of June, 2020.

(SEAL)

City Clerk

RESOLUTION NO. _____

RESOLUTION RELATING TO \$1,133,315.78 POOLED
SPECIAL IMPROVEMENT DISTRICT BONDS (SPECIAL
IMPROVEMENT DISTRICT NOS. 1408, 1410 AND 1413),
SERIES 2020; FIXING THE FORM AND DETAILS AND
PROVIDING FOR THE EXECUTION AND DELIVERY
THEREOF AND SECURITY THEREFOR

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

Section 1. Recitals. It is hereby found, determined and declared as follows:

1.01. Resolutions of Intention. By Resolution No. 20-10849, duly adopted by the Council on February 24, 2020, Resolution No. 20-10844, duly adopted by the Council on January 27, 2020, and Resolution No. 20-10850, duly adopted by the Council on February 24, 2020 (each, a “Resolution of Intention” and, collectively, the “Resolutions of Intention”), this Council declared its intention to create Special Improvement District No. 1408 (“SID No. 1408”), Special Improvement District No. 1410 (“SID No. 1410”) and Special Improvement District No. 1413 (“SID No. 1413”), respectively (each, a “District” and, collectively, the “Districts”), for the purpose of financing costs of certain public improvements of special benefit to the properties within the respective District. Each of the Resolutions of Intention designated the number of the respective District, described the boundaries thereof, stated whether such District was an extended district, stated the general character of the improvements to be made (collectively, the “Improvements”) and stated an approximate estimate of the costs thereof, in accordance with the provisions of Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended (the “Act”). By each Resolution of Intention this Council also declared its intention to cause the cost and expense of making the Improvements specially benefiting the respective District to be assessed against the properties included within the boundaries thereof in accordance with one or more methods of assessment authorized in Sections 7-12-4161 to 7-12-4165 of the Act, and as set forth in the respective Resolution of Intention.

In each Resolution of Intention, this Council stated its intention to issue special improvement district bonds (the “Bonds”) drawn against the respective District to pay a portion of the costs of the Improvements and costs of issuance of the Bonds. This Council further found that it is in the public interest, and in the best interest of the City and the Districts, to secure payment of principal of and interest on the Bonds by the Special Improvement District Revolving Fund of the City (the “Revolving Fund”), on the basis of factors required to be considered under Section 7-12-4225 of the Act. Those findings are hereby ratified and confirmed.

1.02. Notices. Notices of the passage of each Resolution of Intention were given by two publications, with at least six days between publications, in the *Billings Times* or the *Yellowstone County News*, weekly newspapers of general circulation published within the City. Notices of the passage of each Resolution of Intention were also mailed the same day the notice was first published to all persons, firms or corporations or the agents thereof having real property within

the respective District, listed in their names upon the last completed assessment roll for State, county and school district taxes, at their last known addresses. The notices described the general character of the Improvements, stated the estimated cost of the Improvements and the method or methods of assessment of such costs against properties in the respective District, specified the time when and the place where the Council would hear and pass upon all protests made against the making of the Improvements or the creation or extension of the respective District, and referred to the respective Resolution of Intention as being on file in the office of the City Clerk for a description of the boundaries of the respective District, all in accordance with the provisions of the respective Resolution of Intention, and included a statement that, subject to the limitations of Section 7-12-4222 of the Act, the general fund of the City may be used to provide loans to the Revolving Fund or a general tax levy may be imposed on all taxable property in the City to meet the financial requirements of the Revolving Fund. In each Resolution of Intention, the Council also declared its intention to reimburse the City for costs paid before issuance of the Bonds, as required by Section 1.150-2 of the Treasury Regulations promulgated under the Internal Revenue Code.

1.03. Creation of Districts. At the times and places specified in the notices hereinabove described, this Council met to hear, consider and pass upon all protests made against the making of the Improvements and the creation of the respective District, and, after consideration thereof, it was determined and declared that insufficient protests against the creation or extension of the respective District or the proposed work had been filed in the time and manner provided by law by the owners of the property to be assessed for the Improvements in the respective District, and this Council did therefore by Resolution No. 20-10860, adopted March 23, 2020, Resolution No. 20-10853, adopted February 24, 2020, and Resolution No. 20-10861, adopted March 23, 2020, create SID No. 1408, SID No. 1410 and SID No. 1413, respectively, and confirm the findings it made with respect to the pledge of the Revolving Fund in the respective Resolution of Intention.

1.04. Construction Contracts. The City will cause or has caused to be constructed the Improvements described in the Resolutions of Intention. Plans, specifications, maps, profiles and surveys for construction of the Improvements to be constructed to benefit the Districts were prepared by the engineers acting for the City or by City engineers, and were thereupon examined and approved by this Council. Advertisements for bids for construction of the Improvements to be undertaken in SID No. 1408, SID No. 1410 and SID No. 1413 were published in the official newspaper of the City in accordance with the provisions of Section 7-12-4141 of the Act, after which the bids theretofore received were opened and examined. After referring the bids to the engineers for the City it was determined that the lowest regular proposal for the furnishing of all work and materials required for constructing the Improvements in accordance with the approved plans and specifications was the following:

SID No. 1408:

<u>Work</u>	<u>Bidder</u>	<u>Contract Price</u>
Construct street, storm drain, curb and gutter, and sidewalk improvements for Radford Square N, Radford Square S, Radford Square E, Radford Square W and a portion of Shawnee Drive	FirstMark Construction LLC	\$759,525.00

SID No. 1410:

<u>Work</u>	<u>Bidder</u>	<u>Contract Price</u>
Construct and install streetlights within Annafeld Subdivision, 2 nd filing	Ace Electric, Inc.	\$129,530.00
Annafeld Park Trail Improvements	FirstMark Construction LLC	\$103,429.00

SID No. 1413:

<u>Work</u>	<u>Bidder</u>	<u>Contract Price</u>
Construct roadway, accessibility ramps, sidewalk, curb and gutter, storm drain improvements, sanitary main, water main, and other miscellaneous items on Greenbriar Road and Winged Foot Drive	Knife River -- Billings	\$843,704.75

Contracts for the construction of the Improvements were therefore awarded to said bidders, subject to the right of owners of property liable to be assessed for the costs thereof to elect to take the work and enter into written contracts therefor in the manner provided by Section 7-12-4147 of the Act, whereupon the City and the successful bidders entered into written contracts for construction of the Improvements upon the bidders having executed and filed bonds satisfactory to this Council and in the form and manner provided by Montana Code Annotated, Title 18, Chapter 2, Part 2, as amended.

1.05. Costs. It is currently estimated that the costs and expenses to be assessed against properties in the Districts benefited by the Improvements, including costs of preparation of plans, specifications, maps, profiles, engineering superintendence and inspection, preparation of assessment rolls, expenses of making the assessments, the cost of work and materials under the construction contracts and all other costs and expenses, including costs of issuance of the Bonds and the deposit of proceeds in the Revolving Fund, are as follows:

	<u>District No. 1408</u>	<u>District No. 1410</u>	<u>District No. 1413</u>
Construction	\$835,477.50	\$362,907.00	\$928,075.23
Engineering	63,509.66	87,302.49	201,016.67
Total Project Costs	\$898,987.16	\$450,209.49	\$1,129,091.90
Less City Contribution	(369,732.97)	-	(260,044.09)
Less Property Owner Contribution	(40,711.86)	-	-
Less Developer Contribution	-	-	(753,649.63)
Total Project Costs to be Assessed	\$488,542.33	\$450,209.49	\$115,398.18
City Finance Fee	500.00	500.00	500.00
Revolving Fund 5%	26,141.73	24,114.64	6,409.41
Bank Origination Fee	2,317.23	2,135.42	547.35,

Issuance Costs	5,333.33	5,333.33	5,333.34
Bond Amount	\$522,834.62	\$482,292.88	\$128,188.28

After deducting amounts contributed by the City for the Improvements and prepayments by property owners in the Districts, the aggregate principal amount required to finance the construction of the Improvements is \$1,133,315.78, of which \$522,834.62 shall be allocated to SID No. 1408, \$482,292.88 shall be allocated to SID No. 1410 and \$128,188.28 shall be allocated to SID No. 1413, as provided in the table above.

Such amounts will be levied and assessed against the property within the respective District on the bases described in the respective Resolution of Intention. This Council has jurisdiction and is required by law to levy and assess such amounts, to collect such special assessments and credit the same to the respective District Account (as defined in Section 3.01 herein) created for each District, which District Accounts are to be maintained on the official books and records of the City separate from all other City funds, within the 2020 Pooled Special Improvement District Sinking Fund (the “Sinking Fund”) for the payment of principal and interest when due on the Bonds herein authorized.

1.06. Sale and Issuance of Bonds. For the purpose of financing a portion of the costs and expenses of making the Improvements, funding a deposit to the Revolving Fund (as hereinafter defined) and paying costs of issuance of the Bonds, which are to be assessed against the property within the respective District as provided in the respective Resolution of Intention, this Council, pursuant to Resolution No. 20-10870, adopted May 11, 2020 (the “Parameters Resolution”), determined that it would be in the best interests of the City to sell the Bonds in a pooled single offering at a private negotiated sale and authorized the City Finance Director to select a purchaser for the Bonds. The City Finance Director has selected Rocky Mountain Bank (the “Purchaser”), to act as purchaser of the Bonds. The Purchaser has agreed to purchase from the City the Bonds at a purchase price of \$1,133,315.78 (representing the stated principal amount of the Bonds), at the rate of interest of 2.76% per annum as set forth in Section 2.01 hereof.

1.07. Recitals. All acts, conditions and things required by the Constitution and laws of the State of Montana, including the Act, and the home rule charter of the City, in order to make the Bonds valid and binding special obligations in accordance with their terms and in accordance with the terms of this Resolution have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required.

Section 2. The Bonds.

2.01. Principal Amount, Maturities, Denominations, Date, Interest Rates. For the purpose of paying the costs and expenses of making the Improvements, funding a deposit to the Revolving Fund and paying costs of issuance of the Bonds, and in anticipation of the collection of special assessments to be levied therefor, and pursuant to the Bond Purchase Agreement, the City shall forthwith issue and deliver to the Purchaser the Bonds, denominated “Pooled Special Improvement District Bonds (Special Improvement District Nos. 1408, 1410 and 1413), Series 2020,” in the aggregate principal amount of \$1,133,315.78, payable solely from the Sinking Fund. The Bonds shall be dated, as originally issued, and be registered as of July 7, 2020, shall mature on July 1, 2035, and shall bear interest from the date of original registration until paid or

duly called for redemption at the rate of 2.76% per annum. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

2.02. Interest Payment Dates. Interest on the Bonds shall be payable on each January 1 and July 1, commencing January 1, 2021, to the owners of record thereof as such appear on the bond register at the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day. Upon the original delivery of the Bonds to the Purchaser and upon each subsequent transfer or exchange of a Bond pursuant to Section 2.04, the Registrar shall date each Bond as of the date of its authentication.

2.03. Method of Payment. The Bonds shall be issued only in fully registered form. The interest on and, upon presentation and surrender thereof at the principal office of the Registrar, the principal of the Bonds shall be payable by check or draft drawn on the Registrar. Notwithstanding the foregoing, so long as a Bond is evidenced by a single, fully registered term bond, it shall not be necessary to present and surrender such Bond until the full redemption thereof pursuant to Section 2.05, but the Registrar shall note in the bond register such principal payment. The principal of and interest on the Bonds are payable in lawful money of the United States of America.

2.04. Registration. The City hereby appoints the City Finance Director to act as bond registrar, transfer agent and paying agent for the Bonds (the "Registrar"). The City reserves the right to appoint a bank, trust company or fiscal company as successor bond registrar, transfer agent or paying agent, as authorized by the Model Public Obligations Registration Act of Montana (the "Registration Act"), but the City agrees to pay the reasonable and customary charges of the Registrar for the services performed. This Section 2.04 shall establish a system of registration for the Bonds as defined in the Registration Act. The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(i) Bond Register. The Registrar shall keep at its principal office a bond register in which the Registrar shall provide for the registration of ownership of the Bonds and the registration of transfers and exchanges of the Bonds entitled to be registered, transferred or exchanged.

(ii) Transfer. Upon surrender to the Registrar for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing and guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer of any Bond or portion thereof selected or called for redemption.

(iii) Exchange. Whenever any Bond is surrendered by the registered owner for exchange, the Registrar shall authenticate and deliver one or more new Bonds of a like

aggregate principal amount, interest rate and maturity, as requested by the registered owner or the owner's attorney duly authorized in writing.

(iv) Cancellation. All Bonds surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the City.

(v) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(vi) Persons Deemed Owners. The City and the Registrar may treat the person in whose name any Bond is at any time registered on the bond register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the City upon such Bond to the extent of the sum or sums so paid.

(vii) Taxes, Fees and Charges. For every transfer of a Bond or exchange of a Bond (except for an exchange upon the partial redemption of a Bond), the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(viii) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or such Bond has been called for redemption in accordance with its terms, it shall not be necessary to issue a new Bond prior to payment.

2.05. Redemption.

(a) Mandatory Redemption. If on any interest payment date there will be a balance in the Sinking Fund after payment of the principal and interest due on all Bonds drawn against it, either from the prepayment of special assessments levied for the Improvements or from the

transfer of surplus money from a Construction Subaccount to a Principal Subaccount as provided in Section 3.02, the City Finance Director shall call for redemption on the interest payment date outstanding Bonds, or portions thereof, in an amount which, together with the interest thereon to the interest payment date, will equal the amount of such funds on deposit in the Sinking Fund on that date. The redemption price shall equal the principal amount of the Bonds to be redeemed plus interest accrued to the date of redemption.

(b) Optional Redemption. The Bonds will be subject to redemption on any date, at the option of the City, in whole or in part, from sources of funds available therefor (other than those described in Section 2.05(a)), at a redemption price equal to the principal amount thereof to be redeemed plus interest accrued to the redemption date, without premium.

(c) Mandatory Sinking Fund Redemption. The Bonds are subject to redemption on July 1 of the respective years shown below (herein referred to as a “Sinking Fund Payment Date”) and in the principal amounts (hereinafter referred to as a “Mandatory Sinking Fund Payment”) set forth below:

2035 Term Bond			
Sinking Fund Payment Date	July 1 Mandatory Sinking Fund Payment Amount	Sinking Fund Payment Date	July 1 Mandatory Sinking Fund Payment Amount
2021	\$61,761.96	2029	\$77,134.96
2022	63,502.36	2030	79,308.55
2023	65,291.79	2031	81,543.40
2024	67,061.93	2032	83,817.58
2025	69,021.40	2033	86,203.11
2026	70,966.37	2034	88,632.24
2027	72,966.13	2035	91,129.71
2028	74,974.29		

*Final maturity.

(d) Selection of Bonds for Redemption. If less than all of the Bonds are to be redeemed, Bonds shall be redeemed in order of Mandatory Sinking Fund Payments. If less than all Bonds of a stated maturity are to be redeemed, the Bonds of such maturity shall be selected for redemption in \$5,000 principal amounts selected by the Registrar by lot or other manner it deems fair.

(e) Notice and Effect of Redemption. The date of redemption and the principal amount of the Bonds to be redeemed shall be fixed by the City Finance Director, who shall give notice thereof, by first class mail, postage prepaid, to the owner or owners of such Bonds at their addresses appearing on the bond register, of the numbers of the Bonds or portions thereof to be redeemed and the date on which payment will be made, which date shall be not less than 30 days after the date of mailing notice. On the date so fixed, interest on the Bonds or portions thereof so redeemed shall cease to accrue. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

2.06. Form. The Bonds shall be prepared in substantially the form set forth in Exhibit A hereto, and by this reference made a part hereof, with such modifications as are permitted by the Act.

2.07. Execution, Registration and Delivery. The Bonds shall be prepared under the direction of the City Finance Director and shall be executed on behalf of the City by the signatures of the Mayor, the City Finance Director and the City Clerk and sealed with the official seal of the City; provided that the seal and all signatures may be printed, engraved or lithographed facsimiles of the originals. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. The certificate of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so executed, authenticated and registered, they shall be delivered by the Registrar to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed.

2.08. Application of Proceeds. From the proceeds of the Bonds, the City Finance Director shall credit forthwith \$26,141.73 for SID No. 1408, \$24,114.64 for SID No. 1410 and \$6,409.41 for SID No. 1413 to the Revolving Fund, as required by Section 7-12-4169(2) of the Act, and the balance of such proceeds to the Construction Subaccount in the respective District Account, in proportion to the principal amounts of the Bonds allocable to each of the Districts, as set forth in Section 1.05, to be used solely for the purposes described in Section 3.02.

Section 3. Sinking Fund; Assessments.

3.01. 2020 Pooled Special Improvement District Sinking Fund. There is hereby created and established the fund designated as the “2020 Pooled Special Improvement District Sinking Fund” which shall be maintained by the City Finance Director on the books and records of the City separate and apart from all other funds of the City. Within the Sinking Fund there shall be maintained separate accounts for each of SID No. 1408, SID No. 1410 and SID No. 1413, designated accordingly (each, a “District Account” and, collectively, the “District Accounts”). Within each District Account there shall be maintained three separate subaccounts, designated as the “Construction Subaccount,” the “Principal Subaccount” and the “Interest Subaccount,” respectively.

3.02. Construction Subaccounts. There shall be credited to the Construction Subaccount in the respective District Account the proceeds of the sale of the Bonds attributable to the respective District remaining after the required deposits to the Revolving Fund. Any earnings on investment of money in a Construction Subaccount shall be retained therein. All costs and expenses of constructing the Improvements, including costs of issuance of the Bonds, shall be

paid from time to time as incurred and allowed from the Construction Subaccount in the respective District Account in accordance with the provisions of applicable law, and money in a Construction Subaccount shall be used for no other purpose; provided that upon completion of the Improvements and after all claims and expenses with respect to the Improvements have been fully paid and satisfied, any money remaining in a Construction Subaccount shall be transferred to the Principal Subaccount in the applicable District Account and used to redeem Bonds or portions thereof as provided in Section 3.03.

3.03. Principal Subaccounts and Interest Subaccounts. Money in the Principal Subaccounts and the Interest Subaccounts shall be used only for payment of the principal of and interest on the Bonds as such payments become due or to redeem Bonds or portions thereof.

Upon collection of the installment of principal and interest due on November 30 and May 31 of each year on the special assessments to be levied with respect to the Improvements, the City Finance Director shall credit to the Interest Subaccount in the respective District Account so much of said special assessments as is collected as interest payment and the balance thereof to the Principal Subaccount in the respective District Account. Any installment of any special assessment paid prior to its due date with interest accrued thereon to the next succeeding interest payment date shall be credited with respect to principal and interest payments in the same manner as other assessments are credited to the District Accounts. All money in the Interest Subaccounts and the Principal Subaccounts shall be used first to pay interest due, and any remaining money shall be used to pay principal then due and, if money is available, to redeem Bonds or portions thereof in accordance with Section 2.05; provided that any money transferred to a Principal Subaccount from a Construction Subaccount pursuant to Section 3.02 shall be applied to redeem Bonds to the extent possible on the next interest payment date for which notice of redemption has been properly given pursuant to Section 2.05(e). Redemption of Bonds from a Principal Subaccount shall be in order of Mandatory Sinking Fund Payments as provided in Section 2.05, and interest shall be paid from the respective Interest Subaccount as accrued on the Bonds to the date of redemption, in accordance with the provisions of Section 7-12-4206 of the Act.

3.04. Loans From Revolving Fund. The Council shall annually or more often if necessary issue an order authorizing a loan or advance from the Revolving Fund to a District Account in an amount sufficient to make good any deficiency then existing in the Interest Subaccount in such District Account and issue an order authorizing a loan or advance from the Revolving Fund to a District Account in an amount sufficient to make good any deficiency then existing in the Principal Subaccount in such District Account, in each case to the extent that money is available in the Revolving Fund. A deficiency shall be deemed to exist in the Principal Subaccount or Interest Subaccount in a District Account if the money on deposit therein on any December 15 or June 15 (excluding amounts in the Principal Subaccount representing prepaid special assessments) is less than the amount necessary to pay the principal of the Bonds then due (other than upon mandatory or optional redemption pursuant to Sections 2.05(a) or (b)), and interest payable on all Bonds, on the next succeeding interest payment date.

Pursuant to Ordinance No. 1096, the City has undertaken and agreed to provide funds for the Revolving Fund by annually levying such tax or making such loan from the general fund of

the City, subject to the limitation that no such tax levy or loan may in any year cause the balance in the Revolving Fund to exceed five percent of the principal amount of the City's then outstanding special improvement and sidewalk, curb, gutter and alley approach bonds and warrants secured thereby and subject to the durational limitations specified in the Act. In the event that the balance on hand in the Revolving Fund fifteen days prior to any date when interest is due on special improvement and sidewalk, curb, gutter and alley approach bonds and warrants of the City is not sufficient to make good all deficiencies then existing in the funds for which the City covenants to make loans from the Revolving Fund, the balance on hand in the Revolving Fund shall be allocated to the funds in which such deficiencies then exist in proportion to the amounts of the deficiencies on the respective dates of receipt of such money, until all interest accrued on such special improvement and sidewalk, curb, gutter and alley approach bonds and warrants of the City has been paid and to the extent of amounts available in the Revolving Fund. On any date when all accrued interest on special improvement and sidewalk, curb, gutter and alley approach bonds and warrants of the City payable from funds for which the City has covenanted to make loans from the Revolving Fund has been paid, any balance remaining in the Revolving Fund shall be loaned or advanced to the funds for payment and redemption of bonds and warrants to the extent such funds are deficient for such purpose and, if money in the Revolving Fund is insufficient therefor, pro rata, in an amount proportionate to the amount of such deficiency.

The City hereby determines, covenants and agrees to levy the property tax described in the immediately preceding paragraph to provide funds for the Revolving Fund so long as any Bonds are outstanding to the extent required under the provisions of this Resolution and the Act, even though such property tax levy may, under applicable law or provisions of the home rule charter of the City, require that property tax levies of the City for other purposes be reduced correspondingly.

Section 4. Covenants. The City covenants and agrees with the owners from time to time of the Bonds that until the principal amount of the Bonds and interest thereon are fully paid:

4.01. Compliance with Resolution. The City will hold the Sinking Fund and the Revolving Fund as trust funds, separate and apart from all of its other funds, and the City, its officers and agents, will comply with all covenants and agreements contained in this Resolution. The provisions hereinabove made with respect to the Sinking Fund and the Revolving Fund are in accordance with the undertaking and agreement of the City made in connection with the sale of the Bonds as set forth in Section 1.06.

4.02. Construction of Improvements. The City will do all acts and things necessary to enforce the provisions of the construction contracts for the Improvements and to ensure the completion of the Improvements in accordance with the plans and specifications and within the time therein provided, and will pay all costs thereof promptly as incurred and allowed, out of the Construction Subaccount within the respective District Account and within the amount of the proceeds of the Bonds appropriated thereto, amounts contributed by the City therefor and prepayments by property owners in the Districts.

4.03. Levy of Assessments. The City will do all acts and things necessary for the final and valid levy of special assessments upon all assessable real property within the boundaries of the Districts benefited by the Improvements, in accordance with the Constitution and laws of the State of Montana and the Constitution of the United States, in an aggregate principal amount not less than the following amounts:

<u>District</u>	<u>Principal Amount</u>
SID No. 1408	\$522,834.62
SID No. 1410	\$482,292.88
SID No. 1413	\$128,188.28

Such special assessments shall be levied on the basis or bases prescribed in the Resolutions of Intention, and shall be payable in substantially equal semiannual installments of principal and interest over a period of 15 years, at an annual rate equal to the sum of: (i) the average annual interest rate borne by the then outstanding Bonds, plus (ii) one-half of one percent (0.50%) per annum. The assessments to be levied will be payable on the 30th day of November in each of the years 2021 through 2034, and on the 31st day of May in the years 2021 through 2035, inclusive, if not theretofore paid, and shall become delinquent on such date unless paid in full. The first partial payment of each assessment shall include interest on the entire assessment from the date of original registration of the Bonds to January 1, 2021. The assessments shall constitute a lien upon and against the property against which they are made and levied, which lien may be extinguished only by payment of the assessment with all penalties, cost and interest as provided in Section 7-12-4191 of the Act. No tax deed issued with respect to any lot or parcel of land shall operate as payment of any installment of the assessment thereon which is payable after the execution of such deed, and any tax deed so issued shall convey title subject only to the lien of said future installments, as provided in Montana Code Annotated, Section 15-18-214.

4.04. Reassessment. If at any time and for whatever reason any special assessment or tax herein agreed to be levied is held invalid, the City and this Council, its officers and employees, will take all steps necessary to correct the same and to reassess and re-levy the same, including the ordering of work, with the same force and effect as if made at the time provided by law, ordinance or resolution relating thereto, and will reassess and re-levy the same with the same force and effect as an original levy thereof, as authorized in Section 7-12-4186 of the Act. Any special assessment, or reassessment or re-levy shall, so far as is practicable, be levied and collected as it would have been if the first levy had been enforced including the levy and collection of any interest accrued on the first levy.

If proceeds of the Bonds, including investment income thereon, are applied to the redemption of the Bonds, as provided in Sections 7-12-4205 and 7-12-4206 of the Act, or if refunding bonds are issued and the outstanding principal amount of the Bonds is decreased or increased, the City will reduce or increase, respectively, the assessments levied in the Districts and then outstanding pro rata by the principal amount of such prepayment or the increment above or below the outstanding principal amount of the Bonds represented by the refunding bonds. The City and this Council, its officers and employees will reassess and re-levy such

assessments, with the same effect as an original levy, in such reduced or increased amounts in accordance with the provisions of Sections 7-12-4176 through 7-12-4178 of the Act.

4.05. Absence of Litigation. There is now no litigation pending or, to the best knowledge of the City, threatened questioning the validity or regularity of the creation of the Districts, the contracts for construction of the Improvements or the undertaking and agreement of the City to levy special assessments therefor and to make good any deficiency in the collection thereof through the levy of taxes for and the making of advances from the Revolving Fund, or the right and power of the City to issue the Bonds or in any manner questioning the existence of any condition precedent to the exercise of the City's powers in these matters. If any such litigation should be initiated or threatened, the City will forthwith notify in writing the Purchaser, and will furnish the Purchaser a copy of all documents, including pleadings, in connection with such litigation.

4.06. Waiver of Penalty and Interest. The City covenants not to waive the payment of penalty or interest on delinquent assessments levied for costs of the Improvements, unless the City determines, by resolution of the Council, that such waiver is in the best interest of the owners of the outstanding Bonds.

Section 5. Tax Matters.

5.01. Use of Improvements. The Improvements will be owned and operated by the City and available for use by members of the general public on a substantially equal basis. The City shall not enter into any lease, use or other agreement with any non-governmental person relating to the use of the Improvements or security for the payment of the Bonds which might cause the Bonds to be considered "private activity bonds" or "private loan bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "Code").

5.02. General Covenant. The City covenants and agrees with the owners from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become includable in gross income for federal income tax purposes under the Code and applicable Treasury Regulations (the "Regulations"), and covenants to take any and all actions within its powers to ensure that the interest on the Bonds will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

5.03. Arbitrage Certification. The Mayor, the City Finance Director and the City Clerk, being the officers of the City charged with the responsibility for issuing the Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds, it is reasonably expected that the proceeds of the Bonds will be used in a manner that would not cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations.

5.04. Arbitrage Rebate. The City acknowledges that the Bonds are subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such

records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Treasury Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, unless the Bonds qualify for the exception from the rebate requirement under Section 148(f)(4)(B) of the Code and no “gross proceeds” of the Bonds (other than amounts constituting a “bona fide debt service fund”) arise during or after the expenditure of the original proceeds thereof. In furtherance of the foregoing, the Mayor, the City Finance Director and the City Clerk are hereby authorized and directed to execute a Rebate Certificate, substantially in the form to be prepared by Bond Counsel, and the City hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

5.05. Information Reporting. The City shall file with the Secretary of the Treasury, not later than November 15, 2020, a statement concerning the Bonds containing the information required by Section 149(e) of the Code.

Section 6. Authentication of Transcript. The officers of the City are hereby authorized and directed to furnish to the Purchaser and to Bond Counsel certified copies of all proceedings relating to the issuance of the Bonds and such other certificates and affidavits as may be required to show the right, power and authority of the City to issue the Bonds, and all statements contained in and shown by such instruments, including any heretofore furnished, shall constitute representations of the City as to the truth of the statements purported to be shown thereby.

Section 7. Defeasance.

7.01. General. When the liability of the City on all Bonds issued under and secured by this Resolution has been discharged as provided in this Section 7, all pledges, covenants and other rights granted by this Resolution to the owners of the Bonds shall cease.

7.02. Payment. The City may discharge its liability with reference to any Bond or installment of interest thereon which is due on any date by depositing with the Registrar on or before that date funds sufficient, or, if a City officer is the Registrar, mailing to the registered owner of such Bond a check or draft in a sum sufficient and providing proceeds available, for the payment thereof in full; or if any Bond or installment of interest thereon shall not be paid when due, the City may nevertheless discharge its liability with reference thereto by depositing with the Registrar funds sufficient, or, if a City officer is the Registrar, by mailing to the registered owner thereof a check or draft in a sum sufficient and providing proceeds available, for the payment thereof in full with interest accrued to the date of such deposit or mailing.

7.03. Prepayment. The City may also discharge its obligations with respect to any Bonds called for redemption on any date when they are prepayable in accordance with their terms, by on or before that date depositing with the Registrar funds sufficient, or, if a City officer is the Registrar, mailing to the registered owner of such Bond a check or a draft in a sum sufficient and providing proceeds available, for the payment of the principal, interest and redemption premium, if any, which are then due; provided that notice of such redemption has been duly given as provided herein or irrevocably provided for.

7.04. Escrow. The City may also at any time discharge its liability in its entirety with reference to the Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or securities which are authorized by law to be so deposited, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without reinvestment, to provide funds sufficient to pay all principal and interest to become due on all Bonds on or before maturity or, if any Bond has been duly called for redemption or notice of such redemption has been irrevocably provided for, on or before the designated redemption date.

7.05. Irrevocable Deposits. If an officer of the City is the Registrar, any deposit made under this Section 7 with the Registrar shall be irrevocable and held for the benefit of the owners of Bonds in respect of which such deposits have been made.

Section 8. Repeals and Effective Date.

8.01. Repeal. All provisions of other resolutions and other actions and proceedings of the City and this Council that are in any way inconsistent with the terms and provisions of this Resolution are repealed, amended and rescinded to the full extent necessary to give full force and effect to the provisions of this Resolution.

8.02. Effective Date. This Resolution shall take effect immediately upon its passage and adoption by this Council.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this 22nd day of June, 2020.

Mayor

Attest: _____
City Clerk

(SEAL)

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF MONTANA
YELLOWSTONE COUNTY

CITY OF BILLINGS

POOLED SPECIAL IMPROVEMENT DISTRICT BONDS, SERIES 2020
(Special Improvement District Nos. 1408, 1410 and 1413)

Interest at the rate per annum specified below,
payable on the 1st day of January and the 1st day of July
in each year, commencing January 1, 2021.

No. R-1 \$1,133,315.78

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
2.76%	July 1, 2035_	July 7, 2020

REGISTERED OWNER: ROCKY MOUNTAIN BANK

PRINCIPAL AMOUNT: ONE MILLION ONE HUNDRED THIRTY-THREE
THOUSAND THREE HUNDRED FIFTEEN AND 78/100
DOLLARS

FOR VALUE RECEIVED, the City of Billings, Montana (the "City"), will pay to the registered owner identified above, or registered assigns, on the maturity date specified above the principal amount specified above, solely from the revenues hereinafter specified, as authorized by Resolution No. [____], adopted June 22, 2020 (the "Resolution"), all subject to the provisions hereinafter described relating to the redemption of this Bond before maturity. This Bond bears interest at the rate per annum specified above from the date of original issue specified above, or from such later date to which interest hereon has been paid or duly provided for, until the maturity date specified above or an earlier date on which this Bond shall have been duly called for redemption by the City Finance Director. Interest on this Bond is payable semiannually on the 1st day of January and the 1st day of July in each year, commencing January 1, 2021, to the owner of record of this Bond appearing as such in the bond register as of the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. Interest on and, upon presentation and surrender hereof at the principal office of the Registrar, the principal of this Bond shall be payable by check or draft drawn on the Registrar. Notwithstanding the foregoing, so long as this Bond is evidenced by a single, fully registered term bond, it shall not be necessary to present and surrender this Bond until the full redemption thereof pursuant to the Resolution, but the Registrar shall note in the bond register such principal payment. The City Finance Director shall initially serve as Registrar for this Bond. Interest on

this Bond shall be calculated on the basis of a 360 day year composed of twelve 30 day months. The principal of and interest on the Bonds are payable in lawful money of the United States of America.

This Bond is one of an issue in the aggregate principal amount of \$1,133,315.78 (the "Bonds"), all of like date of original issue and tenor, except as to serial number, denomination, date, interest rate, maturity date and redemption rights. The Bonds are issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended (the "Act"), and ordinances and resolutions duly adopted by the governing body of the City, including the Resolution, to finance a portion of the costs and expenses of making certain local improvements (the "Improvements") for the special benefit of properties located in Special Improvement District Nos. 1408, 1410 and 1413 (together, the "Districts"), to fund a deposit to the Special Improvement District Revolving Fund (the "Revolving Fund") and to pay costs of issuance of the Bonds. The Bonds are issuable only as fully registered bonds of single maturities.

This Bond is payable from the collection of a special tax or assessment levied upon all assessable real property within the boundaries of the Districts benefited by the Improvements, in an aggregate principal amount not less than \$1,133,315.78 (\$522,834.62 for Special Improvement District No. 1408, \$482,292.88 for Special Improvement District No. 1410 and \$128,188.28 for Special Improvement District No. 1413), except as such amounts may be reduced or increased in accordance with provisions of Montana law. Such assessments constitute a lien against the property against which they are made and levied and are to be deposited into the 2020 Pooled Special Improvement District Sinking Fund of the City (the "Sinking Fund"). The Bonds are not general obligations of the City.

The City has validly established the Revolving Fund to secure the payment of certain of its special improvement and sidewalk, curb, gutter and alley approach bonds and warrants, including the Bonds. The City has also agreed, to the extent permitted by the Act, to issue orders annually, or more often as necessary, authorizing loans or advances from the Revolving Fund to the Sinking Fund, in amounts sufficient to make good any deficiency in the Sinking Fund to pay principal of or interest on the Bonds, to the extent money is available in the Revolving Fund, and to provide funds for the Revolving Fund by annually levying such tax or making such loan from its general fund, subject to the limitation that no such tax levy or loan may in any year cause the balance in the Revolving Fund to exceed five percent of the principal amount of the City's then outstanding special improvement and sidewalk, curb, gutter and alley approach bonds and warrants secured thereby and subject to the durational limitations specified in the Act. While any property tax levy to be made by the City to provide funds for the Revolving Fund is subject to levy limits under current law, the City has agreed in the Resolution to levy property taxes to provide funds for the Revolving Fund to the extent described in this paragraph and, if necessary, to reduce other property tax levies correspondingly to meet applicable levy limits.

If on any interest payment date there will be a balance in the Sinking Fund after payment of the principal and interest due on all Bonds drawn against it, either from the prepayment of special assessments levied for the Improvements or from the transfer of surplus money from a Construction Subaccount to a Principal Subaccount as provided in the Resolution, the City

Finance Director shall call for redemption on the interest payment date outstanding Bonds, or portions thereof, in an amount which, together with the interest thereon to the interest payment date, will equal the amount of such funds on deposit in the Sinking Fund on that date. The redemption price shall equal the principal amount of the Bonds to be redeemed plus interest accrued to the date of redemption.

The Bonds will be subject to redemption on any date, at the option of the City, in whole or in part, from sources of funds available therefor (other than those described in Section 2.05(a) of the Resolution), at a redemption price equal to the principal amount thereof to be redeemed plus interest accrued to the redemption date, without premium.

The Bonds are subject to redemption on July 1 of the respective years shown below (herein referred to as a “Sinking Fund Payment Date”) and in the principal amounts (hereinafter referred to as a “Mandatory Sinking Fund Payment”) set forth below:

2035 Term Bond			
Sinking Fund Payment Date	July 1 Mandatory Sinking Fund Payment Amount	Sinking Fund Payment Date	July 1 Mandatory Sinking Fund Payment Amount
2021	\$61,761.96	2029	\$77,134.96
2022	63,502.36	2030	79,308.55
2023	65,291.79	2031	81,543.40
2024	67,061.93	2032	83,817.58
2025	69,021.40	2033	86,203.11
2026	70,966.37	2034	88,632.24
2027	72,966.13	2035	91,129.71
2028	74,974.29		

*Final maturity.

If less than all of the Bonds are to be redeemed, Bonds shall be redeemed in order of Mandatory Sinking Fund Payments. If less than all Bonds of a stated maturity are to be redeemed, the Bonds of such maturity shall be selected for redemption in \$5,000 principal amounts selected by the Registrar by lot or other manner it deems fair. The date of redemption and the principal amount of the Bonds to be redeemed shall be fixed by the City Finance Director, who shall give notice thereof, by first class mail, postage prepaid, to the owner or owners of such Bonds at their addresses appearing on the bond register, of the numbers of the Bonds or portions thereof to be redeemed and the date on which payment will be made, which date shall be not less than 30 days after the date of mailing notice. On the date so fixed, interest on the Bonds or portions thereof so redeemed shall cease to accrue.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by his attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or his attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange, the City will cause a new

Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all things required to be done precedent to the issuance of this Bond have been properly done, happened and been performed in the manner prescribed by the laws of the State of Montana and the resolutions and ordinances of the City of Billings, Montana, relating to the issuance hereof.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Registrar by the manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Billings, Montana, by its City Council, has caused this Bond to be executed by the facsimile signatures of the Mayor, the City Finance Director and the City Clerk, and by a printed facsimile of the official seal of the City.

CITY OF BILLINGS, MONTANA

(Facsimile Signature)
MAYOR

(Facsimile Seal)

(Facsimile Signature)
CITY FINANCE DIRECTOR

(Facsimile Signature)
CITY CLERK

Dated:

CERTIFICATE OF AUTHENTICATION

This Bond is delivered pursuant to the Resolution mentioned herein.

CITY OF BILLINGS, MONTANA,
as Registrar, Transfer Agent, and
Paying Agent

By _____
City Finance Director

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM — as tenants in common	UTMA.....Custodian..... (Cust) (Minor)
TEN ENT — as tenants by the entireties	
JT TEN — as joint tenants with right of survivorship and not as tenants in common	under Uniform Transfers to Minors Act (State)

Additional abbreviations may also be used.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights and title thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE:

/ _____/

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration, enlargement or any change whatsoever.

SIGNATURE GUARANTEED

Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Regular City Council Meeting

Meeting Date: 06/22/2020

TITLE: Bond Resolution for Tax Increment Bonds

PRESENTED BY: Andy Zoeller, Finance Director

Department: Finance

RECOMMENDATION

Staff recommends the City Council approve the bond resolution for the tax increment bonds.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

The Council approved a resolution authorizing the issuance and private negotiated sale of tax increment bonds on May 26, 2020. The bond proceeds will be used to convert one-way to two-way streets downtown and upgrade the control gates at Park 1, Park 2 and Park 3. By issuing the bonds, it will also extend the Expanded North 27th Street tax increment district to the year 2044.

The bonds must close by July 11th to meet the deadline of expanding the district. Because of the short time frame, Finance did not meet the Council memo final deadline and has emailed the Council the final bond resolution. The completed bond resolution will be available at the meeting on June 22nd.

Once Council approves this resolution, the closing can take place and the bond proceeds will be disbursed to the construction accounts.

ALTERNATIVES

There is no viable alternative as the City has signed a bond purchase agreement with DA Davidson for the sale of the bonds.

FISCAL EFFECTS

The interest rate on the bonds is 3.55% with a final maturity of 7/1/2044.

Attachments

resolution

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. _____, entitled: "RESOLUTION RELATING TO \$2,165,000 TAX INCREMENT URBAN RENEWAL REVENUE BONDS (EXPANDED NORTH 27TH STREET URBAN RENEWAL AREA), SERIES 2020; AUTHORIZING THE SALE AND PRESCRIBING THE FORMS AND TERMS THEREOF AND THE SECURITY THEREFOR" (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 June 22, 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 officially this 22nd day of June, 2020.

(SEAL)

City Clerk

RESOLUTION NO. _____

RESOLUTION RELATING TO \$2,165,000 TAX INCREMENT
URBAN RENEWAL REVENUE BONDS (EXPANDED NORTH
27TH STREET URBAN RENEWAL AREA), SERIES 2020;
AUTHORIZING THE SALE AND PRESCRIBING THE FORMS
AND TERMS THEREOF AND THE SECURITY THEREFOR

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

Section 1. Authorizations and Recitals.

1.01. Authorization. Under Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the “Act”), the City is authorized to create urban renewal areas, prepare and adopt an urban renewal plan therefor and amendments thereto, undertake urban renewal projects therein, provide for the segregation and collection of tax increment with respect to property taxes collected in such areas, issue its bonds to pay the costs of such projects and to refund bonds previously issued under the Act and pledge to the repayment of the bonds the tax increment and other revenues derived from projects undertaken within the urban renewal area.

1.02. The District and the Urban Renewal Plan. Pursuant to the Act and Ordinance No. 05-5333, adopted by the Council on July 11, 2005, as amended and supplemented by Ordinance Nos. 06-5394, 08-5483 and 11-5539 adopted on November 13, 2006, December 8, 2008 and July 11, 2011, respectively (as so amended and supplemented, the “Ordinance”), the Council created the Expanded North 27th Street Urban Renewal Area (the “District”) and approved the Expanded North 27th Street Urban Renewal Plan (the “Plan”). The Plan provides for the segregation and collection of tax increment with respect to the District. The District and the Plan have been duly and validly created and adopted in accordance with the Act and are in full force and effect.

1.03. The 2020 Project. The City proposes to undertake (i) a streetscape and traffic calming project in the District consisting of converting a portion of North 29th Street and North 30th Street (between 6th Avenue North and Montana Avenue) from one-way to two-way streets, including replacing or upgrading traffic and pedestrian signals, improvements to off-street parking, landscaping and other related improvements and (ii) replacement of parking garage access controls and pay stations, improvements to off-street parking and other related improvements (collectively, the “2020 Project”). The purpose of the 2020 Project is to facilitate pedestrian safety, improve traffic flow, improve public parking and enhance access to local businesses within the District. Pursuant to the Act and the Ordinance, the Council approved the 2020 Project as an urban renewal project and declared its intention to use tax increment revenue from the District to finance the 2020 Project, all as set forth in the Plan.

1.04. Authorization and Sale of Series 2020 Bonds. Pursuant to Resolution No. 20-10873 adopted May 26, 2020 (the “Parameters Resolution”), this Council determined that it is in the best interests of the City to issue its Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area), Series 2020 (the “Series 2020 Bonds”), as

authorized by Section 7-15-4301(1)(a) of the Act and the Resolution, for the purpose of financing costs of the 2020 Project, funding a deposit to the Reserve Account for the Series 2020 Bonds, and paying costs of issuance of the Series 2020 Bonds. The City has reserved the right under Sections 4.01 and 4.02 of the Original Resolution (as defined herein) to issue Additional Bonds for the purpose of providing funds to pay the costs of one or more Projects, which Additional Bonds shall be payable and secured ratably and equally and on a parity with Outstanding Bonds, upon compliance with the provisions of Section 4.01 and 4.02 of the Original Resolution.

Pursuant to the Parameters Resolution, this Council authorized the negotiated sale of the Series 2020 Bonds to D.A. Davidson & Co., Great Falls, Montana (the “Original Purchaser”) and authorized the City Administrator and the City Finance Director to enter into the Bond Purchase Agreement, dated as of June 18, 2020, with the Original Purchaser (the “Bond Purchase Agreement”), pursuant to which the Original Purchaser agreed to purchase the Series 2020 Bonds at the aggregate purchase price of \$2,224,394.05 (representing the par amount of the Series 2020 Bonds, less underwriter’s compensation of \$32,475.00 and plus original issue premium of \$91,869.05), in each case, subject to the terms and conditions of the Bond Purchase Agreement and the Resolution. The true interest cost of the Series 2020 Bonds is 3.550488%. The sale of the Series 2020 Bonds to the Original Purchaser is hereby ratified and confirmed. The Series 2020 Bonds constitute Additional Bonds, and the 2020 Project constitutes a Project under and pursuant to the Original Resolution.

1.05. Application of Series 2020 Bond Proceeds. Proceeds of the Series 2020 Bonds will be applied as follows:

Costs of 2020 Project	\$2,036,500.00
Deposit to Reserve Account	140,641.26
Costs of Issuance	47,252.79
Underwriter’s Discount	32,475.00
<u>Total:</u>	<u>\$2,256,869.05</u>

1.06. Estimate of Available Tax Increment. Pursuant to the Act and Resolution No. 13-19253, adopted by the Council on March 25, 2013 (the “Original Resolution”), the City issued its Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area), (Tax Exempt) Series 2013A (the “Series 2013A Bonds”) and its Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area), (Taxable) Series 2013B (the “Series 2013B Bonds” and, together the Series 2013A Bonds, the “Series 2013 Bonds”), in the aggregate principal amount of \$11,135,000. Upon the issuance of the Series 2020 Bonds, there are no other obligations of the City in respect of the Tax Increment, other than the Series 2013 Bonds and the Grant Commitments described below. Based on Tax Increment of \$2,515,755 received by the City in Fiscal Year 2019 and projected Tax Increment of \$2,925,195 to be received by the City in Fiscal Year 2020, the City estimates that the Tax Increment to be received by the City each Fiscal Year will be at least \$2,800,000 per year. Accordingly, the estimated Tax Increment to be received by the City each Fiscal Year is expected to be sufficient to pay the maximum Principal and Interest Requirements on the Series 2013 Bonds and the Series 2020 Bonds and amounts due pursuant to the Grant Commitments.

Exhibit A attached hereto reflects the debt service payments on the Series 2013 Bonds and Series 2020 Bonds. The maximum Principal and Interest Requirements on the Series 2013 Bonds and the Series 2020 Bonds is \$1,109,641.26. Accordingly, the Tax Increment received in Fiscal Year 2019 (\$2,515,755) was equal to at least 130% of the estimated maximum Principal and Interest Requirements for any future calendar year (\$1,442,533.64) with respect to the Series 2013 Bonds and the Series 2020 Bonds.

The Tax Increment received by the City in Fiscal Year 2019 (\$2,515,755) and the Tax Increment estimated to be received by the City in the next succeeding three Fiscal Years (\$2,800,000) (adjusted as provided in Section 4.02 of the Original Resolution) is estimated to be equal to at least 140% of the maximum Principal and Interest Requirements for any future calendar year (\$1,553,497.76) with respect to the Series 2013 Bonds and the Series 2020 Bonds.

Pursuant to certain development agreements entered into (or to be entered into) between the City and various developers, the City has agreed to make grant payments to such developers with respect to certain eligible infrastructure expenses, subject to the satisfaction of certain conditions precedent, in the amounts reflected in such agreements. Such grant payments are to be made from of Tax Increment and are payable on a subordinate basis to the Series 2013 Bonds and Series 2020 Bonds (the "Grant Commitments"). Exhibit B attached hereto reflects such Grant Commitments and the anticipated timing for payment thereof.

1.07. Findings and Determinations. It is hereby found, determined and declared by this Council as follows:

- (a) no persons will be displaced from their housing by the 2020 Project;
- (b) the Plan and the 2020 Project conform to the comprehensive plan or parts thereof of the City as a whole;
- (c) the Plan and the 2020 Project will afford maximum opportunity, consistent with the needs of the City as a whole, for the rehabilitation or redevelopment in the District by private enterprise;
- (d) a sound and adequate financial program exists for the financing of the 2020 Project, which program includes the City's use of the proceeds of the Series 2020 Bonds;
- (e) the 2020 Project is in the best interests of the City;
- (f) the 2020 Project is authorized under the Plan and constitutes an urban renewal project within the meaning of the Act;
- (g) the estimated Tax Increment to be received by the City, as set forth in Section 1.04, and pledged to the payment of the Series 2020 Bonds will be sufficient to pay the Principal and Interest Requirements thereon when due;
- (h) it is in the best interests of the City to issue and sell the Series 2020 Bonds to finance the costs of the 2020 Project as provided in the Resolution; and

(i) the findings and determinations made by this Council in the Plan are hereby ratified and confirmed.

All acts, conditions and things required by the Constitution and laws of the State, including the Act, in order to pledge the Tax Increment to the payment of the Series 2020 Bonds, to make the Series 2020 Bonds valid and binding special, limited obligations of the City in accordance with their terms and in accordance with the terms of the Resolution have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required.

1.08. Defined Terms. Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Original Resolution. The Original Resolution, as amended and supplemented by this Supplemental Resolution, are together referred to herein as the “Resolution.”

Section 2. Bond Terms, Execution and Delivery.

2.01. Term of Series 2020 Bonds. The Series 2020 Bonds shall be designated “Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area), Series 2020.” The Series 2020 Bonds shall be in the denomination of \$5,000 each or any integral multiple thereof of single maturities. The Series 2020 Bonds shall mature on July 1 in the years and amounts listed below, and the Series 2020 Bonds maturing in such years and amounts shall bear interest from date of original issue until paid or duly called for redemption at the rates shown opposite such years and amounts, as follows:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2021	\$ 60,000	2.000%
2022	65,000	2.000
2023	65,000	2.000
2024	65,000	2.500
2025	70,000	2.500
2026	70,000	2.500
2027	70,000	3.000
2028	75,000	3.000
2029	75,000	3.000
2030	80,000	3.000
2036*	530,000	4.000
2044*	940,000	4.000

*Term Bonds subject to mandatory sinking fund redemption as set forth in Section 2.07 below.

Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

2.02. Registered Form, Interest Payment Dates. The Series 2020 Bonds shall be issuable only in fully registered form, and the ownership of the Series 2020 Bonds shall be transferred only upon the Bond Register of the City hereinafter described. The interest on the Series 2020 Bonds shall be payable on January 1 and July 1 in each year, commencing January 1, 2021. Interest on the Series 2020 Bonds shall be payable to the Owners thereof as of the close of business on the 15th day of the month immediately preceding each Interest Payment Date, whether or not such day is a Business Day. Interest on, and upon presentation and surrender thereof, the principal of each Series 2020 Bond shall be payable by check or draft issued by the Registrar described herein.

2.03. Dated Date. Each Series 2020 Bond shall be originally dated as of July 8, 2020, and upon authentication of any Series 2020 Bond the Registrar shall indicate thereon the date of such authentication.

2.04. Registration. The City shall appoint, and shall maintain, a bond registrar, transfer agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Bond Register. The Registrar shall keep at its principal office a Bond Register in which the Registrar shall provide for the registration of ownership of Series 2020 Bonds and the registration of transfers and exchanges of Series 2020 Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Series 2020 Bonds. Upon surrender to the Registrar for transfer of any Series 2020 Bond duly endorsed by the Owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the Owner thereof or by an attorney duly authorized by the Owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Series 2020 Bonds of the same series of a like aggregate principal amount and maturity, as the case may be, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer of any Series 2020 Bond or portion thereof selected or called for redemption.

(c) Exchange of Bonds. Whenever any Series 2020 Bond is surrendered by the Owner for exchange, the Registrar shall authenticate and deliver one or more new Series 2020 Bonds of the same series of a like aggregate principal amount, interest rate and maturity, as requested by the Owner or the Owner's attorney in writing.

(d) Cancellation. All Series 2020 Bonds surrendered upon any transfer or exchange shall be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When any Series 2020 Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Series 2020 Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The

Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name any Series 2020 Bond is at any time registered in the Bond Register as the absolute owner of such Series 2020 Bond, whether such Series 2020 Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Series 2020 Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the City upon such Series 2020 Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Series 2020 Bonds (except for an exchange upon the partial redemption of a Series 2020 Bond), the Registrar may impose a charge upon the Owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Series 2020 Bond shall become mutilated or be lost, stolen or destroyed, the Registrar shall deliver a new Series 2020 Bond of the same series of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Series 2020 Bond or in lieu of and in substitution for any such Series 2020 Bond lost, stolen or destroyed, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Series 2020 Bond lost, stolen or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Series 2020 Bond was lost, stolen or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. All Series 2020 Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the City. If the mutilated, lost, stolen or destroyed Series 2020 Bond has already matured or such Series 2020 Bond has been called for redemption in accordance with its terms, it shall not be necessary to issue a new Series 2020 Bond prior to payment.

2.05. Appointment of Initial Registrar. The City hereby appoints U.S. Bank National Association, in Salt Lake City, Utah, to act as bond registrar, transfer agent and paying agent (the "Registrar"). The City reserves the right to appoint a successor bond registrar, transfer agent or paying agent, as authorized by the Model Public Obligations Registration Act of Montana, Montana Code Annotated, Title 17, Chapter 5, Part 11, as amended (the "Registration Act"), but the City agrees to pay the reasonable and customary charges of the Registrar for the services performed.

2.06. Optional Redemption.

(a) The Series 2020 Bonds with Stated Maturities on or after July 1, 2031 are subject to redemption on July 1, 2030 and any date thereafter, at the option of the City, in whole or in

part, and if in part from such Stated Maturities and in such principal amounts as the City may designate in writing to the Registrar (or, if no designation is made, in inverse order of maturities and within a maturity in \$5,000 principal amounts selected by the Registrar by lot or other manner as directed by the City), at a Redemption Price equal to the principal amount thereof and interest accrued to the Redemption Date, without premium.

The Redemption Date and the principal amount of the Series 2020 Bonds to be redeemed shall be fixed by the City Finance Director who shall give notice thereof to the Registrar at least 35 days prior to the Redemption Date or such lesser period as the Registrar accepts. The Registrar, at least 30 days prior to the designated Redemption Date, shall cause notice of redemption to be mailed, by first class mail, or by other means required by the securities depository, to the Owners of each Series 2020 Bond to be redeemed at their addresses as they appear on the Bond Register, but no defect in or failure to give such mailed notice shall affect the validity of proceedings for the redemption of any Series 2020 Bond not affected by such defect or failure. The notice of redemption shall specify the Redemption Date, Redemption Price, the numbers, interest rates, CUSIP numbers and Stated Maturities of the Series 2020 Bonds or portions thereof to be redeemed and the place at which the Series 2020 Bonds are to be surrendered for payment, which is the principal office of the Registrar. Official notice of redemption having been given as aforesaid, the Series 2020 Bonds or portions thereof so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified and from and after such date (unless the City shall default in the payment of the Redemption Price) such Series 2020 Bonds or portions thereof shall cease to bear interest.

2.07. Mandatory Sinking Fund Redemption. The Series 2020 Bonds having Stated Maturities in 2036 and 2044 are subject to mandatory sinking fund redemption on July 1 in the respective years and the respective principal amounts set forth below in \$5,000 principal amounts selected by the Registrar, by lot or other manner as directed by the City, at a Redemption Price equal to the principal amount thereof to be redeemed plus interest accrued to the Redemption Date:

2036 Term Bond		2044 Term Bond	
July 1	Sinking Fund Payment Amount	July 1	Sinking Fund Payment Amount
2031	\$80,000	2037	\$100,000
2032	85,000	2038	105,000
2033	85,000	2039	110,000
2034	90,000	2040	115,000
2035	95,000	2041	120,000
2036*	95,000	2042	125,000
		2043	130,000
		2044*	135,000

*Stated Maturity.

If the Series 2020 Bonds having Stated Maturities in 2036 and 2044 are not previously purchased by the City in the open market or prepaid, \$95,000 and \$135,000, respectively, in

principal amount of such Series 2020 Bonds would remain to mature in 2036 and 2044. The principal amount of the Series 2020 Bonds required to be redeemed on the above Sinking Fund Payment Dates shall be reduced by the principal amount of such Series 2020 Bonds theretofore redeemed at the option of this Council and as to which the City has not previously applied amounts to reduce the principal amount of such Series 2020 Bonds on a Sinking Fund Payment Date.

2.08. Execution and Delivery. The Series 2020 Bonds shall be forthwith prepared for execution under the direction of the City Clerk and shall be executed on behalf of the City by the signatures of the Mayor, the City Finance Director and the City Clerk, provided that said signatures may be printed, engraved or lithographed facsimiles thereof. The seal of the City need not be imprinted on or affixed to any Series 2020 Bond. In case any officer whose signature or a facsimile of whose signature shall appear on the Series 2020 Bonds shall cease to be such officer before the delivery thereof, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. When the Series 2020 Bonds have been so executed by said City officers, they shall be registered by the City Finance Director in accordance with Montana Code Annotated, Section 7-7-4257, as amended. Notwithstanding such execution, no Series 2020 Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under the Resolution unless and until a certificate of authentication on such Series 2020 Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Series 2020 Bonds need not be signed by the same representative. The executed certificate of authentication on each Series 2020 Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. When the Series 2020 Bonds have been fully executed and authenticated, they shall be delivered by the Registrar to the Original Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Original Purchaser shall not be obligated to see to the application of the purchase price.

2.09. Securities Depository for the Series 2020 Bonds.

(a) For purposes of this Section 2.09, the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Series 2020 Bond, the person in whose name such Series 2020 Bond is recorded as the beneficial owner of such Series 2020 Bond by a Participant on the records of such Participant, or such person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Series 2020 Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds Series 2020 Bonds as securities depository.

“Representation Letter” shall mean the Blanket Issuer Letter of Representations pursuant to which the City agrees to comply with DTC’s Operational Arrangements.

(b) The Series 2020 Bonds of each series shall be initially issued as separately authenticated fully registered Series 2020 Bonds, and one Series 2020 Bond shall be issued in the principal amount of each stated maturity of each series of the Series 2020 Bonds. Upon initial issuance, the ownership of such Series 2020 Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC. The Registrar and the City may treat DTC (or its nominee) as the sole and exclusive Owner of the Series 2020 Bonds registered in its name for the purposes of payment of the principal of or interest on the Series 2020 Bonds, selecting the Series 2020 Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to Owners of Series 2020 Bonds under this Resolution, registering the transfer of Series 2020 Bonds, and for all other purposes whatsoever; and neither the Registrar nor the City shall be affected by any notice to the contrary. Neither the Registrar nor the City shall have any responsibility or obligation to any Participant, any Person claiming a beneficial ownership interest in the Series 2020 Bonds under or through DTC or any Participant, or any other Person which is not shown on the Bond Register as being an Owner, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Series 2020 Bonds, with respect to any notice which is permitted or required to be given to Owners under this Resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Series 2020 Bonds, or with respect to any consent given or other action taken by DTC as Owner of the Series 2020 Bonds. So long as any Series 2020 Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Series 2020 Bond, and shall give all notices with respect to such Series 2020 Bond, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the City’s obligations with respect to the principal of and interest on the Series 2020 Bonds to the extent of the sum or sums so paid. No Person other than DTC shall receive an authenticated Series 2020 Bond for each separate stated maturity evidencing the obligation of the City to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Series 2020 Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the City determines to discontinue the book-entry-only system for one or both series of Series 2020 Bonds, the City may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Series 2020 Bonds of such series in the form of certificates. In such event, the Series 2020 Bonds of such series will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Series 2020 Bonds of one or both series at any time by giving notice to the City and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Series 2020 Bonds of such series will be transferable in accordance with paragraph (e) hereof.

(d) The Representation Letter sets forth certain matters with respect to, among other things, notices, consents and approvals by Owners and Beneficial Owners and payments on the

Series 2020 Bonds. The Registrar shall have the same rights with respect to its actions thereunder as it has with respect to its actions under this Resolution.

(e) In the event that any transfer or exchange of Series 2020 Bonds of a series is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Series 2020 Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this Resolution. In the event Series 2020 Bonds in the form of certificates are issued to Owners other than Cede & Co., its successor as nominee for DTC as Owner of all the Series 2020 Bonds, or another securities depository as Owner of all the Series 2020 Bonds, the provisions of this Resolution shall also apply to all matters relating thereto, including, without limitation, the preparation of such Series 2020 Bonds in the form of Series 2020 Bond certificates and the method of payment of principal of and interest on such Series 2020 Bonds in the form of Series 2020 Bond certificates.

2.10. Form of Series 2020 Bonds. The Series 2020 Bonds shall be prepared in substantially the form set forth in Exhibit C attached hereto, and by this reference are made a part hereof.

2.11. Application of Proceeds of Series 2020 Bonds. Simultaneous with the delivery of the Series 2020 Bonds, the City Finance Director shall cause the proceeds of the Series 2020 Bonds to be deposited as follows:

(i) Deposit a sufficient amount to the Reserve Account as to cause the balance therein to equal the Reserve Requirement giving effect to the issuance of the Series 2020 Bonds; and

(ii) Deposit the balance of the proceeds of the Series 2020 Bonds in the Construction Account to be used to pay costs of the 2020 Project and costs of issuance of the Series 2020 Bonds.

On the date hereof, \$580,431 is on hand in the Reserve Account with respect to the Series 2013A Bonds and \$388,569 is on hand in the Reserve Account with respect to the Series 2013B Bonds. As set forth above, \$140,641.26 in proceeds of the Series 2020 Bonds will be deposited in the Reserve Account with respect to the Series 2020 Bonds. Following such deposit, the amount on hand in the Reserve Account (\$1,109,641.26) will be equal to the Reserve Requirement, taking into account the issuance of the Series 2020 Bonds, as required by Section 4.02 of the Original Resolution.

Section 3. Continuing Disclosure. The Council hereby approves the Continuing Disclosure Undertaking of the City substantially in the form of Exhibit D attached hereto and authorizes the City Administrator and the City Finance Director, or in the absence or unavailability of either, the Assistant City Administrator, to execute and deliver on behalf of the City contemporaneously with the date of issuance and delivery of the Series 2020 Bonds the Continuing Disclosure Undertaking, with such changes as may be necessary or appropriate. The execution and delivery by appropriate officers of the City of the Continuing Disclosure Undertaking are adequate to cause the Continuing Disclosure Undertaking to be binding and enforceable on the City.

Section 4. Tax Covenants and Certifications.

4.01. Use of 2020 Project. The 2020 Project is and will be owned and operated by the City. No user of the 2020 Project is granted any concession, license or special arrangement with respect to the 2020 Project. The City shall not enter into any lease, use or other agreement or arrangement with any non-governmental Person relating to the use of the 2020 Project or security for the payment of the Series 2020 Bonds which might cause the Series 2020 Bonds to be considered “private activity bonds” or “private loan bonds” within the meaning of Section 141 the Internal Revenue Code of 1986, as amended (the “Code”). No “impermissible agreement” as defined in Section 1.141-4(e)(4)(ii) of the Regulations, has been or will be entered into by the City in respect of the Tax Increment or otherwise to secure the Series 2020 Bonds.

4.02. General Covenant. The City covenants and agrees with the Owners from time to time of the Series 2020 Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Series 2020 Bonds to become includable in gross income for federal income tax purposes under the Code and applicable Regulations, and covenants to take any and all actions within its powers to ensure that the interest on the Series 2020 Bonds will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

4.03. Arbitrage Certification. The Mayor, the City Finance Director and the City Clerk being the officers of the City charged with the responsibility for issuing the Series 2020 Bonds pursuant to the Resolution, are authorized and directed to execute and deliver to the Original Purchaser a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Series 2020 Bonds, it is reasonably expected that the proceeds of the Series 2020 Bonds will not be used in a manner that would cause the Series 2020 Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code and the Regulations.

4.04. Arbitrage Rebate. The City acknowledges that the Series 2020 Bonds are subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Series 2020 Bonds from gross income for federal income tax purposes, unless the Series 2020 Bonds qualify for the exception from the rebate requirement under Section 148(f)(4)(B) of the Code and no “gross proceeds” of the Series 2020 Bonds (other

than amounts constituting a “bona fide debt service fund”) arise during or after the expenditure of the original proceeds thereof. In furtherance of the foregoing, the Mayor, the City Finance Director and the City Clerk are hereby authorized and directed to execute a Rebate Certificate, substantially in the form to be prepared by Bond Counsel, and the City hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

4.05. Information Reporting. The City shall file with the Secretary of the Treasury, not later than November 15, 2020, a statement concerning the Series 2020 Bonds containing the information required by Section 149(e) of the Code.

Section 5. Repeals and Effective Date.

5.01. Repeal. All provisions of other resolutions and other actions and proceedings of the City and this Council that are in any way inconsistent with the terms and provisions of this Resolution are repealed, amended and rescinded to the full extent necessary to give full force and effect to the provisions of this Supplemental Resolution.

5.02. Effective Date. This Supplemental Resolution shall take effect immediately upon its passage and adoption by this Council.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this
22nd day of June, 2020.

Mayor

Attest: _____
City Clerk

(SEAL)

EXHIBIT A



AGGREGATE DEBT SERVICE

**CITY OF BILLINGS, MONTANA
TAX INCREMENT URBAN RENEWAL REVENUE BONDS, SERIES 2020
(EXPANDED NORTH 27th STREET URBAN RENEWAL AREA)
Non-Rated, Non-BQ, 7/1/30 Par Call
FINAL PRICING**

Period Ending	2020 Bonds Principal	2020 Bonds Interest	2013AB Bonds Principal	2013AB Bonds Interest	Aggregate Principal	Aggregate Interest	Aggregate Debt Service
07/01/2021	60,000	75,233.13	370,000	582,486.26	430,000	657,719.39	1,087,719.39
07/01/2022	65,000	75,525.00	390,000	563,061.26	455,000	638,586.26	1,093,586.26
07/01/2023	65,000	74,225.00	415,000	541,806.26	480,000	616,031.26	1,096,031.26
07/01/2024	65,000	72,925.00	445,000	518,773.76	510,000	591,698.76	1,101,698.76
07/01/2025	70,000	71,300.00	470,000	492,917.50	540,000	564,217.50	1,104,217.50
07/01/2026	70,000	69,550.00	495,000	465,530.00	565,000	535,080.00	1,100,080.00
07/01/2027	70,000	67,800.00	530,000	436,698.76	600,000	504,498.76	1,104,498.76
07/01/2028	75,000	65,700.00	565,000	403,941.26	640,000	469,641.26	1,109,641.26
07/01/2029	75,000	63,450.00	600,000	369,000.00	675,000	432,450.00	1,107,450.00
07/01/2030	80,000	61,200.00	625,000	342,750.00	705,000	403,950.00	1,108,950.00
07/01/2031	80,000	58,800.00	655,000	311,500.00	735,000	370,300.00	1,105,300.00
07/01/2032	85,000	55,600.00	685,000	278,750.00	770,000	334,350.00	1,104,350.00
07/01/2033	85,000	52,200.00	720,000	244,500.00	805,000	296,700.00	1,101,700.00
07/01/2034	90,000	48,800.00	755,000	208,500.00	845,000	257,300.00	1,102,300.00
07/01/2035	95,000	45,200.00	795,000	170,750.00	890,000	215,950.00	1,105,950.00
07/01/2036	95,000	41,400.00	830,000	131,000.00	925,000	172,400.00	1,097,400.00
07/01/2037	100,000	37,600.00	875,000	89,500.00	975,000	127,100.00	1,102,100.00
07/01/2038	105,000	33,600.00	915,000	45,750.00	1,020,000	79,350.00	1,099,350.00
07/01/2039	110,000	29,400.00			110,000	29,400.00	139,400.00
07/01/2040	115,000	25,000.00			115,000	25,000.00	140,000.00
07/01/2041	120,000	20,400.00			120,000	20,400.00	140,400.00
07/01/2042	125,000	15,600.00			125,000	15,600.00	140,600.00
07/01/2043	130,000	10,600.00			130,000	10,600.00	140,600.00
07/01/2044	135,000	5,400.00			135,000	5,400.00	140,400.00
	2,165,000	1,176,508.13	11,135,000	6,197,215.06	13,300,000	7,373,723.19	20,673,723.19

EXHIBIT B

Grant Commitments

<u>Name</u>	<u>FY2021</u>	<u>FY2022</u>	<u>FY2023</u>	<u>FY2024</u>	<u>FY2025</u>
Wendy's Building Development Agreement	\$233,333				
Arthouse Cinema Development Agreement		\$350,000			
Alberta Bair Theater Development Agreement	\$750,000	\$750,000	\$750,000	\$1,000,000	\$250,000
Wise Wonders Development Agreement	\$100,000				
123 North Broadway Building Development Agreement	\$196,777				
Clock Tower Development Agreement	\$116,000				

EXHIBIT C

[Form of Series 2020 Bond]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

CITY OF BILLINGS, MONTANA

TAX INCREMENT URBAN RENEWAL REVENUE BONDS
(EXPANDED NORTH 27TH STREET URBAN RENEWAL AREA)
SERIES 2020

No. _____ \$ _____

<u>Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
_____ %	July 1,	July 8, 2020	090141

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS AND NO/100

FOR VALUE RECEIVED, THE CITY OF BILLINGS, YELLOWSTONE COUNTY, STATE OF MONTANA (the "City"), acknowledges itself to be indebted and hereby promises to pay to the registered owner named above, or registered assigns, the principal amount specified above on the maturity date specified above or, if this Bond is prepayable as stated herein, on any date prior thereto on which this Bond shall have been duly called for redemption, and to pay interest on said principal amount to the registered owner hereof from the Date of Original Issue set forth above or from such later date to which interest has been paid or duly provided for until this Bond is paid or, if this Bond is prepayable, until it has been duly called for redemption, at the rate specified above. Principal of this Bond is payable upon presentation and surrender hereof to U.S. Bank National Association, of Salt Lake City, Utah, as registrar, transfer agent and paying agent, or its successor designated under the Resolution described herein (the "Registrar") at its operations center in St. Paul, Minnesota. The interest on this Bond shall be payable on January 1 and July 1 in each year, commencing January 1, 2021. Interest on the Series 2020 Bonds shall be payable to the owners of record thereof as such appear on the Bond Register as of the close of business on the 15th day of the month immediately preceding each interest payment date, whether or not such day is a Business Day. Interest on, and upon presentation and surrender thereof, the principal of each Bond shall be payable by check or draft issued by the Registrar described herein.

The principal of and interest on this Bond are payable in lawful money of the United States of America. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other nominee of The Depository Trust Company or other securities depository, the Registrar shall pay all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the City.

This Bond is one of a duly authorized issue of Bonds of the City designated as “Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area)” (collectively, the “Bonds”), issued and to be issued in one or more series under, and all equally and ratably secured by Resolution No. 13-19253, adopted by the City Council on March 25, 2013 (the “Original Resolution”), as amended by Resolution No. 20-[____], adopted by the City Council on June 22, 2020 (as amended or supplemented in accordance with the provisions thereof, the “Resolution”), to which Resolution, copies of which are on file with the City, reference is hereby made for a description of the nature and extent of the security, the respective rights thereunder of the Owners of the Bonds and the City and the terms upon which the Bonds are to be issued and delivered. As provided in the Resolution, the Bonds are issuable in series which may vary as in the Resolution provided or permitted. This Bond is one of the series specified in its title, issued in the aggregate principal amount of \$2,165,000 (the “Series 2020 Bonds”), all of like date of original issue and tenor except as to serial number, denomination, date, interest rate, maturity date and redemption privilege. The Series 2020 Bonds are issued by the City for the purpose of (i) financing costs of an urban renewal project (as defined in the Act) within the City’s Expanded North 27th Street Urban Renewal Area (the “District”), (ii) funding a deposit to the Reserve Account for the Series 2020 Bonds, and (iii) paying costs of issuance of the Series 2020 Bonds. The Series 2020 Bonds are payable and secured ratably and equally and on a parity with the City’s Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area) (Tax Exempt) Series 2013A (the “Series 2013A Bonds”), the City’s Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area) (Taxable) Series 2013B (the “Series 2013B Bonds”) and any Additional Bonds hereafter issued pursuant to the Resolution. Capitalized terms used herein but not otherwise defined shall have the respective meanings given such terms in the Resolution.

The Series 2020 Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Montana, particularly Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the “Act”), and pursuant to the Resolution. The Bonds are payable solely and ratably from Tax Increment received by the City and resulting from the extension of ad valorem taxes levied by certain Taxing Bodies against the incremental taxable value of properties within the District pursuant to the Act, except that under certain conditions as described in the Resolution, the Bonds may be payable from replacement revenues, if any, provided in the event of the abolition or substantial elimination of property taxation in Montana.

The Bonds are not general obligations of the City and the City’s general credit and taxing powers are not pledged to the payment of the Bonds or the interest thereon. The Bonds shall not

constitute an indebtedness of the City within the meaning of any constitutional or statutory limitations.

The Series 2020 Bonds with Stated Maturities on or after July 1, 2031 are subject to redemption on July 1, 2030 and any date thereafter, at the option of the City, in whole or in part, and if in part from such Stated Maturities and in such principal amounts as the City may designate in writing to the Registrar (or, if no designation is made, in inverse order of maturities and within a maturity in \$5,000 principal amounts selected by the Registrar by lot or other manner as directed by the City), at a Redemption Price equal to the principal amount thereof and interest accrued to the Redemption Date, without premium.

The Series 2020 Bonds having Stated Maturities in 2036 and 2044 are subject to mandatory sinking fund redemption on July 1 in the respective years and the respective principal amounts set forth below in \$5,000 principal amounts selected by the Registrar, by lot or other manner as directed by the City, at a Redemption Price equal to the principal amount thereof to be redeemed plus interest accrued to the Redemption Date:

2036 Term Bond		2044 Term Bond	
July 1	Sinking Fund Payment Amount	July 1	Sinking Fund Payment Amount
2031	\$80,000	2037	\$100,000
2032	85,000	2038	105,000
2033	85,000	2039	110,000
2034	90,000	2040	115,000
2035	95,000	2041	120,000
2036*	95,000	2042	125,000
		2043	130,000
		2044*	135,000

*Stated Maturity.

If the Series 2020 Bonds having Stated Maturities in 2036 and 2044 are not previously purchased by the City in the open market or prepaid, \$95,000 and \$135,000, respectively, in principal amount of such Series 2020 Bonds would remain to mature in 2036 and 2044. The principal amount of the Series 2020 Bonds required to be redeemed on the above Sinking Fund Payment Dates shall be reduced by the principal amount of such Series 2020 Bonds theretofore redeemed at the option of this Council and as to which the City has not previously applied amounts to reduce the principal amount of such Series 2020 Bonds on a Sinking Fund Payment Date.

As provided in the Resolution and subject to certain limitations set forth therein, this Series 2020 Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his attorney; and may also be surrendered in exchange for Series 2020 Bonds of other authorized denominations. Upon any such transfer or exchange,

the City will cause a new Series 2020A Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Montana and ordinances and resolutions of the City to be done, to exist, to happen and to be performed in order to make this Series 2013A Bond a valid and binding special, limited obligation of the City in accordance with its terms have been done, do exist, have happened and have been performed as so required; that this Series 2013A Bond has been issued by the City in connection with an urban renewal project (as defined in the Act); that the City, in and by the Resolution, has validly made and entered into covenants and agreements with and for the benefit of the Owners from time to time of all Bonds issued thereunder, including covenants that it will pledge, appropriate and credit the Tax Increment to the Tax Increment Debt Service Fund of the City; that Additional Bonds may be issued and made payable from the Tax Increment Debt Service Fund on a parity with the Series 2013A Bonds, the Series 2013B Bonds and the Series 2020 Bonds upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Tax Increment, unless the lien thereof shall be expressly made subordinate to the lien of the Series 2013A Bonds, the Series 2013B Bonds and the Series 2020 Bonds on the Tax Increment; that all provisions for the security of the Owners of the Bonds as set forth in the Resolution will be punctually and faithfully performed as therein stipulated; and that the issuance of the Series 2020 Bonds does not cause the obligations of the City to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Registrar by the manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Billings, Montana, by its City Council, has caused this Bond to be executed by the facsimile signatures of the Mayor, the City Finance Director and the City Clerk, and by a printed facsimile of the official seal of the City.

CITY OF BILLINGS, MONTANA

(Facsimile Signature)
MAYOR

(Facsimile Seal)

(Facsimile Signature)
CITY FINANCE DIRECTOR

(Facsimile Signature)
CITY CLERK

Dated:

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned herein.

U.S. BANK NATIONAL ASSOCIATION,
as Registrar, Transfer Agent, and
Paying Agent

By _____
Authorized Signature

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants
in common

UTMA.....Custodian.....
(Cust) (Minor)

TEN ENT -- as tenants
by the entireties

under Uniform Gifts to

JT TEN -- as joint tenants
with right of
survivorship and
not as tenants in
common

Minor Act.....
(State)

Additional abbreviations may also be used.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____
_____ the within Bond and all rights thereunder, and hereby
irrevocably constitutes and appoints _____ attorney to transfer the within
Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

PLEASE INSERT SOCIAL SECURITY
OR OTHER IDENTIFYING NUMBER
OF ASSIGNEE:

NOTICE: The signature to this assignment
must correspond with the name as it appears
upon the face of the within Bond in every
particular, without alteration, enlargement
or any change whatsoever.

SIGNATURE GUARANTEED

Signature(s) must be guaranteed by an
“eligible guarantor institution” meeting
the requirements of the Registrar,
which requirements include membership
or participation in STAMP or such other
“signature guaranty program” as may be
determined by the Registrar in
addition to or in substitution for STAMP,
all in accordance with the Securities
Exchange Act of 1934, as amended.

EXHIBIT D

FORM OF CONTINUING DISCLOSURE UNDERTAKING

This CONTINUING DISCLOSURE UNDERTAKING is made by the CITY OF BILLINGS, MONTANA (the “City”) in connection with the issuance and delivery by the City of its \$2,165,000 Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area), Series 2020 (the “Series 2020 Bonds”), as of this 8th day of July, 2020.

(a) Purpose and Beneficiaries. The Series 2020 Bonds were issued by the City in a public offering pursuant to an Official Statement dated June 18, 2020 with respect to the Series 2020 Bonds (the “Official Statement”). To provide for the public availability of certain information relating to the Series 2020 Bonds and the security therefor and to permit the Original Purchaser and other participating underwriters in the primary offering of the Series 2020 Bonds to comply with paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “Rule”), the City hereby makes the following covenants and agrees, for the benefit of the Owners (as hereinafter defined) from time to time of the outstanding Series 2020 Bonds, to provide annual reports of specified information and notice of the occurrence of certain events to the Municipal Securities Rulemaking Board (“MSRB”) through its Electronic Municipal Market Access system website (“EMMA”), as hereinafter described. The City is the only “obligated person” in respect of the Series 2020 Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made.

If the City fails to comply with this Continuing Disclosure Undertaking, any Person aggrieved thereby, including the Owners of the outstanding Series 2020 Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of this Continuing Disclosure Undertaking, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder. Notwithstanding anything to the contrary contained in this Continuing Disclosure Undertaking, in no event shall a default under this Continuing Disclosure Undertaking constitute a default under the Series 2020 Bonds or under any other provision of the Resolution No. 13-19253 adopted by the Council on March 25, 2013, as amended and supplemented by Resolution No. 20-[_____] adopted by the Council on June 22, 2020 (collectively, the “Resolution”). Capitalized terms used herein but not otherwise defined shall have the respective meanings given such terms in the Resolution.

As used in this Continuing Disclosure Undertaking, “Owner” means, in respect of a Series 2020 Bond, the registered owner or owners thereof appearing in the Bond Register or any Beneficial Owner (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used in this Continuing Disclosure Undertaking, “Beneficial Owner” means, in respect of a Series 2020 Bond, any Person that (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Series 2020 Bond (including Persons holding Series 2020 Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of the Series 2020 Bond for federal income tax purposes.

(b) Information To Be Disclosed. The City will provide, in the manner set forth in paragraph (c) hereof, either directly or indirectly through an agent designated by the City, the following information at the following times:

(i) On or before 365 days after the end of each fiscal year of the City, commencing with the fiscal year ending June 30, 2020, the following financial information and operating data in respect of the City (the “Disclosure Information”):

(A) audited financial statements of the City for the then most recent completed fiscal year or, if unavailable by the date specified, the City shall provide on or before such date unaudited financial statements as part of the Disclosure Information and, within 10 days after the receipt of thereof, the City shall provide the audited financial statements. The audited financial statements are to be prepared in accordance with generally accepted accounting principles or as otherwise provided under State law, as such principles may be changed from time to time as permitted by State law. If and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the City, the discrepancies will be noted; and

(B) updated information for the City for the then most recent completed fiscal year compiled by the City and publicly available under applicable data privacy or other law to include:

(1) principal amount of Bonds outstanding of the District;

(2) information of the District similar to what is presented in the table on page 19 of the Official Statement in the section “Trends in Value and Tax Increment” to include:

- a. Base Value;
- b. Incremental Value;
- c. Total Taxable Value;
- d. Tax Increment Revenue; and
- e. Total Tax Increment (including entitlement share revenue); and

(3) debt service coverage for the then most recent completed fiscal year.

The Disclosure Information will be provided to the MSRB and may be provided in a single document or multiple documents, and may be incorporated by specific reference to documents available to the public on the internet website of the MSRB or filed with the Securities Exchange

Commission (the “SEC”). Any or all of the Disclosure Information may be incorporated by reference, if it is updated as required hereby, from other documents, including official statements, which have been filed with the SEC or have been made available to the public on EMMA. The City shall clearly identify in the Disclosure Information each document so incorporated by reference.

If any part of the Disclosure Information can no longer be generated because the operations of the City have materially changed or been discontinued, such Disclosure Information need no longer be provided if the City includes in the Disclosure Information a statement to such effect; provided, however, if such operations have been replaced by other City operations in respect of which data is not included in the Disclosure Information and the City determines that certain specified data regarding such replacement operations would be material (as hereinafter defined), then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations.

If the Disclosure Information is changed or this Continuing Disclosure Undertaking is amended as permitted by paragraph (d) hereof, then the City shall include in the next Disclosure Information to be delivered pursuant to this Continuing Disclosure Undertaking, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

(ii) In a timely manner not in excess of ten (10) business days, the City will provide notice of the occurrence of any of the following events:

- (A) principal and interest payment delinquencies;
- (B) non-payment related defaults, if material;
- (C) unscheduled draws on debt service reserves reflecting financial difficulties;
- (D) unscheduled draws on credit enhancements reflecting financial difficulties;
- (E) substitution of credit or liquidity providers, or their failure to perform;
- (F) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Series 2020 Bonds or other material events affecting the tax status of the Series 2020 Bonds;
- (G) modifications to rights of holders of the Series 2020 Bonds, if material;
- (H) bond calls, if material, and tender offers;

- (I) defeasances;
- (J) release, substitution or sale of property securing repayment of the Series 2020 Bonds, if material;
- (K) rating changes;
- (L) bankruptcy, insolvency, receivership, or similar event of the City;
- (M) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (N) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (O) incurrence of a financial obligation of the City or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City or obligated person, any of which affect security holders, if material; and
- (P) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the City or obligated person, any of which reflect financial difficulties.

As used herein, for those events that must be reported if material, an event is “material” if it is an event as to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell a Series 2020 Bond or, if not disclosed, would materially alter the total mix of information otherwise available to an investor from the Official Statement or information generally available to the public. Notwithstanding the foregoing sentence, an event is also “material” if it is an event that would be deemed material for purposes of the purchase, holding or sale of a Series 2020 Bond within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event.

For purposes of paragraphs (O) and (P) above, the term “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of either (i) or (ii). A “financial obligation” does not include municipal securities for which a final official statement has been provided to the MSRB consistent with the Rule.

(iii) In a timely manner, the City will provide notice of the occurrence of any of the following events or conditions:

- (A) the failure of the City to provide the Disclosure Information described under paragraph (b)(i) hereof at the time specified thereunder;

(B) the amendment or supplementing of this Continuing Disclosure Undertaking pursuant to paragraph (d) hereof, together with a copy of such amendment or supplement and any explanation provided by the City; and

(C) any change in the fiscal year of the City.

(c) Manner of Disclosure. The City agrees to make available the information described in paragraph (b) hereof:

(i) to the MSRB through EMMA in an electronic format as prescribed by the MSRB;

(ii) to any rating agency then maintaining a rating of the 2020 Bonds and, at the expense of such Owner, to any Owner who requests in writing such information at the time of the transmission under clause (i) above, as the case may be, or, if such information is transmitted with a subsequent time of release, at the time such information is to be release; and

(iii) all documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(d) Term; Amendments; Interpretation.

(i) This Continuing Disclosure Undertaking shall remain in effect until all Series 2020 Bonds have been paid or defeased under the Resolution.

(ii) Notwithstanding paragraph (d)(i) hereof, this Continuing Disclosure Undertaking (and the form and requirements of the Disclosure Information) may be amended or supplemented by the City from time to time, without notice to (except as provided under paragraph (b)(iii) hereof), or the consent of the Owners of any Series 2020 Bonds, by a resolution or ordinance of the City filed in the office of the recording officer of the City accompanied by an opinion of Bond Counsel, who may rely on certificates of the City and others and the opinion may be subject to customary qualifications, to the effect that such amendment or supplement (a) is made in connection with a change in circumstances that arises from a change in law or regulation or a change in the identity, nature or status of the City or the type of operations conducted by the City, or (b) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule, assuming that such provisions apply to the 2020 Bonds. If this Continuing Disclosure Undertaking (and the form and requirements of the Disclosure Information) are so amended, the City agrees to provide, contemporaneously with the effectiveness of such amendment, an explanation of the reasons for the amendment and the effect, if any, of the change in the type of financial information or operating data being provided hereunder.

(iii) This Continuing Disclosure Undertaking is entered into as a continuing disclosure undertaking to provide continuing disclosure identical to that required by the continuing disclosure provisions of the Rule and should be construed so this Continuing

Disclosure Undertaking would satisfy the requirements of paragraph (b)(5) of the Rule, assuming it was otherwise applicable to the Series 2020 Bonds.

(e) Further Limitation of Liability of City. None of the agreements or obligations of the City contained in this Continuing Disclosure Undertaking shall be construed to constitute an indebtedness of the City within the meaning of any constitutional or statutory provisions whatsoever or constitute a pledge of the general credit or taxing powers of the City.

CITY OF BILLINGS, MONTANA

By _____
City Administrator

By _____
City Finance Director

Regular City Council Meeting

Meeting Date: 06/22/2020

TITLE: Payment of Claims for week of May 18, 2020

PRESENTED BY: Andy Zoeller, Finance Director

Department: Finance

RECOMMENDATION

Staff recommends Council approve the Payment of Claims

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

Claims in the amount of \$2,733,962.16 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.

City Check Payment Approval Process

Every invoice for payment is entered into the City's accounting system and the backup documentation is scanned in and attached (physical invoices, additional e-mails explaining payments, bids, contracts, etc.). Each invoice goes through a multi-step approval process depending upon the amount of the payment.

First, invoices are entered by the department requesting the payment and the Department Director or designee must perform an initial review and approval of the purchase. The number of approvals within the Department can vary based upon the size of the Department, but no less than one approver within each Department must verify the payment.

Second, all payments, regardless of size, must be approved by the Purchasing Agent. The Purchasing Agent will review the payment to ensure purchasing procedures are followed and appropriate documentation is attached.

If the payment is greater than \$1,000, then it must be approved by the Finance Director.

If that payment is greater than \$10,000, then it must be approved by the City Administrator or Assistant City Administrator.

Once all approvals are completed, the payment is able to be made and the Accounts Payable Clerk can print the check. After all checks are printed, a list of all checks in excess of \$2,500 is generated and placed on the next City Council meeting for review.

ALTERNATIVES

No other alternatives were analyzed

FISCAL EFFECTS

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.

Attachments

Councilmemo wk of 05182020

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/18/2020	833233	A & I Distributors	Airport	\$ 1,535.52	Invoice #34539906. Oil and Antifreeze for Operations
05/18/2020	833233	A & I Distributors	Airport	\$ 438.97	Invoice #3455056. Oil for Operations
05/18/2020	833233	A & I Distributors	Airport	\$ 83.58	Invoice #3456496. Hydraulic Oil for Operations
05/18/2020	833233	A & I Distributors	Fleet	\$ 2,797.24	3450162 PO NUM 309586
05/18/2020	833233	A & I Distributors	Fleet	\$ 1,957.70	3454811 PO NUM 310112
05/18/2020	833233	A & I Distributors	Fleet	\$ 460.80	345510 PO NUM 310112
05/18/2020	833233	A & I Distributors	Public Safety	\$ 39.79	3450162
05/18/2020	833233	A & I Distributors	Solid Waste	\$ 40.34	3450162
05/18/2020	833233	A & I Distributors	Solid Waste	\$ 500.00	Oil and hydraulic couplers for the Landfill 3454460
05/18/2020	833233	A & I Distributors	Solid Waste	\$ 33.96	Oil and hydraulic couplers for the Landfill 3454460
05/18/2020	833233	A & I Distributors	Solid Waste	\$ 412.50	Oil for Solid Waste 3453322
05/18/2020	833233	A & I Distributors	Street/Traffic	\$ 39.79	3450162
05/18/2020	833233	A & I Distributors	Transit	\$ 384.45	3453332 PO NUM 310112
05/18/2020	833233	A & I Distributors	Transit	\$ 2,378.80	3454250 PO NUM 310112
05/18/2020	833233	A & I Distributors	Water	\$ 92.61	WATER PARTS AND SUPPLIES PO NUM 310201
05/18/2020	833237	Advanced Computer Tech	Court Grants	\$ 5,000.00	Drug Court Hosting and Maintenance
05/18/2020	833237	Advanced Computer Tech	Court Grants	\$ 5,000.00	DUI Hosting and Mainitenance
05/18/2020	833237	Advanced Computer Tech	Court Grants	\$ 5,000.00	ETC Hosting and Maintenance
05/18/2020	833242	Archie Cochrane	Fleet	\$ 237.47	5322921
05/18/2020	833242	Archie Cochrane	Fleet	\$ 167.34	5323148 PO NUM 310371
05/18/2020	833242	Archie Cochrane	Public Safety	\$ 292.89	310371
05/18/2020	833242	Archie Cochrane	Public Safety	\$ 5,393.90	849093
05/18/2020	833242	Archie Cochrane	Public Safety	\$ 31.29	5322745
05/18/2020	833242	Archie Cochrane	Public Safety	\$ 169.47	5322788
05/18/2020	833242	Archie Cochrane	Public Safety	\$ 11.14	5322858
05/18/2020	833242	Archie Cochrane	Public Safety	\$ 237.48	5322921
05/18/2020	833242	Archie Cochrane	Public Safety	\$ 1.88	5322985
05/18/2020	833242	Archie Cochrane	Public Safety	\$ 139.76	5323024
05/18/2020	833242	Archie Cochrane	Public Safety	\$ 68.48	5323025
05/18/2020	833242	Archie Cochrane	Public Safety	\$ 76.99	5323093
05/18/2020	833242	Archie Cochrane	Public Safety	\$ 57.63	5323283
05/18/2020	833242	Archie Cochrane	Public Safety	\$ 212.62	5323348
05/18/2020	833242	Archie Cochrane	Public Safety	\$ 32.50	5323361
05/18/2020	833242	Archie Cochrane	Public Safety	\$ 7.52	5323367
05/18/2020	833242	Archie Cochrane	Public Safety	\$ 32.07	5323426
05/18/2020	833242	Archie Cochrane	Public Safety	\$ 52.58	5323426
05/18/2020	833242	Archie Cochrane	Public Safety	\$ 54.34	5323558
05/18/2020	833242	Archie Cochrane	Public Safety	\$ (0.88)	5323564
05/18/2020	833242	Archie Cochrane	Water	\$ 21.14	5323454
05/18/2020	833247	Beartooth Enviro	Solid Waste	\$ 2,743.30	Hazardous Waste Removal
05/18/2020	833247	Beartooth Enviro	Solid Waste	\$ 4,559.04	Hazardous Waste Removal
05/18/2020	833252	Blgs Public Schools #2	Tax Incrmnt S	\$ 17,994.05	Orchard Elementary playground & outdoor education improvements

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/18/2020	833257	Border States	Wastewater	\$ (544.82)	919744846; SHIPPED WRONG PART HEADWORKS COMPACTOR E3
05/18/2020	833257	Border States	Wastewater	\$ (158.34)	919744847; SENT WRONG PART HEADWORKS COMPACTOR E3
05/18/2020	833257	Border States	Wastewater	\$ 117.20	919771160; SPARE RELAYS FOR SSP DRIVES
05/18/2020	833257	Border States	Wastewater	\$ 475.02	9197713329; HEADWORKS COMPACTOR E-3 OVERLOADS
05/18/2020	833257	Border States	Wastewater	\$ 124.73	919778541; BRACKET & ALARM LIGHT FOR NEW CONTROL ROOM
05/18/2020	833257	Border States	Wastewater	\$ 52.60	919778543; ELECTRIC TAPE FOR SHOP
05/18/2020	833257	Border States	Wastewater	\$ 31.60	919815182; BREAKERS FOR CONTROL ROOM UPS
05/18/2020	833257	Border States	Wastewater	\$ 174.41	919815186; ZIP TIES FOR CONTROL ROOM PROJECT
05/18/2020	833257	Border States	Wastewater	\$ 234.90	919845262; SSP #5 HEAT SINK COOLING FAN
05/18/2020	833257	Border States	Wastewater	\$ 615.55	919852556; NEW 2020 ELECTRIC CODE BOOKS
05/18/2020	833257	Border States	Wastewater	\$ 106.05	919892250; CODE BOOK FOR JIM
05/18/2020	833257	Border States	Wastewater	\$ 1,931.42	919893205; OLC POWER SUPPLY REPLACEMENTS FOR HEADWORKS
05/18/2020	833257	Border States	Wastewater	\$ 391.60	ALARM LIGHT & SWITCH CONTROL FOR NEW CONTROL ROOM
05/18/2020	833257	Border States	Wastewater	\$ 728.64	COMMUNICATIONS MODULE FOR TROJAN UV SYSTEM UPGRADE
05/18/2020	833257	Border States	Wastewater	\$ 259.57	MC CABLE FOR ALARM HORN/LIGHT IN NEW CONTROL ROOM
05/18/2020	833257	Border States	Water	\$ 96.85	919688440; UNI-STRUT FOR FILTER LEVEL TRANSMITTER
05/18/2020	833257	Border States	Water	\$ 915.37	919734997; PARTS FOR FILTER LEVEL TRANSMITTER
05/18/2020	833257	Border States	Water	\$ 1,777.85	919785582; WIRE FOR FILTER BUILDING PROJECT
05/18/2020	833257	Border States	Water	\$ 113.60	919787499; CP 1300 HIGH SERVICE PLC CABNET PROJECT
05/18/2020	833257	Border States	Water	\$ 75.42	919809931; CP 1300 H. SERVICE PLC CABNET PROJECT
05/18/2020	833257	Border States	Water	\$ 615.56	919852556; NEW 2020 ELECTRIC CODE BOOKS
05/18/2020	833257	Border States	Water	\$ 84.30	919852910; POLARUS END CAPS FOR H-5
05/18/2020	833257	Border States	Water	\$ 128.66	919884269; WALTERS PUMP STATION RADIO MOVE
05/18/2020	833257	Border States	Water	\$ 106.06	919892250; CODE BOOK FOR JIM
05/18/2020	833260	Business Tax Section	Solid Waste	\$ 9,291.36	WO 17-12 Landfill Reconfiguration; Pmt 14
05/18/2020	833260	Business Tax Section	Storm Sewer	\$ 39.49	WO 19-49 Silverwood Culvert Replacement
05/18/2020	833260	Business Tax Section	Water	\$ 189.88	Water Service Repair List 6/14/19; 20001
05/18/2020	833260	Business Tax Section	Water	\$ 3,607.68	WO 19-01 1st Avenue North Water Main Replacement; Pmt 2
05/18/2020	833261	Cascade Pump Co	Wastewater	\$ 59,600.00	Two 20-MF Duplicate Bowl Assemblies; 52586
05/18/2020	833269	Cop Construction	Water	\$ 357,160.82	WO 19-01 1st Avenue North Water Main Replacement; Pmt 2
05/18/2020	833271	Cummins Rocky Mt	Fleet	\$ 888.15	26051 PO NUM 310374
05/18/2020	833271	Cummins Rocky Mt	Public Safety	\$ 1,024.61	26026
05/18/2020	833271	Cummins Rocky Mt	Public Safety	\$ (156.25)	26043
05/18/2020	833271	Cummins Rocky Mt	Solid Waste	\$ 69.60	25674
05/18/2020	833271	Cummins Rocky Mt	Solid Waste	\$ 50.00	25674
05/18/2020	833271	Cummins Rocky Mt	Solid Waste	\$ 174.38	25787
05/18/2020	833271	Cummins Rocky Mt	Solid Waste	\$ 1,418.38	25809
05/18/2020	833271	Cummins Rocky Mt	Solid Waste	\$ 10.44	25845
05/18/2020	833271	Cummins Rocky Mt	Solid Waste	\$ 137.64	25854
05/18/2020	833271	Cummins Rocky Mt	Solid Waste	\$ 1,765.14	25854
05/18/2020	833271	Cummins Rocky Mt	Solid Waste	\$ (500.00)	25880
05/18/2020	833271	Cummins Rocky Mt	Solid Waste	\$ 50.97	25927

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/18/2020	833274	Dixie Petro-Chem	Water	\$ 3,752.00	BULK CHLORINE
05/18/2020	833274	Dixie Petro-Chem	Water	\$ 3,752.00	BULK CHLORINE
05/18/2020	833275	DOWL	Arterial Streets	\$ 32,859.80	WO 20-12 S 32nd St W (King Ave W to Gabel); 5-4051.21836.01 Pmt 5
05/18/2020	833275	DOWL	Planning	\$ 2,517.50	Alt Prioritization & Public Preference Plan Inv 4051.21849.01
05/18/2020	833275	DOWL	Planning	\$ 7,820.00	Alt Prioritization & Public Preference Plan 4051.21849.01-1
05/18/2020	833275	DOWL	SID Const	\$ 16,925.00	SID 1410 Annafeld Subdivision 2nd Filing Streetlights & Park Improvements
05/18/2020	833281	EPACT Newtwork	General	\$ 2,616.00	ePACT enterprise package
05/18/2020	833288	Great West Eng	Solid Waste	\$ 7,257.52	Gas Collection and Control System for the Landfill
05/18/2020	833288	Great West Eng	Solid Waste	\$ 1,460.50	Miscellaneous engineering Services for the Landfill
05/18/2020	833289	Guardian Security	Library	\$ 9,472.19	545 April 2020
05/18/2020	833291	Hansers Automotive	General	\$ 1,069.50	3535
05/18/2020	833291	Hansers Automotive	General	\$ 2,430.50	3535
05/18/2020	833295	Hawkins Inc.	Water	\$ 26,868.40	AQUA HAWK 457
05/18/2020	833296	HDR, Inc.	Wastewater	\$ 12,432.36	WO 20-36 WRF Solids Handling Modifications; 1200261968 Pmt 1
05/18/2020	833305	Jares Fence Company	Public Safety	\$ 5,437.00	Inv. 31103
05/18/2020	833306	Jay's Waterline Repair	Water	\$ 18,798.12	Water Service Repair List 6/14/19; 20001
05/18/2020	833307	JBT Aero Tech	Airport	\$ 27,099.71	3 Jet Bridge Roller Kits, 3734700.1 KIT RLR UNIT A3 STD
05/18/2020	833308	JC Billion Inc	Water	\$ 36,812.00	2020 1-TON, 350/3500, 2 whd regular cab PU w/service body
05/18/2020	833310	Kadrmass Lee & Jackson	Water	\$ 21,153.00	WO 19-01 South Side Triangle Water Main Replace; 10136661 Pmt 12
05/18/2020	833314	Knife River	Street/Traffic	\$ 7,656.72	inv#673988 asphalt
05/18/2020	833319	Lifesize Inc	IT Resources	\$ 2,226.91	LIFESIZE HOST ENTERPRISE (MINIMUM 50 HOSTS) - 3000-0000-1215
05/18/2020	833319	Lifesize Inc	Public Safety	\$ -	LIFESIZE CLOUD BASE SUBSCRIPTION 3000-0000-1206
05/18/2020	833319	Lifesize Inc	Public Safety	\$ 13,679.59	LIFESIZE HOST ENTERPRISE (MINIMUM 50 HOSTS) - 3000-0000-1215
05/18/2020	833319	Lifesize Inc	Public Safety	\$ 4,768.82	LIFESIZE ICON 400 - DSS LICENSE RENEWAL (1000-2100-1175)
05/18/2020	833319	Lifesize Inc	Public Safety	\$ 1,022.46	LIFESIZE ICON 600 DSS LICENSE RENEWAL (1000-2100-1161)
05/18/2020	833321	Mailing Tech Service	General	\$ 3,137.06	mailing of the brochure
05/18/2020	833330	MT Dept Of Transportation	Transit	\$ 24,166.50	2-19Passenger Vans -MDT thru Section 5310 grant funds - local at 15%
05/18/2020	833331	MT Municipal Interlocal	Property Ins	\$ 46,983.36	May 2020 Deductible Recovery #420002
05/18/2020	833336	MT Waterworks	Water	\$ 339.00	1" X 60' K-TYPE SOFT COPPER TUBE P/N: KSOFT160
05/18/2020	833336	MT Waterworks	Water	\$ 706.44	12" GRIP RING BOLT PACK - RGRAPDT12 (RGRAPDT12)
05/18/2020	833336	MT Waterworks	Water	\$ 5,040.00	3/4" METER LOOPS AKA YOKE - (7433MM33471) P/N: 7433MM33470
05/18/2020	833336	MT Waterworks	Water	\$ 1,431.30	6" X 15" C1 FC REPAIR CLAMP - F1-724 X 15 SH
05/18/2020	833336	MT Waterworks	Water	\$ 27.00	DRAIN VALVE FACING K8137 -
05/18/2020	833336	MT Waterworks	Water	\$ 1,249.44	PIPE BURSTING - 8" X 3/4" TAPPING SADDLE P/N: 3085834
05/18/2020	833337	National Assoc-Clean Water	Wastewater	\$ 5,625.00	Membership dues
05/18/2020	833337	National Assoc-Clean Water	Water	\$ 5,625.00	Membership dues
05/18/2020	833339	NorMont Equipment	Street/Traffic	\$ 2,710.00	12 volt nozzle heater, hopper heater, Rear view camera system
05/18/2020	833339	NorMont Equipment	Street/Traffic	\$ 3,191.20	inv#21793 gutter wire for sweeper brooms
05/18/2020	833339	NorMont Equipment	Street/Traffic	\$ 228,940.00	Road patching unit
05/18/2020	833339	NorMont Equipment	Street/Traffic	\$ 2,783.00	warranty 5 year transmission/engine
05/18/2020	833341	NorthWestern Energy	Building	\$ 20.63	1569631-3
05/18/2020	833341	NorthWestern Energy	General	\$ 228.31	0712538-8

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/18/2020	833341	NorthWestern Energy	General	\$ 29.81	0813489-2
05/18/2020	833341	NorthWestern Energy	General	\$ 43.40	0839280-5
05/18/2020	833341	NorthWestern Energy	General	\$ 12.21	0978917-3
05/18/2020	833341	NorthWestern Energy	General	\$ 260.94	1191404-1
05/18/2020	833341	NorthWestern Energy	General	\$ 5.80	1588262-4
05/18/2020	833341	NorthWestern Energy	General	\$ 1.98	1849408-8
05/18/2020	833341	NorthWestern Energy	General	\$ 41.09	1904944-4
05/18/2020	833341	NorthWestern Energy	General	\$ 42.63	1941243-6
05/18/2020	833341	NorthWestern Energy	General	\$ 5.80	3178260-0
05/18/2020	833341	NorthWestern Energy	Library	\$ 6,277.23	3039007-4 April 2020 Library
05/18/2020	833342	Northwestern Energy	Park District 1	\$ 10,856.00	Electric Service 5101 King Ave E
05/18/2020	833341	NorthWestern Energy	Parks Maint	\$ 6.44	0881455-0
05/18/2020	833341	NorthWestern Energy	Parks Maint	\$ 43.40	1029192-0
05/18/2020	833341	NorthWestern Energy	Parks Maint	\$ 43.89	1045813-1
05/18/2020	833341	NorthWestern Energy	Parks Maint	\$ 44.60	1265177-4
05/18/2020	833341	NorthWestern Energy	Parks Maint	\$ 43.40	1425364-5
05/18/2020	833341	NorthWestern Energy	Parks Maint	\$ 6.93	1514388-6
05/18/2020	833341	NorthWestern Energy	Parks Maint	\$ 44.36	1948667-9
05/18/2020	833341	NorthWestern Energy	Parks Maint	\$ 7.95	2055817-7
05/18/2020	833341	NorthWestern Energy	Parks Maint	\$ 88.15	3707234-5
05/18/2020	833341	NorthWestern Energy	Parks Maint	\$ 43.40	3707236-5
05/18/2020	833341	NorthWestern Energy	Public Safety	\$ 360.81	0100477-9: FIRE6 MONTHLY ELECTRICAL SERVICE
05/18/2020	833341	NorthWestern Energy	Public Safety	\$ 9.70	0712532-1
05/18/2020	833341	NorthWestern Energy	Public Safety	\$ 271.52	0720817-6
05/18/2020	833341	NorthWestern Energy	Public Safety	\$ 870.86	1183483-5
05/18/2020	833341	NorthWestern Energy	Street/Traffic	\$ 7.80	0855404-0
05/18/2020	833341	NorthWestern Energy	Street/Traffic	\$ 88.99	1045820-6
05/18/2020	833341	NorthWestern Energy	Street/Traffic	\$ 5.80	1242222-6
05/18/2020	833341	NorthWestern Energy	Street/Traffic	\$ 44.12	3590004-2
05/18/2020	833341	NorthWestern Energy	Street/Traffic	\$ 41.25	3648861-7
05/18/2020	833341	NorthWestern Energy	Transit	\$ 418.12	0719225-5
05/18/2020	833341	NorthWestern Energy	Wastewater	\$ 119.24	1175972-7 APR 2020; MONTHLY SERVICE FEE
05/18/2020	833341	NorthWestern Energy	Water	\$ 193.97	1142253-2
05/18/2020	833341	NorthWestern Energy	Water	\$ 5.80	1160807-2
05/18/2020	833341	NorthWestern Energy	Water	\$ 4.11	1346673-5
05/18/2020	833341	NorthWestern Energy	Water	\$ 6.44	1867265-9
05/18/2020	833342	Northwestern Energy	Water	\$ 24,446.00	WO 19-47 Centennial Park Irrigation Pump; 90245674
05/18/2020	833343	Ozark Materials LLC	Street/Traffic	\$ 2,397.60	5 gallon buckets white
05/18/2020	833343	Ozark Materials LLC	Street/Traffic	\$ 5,247.00	white totes
05/18/2020	833343	Ozark Materials LLC	Street/Traffic	\$ 21,428.00	yellow totes
05/18/2020	833347	PeopleReady Inc	Solid Waste	\$ 2,093.89	Paper pickers for the landfill
05/18/2020	833347	PeopleReady Inc	Solid Waste	\$ 3,817.18	Paper pickers for the landfill

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/18/2020	833348	Perkin Elmer Las Inc	Water	\$ 18,837.80	Lab- sample pump & 2yr maintenance
05/18/2020	833351	Public Works-Admin	Wastewater	\$ 900.00	140968531; Engineering Permits 5-1-20
05/18/2020	833351	Public Works-Admin	Water	\$ 11,900.00	140968531; Engineering Permits 5-1-20
05/18/2020	833351	Public Works-Admin	Water	\$ 2,670.00	140968531; Engineering Permits 5-1-20
05/18/2020	833353	RDO Equipment Co.	Solid Waste	\$ 455,000.00	New John Deer Dozer for the Landfill
05/18/2020	833357	Sanderson Stewart	Water	\$ 9,182.99	WO 19-01 Water/Sewer Replacement Project; 17934 Pmt 17
05/18/2020	833361	Simply Family Magazine Inc	General	\$ 3,800.00	insert summer brochure in simply family magazine-2020-6220
05/18/2020	833361	Simply Family Magazine Inc	General	\$ 10,244.12	printing of summer brochure-2020-2645
05/18/2020	833365	St V's Occupational Health	Facilities	\$ 50.00	Inv. 56681
05/18/2020	833365	St V's Occupational Health	General	\$ 1,695.00	Inv. 56681
05/18/2020	833365	St V's Occupational Health	Health Ins	\$ 140.00	Inv. 56681
05/18/2020	833365	St V's Occupational Health	Public Safety	\$ 20.00	Inv. 56681
05/18/2020	833365	St V's Occupational Health	Public Safety	\$ 100.00	Inv. 56681
05/18/2020	833365	St V's Occupational Health	Solid Waste	\$ 95.00	Inv. 56681
05/18/2020	833365	St V's Occupational Health	Solid Waste	\$ 190.00	Inv. 56681
05/18/2020	833365	St V's Occupational Health	Street/Traffic	\$ 190.00	Inv. 56681
05/18/2020	833365	St V's Occupational Health	Transit	\$ 190.00	Inv. 56681
05/18/2020	833365	St V's Occupational Health	Transit	\$ 285.00	Inv. 56681
05/18/2020	833365	St V's Occupational Health	Wastewater	\$ 38.00	Inv. 56681
05/18/2020	833365	St V's Occupational Health	Water	\$ 57.00	Inv. 56681
05/18/2020	833367	Stevens Brothers, Inc.	Public Safety	\$ 4,368.75	374335 FIRE7: PLUMBING FOR NEW PPE WASHER / EXTRACTOR
05/18/2020	833367	Stevens Brothers, Inc.	Public Safety	\$ 285.00	FIRE 4: CLEARED CLOGGED KITCHEN SINK DRAIN
05/18/2020	833368	Swank Enterprises	Solid Waste	\$ 919,844.19	WO 17-12 Landfill Reconfiguration; Pmt 14
05/18/2020	833372	Titan Machinery Inc	Street/Traffic	\$ 2,940.00	inv#4951999 PC brooms for sweepers
05/18/2020	833373	Toter Incorporated	Solid Waste	\$ 25,116.00	90 gallon carts for green barrels
05/18/2020	833374	Town & Country Supply	Fleet	\$ 4,696.40	407309 PO NUM 310369
05/18/2020	833374	Town & Country Supply	Public Safety	\$ 229.98	408279 FIRE 5: DIESEL
05/18/2020	833374	Town & Country Supply	Public Safety	\$ 367.97	408280 FIRE 3: DIESEL
05/18/2020	833374	Town & Country Supply	Public Safety	\$ 367.97	408281 FIRE 1 DIESEL
05/18/2020	833374	Town & Country Supply	Public Safety	\$ 229.98	408282 FIRE 6 DIESEL
05/18/2020	833375	Tractor & Equipment	Solid Waste	\$ 2,018.85	Filters for the Landfill
05/18/2020	833375	Tractor & Equipment	Solid Waste	\$ 1,295.68	Filters for the Landfill
05/18/2020	833377	Tyler Technologies	Police Progr	\$ 449.00	Qty.4 Brazos Licenses plus prorated maintenance *prorated maint.**
05/18/2020	833377	Tyler Technologies	Police Progr	\$ 3,955.33	Qty.4 Brazos licenses -Police
05/18/2020	833378	UE Compression	Water	\$ 8,945.00	GARDNER DENVER L11-15HP AIR COMPRESSOR; 116864
05/18/2020	833378	UE Compression	Water	\$ 735.58	GARDNER DENVER L11-15HP AIR COMPRESSOR; 116864 SHIPPING
05/18/2020	833384	Western Municipal Const	Storm Sewer	\$ 3,910.39	WO 19-49 Silverwood Culvert Replacement

Regular City Council Meeting

Meeting Date: 06/22/2020

TITLE: Payment of Claims for week of May 26, 2020

PRESENTED BY: Andy Zoeller, Finance Director

Department: Finance

RECOMMENDATION

Staff recommends Council approve the Payment of Claims

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

Claims in the amount of \$1,727,322.65 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. City check Payment Approval Process Every invoice for payment in entered into the City's accounting system and the backup documentation is canned in and attached (physical invoices, additional e-mails explaining payments, bids, contracts, etc.) Each invoice goes through a multi-step approval process depending upon the amount of the payment.

First, invoices are entered by the department requesting the payment and the Department Director or designee must perform an initial review and approval of the purchase. The number of approvals within the Department can vary based upon the size of the Department, but no less than one approver within each Department must verify the payment.

Second, all payments, regardless of size, must be approved by the Purchasing Agent. The Purchasing Agent will review the payment to ensure purchasing procedures are followed and appropriate documentation is attached.

If the payment is greater than \$1,000, then it must be approved by the Finance Director. If that payment is greater than \$10,000, then it must be approved by the City Administrator or Assistant City Administrator.

Once all approvals are completed, the payment is able to be made and the Accounts Payable Clerk can print the check. After all checks are printed, a list of all checks in excess of \$2,500 is generated and placed on the next City Council meeting for review.

ALTERNATIVES

- No other alternatives were analyzed

FISCAL EFFECTS

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.

Attachments

Councilmemo wk of 05262020

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/26/2020	833389	A-1 Landscaping & Nursery	Building	\$ 585.00	1418
05/26/2020	833389	A-1 Landscaping & Nursery	Building	\$ 1,020.00	1445
05/26/2020	833389	A-1 Landscaping & Nursery	Building	\$ 450.00	1470
05/26/2020	833389	A-1 Landscaping & Nursery	Building	\$ 630.00	1492
05/26/2020	833389	A-1 Landscaping & Nursery	Building	\$ 90.00	3206
05/26/2020	833389	A-1 Landscaping & Nursery	Building	\$ 180.00	3224
05/26/2020	833389	A-1 Landscaping & Nursery	CDBG	\$ 255.00	Snow Removal - January - Invoice #1471
05/26/2020	833389	A-1 Landscaping & Nursery	Parking	\$ 90.00	3210_ 3/15/2020 Snow Removal
05/26/2020	833389	A-1 Landscaping & Nursery	Parking	\$ 90.00	3210_ 3/15/2020 Snow Removal
05/26/2020	833389	A-1 Landscaping & Nursery	Parking	\$ 90.00	3210_ 3/15/2020 Snow Removal
05/26/2020	833389	A-1 Landscaping & Nursery	Parking	\$ 270.00	3210_ 3/15/2020 Snow Removal
05/26/2020	833389	A-1 Landscaping & Nursery	Parking	\$ 90.00	3210_ 3/15/2020 Snow Removal
05/26/2020	833389	A-1 Landscaping & Nursery	Urban Renewal	\$ 750.00	Snow Removal - April - Invoice #3225
05/26/2020	833389	A-1 Landscaping & Nursery	Urban Renewal	\$ 1,250.00	Snow Removal - January - Invoice #1471
05/26/2020	833389	A-1 Landscaping & Nursery	Urban Renewal	\$ 250.00	Snow Removal - March - Invoice #3207
05/26/2020	833401	AT & T Corp	Airport	\$ 522.41	Airport
05/26/2020	833401	AT & T Corp	Building	\$ 89.88	COVID -BUILDING
05/26/2020	833401	AT & T Corp	Building	\$ 467.64	PW-Building Cell Phones
05/26/2020	833401	AT & T Corp	Building	\$ 361.26	PW-Building Tablets (Planning)
05/26/2020	833401	AT & T Corp	Court Grants	\$ 209.92	Muni Court DC
05/26/2020	833401	AT & T Corp	Engineering	\$ 104.52	Engineering Tablets
05/26/2020	833401	AT & T Corp	Engineering	\$ 224.21	PW-Engineering Cell Phones and MiFi
05/26/2020	833401	AT & T Corp	Facilities	\$ 121.34	Facilities BOC Plus 70% of 406-672-3027
05/26/2020	833401	AT & T Corp	Facilities	\$ 103.36	Facilities City Hall Plus 30% of 406-672-3027
05/26/2020	833401	AT & T Corp	Facilities	\$ 44.94	Facilities -Jessica
05/26/2020	833401	AT & T Corp	General	\$ 97.16	City Attorney -Legal
05/26/2020	833401	AT & T Corp	General	\$ 357.39	Code Enforcement COVID19 -Trina Adams cell phone
05/26/2020	833401	AT & T Corp	General	\$ 16.85	Code Enforcement COVID19 -Trina Adams cell phone
05/26/2020	833401	AT & T Corp	General	\$ 22.47	COVID Phones -PLANNING
05/26/2020	833401	AT & T Corp	General	\$ 631.23	COVID19 Cell phones
05/26/2020	833401	AT & T Corp	General	\$ 47.19	Legal Dept -Domestic Violence
05/26/2020	833401	AT & T Corp	General	\$ 47.19	Municipal Court
05/26/2020	833401	AT & T Corp	General	\$ 71.15	Parks- COVID19 Cell phones
05/26/2020	833401	AT & T Corp	General	\$ 26.62	Parks Seasonal
05/26/2020	833401	AT & T Corp	General	\$ 320.44	PRPL - Recreation Division
05/26/2020	833401	AT & T Corp	General	\$ 174.20	PRPL Parks Tablets
05/26/2020	833401	AT & T Corp	General	\$ 104.52	REC Tablets
05/26/2020	833401	AT & T Corp	IT Resources	\$ 47.19	IT Department -On call Phone 6200 19110 403450
05/26/2020	833401	AT & T Corp	Library	\$ 271.39	Library
05/26/2020	833401	AT & T Corp	Library	\$ 135.74	Library Out Reach
05/26/2020	833401	AT & T Corp	P.W. Admin	\$ 50.65	PWBLKNP OFFICE -60/40

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/26/2020	833401	AT & T Corp	P.W. Admin	\$ 34.20	PWBLKNP OFFICE -60/40
05/26/2020	833401	AT & T Corp	Parking	\$ 95.30	Parking Division Meter Maintenance 406-860-7232 5210 15210 403450
05/26/2020	833401	AT & T Corp	Parking	\$ 62.67	Parking Phones
05/26/2020	833401	AT & T Corp	Phone System	\$ 16.85	COVID 19DONATION DISTRIBUTION
05/26/2020	833401	AT & T Corp	Phone System	\$ 16.85	TeleComm Manager
05/26/2020	833401	AT & T Corp	Planning	\$ 61.79	COVID Phones
05/26/2020	833401	AT & T Corp	Planning	\$ 22.47	COVID Planning
05/26/2020	833401	AT & T Corp	Police Progm	\$ 80.28	CCSIU Toughbook
05/26/2020	833401	AT & T Corp	Police Progm	\$ 47.19	Domestic Violence -Katie Nash
05/26/2020	833401	AT & T Corp	Public Safety	\$ 283.17	Animal Control Cell Phones
05/26/2020	833401	AT & T Corp	Public Safety	\$ 240.84	Animal Control -MDT 1500 21700 403450
05/26/2020	833401	AT & T Corp	Public Safety	\$ 265.28	Comm. Center 9-1-1 1500-22250-403450
05/26/2020	833401	AT & T Corp	Public Safety	\$ 40.14	Detective Chartier -Toughbook
05/26/2020	833401	AT & T Corp	Public Safety	\$ 49.97	Fire Cell Phones- COVID19
05/26/2020	833401	AT & T Corp	Public Safety	\$ 1,147.66	Fire Cell Phones- COVID19
05/26/2020	833401	AT & T Corp	Public Safety	\$ 87.33	ICAC -Campbell and Spare
05/26/2020	833401	AT & T Corp	Public Safety	\$ 1,158.46	MDT Fire
05/26/2020	833401	AT & T Corp	Public Safety	\$ 2,756.86	Police Department Cell Phone 1500 21110 403450
05/26/2020	833401	AT & T Corp	Public Safety	\$ 3,692.88	Police MDT Toughbooks 1500 21110 403450
05/26/2020	833401	AT & T Corp	Public Safety	\$ 283.13	Police -Resource Officers
05/26/2020	833401	AT & T Corp	Public Safety	\$ 120.42	Yellowstone County-Three cradlepoints -Fire Dept. bills YC
05/26/2020	833401	AT & T Corp	Transit	\$ 1,003.50	MET Transit Max Transit
05/26/2020	833401	AT & T Corp	Transit	\$ 453.60	MET Transit Tablets 5710 71470 403160
05/26/2020	833401	AT & T Corp	Wastewater	\$ 89.88	PW Environmental
05/26/2020	833401	AT & T Corp	Wastewater	\$ 406.07	PWBELKNAP-DIST COLL 60/40
05/26/2020	833401	AT & T Corp	Wastewater	\$ 471.50	PWBLKNP Electricians -Phones
05/26/2020	833401	AT & T Corp	Wastewater	\$ 32.36	PWBLKNP STORES -75/25
05/26/2020	833401	AT & T Corp	Wastewater	\$ 862.09	PWBLNP-WWTRMNT1 Wastewater Treatment Plant
05/26/2020	833401	AT & T Corp	Wastewater	\$ 207.10	PW-Dis/Coll. Cityworks iPads 60/40
05/26/2020	833401	AT & T Corp	Wastewater	\$ 79.00	PW-Distribution Collection Tablets 60/40
05/26/2020	833401	AT & T Corp	Water	\$ 608.98	PWBELKNAP-DIST COLL 60/40
05/26/2020	833401	AT & T Corp	Water	\$ 1,041.80	PWBELKNAP-WT Water Treatment
05/26/2020	833401	AT & T Corp	Water	\$ 609.89	PWBLKNP COMM-METER CityWorks/Neptune 5020-73120-403450
05/26/2020	833401	AT & T Corp	Water	\$ 336.36	PWBLKNP MTRSHOP
05/26/2020	833401	AT & T Corp	Water	\$ 96.36	PWBLKNP STORES -75/25
05/26/2020	833401	AT & T Corp	Water	\$ 310.64	PW-Dis/Coll. Cityworks iPads 60/40
05/26/2020	833401	AT & T Corp	Water	\$ 118.49	PW-Distribution Collection Tablets 60/40
05/26/2020	833402	Automatic Doors Of MT	Airport	\$ 5,305.53	Invoice #18255. Door #2 Part
05/26/2020	833402	Automatic Doors Of MT	Airport	\$ 2,500.00	Invoice #18260. P.M./Inspection Door #1 and #2
05/26/2020	833406	Billings Depot Inc	Engineering	\$ 11,235.60	June Depot Rent
05/26/2020	833406	Billings Depot Inc	P.W. Admin	\$ 2,808.90	June Depot Rent

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/26/2020	833409	Bridgestone/Firestone	Transit	\$ 1,547.76	6499394584
05/26/2020	833409	Bridgestone/Firestone	Transit	\$ 1,547.00	6499394586
05/26/2020	833409	Bridgestone/Firestone	Transit	\$ 1,637.44	6499394588
05/26/2020	833412	Business Tax Section	Airport	\$ 462.18	AIP-62 Terminal Expansion Construction Phase 2 - Ineligible Share
05/26/2020	833412	Business Tax Section	Airport	\$ 4,916.87	AIP-63 Terminal Expansion Construction Phase 2 - Federal Share
05/26/2020	833412	Business Tax Section	Airport	\$ 546.32	AIP-63 Terminal Expansion Construction Phase 2 - Local Share
05/26/2020	833412	Business Tax Section	Arterial St	\$ 80.84	WO 16-05 Central Ave - 32nd St West to Shiloh
05/26/2020	833412	Business Tax Section	Gas Tax	\$ 8.57	WO 16-05 Central Ave - 32nd St West to Shiloh
05/26/2020	833412	Business Tax Section	Sidewalk Const	\$ 3.15	WO 16-05 Central Ave - 32nd St West to Shiloh
05/26/2020	833412	Business Tax Section	Storm Sewer	\$ 111.90	WO 20-43 Rehberg Ranch Storm Drainage Improvements
05/26/2020	833412	Business Tax Section	Wastewater	\$ 85.36	Locate leak at WRF
05/26/2020	833412	Business Tax Section	Wastewater	\$ 3,446.90	WO 14-11 Water Reclamation Facility Nutrient Pmt 35
05/26/2020	833412	Business Tax Section	Wastewater	\$ 4.14	WO 16-05 Central Ave - 32nd St West to Shiloh
05/26/2020	833412	Business Tax Section	Wastewater	\$ 72.93	WRF Control Room Remodel; Pmt 3
05/26/2020	833412	Business Tax Section	Water	\$ 3.30	WO 16-05 Central Ave - 32nd St West to Shiloh
05/26/2020	833416	Castlerock Excavating	Wastewater	\$ 8,450.64	Locate leak at WRF
05/26/2020	833423	Chicago Title of MT	CDBG	\$ 15,000.00	FTHB Erin Mares 1211 North Ping Circle
05/26/2020	833422	Chicago Title of MT	CDBG	\$ 15,000.00	FTHB Kathleen Benson 236 Monarch
05/26/2020	833424	Chicago Title of MT	CDBG	\$ 10,000.00	FTHB Krueger Stiles 208 35th Street
05/26/2020	833426	CMG Consttuction	Arterial St	\$ 8,003.30	WO 16-05 Central Ave - 32nd St West to Shiloh
05/26/2020	833426	CMG Consttuction	Gas Tax	\$ 848.69	WO 16-05 Central Ave - 32nd St West to Shiloh
05/26/2020	833426	CMG Consttuction	Sidewalk Const	\$ 311.77	WO 16-05 Central Ave - 32nd St West to Shiloh
05/26/2020	833426	CMG Consttuction	Wastewater	\$ 409.81	WO 16-05 Central Ave - 32nd St West to Shiloh
05/26/2020	833426	CMG Consttuction	Water	\$ 326.43	WO 16-05 Central Ave - 32nd St West to Shiloh
05/26/2020	833429	Cucancic Construction	Wastewater	\$ 7,220.07	WRF Control Room Remodel; Pmt 3
05/26/2020	833430	Cy-Corp	Street/Traffic	\$ 3,300.00	inv#20-2361 trailer for new mower
05/26/2020	833434	Demco Inc.	Library	\$ 2,546.78	INV00011559 Room Reserve software
05/26/2020	833435	Dennler, Jeremy	Police Progrm	\$ 4,567.58	Travel Reimburse- Body farm training
05/26/2020	833435	Dennler, Jeremy	Public Safety	\$ 636.87	Equipm reimburse- dress clothes from men's warehouse
05/26/2020	833437	Donnes Inc	Street/Traffic	\$ 4,875.00	ditch cleaning on Shiloh drain
05/26/2020	833437	Donnes Inc	Water	\$ 4,200.00	CLEAN INTAKE AND POND AT WTP
05/26/2020	833437	Donnes Inc	Water	\$ 3,000.00	CLEAN INTAKE AND POND AT WTP
05/26/2020	833441	Empire Garage Owners	Parking	\$ 8,604.61	5192020_City of Billings May Assessment
05/26/2020	833449	FirstMark Construction	Storm Sewer	\$ 11,078.10	WO 20-43 Rehberg Ranch Storm Drainage Improvements
05/26/2020	833452	Gillig Corporation	Transit	\$ 64.60	40684893 PO NUM 310389
05/26/2020	833452	Gillig Corporation	Transit	\$ 2,553.41	40687736 PO NUM 310389
05/26/2020	833452	Gillig Corporation	Transit	\$ 897.16	40689246 PO NUM 310389
05/26/2020	833452	Gillig Corporation	Transit	\$ 119.98	40690421 PO NUM 310389
05/26/2020	833452	Gillig Corporation	Transit	\$ 113.46	40691520 PO NUM 310389
05/26/2020	833452	Gillig Corporation	Transit	\$ 210.88	40692721 PO NUM 310389
05/26/2020	833452	Gillig Corporation	Transit	\$ 79.85	40693451 PO NUM 310389

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05/26/2020	833452	Gillig Corporation	Transit	\$ 36.88	40693452 PO NUM 310389
05/26/2020	833452	Gillig Corporation	Transit	\$ 1,424.61	40695050 PO NUM 310389
05/26/2020	833452	Gillig Corporation	Transit	\$ 59.05	40695051 PO NUM 310389
05/26/2020	833453	Goetz Baldwin & Geddes	General	\$ 15,110.84	Watters et al v. COB
05/26/2020	833458	HDR, Inc.	Water	\$ 13,151.74	WO 18-22 Leavens Reservoir Expansion & Zone 1 Improvements
05/26/2020	833459	High Point Networks	IT Resources	\$ 18,760.00	One Time Setup & Monthly protection
05/26/2020	833460	Iaff	Payroll Clearing	\$ 5,063.88	Payroll Summary
05/26/2020	833462	Industrial Communication	EOC 911	\$ 735.00	ANT ANTENNA FOR 800 MHZ, MOUNTING HARDWARE
05/26/2020	833462	Industrial Communication	EOC 911	\$ 600.00	Misc installation supplies-including cable,connectors, et.
05/26/2020	833462	Industrial Communication	EOC 911	\$ 1,044.00	PWRSUP POWER SUPPLIES AND MOUNTING CASES
05/26/2020	833462	Industrial Communication	EOC 911	\$ 6,000.00	SVC 209 STAGING, PROGRAMMING AND INSTALLATION
05/26/2020	833462	Industrial Communication	EOC 911	\$ 1,250.00	SVC 209 Tracer Tech Commissioning- training & support
05/26/2020	833462	Industrial Communication	EOC 911	\$ 6,200.00	TCB-IP2 TRACER IP2
05/26/2020	833462	Industrial Communication	EOC 911	\$ 18,460.00	TDSTERM Terminals-touchscreen, mic & PTT pedal
05/26/2020	833462	Industrial Communication	EOC 911	\$ 1,041.00	TK 7320 KENWOOD VHF MOBILE RADIO
05/26/2020	833462	Industrial Communication	EOC 911	\$ 367.00	TK 8302 KENWOOD UHF MOBILE RADIO
05/26/2020	833464	Interstate Power Systems	Transit	\$ 7,043.32	C007052539:01
05/26/2020	833464	Interstate Power Systems	Transit	\$ 317.43	C007052564:01 PO NUM 310391
05/26/2020	833464	Interstate Power Systems	Transit	\$ 267.20	C007052565:01 PO NUM 310391
05/26/2020	833464	Interstate Power Systems	Transit	\$ 0.93	C007052604:01
05/26/2020	833464	Interstate Power Systems	Transit	\$ (819.67)	C007052605:01
05/26/2020	833464	Interstate Power Systems	Transit	\$ (1,865.27)	C007052620:01
05/26/2020	833464	Interstate Power Systems	Transit	\$ 1,181.54	R007050379:01
05/26/2020	833471	Knife River	Street/Traffic	\$ 476.35	inv#675993 1 1/2" crushed base
05/26/2020	833471	Knife River	Street/Traffic	\$ 68.20	inv#675994 1 1/2" crushed base
05/26/2020	833471	Knife River	Street/Traffic	\$ 2,136.83	inv#676001 asphalt
05/26/2020	833471	Knife River	Street/Traffic	\$ 402.60	inv#676684 asphalt
05/26/2020	833471	Knife River	Street/Traffic	\$ 540.35	inv#677018 1 1/2" crushed base
05/26/2020	833471	Knife River	Street/Traffic	\$ 2,558.95	inv#677024 asphalt
05/26/2020	833471	Knife River	Street/Traffic	\$ 606.45	inv#677419 1 1/2" crushed base
05/26/2020	833471	Knife River	Street/Traffic	\$ 3,287.29	inv#677425 asphalt
05/26/2020	833471	Knife River	Street/Traffic	\$ 609.25	inv#677543 1 1/2" crushed base
05/26/2020	833471	Knife River	Street/Traffic	\$ 1,036.39	inv#677546 asphalt
05/26/2020	833471	Knife River	Street/Traffic	\$ 1,070.60	inv#678152 1 1/2" crushed base
05/26/2020	833471	Knife River	Street/Traffic	\$ 1,540.90	inv#678153 1 1/2" crushed base
05/26/2020	833471	Knife River	Street/Traffic	\$ 658.60	inv#678413 1 1/2" crushed base
05/26/2020	833471	Knife River	Street/Traffic	\$ 699.05	inv#678705 1 1/2" crushed base
05/26/2020	833471	Knife River	Street/Traffic	\$ 724.65	inv@676676 1 1/2" crushed base
05/26/2020	833478	Montana CSED	Payroll Clearing	\$ 3,250.98	Payroll Summary
05/26/2020	833479	Montana Dakota Utilities	Airport	\$ 184.78	129 573 1000 1. Mud Wash. May 2020
05/26/2020	833479	Montana Dakota Utilities	Airport	\$ 68.21	160 723 3573 6. USDA. May 2020

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05/26/2020	833479	Montana Dakota Utilities	Airport	\$ 155.09	185 580 1000 7. TSA Building. May 2020
05/26/2020	833479	Montana Dakota Utilities	Airport	\$ 28.65	229 573 1000 0. Detail Bay 1 Hertz. May 2020
05/26/2020	833479	Montana Dakota Utilities	Airport	\$ 77.59	283 116 0655 3. IP-12 Alpine Maintenance. May 2020
05/26/2020	833479	Montana Dakota Utilities	Airport	\$ 421.10	285 580 1000 6
05/26/2020	833479	Montana Dakota Utilities	Airport	\$ 61.95	295 580 1000 4. Aero Interiors. May 2020
05/26/2020	833479	Montana Dakota Utilities	Airport	\$ 25.03	329 573 1000 9. Detail Bay 3 National/Alamo. May 2020
05/26/2020	833479	Montana Dakota Utilities	Airport	\$ 34.34	429 573 1000 8. Detail Bay 4 Avis/Budget. May 2020
05/26/2020	833479	Montana Dakota Utilities	Airport	\$ 24.49	529 573 1000 7. Detail Bay 5 Thrifty/Dollar. May 2020
05/26/2020	833479	Montana Dakota Utilities	Airport	\$ 3,605.27	595 580 1000 1
05/26/2020	833479	Montana Dakota Utilities	Airport	\$ 35.43	629 573 1000 6. Detail Bay 2 National/Alamo. May 2020
05/26/2020	833479	Montana Dakota Utilities	Airport	\$ 393.52	706 580 1000 7
05/26/2020	833479	Montana Dakota Utilities	Airport	\$ 412.28	889 373 1000 6. Car Wash. May 2020
05/26/2020	833479	Montana Dakota Utilities	EOC 911	\$ 33.50	082 939 8378 2/911 CENTER STANDBY GENERATOR NATURAL GAS
05/26/2020	833479	Montana Dakota Utilities	General	\$ 63.01	501 473 1000 2
05/26/2020	833479	Montana Dakota Utilities	Wastewater	\$ 31.24	596 733 1000 5
05/26/2020	833479	Montana Dakota Utilities	Wastewater	\$ 30.77	713 064 3190 0
05/26/2020	833479	Montana Dakota Utilities	Wastewater	\$ 31.80	843 879 2205 1
05/26/2020	833479	Montana Dakota Utilities	Water	\$ 27.60	373 580 1000 9
05/26/2020	833479	Montana Dakota Utilities	Water	\$ 27.59	373 580 1000 9
05/26/2020	833479	Montana Dakota Utilities	Water	\$ 27.64	541 380 1000 1
05/26/2020	833479	Montana Dakota Utilities	Water	\$ 30.22	921 580 1000 6
05/26/2020	833483	Morrison Maierle	Airport	\$ 5,820.38	AIP XX. SCBA & Bunker Gear - Federal Share
05/26/2020	833483	Morrison Maierle	Airport	\$ 646.72	AIP XX. SCBA & Bunker Gear- Local Share
05/26/2020	833484	Moulton Bellingham	General	\$ 90.00	Inv. #134818 Ron Hill v. COB et al
05/26/2020	833484	Moulton Bellingham	General	\$ 15,415.00	Inv. #135521 Houser WWFF
05/26/2020	833484	Moulton Bellingham	General	\$ 6,537.50	Inv.#135522 Abromeit et al v. COB
05/26/2020	833484	Moulton Bellingham	General	\$ 7,141.50	Inv.#135523 County Water District Contract Dispute
05/26/2020	833484	Moulton Bellingham	General	\$ 13,617.50	Inv.#135524 McDaniel v. COB
05/26/2020	833484	Moulton Bellingham	General	\$ 5,062.50	Inv.#135562 Watters et al v. COB
05/26/2020	833486	MPPA	Payroll Clearing	\$ 3,572.75	Payroll Summary
05/26/2020	833482	MT State Fireman	Payroll Clearing	\$ 4,297.89	Payroll Summary
05/26/2020	833488	MT Waterworks	Wastewater	\$ 304.00	31644; COPPER CRIMPING TOOLS
05/26/2020	833488	MT Waterworks	Water	\$ 456.00	31644; COPPER CRIMPING TOOLS
05/26/2020	833488	MT Waterworks	Water	\$ 1,229.78	6" PUSH-ON VALVE - PB P/N: 2606BLAFXTU
05/26/2020	833488	MT Waterworks	Water	\$ 2,792.04	8" PUSH-ON VALVE P/N: 2608BLAFXTU
05/26/2020	833491	NorMont Equipment	Street/Traffic	\$ 1,922.00	inv#22404 emulsion for road patch machine
05/26/2020	833491	NorMont Equipment	Street/Traffic	\$ 103.50	inv#22405 brooms and handles
05/26/2020	833491	NorMont Equipment	Street/Traffic	\$ 3,233.90	inv#22405 sweeper broom wire
05/26/2020	833491	NorMont Equipment	Street/Traffic	\$ 2,235.70	inv#22406 telspar anchors/bolts/nuts for signs
05/26/2020	833494	NorthWestern Energy	Airport	\$ 2,523.27	0100483-7. Runway Lights. May 2020
05/26/2020	833494	NorthWestern Energy	Airport	\$ 1,812.44	0100484-5. ARFF Facility. May 2020

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05/26/2020	833494	NorthWestern Energy	Airport	\$ 383.77	0712792-1. IP-7. May 2020
05/26/2020	833494	NorthWestern Energy	Airport	\$ 729.77	0712800-2. IP-9. May 2020
05/26/2020	833494	NorthWestern Energy	Airport	\$ 323.61	0712809-3. IP-11/12 Alpine Maintenance. May 2020
05/26/2020	833494	NorthWestern Energy	Airport	\$ 103.43	1138926-9. Aero Interiors. May 2020
05/26/2020	833494	NorthWestern Energy	Airport	\$ 134.40	1647695-4. De Icer. May 2020
05/26/2020	833494	NorthWestern Energy	Airport	\$ 459.43	1669567-8. TSA. May 2020
05/26/2020	833494	NorthWestern Energy	Airport	\$ 701.34	1993430-6. Car Wash. May 2020
05/26/2020	833494	NorthWestern Energy	Airport	\$ 285.25	2001846-1. Mud Wash. May 2020
05/26/2020	833494	NorthWestern Energy	Airport	\$ 289.62	2001848-7. Detail Bay 1 Hertz. May 2020
05/26/2020	833494	NorthWestern Energy	Airport	\$ 54.80	2001855-2. Detail Bay 2 National/Alamo. May 2020
05/26/2020	833494	NorthWestern Energy	Airport	\$ 118.25	2001862-8. Detail Bay 3 Enterprise. May 2020
05/26/2020	833494	NorthWestern Energy	Airport	\$ 68.50	2001865-1. Detail Bay 4 Avis/Budget. May 2020
05/26/2020	833494	NorthWestern Energy	Airport	\$ 35.09	2001867-7. Detail Bay 5 Thrifty/Dollar. May 2020
05/26/2020	833494	NorthWestern Energy	Airport	\$ 65.82	3085107-5. Employee Parking. May 2020
05/26/2020	833494	NorthWestern Energy	Airport	\$ 180.11	3446396-8. USDA. May 2020
05/26/2020	833494	NorthWestern Energy	Airport	\$ 907.08	3477231-98. Airport Parking Zone. May 2020
05/26/2020	833494	NorthWestern Energy	Airport	\$ 8.62	3733186-5. Airport Building (Hillsendeger). May 2020
05/26/2020	833494	NorthWestern Energy	Facilities	\$ 468.32	0975808-7
05/26/2020	833494	NorthWestern Energy	Facilities	\$ 618.98	1160802-3
05/26/2020	833494	NorthWestern Energy	Facilities	\$ 1,925.70	1160804-9
05/26/2020	833494	NorthWestern Energy	Facilities	\$ 2,874.48	1269391-7
05/26/2020	833494	NorthWestern Energy	General	\$ 45.88	0712387-0
05/26/2020	833494	NorthWestern Energy	General	\$ 161.74	0712536-2
05/26/2020	833494	NorthWestern Energy	General	\$ 30.68	0720818-4
05/26/2020	833494	NorthWestern Energy	General	\$ 169.91	0720821-8
05/26/2020	833494	NorthWestern Energy	General	\$ 326.23	0722287-0
05/26/2020	833494	NorthWestern Energy	General	\$ 124.01	0723045-1
05/26/2020	833494	NorthWestern Energy	General	\$ 184.63	0925496-2
05/26/2020	833494	NorthWestern Energy	General	\$ 24.14	1836666-6
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 1,051.57	SILMD 10 Acct# 0712546-1
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 1,901.49	SILMD 100 Acct# 0712559-4
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 1,589.96	SILMD 107 Acct# 0712560-2
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 3,987.53	SILMD 109 Acct# 0712561-0
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 194.84	SILMD 113 Acct# 0712562-8
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 858.07	SILMD 114 Acct# 0712563-6
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 201.90	SILMD 115 Acct# 0712564-4
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 529.98	SILMD 116 Acct# 0712565-1
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 2,887.58	SILMD 117 Acct# 0712566-9
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 185.97	SILMD 118 Acct# 0712567-7
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 113.52	SILMD 119 Acct# 0712568-5
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 2,271.39	SILMD 121 Acct# 0712570-1

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05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 170.46	SILMD 122 Acct# 0712571-9
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 302.85	SILMD 123 Acct# 0712572-7
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 883.31	SILMD 124 Acct# 0712573-5
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 353.32	SILMD 125 Acct# 0712574-3
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 176.67	SILMD 126 Acct# 0712575-0
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 639.23	SILMD 127 Acct# 0712576-8
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 447.45	SILMD 128 Acct# 0712577-6
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 302.85	SILMD 129 Acct# 0712578-4
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 4,448.08	SILMD 13 Acct# 0721276-4
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 108.49	SILMD 130 Acct# 0712579-2
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 782.35	SILMD 131 Acct# 0712580-0
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 201.47	SILMD 133 Acct# 0712581-8
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 464.93	SILMD 134 Acct# 0712582-6
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 468.75	SILMD 135 Acct# 0712583-4
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 429.04	SILMD 136 Acct# 0712584-2
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 341.79	SILMD 137 Acct# 0712585-9
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 681.42	SILMD 138 Acct# 0712586-7
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 227.15	SILMD 139 Acct# 0712587-5
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 2,177.46	SILMD 14 Acct# 0721277-2
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 529.98	SILMD 143 Acct# 0712588-3
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 25.21	SILMD 144 Acct# 0712589-1
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 426.15	SILMD 145 Acct# 0712590-9
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 328.09	SILMD 146 Acct# 0712591-7
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 399.73	SILMD 147 Acct# 0712592-5
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 1,461.99	SILMD 149 Acct# 0712593-3
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 681.84	SILMD 150 Acct# 0712594-1
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 580.45	SILMD 151 Acct# 0712595-8
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 3,917.57	SILMD 152 Acct# 0712596-6
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 490.06	SILMD 153 Acct# 0712597-4
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 1,107.99	SILMD 154 Acct# 0712598-2
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 454.28	SILMD 155 Acct# 0712599-0
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 831.00	SILMD 157 Acct# 0712600-6
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 731.89	SILMD 158 Acct# 0712601-4
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 885.56	SILMD 159 Acct# 0712602-2
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 656.17	SILMD 160 Acct# 0712603-0
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 958.84	SILMD 161 Acct# 0712604-8
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 43.39	SILMD 162 Acct# 0712605-5
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 714.06	SILMD 163 Acct# 0712606-3
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 340.92	SILMD 164 Acct# 0712607-1
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 807.60	SILMD 165 Acct# 0712608-9
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 213.09	SILMD 167 Acct# 0712609-7

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05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 1,051.68	SILMD 17 Acct# 0712553-7
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 511.38	SILMD 171 Acct# 0712610-5
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 464.93	SILMD 172 Acct# 0712611-3
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 1,065.37	SILMD 173 Acct# 0712612-1
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 894.91	SILMD 174 Acct# 0712613-9
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 298.30	SILMD 175 Acct# 0712614-7
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 30.99	SILMD 176 Acct# 0712615-4
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 234.39	SILMD 178 Acct# 0712616-2
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 468.75	SILMD 179 Acct# 0712617-0
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 95.29	SILMD 18 Acct# 0712554-5
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 319.63	SILMD 180 Acct# 0712618-8
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 1,539.49	SILMD 181 Acct# 0712619-6
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 532.70	SILMD 182 Acct# 0712620-4
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 1,065.39	SILMD 183 Acct# 0712621-2
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 340.92	SILMD 184 Acct# 0712622-0
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 127.85	SILMD 185 Acct# 0712623-8
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 658.68	SILMD 186 Acct# 0712624-6
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 213.09	SILMD 187 Acct# 0712625-3
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 255.69	SILMD 188 Acct# 0712626-1
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 213.09	SILMD 189 Acct# 0712627-9
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 1,107.99	SILMD 190 Acct# 0712628-7
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 380.32	SILMD 191 Acct# 0712629-5
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 277.00	SILMD 192 Acct# 0712630-3
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 681.84	SILMD 193 Acct# 0712631-1
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 288.90	SILMD 194 Acct# 0712632-9
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 231.12	SILMD 195 Acct# 0712633-7
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 73.72	SILMD 196 Acct# 0712634-5
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 73.72	SILMD 197 Acct# 0712635-2
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 106.54	SILMD 198 Acct# 0712636-0
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 84.71	SILMD 200 Acct# 0712637-8
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 447.45	SILMD 201 Acct# 0712638-6
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 613.71	SILMD 202 Acct# 0712639-4
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 19.65	SILMD 203 Acct# 0712640-2
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 401.55	SILMD 204 Acct# 0712641-0
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 24.79	SILMD 205 Acct# 0712642-8
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 298.30	SILMD 206 Acct# 0712643-6
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 340.92	SILMD 207 Acct# 0712644-4
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 242.78	SILMD 208 Acct# 0712645-1
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 490.06	SILMD 209 Acct# 0712646-9
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 88.45	SILMD 210 Acct# 0712647-7
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 49.16	SILMD 211 Acct# 0712648-5

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 49.16	SILMD 212 Acct# 0712649-3
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 29.49	SILMD 213 Acct# 0712650-1
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 345.18	SILMD 214 Acct# 0712651-9
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 127.85	SILMD 216 Acct# 0712652-7
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 375.36	SILMD 217 Acct# 0712653-5
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 267.60	SILMD 220 Acct# 0712654-3
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 6.20	SILMD 221 Acct# 0712655-0
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 77.99	SILMD 222 Acct# 0712656-8
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 117.95	SILMD 223 Acct# 0712657-6
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 1,315.46	SILMD 224 Acct# 0712658-4
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 386.49	SILMD 225 Acct# 0712659-2
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 319.08	SILMD 226 Acct# 0712660-0
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 645.38	SILMD 227 Acct# 0712661-8
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 731.89	SILMD 228 Acct# 0712662-6
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 378.58	SILMD 229 Acct# 0712663-4
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 883.31	SILMD 230 Acct# 0712664-2
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 529.98	SILMD 231 Acct# 0712665-9
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 2,296.62	SILMD 232 Acct# 0712666-7
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 869.82	SILMD 233 Acct# 0712667-5
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 488.01	SILMD 234 Acct# 0712668-3
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 545.80	SILMD 235 Acct# 0712669-1
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 173.33	SILMD 236 Acct# 0712670-9
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 362.24	SILMD 237 Acct# 0712671-7
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 12.40	SILMD 238 Acct# 0712672-5
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 85.23	SILMD 239 Acct# 0712673-3
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 415.99	SILMD 240 Acct# 0712674-1
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 533.43	SILMD 241 Acct# 0712675-8
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 75.71	SILMD 242 Acct# 0712676-6
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 100.95	SILMD 244 Acct# 0712677-4
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 67.79	SILMD 245 Acct# 0712678-2
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 302.85	SILMD 246 Acct# 0712679-0
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 923.20	SILMD 247 Acct# 0712680-8
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 2,558.69	SILMD 248 Acct# 0712681-6
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 2,498.51	SILMD 249 Acct# 0718734-7
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 207.99	SILMD 250 Acct# 0719001-0
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 3,540.48	SILMD 251 Acct# 0718801-4
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 504.75	SILMD 252 Acct# 0719162-0
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 1,665.21	SILMD 253 Acct# 0719644-7
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 155.99	SILMD 254 Acct# 0719763-5
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 178.99	SILMD 255 Acct# 0720813-5
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 928.46	SILMD 257 Acct# 0720360-7

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 2,389.78	SILMD 258 Acct# 0720606-3
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 1,396.74	SILMD 259 Acct# 0720810-1
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 454.28	SILMD 261 Acct# 0720705-3
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 2,825.60	SILMD 262 Acct# 0720937-2
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 996.99	SILMD 263 Acct# 0720716-0
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 170.17	SILMD 264 Acct# 0721427-3
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 331.19	SILMD 265 Acct# 0721556-9
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 46.02	SILMD 266 Acct# 0721684-9
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 454.06	SILMD 270 Acct# 0906944-4
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 874.51	SILMD 271 Acct# 0995095-7
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 2,583.17	SILMD 272 Acct# 0905005-5
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 187.65	SILMD 273 Acct# 0926386-4
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 495.27	SILMD 276 Acct# 0961926-3
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 777.95	SILMD 277 Acct# 1058710-3
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 219.55	SILMD 278 Acct# 1087619-1
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 54.23	SILMD 279 Acct# 1124127-0
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 721.75	SILMD 280 Acct# 1045653-1
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 462.13	SILMD 283 Acct# 1172743-5
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 298.53	SILMD 285 Acct# 1206985-2
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 223.02	SILMD 286 Acct# 1296582-8
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 1,693.89	SILMD 288 Acct# 1303978-9
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 231.96	SILMD 289 Acct# 1685375-6
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 120.25	SILMD 290 Acct# 1433921-2
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 555.21	SILMD 292 Acct# 1481532-8
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 213.09	SILMD 293 Acct# 1481534-4
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 426.15	SILMD 294 Acct# 1481535-1
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 100.95	SILMD 295 Acct# 1481536-9
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 1,129.29	SILMD 296 Acct# 1481537-7
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 191.78	SILMD 297 Acct# 1481539-3
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 170.46	SILMD 298 Acct# 1481540-1
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 373.29	SILMD 300 Acct# 1662840-6
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 5,013.99	SILMD 301 Acct# 1687005-7
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 229.05	SILMD 302 Acct# 1607534-3
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 754.56	SILMD 305 Acct# 1695873-8
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 176.50	SILMD 306 Acct# 1740353-6
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 2,632.33	SILMD 307 Acct# 2049005-8
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 247.78	SILMD 308 Acct# 2072459-7
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 313.74	SILMD 309 Acct# 2001311-6
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 232.56	SILMD 310 Acct# 2060519-2
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 251.31	SILMD 311 Acct# 3014475-2
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 234.40	SILMD 312 Acct# 3146127-0

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 347.15	SILMD 315 Acct# 3305804-1
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 1,109.53	SILMD 316 Acct# 3291842-7
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 83.24	SILMD 317 Acct# 3253826-6
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 741.88	SILMD 318 Acct# 3372018-6
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 56.65	SILMD 320 Acct# 0712569-3
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 372.73	SILMD 321 Acct# 3338917-2
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 78.83	SILMD 322 Acct# 3402033-9
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 674.13	SILMD 323 Acct# 3597170-4
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 309.20	SILMD 324 Acct# 1246537-3
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 219.82	SILMD 325 Acct# 3587598-8
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 354.95	SILMD 8 Acct# 0712544-6
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 327.86	SILMD 9 Acct# 0712545-3
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 482.00	SILMD 95 Acct# 0712556-0
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 10,822.98	SILMD 97 Acct# 0712557-8
05/26/2020	833493	NorthWestern Energy	Light Maint	\$ 1,276.42	SILMD 99 Acct# 0712558-6
05/26/2020	833494	NorthWestern Energy	Public Safety	\$ 635.53	0871546-8
05/26/2020	833494	NorthWestern Energy	Solid Waste	\$ 2,385.65	3252194-0
05/26/2020	833494	NorthWestern Energy	Street/Traffic	\$ 43.64	1740357-7
05/26/2020	833494	NorthWestern Energy	Street/Traffic	\$ 43.88	1748896-6
05/26/2020	833494	NorthWestern Energy	Street/Traffic	\$ 43.64	3088038-9
05/26/2020	833494	NorthWestern Energy	Transit	\$ 2,347.84	Electricity at METroplex for 03/26/20 to 4/24/20
05/26/2020	833494	NorthWestern Energy	Wastewater	\$ 67,421.26	0100591-7
05/26/2020	833494	NorthWestern Energy	Wastewater	\$ 1,021.00	0100606-3
05/26/2020	833494	NorthWestern Energy	Wastewater	\$ 317.94	1756893-2 APR 2020; MONTHLY SERVICE FEE
05/26/2020	833494	NorthWestern Energy	Wastewater	\$ 110.71	Environmental Affairs Electricity
05/26/2020	833494	NorthWestern Energy	Water	\$ 620.55	0100485-2
05/26/2020	833494	NorthWestern Energy	Water	\$ 5,275.69	0100540-4
05/26/2020	833494	NorthWestern Energy	Water	\$ 77,595.21	0100606-3
05/26/2020	833494	NorthWestern Energy	Water	\$ 3,062.96	0100606-3
05/26/2020	833494	NorthWestern Energy	Water	\$ 3,610.43	0722264-9
05/26/2020	833494	NorthWestern Energy	Water	\$ 3,348.61	0723040-2
05/26/2020	833494	NorthWestern Energy	Water	\$ 19.76	0723059-2
05/26/2020	833494	NorthWestern Energy	Water	\$ 509.78	1116452-2
05/26/2020	833494	NorthWestern Energy	Water	\$ 1,184.95	2082903-2 APR 2020; MONTHLY SERVICE FEE
05/26/2020	833496	Pen-Link LTD	Police Progm	\$ 5,431.25	Software upgrade and renewal.
05/26/2020	833497	PeopleReady Inc	Solid Waste	\$ 3,877.41	Paper pickers at the Landfill
05/26/2020	833497	PeopleReady Inc	Solid Waste	\$ 4,697.36	Paper Pickers for the Landfill
05/26/2020	833502	Rolling Right Door	Public Safety	\$ 397.00	OVERHEAD DOOR, REMOTES AND RECEIVER PARTS
05/26/2020	833502	Rolling Right Door	Public Safety	\$ 2,275.00	OVERHEAD DOORS- Stations 1-7, inspect & maint
05/26/2020	833504	Safeguard Business	Public Safety	\$ 2,548.40	Safeguard Invoice 034039265, notice to appear and complaint cites
05/26/2020	833505	Schutz Foss Architects	Facilities	\$ -	Amendment #1 Topographics Survey/Soil Geotech Testing

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/26/2020	833505	Schutz Foss Architects	Facilities	\$ 5,184.00	Police Evidence Expansion Final Design Services - Phase II
05/26/2020	833505	Schutz Foss Architects	Facilities	\$ 122.12	Reimbursable Expenses
05/26/2020	833507	Sletten Construction	Airport	\$ 486,770.52	AIP-63 Terminal Expansion Construction Phase 2 - Federal Share
05/26/2020	833507	Sletten Construction	Airport	\$ 45,755.73	AIP-63 Terminal Expansion Construction Phase 2 - Ineligible Share
05/26/2020	833507	Sletten Construction	Airport	\$ 54,085.61	AIP-63 Terminal Expansion Construction Phase 2 - Local Share
05/26/2020	833507	Sletten Construction	Wastewater	\$ 341,243.10	WO 14-11 Water Reclamation Facility Nutrient; Pmt 35
05/26/2020	833510	SRF Consulting Group	Planning	\$ 13,043.01	2020 BUILD Grant Invoice 13592.00-2
05/26/2020	833518	Tel Net Systems	Facilities	\$ 6,136.00	Install Fiber to the BOC PRPL
05/26/2020	833518	Tel Net Systems	IT Resources	\$ 254.00	Labor and supplies for testing City Hall conference room
05/26/2020	833522	Town & Country Supply	Fleet	\$ 9,969.31	407438 PO NUM 310402
05/26/2020	833522	Town & Country Supply	Fleet	\$ 13,452.26	407480 PO NUM 310413
05/26/2020	833522	Town & Country Supply	Transit	\$ 6,639.51	407470 PO NUM 310388
05/26/2020	833522	Town & Country Supply	Transit	\$ 7,167.59	407487 PO NUM 310411
05/26/2020	833524	Tractor & Equipment	Solid Waste	\$ 503.50	BLW00198772
05/26/2020	833524	Tractor & Equipment	Solid Waste	\$ 1,470.12	BLWO0199049
05/26/2020	833524	Tractor & Equipment	Solid Waste	\$ 1,440.50	BLWO0199049
05/26/2020	833524	Tractor & Equipment	Street/Traffic	\$ 1,812.15	BLCS0730282
05/26/2020	833524	Tractor & Equipment	Street/Traffic	\$ 360.62	BLCS0730380
05/26/2020	833528	Trojan Technologies	Wastewater	\$ 8,652.00	SLS-10294069; Slide Gate at WRF
05/26/2020	833529	Turbiville Industrial Electric	Wastewater	\$ 3,260.00	50037; REPAIR ABB REGENERATIVE VARIABLE
05/26/2020	833534	Verizon Wireless	Airport	\$ 53.84	Airport
05/26/2020	833534	Verizon Wireless	Engineering	\$ 134.85	PW-Engineering
05/26/2020	833534	Verizon Wireless	General	\$ 157.25	City Administrator 0100-13130-403450
05/26/2020	833534	Verizon Wireless	Library	\$ 26.97	LBRY OTRCH Library Outreach
05/26/2020	833534	Verizon Wireless	Parking	\$ 26.97	Parking 406-690-5822
05/26/2020	833534	Verizon Wireless	Police Progm	\$ 424.51	CCSIU Cell/PTT M Frank Phone
05/26/2020	833534	Verizon Wireless	Police Progm	\$ 53.94	CCSIU MDT
05/26/2020	833534	Verizon Wireless	Police Progm	\$ 80.02	CCSIU RAVEN
05/26/2020	833534	Verizon Wireless	Public Safety	\$ 560.14	MDT Toughbooks
05/26/2020	833534	Verizon Wireless	Public Safety	\$ 80.02	Police iPad St John 406-690-5955 Police iPad Lawrence 406-690-2161
05/26/2020	833534	Verizon Wireless	Public Safety	\$ 40.01	Police MiFi 406-633-0820 406-598-6294
05/26/2020	833534	Verizon Wireless	Public Safety	\$ 53.84	Police -Mike Robinson
05/26/2020	833534	Verizon Wireless	Solid Waste	\$ 27.01	PW Dozer Trimble Dozer
05/26/2020	833534	Verizon Wireless	Solid Waste	\$ 107.88	PW-Solid Waste
05/26/2020	833534	Verizon Wireless	Solid Waste	\$ 318.98	PW-SW-ON CALL Solid Waste On Call
05/26/2020	833534	Verizon Wireless	Solid Waste	\$ 479.40	Solid Waste Tablets -Routware
05/26/2020	833534	Verizon Wireless	Street/Traffic	\$ 53.94	PW-Streets 406-647-1377 iPad, 406-633-1991 iPad
05/26/2020	833534	Verizon Wireless	Street/Traffic	\$ 161.82	PW-Streets City Works
05/26/2020	833534	Verizon Wireless	Transit	\$ 308.27	MET AVL
05/26/2020	833534	Verizon Wireless	Wastewater	\$ 43.15	PW-DIS-COLL Cityworks 60/40
05/26/2020	833534	Verizon Wireless	Wastewater	\$ 155.65	PW-Distribution Collection Tablets 60/40

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/26/2020	833534	Verizon Wireless	Water	\$ 26.97	PW Belknap Meter Shop
05/26/2020	833534	Verizon Wireless	Water	\$ 26.97	PWBLKNP Water Treatment Brian Risser 406-696-4245
05/26/2020	833534	Verizon Wireless	Water	\$ 205.88	PWBLNP Comm-Meter CityWorks/Neptune
05/26/2020	833534	Verizon Wireless	Water	\$ 64.73	PW-DIS-COLL Cityworks 60/40
05/26/2020	833534	Verizon Wireless	Water	\$ 233.48	PW-Distribution Collection Tablets 60/40
05/26/2020	833539	Yellowstone County News	Airport	\$ 11.50	Airport
05/26/2020	833539	Yellowstone County News	CDBG	\$ 34.50	Community Dev
05/26/2020	833539	Yellowstone County News	Engineering	\$ 299.00	Engineering
05/26/2020	833539	Yellowstone County News	Engineering	\$ 845.00	Engineering
05/26/2020	833539	Yellowstone County News	General	\$ 268.50	Administration
05/26/2020	833539	Yellowstone County News	General	\$ 34.50	Administration
05/26/2020	833539	Yellowstone County News	General	\$ 387.00	Administration
05/26/2020	833539	Yellowstone County News	General	\$ 6.00	Administration
05/26/2020	833539	Yellowstone County News	General	\$ 34.50	Code Enforcement
05/26/2020	833539	Yellowstone County News	General	\$ 115.00	Parks & Rec
05/26/2020	833539	Yellowstone County News	Library	\$ 52.00	105307
05/26/2020	833539	Yellowstone County News	Parking	\$ 12.00	Parking
05/26/2020	833539	Yellowstone County News	Planning	\$ 156.00	Planning & Com Services
05/26/2020	833539	Yellowstone County News	Planning	\$ 166.50	Planning & Community Services
05/26/2020	833539	Yellowstone County News	Tax Incrmt S	\$ 23.00	Planning & Com Services
05/26/2020	833539	Yellowstone County News	Tax Incrmt S	\$ 34.50	Planning & Community Services
05/26/2020	833539	Yellowstone County News	Transit	\$ 11.50	Airport
05/26/2020	833539	Yellowstone County News	Transit	\$ 12.00	Transit
05/26/2020	833539	Yellowstone County News	Transit	\$ 199.00	Transit

Regular City Council Meeting

Meeting Date: 06/22/2020

TITLE: Zone Change 977 - Western Sky Planned Development Map Amendment

PRESENTED BY: Karen Husman

Department: Planning & Community Services

Presentation: Yes

RECOMMENDATION

Zoning Commission recommends approval of Zone Change 977 for an amendment to the zoning district boundaries within the Planned Development agreement for Western Sky Subdivision, based on the findings of the 10 review criteria detailed in the Summary section of this memo.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

This is a zone change request to amend the zone district boundary lines within the Planned Development Agreement (PDA) for Western Sky Subdivision, more specifically to increase the acres of underlying Community Commercial (CC) zoning from 8.5 acres to 11.5 acres; increase the acres of Neighborhood Commercial (NC) from 10.2 to 10.3 acres; decrease the acres of Residential Multi-family (RMF) from 15.3 acres to 15.2 acres and decrease the acres of Residential Manufactured Home (RMH) from 31.1 acres to 28.2 acres. The map amendment applies to all lots within Western Sky Subdivision. A pre-application neighborhood meeting was held on a virtual format on April 27, 2020, by the agent Sanderson Stewart, Billings MT.

OWNER: Mont Vista, LLC - Preston Lees

AGENT: Sanderson Stewart - Bill Morgan, P.E.

LEGAL DESCRIPTION: All lots in the Western Sky Subdivision

ADDRESS: King Avenue West and 48th St West

CURRENT ZONING: Planned Development

EXISTING LAND USE: Vacant

PROPOSED USE: Mixed

SIZE OF PARCEL: 65.2 acres

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. Major changes to the zone district boundaries requires a new zone change application. This underlying zoning boundary adjustment, as with all zone changes, including Planned Development zone changes, must have findings of the ten 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 on Thursday, May 21, 2020. 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 property owner prior to the meeting. City Engineering provided comment prior to the meeting to request the developer review its current traffic analysis to realign it with the Subdivision Improvement Agreement (SIA) for the 2nd amended subdivision and to make sure both are consistent with the proposed zoning. The West End Task Force concurred with this request and supported the installation and maintenance of the pedestrian trail on the north side of Hogan's Slough and along the east side of S 48th St West. These requirements are not part of the zoning document but are contained within the SIA with the City of Billings and the developer. No other comments from city staff were received. City staff has considered adopted plans and policies during its review of this application. Information related to this can be found in the Summary portion of this report.

STAKEHOLDERS

The City Zoning Commission held a public hearing on June 2, 2020, and received staff's recommendation, as well as testimony from the applicant's agent.

Karen Husman, Planner I, gave a brief presentation and explained the intent of the zone change was to realign the zone boundaries with the proposed access points and with the proposed lot line relocation. Bill Morgan, Sanderson Steward, agent, explained the reason for the request and concurred with the staff presentation and recommendation. 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 discussed the previous hearing conducted for the creation of the PDA in 2007. Commissioner Larson said there had been concern with the proposed RMH zoning area, there had been comments from both City and County residents as the property is located near the county boundary. He said the concern was the affect manufactured homes and the potential commercial development may have on the large lot single family developments in the area. A motion was made by Commissioner King to forward a recommendation of approval for Zone Change 977, and adopt Staff's recommended findings of the 10 review criteria, it was seconded by Commissioner Brooks, and approved by a 5-0 voice vote.

FISCAL EFFECTS

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

SUMMARY

The Zoning Commission recommends approval based on the following findings of the ten review criteria. Prior to any recommendation to the City Council, the Zoning Commission shall consider these proposed findings:

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 PD map amendment 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 underlying zoning map are compatible with goals of the West Billings Neighborhood Plan. The proposed amendment will accommodate uses that are compatible in a mixed-use environment. The accommodate uses that are compatible in a mixed-use environment. 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, 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 street scape will ensure the livability of this neighborhood .

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

The zoning requires minimum setbacks, open and landscaped areas and building separations. The zoning realignment would not change provisions for 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 change. The proposed amendment will allow safe and appropriate traffic flow, including ingress and egress to and from the public right of way.

4. Will the new zoning facilitate the adequate provision of transportation,

water, sewerage, schools, parks and other public requirement?

Transportation: 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 requested the developer ensure the proposed change be aligned with the traffic analysis and SIA.

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 changes.

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 will be amended to reflect the changes 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 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 proposed amendment will slightly expand the area for commercial uses at the intersection of 48th St West and King Avenue West. The zone district boundary will align with the proposed street access from 48th St West. The area zoned RMH will be reduced to accommodate the increase commercial zone. The proposed zone district boundaries are consistent with the urban growth in this area and will 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 urban development and growth. Demand for local neighborhood and commercial services is increasing. Increasing the area for these services is suitable for this location.

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

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

buildings.

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

The proposed amendment may encourage the most appropriate use of this land in Billings.

Attachments

Zoning Map & Site Photos

Application, Letter to ZC, Neighborhood meeting

Site Plan

Ordinance

PROPOSED ZONING

MAP AMENDMENT
WITHIN

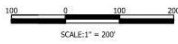
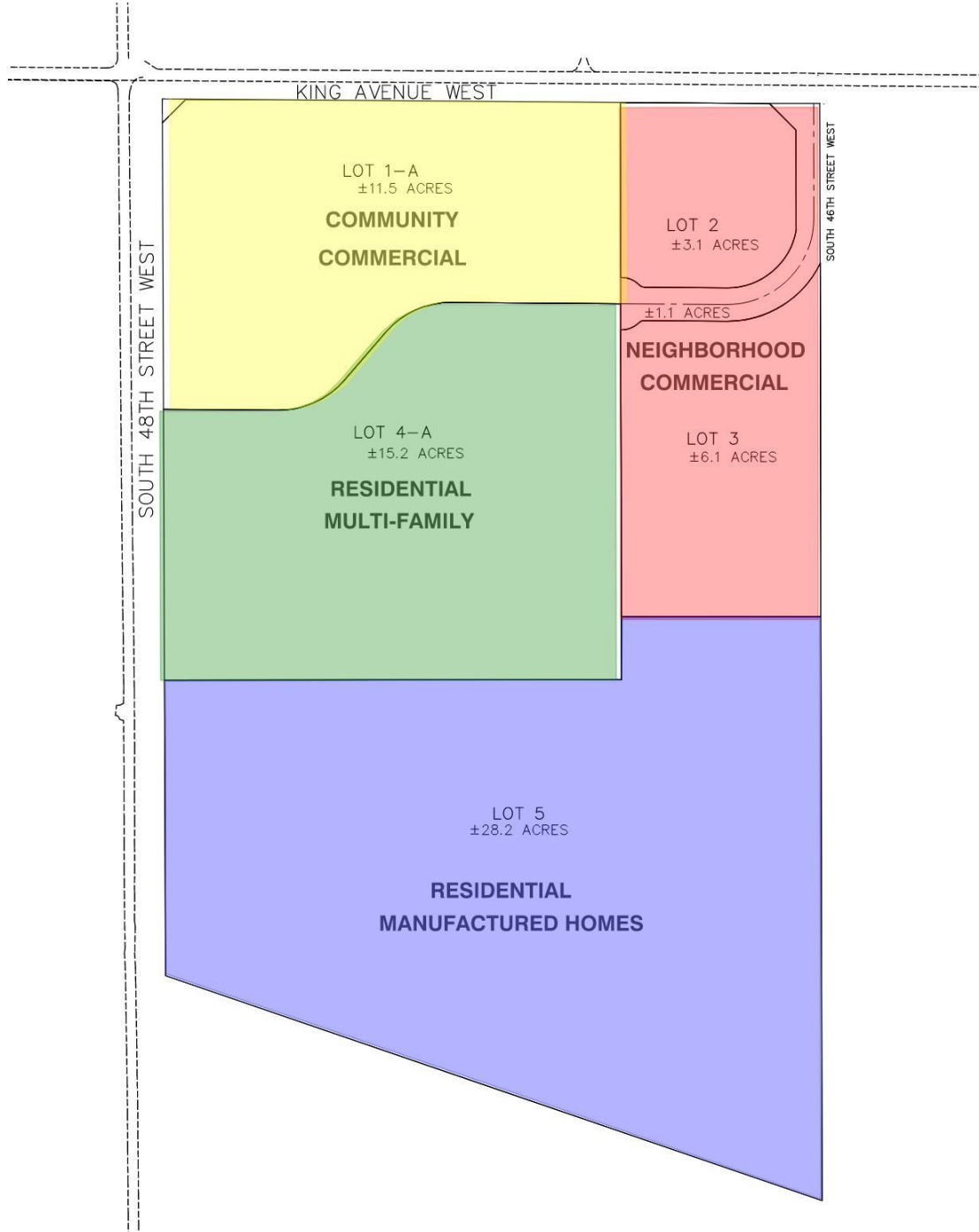
WESTERN SKY SUBDIVISION, 2ND AMENDED

PREPARED FOR : MONT VISTA LLC.

PREPARED BY : **SANDERSON STEWART** 

APRIL, 2020

BILLINGS, MONTANA











ZONE CHANGE REQUEST



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

Check one: **City of Billings Zone Change** **Yellowstone County Zone Change**

Address SE Corner of King Ave W and 48th St W

Legal Description Western Sky Sub, 2nd Amended

Fields are character limited to 280 characters. Attach additional documents to the project.

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

See Attachment

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.

See Attachment

3. Required Uploads: Pre-Application Statement of Owner(s) or Agent(s) affirming pre-application meeting was held, and include the following: 1) the pre-application neighborhood meeting was held, and 2) the zone change application is based on materials presented at the meeting. Include a copy of the meeting notice, written materials mailed or provided at the meeting, the sign-in sheet of attendees, and a brief synopsis of the meeting results.

4. See the Citizen Access Requirements tab for a complete listing of required uploaded attachments

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. I attest that all the information presented herein is factual and correct.

Recorded Owner(s) Mont Vista, LLC c/o Preston Lees

Owner's Address P.O. Box 333, Reed Point, MT 59069

Owner's Phone Number 406-839-7611 E-mail preston@beartoothholding.com

Applicant/Agent Sanderson Stewart c/o Bill Morgan

Applicant/Agent's Address 1300 N Transtech Way, Billings, MT 59102

Applicant/Agent's Phone Number 406-869-3357 E-mail bmorgan@sandersonstewart.com

Signature of Recorded Owner(s) See Attached Form

Date 05-04-20

AUTHORITIES: Procedures and Review Criteria for Zone Change requests Billings Montana City Code (BMCC) Section 27-1502 et seq. **SEC. 27-1502. AMENDMENTS TO CHAPTER.** (a) General. This chapter, including the official zoning map, may be amended only by the city council but no amendment shall be finally approved by the city council unless it has been submitted to the city zoning commission for review and recommendation. Proposals to amend this chapter, including the official zoning map, may be initiated by the city council or by the board of planning. Proposals to amend this chapter, except for the official zoning map, may also be initiated by the city zoning commission. Before enacting an amendment to this chapter, the city council shall give public notice and hold a public hearing thereon. Before enacting on its own motion an amendment to the official zoning map, the city council shall provide written notification by mail of such amendment to each property owner whose name appears on the last tax record of the property subject to the amendment. The notification shall include what the proposed amendment is, the time, date and place of the public hearing on the proposed amendment. Such notification shall be made no less than fifteen (15) days nor more than thirty (30) days in advance of the date of public hearing.

AUTHORITIES: Procedures and Review Criteria for Zone Change requests **Unified Zoning Regulations Section 27-1508 et seq. SEC. 27-1508. AMENDMENTS TO CHAPTER.** (a) General. Although each zoning district is primarily intended for a predominant type of use, there are a number of uses which may or may not be appropriate in a particular district depending upon all the circumstances of the individual case. For example, the location, nature of the proposed use, the character of the surrounding development, traffic capacities of adjacent streets and potential environmental effects, all may indicate that the circumstances of the development should be individually reviewed. It is the intent of this chapter to provide a system of review of such uses so that the community is assured that the uses are compatible with their locations and with surrounding land uses, and will further the purpose of this chapter and the objectives of the comprehensive plan. ****Additional information may be required as determined by the Zoning Coordinator in order to fully evaluate the application.**

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:** Planned Development Recorded 10/13/17 - Doc. No. 3830283
2. **Written description of the Zone Change Plan** including square footage or acres of proposed new zoning: See Below
3. **Subject Property Map:** please attach to this form
4. **Legal Description of Property:** Western Sky Subdivision 2nd Amended
5. **Neighborhood Task Force Area:** (Yes) // No . If Yes, Name of Task Force and mailing address of Chairperson: Tiffany Wardell
6. **Roster of persons who attended the pre-application neighborhood meeting:** please attach to this form (Roster shown in Attached Meeting Minutes)
7. **A copy of the meeting notice.** please attach to this form (Notice Attached)
8. **A brief synopsis of the meeting results.** please attach to this form (Meeting Minutes Attached)
9. **The undersigned affirm the following:**
 - 1) The pre-application neighborhood meeting was held on the 27th day of April, 2020.
 - 2) The zone change application is based on materials presented at the meeting.

Owner (s): Mont Vista, LLC c/o Preston Lees Telephone: 406-839-7611

Address: P.O. Box 333, Reed Point, MT 59069 Email: preston@beartoothholding.com

Owner Signature [Signature] Date: 5/4/2020

Agent(s): Sanderson Stewart c/o Bill Morgan Telephone: 406-869-3357

Address: 1300 N Transtech Way, Billings, MT 59102 Email: bmorgan@sandersonstewart.com

Agent Signature _____ Date: _____

The zone change request for this property involves a Map Amendment to the approved Planned Development Agreement as recorded on October 13, 2017. There are NO other changes to the underlying agreement such as allowable or designated land uses, setbacks, landscaping requirements, or building design standards. The map amendment will simply adjust the area of certain zoning types which is as follows:

<u>Zoning Area</u>	<u>Original Area</u>	<u>Proposed Area</u>	<u>Net Change</u>
Community Commercial	8.5 acres	11.5 acres	3.0 acres
Neighborhood Commercial	10.2 acres	10.3 acres	0.1 acres
Residential Multi-Family	15.3 acres	15.2 acres	0.1 acres
Residential Manufactured Homes	31.1 acres	28.2 acres	2.9 acres

April 20, 2020

Reference: Notice of Pre-Application Neighborhood Meeting for Planned Development Agreement Zoning Map Amendment Western Sky Subdivision, 2nd Amended

Dear Neighbors:

You are receiving this letter because the City of Billings requires a pre-application neighborhood meeting for any zone change request on property located with the city. By City Code, the surrounding property owners within 300 feet are notified of this meeting so you can ask questions of the materials described in this letter. This is not your last time to comment on this proposal, as future public hearings by the Zoning Commission and City Council will be scheduled.

The zone change request for this property involves a Map Amendment to the 2017 Planned Development Agreement. There are **NO** other changes to the underlying agreement such as allowable or designated land uses, setbacks, landscaping requirements, or building design standards. The map amendment will simply adjust the area of certain zoning types as follows, and as depicted on the attached maps:

<i>Zoning Area</i>	<i>Original Area</i>	<i>Proposed Area</i>	<i>Net Change</i>
<i>Community Commercial</i>	8.5 acres	11.5 acres	3.0 acres
<i>Neighborhood Commercial</i>	10.2 acres	10.3 acres	0.1 acres
<i>Residential Multi-Family</i>	15.3 acres	15.2 acres	0.1 acres
<i>Residential Manufactured Homes</i>	31.1 acres	28.2 acres	2.9 acres

The Neighborhood Pre-Application Meeting will be held on **Monday, April 27, 2020 at 5:30 PM.** Due to current required social distancing measures, the meeting will be held via video/voice call-in. If you want to join us by video, please email Teri Tritz at tritz@sandersonstewart.com and you will be sent a specific link with instructions to join a Microsoft Teams meeting. If you are unable to participate with a video call, you can also dial (406) 318-5453; PIN: 180-053-893# to call into this meeting, but you will be unable to see presented information.

Please plan on attending this Neighborhood Pre-Application meeting if you have comments or questions regarding the proposed Map Amendment. If you have immediate questions or cannot attend the meeting, please contact me at 406-869-3357 or via my email at bmorgan@sandersonstewart.com

Sincerely,



Bill Morgan, PE,
Associate/Project Manager

TRT/bc
c: Karen Husman – Planner I, City of Billings - husmank@billingsmt.gov
P:05082.10_Western_Sky_PreApp_Ltr_042020

MEETING MINUTES

PROJECT: Planned Development Agreement Zoning Map Amendment Western Sky Subdivision, 2nd Amended			
Project No: 05082.10			
Meeting Location: Virtual Video/Call meeting via Microsoft Teams		Meeting Date: 04/27/20 5:30 P.M.	
Meeting Subject: Neighborhood Meeting/Zoning Map Amendment		Prepared by: Teri Tritz	
Attending:	(see attached sign-in sheet)		
Bill Morgan	Sanderson Stewart		
Jane Kukes-Penney	McDonald Land Holdings LLC	Teri Tritz	Sanderson Stewart
Preston Lees	Mont Vista, LLC		
Date of Issue: 05/01/20			

Minutes:

- In addition to Bill Morgan, three other parties attended the meeting.
 - Preston Lees, representing the ownership, Mont Vista, LLC.
 - Jane Kukes-Penney, who was representing the McDonald Land Holdings LLC who own a tract of land south of the subdivision.
 - Teri Tritz, with Sanderson Stewart taking notes.
- Mr. Morgan gave a general overview of the purpose for this neighborhood meeting, which is that the City of Billings requires a pre-application neighborhood meeting for any zone change request on property located within the city. He further clarified that the proposed zone change request for this property only involves a **Map Amendment** to the 2017 Planned Development Agreement. There are no other changes to the underlying agreement, such as allowable or designated land uses, setbacks, landscaping requirements, or building design standards.
- Jane Kukes-Penney asked about the proposed new lot line between lots 1 and 4 as depicted in the letter, and why it was curved. We discussed the curved lot line is to acknowledge that there could be a future road easement and/or right of way that would connect the current terminus of Crescent Street to the approved and platted access from 48th Street West. A boundary line relocation plat amending these lots is currently in process in concurrence with this Map Amendment.

- Jane Kukes-Penney also asked if the property owner had any known development plans for the Community Commercial zoned area, to which Preston responded there were no current development plans in the works.
- No other questions regarding the Map Amendment were received or brought up by anyone else on the mailing invitation list.
- The meeting adjourned at 6:10pm.

May 1, 2020
Project No. 05082.10

**PLANNED DEVELOPMENT AGREEMENT ZONING MAP
AMENDMENT
WESTERN SKY SUBDIVISION, 2nd AMENDED**

Statement of Proposal

The owner, Mont Vista, LLC, is seeking a zone change Map Amendment for Western Sky Subdivision, 2nd Amended, which is located at the southwest corner of S. 48th Street West and King Ave West. The overall property is 65.161 acres in size, and the proposed map amendment allows for better connectivity of the access points permitted for the subdivision.

The zone change request for this property involves a Map Amendment to the 2017 Planned Development Agreement. There are **NO** other changes to the underlying agreement such as allowable or designated land uses, setbacks, landscaping requirements, or building design standards. The map amendment will adjust the area of certain zoning types as follows, and as depicted on the attached maps:

<i>Zoning Area</i>	<i>Original Area</i>	<i>Proposed Area</i>	<i>Net Change</i>
<i>Community Commercial</i>	8.5 acres	11.5 acres	3.0 acres
<i>Neighborhood Commercial</i>	10.2 acres	10.3 acres	0.1 acres
<i>Residential Multi-Family</i>	15.3 acres	15.2 acres	0.1 acres
<i>Residential Manufactured Homes</i>	31.1 acres	28.2 acres	2.9 acres

Accompanying Responses to Questions in Zoning Application Form

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

Essential Investments (Relating Public and Private Expenditures to Public Values)

- *Landscaping of public rights-of-way and entryways makes Billings more visually appealing to residents and visitors*

New development in this subdivision will be subject to the City of Billings requirements for site development, including landscaping. This will ensure the visual appeal of the project development.

- ***Infill development and development near existing City infrastructure may be the most cost effective***

This property is annexed and has existing City infrastructure adjacent to the site and extended into the development. This zone change map amendment will allow for efficient use of City infrastructure improvements and assure that it is secure from fire and other dangers.

- ***Neighborhoods that are safe and attractive and provide essential services are much desired***

With the requested map amendment, essential development will occur to support surrounding neighborhoods and accommodate the needs of the community to include the uses approved in the original Planned Agreement of 2017. There will be no adverse impact to the public health, safety and welfare from the proposed map amendment.

Place Making (Enhance, Maintain, Preserve, and Improve Existing Public Places)

- ***Enhancements and maintenance of public spaces and buildings through City stewardship is integral to a vibrant community***

The proposed map amendment does not change the underlying zoning land uses as approved between the City and the landowner. The proposed uses help to accommodate an important subdivision planned in the west end of Billings. The development area has adequate transportation, water, sewerage, schools, parks and public lands planned in and around it and will promote better a better sense of community to the ever-growing neighborhood by allowing staff to find work where they live.

- ***The history and heritage of Billings are cornerstones of our community***

Billings has always adapted to the changes in economic drivers and been welcoming of businesses and services that allow the community to continue to grow and prosper. This map amendment will follow that trend by adjusting allowable zoning classifications within an existing planned development.

Community Fabric (Attractive, Aesthetically Pleasing, Uniquely Billings)

- ***Cost-effective landscaping of public rights-of-way and entryways makes Billings more visually appealing to residents and visitors***

The nature of the proposed map change calls for a much more harmonious placement and access among the land uses associated with this subdivision. These uses will be subject to all City zoning and building regulations within the zonings district and as such will continue to promote adequate light, air and aesthetically pleasing facilities in and along our commercial rights of way.

Strong Neighborhoods (Livable, Safe, Social and Resilient Neighborhoods)

- ***Walkable neighborhoods that permit convenient destinations such as neighborhood services, open space, parks, schools and public gathering spaces foster health, good will and social interaction***

By allowing the amended map change, the development can capitalize on the unique character of the underlying zoning that supports Commercial, Neighborhood Commercial, Residential Multi Family, and Residential Manufactured Home. This blend of zoning uses will allow staff who live nearby to drive and/or walk to their place of employment, thereby fostering and supporting better uses of urban growth.

- ***Neighborhoods that are safe and attractive and provide essential services are much desired***

By allowing the proposed map amendment for the existing planned subdivision, essential services can be better provided in Billings. This in turn, will provide a safer and more attractive focus for area community development and cohesion.

- ***Implementation of the Infill Policy is important to encourage development of underutilized properties***

The property considered under this map amendment is already annexed and subdivided, with an accompanying Subdivision Improvements Agreement approved by City Council. By allowing a simple map amendment to reflect the current plans for enhanced connectivity for the subdivision, the community is promoting use of existing parcels and accesses to promote infill of an underutilized property.

Prosperity (Promoting Equal Opportunity and Economic Advancement)

- ***Successful businesses that provide local jobs benefit the community***

There are business's looking to locate to and/or expand into areas such as the Western Sky Subdivision 2nd Amended. This will help to promote local jobs that bring benefit to the overall community while protecting the integrity and value of the localized development area.

- ***Retaining and supporting existing businesses helps sustain a healthy economy***

By supporting this zone change amendment, existing businesses that help sustain and build a healthy economy will be retained and supported.

1B. 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 in the immediate area.

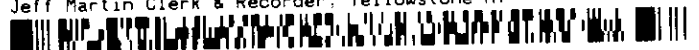
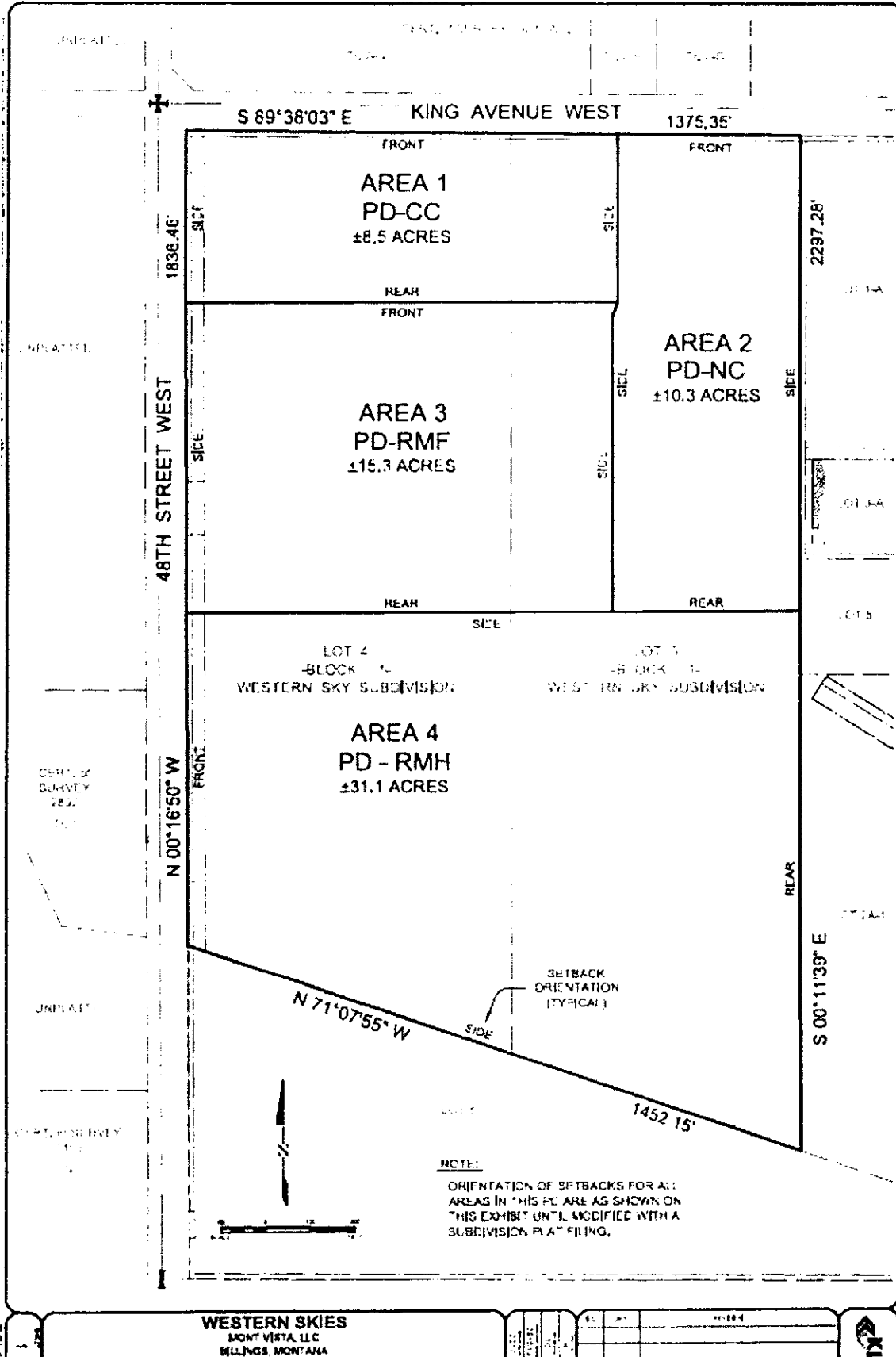
The zone change for this subdivision comprises of a map amendment of land uses previously approved under a 2017 Planned Development Agreement. There are no other changes to the underlying agreement such as allowable or designated land uses, setbacks, landscaping requirements, or building design standards. The map amendment will simply adjust the area of previously approved zoning types, primarily off-setting small acreage modifications between Community Commercial and Residential Manufactured Home zoning areas, as further identified below:

<i>Zoning Area</i>	<i>Original Area</i>	<i>Proposed Area</i>	<i>Net Change</i>
<i>Community Commercial</i>	8.5 acres	11.5 acres	3.0 acres
<i>Neighborhood Commercial</i>	10.2 acres	10.3 acres	0.1 acres
<i>Residential Multi-Family</i>	15.3 acres	15.2 acres	0.1 acres
<i>Residential Manufactured Homes</i>	31.1 acres	28.2 acres	2.9 acres

The map amendment reflects the current plans to develop the subdivision and will allow for better interconnectivity between allowed access points. This map change will better accommodate the owners' planned vision for the subdivision and does not change the allowable land uses in the underlying Planned Development Agreement between the City of Billings.

EXISTING ZONING

Planned Development Exhibit



PROPOSED ZONING

MAP AMENDMENT
WITHIN
WESTERN SKY SUBDIVISION, 2ND AMENDED

PREPARED FOR : MONT VISTA LLC.

PREPARED BY : **SANDERSON STEWART** 

APRIL, 2020
BILLINGS, MONTANA

KING AVENUE WEST

SOUTH 48TH STREET WEST

SOUTH 46TH STREET WEST

LOT 1-A
±11.5 ACRES

**COMMUNITY
COMMERCIAL**

LOT 2
±3.1 ACRES

±1.1 ACRES

**NEIGHBORHOOD
COMMERCIAL**

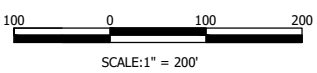
LOT 3
±6.1 ACRES

LOT 4-A
±15.2 ACRES

**RESIDENTIAL
MULTI-FAMILY**

LOT 5
±28.2 ACRES

**RESIDENTIAL
MANUFACTURED HOMES**



ORDINANCE NO. 20-

**AN ORDINANCE AMENDING THE ZONE DISTRICT
BOUNDARIES OF WESTERN SKY PLANNED
DEVELOPMENT**

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. All lots within Western Sky Subdivision, a 65.1 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. ZONE DISTRICT BOUNDARY AMENDMENT. Specifically increase the acres of underlying Community Commercial (CC) zoning from 8.5 acres to 11.5 acres; increase the acres of Neighborhood Commercial (NC) from 10.2 to 10.3 acres; decrease the acres of Residential Multi-family (RMF) from 15.3 acres to 15.2 acres and decrease the acres of Residential Manufactured Home (RMH) from 31.1 acres to 28.2 acres.

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 June 22, 2020.

PASSED, ADOPTED AND APPROVED on second reading July 13, 2020.

CITY OF BILLINGS:

BY:

William A. Cole, Mayor

ATTEST:

BY: Denise Bohlman, City Clerk – Zone Change 977

EXHIBIT A

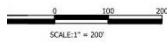
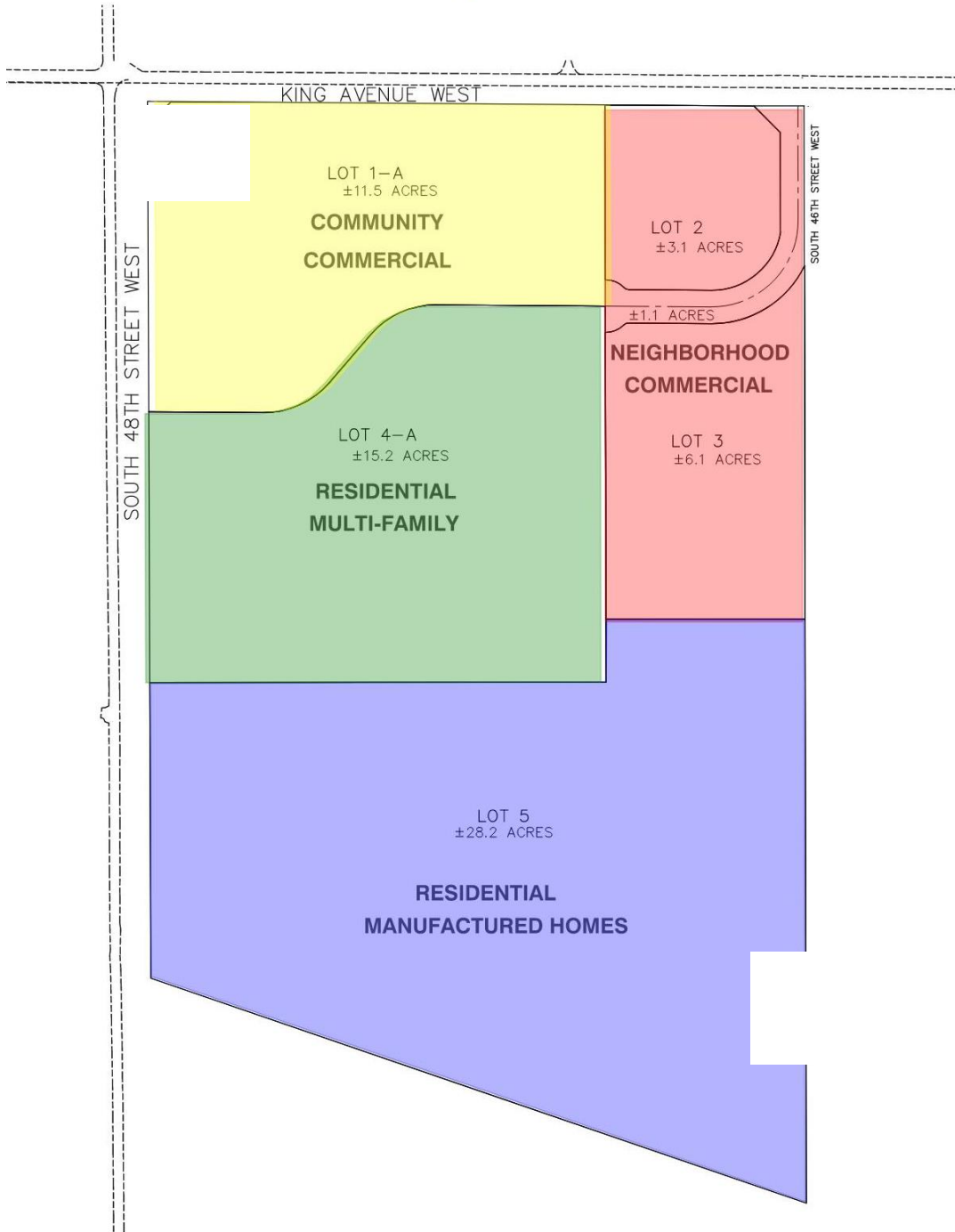
MAP AMENDMENT
WITHIN
WESTERN SKY SUBDIVISION, 2ND AMENDED

PREPARED FOR : MONT VISTA LLC.

PREPARED BY : **SANDERSON STEWART** 

APRIL, 2020

BILLINGS, MONTANA



Regular City Council Meeting

Meeting Date: 06/22/2020

TITLE: Public Hearing for Vacation of Alley within La Ray Subdivision

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Division: Engineering

RECOMMENDATION

Staff recommends City Council hold a public hearing and approve the alley vacation within La Ray Subdivision in exchange for 10 feet of right-of-way along Lincoln Lane and \$6,496.40.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

Propiedad, LLC, owner of the property north of the alley, has petitioned to vacate the alley adjacent to La Ray Subdivision, Block 1, Lots 1-6. Propiedad, LLC is proposing to vacate the alley right-of-way and combine it with their property in order to develop. The alley was originally dedicated as part of La Ray Subdivision, but annexed into the city when Propiedad, LLC annexed their property. The property owners within La Ray Subdivision have no interest in the alley and have agreed to quitclaim their interest in the alley. The alley, if vacated, would revert to Propiedad's property. Attached is a letter from the petitioner explaining their interest in the right of way.

The developer has indicated they are proposing to construct a storage facility on their property. As of right now, they have not developed plans for a storage facility. When they submit for a building permit for the proposed storage facility, Engineering will evaluate the site for off-site improvements to Lincoln Lane.

Vacation of this alley will not affect traffic or pedestrian accessibility since the alley has not been constructed.

The right-of-way on Lincoln Lane fronting this property is only 40 feet wide. The right-of-way along Lincoln Lane is inconsistent throughout the corridor. The developer is amenable to trading the alley right-of-way for right of way along Lincoln Lane. Engineering is recommending that the city obtain 10 feet of additional right-of-way (1,750 sf) along Lincoln Lane. The alley right of way is approximately 4,730 sf. If vacated, the developer would be responsible to dedicate 10 feet of right-of-way along Lincoln lane and pay the city for the difference between the alley and Lincoln Lane right of way. The difference is 2,980 sf at a value of \$2.18/sf for a total of \$6,496.40.

ALTERNATIVES

City Council may:

- Approve the right-of-way vacation and have the developer pay for full value of the right-of-way at \$2.18/sf, or;
- Approve the right-of-way vacation in exchange for 10 feet of right-of-way along Lincoln Lane along with the developer paying the difference between the alley and Lincoln Lane right-of-way.
- Disapprove the right-of-way vacation. If disapproved, the developer would be required to develop their property without the alley right-of-way.

FISCAL EFFECTS

Larry Larsen with the Premier Group completed a comparative market analysis for this right-of-way and determined it to be valued at \$2.18/SF. The alley right-of-way is approximately 4,730 sf. The developer is amenable to trading right-of-way along Lincoln Lane. Engineering is proposing that the developer dedicate 10' of right-of-way along Lincoln Lane and pay the city for the difference between the alley and Lincoln Lane right-of-way. The difference is 2,980 sf at a value of \$2.18/sf for a total of \$6,496.40.

Attachments

Title Report
Petition
Letter from Petitioner
Opinion of Cost
Resolution to Vacate

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



**CHICAGO TITLE
INSURANCE COMPANY**

Commitment Number:

3523191073

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Transaction Identification Data for reference only:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT (NOT TITLE ONLY):
Title Officer: Trevor Styles Chicago Title Company, LLC 1575 Shiloh Rd, Suite J Billings, MT 59106 Phone: 406-869-3747 Fax: 406-245-5094 Main Phone: (406)245-3064 Email: Trevor.Styles@CTT.com	Escrow Officer: Jason Harman Chicago Title Company, LLC 1575 Shiloh Rd, Suite J Billings, MT 59106 Phone: 406-238-9999 Fax: 406-238-9994 Main Phone: (406)238-9999 Email: Jason.Harman@ctt.com

Order Number: 3523191073

SCHEDULE A

- 1. Commitment Date: October 3, 2019 at 08:00 AM
- 2. Policy to be issued:

(a) ALTA Owner's Policy 2006 (Standard)

Proposed Insured: Liquid Energy, LLC, a Montana limited liability company
 Proposed Policy Amount: \$200,000.00
 Premium: \$ 823.00
 Total: \$ 823.00

- 3. The estate or interest in the Land described or referred to in this Commitment is:
 Fee Simple

- 4. The Title is, at the Commitment Date, vested in:

Roger Allen Pinnick, David Gary Pinnick, and LaVonne Sharon Anderson, as Successor Trustees of the Roy and Betty Pinnick Living Trust, dated August 23, 2001

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SCHEDULE A

(continued)

5. The Land is described as follows:

PARCEL A:

Lots 2, 3, and 4, Block 1, of LaRay Subdivision, in Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 645872;

PARCEL B:

Lot 5, Block 1, of LaRay Subdivision, in Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 645872;

PARCEL C:

Lot 6, Block 1, of LaRay Subdivision, in Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 645872;

PARCEL D:

The West 58.65 Feet of Lot 3, Block 2, of LaRay Subdivision, in Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 645872;

PARCEL E:

Lot 4 and the East 6.35 Feet of Lot 3, Block 2, of LaRay Subdivision, in Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 645872;

PARCEL F:

Lots 5, and 6, Block 2, of LaRay Subdivision, in Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 645872;

END OF SCHEDULE A

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**SCHEDULE B, PART I
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
6. The Company will require an affidavit signed by the seller/mortgagor certifying that there are no matters that could give rise to any defects, liens, encumbrances, adverse claims or other matters that would attach to the Land between the effective date of the report and the recording of the instruments creating the estate to be insured.
7. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
8. If title is to be insured in the trustee(s) of a trust, (or if their act is to be insured), this Company will require a copy of the trust instrument creating such trust, and all amendments thereto, together with a written verification by all present trustees that the copy is the true and correct copy of the trust, as it may have been amended, that it is in full force and effect and that it has not been revoked or terminated.

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**SCHEDULE B, PART I
REQUIREMENTS**

(continued)

9. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Liquid Energy LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

END OF SCHEDULE B, PART I

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SCHEDULE B, PART II EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

- a. Rights or claims of parties in possession not shown by the Public Records.
- b. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the Land including, but not limited to, insufficient or impaired access and matters contradictory to any survey plat shown by the Public Records.
- c. Easements, or claims of easements, not shown by the Public Records.
- d. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- e. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters accepted under (a), (b), (c) are shown by the Public Records.
- f. Taxes to special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- g. County road rights-of-way, not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21 MCA, including, but not limited to any right of the public to use and occupy those certain roads and trails.
- h. Mineral rights, claims or title to minerals in or under said land, including but not limited to metals, oil, gas, coal, or other hydrocarbons, sand, gravel, or stone, and geothermal energy rights, and easement or other rights or matters relating thereto, whether express or implied, recorded, or unrecorded.

SPECIAL EXCEPTIONS:

1. General County Taxes for the year 2019 and subsequent years, which are a lien but not yet due or payable.

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

General Taxes for the year 2018

1st Half: \$148.71 PAID
2nd Half: \$148.70 PAID
Tax ID No.: A10046

Affects Parcel A

General Taxes for the year 2018

1st Half: \$197.08 PAID
2nd Half: \$197.07 PAID
Tax ID No.: A10047

Affects Parcel B

General Taxes for the year 2018

1st Half: \$198.28 PAID
2nd Half: \$198.26 PAID
Tax ID No.: A10047A

Affects Parcel C

General Taxes for the year 2018

1st Half: \$194.99 PAID
2nd Half: \$194.98 PAID
Tax ID No.: A10050

Affects Parcel D

General Taxes for the year 2018

1st Half: \$197.99 PAID
2nd Half: \$199.75 PAID
Tax ID No.: A10051

Affects Parcel E

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

General Taxes for the year 2018

1st Half: \$217.68 PAID
2nd Half: \$217.68 PAID
Tax ID No.: A10052

Affects Parcel F

2. Terms, covenants, conditions and easements contained in Water Deed (Land and Water Deed) from Billings Land and Irrigation Company, recorded December 1, 1905 at Book B2, Page 21.
3. Restrictions contained in the Deed, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: August 13, 1949
Recording No.: 453225, Book 347

4. Restrictions contained in the Deed, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: May 1, 1950
Recording No.: 462970, Book 366

5. Easement(s) and rights incidental thereto, as granted in a document::

Granted to: County Water District of Billings Heights
Recording Date: February 27, 1963
Recording No.: 701653

6. Unrecorded leaseholds, if any, rights of parties in possession other than the vestee herein, and rights of tenants to remove trade fixtures.

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

7. Rights of the public in and to that portion of the herein described Land as shown on the

Map/Plat: La Ray Subdivision
Recording Date: July 28, 1960
Recording No: 645872
Street/Road: Orilla Street and Cross Street

8. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

Note: The Company has searched the records of the Clerk and Recorder and the Clerk of Court for Yellowstone County, Montana and find no judgments or liens affecting the Land, other than as excepted in Schedule B.

Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

END OF SCHEDULE B, PART II

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

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(continued)

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

END OF CONDITIONS

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**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Revised May 1, 2018**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "**Choices With Your Information**" to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



**CHICAGO TITLE
INSURANCE COMPANY**

Commitment Number:

3523191074

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Transaction Identification Data for reference only:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT (NOT TITLE ONLY):
Title Officer: Joyce Bondurant Chicago Title Company, LLC 1575 Shiloh Rd, Suite J Billings, MT 59106 Phone: 406-869-3742 Fax: 406-245-5094 Main Phone: (406)245-3064 Email: Joyce.Bondurant@ctt.com	Escrow Officer: Jason Harman Chicago Title Company, LLC 1575 Shiloh Rd, Suite J Billings, MT 59106 Phone: 406-238-9999 Fax: 406-238-9994 Main Phone: (406)238-9999 Email: Jason.Harman@ctt.com

Order Number: 3523191074**SCHEDULE A**

1. Commitment Date: October 3, 2019 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2006 (Extended)

Proposed Insured:	Liquid Energy, LLC, a Montana limited liability company	
Proposed Policy Amount:	\$50,000.00	
Premium:		\$ 360.50
Total:		\$ 360.50
3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple
4. The Title is, at the Commitment Date, vested in:

Roger A. Pinnick and David G. Pinnick
5. The Land is described as follows:

Lot 2A, Block 2, Amended Plat of Lots 1 and 2, Block 2, of LaRay Subdivision, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 3347797.

END OF SCHEDULE A

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**SCHEDULE B, PART I
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
6. The Company will require an affidavit signed by the seller/mortgagor certifying that there are no matters that could give rise to any defects, liens, encumbrances, adverse claims or other matters that would attach to the Land between the effective date of the report and the recording of the instruments creating the estate to be insured.
7. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
8. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Liquid Energy, LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

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**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

END OF SCHEDULE B, PART I

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**SCHEDULE B, PART II
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

- a. Rights or claims of parties in possession not shown by the Public Records.
- b. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the Land including, but not limited to, insufficient or impaired access and matters contradictory to any survey plat shown by the Public Records.
- c. Easements, or claims of easements, not shown by the Public Records.
- d. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- e. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters accepted under (a), (b), (c) are shown by the Public Records.
- f. Taxes to special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- g. County road rights-of-way, not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21 MCA, including, but not limited to any right of the public to use and occupy those certain roads and trails.
- h. Mineral rights, claims or title to minerals in or under said land, including but not limited to metals, oil, gas, coal, or other hydrocarbons, sand, gravel, or stone, and geothermal energy rights, and easement or other rights or matters relating thereto, whether express or implied, recorded, or unrecorded.

SPECIAL EXCEPTIONS:

1. General County Taxes for the year 2019 and subsequent years, which are a lien but not yet due or payable.

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

General Taxes for the year 2018

1st Half: \$486.63 PAID
2nd Half: \$486.62 PAID
Tax ID No.: A10049

2. Terms, covenants, conditions and easements contained in Water Deed (Land and Water Deed) from Billings Land and Irrigation Company, recorded December 1, 1905 at Book B2, page 21.
3. Recitals, notes, dedications, easements, certificates and covenants as contained on the plat of Amended Plat of Lots 1 and 2, Block 2 of LaRay Subdivision. Reference is hereby made to the plat for more particulars.

Recording No.: 3347797

4. Unrecorded leaseholds, if any, rights of parties in possession other than the vestee herein, and rights of tenants to remove trade fixtures.
5. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

Note: The Company has searched the records of the Clerk and Recorder and the Clerk of Court for Yellowstone County, Montana and find no judgments or liens affecting the Land, other than as excepted in Schedule B.

END OF SCHEDULE B, PART II

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COMMITMENT CONDITIONS**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

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(continued)

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

END OF CONDITIONS

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**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Revised May 1, 2018**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "**Choices With Your Information**" to learn the disclosures you can restrict.

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Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Return to: James W. Thompson
176 South 32nd Street West, Suite 4
Billings, MT 59102-6867

TD **3666972**
05/07/2013 11:28 AM Pages: 1 of 2 Fees: 14.00
Jeff Martin Clerk & Recorder, Yellowstone MT

TRUSTEES' DEED

The undersigned,

ROY E. PINNICK and BETTY J. PINNICK, the Initial Trustees under the
ROY AND BETTY PINNICK LIVING TRUST, dated August 23, 2001

hereby convey unto:

ROGER ALLEN PINNICK, DAVID GARY PINNICK,
and LaVONNE SHARON ANDERSON, as the Successor Trustees of the
ROY AND BETTY PINNICK LIVING TRUST, dated August 23, 2001,
and any amendments thereto

Tax Notices:

549 Lincoln Lane
Billings, MT 59105

all of Trustees' and said Trust's right, title, and interest in and to real property in Billings, Yellowstone
County, Montana, described as follows [Deed Reference: Document No. 3143605]:

Lot 1, Block 1, LARAY SUBDIVISION
(Residence)

Lots 2 to 4, Block 1, LARAY SUBDIVISION
(Pasture)

West 58.65 feet of Lot 3, Block 2, LARAY SUBDIVISION
(Pasture)

Lots 5 and 6, Block 1, LARAY SUBDIVISION

Lot 4 and the East 6.35 feet of Lot 3, in Block 2, LARAY SUBDIVISION

Lots 5 and 6, Block 2, LARAY SUBDIVISION

TOGETHER WITH ALL TENEMENTS, HEREDITAMENTS, AND APPURTENANCES

The purpose of this Deed is to establish Roger Allen Pinnick, David Gary Pinnick, and LaVonne Sharon
Anderson as Trustees of the Roy and Betty Pinnick Living Trust, dated August 23, 2001. Roy E. Pinnick and
Betty J. Pinnick, the Initial Trustees, resigned on March 18, 2013, and appointed Roger, David, and LaVonne
as Trustees, any two of whom may act.

DATED: MAY 1 2013

Roy Pinnick

ROY E. PINNICK

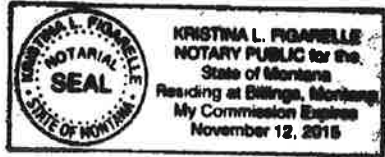
Betty Pinnick

BETTY J. PINNICK

Initial Trustees of the Roy and Betty Pinnick
Living Trust dated August 23, 2001

STATE OF MONTANA)
) ss.
County of Yellowstone)

This instrument was acknowledged before me on the date last above written by ROY E. PINNICK and BETTY J. PINNICK, as Initial Trustees of the Roy and Betty Pinnick Living Trust dated August 23, 2001.



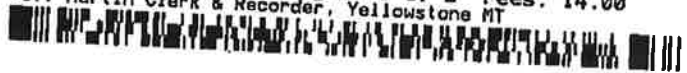
Kristina L. Figarelle

Notary Public for the State of Montana

WD

3842499

02/28/2018 03:55 PM Pages: 1 of 2 Fees: 14.00
Jeff Martin Clerk & Recorder, Yellowstone MT



After recording return to:
Roger A. Pinnick
2922 Minnesota Avenue
Billings, MT 59101

WARRANTY DEED

FOR ADEQUATE AND FULL CONSIDERATION IN MONEY OR MONEY'S WORTH, receipt of which is hereby acknowledged on this 30 day of January 2006, the undersigned,

ROY E. PINNICK and BETTY J. PINNICK, of 549 Lincoln Lane, Billings, Yellowstone County, Grantors, *B. J. P. R. P. ***
** Trustees under the Roy and Betty Pinnick Living Trust dated August 23, 2001

hereby grant unto

ROGER A. PINNICK and DAVID G. PINNICK, of 2922 Minnesota Avenue, Billings, Yellowstone County, Montana, as tenants in common, Grantees,

the hereinafter described real estate situated in Yellowstone County, Montana:

2A, Block 2, Amended Plat of Lots 1 and 2, Block 2, La Ray Subdivision, Yellowstone County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of said County,

however, all water rights appurtenant thereto are expressly reserved by Grantors.

TO HAVE AND TO HOLD unto the Grantees and to their successors and assigns forever, subject however, to:

- (a) Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof;
- (b) All existing easements, rights of way, building and land use restrictions and zoning ordinances of record;
- (c) Taxes and assessments for the year 2006 and subsequent years;

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

Description of Right-of-Way to be vacated:

The alleyway directly south of FRAC 175x490' IN S2NWSENE4, Section 27
Township 01N Range 26E (Unplatted) and directly north of Lots 1-6, Block 1 of Laray
Subdivision, Section 27 Township 01N Range 26E, consisting of 4,730 square feet,
more or less.

See attached exhibit.

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

 Street X Alley Other R/W

SIGNATURE

DATE

PROPERTY OWNERSHIP

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

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

	Approved By/Date	Disapproved By/Date
City Public Works	_____	_____
Heights Water	<u><i>[Signature]</i> 2-27-2020</u>	_____
Montana Dakota Utilities	_____	_____
Northwestern Energy	_____	_____
Charter	_____	_____
CenturyLink	_____	_____
City/Co. Planning	_____	_____

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

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

ATTACHMENTS:

- X Title Report(s)
- X Comments from all Utilities
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City Public Works	_____	_____
Heights Water	_____	_____
Montana Dakota Utilities	<i>BRENT DIMLEY</i>	_____
Northwestern Energy	<i>DMJ 2/25/20</i>	_____
Charter	_____	_____
CenturyLink	_____	_____
City/Co. Planning	_____	_____

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AN APPLICATION FEE OF \$200 MUST ACCOMPANY THIS PETITION.

Fee Received By: _____ **Date:** _____
City Engineers Office

A DEPOSIT FOR AN APPRAISAL MUST ALSO ACCOMPANY THIS REQUEST.

Deposit Amount: _____

Received By: _____ **Date:** _____
City Clerk

Copies of City of Billings Ordinance No. 80-4269 and 90-4822, establishing the procedure and compensation to the City of Billings for Discontinuance and Vacation of City Streets, Alleys, and Rights-of-Way, are attached for reference.

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This petition is to be returned to the City Clerk, PO Box 1178, Billings, MT 59103. (First Floor, City Hall)

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CONTACT PERSON FOR PETITION:

Propiedad, LLC - Rob Morehead

Telephone No.: (406) 208 - 7691

Mailing Address: P.O. Box 20853

Billings, MT 59104

Date: _____

CITY COUNCIL ACTION: _____

DATE: _____

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City Public Works		
Heights Water		
Montana Dakota Utilities	<i>Mark M. Boy 3/17/20</i>	
Northwestern Energy		
Charter		
CenturyLink		
City/Co. Planning		

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Heights Water	_____	_____
Montana Dakota Utilities	_____	_____
Northwestern Energy	_____	_____
Charter	 3/2/20	_____
CenturyLink	_____	_____
City/Co. Planning	_____	_____

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 Street

 X Alley

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City/Co. Planning	<u>mp/leiden 3/18/2020</u>	_____

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 vacation of the above described:**

_____ Street Alley _____ Other R/W

<u>SIGNATURE</u>	<u>DATE</u>	<u>PROPERTY OWNERSHIP</u>
	2/26/20	517 Lincoln
_____	_____	_____
_____	_____	_____

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

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Billings, MT 59104

Date: _____

CITY COUNCIL ACTION: _____

DATE: _____



MEMO

To: Chris Hertz, PE

From: Robert Neihart, PE

Date: June 2, 2020

Re: Alleyway Vacation Explanation

On behalf of Propriedad, LLC (Developer), Performance Engineering, LLC (PE), submitted a request to vVacate public right-of-way to Chris Hertz at the City of Billings Engineering Department on April 21, 2020. City of Billings staff presented the Petition of Acknowledgement to the City Council on May 26, 2020 which was pulled from Consent Agenda, for discussion and ultimately approval for the scheduling of a public hearing. During discussion and subsequent emails from council members, several questions have been asked revolving around the intent of the developer requesting the vacation and the process for vacating the alleyway given the manner in which it was established and it's proximity to the City/County boundary. Below is a summary of the questions that have been received from staff and council with responses.

1. What is the requesting Developer's plan for the property?

The Developer requesting the 10-ft public alleyway vacation intends to construct storage units as infill within the city limits. The current zoning of the property (Community Commercial) allows for this use. At this time the Developer does not have a layout of the development but anticipates constructing 4-6 buildings. The Developer has been in contact with the adjacent property owners to the south about his intent to request the alleyway vacation to not only gain additional developable area but to also allow for the ability to construct a common fence line between properties, eliminating the "no-man's land" between parcels.

2. Is the alleyway currently annexed into the City? Where did the alleyway original dedication come from?

Per city policy, the alleyway, in its entirety, was annexed at the same time the Developer's property was brought into the city limits. The original alleyway dedication came from the La Ray Subdivision platted in the County in 1960. The alley is currently unimproved and not being used by landowners to the north or south and does not provide connection to any other properties.

The property owners to the south, located within the County, signed the original petition submitted and have agreed to execute quit claim deeds to release their interest in the alleyway property, allowing the Developer's parcel to absorb the area and avoid pseudo City/County areas.

3. Would the Developer entertain the possibility of trading Lincoln Lane right-of-way for the alleyway?

The easement along the frontage of the Developer's property is 20 feet in width and extends for 175 feet across the frontage (3,500 sf). The Developer is amenable to the idea of trading right-of-way along the frontage of Lincoln Lane for the alley right-of-way with the City in lieu of purchasing the alley right-of-way.

We appreciate your consideration and hope this clarifies what the intent of the request of the alley vacation. Should you have any questions please contact Robert Neihart, Project Manager, at (406) 384-0080 or by email at rob@performance-ec.com.

Hertz, Chris

To: Hertz, Chris
Subject: FW: Lincoln Lane

From: larrylarsen8888@gmail.com <larrylarsen8888@gmail.com>

Sent: Tuesday, June 9, 2020 9:49 AM

To: Rob Neihart <rob@performance-ec.com>

Subject: RE: Lincoln Lane

Robbie,

We had very few sales in the area for raw land so I took a sale from 2 years ago that is an adjacent 2.0 acre property with a rental for \$1250 month and discounted the property \$100,000 for the home. I also have 1 pending sale witch is the subject property. Pending sale is \$250,000 less a sewer hookup charge for a price of \$220,000

517 Lincoln \$149900/1.983 Acres (86,379 SQFT) = \$1.74 SQFT a

549-1092 Lincoln \$220,000/2.317 Acres (100,929 SQFT)=\$2.18 SQFT

This is consistent with other raw land sales we have seen before annexation and zone changes. You can use the \$2.18 SQFT as a suggested sale price. Call with any questions



Premier Group REAL ESTATE HUB
Premier Group @ The Real Estate HUB LLLP
MT LIC # RRE-BRO-LIC-63296

Larry Larsen
Broker

☎ 406 672 7884
✉ Larry@LarryLarsenMT.com
🌐 www.premiergroupmt.com

Larry Larsen

Broker

Premier Group @ The Real Estate HUB LLLP

MT LIC # RRE-BRO-LIC-63296

406 672 7884 CALL or TEXT

RESOLUTION NO. 20-_____

A RESOLUTION OF THE CITY OF BILLINGS, MONTANA,
DISCONTINUING AND VACATING **the alley within La Ray
Subdivision, Block 1, Lots 1-6.**

WHEREAS, a proper petition was filed with the City Council of
the City of Billings, Montana, as per Section 22-601 BMCC,
requesting discontinuance and vacation of **the alley within La
Ray Subdivision, Block 1, Lots 1-6** as described
hereinafter; and

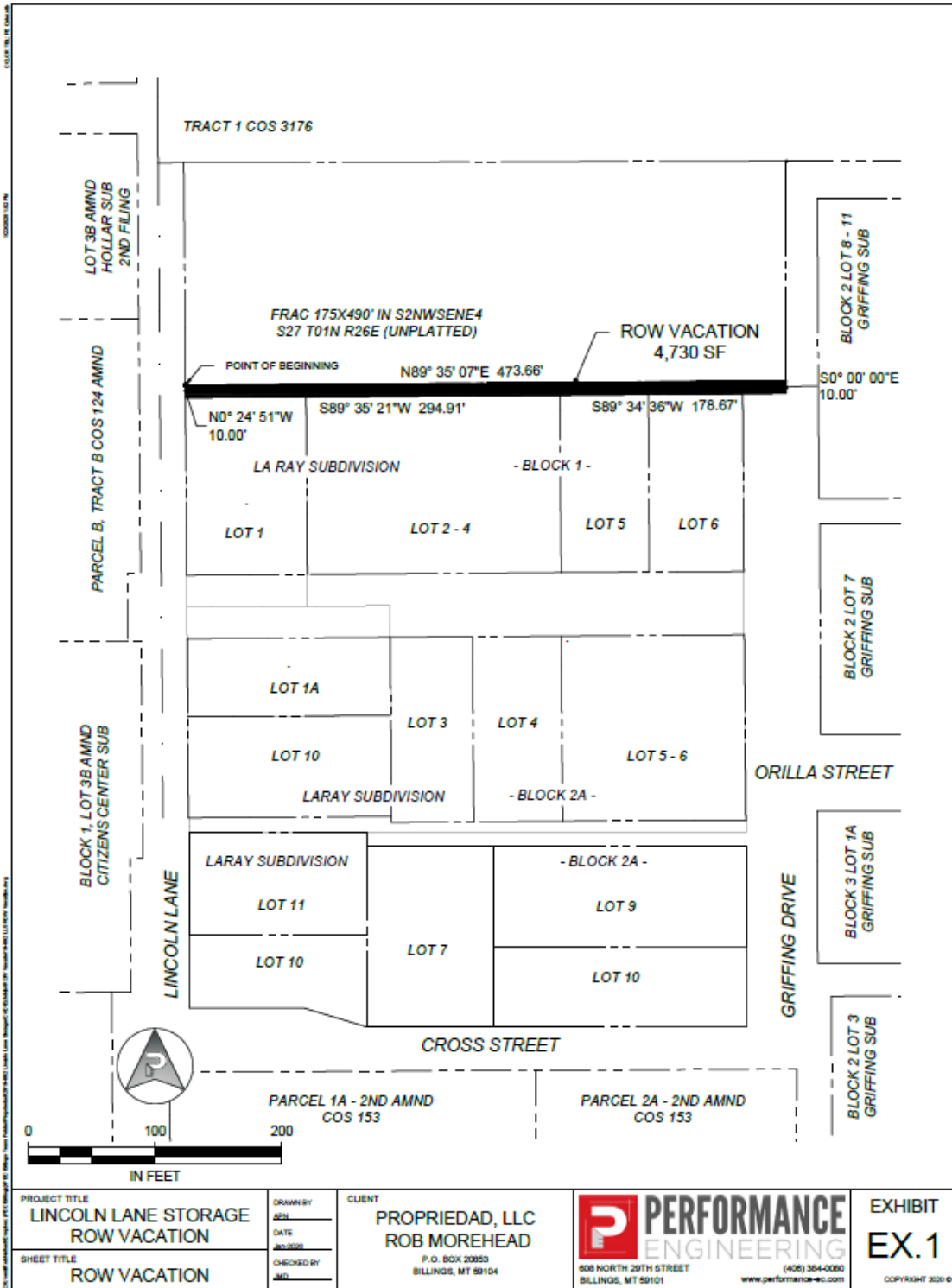
WHEREAS, a public hearing was properly noticed and held as required by
law.

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

1. **DISCONTINUANCE AND VACATION.** Pursuant to Sections 7-14-4114 and
7-14-4115, M.C.A., **the alley within La Ray Subdivision, Block 1, Lots 1-
6** as more particularly described as follows:

A tract of land situated in the NE 1/4 of Section 27, T1N, R 26E, P.M.M., City of Billings, Yellowstone County, Montana, said tract being more particularly described as follows, to wit:

Being the alley adjacent with Lots 1 through 6, Block 1 of La Ray Subdivision, recorded July 28th, 1960 under document number 645872, on file and of record in the office of the Yellowstone County Clerk & Recorder. Beginning at the northwest corner of Lot 1, Block 1 of said La Ray Subdivision; thence east and along said Block 1 for a distance of 439.6 feet to the northeast corner of Lot 6, of said Block 1; thence east along the extension of the north line of said Block 1 through Griffing Drive Right-Of-Way as shown dedicated within said La Ray Subdivision, for a distance of 29.60 feet more or less to a point on the east line of said La Ray Subdivision; thence N00°02'E along said east line of La Ray Subdivision for a distance of 10.0 feet more or less to the northeast corner of said La Ray Subdivision; thence west and along the north line of said La Ray Subdivision for a distance of 469.2 feet to a point on the east line of Lincoln Lane; thence south and along said east line of Lincoln Land for a distance of 10.0 feet to the Point of Beginning, said described tract containing an area of 4,730 square feet more or less is hereby discontinued and vacated.



PROJECT TITLE
**LINCOLN LANE STORAGE
 ROW VACATION**

SHEET TITLE
ROW VACATION

DRAWN BY
 JSM

DATE
 JAN-2020

CHECKED BY
 JMD

CLIENT
**PROPIEDAD, LLC
 ROB MOREHEAD**
 P.O. BOX 20953
 BILLINGS, MT 59104

PERFORMANCE
 ENGINEERING

808 NORTH 29TH STREET
 BILLINGS, MT 59101

(406) 384-0080
 www.performance-ec.com

EXHIBIT
EX.1

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Regular City Council Meeting

Meeting Date: 06/22/2020

TITLE: Public Hearing and Resolution for Fees Associated with Various Services Provided by the Planning and Engineering Divisions

PRESENTED BY: Monica Plecker

Department: Planning & Community Services

Presentation: Yes

RECOMMENDATION

Staff recommends the City Council hold a public hearing and approve the proposed fee increases for FY21 and FY22.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

The Planning Division is presenting an updated fee schedule and associated resolution to the City Council for Fiscal Year 2021. The resolution reflects increases in many existing fees in an effort to cover the costs of providing services to the community. These are proposed changes to fees within the City Limits only. Any changes to fees charged by the Planning Division in the County will be subject to approval by the Yellowstone County Board of County Commissioners.

The Planning Division is proposing a 10% increase in most of its fees. The Planning Division's fees were last increased in 2018. At that time, the fees were increased 10%. At the direction of the City Council, the Division is proposing fee increases every two years to reduce the impact of larger increases on the community and to better keep up with increases in the costs of providing these services. A 10% increase will help offset increasing personnel and operating costs and reflect the true cost of review and processing applications.

The Engineering Division charges fees for services as a part of the overall fee for each application and review it conducts. The fees as presented in the resolution are reflective of an increase in the existing Engineering fee to be closer to the actual cost of providing the services.

The Planning Division has also proposed a fee structure for fees associated with the adoption of Project Re:Code. Though the new code has not yet been adopted, it is important to put the fee structure in place in anticipation of its adoption this fiscal year. The fees will not be effective until the adoption of Project Re:Code. The fee amount for each application or process type was estimated by the Planning Division based on the estimated time each application type would take with an average staff cost.

The proposed fees will help cover the costs to the Planning and Engineering Divisions to provide services, resulting in additional revenues for the Divisions when services are delivered to customers for certain application types. The Divisions estimate about \$25,000 in new revenues in FY21 under the new fee schedule based on the collected and estimated FY 20 level of zoning, subdivision, and annexation applications, and general permit and compliance review activity. The change in costs to customers ranges from \$3-\$13 for some permits to \$400-\$500 for some larger subdivision applications (see Exhibit A of the attached Resolution).

STAKEHOLDERS

The proposed fee increases have been shared with the Home Builders Association in March 2020. Additionally, the information was provided in an information notify me email received by the development community. Further, this hearing at the City Council Meeting was advertised three times beginning June 5, 2020.

FISCAL EFFECTS

The proposed fees will help cover the costs to the Planning and Engineering Divisions to provide services, resulting in additional revenues for the Divisions when services are delivered to customers for certain application types. The Divisions estimate about \$25,000 in new revenues in FY21 under the new fee schedule based on the collected and estimated FY 20 level of zoning, subdivision, and annexation applications, and general permit and compliance review activity. The change in costs to customers ranges from \$3-\$13 for some permits to \$400-\$500 for some larger subdivision applications (see Exhibit A of the attached Resolution).

SUMMARY

The 10% fee increase proposed by the Planning Division for FY21 is in response to the ongoing and increasing costs to provide services to the development community and the community at large. The 10% increase in Planning Division fees for the next two years (FY21-FY22) will specifically help offset increases in personal services and operations and maintenance. There is one new fee associated with Exhibit A of the attached Resolution which is a fee for phased subdivisions. This is a process that was a result of the 2017 Legislature. Billings has not seen many phased subdivisions since its inception, but should have a fee. The process entails both Planning Board and Governing Body review. The fee is commiserate with the Final Plat fee. Additionally, two fee's were raised more than 10 percent. The Sign bond fee has increased from 55 dollars to 100 dollars to reflect the actual cost of the sign replacement. The commercial plan review fee has increased from \$22 to \$115. This reflects one hour of staff time towards this review process. It has historically been a nominal fee because of past financial contributions between Planning, CE and Building for a staff position that conducted plan reviews. However, that structure is no longer in place based on the use of building permit fees for non-building code related items.

The Division is careful to focus its fee increases on the costs for specific application and permit services completed by its staff and follows several guidelines:

- Fees should only cover permit and application processing
- Staff performs other duties funded from the County-Wide Planning Levy and the Federal Transportation Planning Program
- Many staff work on fee-based permits and applications, *and* transportation and community planning projects that are funded through the County-Wide Planning Levy and the Federal Transportation Planning Program, and this is a factor when estimating fee increases for the Division

Not all the Division's fees increase under this proposal. Sign permit fees and exempt plat processing fees will remain the same. Sign permit fees are calculated on a square foot basis per sign size and generally cover review costs. Exempt plat fees are set by State Law at \$200 and can only be changed by the Legislature.

The Planning Division, in considering its fee proposal for FY21 and FY22, reviewed other jurisdictions in Montana to see how fees in Billings align with fees in places like Bozeman,

Missoula, Kalispell and Great Falls. While fee structures are not all the same, and exact comparisons are not always possible even with the same types of applications, Billings fees are competitive consistently lower than Missoula, similar to Bozeman in some fees, and moderately higher than Great Falls. More information on community comparisons will be provided during the Council presentation.

Attachments

Resolution

**ATTACHMENT A
RESOLUTION**

RESOLUTION NO. 20-_____

A RESOLUTION OF THE CITY OF BILLINGS, MONTANA PURSUANT TO §7-1-4123(7) MCA AND §3.01 OF THE CITY CHARTER AUTHORIZING AND ESTABLISHING FEES ASSOCIATED WITH VARIOUS APPLICATIONS AND SERVICES PROVIDED BY THE PUBLIC WORKS DEPARTMENT, AND PURSUANT TO ORDINANCE NO. 4314, AMENDED BY ORDINANCE NO. 4494, FOR FEES ASSOCIATED WITH VARIOUS APPLICATIONS AND SERVICES PROVIDED BY THE CITY PLANNING DIVISION.

WHEREAS, §7-1-4123(7) MCA provides that the imposition of a special assessment reasonably related to the cost of a special service or special benefit provided by a municipality or the imposition of a fee for the provision of a service is a legislative power of a municipality; and

WHEREAS, Ordinance No. 4314, amended by Ordinance No. 4494, provides that application fees shall be established by Resolution; and

WHEREAS, §3.01 of the City Charter vests all powers of the city in the Council and Mayor as the legislative branch;

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

1. PUBLIC WORKS FEES. The following fees as shown in Exhibit A are hereby established and are payable upon application;
2. EFFECTIVE DATE. The fees established herein and shown on Exhibit A shall become effective July 1, 2020 and remain in effect thereafter until changed by resolution. The Project Re:Code fees as shown in Exhibit B shall become effective upon adoption of Project Re:Code and remain in effect thereafter until changed by resolution.

PASSED AND ADOPTED this ____ day of _____, 2020.

THE CITY OF BILLINGS

BY: _____
William A. Cole, Mayor

ATTEST:

Denise Bohlman, City Clerk

FY2021 City Planning Application Fees

SUBDIVISION APPLICATION REVIEW FEES		Proposed FY 2021 Fees (PLN)	Proposed FY 21 Fees (ENG)	Total Fee - Planning and Engineering*
Pre-Application Meetings	(City Only)	\$ 482	\$ 220.00	\$702
Preliminary Major Plat	6 to 40 lots	\$ 3,654	\$ 705.00	\$4,359
	41 to 200 lots	\$ 6,385	\$ 705.00	\$7,090
	Over 200 lots	\$ 6,385	\$ 705.00	\$7,090
Preliminary Minor Plat		\$ 2,438	\$ 325.00	\$2,763
Preliminary Subsequent Minor Plat		\$ 2,438	\$ 325.00	\$2,763
Subdivision Variances (Processed with Subdivision Applications)	Residential	\$ 511		\$511
	Commercial	\$ 628		\$628
Phased Subdivision Opening		\$ 1,732		\$1,732
Final Major Plat				
(Fee at Check Print)	6 to 40 lots	\$ 1,732	\$ 255.00	\$1,987
	41 to 200 lots	\$ 2,859	\$ 440.00	\$3,299
	Over 200 lots	\$ 2,859	\$ 440.00	\$3,299
Final Minor Plat(Fee at Check Print)		\$ 1,583	\$ 255.00	\$1,838
Final Subsequent Minor Plat		\$ 1,583	\$ 255.00	\$1,838
Expedited Plat (Fee at Check Print)		\$ 1,485	\$ 350.00	\$1,835
**Exempt Plat (Fee at Check Print)				
		\$ 200		\$200
Corrections or Vacations of Recorded Final subdivision plats or				
		\$ 309		\$309
Corrections or Adjustments to Plats, Conditions, and supporting				
		\$ 309		\$309
Minor Adjustments				
Minor Adjustments		\$ 309		\$309
Major Adjustments				
	Major subdivisions affecting:			
	6 to 40 lots	\$ 1,540		\$1,540
	41 to 200 lots	\$ 4,621		\$4,621
	Over 200 lots	\$ 6,161		\$6,161
	Minor subdivisions	\$ 616		\$616
TAS/TIS Review			\$ 680.00	\$680
TAS/TIS Update Review			\$ 364.00	\$364

*Engineering charges for certain subdivision reviews in the City.

**Fee Set by State Law

NOTE: Fees are rounded to the nearest whole number

FY2021 City Planning Application Fees

PLANNING APPLICATION AND PERMIT REVIEW FEES		Proposed FY21 Fees
Annexations	Residential/Commercial	\$1,307
Deannexation	Residential/Commercial	\$1,307
Deposit for annexation application posting signs (to be refunded after sign is returned)		\$125
Limits of Annexation Map Amendment Urban Planning Study		\$817
Zone Change	Residential	\$1,062
	Commercial	\$1,470
Land Use Contrary to Zoning		\$121
Administrative Appeal of Zoning Interpretation		\$182
Special Review	Residential	\$1,062
	Commercial	\$1,470
Variance	Residential	\$531
	Commercial	\$653
Planned Unit Development	<5 acres	\$1,223
	>5 acres	\$1,960
Deposit for zoning application posting signs (refunded after sign returned)		\$100
Medical Corridor Review (City Only)		\$979
Temporary Use Permit	Initial review	\$247
	Annual review	\$163
	Bond	\$1,650
Temporary Sign Permits		\$16
Zoning Clarification (includes condo document review)	Written	\$77
	On-site visit	\$155
Zoning Compliance Review Residential	Residential	\$77
Zoning Compliance Review Commercial	Commercial	\$115
Planning Master Site Plan Review *Includes \$357 Eng. Rev. Fee		\$1,431
Signs* City (calculate two sides of sign in fee)		\$3.00 /sq.ft. (\$2.00 /sq.ft. with application, remaining at permit issuance)
Sign - Change of Face Only		\$28
Fence Permit (For Replacement and New Construction)		\$30
For all Zone Change applications resubmitted within 1 year of a withdrawal request made after the legal advertising		\$817
For all Special Review applications resubmitted within 1 year of a withdrawal request made after the legal advertising		\$817
For all Variance applications resubmitted within 1 year of a withdrawal request made after the legal advertising		\$817
TAS/TIS Review		\$680
TAS/TIS Update Review		\$364
TAS/Traffic and Queing mitigation		\$135

Engineering Site Plan Review

ENG Proposed Fee

Plan Review	Comm/Multi (< 1 acre)	\$250.00
Plan Review	Comm/Multi (>= 1 acre)	\$1,000.00
Plan Review	Garage	\$85.00
Plan Review	Residential	\$140.00

FY 21 Project Re:Code Fees		
Administrative Relief		
Base Fee	\$	175.00
Each Additional Rec	\$	75.00
Planned Neighborhood Development		
Neighborhood	\$	1,400.00
Comm/MU/TC	\$	2,250.00
Landscape Plan		
<1 Acre	\$	230.00
1-3 Acres	\$	345.00
3-5 Acres	\$	460.00
5+	\$	575.00
Proportionate Compliance		
Base	\$	115.00
Site (Add)	\$	75.00
Structure (Add)	\$	50.00
Code Interpretation		
	\$	77.00
Concept Development Meeting		
	\$	482.00
Amendments to Approved SR Uses		
	\$	115.00

Note: These fees are only intended to be collected once project Re:Code is adopted.

Regular City Council Meeting

Meeting Date: 06/22/2020

TITLE: Public Hearing and Resolution Adopting Revised Right-of-Way Fees

PRESENTED BY: Jennifer Duray

Department: Public Works

Division: Administration

RECOMMENDATION

Staff recommends that the City Council approve the resolution adopting the revised Public Works right-of-way fees.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

Public Works is proposing an updated right-of-way fee schedule and Resolution to the City Council to modify the amounts for FY21. Right-of-way fees are typically updated every 2 years so the adopted fees will be in place for fiscal years 21 and 22. Staff has performed an analysis of the costs of administration and inspection services incurred with regards to right-of-way permits and is recommending changes to the amounts to more appropriately assign costs to the services provided. The recommended fees are based on full cost recovery principles.

ALTERNATIVES

City Council may:

- Approve the resolution to update the existing fee schedule for right-of-way fees, or;
- Disapprove the resolution to update the existing fee schedule of right-of-way fees, or;
- Modify and approve the resolution to update the existing fee schedule of right-of-way fees.

FISCAL EFFECTS

The modified right-of-way fees will provide approximately \$41,000 of revenue to the Public Works Engineering Division in FY21.

Attachments

FY21 ROW Fee Resolution

RESOLUTION 20-

A RESOLUTION ADOPTING REVISED SCHEDULE OF RIGHT-OF-WAY FEES FOR THE PUBLIC WORKS DEPARTMENT

WHEREAS, it is essential to the public health, welfare, and safety of the inhabitants of the City of Billings and its environs to provide adequate inspection and administration of operations within the City right-of-way and to provide adequate funding to meet the cost of providing said services incurred in the administration of right-of-way permits; and

WHEREAS, it has become necessary in the operation of City Engineering services to revise the right-of-way fees to levels to be consistent with the costs of administration and inspection incurred relating to the services provided.

WHEREAS, the City Council of the City of Billings did adopt Ordinance No. 12-5574 on the 25th day of June 2012, providing for the billing of solid waste collection and disposal fees on a monthly basis; and

WHEREAS, said fees are established by resolution.

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

1. That the following schedule of fees are hereby established and shall become effective July 1, 2020 and remain in effect thereafter until changed by resolution.

Excavation

Utility Service	\$245.00
All Others	\$340.00

Surface

	<u>First 100'</u>	<u>> 100'</u>
Grass/Unimproved	\$85.00	\$1.10 per foot
Asphalt	\$200.00	\$2.25 per foot
Gravel Alley	\$140.00	\$1.00 per foot
Concrete - Sidewalk	\$225.00	\$1.00 per foot
Concrete - Curb & Gutter	\$225.00	\$1.00 per foot
Concrete - Approach	\$225.00	
Concrete - Grinding	\$60.00	
	\$10.00	per each additional on-site

Boring

\$380.00 per project (plus excavation costs)

<u>Pothole or Monitoring Well</u>	\$110.00 per project location
<u>Staking</u>	\$345.00 First 150' (> 150' = \$1.75 per foot)
<u>Permit Renewal</u>	\$65.00 per 1-year extension
<u>Encroachment Permit</u>	\$65.00
<u>Storm Drain Connection</u>	\$140.00

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the ____th day of _____ 2020.

CITY OF BILLINGS

By: _____
William A. Cole, Mayor

ATTEST:

By: _____
Denise Bohlman, City Clerk

Regular City Council Meeting

Meeting Date: 06/22/2020

TITLE: Public Hearing of Resolution Approving and Adopting the FY21 Budget

PRESENTED BY: Andy Zoeller, Finance Director

Department: Finance

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing on June 22nd and approve the resolution approving and adopting the Fiscal Year 21 budget.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

The attached resolution and exhibit provides for the formal adoption of the Fiscal Year 2021 budget. The proposed budget has been available for review since April 30, 2020. City Council has committed six (6) meetings regarding the proposed budget. Section 2 of these resolutions allows the City Administrator to amend this budget for Debt Service Funds, Federal and State Grants, Special Assessment and donations accepted and approved by the City Council. The City Council authorizes issuing debt and acceptance of grants and donations, other than donations which are handled per administrative order. Approving budget amendments to allow these expenditures is therefore redundant.

The following changes are recommended to the original proposed budget, and are identified in the budget resolution:

At the City Council work session on June 15, 2020, City Council directed staff to bring back a budget that included the following changes:

1. Leave most of the Parks, Recreation, Public Lands (PRPL) Department expenses in the General Fund. Council wanted to see \$1.0M of eligible PRPL expenses moved from the General Fund to the Park District 1 Fund. This is being accomplished by moving the Parks & Forestry division operation and maintenance costs into Park District 1.
2. Reduce Police, Fire, and PRPL budgets in the General and Public Safety Funds by \$750,000
 - a. **Fire** – Reductions in the Fire Department budget include reductions in fuel, deferred station maintenance, overtime, and apparatus maintenance. (\$258,000)
 - b. **Police** – Reductions in the Police Department budget are recommended through reduction in fuel and vacancy savings by holding open 4 vacant positions. (\$269,632)
 - c. **Parks** – The Parks department accomplished this through a combination of cuts in expenditures and proposed increases in revenue. The reductions consist of vacancy savings, removal of the Buckthorn Invasive Species program, cemetery software purchase, senior center fitness equipment purchase, website update, and the elimination of the forestry contract services. Rate increases are proposed for all pool admissions and passes, park shelter and building rentals, and park use permits. A proposed fee schedule is attached for reference.
3. Remove the Public Information Officer & Lean Six Sigma expenses from the proposed budget.

4. Remove the Asset Management position from the Proposed budget

Other Recommended Changes

At the City Council work session on June 1st, 2020, the staff presented the following budget changes to the proposed budget:

1. Reduction in estimated FY21 fuel expenses
2. Reduction to the Airport Fund capital budget, as a project was entered twice.
3. Reduction in anticipated Liability insurance premiums, as actual premiums are known
4. Increase in Fleet Services Budget for fleet management software. This project was budgeted based upon an estimated amount, but the RFP has now been completed and actual costs are known. A contract award will come to council in the future, pending budgetary approval.

The original proposed budget was \$319,384,083 for FY21. With all of the changes above, the total FY21 budget is reduced to \$316,496,155.

Original Proposed FY21 Budget	319,384,083
Removal of duplicate Airport Project	-300,000
Reduction in Liability Insurance	-300,000
Additional Fleet Services Expense	115,000
Reduction in Fuel Expense	-102,000
Police Department Reduction	-269,632
Fire Department Reduction	-258,000
Parks Department Reduction	-166,000
Removal of PRPL Asset Mgmt Position	-75,029
Removal of Public Information Officer and Lean Six Program	-902,000
Reduction in General Fund Transfer to Public Safety Fund	<u>-630,267</u>
Net Change in FY21 Proposed Budget	-2,813,928
Total FY21 Proposed Budget	316,496,155

With all of the adjustments above, and assuming an increase in Parks and Recreation Revenue, the use of General Fund reserves to balance the FY21 budget is \$4,695,264.

ALTERNATIVES

The City Council must hold a public hearing on June 22nd and then may:

- Approve the resolution, or;
- Disapprove the resolution, or;
- Delay adoption of the resolution

Delaying approval of the resolutions beyond July 1, 2020, may cause City departments to delay capital projects and purchasing some operating supplies or services. Not approving the resolutions may violate State law, which requires cities to adopt their budgets and to set tax levies no later than 30 days after receiving the Dept. of Revenue Certified Taxable Value Statement (approximately August 1).

FISCAL EFFECTS

The resolution sets the spending limits for each City Fund. Amendments during the year are accomplished in exactly the same manner as the original adoption, with the few exceptions noted in the resolutions. The total budget for FY 2021 is \$316,570,155. The summary of the FY21 budget attachment (Exhibit A) is as follows:

General and Public Safety Funds	\$ 89,610,389
Special Revenue Funds	62,999,171
Debt Service Funds	4,758,842
Capital Project Funds	5,990,363
Enterprise Funds	122,317,676
Internal Service Funds	30,814,114
Permanent Fund	<u>5,600</u>
Total	\$ 316,496,155

Attachments

FY21 Budget Resolution and Exhibit
Proposed Parks & Rec Fee Adjustment List



RESOLUTION NO. _____

**A RESOLUTION APPROVING AND ADOPTING THE BUDGET FOR
THE CITY OF BILLINGS, MONTANA FOR FISCAL YEAR 2021**

WHEREAS, the City Administrator of the City of Billings has regularly and lawfully submitted to the City Council of the City of Billings, Montana, the budget for Fiscal Year 2021; and

WHEREAS, the proper notice was published stating that said City Council has completed the PRELIMINARY MUNICIPAL BUDGET for said Fiscal Year, and that said budget has been placed on file and is open to inspection in the office of the City Clerk; and that said City Council would meet for the purpose of annually determining, approving and adopting the budget, and any taxpayer might appear and be heard.

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

Section 1: That the Expenditure Budget for Fiscal year 2021 as detailed in the budget report and as amended by the City Council and further detailed on EXHIBIT "A", be, and the same is hereby finally determined, approved, and adopted.

Section 2: That the City Administrator is authorized to amend this budget for the expenditure of additional funds from the following: Debt Service Funds, Federal, State Grants, special assessments and donations accepted and approved by the City Council.

PASSED AND APPROVED by the City Council this 22nd day of June, 2020.

CITY OF BILLINGS:

BY: _____
William A. Cole, Mayor

ATTEST:

BY: _____
Denise R. Bohlman, City Clerk

Exhibit A

Fund/Department	Original Proposal	Additions 6/15/2020	Deletions 6/15/2020	Final Budget	
General Operating Fund:					
Mayor & City Council	264,919			264,919	
City Administrator	1,930,702		902,000	1,028,702	Remove PIO & LSS
Human Resources	825,565			825,565	
City Attorney	2,092,530			2,092,530	
Municipal Court	1,479,095			1,479,095	
Finance	1,552,163			1,552,163	
Code Enforcement	575,602			575,602	
Parks, Recreation & Public Lands	-	4,738,732	241,029	4,497,703	Removal of Asset Coord, plus recommended park cuts
Non-Departmental	30,695,113		630,267	30,064,846	
Total General Fund	39,415,689	4,738,732	1,773,296	42,381,125	Leave \$1M in Park District 1, move the remaining amounts to General Fund
Public Safety Fund:					
Police	26,195,458		269,632	25,925,826	
Fire	21,561,438		258,000	21,303,438	
Total Public Safety Fund	47,756,896	-	527,632	47,229,264	Police & Fire Vacancy Savings, Fuel, Deferred Maint.
Special Revenue Fund:					
Miller Crossing Tax Increment	-			-	
South Tax Increment	3,903,620			3,903,620	
East Tax Increment	792,720			792,720	
North 27th Street Tax Increment	3,318,592			3,318,592	
Gas Tax	4,723,100			4,723,100	
Building Inspection	2,298,026			2,298,026	
Street & Traffic Operating	9,984,669		28,000	9,956,669	Reduction in Fuel
Fire Programs	340,950			340,950	
EOC 9-1-1 Grant	1,127,522			1,127,522	
City/County Planning	1,871,778			1,871,778	
City Attorney Grants	315,285			315,285	
Municipal Court Grants	684,410			684,410	
Police Programs	1,306,481			1,306,481	
City County Library	3,959,113			3,959,113	
Development Services Grants	1,453,351			1,453,351	
Park Programs	49,221			49,221	
Downtown Revolving Loan Program	226,247			226,247	
Cemetery Improvement	48,000			48,000	
Street Maintenance Districts	9,355,498			9,355,498	
Street Light Districts	2,988,232			2,988,232	
Storm Sewer Operating	5,783,632			5,783,632	
Park Maintenance District	855,923			855,923	
Park District 1	7,793,852		4,738,732	3,055,120	
Arterial Street Fees Operating	4,211,925			4,211,925	
Amend Park	60,214			60,214	
Ballfield Stadium Donations	100,885			100,885	
Road Maintenance Dist	365			365	
Sidewalk Hazard Repair	182,000			182,000	
Ballpark Repair Fund	30,292			30,292	
Total Special Revenue Fund	67,765,903	-	4,766,732	62,999,171	

Exhibit A cont.

<u>Fund/Department</u>	<u>Original Proposal</u>	<u>Additions 6/15/2020</u>	<u>Deletions 6/15/2020</u>	<u>Final Budget</u>
Debt Service Fund:				
Special Improvement Debt	857,500			857,500
Series 2010 Parks Debt	123,551			123,551
Series 2004A Street Debt	351,807			351,807
Storm Sewer Debt	1,013,595			1,013,595
Sidewalk, Curb & Gutter Debt	462,900			462,900
Series 2015 Baseball Refunding	763,033			763,033
Series 2012 Library	1,186,456			1,186,456
Total Debt Service Fund	4,758,842	-	-	4,758,842
Capital Projects Fund:				
Urban Renewal Land Development	62,809			62,809
Sidewalk Construction	1,210,000			1,210,000
Special Improvement Districts	2,480,000			2,480,000
Capital Replacement	2,227,554			2,227,554
Dog Park Construction	10,000			10,000
Total Capital Project Fund	5,990,363	-	-	5,990,363
Enterprise Fund:				
Water	27,138,466			27,138,466
Wastewater	26,999,429			26,999,429
Parking	1,955,379			1,955,379
Solid Waste	17,020,023		74,000	16,946,023
Airport	42,101,044		300,000	41,801,044
Transit	7,477,335			7,477,335
Total Enterprise Fund	122,691,676	-	374,000	122,317,676
Internal Service Fund:				
Fleet Services	2,016,649	115,000		2,131,649
Central Services	63,949			63,949
Information Resources	2,702,706			2,702,706
City Health Benefits	14,533,439			14,533,439
Central Telephone	501,543			501,543
Radio Communications	279,534			279,534
Property Insurance	2,880,827		300,000	2,580,827
Facilities Management	1,926,877			1,926,877
Public Works Administration	2,918,636			2,918,636
Public Works Engineering	3,174,954			3,174,954
Total Internal Service Fund	30,999,114	115,000	300,000	30,814,114
Permanent Fund				
Cemetery Perpetual Care	5,600			5,600
Total Permanent Fund	5,600	-	-	5,600
Total All Funds	319,384,083	4,853,732	7,741,660	316,496,155

Fuel reduction

Correction for a Capital Project entered twice.

Additional budget for Fleet Management Software RFP

Reduction in Liability Insurance Premium

DAILY POOL ADMISSION FEES

		<u>Current</u>	<u>Proposed</u>
South Park Pool	Youth 5-17	\$2.00	\$3.00
	Adult 18 & Up	\$4.00	\$5.00
Rose Park Pool	Youth 5-17	\$3.00	\$4.00
	Adult 18 & Up	\$6.00	\$7.00

NO CHANGE for Scholarship Individual Pool Pass - Choice of 20 punch pass for Rose Park Pool or unlimited season pass for South Pool - \$5.00 per individual pass issued

ROSE PARK POOL WATERSLIDE FEES (In addition to admission fee)

Single Slide	\$1.00	\$1.00
All Day Youth (17 & Under)	\$3.00	\$4.00
All Day Adult (18 & Up)	\$4.00	\$5.00
Waterslide Punch Card (25 punches)	\$55.00	\$80.00
For ages 17 & Under non-replaceable/non-refundable		

POOL SEASON PASSES

South Park Pool	Youth 5-17 Pass	\$25.00	\$35.00
	Adult 18 & Up Pass	\$60.00	\$70.00
	Family Pass	\$75.00	\$90.00
	Add Family Member	\$10.00	\$20.00
	Family Pass includes a Household of 4 members, previously 5		
Rose Park Pool	Youth 7-17 Pass	\$60.00	\$80.00
	Adult 18 & Up Pass	\$120.00	\$140.00
	Family Pass	\$180.00	\$220.00
	Add Family Member	\$10.00	\$20.00
	Family Pass includes a Household of 4 members, previously 5		

SWIMMING POOL PRIVATE RENTAL FEES (Limited hours available)

Swim Team Pool Rentals	\$ 75/Day	\$100.00
Rose Pool Rental	\$175/Hour	\$200.00
Rose Waterslide Rental	\$125/Hour	\$150.00
Entire Rose Pool Complex Rental	\$250/Hour	\$300.00
South Park Pool Rental	\$100/Hour	\$125.00

PARK SHELTER RENTAL FEES

All shelters without electricity available	\$40/Day	\$65.00
All shelters with electricity available	\$50/Day	\$75.00
All Park Shelters with enclosed service kitchen areas	\$100/Day	\$150.00
All Park Craft Houses	\$100/Day	\$150.00

NEIGHBORHOOD CENTER RENTAL FEES

North Park Recreation Center - Hourly	\$ 35	\$45.00
North Park Recreation Center - ½ Day	\$125	\$150.00
North Park Recreation Center - All Day	\$250	\$300.00
Zimmerman Recreation Center - Hourly	\$ 30	\$40.00
Zimmerman Recreation Center - ½ Day	\$100	\$125.00
Zimmerman Recreation Center - All Day	\$200	\$250.00
All Rentals – Damage Deposit Required (Refundable)	\$250	\$300.00

PARK USE PERMITS

General Park Use Permits	\$100.00	\$150.00
Primary User Ball Field Permits	\$50/season	\$75.00
Secondary User Ball Field Permits	\$25/season	\$50.00

Regular City Council Meeting

Meeting Date: 06/22/2020

TITLE: Public Hearing and Resolutions Setting Annual Levy/Assessments for Fiscal Year 2021

PRESENTED BY: Andy Zoeller, Finance Director

Department: Finance

RECOMMENDATION

Staff recommends that the City Council conduct one public hearing for all of the levies/assessments and approve each individual resolution. These levies/assessments are listed as sub items under one agenda item. The Council may conduct one public hearing where anyone may speak about any of the levies/assessments. After the public hearing is closed, the Council will need to take action on each individual levy/assessment resolution. All resolutions may be approved by a majority vote.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

The following property tax levy and annual assessment resolutions have been completed by the Finance Department and the levies/assessments are ready to be spread on the tax files.

Downtown Business Improvement District
Mill Levy Rates for General Fund, Transit, Library & Public Safety 1
Tourism Business Improvement District

The mills will remain the same at 109 in FY 2021 for General Fund, Transit, Library, and Public Safety 1 levies. The TBID assessment is \$2 per rented room per night and has not changed from last year. The DBID assessment is based on many factors which includes total square footage, count of all parcels, total taxable value, and total building square footage within the district. For FY 2021 the assessments for the DBID total \$408,936.72.

ALTERNATIVES

City Council may:

- Approve, or;
- Disapprove and provide additional guidance to staff.
- Amend and approve the resolutions

FISCAL EFFECTS

Establishing these mills will allow the City's General, Public Safety I, Transit, and Library funds to collect the maximum allowed by the Charter for the upcoming fiscal year.

Attachments

BID Resolution

Mill Levy Resolution

TBID Resolution

RESOLUTION 20- _____

A RESOLUTION LEVYING AND ASSESSING PROPERTIES FOR THE PURPOSE OF PROVIDING AND MAINTAINING THE COMMON AREA IMPROVEMENTS MADE IN DOWNTOWN, CITY OF BILLINGS, PROVIDING FOR NOTICE, HEARING AND ADOPTION.

WHEREAS, Billings, Montana City Code provides for assessment for public improvements and maintenance, including but not limited to public sidewalk sweeping, security, public sidewalk snow removal, litter control, graffiti removal, and abatement of other services that are requested by the downtown property owners.

WHEREAS, said Billings, Montana City Code provides that the City Council shall fix, levy, and assess said charge on or before the second Monday in August.

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

1. SERVICE CHARGE FOR FISCAL YEAR 2021. The Business Improvement District assessment for the fiscal year 2021 is hereby fixed, levied and assessed against each and every parcel of real property within the B.I. D. Each parcel shall pay to the City that portion of the total Business Improvement District assessment imposed annually. The assessment is a calculation based on square footage, taxable market value, and building square footage. See Exhibit A

2. NOTICE OF HEARING. On Monday, June 22, 2020, at 5:30 o'clock p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council will hear objections to the adoption of this resolution.

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

ADOPTED and APPROVED by the City Council on the 22nd day of June, 2020.

CITY OF BILLINGS:

BY: _____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise R. Bohlman, CITY CLERK

<u>Tax ID</u>		<u>Assessment</u>
A00001	\$	496.73
A00004	\$	166.73
A00006	\$	193.54
A00007	\$	215.81
A00008	\$	105.98
A00009	\$	180.70
A00010	\$	313.59
A00011	\$	1,178.13
A00016	\$	563.88
A00041	\$	791.99
A00042	\$	1,006.58
A00042A	\$	676.12
A00050	\$	212.27
A00051	\$	377.49
A00056	\$	2,412.09
A00062	\$	259.04
A00063	\$	1,372.76
A00064	\$	261.35
A00065	\$	303.22
A00066A	\$	488.70
A00067	\$	328.17
A00068A	\$	346.11
A00069	\$	265.59
A00070	\$	120.31
A00071	\$	396.78
A00072	\$	206.67
A00073	\$	156.35
A00073A	\$	89.33
A00073B	\$	91.70
A00074	\$	278.30
A00075	\$	377.32
A00075A	\$	927.85
A00075B	\$	168.71
A00196B	\$	1,165.00
A00202	\$	121.91
A00203	\$	96.08
A00204	\$	169.92
A00206	\$	155.08
A00207	\$	307.32
A00208	\$	120.51
A00209	\$	103.01

A00210	\$	103.01
A00211	\$	120.51
A00212	\$	224.37
A00215	\$	190.32
A00216	\$	288.35
A00217	\$	153.14
A00218	\$	131.13
A00219	\$	352.59
A00222	\$	151.96
A00224	\$	120.60
A00225	\$	402.87
A00235	\$	1,043.63
A00236	\$	120.42
A00241	\$	168.09
A00242	\$	133.62
A00243	\$	135.00
A00244	\$	386.10
A00247	\$	466.99
A00251	\$	1,973.24
A00252	\$	241.58
A00254	\$	194.62
A00255	\$	509.22
A00256	\$	2,552.01
A00257	\$	194.90
A00258	\$	646.42
A00260	\$	565.52
A00261	\$	1,639.95
A00262	\$	1,940.26
A00263	\$	3,498.02
A00264	\$	4,762.28
A00269	\$	1,214.36
A00270	\$	258.91
A00271	\$	7,466.08
A00273	\$	1,044.59
A00276	\$	198.00
A00277	\$	190.04
A00278	\$	169.28
A00279	\$	192.42
A00280	\$	268.58
A00282	\$	514.42
A00285	\$	547.60
A00290	\$	225.70
A00292	\$	295.87

A00342	\$	120.51
A00343	\$	155.50
A00344	\$	189.28
A00345	\$	155.41
A00346	\$	617.41
A00347	\$	498.45
A00349	\$	828.47
A00351	\$	2,845.60
A00352	\$	1,688.56
A00357	\$	154.61
A00359	\$	292.46
A00360	\$	4,253.34
A00362	\$	402.59
A00363	\$	719.46
A00364	\$	1,564.14
A00365	\$	1,740.79
A00366	\$	2,795.71
A00367	\$	367.49
A00367A	\$	168.97
A00367B	\$	147.41
A00367C	\$	259.68
A00368	\$	1,808.75
A00372	\$	1,870.77
A00373	\$	913.51
A00374	\$	751.16
A00375	\$	3,030.43
A00376	\$	1,376.72
A00379	\$	262.83
A00382	\$	1,780.87
A00383	\$	853.08
A00389	\$	442.86
A00394	\$	190.45
A00395	\$	122.06
A00396	\$	120.67
A00397	\$	150.71
A00398	\$	165.69
A00399	\$	154.46
A00400	\$	230.23
A00401	\$	331.86
A00402	\$	120.51
A00406	\$	310.77
A00408	\$	153.53
A00409	\$	153.27

A00410	\$	84.90
A00411	\$	84.90
A00414	\$	551.56
A00416	\$	84.77
A00417	\$	112.04
A00418	\$	92.14
A00419	\$	95.18
A00420	\$	102.54
A00421	\$	140.81
A00422	\$	89.87
A00423	\$	89.82
A00424	\$	81.58
A00425	\$	88.22
A00426	\$	232.19
A00429	\$	110.45
A00430	\$	87.39
A00431	\$	139.21
A00432	\$	102.49
A00433	\$	125.49
A00434	\$	123.88
A00566	\$	640.07
A00566B	\$	440.69
A00567	\$	198.56
A00568	\$	619.97
A00569	\$	78.62
A00570	\$	85.20
A00573	\$	367.98
A00574	\$	298.47
A00576	\$	146.72
A00577	\$	131.14
A00578	\$	110.89
A00579	\$	156.21
A00580	\$	101.75
A00583	\$	124.91
A00584	\$	139.26
A00585	\$	92.16
A00586	\$	151.54
A00587	\$	211.51
A00588	\$	130.01
A00589	\$	160.71
A00590	\$	154.40
A00591	\$	120.22
A00592	\$	107.46

A00593	\$	106.86
A00594	\$	556.03
A00598	\$	120.51
A00599	\$	210.97
A00600	\$	209.52
A00601	\$	95.14
A00602	\$	148.48
A00603	\$	287.95
A00604	\$	212.48
A00605	\$	115.62
A00606	\$	119.90
A00607	\$	251.26
A00609	\$	326.66
A00610	\$	120.46
A00611	\$	957.92
A00612	\$	445.25
A00613	\$	1,228.59
A00616	\$	614.43
A00617	\$	248.72
A00618	\$	3,491.13
A00620	\$	8,955.38
A00624	\$	6,298.63
A00630	\$	2,327.74
A00630A	\$	133.00
A00631	\$	358.31
A00632	\$	91.73
A00633	\$	133.62
A00634	\$	793.78
A00635	\$	982.84
A00636	\$	933.50
A00637	\$	1,482.63
A00638	\$	815.45
A00639	\$	902.45
A00640A	\$	124.70
A00640B	\$	86.51
A00640C	\$	102.71
A00640D	\$	125.91
A00640E	\$	90.69
A00640F	\$	387.52
A00640H	\$	119.46
A00640I	\$	117.28
A00640J	\$	114.90
A00640K	\$	133.76

A00640L	\$	114.90
A00640N	\$	114.90
A00640O	\$	114.90
A00640P	\$	100.78
A00640Q	\$	100.78
A00640R	\$	100.78
A00640S	\$	114.90
A00640T	\$	100.78
A00640U	\$	100.78
A00640V	\$	101.38
A00641	\$	1,024.29
A00642A	\$	387.94
A00642B	\$	457.94
A00642C	\$	71.86
A00643	\$	1,234.96
A00644	\$	1,307.20
A00645	\$	1,235.35
A00647	\$	1,356.69
A00648	\$	572.98
A00648A	\$	631.69
A00649	\$	877.74
A00650	\$	949.41
A00651	\$	1,574.74
A00652	\$	196.95
A00653	\$	114.92
A00654	\$	114.92
A00655	\$	311.60
A00656	\$	245.60
A00658	\$	189.30
A00659	\$	410.71
A00660	\$	190.47
A00663	\$	120.84
A00664	\$	290.60
A00665	\$	408.64
A00667	\$	640.19
A00671	\$	269.14
A00673	\$	190.36
A00676	\$	159.48
A00677	\$	120.51
A00678	\$	120.68
A00679	\$	144.52
A00740	\$	82.58
A00741	\$	134.95

A00742	\$	193.53
A00744	\$	130.33
A00745	\$	147.82
A00746	\$	205.17
A00747	\$	249.35
A00748	\$	97.16
A00749	\$	323.94
A00753	\$	352.26
A00755	\$	243.18
A00756	\$	462.80
A00757	\$	176.29
A00758	\$	323.30
A00759	\$	192.31
A00760	\$	226.19
A00762	\$	231.20
A00763	\$	397.54
A00765	\$	688.29
A00766	\$	508.16
A00768	\$	325.12
A00769	\$	285.92
A00770	\$	585.26
A00771	\$	1,028.88
A00773	\$	176.01
A00774	\$	275.66
A00775	\$	627.11
A00776	\$	1,028.02
A00778	\$	1,159.77
A00780	\$	509.09
A00781	\$	1,266.26
A00782	\$	418.87
A00783	\$	1,534.82
A00786	\$	861.16
A00787	\$	5,071.50
A00789A	\$	116.50
A00789B	\$	95.22
A00789C	\$	93.46
A00789D	\$	97.55
A00789E	\$	84.05
A00789F	\$	87.82
A00789G	\$	95.63
A00789H	\$	209.87
A00794B	\$	114.45
A00794C	\$	227.60

A00794D	\$	534.74
A00795	\$	6,646.61
A00796A	\$	120.66
A00796B	\$	260.21
A00796C	\$	93.39
A00796D	\$	127.57
A00796E	\$	96.59
A00796F	\$	121.68
A00796G	\$	142.96
A00796H	\$	73.36
A00796I	\$	73.36
A00796J	\$	73.36
A00796K	\$	67.34
A00796L	\$	73.36
A00796N	\$	73.36
A00796O	\$	74.93
A00796P	\$	74.93
A00796Q	\$	74.93
A00796R	\$	67.34
A00796S	\$	73.36
A00796T	\$	73.36
A00801A	\$	207.56
A00804	\$	10,144.46
A00806	\$	1,190.61
A00807	\$	473.26
A00808	\$	440.21
A00809	\$	332.18
A00810	\$	1,101.51
A00811	\$	360.83
A00812	\$	385.38
A00813	\$	760.94
A00814	\$	987.16
A00815	\$	1,146.86
A00816	\$	1,616.53
A00817	\$	1,178.83
A00818	\$	480.03
A00820	\$	1,311.71
A00821	\$	462.26
A00822	\$	507.84
A00823	\$	615.27
A00824	\$	1,202.29
A00826	\$	1,447.82
A00827	\$	406.99

A00828	\$	551.96
A00830	\$	385.76
A00831	\$	405.82
A00832	\$	1,120.57
A00832A	\$	569.39
A00833	\$	1,295.73
A00834	\$	720.90
A00835	\$	1,429.99
A00836	\$	1,407.71
A00837	\$	523.72
A00838	\$	1,291.71
A00839	\$	3,451.05
A00840	\$	1,418.77
A00843	\$	204.17
A00844	\$	154.34
A00845	\$	157.50
A00846	\$	151.07
A00846A	\$	266.34
A00847	\$	109.92
A00849	\$	648.97
A00851	\$	313.87
A00854	\$	272.31
A00855A	\$	363.79
A00883	\$	664.63
A00884	\$	433.27
A00885	\$	301.67
A00886	\$	489.08
A00886A	\$	257.25
A00887	\$	334.98
A00888	\$	560.91
A00889	\$	333.18
A00891	\$	84.18
A00892	\$	256.62
A00894	\$	134.20
A00895	\$	147.75
A00896	\$	338.40
A00897	\$	235.39
A00900	\$	84.72
A00901	\$	84.72
A00902	\$	279.26
A00908	\$	137.58
A00909	\$	141.98
A00910	\$	119.51

A00911	\$	129.94
A00912	\$	89.58
A00913	\$	119.01
A00914	\$	132.00
A00915	\$	143.77
A00916	\$	134.69
A00917	\$	291.77
A00918	\$	154.69
A00920A	\$	57.13
A00920B	\$	57.13
A00920C	\$	54.52
A00920D	\$	54.53
A00920E	\$	54.25
A00920F	\$	54.52
A00920G	\$	57.13
A00920H	\$	57.14
A00920I	\$	54.21
A00920J	\$	54.26
A00920K	\$	54.23
A00920L	\$	54.25
A00921	\$	133.57
A00922	\$	124.64
A00923	\$	193.20
A00924	\$	189.65
A00925	\$	174.97
A00926	\$	112.70
A00927	\$	107.92
A00928	\$	210.85
A00931	\$	145.67
A00936	\$	525.74
A00939	\$	647.94
A00949	\$	3,489.08
A00953	\$	256.64
A00954	\$	85.27
A00956	\$	86.30
A00957	\$	190.08
A00959	\$	494.32
A00963	\$	118.74
A00964	\$	354.90
A00968	\$	279.39
A00970	\$	235.39
A00971	\$	457.98
A00976	\$	171.82

A00977	\$	119.51
A00981	\$	311.50
A00982	\$	235.90
A00985	\$	158.33
A00988	\$	147.93
A00995	\$	369.15
A01010	\$	220.27
A01012	\$	116.65
A01013	\$	119.51
A01014	\$	132.56
A01015	\$	129.30
A01019	\$	223.09
A01019A	\$	166.45
A01022	\$	273.34
A01024	\$	141.61
A01028	\$	509.27
A01030	\$	220.23
A01032	\$	187.70
A01035	\$	211.62
A01041	\$	462.13
A01043	\$	148.54
A01044	\$	86.99
A01045	\$	87.14
A01046	\$	114.04
A01047	\$	128.05
A01048	\$	121.34
A01049	\$	82.12
A01050	\$	87.24
A01057	\$	120.39
A01058	\$	120.49
A01059	\$	170.65
A01123	\$	202.02
A01124	\$	290.10
A01125	\$	132.25
A01131	\$	96.40
A01132	\$	80.22
A01133	\$	121.65
A01134	\$	118.45
A01135	\$	118.45
A01136A	\$	84.90
A01137	\$	154.30
A01138	\$	449.46
A01142	\$	119.51

A01144	\$	154.59
A01145	\$	124.67
A01146	\$	118.45
A01147B	\$	230.67
A01151A	\$	229.85
A01152	\$	61.22
A01153	\$	114.47
A01155	\$	462.79
A01161	\$	211.28
A01163	\$	149.91
A01165	\$	270.47
A01168	\$	280.45
A01170	\$	173.35
A01171	\$	87.12
A01172	\$	125.71
A01180	\$	3,645.59
A01191	\$	222.52
A01191A	\$	84.72
A01192	\$	293.73
A01193	\$	121.49
A01194	\$	122.36
A01195	\$	68.26
A01195A	\$	69.89
A01196	\$	86.46
A01197	\$	191.36
A01198	\$	177.29
A01200	\$	125.44
A01201	\$	151.51
A01202	\$	84.90
A01203	\$	120.20
A01204	\$	118.45
A01205	\$	134.29
A01206	\$	118.45
A01207	\$	121.95
A01208	\$	122.67
A01209	\$	155.44
A01210	\$	207.68
A01210A	\$	66.47
A01210B	\$	66.47
A01210C	\$	63.58
A01210D	\$	61.53
A01212	\$	548.45
A01218	\$	103.97

A01219	\$	70.59
A01220	\$	124.88
A01221	\$	119.51
A01222	\$	122.30
A01223	\$	118.45
A01224	\$	119.51
A01225	\$	187.96
A01226	\$	325.19
A01231	\$	94.62
A01233	\$	119.51
A01234	\$	119.51
A01235	\$	89.44
A01236	\$	87.76
A01237	\$	122.93
A01238	\$	124.50
A01239	\$	84.90
A01240	\$	84.07
A01241	\$	118.45
A01242	\$	121.88
A01245	\$	117.37
A01246	\$	1,054.19
A01249	\$	362.36
A01250	\$	104.63
A01251	\$	104.63
A01252	\$	104.63
A01253	\$	109.98
A01254	\$	77.43
A01256	\$	176.11
A01258	\$	146.43
A01259	\$	256.76
A01264	\$	121.53
A01266	\$	82.87
A01266A	\$	307.83
A01266B	\$	83.40
A01273	\$	153.22
A01274	\$	263.85
A01279	\$	243.02
A01280	\$	236.61
A01281	\$	164.70
A01283	\$	147.97
A01284	\$	88.01
A01285	\$	182.42
A01287	\$	118.47

A01288	\$	105.95
A01289	\$	169.00
A01291	\$	296.56
A01292	\$	92.27
A01293	\$	535.31
A01294	\$	884.40
A01298	\$	280.89
A01299	\$	141.29
A01300	\$	246.50
A01301	\$	143.04
A01302	\$	125.65
A01303	\$	137.99
A01304	\$	297.93
A01305	\$	281.65
A01308	\$	79.29
A01309	\$	127.07
A01310	\$	130.84
A01311	\$	133.65
A01534	\$	537.31
A01539	\$	485.01
A01540	\$	227.75
A01541	\$	219.56
A01545	\$	219.56
A01548	\$	125.39
A01549	\$	141.84
A01550	\$	119.51
A01551	\$	142.48
A01552	\$	118.45
A01553	\$	123.53
A01554	\$	464.56
A01560	\$	651.61
A01567	\$	1,339.82
A01688	\$	3,878.85
A01689	\$	152.92
A01690	\$	119.51
A01691	\$	153.77
A01692	\$	207.72
A01694	\$	195.42
A01696	\$	641.03
A01699	\$	2,989.87
A01711	\$	333.16
A01909	\$	2,928.11
A01916	\$	201.54

A01918	\$	114.04
A01919	\$	114.04
A01921	\$	179.94
A01926	\$	545.83
A01932	\$	120.69
A01933	\$	85.11
A01933A	\$	310.85
A01933B	\$	748.50
A01935	\$	77.82
A01936	\$	123.26
A01937	\$	121.25
A01938	\$	105.93
A01939	\$	128.32
A01940	\$	122.14
A01941	\$	125.53
A01943	\$	418.38
A01944	\$	370.37
A01945	\$	204.79
A01946	\$	253.51
A01947	\$	368.62
A01951	\$	118.45
A01953	\$	118.45
A01954	\$	80.75
A01955	\$	82.00
A01956	\$	87.81
A01957	\$	73.68
A01958	\$	67.42
A01959	\$	78.25
A01960	\$	200.95
A01963	\$	183.35
A01963A	\$	328.87
A01964	\$	177.61
A01968	\$	392.43
A02005A	\$	3,998.70
A05968	\$	4,242.63
A07113	\$	206.82
A07115B	\$	150.02
A07115C	\$	146.56
A07116	\$	295.95
A07119	\$	176.82
A07120	\$	322.42
A07125	\$	629.52
A07129	\$	133.00

A07131	\$	3,421.07
A07141	\$	116.90
A07142	\$	685.91
A07149	\$	322.16
A07153	\$	231.97
A07155	\$	231.00
A07179	\$	241.21
A07180	\$	158.85
A07181	\$	166.87
A07182	\$	248.36
A07191	\$	116.05
A07192	\$	295.26
A07196	\$	276.94
A07201	\$	158.94
A07212	\$	454.53
A07225	\$	1,447.86
A07229	\$	138.70
A07230	\$	283.01
A07249	\$	1,085.02
A07258	\$	268.23
A07260	\$	219.42
A07262	\$	608.39
A07265	\$	111.42
A07266	\$	99.10
A07267	\$	141.12
A07272	\$	95.79
A07273	\$	209.05
A07273A	\$	72.85
A07276	\$	163.11
A07279	\$	186.54
A07281	\$	436.19
A07282	\$	118.45
A07283	\$	204.14
A07285	\$	197.20
A07286	\$	127.18
A07287	\$	166.84
A07288	\$	140.43
A07290	\$	72.68
A07291	\$	163.11
A07293	\$	356.51
A07295	\$	153.18
A07296	\$	142.13
A07297	\$	210.35

A07317	\$	888.65
A07324	\$	1,723.08
A07331	\$	216.32
A07332	\$	113.28
A07332A	\$	156.15
A07333	\$	159.53
A07334	\$	355.35
A07335	\$	133.62
A07336	\$	133.62
A07337	\$	133.62
A07338	\$	137.44
A07339	\$	216.66
A07341A	\$	252.77
A07345	\$	2,594.20
A07348	\$	242.61
A07350	\$	257.82
A07352	\$	175.90
A07353	\$	284.47
A07355	\$	174.82
A07356	\$	236.09
A07356A	\$	659.47
A07357	\$	386.03
A07361	\$	282.22
A07363	\$	234.60
A07364	\$	2,007.69
A07366	\$	4,662.55
A07369	\$	1,245.65
A07370	\$	542.32
A07371A	\$	133.62
A07371B	\$	133.62
A07372	\$	2,750.87
A07376A	\$	68.96
A07376B	\$	71.48
A07376C	\$	71.46
A07376D	\$	69.73
A07376E	\$	73.11
A07376S	\$	50.47
A07376T	\$	50.47
A07376U	\$	50.47
A07376V	\$	50.47
A07376W	\$	50.47
A07379	\$	224.37
A07381	\$	211.73

A08170B	\$	1,442.31
A11334	\$	104.93
A11335	\$	241.61
A11336	\$	165.73
A11341	\$	198.01
A11351	\$	767.33
A11353	\$	114.94
A11354	\$	585.09
A11355	\$	140.43
A11543	\$	420.29
A11550	\$	1,135.62
A11554	\$	499.74
A11563	\$	108.41
A11564	\$	137.19
A11565	\$	6,070.11
A11583	\$	159.82
A11584	\$	135.00
A11585	\$	101.04
A11586	\$	113.07
A11587	\$	101.20
A11588	\$	114.91
A11589	\$	95.89
A11592	\$	313.50
A11605	\$	127.01
A11606	\$	95.95
A11608	\$	222.34
A11609	\$	168.22
A11610	\$	186.17
A11614	\$	92.72
A11615	\$	104.65
A11630	\$	96.22
A11631	\$	209.71
A11636	\$	93.42
A11638	\$	539.58
A12102	\$	1,458.03
A12146	\$	499.74
A12156	\$	133.00
A12157	\$	133.00
A12169	\$	1,447.56
A12176	\$	728.85
A12194	\$	112.95
A12201	\$	135.57
A12202	\$	96.24

A12203	\$	95.34
A12204	\$	94.50
A12205	\$	140.85
A12210	\$	1,419.00
A12216	\$	275.37
A12217	\$	95.79
A12218	\$	297.97
A12226	\$	1,005.01
A12229	\$	185.54
A12233	\$	996.30
A12241	\$	95.55
A12242	\$	95.95
A12243	\$	95.76
A12244	\$	96.11
A12245	\$	95.99
A12246	\$	141.53
A12248	\$	89.34
A12249	\$	95.87
A12250	\$	95.81
A12251	\$	95.94
A12252	\$	95.74
A12253	\$	95.74
A12254	\$	95.81
A12255	\$	95.74
A12256	\$	95.81
A12257	\$	95.74
A12258	\$	95.99
A12259	\$	95.79
A12260	\$	95.79
A12261	\$	95.85
A12262	\$	95.79
A12263	\$	95.85
A12264	\$	95.79
A16450	\$	2,896.34
A18733	\$	214.77
A18734	\$	138.19
A18735	\$	127.22
A18736	\$	131.35
A18737	\$	138.46
A18738	\$	218.09
A18740	\$	170.53
A18741	\$	124.53
A18742	\$	89.90

A18743	\$	134.54
A18744	\$	80.51
A18745	\$	1,400.53
A26786	\$	61.32
A26787	\$	61.66
A26788	\$	61.63
A26789	\$	61.65
A26790	\$	62.88
A26791	\$	60.87
A26792	\$	61.05
A26793	\$	61.49
A26794	\$	61.65
A26795	\$	62.88
A26796	\$	60.87
A26797	\$	61.03
A26798	\$	61.63
A26799	\$	61.65
A26800	\$	63.64
A27701	\$	111.94
A27702	\$	116.20
A29916A	\$	190.36
A29916B	\$	131.33
A29916C	\$	92.23
A29916D	\$	81.09
A29916E	\$	90.64
A29916F	\$	85.21
A29916G	\$	92.39
A29916H	\$	80.15
A29916I	\$	93.67
A29916J	\$	93.36
A29916K	\$	93.98
A29916L	\$	93.98
A29916N	\$	93.88
A29916O	\$	93.72
A29917	\$	2,933.25
A31251	\$	677.47
A33292	\$	845.77
A33974	\$	1,158.85
A34212A	\$	251.47
A34212B	\$	64.81
A34212C	\$	77.84
A34212D	\$	57.13
A34212E	\$	64.66

A34212F	\$	57.06
A34212G	\$	59.07
A34212H	\$	59.00
A34212I	\$	59.85
A34212J	\$	58.92
A34212K	\$	56.98
A34212L	\$	57.29
A34212N	\$	64.81
A34212O	\$	69.78
A34212P	\$	64.89
A34212Q	\$	57.60
A34212R	\$	90.02
A34212S	\$	61.01
A34212T	\$	56.83
A34212U	\$	61.01
A34212V	\$	57.52
A34212W	\$	206.14
A34212X	\$	113.75
A34212Y	\$	148.77
A34225A	\$	55.04
A34225B	\$	55.04
A34225C	\$	55.04
A34225D	\$	55.04
A34225E	\$	55.04
A34225F	\$	55.04
A34225G	\$	55.04
A34225H	\$	55.04
A34225I	\$	55.04
A34225J	\$	55.04
A34225K	\$	55.04
A34225L	\$	55.04
A34225N	\$	55.04
A34225O	\$	55.04
A34225P	\$	55.04
A34225Q	\$	55.04
A34225R	\$	55.04
A34225S	\$	55.04
A34225T	\$	55.04
A34225U	\$	55.04
A34225V	\$	55.04
A34225W	\$	55.04
A34225X	\$	55.04
A34226A	\$	55.04

A34226B	\$	55.04
A34226C	\$	55.04
A34226D	\$	55.04
A34226E	\$	55.04
A34226F	\$	55.04
A34226G	\$	55.04
A34226H	\$	55.04
A34226I	\$	55.04
A34226J	\$	55.04
A34226K	\$	55.04
A34226L	\$	55.04
A34226N	\$	55.04
A34226O	\$	55.04
A34226P	\$	55.04
A34226R	\$	64.79
A34226S	\$	64.79
A34620	\$	226.82
D01207	\$	81.43
D05764	\$	354.93
D12010	\$	101.82
D12013	\$	93.74
D12013A	\$	113.21
D12014	\$	214.29
D12015	\$	184.40
D12017	\$	99.20
D12017A	\$	139.33
D12018	\$	117.02
D12018A	\$	72.36
D12021	\$	128.64
D12037	\$	136.95
D12039	\$	185.11
D12048	\$	258.87
D12049	\$	175.86
D12052	\$	213.57
D12053	\$	126.27
D12055	\$	59.46
D12056	\$	57.15
D12267	\$	67.39
D12268	\$	63.57
D12269	\$	108.70
D12270	\$	76.17
D12271	\$	609.28
D12436	\$	73.26

D12514	\$	115.35
D13071	\$	111.08
D13072	\$	132.21
D13111	\$	126.51
D13113	\$	119.86
D13114	\$	103.48
D13139I	\$	51.73
D13144K	\$	499.94
D13144L	\$	2,371.96
D13144Z	\$	812.10
D13145	\$	209.54
D13145A	\$	281.64
D13145B	\$	50.00
D13145D	\$	175.86
D13145E	\$	207.17
D13145F	\$	5,064.14
D13145L	\$	201.00
D13161	\$	85.90
D13578	\$	112.89
D13580	\$	77.95
I00048	\$	109.67
I00063	\$	71.32
I00064	\$	93.12
I00078B	\$	72.30
I00140	\$	68.28
I00153	\$	96.48
I00154	\$	286.57
I00196	\$	88.29
I00199	\$	166.96
I00203	\$	181.14
I00221	\$	109.18
I00227	\$	109.25
I00230	\$	133.78
I00234	\$	110.53
I00236	\$	102.91
I00241	\$	76.90
I00250B	\$	144.30
I00251	\$	167.54
I00251A	\$	305.93
I00254	\$	132.09
I00263	\$	233.35
I00270B	\$	59.97
I00270C	\$	65.56

I00272	\$	109.39
I00278	\$	76.09
I00282	\$	69.88
I00593	\$	142.42
I00593A	\$	187.34
I00602	\$	721.29
I00603	\$	504.64
I00621	\$	221.38
I00622	\$	1,154.54
I00623	\$	118.01
I00624	\$	84.96
I00635	\$	80.50
I00648	\$	103.87
I00649	\$	62.96
I00650	\$	61.99
I00651	\$	62.10
I00734	\$	59.05
I00763	\$	235.83
I00797	\$	257.43
I00877	\$	846.92
I01016	\$	333.63
I01060	\$	50.59
I01104	\$	96.40
I01149	\$	88.91
I01150	\$	98.47
I01160	\$	84.77
I01172	\$	97.49
	\$	<u>408,936.72</u>

RESOLUTION NO. 20- _____

A RESOLUTION MAKING THE ANNUAL ALL-PURPOSE MILL LEVY AND MILL LEVIES FOR LIBRARY OPERATING, TRANSIT OPERATING, AND PUBLIC SAFETY FUNDS FOR THE FISCAL YEAR 2020-2021.

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

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

1. That an All-Purpose Annual Mill Levy in the amount of 74 Mills is hereby imposed on all taxable property within the City of Billings, Montana, for the Fiscal Year July 1, 2020 through June 30, 2021.

2. That additional Mill Levies in the amounts stated are hereby imposed on all taxable property within the City of Billings, Montana, to provide payment for the following:

- A. 10.00 Transit Operating Fund
- B. 5.00 Library Operating Fund
- C. 20.00 Public Safety Fund

3. That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED by the City Council this 22nd day of June, 2020.

CITY OF BILLINGS:

BY: _____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise R. Bohlman, CITY CLERK

RESOLUTION NO. 20 - ____

**A RESOLUTION ASSESSING ALL HOTELS WITHIN THE
BILLINGS TOURISM BUSINESS IMPROVEMENT
DISTRICT WITH SIX (6) OR MORE ROOMS \$2 PER
OCCUPIED ROOM NIGHT**

WHEREAS, the 2007 Montana Legislature and the Governor approved legislation that allows local governments to create Tourism Business Improvement Districts, effective October 1, 2007; and

WHEREAS, the Billings City Council created the Tourism Business Improvement District (Tourism Business Improvement District No. 0002) on August 27, 2007 by adopting Resolution No. 07-18593; and

WHEREAS, the Billings City Council created the Tourism Business Improvement District (Tourism Business Improvement District No. 0002) on April 10, 2017 by adopting Resolution No. 17-10614; and

WHEREAS, in May, 2013, the Billings Tourism Business Improvement District Board of Trustees petitioned the Billings City Council to increase the occupied room night assessment for hotels with 60 or more rooms, which was accomplished by the City Council's adoption of Resolution No. 13-19284; and

WHEREAS, the Billings Tourism Business Improvement District Board of Trustees petitioned the Billings City Council to amend Resolution 13-19284 by eliminating the two (2) classes of hotels established in the resolution and to charge the same occupied room night assessment to all eligible hotels; and

WHEREAS, the Billings City Council must amend Section 9 of Resolution No. 13-19284 in order to change the occupied room night assessment,

BE IT RESOLVED by the Billings Montana City Council that Resolution No. 13-19284, Section 9 is amended as follows:

Section 9. Assessments. All hotels, as defined in Section 8, that are within the District will be assessed for their proportionate share of the costs of maintaining the activities of the Tourism Business Improvement District as prescribed in Section 7-12-1133(2)(c) M.C.A. The assessments to fund the work plan for each fiscal year are to be collected from all hotels with six (6) or more rooms within the boundaries of the district and all such hotels shall be subject to an assessment of \$2 per occupied room night. Stays by persons whom are otherwise exempt from paying a transient occupancy tax (a.k.a. lodging facility use tax), as provided in Sections 15-65-101 through 15-65-136 MCA, shall be exempt from the assessment.

The assessments may be modified annually by adoption of a resolution or adoption of the City's budget.

Section 12: Effective Date. The effective date for this resolution shall be June 22, 2020.

APPROVED by the City Council of the City of Billings, Montana this 22nd day of June, 2020.

THE CITY OF BILLINGS:

By: _____
William A. Cole, Mayor

ATTEST:

By: _____
Denise R. Bohlman, City Clerk

Regular City Council Meeting

Meeting Date: 06/22/2020

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

PRESENTED BY: Andy Zoeller, Finance Director

Department: Finance

RECOMMENDATION

Staff recommends that the City Council hold a public hearing and approve the resolution setting the annual RMD No. 6 assessment.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

This district is for maintaining a secondary fire access road in the Briarwood Subdivision. The fee will remain the same for FY 21 as it was for FY 20.

ALTERNATIVES

City Council may:

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

FISCAL EFFECTS

The total assessment of \$2,819 (51 properties at \$55.28) reflects the cost of providing maintenance to meet Fire Code requirements.

Attachments

Resolution RMD6

RESOLUTION 20-_____

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

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

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

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

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

2. ASSESSMENT. Each lot or parcel within the boundaries of Road Maintenance District No. 6, is hereby assessed **\$55.28** per lot for fiscal year 2021.

3. LOTS AND PARCELS ASSESSED. A list which describes the legal description of each of the 51 lots or parcel of land assessed within the respective district,

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

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

5. NOTICE OF HEARING. On Monday, **June 22nd**, at 5:30 o'clock p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council will hear objections to the adoption of this resolution. The City Clerk is hereby directed to publish notice thereof twice, at least five (5) days prior to the hearing, in the Yellowstone County News.

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

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 22nd day of June 2020.

BY: _____

William A. Cole, MAYOR

ATTEST:

BY: _____

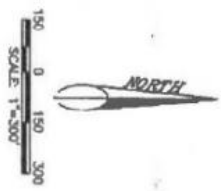
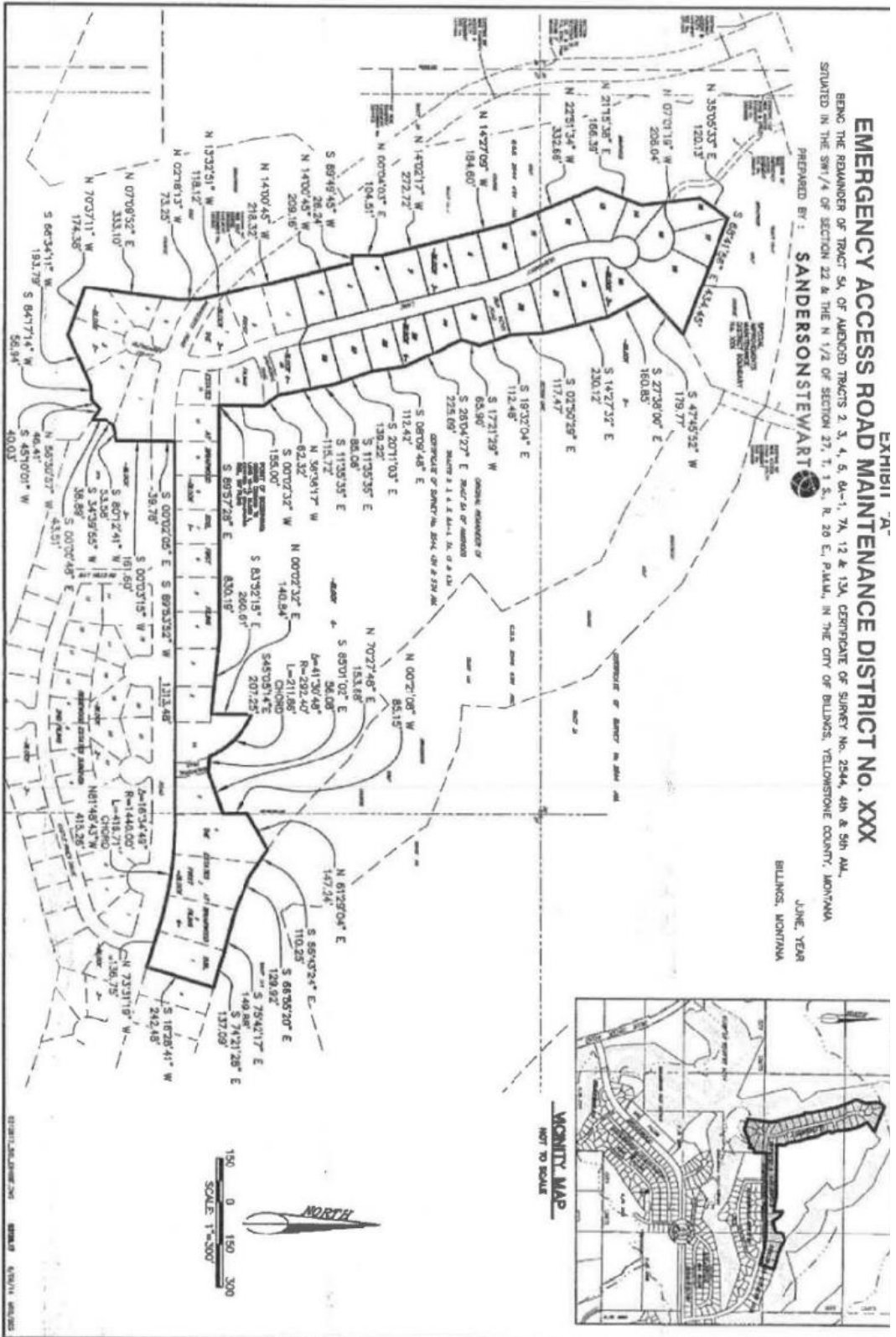
Denise R. Bohlman, CITY CLERK

Exhibit A

Tax ID	Legal Description
A32132	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 1, Lot 1A, AMD 29382 SQ FT (08)
A32133	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 1, Lot 2, 16843 SQUARE FEET, (06)
A32134	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 1, Lot 3, 18688 SQUARE FEET, (06)
A32135	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 1, Lot 4, 19990 SQUARE FEET, (06)
A32136	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 1, Lot 5, 18532 SQUARE FEET, (06)
A32137	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 1, Lot 6, 18568 SQUARE FEET, (06)
A32138	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 1, Lot 7, 18605 SQUARE FEET, (06)
A32139	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 1, Lot 8, 18641 SQUARE FEET, (06)
A32140	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 1, Lot 9, 18678 SQUARE FEET, (06)
A32141	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 1, Lot 10, 20037 SQUARE FEET, (06)
A32142	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 1, Lot 11, 17170 SQUARE FEET, (06)
A32143	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 1, Lot 12, 21975 SQUARE FEET, (06)
A32144	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 2, Lot 1, 30665 SQUARE FEET, (06)
A32146	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 2, Lot 3, 22760 SQUARE FEET, (06)
A32147	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 2, Lot 4, 20152 SQUARE FEET, (06)
A32148	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 2, Lot 5, 13290 SQUARE FEET, (06)
A32149	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 2, Lot 6, ACRES 14129, (06)
A32150	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 3, Lot 1, 24360 SQUARE FEET, (06)
A32151	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 3, Lot 2, 22366 SQUARE FEET, (06)
A32152	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 3, Lot 3, 20430 SQUARE FEET, (06)
A32153	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 4, Lot 1
A32154	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 4, Lot 2, 33407 SQUARE FEET, (06)
A32155	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 4, Lot 3, 42372 SQUARE FEET, (06)
A32156	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 4, Lot 4, 46904 SQUARE FEET, (06)
A32157	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 4, Lot 5, 19276 SQUARE FEET, (06)
A32158	THE ESTATES AT BRIARWOOD 1ST FILING, S27, T01 S, R26 E, BLOCK 4, Lot 25, ACRES 17562, (06)
A35428	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 4
A35429	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 5
A35430	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 6
A35431	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 7
A35432	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 8
A35433	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 9
A35434	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 10
A35435	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 11
A35436	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 12
A35437	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 13
A35438	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 14
A35439	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 15
A35440	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 16
A35441	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 17
A35442	THE ESTATES AT BRIARWOOD SUB 2ND FIL (15), S22, T01 S, R26 E, BLOCK 3, Lot 18

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

EXHIBIT "A"
EMERGENCY ACCESS ROAD MAINTENANCE DISTRICT NO. XXX
 BEING THE REMAINDER OF TRACT SA, OF AMENDED TRACTS 2, 3, 4, 5, 6A-1, 7A, 12 & 13A, CERTIFICATE OF SURVEY No. 2544, 4th & 5th A.M.,
 SITUATED IN THE SW 1/4 OF SECTION 22 & THE N 1/2 OF SECTION 27, T. 1 S., R. 20 E., PLUMAS, IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA
 PREPARED BY: **SANDERSON STEWART**
 JUNE, YEAR
 BILLINGS, MONTANA



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Regular City Council Meeting

Meeting Date: 06/22/2020

TITLE: Public Hearing and Resolution Setting Annual Arterial Fee Assessments for Fiscal Year 2021

PRESENTED BY: Jennifer Duray

Department: Public Works

Division: Administration

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the proposed resolution setting arterial construction fee assessments rates for FY 2021.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

Arterial construction fee assessments are set annually by resolution. The rate schedule for arterial fee assessments is based on zoning and square footage to reflect the relative average impact on arterial roads. The existing rates are not adequate to provide for the capital investment necessary to continue providing service at the current level. The attached resolution specifies the proposed rates with a 2% increase for FY 2021. The arterial construction assessments requires two-thirds (2/3) of all Council members present and voting to pass an increase in assessments.

ALTERNATIVES

City Council must hold a public hearing and then may:

- Approve the recommended resolution,
- Approve an amended resolution, or;
- Not approve a resolution. If Council does not approve a resolution, an amended resolution to establish arterial construction fee assessments will need to be considered at a future City Council meeting to establish rates for fiscal year 2021.

FISCAL EFFECTS

An average 9,691 square foot residential lot currently pays \$51.36 per year. The adjusted fee increase to an average 9,691 square foot residential lot is \$1.06 per year and the annual increase in revenues for FY 2021 is approximately \$87,000.

Attachments

FY21 Arterial Construction Fee Assessment

RESOLUTION 20 - _____

A RESOLUTION LEVYING AND ASSESSING ARTERIAL CONSTRUCTION FEES FOR PROPERTIES WITHIN THE CITY OF BILLINGS, PROVIDING FOR NOTICE, HEARING AND FINAL ADOPTION

WHEREAS, the Billings, Montana City Code established the rate table for Arterial Construction Fee assessments; and

WHEREAS, the assessment rates may be changed by passage of a resolution by a super-majority of the City Council, consisting of at least two-thirds (2/3) of all Council members present and voting.

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

1. ANNUAL ARTERIAL CONSTRUCTION FEE. That for the purpose of paying the cost of construction and/or reconstruction of arterial roadways and depreciation and replacement of arterial roadways to provide safe facilities on which citizens and visitors may travel, including the principal and interest on all revenue bonds to be issued for that purpose, as authorized by M.C.A. Title 7 Chapter 7 Part 44 as amended, an annual arterial construction fee assessment is imposed for the fiscal year 2021, upon all lots or portions of lots as identified in the city's property tax record files. Rates are hereby levied and assessed as listed and described on EXHIBIT "A" attached hereto and by this reference said exhibit is made a part hereof.

2. EXEMPTION. Arterial Construction Fee assessments shall not be paid by City of Billings owned properties.

3. DISPOSITIONS OF COLLECTIONS. Monies collected from taxes shall be paid into the Municipal Arterial Construction System Fund, of Billings, Montana.

4. NOTICE OF HEARING. On Monday, **June 22, 2020**, at 5:30 o'clock p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall,

Billings, Montana, the City Council will hear objections to the adoption of this resolution. The City Clerk is hereby directed to publish notice thereof twice, at least five (5) days prior to the hearing, in the Yellowstone County News.

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

ADOPTED and APPROVED by the City Council on the 22nd day of June, 2020.

CITY OF BILLINGS:

BY: _____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

ARTERIAL CONSTRUCTION FEE

ZONE	RATE	
VACANT	\$1,260.00	Cap
AT RATE	0.00186	persq. ft.
P	0.00313	persq. ft.
R-96	0.00546	persq. ft.
R-80	0.00597	persq. ft.
R-70	0.00628	persq. ft.
R-70R	0.00628	persq. ft.
RMH	0.00705	persq. ft.
R-50	0.00755	persq. ft.
PD	0.00866	persq. ft.
R-60	0.00944	persq. ft.
R-60R	0.00944	persq. ft.
RP	0.01022	persq. ft.
RMF-R	0.01064	persq. ft.
RMF	0.01106	persq. ft.
NC	0.01217	persq. ft.
ELC	0.01217	persq. ft.
MCPZD	0.01256	persq. ft.
CC	0.01298	persq. ft.
EGC	0.01332	persq. ft.
PZD	0.01317	persq. ft.
HC	0.01332	persq. ft.
CI	0.01419	persq. ft.
HI	0.01578	persq. ft.
CBD	0.01890	persq. ft.
ELI	0.01332	persq. ft.
EMU	0.01298	persq. ft.
EBRSV	0.01217	persq. ft.
EBRMS	0.01890	persq. ft.
EBCW	0.01298	persq. ft.
EBMS	0.01890	persq. ft.
EBIS	0.01419	persq. ft.

Regular City Council Meeting

Meeting Date: 06/22/2020

TITLE: Public Hearing and Resolution Setting Annual Street Maintenance District Assessments for Fiscal Year 2021

PRESENTED BY: Jennifer Duray

Department: Public Works

Division: Administration

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the proposed resolution setting annual street maintenance district assessments for fiscal year 2021.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

Street Maintenance District (SMD) assessments are set annually by resolution. There are currently two SMDs in Billings. SMD 1 encompasses primarily the downtown area. SMD 2 is the entire City. Properties in SMD 1 are also in SMD 2. The existing rates are not adequate to provide for the operation and maintenance and capital investment necessary to continue providing service at the current level. Staff is proposing a 3.5% increase for SMD 1 and a 1.9% increase for SMD 2 to recover the cost of services and maintain the current service level. The attached resolution specifies the proposed rates for FY 2021.

ALTERNATIVES

City Council must hold a public hearing and then may:

- Approve the recommended resolution,
- Approve an amended resolution, or;
- Not approve the resolution. If Council does not approve a resolution, an amended resolution to establish street maintenance district assessments will need to be considered at a future City Council meeting to be in accordance with state statutes.

FISCAL EFFECTS

The proposed rate adjustment would increase an average 9,691 square foot residential lot in SMD 2 by \$2.37 from \$125.16 per year to \$127.53 per year and will generate approximately \$180,000 of additional revenue in FY 2021.

Attachments

FY21 Street Maintenance Assessment

RESOLUTION 20-_____

A RESOLUTION LEVYING AND ASSESSING STREET MAINTENANCE DISTRICT FEES FOR PROPERTIES WITHIN STREET MAINTENANCE DISTRICTS IN THE CITY OF BILLINGS, PROVIDING FOR NOTICE, HEARING AND ADOPTION.

WHEREAS, the City, by Resolution, has defined the boundaries and established street maintenance districts as provided by State Law, and

WHEREAS, Billings Montana City Code and Title 7, Chapter 12, Part 44 of the Montana Code Annotated authorizes the City of Billings to adjust street maintenance district rates and charges to provide for the sufficient collection of revenues adequate for the payment of the reasonable expense of each said district.

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

1. METHOD OF ASSESSMENT. The City hereby determines that each lot or parcel of land within both Street Maintenance Districts One (1) and Two (2) shall be assessed for that portion of the whole cost which each lot or parcel of land in the respective district bears to the total area of the respective district exclusive of streets, avenues, alleys and public places.

2. ASSESSMENT DISTRICT ONE (1). Each lot or parcel within the boundaries of Street Maintenance District One (1), is hereby assessed **\$.059311** per square foot of area for fiscal year 2021.

3. ASSESSMENT DISTRICT TWO (2). Each lot or parcel within the balance of the City, being District Two (2), is hereby assessed **\$.013160** per square foot of area for fiscal year 2021.

4. MAXIMUM ANNUAL CHARGE. The maximum annual charge for any tract, parcel or lot which is undeveloped and unimproved shall be **\$1,545.00**

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

set is available in the office of Public Works Fiscal Services Belknap location, 2251 Belknap Avenue, Billings, Montana.

6. EXEMPTION. Street Maintenance District assessments shall not be paid by the City General Fund, Public Safety Fund, Library Fund or MET Transit Fund.

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

8. NOTICE OF HEARING. On Monday, **June 22, 2020**, at 5:30 o'clock p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council will hear objections to the adoption of this resolution. The City Clerk is hereby directed to publish notice thereof twice, at least five (5) days prior to the hearing, in the Yellowstone County News.

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

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 22nd day of June 2020.

BY: _____

William A. Cole, MAYOR

ATTEST:

BY: _____

Denise Bohlman, CITY CLERK

Regular City Council Meeting

Meeting Date: 06/22/2020

TITLE: Public Hearing and Resolution Setting Annual Storm Sewer Assessments for Fiscal Year 2021

PRESENTED BY: Jennifer Duray

Department: Public Works

Division: Administration

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the proposed resolution setting storm sewer assessment rates for FY 2021.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

Storm sewer assessments are set annually by resolution. The rate schedule for storm assessments is based on zoning classification and square footage to reflect the relative storm water runoff of various land uses. Staff is recommending an increase in storm sewer fees of 2% for FY 2021 to keep up with inflationary costs of construction, as well as increases in operations and maintenance costs. The attached resolution specifies the proposed storm sewer assessment rates for FY 2021.

ALTERNATIVES

City Council must hold a public hearing and then may:

- Approve the recommended resolution
- Approve an amended resolution; or
- Not approve a resolution. If Council does not approve a resolution, an amended resolution to establish storm sewer assessments will need to be considered at a future City Council meeting to establish rates for fiscal year 2021.

FISCAL EFFECTS

The proposed increase in the storm sewer assessment rates would increase an average 9,691 square foot residential lot by \$0.87 from 45.94 per year to 46.81 per year and will generate approximately \$90,000 for the storm sewer fund in FY 2021.

Attachments

FY21 Storm Sewer Assessment

RESOLUTION 20- _____

A RESOLUTION LEVYING AND ASSESSING STORM SEWER FEES FOR PROPERTIES WITHIN THE CITY OF BILLINGS, PROVIDING FOR NOTICE, HEARING AND FINAL ADOPTION

WHEREAS, under Section 7-13-4301, M.C.A, the City of Billings is authorized to construct, reconstruct, operate, and maintain a storm sewer system; and

WHEREAS, Billings, Montana City Code and Title 7, Chapter 13, Part 43 of the Montana Code Annotated authorizes the City of Billings to adjust storm sewer rates and charges to provide for the sufficient collection of revenues adequate for the payment of the reasonable expense of said system.

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

1. ANNUAL STORM SEWER FEE. That for the purpose of defraying the cost of upgrading, repairing and maintaining the City Storm Sewer System, an annual storm sewer fee is imposed for the fiscal year 2021, upon all lots or portions of lots as identified in the City's property tax record files. Rates are hereby levied and assessed as listed and described on EXHIBIT "A" attached hereto and by this reference said exhibit is made a part hereof.
2. EXEMPTION. Storm Sewer Fee assessments shall not be paid by the City General Fund, Public Safety Fund, Library Fund, or MET Transit Fund.
3. DISPOSITIONS OF COLLECTIONS. Monies collected from assessments shall be paid into the Municipal Storm Sewer System Fund, of Billings, Montana.
4. NOTICE OF HEARING. On Monday, **June 22, 2020**, at 5:30 o'clock p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council will hear objections to the adoption of this resolution. The City Clerk is

hereby directed to publish notice thereof twice, at least five (5) days prior to the hearing, in the Yellowstone County News.

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

ADOPTED and APPROVED by the City Council of the City of Billings, Montana on the 22nd day of June, 2020.

CITY OF BILLINGS:

BY: _____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

Exhibit A

STORM SEWER FEE

ZONE	RATE	
VACANT	\$1,110.00	Cap
AT RATE	0.00163	per sq. ft.
P	0.00277	per sq. ft.
R-96	0.00483	per sq. ft.
R-80	0.00527	per sq. ft.
R-70	0.00558	per sq. ft.
R-70R	0.00558	per sq. ft.
RMH	0.00623	per sq. ft.
R-50	0.00667	per sq. ft.
PD	0.00763	per sq. ft.
R-60	0.00834	per sq. ft.
R-60R	0.00834	per sq. ft.
RP	0.00905	per sq. ft.
RMF-R	0.00944	per sq. ft.
RMF	0.00974	per sq. ft.
NC	0.01075	per sq. ft.
ELC	0.01075	per sq. ft.
MCPZD	0.01110	per sq. ft.
CC	0.01149	per sq. ft.
EGC	0.01179	per sq. ft.
PZD	0.01164	per sq. ft.
HC	0.01179	per sq. ft.
CI	0.01254	per sq. ft.
HI	0.01395	per sq. ft.
CBD	0.01670	per sq. ft.
ELI	0.01179	per sq. ft.
EMU	0.01149	per sq. ft.
EBRSV	0.01075	per sq. ft.
EBRMS	0.01670	per sq. ft.
EBCW	0.01149	per sq. ft.
EBMS	0.01670	per sq. ft.
EBIS	0.01254	per sq. ft.

Regular City Council Meeting

Meeting Date: 06/22/2020

TITLE: Repeal and Replace Section 1.05.1 of the City Charter to Provide 60 mills of support for Public Safety-Second Reading of Ordinance Amending Charter

PRESENTED BY: Brent Brooks, City Attorney

Department: Legal

RECOMMENDATION

Staff recommends that the City Council approve on Second Reading the attached Ordinance amending the City Charter by repealing the existing Charter section 1.05.1 and replacing the same with a new Section 1.05.1 which establishes a permanent, non-cumulative 60 mill levy to fund police, fire and related public safety expenses.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

Under Section 1.02 of the City of Billings Charter, there is a 74 mill levy limit. Any mill levy increase above that amount must be approved by City voters. Charter amendments can be accomplished by several methods and are governed by state law. One method is by direction of the City Council through an ordinance as required by section 7-3-103(2)(b), Montana Code Annotated (MCA). After directing staff to proceed with such an ordinance in May, on June 8, 2020, the Council conducted a First Reading and Public Hearing and then approved an ordinance which proposes an amendment to the existing City Charter section 1.05.1. This amendment proposes to repeal the existing Charter section 1.05.1 that funds public safety and replace it with a new, permanent, non-cumulative mill levy. The existing levy approved by voters in 2004 is capped at \$8.2 million. The proposed levy is capped at 60 mills. 60 mills in 2020 is estimated to raise \$12,240,000 and therefore generating more money to support police, fire and related services. As the value of a mill changes, the amount of money raised will also change. This proposed Charter amendment will help offset inflation and thus help the City's public safety departments retain their current levels of service.

In order for any levy request and voter approval of such to impact the fiscal year 2021 budget, approval of the attached ordinance on Second Reading must occur on the June 22, 2020, regular Council business meeting. Also scheduled for this same meeting as a separate agenda item is a Resolution approving the actual ballot language to be submitted to the Yellowstone County Elections Administrator for submission to voters at a Special Mail Ballot election to be held on September 15, 2020.

ALTERNATIVES

City Council may:

- Approve the attached Ordinance on Second Reading which repeals and replaces the existing Public Safety Mill Levy in City Charter Section 1.05.1, or;
- Disapprove the Ordinance on Second Reading

FISCAL EFFECTS

If voters approve the proposed City Charter amendment, it is estimated to generate an additional \$4,000,000 to help support police, fire and related services.

Attachments

PSML Ordinance for Second Reading

ORDINANCE NO. 20-_____

AN ORDINANCE OF THE CITY OF BILLINGS PROVIDING THAT THE CHARTER OF THE CITY OF BILLINGS BE AMENDED TO REPEAL CURRENT SECTION 1.05.1 AND REPLACE THE SAME WITH A NEW SECTION 1.05.1 PROVIDING FOR A PERMANENT, NON-CUMULATIVE MILL LEVY TO FUND FIRE, POLICE, AND RELATED PUBLIC SAFETY EXPENSES, AND SUBMITTING THE PROPOSED AMENDMENT TO THE ELECTORS OF THE CITY AS PROVIDED BY LAW.

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

Section 1. That Article I of the Charter of the City of Billings be amended to repeal and replace current Section 1.05.1 with a new Section 1.05.1 so that such section shall read as follows:

Section 1.05.1 Mill Levy to Fund Fire, Police, and Related Public Safety Expenses.

For the purpose of funding the operation, maintenance and capital needs of the fire department, police department, and related public safety expenses, the City Council shall levy 60 mills starting in fiscal year 2021 which will raise approximately \$12.2 million.

The foregoing mill levy is permanent and shall continue indefinitely in future fiscal years. This levy is not cumulative, which means the number of mills will not increase over time. This levy is in addition to any other mill levies authorized by Charter or law.

Section 2. REFERRAL TO ELECTORS. This ordinance shall be referred to the electors of the City of Billings at a special election by resolution duly and regularly passed by the City Council.

Section 3. EFFECTIVE DATE. This ordinance shall be effective thirty (30) days after Second Reading and final adoption as provided by law, but the amendment to the City Charter shall be effective immediately upon approval by the electors as provided by law.

PASSED by the City Council on First Reading this _____ day of _____, 2020.

PASSED, ADOPTED and APPROVED on Second Reading this _____ day of _____, 2020

Regular City Council Meeting

Meeting Date: 06/22/2020

TITLE: Resolution Approving Ballot Language for City Charter Public Safety Mill Levy Amendment

PRESENTED BY: Brent Brooks, City Attorney

Department: Legal

RECOMMENDATION

Staff recommends that the Council approve the attached Resolution containing the ballot language for a special mail ballot election on September 15, 2020, which submits to voters a decision to approve or disapprove a City Charter amendment repealing an existing public safety mill levy and replacing it with a new public safety mill levy.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

By State statute, an amendment to a Charter form of local government may only be made by submitting the question of amendment to voters. Section 7-3-103(1), Montana Code Annotated (MCA). When the local governing body is proposing a Charter amendment, it must pass an Ordinance which describes how the Charter will be amended. Section 7-3-103(2)(b), MCA. The Council has now approved such an Ordinance on First and Second Readings and the Ordinance becomes effective thirty days after Second Reading.

Related to the Ordinance proposing a Charter amendment, is a companion Resolution which contains the actual ballot language to be placed on a ballot prepared by the Yellowstone County Election Administrator. The most important functions of the Ballot Language Resolution is to refer the Charter amendment question to the County Elections Administrator and clearly and succinctly explain the nature of the proposed Charter amendment and the financial impact on voters.

The Council has directed staff to provide ballot language that describes how the existing public safety mill levy in Section 1.05.1 approved by the voters in 2004 will be repealed and replaced by the new, proposed 2020 public safety mill levy. Under the direction of Mayor Cole, Council Members Neese and Choriki and City Administrator Kukulski, an informal administrator committee has recently met several times to review and refine the ballot language in this Resolution. The attached Resolution is the draft completed and recommended by this committee.

The ballot language explains that if approved, the proposed 2020 public safety mill levy will replace the existing 2004 public safety mill levy and provide 60 mills per year for public safety funding. The proposed new mill levy will be permanent and assess 60 mills each year generating approximately \$12,240,000 in the first year. The proposed Resolution also explains that the existing 2004 public safety mill levy will remain in effect if the proposed new levy in 2020 is disapproved by voters.

ALTERNATIVES

City Council may:

- Approve the Resolution providing for the ballot language to be submitted to the voters on a Special Mail Ballot election on September 15, 2020, or;
- Modify the ballot language further, or,
- Disapprove the Resolution

FISCAL EFFECTS

If the Council approves the attached ballot language Resolution and voters approve the proposed City Charter amendment, it is estimated that an additional \$4,000,000 will be generated to help police, fire and related services.

Attachments

Draft Ballot Language Resolution
PSML Ordinance Exhibit A

RESOLUTION NO. 20-__

A RESOLUTION REFERRING ORDINANCE NO. 20-5736, AN ORDINANCE AMENDING THE CHARTER OF THE CITY OF BILLINGS TO PROVIDE FOR A PERMANENT MILL LEVY INCREASE TO FUND FIRE, POLICE, AND RELATED PUBLIC SAFETY EXPENSES, TO A VOTE OF THE PEOPLE AT AN ELECTION TO BE HELD ON SEPTEMBER 15, 2020.

WHEREAS, on June 22, 2020, the Billings City Council adopted Ordinance 20-5736 amending the Charter of the City of Billings to provide for a non-cumulative, permanent mill levy to fund fire, police, and related public safety expenses; and,

WHEREAS, by law the ordinance must be submitted to a vote of the people; and,

WHEREAS, a majority of the electors voting on this question must approve the ordinance to amend the Charter of the City of Billings; and,

WHEREAS, the ordinance should be referred to a vote of the people at a special mail ballot election to be held on September 15, 2020.

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

1. **REFERENCE:** Ordinance Number 20-5736, being an Ordinance amending the Charter of the City of Billings to provide for a permanent mill levy to fund fire, police, and related public safety expenses is hereby referred to a vote of the people at a special mail ballot election to be held September 15, 2020. A full copy of Ordinance Number 20-5736 is attached hereto, marked Exhibit "A", and by this reference is made a part hereof.

2. **FORM OF BALLOT:** The form of the ballot shall be as provided by law and as follows:

Summary: In 2004, voters passed a public safety levy capped at \$8.2 million. At the time the levy was estimated to be the equivalent of 60 mills. This ballot measure asks voters to approve or disapprove repealing the 2004 levy and replacing it with a permanent annual levy capped at 60 mills instead of \$8.2 million. The amount raised by the new levy would be approximately \$12.2 million and would change as the taxable property value of the city changes.

Proposal: On June 22, 2020, the Billings City Council adopted Ordinance 20-5736 referring this ballot to the voters. If approved, this ballot measure would repeal the current Section 1.05.1 of the City Charter and replace it with the following language:

Section 1.05.1 Mill Levy to Fund Fire, Police, and Related Public Safety Expenses.

For the purpose of funding the operation, maintenance and capital needs of the fire department, police department, and related public safety expenses, the City Council shall levy 60 mills starting in fiscal year 2021 which will raise approximately \$12.2 million.

The foregoing mill levy is permanent and shall continue indefinitely in future fiscal years. This levy is not cumulative, which means the number of mills will not increase over time. This levy is in addition to any other mill levies authorized by Charter or law.

Residential Property Impact of this Charter Amendment for Fiscal Year 2021 if Approved:

- On a home valued at \$100,000 the existing property tax levy of \$54.00 will increase \$27.00 for a total of \$81.00 per year.
- On a home valued at \$200,000 the existing property tax levy of \$108.00 will increase \$54.00 for a total of \$162.00 per year.
- The effect of disapproval will be to retain the present levy and existing Section 1.05.1 in the City Charter.

Shall the City be authorized to repeal existing City Charter Section 1.05.1 levying \$8.2 million and replace it with a levy of 60 mills raising approximately \$12.2 million to support fire, police, and related public safety expenses?

- FOR** repealing the existing City Charter section 1.05.1 and replacing with new section 1.05.1 as set forth above which provides for a permanent, non-cumulative 60 mill levy commencing in fiscal year 2021 for fire, police, and related public safety expenses as provided in Ordinance 20-5736.
- AGAINST** repealing the existing City Charter section 1.05.1 and replacing with new section 1.05.1 as set forth above which provides for a permanent, non-cumulative 60 mill levy commencing in fiscal year 2021 for fire, police, and related public safety expenses as provided in Ordinance 20-5736.

3. CERTIFICATION: The City Clerk shall certify this resolution and

Ordinance Number 20-5736 to the Yellowstone County Election Administrator as provided by law.

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

APPROVED AND PASSED by the Billings City Council this ____ day of _____,
2020

CITY OF BILLINGS

By _____

William A. Cole, Mayor

ATTEST:

Denise Bohlman, City Clerk

EXHIBIT A

ORDINANCE NO. 20-5736

AN ORDINANCE OF THE CITY OF BILLINGS PROVIDING THAT THE CHARTER OF THE CITY OF BILLINGS BE AMENDED TO REPEAL CURRENT SECTION 1.05.1 AND REPLACE THE SAME WITH A NEW SECTION 1.05.1 PROVIDING FOR A PERMANENT, NON-CUMULATIVE MILL LEVY TO FUND FIRE, POLICE, AND RELATED PUBLIC SAFETY EXPENSES, AND SUBMITTING THE PROPOSED AMENDMENT TO THE ELECTORS OF THE CITY AS PROVIDED BY LAW.

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

Section 1. That Article I of the Charter of the City of Billings be amended to repeal and replace current Section 1.05.1 with a new Section 1.05.1 so that such section shall read as follows:

Section 1.05.1 Mill Levy to Fund Fire, Police, and Related Public Safety Expenses.

For the purpose of funding the operation, maintenance and capital needs of the fire department, police department, and related public safety expenses, the City Council shall levy 60 mills starting in fiscal year 2021 which will raise approximately \$12.2 million.

The foregoing mill levy is permanent and shall continue indefinitely in future fiscal years. This levy is not cumulative, which means the number of mills will not increase over time. This levy is in addition to any other mill levies authorized by Charter or law.

Section 2. REFERRAL TO ELECTORS. This ordinance shall be referred to the electors of the City of Billings at a special election by resolution duly and regularly passed by the City Council.

Section 3. EFFECTIVE DATE. This ordinance shall be effective thirty (30) days after Second Reading and final adoption as provided by law, but the amendment to the City Charter shall be effective immediately upon approval by the electors as provided by law.

PASSED by the City Council on First Reading this 8th day of June, 2020.

PASSED, ADOPTED and APPROVED on Second Reading this 22nd day of June, 2020