

# CITY OF BILLINGS

## CITY OF BILLINGS VISION STATEMENT:

**“THE MAGIC CITY – A VIBRANT, WELCOMING PLACE WHERE  
PEOPLE FLOURISH AND BUSINESS THRIVES.”**

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### AGENDA

**COUNCIL CHAMBERS**

**April 12, 2010**

**6:30 P.M.**

**CALL TO ORDER – Mayor Hanel**

**PLEDGE OF ALLEGIANCE – Mayor Hanel**

**INVOCATION – Councilmember McCall**

**ROLL CALL**

**MINUTES: March 22, 2010**

**COURTESIES**

**PROCLAMATIONS -- National Library Week**

**ADMINISTRATOR REPORTS - TINA VOLEK**

**PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: #1, 2, 3,  
and 9 ONLY. Speaker sign-in required.** (Please sign up on the clipboard located at the podium. Comment on items listed as public hearing items will be heard ONLY during the designated public hearing time for each respective item.)

*(NOTE: For Items not on this agenda, public comment will be taken at the end of the agenda. Please sign up on the clipboard located at the back of the room.)*

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

**A. Bid Awards:**

- 1. W.O. 09-13, Staples Redundant Water Main**, construction contract. (Opened 3/23/10). Recommend Western Municipal Construction, Schedule 1 plus Additive No. 2-Schedule 2, \$1,887,083.00.
- 2. W.O. 10-01, Water and Sanitary Sewer Replacement Projects**, construction contract. (Opened 3/30/10). Recommend Schedule 1 to Western Municipal, \$1,053,934.50; Schedule 2 to COP Construction, \$1,049,277.00; and delay award of Schedule 3 to April 26, 2010.
- 3. Replacement of Airport's Fluid Cooler.** (Opened 3/23/10). Recommend Williams Plumbing, Heating and Utilities, \$159,800.00.

- 4. MET Transit Engine Overhauls.** (Opened 3/30/10). Recommend Cummins Rocky Mountain for ISM Cummins Diesel Engines (Schedule 1), \$31,778.21.
- B. Change Order #1,** W.O. 10-03, 2010 Street Maintenance City Chip Seal, Knife River, \$57,000.00.
- C. Approval** of Scheduled Airline Operating Permit with Worldwide Flight Services, Inc., renewable for one-year periods, with no financial impact to the City.
- D. W.O. 09-26 Wastewater Treatment Plant Clarifier Infrastructure Replacement,** Professional Services Contract, Morrison-Maierle, Inc., not to exceed \$53,925.00.
- E. Compensation Agreement** for Private Contract #610, M&K Blue One, LLC, for extension of sanitary sewer main to Lenhardt Square Subdivision, \$38,018.
- F. Amendment #3,** W.O. 08-21, Lake Elmo Drive - Main Street to Wicks Lane, Professional Services Contract, DOWL HKM, \$126,590.00.
- G. Amendment #8,** W.O. 04-12, Alkali Creek Road Maintenance and Slope Reconstruction, Professional Services Contract, Kadmas, Lee & Jackson, Inc., \$231,942.50.
- H. Confirmation of Probationary Police Officers** Benjamin Milam and Paul LaMantia.
- I. Approval** of Medical Marijuana Ad-Hoc Advisory Committee appointments.
- J. Street Closures:**
  - 1. Salvation Army Global Youth Service Day,** April 24, 2010, 7 a.m. to 5 p.m., N. 21st Street beginning at the alley, north to 6th Avenue North, and the alley between N. 21st Street and N. 22nd Street.
- K. Acceptance of Donation** to the Parks Department from the Sons of Norway to purchase trees for City parks, \$700.00.
- L. Acceptance of Donation** to the Parks Department from the Billings Kiwanis Sponsored Specialty Vehicle License Plate program to purchase and plant trees in City parks; donations to date \$11,791.83.
- M. Ratification** of Federal Aviation Administration Airport Improvement Grants for 2010; up to \$2,976,969; City Match - \$156,853.
- N. Resolution** to refund outstanding Airport, Series 2000, revenue bonds and issue additional bonds to finance the costs of a car wash and maintenance facility as an economic recovery zone facility bond; call a public hearing; authorize the City Financial Services Manager to select an underwriter through a Request for Proposal process, and make certain declarations to satisfy the reimbursement regulations of the Internal Revenue Code.
- O. Resolution of Intent** to create SID 1388, and set a public hearing for May 10, 2010.

- P. Second and final reading ordinance** for Zone Change #857: An amendment to the City of Billings Zoning Map, an amendment to the Zoning Regulations to create an overlay district to allow separate off-street parking regulations to apply within the East Billings Urban Renewal District (EBURD), and inclusion of property owned by R. Clawson located on the east side of N. 12th Street north of 6th Avenue North.
- Q. Second and final reading ordinance** for Zone Change #862: A zone change from Community Commercial (CC) to Highway Commercial (HC) to allow the expansion of a limited pharmaceutical manufacturing facility on Tract 2A1 of C/S 1965 and Lot 5 of Block 1, Bergquist Subdivision, located at 2414 Roundup Road and 621 Pemberton Lane. Vacant Land, LLC and Tom & Cheri Bergquist, applicants; Ernie Dutton, agent.
- R. Second and final reading ordinance** for Zone Change #863: a text amendment to Section 27-614(e) of the Billings, Montana City Code (BMCC) regulating temporary uses of land related to construction projects.
- S. Second and final reading ordinance** amending Billings City Code Section 6-1203 to remove off-street minimum parking space requirements within the East Billings Parking Overlay District to accomplish parking management goals for the East Billings Urban Renewal District.
- T. Second and final reading ordinance** amending Billings City Code Section 24-400 - Division 4 - Parking Meters and Zones, by revising Sections 24-451, 24-452, 24-454, 24-456, 24-457, 24-462, and by adding new Sections 24-480 - Use of Revenue from Parking Permit Sales within Parking Permit Districts, and 24-490 - East Billings Parking Overlay District, to accomplish the parking management goals for the East Billings Urban Renewal District.
- U. Preliminary Major Plat** of Lake Hills Subdivision, 32nd filing, and **variance request** for 4.715 acres generally located near the intersection of Clubhouse Way and Cherry Hills Road, Ron Hill, applicant, Sanderson Stewart, agent. Approval or disapproval of variance; conditional approval of the plat, and adoption of the Findings of Fact.
- V. Bills and Payroll:**
  - 1.** March 5, 2010
  - 2.** March 12, 2010
  - 3.** March 19, 2010

**REGULAR AGENDA:**

- 2. RESOLUTION IN SUPPORT OF PLACING A 1-MILL COUNTY-WIDE PLANNING LEVY INCREASE ON THE NOVEMBER 2010 ELECTION BALLOT.** Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

3. **RESOLUTION** relating to Special Improvement District Bonds 1389; awarding the sale and fixing the form and detail of the bonds. Staff recommends approval. (**Action:** approval or disapproval of staff recommendation.)
4. **PUBLIC HEARING FOR SITE DEVELOPMENT ORDINANCE VARIANCE #CC-10-01:** A variance from Section 1208(h) (5) allowing one additional curb cut onto Lot 3 of Fronter Drive, Riverfront Pointe Subdivision. Dan Marsich, property owner/developer; Sanderson Stewart, agent. Staff recommends approval. (**Action:** approval or disapproval of staff recommendation.)
5. **PUBLIC HEARING AND RESOLUTION** ordering construction of improvements identified in W.O. 04-12, Phase 3, Alkali Creek Road Maintenance and Slope Reconstruction. Staff recommends approval. (**Action:** approval or disapproval of staff recommendation.)
6. **PUBLIC HEARING AND RESOLUTION** ordering construction of improvements identified in W.O. 08-21, Lake Elmo Drive - Main Street to Wicks Lane. Staff recommends approval. (**Action:** approval or disapproval of staff recommendation.)
7. **PUBLIC HEARING AND RESOLUTION** ordering construction of improvements identified in W.O. 09-02, 2009 Miscellaneous/Developer Related Project. Staff recommends approval. (**Action:** approval or disapproval of staff recommendation.)
8. **PUBLIC HEARING AND RESOLUTION** approving the sale of Lots 7 & 8, Block 53 Fosters Addition to Stockman Bank for \$220,000, with reversion conditions and a first right of refusal to purchase two lots from Stockman Bank in the future. Library Board and staff recommend approval. (**Action:** approval or disapproval of Library Board and staff recommendation.)
9. **RECONSIDERATION OF BID AWARD: Two (2) Quick Response Vehicles (QRV) for Fire Department.** (Opened 2/23/10). (Failed on roll call vote 3/8/10). (Approved for reconsideration 3/22/10). Staff recommends Unruh Fire Equipment for Base Bid #2, \$232,400.00, picked up at the factory, and options #1 and #6, for a total bid award of \$233,906.00. (**Action:** approval or disapproval of staff recommendation).

**PUBLIC COMMENT** on Non-Agenda Items -- Speaker Sign-in required. (*Restricted to ONLY items not on this printed agenda. Please sign up on the clipboard located at the back of the Council Chambers.*)

**COUNCIL INITIATIVES**

**ADJOURN**

*Additional information on any of these items is available in the City Clerk's Office.*

*Reasonable accommodations will be made to enable individuals with disabilities to attend this meeting. Please notify Cari Martin, City Clerk, at 657-8210.*

Date: 04/12/2010

TITLE: W.O. 09-13 Staples Redundant Water Main, Contract Award

PRESENTED BY: David Mumford

Department: Public Works

Information

**PROBLEM/ISSUE STATEMENT**

Council and Mayor are asked to consider authorizing and executing a construction contract for W.O. 09-13, Redundant Water Main to Staples Pump Station. A redundant water main feed to the pump station would be extended approximately 6,800 feet from the intersection of Parkhill Drive and 17th Street West north to the station which is located north of Rimrock Road between Stanford Drive and 17th St. W. In addition, a 16-inch water main would be extended about 1,200 feet in 15th Street West between Avenue D and Parkhill Drive in order to complete a critical distribution system loop.

This redundant water main must cross the BBWA Canal at the west end of Parkhill Drive. On March 8, Council approved a separate construction contract with Four Beers, Inc. for \$73,670.00 to install a 36-inch steel casing pipe across the canal before it fills in early April with seasonal irrigation water. Construction of the new redundant water main will be greatly facilitated by the installed casing pipe because the water main will be slipped through this steel casing under the active BBWA Canal.

**ALTERNATIVES ANALYZED**

The Council may:

- Award the construction contract to Western Municipal Construction; or
- Do not award the construction contract.

**FINANCIAL IMPACT**

Bids were opened on March 23, 2010 for W.O. 09-13 with the results listed below:

Schedule 1

Engineer's Estimate: \$1,914,602.00  
 DePatco, Inc.: \$1,614,822.50  
 Western Municipal Construction: \$1,598,671.00  
 COP Construction LLC: \$1,794,796.00  
 Williams Civil Division: \$1,838,101.50

Schedule 2

Engineer's Estimate: \$435,005.50  
 DePatco, Inc.: \$282,776.00  
 Western Municipal Construction: \$288,412.00  
 COP Construction LLC: \$379,247.00  
 Williams Civil Division: \$397,666.50

Schedule 1 plus Schedule 2

Engineer's Estimate: \$2,349,607.50  
 DePatco, Inc.: \$1,897,598.50  
 Western Municipal Construction: \$1,887,083.00  
 COP Construction LLC: \$2,174,043.00  
 Williams Civil Division: \$2,235,768.00

Schedule 1 (with Alternate No. 1) plus Schedule 2

Engineer's Estimate: \$2,457,812.50  
DePatco, Inc.: \$1,973,978.50  
Western Municipal Construction: \$1,976,193.00  
COP Construction LLC: \$2,250,423.00  
Williams Civil Division: \$2,413,988.00

City water funds will pay for the construction contract. The FY 10 budget for this project is:

Budgeted amount: \$2,700,000.00  
Previously Encumbered: \$433,353.00  
Amount this contract: \$1,887,083.00  
Budget remaining: \$379,564.00

**RECOMMENDATION**

Staff recommends that Council award a single construction contract for both Schedule 1 plus Additive No. Two-Schedule 2 of W.O. 09-13 to Western Municipal Construction in the amount of \$1,887,083.00.

**APPROVED BY CITY ADMINISTRATOR**

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Date: 04/12/2010

TITLE: W.O. 10-01 Water and Sewer Replacement Projects, Contract Award

PRESENTED BY: David Mumford

Department: Public Works

**Information**

**PROBLEM/ISSUE STATEMENT**

Council and Mayor are asked to consider authorizing and executing construction contracts for Schedules 1 and 2 of W.O. 10-01, Water and Sanitary Sewer Replacement Projects. It is also requested that Council and Mayor delay a contract award decision on Schedule 3 until April 26, at which point investigations into the qualifications of the apparent low bidder on that schedule will be complete and it can be confirmed whether sufficient project funding is available for all the water replacement bids. Sewer main, water main, and related improvements will be replaced by this project. Work will occur under three separate contract schedules in various geographical locations within the City as identified by Public Works Department staff. Sanitary sewer main replacement will be completed under Schedule 1 and a portion of Schedule 3. Water main replacement will occur under Schedule 2 and the remaining portion of Schedule 3. Sewer replacement areas include the area north Dehler Park between N. 27th St. and N. 23rd St., Broadwater Ave. between 28th St. W. and 24th St. W., and 24th St. W. between Broadwater Ave. and Grand Ave. Water main will be replaced in Calhoun Ln. between Underpass Ave. and King Ave. E., the area around Newman School in Stone St. and Newman Ln., Upper Mountain View Boulevard, Broadwater Ave. between 28th St. W. and 24th St. W., and 24th St. W. between Broadwater Ave. and Grand Ave.

**ALTERNATIVES ANALYZED**

The Council may:

- Award a construction contract to the low bidder on Schedule 1 (Western Municipal) and Schedule 2 (COP Construction) and delay a contract award decision on Schedule 3 until April 26, 2010; or
- Delay award of all three construction contracts until April 26, 2010.

**FINANCIAL IMPACT**

Bids were opened on March 30, 2010 for W.O. 10-01 with the results listed below:

Schedule 1 – Sanitary Sewer Replacement

Open Cut Alternative

Engineer’s Estimate: \$1,521,849.00  
 Edstrom Construction: \$1,275,777.55  
 Western Municipal: \$1,054,197.50  
 COP Construction: \$1,067,706.00

Trenchless Alternative

Engineer’s Estimate: \$1,488,085.00  
 Edstrom Construction: \$1,320,012.70  
 Western Municipal: \$1,053,934.50  
 COP Construction: \$1,089,617.00

Low Bid--Trenchless Alternative

Western Municipal: \$1,053,934.50

Schedule 2 – Water Replacement

Schedule 2 – Water Replacement

Zone A

Engineer's Estimate: \$1,124,465.00  
Williams Civil Division: \$847,923.00  
Western Municipal: \$882,450.00  
COP Construction: \$764,336.00

Zone B

Engineer's Estimate: \$397,164.00  
Williams Civil Division: \$350,897.00  
Western Municipal: \$286,789.00  
COP Construction: \$284,941.00

Low Bid--Zone A plus Zone B

COP Construction: \$1,049,277.00

Schedule 3 – Water and Sanitary Sewer Replacement

Zone A (Ductile Iron Pipe Alternative)

Engineer's Estimate: \$395,145.00  
Edstrom Construction: \$428,932.00  
Western Municipal: \$294,292.00  
COP Construction: \$290,295.00

Zone A (HDPE Pipe Alternative)

Engineer's Estimate: \$374,095  
Edstrom Construction: \$408,359.50  
Western Municipal: \$274,742.00  
COP Construction: \$317,765.00

Zone B (Open Cut Alternative)

Engineer's Estimate: \$1,540,780.00  
Edstrom Construction: \$1,233,103.50  
Western Municipal: \$1,466,844.00  
COP Construction: \$1,318,223.00

Zone B (Trenchless Alternative)

Engineer's Estimate: \$1,304,700.00  
Edstrom Construction: \$1,163,226.50  
Western Municipal: \$1,375,151.00  
COP Construction: \$1,244,459.00

Zone C

Engineer's Estimate: \$1,450,390.00  
Edstrom Construction: \$1,014,959.00  
Western Municipal: \$1,467,107.00  
COP Construction: \$1,162,427.00

Low Bid--Zone A (HDPE Pipe Alternative) plus Zone B (Trenchless Alternative) plus Zone C

Edstrom Construction: \$2,586,545.00

Successful bids for the project total approximately \$1,680,551.21 for sanitary sewer replacement and \$3,009,205.29 for water replacement. A State Revolving Fund (SRF) loan will be used to pay for all of the water work. City sanitary sewer funds will pay for the sanitary sewer work.

**RECOMMENDATION**

Staff recommends that Council award two (2) construction contracts for W.O. 10-01. Staff recommends award of Schedule 1 to Western Municipal in the amount of \$1,053,934.50 and Schedule 2 to COP Construction in the amount of \$1,049,277.00. Staff recommends that Council and Mayor delay a contract award decision on Schedule 3 until April 26, 2010, at which point investigations into the qualifications of the apparent low bidder on that schedule will be complete and it can be confirmed whether sufficient project funding is available for all the water replacement bids.

**APPROVED BY CITY ADMINISTRATOR**

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Date: 04/12/2010

TITLE: Approval of the Low Bid for the Replacement of the Fluid Cooler Replacement for Billings Logan International Airport

PRESENTED BY: Tom Binford

Department: Aviation & Transit

Information

PROBLEM/ISSUE STATEMENT

Included in the City's Capital Improvement Program is the replacement of the Airport's Fluid Cooler, which is also known as a cooling tower. Located on top of the Terminal Building, this cooling tower is connected to the building's heat pump loop that is used to dissipate excess heat from the system when air conditioning is needed in the Terminal.

Due to the passive solar features of the Terminal, we must be able to cool certain areas of the building year around, which requires the operation of the cooling tower during the Winter months. Unfortunately, since this cooling tower was installed we have experienced ongoing maintenance issues in the Winter, as the water in the tower can splash on the fan cages and freeze. When this occurs, the fan blades become unbalanced resulting in damage to the cooling tower. Although staff has undertaken preventive maintenance steps to reduce this condition, the years of damage will require that this cooler be overhauled or replaced prior to the Summer cooling season. Staff estimates that the cost to overhaul this unit is approximately \$75,000, which is one-half the cost for a new unit. Since overhauling the cooler, which is now 18 years old, would only result in a temporary fix, staff has budgeted for the replacement of this unit. The new unit is designed to better accommodate Winter cooling conditions, as the fan cages are separated from the cooling water to prevent the freezing issues we have experienced. This replacement project was advertised in the Billings Times on March 14, 11, and 18, and posted on the City's Web Site. On March 23, 2010 the following bids were received.

CONTRACTOR	BID
Williams Plumbing, Heating and Utilities	\$159,800
Accent Air Conditioning	\$186,832
Estimate	\$168,000

ALTERNATIVES ANALYZED

The City Council may:

- Approve the award of the Replacement of the Fluid Cooler project; or
- Decline to approve the award.

FINANCIAL IMPACT

The total bid cost of this project is \$159,800. The source of funds for this project is the Airport's Capital fund.

RECOMMENDATION

Staff recommends the City Council approve the award for the Replacement of the Airport's Fluid Cooler to the low bidder, Williams Plumbing, Heating and Utilities, for the amount of \$159,800.

APPROVED BY CITY ADMINISTRATOR

Date: 04/12/2010

TITLE: Award of MET Transit Engine Overhauls Bid

PRESENTED BY: Tom Binford

Department: Aviation & Transit

**Information**

**PROBLEM/ISSUE STATEMENT**

To accomplish engine overhauls in a timely manner, MET Transit annually solicits bids from engine repair vendors to perform mechanical and electronic engine overhauls on three different types of Transit bus engines, an ISM Cummins Diesel Engine (Schedule 1), a Series 50 Detroit Diesel Engine (Schedule2), and a Series 40 Detroit Diesel Engine (Schedule 3). An annual agreement is used due to the vendor's inability to forecast parts and labor cost increases for a period exceeding one year. The annual agreement also enables the MET to make emission standards changes.

Staff advertised for sealed bids on March 18 and 25, 2010. Bid specifications were delivered to five (5) vendors: Interstate Diesel, Northwest Peterbilt, TriState Equipment, Cummins Rocky Mountain and Motor Power Equipment. Bids were opened on March 30, 2010. Cummins Rocky Mountain submitted the only responsive bid. Staff has reviewed the bid and finds it acceptable.

VENDOR	BID
Cummins Rocky Mountain	31778.21

**ALTERNATIVES ANALYZED**

The City Council May:

- Approve the bid award from Cummins Rocky Mountain.
- Not approve the bid award from Cummins Rocky Mountain.

**FINANCIAL IMPACT**

Cummins Rocky Mountain submitted a bid of \$31,778.21 for the ISM Cummins Diesel Engines (Schedule 1). No bids were received for the Series 50 Detroit Diesel Engines (Schedule 2) or the Series 40 Detroit Diesel Engines (Schedule 3). The engine overhauls have been included and approved in the FY 10 operating budget, and will also be included in the FY 11 proposed budget. At this time, staff is unaware of any bus engines in need of an overhaul.

**RECOMMENDATION**

Staff recommends that Council approve the bid submitted by Cummins Rocky Mountain and authorize the Mayor to execute the Agreement.

**APPROVED BY CITY ADMINISTRATOR**

Date: 04/12/2010

TITLE: WO 10-03 2010 Street Maintenance City Chip Seal Change Order #1

PRESENTED BY: David Mumford

Department: Public Works

**Information**

**PROBLEM/ISSUE STATEMENT**

The City Chip Seal project is part of the ongoing Street Preventative Maintenance Program supported by the City Council since 1985. The chip seal contract provides chip sealing of approximately 13 miles of various streets throughout the city. The contract was awarded to Knife River - Billings in the amount of \$420,810.22. There is a desire to chip seal all of the paved areas at the City Water Plant. Knife River - Billings has agreed to chip seal this area for a cost of \$.15/square foot, and the approximate area is 380,000 square feet. The total cost of Change Order #1 is \$57,000.00 and will be paid out of water funds. Change Order #1 is more than 10% of the contract and as such must be approved by City Council. This work will be completed in July of 2010.

**ALTERNATIVES ANALYZED**

The Council may:

- Approve Change Order #1 to WO 10-03, City Chip Seal in the amount of \$57,000.00; or
- Do not approve Change Order #1 to WO 10-03, City Chip Seal.

**FINANCIAL IMPACT**

Funding for WO 10-03, 2010 Street Maintenance City Chip Seal, is provided from Gas Tax Funds, however this change order will be paid from Water Funds due to the location of the work. The original contract was for \$420,810.22. With the approval of change order #1, the new contract amount will be \$477,810.22.

**RECOMMENDATION**

Staff recommends that Council approve Change Order #1 for the 2010 Street Maintenance City Chip Seal Project with Knife River - Billings in the amount of \$57,000.00.

**APPROVED BY CITY ADMINISTRATOR**

**Attachments**

Link: [WO 10-03 City Chip Seal Change Order #1](#)

**CHANGE ORDER**

(Instructions on reverse side)

No. One (1)

**PROJECT:** WO 10-03 City Chip Seal

**DATE OF ISSUANCE:** 4/12/10

**OWNER:** City of Billings  
(Name & Address) 510 N. Broadway, 4<sup>th</sup> Floor  
Billings, MT 59101

**OWNER'S PROJECT NO.** WO 10-03

**CONTRACTOR:** Knife River  
P.O. Box 80066  
Billings, MT 59108

**ENGINEER:** Office of the City Engineer

**ENGINEER'S PROJECT NO.**  
WO 10-03 City Chip Seal

**CONTRACT FOR:** WO 10-03 City Chip Seal

**You are directed to make the following changes in the Contract Documents.**

**Purpose of Change Order:** Add area at the City Water Plant to chip seal at \$.15/sf for an area of approximately 380,000 sf.

**Attachments:** (List documents supporting change)

**CHANGE IN CONTRACT PRICE:**

Original Contract Price  
\$ 420,810.22

Previous Change Orders  
\$ 0

Contract Price prior to this Change Order  
\$ 420,810.22

Net Increase (decrease) of this Change  
\$ 57,000.00

Contract Price with approved Change Order  
\$ 477,810.22

**CHANGE IN CONTRACT TIME:**

Original Contract Time  
August 25, 2010  
days or date

Net Change from previous Change Orders  
0  
days

Contract Time prior to this Change Order  
August 25, 2010  
days or date

Net Increase (decrease) of this Change  
0  
days

Contract Time with approved Change Order  
NA  
days or date

**RECOMMENDED:**

By \_\_\_\_\_  
Engineer

**APPROVED:**

By \_\_\_\_\_  
Owner

**APPROVED:**

By \_\_\_\_\_  
Contractor

## **CHANGE ORDER**

### **INSTRUCTIONS**

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#### **A. GENERAL INFORMATION**

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Time. Changes that have been initiated by a Work Directive Change must be incorporated into a subsequent Change Order if they affect price or time.

Changes that affect Contract Price or Contract Time should be promptly covered by a Change Order. The practice of accumulating Change Order items to reduce the administrative burden may lead to unnecessary disputes.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Time, a Field Order may be used.

#### **B. COMPLETING THE CHANGE ORDER FORM**

Engineer initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Contractor for approval. After approval by Contractor, all copies should be sent to Owner for approval. Engineer should make distribution of executed copies after approval by Owner.

If a change only applies to price or to time, cross out the part of the tabulation that does not apply.

Date: 04/12/2010

TITLE: Operating Permit for Worldwide Flight Services, Inc.

PRESENTED BY: Tom Binford

Department: Aviation & Transit

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**Information**

**PROBLEM/ISSUE STATEMENT**

Allegiant Air, LLC has been operating at the Airport since March 2006. During this time, Allegiant had not leased space in the Terminal Building and operated at the Airport through an agreement with Horizon Air, whereby Horizon used its leased Terminal Building space and employees to provide ground support services for Allegiant flights. Allegiant has terminated its agreement with Horizon regarding ground support services and leased its own space in the Terminal Building. The City Council approved a Scheduled Airline Operating Agreement and Terminal Building Lease with Allegiant at its March 22 meeting. Allegiant has contracted with Worldwide Flight Services, Inc. to provide all ground support services, including ticketing, baggage handling, and passenger loading. To ensure that specific operating requirements will continue to be met, a standard Scheduled Airline Operating Permit between the City of Billings and Worldwide is required. The Operating Permit ensures that this ground support operations company follows certain operating parameters and procedures, including providing proof that the proper insurance coverage is in place. The Permit is automatically renewable for one-year periods, unless there have been no operational activities for three months, or either party chooses to cancel the Permit with 30 days written notice.

**ALTERNATIVES ANALYZED**

The City Council may:

- Approve the Operating Permit,
- Not approve the Operating Permit, or
- Request staff to renegotiate some part of the Operating Permit.

**FINANCIAL IMPACT**

Under the new Operating Permit, Worldwide would not lease any new space in the Terminal Building, but would operate from space currently leased by Allegiant Air, LLC, the airline affiliate contracting its services. Terminal Building rents and landing fees will be paid by Allegiant under its Scheduled Airline Operating Agreement and Terminal Building Lease.

**RECOMMENDATION**

Staff recommends that Council approve and the Mayor execute the Scheduled Airline Operating Permit with Worldwide Flight Services, Inc.

**APPROVED BY CITY ADMINISTRATOR**

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Date: 04/12/2010

TITLE: W.O. 09-26 Contract for Professional Services for WWTP Clarifier Infrastructure Replacement -

PRESENTED BY: David Mumford

Department: Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

Mayor and Council are asked to consider authorizing the Mayor to execute a Contract for Professional Services with Morrison-Maierle, Inc. to provide engineering design and construction services for W.O. 09-26, WWTP Clarifier Infrastructure Replacement. The primary and secondary clarifiers at the Waste Water Treatment Plant need to have general maintenance performed and some equipment replaced. The purpose of this project is to sand blast and re-coat all metal inside the clarifiers including the catwalks, turntables, and drives; replace the grease traps in the primary clarifiers; and patch concrete in the clarifiers. Morrison-Maierle, Inc. was selected for this work based on City staff review of project proposals submitted by prequalified firms.

**ALTERNATIVES ANALYZED**

The Council may:

- Approve the Contract for Professional Services with Morrison-Maierle, Inc.; or
- Do not approve the Contract for Professional Services with Morrison-Maierle, Inc.

**FINANCIAL IMPACT**

Funding for the design and construction of this project is included in the FY 2010 budget in the amount of \$327,000.

**RECOMMENDATION**

Staff recommends that Council authorize the Mayor to sign a contract for professional design and construction management services with Morrison-Maierle, Inc. for W.O. 09-26, WWTP Clarifier Infrastructure Replacement in the amount not to exceed \$53,925.00.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Link: [W.O. 09-26 Contract](#)

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# Contract for Professional Architectural and Engineering Services

## W.O. 09-26 WWTP Clarifier Infrastructure Replacement

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In consideration of the mutual promises herein, City of Billings and Morrison-Maierle, Inc. 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 4 pages (Basic Services of Consultant);

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

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

Appendix D consisting of 3 pages (Schedule of Professional Fees);

Appendix E consisting of 1 pages (Project Schedule);

Appendix F consisting of 8 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. "Consultant" means Morrison-Maierle, Inc.

#### Section 2. Scope of Services.

- A. The Consultant 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 Consultant 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 Consultant may provide, at its own expense, any other services that are consistent with this Contract.
- D. The Consultant shall provide as-built drawings hard copy format and in digital format, as approved by the City of Billings, to the Administrator within 30 days after the project completion date. Final payment will be withheld until the as-built drawings are received by the City of Billings.
- E. The Consultant 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 Consultant 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 June 1, 2011.

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 Consultant 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 Consultant's performance is unsatisfactory, the Administrator must, within ten (10) days of the payment denial, notify the Consultant of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why. Billings will pay Consultant within 30 days of receiving an acceptable invoice.

Section 5. Termination of the Consultant's Services.

The Consultant'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 Consultant 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 Consultant's services for convenience, Billings shall pay the Consultant 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 Consultant shall become the property of Billings.

- B. If the Consultant's services are terminated for cause, Billings shall pay the Consultant the reasonable value of the services satisfactorily rendered prior to termination, less any damages suffered by Billings because of the Consultant'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 Consultant under this Contract shall become the property of Billings at its option.
- C. If the Consultant 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 Consultant shall not be entitled to any compensation under this Section until the Consultant has delivered to the Administrator all documents, records, Work product, materials and equipment owned by Billings and requested by the Administrator.
- E. If the Consultant's services are terminated for whatever reason the Consultant 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 Consultant'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 Consultant'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 Consultant shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Consultant shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.
- B. The Consultant shall provide the following insurance:
  - 1. Workers' compensation and employer's liability coverage as required by Montana law.
  - 2. Commercial general liability, including contractual and personal injury coverage's -- \$1,500,000 per occurrence.
  - 3. Commercial automobile liability -- \$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 Consultant 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 Consultant 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 Consultant 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. Consultant shall retain rights to pre-existing proprietary property including but not limited to interactive models. The Consultant shall have the right to include photographic or artistic representations of the design and construction of the Project among the Consultant's promotional and professional materials. The Consultant's materials shall not include Billings' confidential or proprietary information regardless of whether Billings has previously advised the Consultant in writing of the specific information considered by Billings to be confidential and proprietary.
- B. Equipment purchased by the Consultant 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 Consultant 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 Consultant's or subconsultant'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), e-mail, or mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

Billings: Travis Harris, P.E.  
City of Billings  
Public Works Engineering  
2224 Montana Avenue  
Billings, Montana 59101

e-mail: [harrist@ci.billings.mt.us](mailto:harrist@ci.billings.mt.us)  
FAX: (406) 237-6291

Consultant: Carl Anderson, P.E.  
Morrison-Maierle, Inc.  
315 N. 25<sup>th</sup> Street, Suite 102  
Billings, MT 59101

e-mail: [canderson@m-m.net](mailto:canderson@m-m.net)  
FAX: (406) 237-1201

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 Consultant 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 Consultant 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 Consultant'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 Consultant;
- 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 Consultant agrees to abide by those additional requirements immediately upon receipt of written notice thereof from Billings.

Section 15. Subcontracts.

The Consultant 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 Consultant delegates the provision of services shall be subject to review and approval by the Administrator before it is executed by the Consultant.
- C. Every subcontract in an amount exceeding \$1,000 shall require reasonable access to business records of the subconsultant relating to the purchase of goods or services pursuant to the subcontract.

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

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

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

Section 3. Permits, Laws, and Taxes.

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

Consultant: Carl Anderson, P.E.  
(title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

Any civil action arising 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 deemed 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 Consultant 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 Consultant or any agent, employee or subconsultant as a result of the Consultant's or any subconsultant's performance pursuant to this Contract.

- A. The Consultant 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 Consultant, the Consultant 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 Consultant's or any subconsultant's wrongful or negligent acts occurring as a result from the Consultant's performance pursuant to this Contract.

Section 10. Inspection and Retention of Records.

The Consultant 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 Consultant is to complete performance in accordance with Section 2 of the Special Provisions. Upon request, and within a reasonable time, the Consultant 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 Consultant 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 Consultant 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

Consultant

\_\_\_\_\_  
Thomas W. Hanel, Mayor

\_\_\_\_\_

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 \_\_\_\_\_, 2010, before me, the undersigned, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of \_\_\_\_\_, and acknowledged to me that they executed the foregoing instrument on behalf of said corporation having first been authorized to do so.

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

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

**Note:**           **Final contract documents will require the Consultant's signature to be notarized.**

## Appendix A

### Basic Services of Engineer

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

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

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

- K. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project the Task Director designated for the Engineer is Carl Anderson, P.E.

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 Travis Harris, PE, working under the City Engineer, Debi Meling, P.E.

Section 3. Scope of Work.

- 1.1 The Engineer shall perform the work outlined within this agreement that includes the completion of design and construction phase services for the Wastewater Treatment Plant Clarifier Infrastructure Replacement project. Design and construction work for the City of Billings includes replacement of equipment on the primary and secondary clarifiers and providing some general maintenance to the clarifiers. In general these improvements may consist of, but not be limited to:
- Replacing grease traps and the piping to the grease vault on the four primary clarifiers.
  - Sand blasting and recoating metal inside clarifiers including catwalks, turntables and drives on four primary clarifiers and four secondary clarifiers.
  - Truing up No. 4 primary clarifier center column.
  - Patching concrete on four primary clarifiers and four secondary clarifiers.

Completion of said design shall include the following tasks:

A. Preliminary Engineering Services (30% Design)

1. Complete on-site investigation and review of as-built information to identify each clarifier specific maintenance needs to be included in the project.
2. Apply for all permits, licenses and approvals necessary to construct the project; this includes, at a minimum, stormwater permits and water/sewer extension approvals from the Montana Department of Environmental Quality will be necessary. All permit and licensing fees will be paid by City of Billings.
3. Review of any existing geotechnical engineering provided by the City of Billings mandatory field sampling, laboratory testing and review of

subsurface soils to determine appropriate groundwater management to be included in the project plans and specifications.

4. Coordination with City of Billings staff and other public and private stakeholders in the development of the project improvements.
5. Design of the clarifier improvements.
6. Prepare and submit of a Preliminary Design Report, report shall summarize project related design parameters, construction sequencing to minimize disruption to the operation of the wastewater treatment plant preliminary construction costs. Five (5) copies of the Preliminary Design Report will be provided to City of Billings for review.

**B. Preliminary Engineering Services (70% Design)**

1. The 70% design package will incorporate City of Billings comments pertaining to the Preliminary Design Report project specifications and sheets will be presented. Two (2) half-size sets, and two (2) project specifications will be provided to City of Billings for review.
2. Attend periodic design review meetings with City of Billings.

**C. Final Engineering Services (90% Final 100% Design)**

1. The 90% design package will incorporate comments received from City of Billings, after the 70% design package submittal and periodic design review meetings are complete. The plan package will include the project specifications and plan sheets and other recommended improvements. Two (2) half-size sets, and two (2) project specifications will be provided to City of Billings for review.
2. Attend periodic design review meetings with City of Billings.
3. Engineer will provide final design services upon receiving City of Billings approval of the 90% plan package submittal. This will be completed as follows:
4. Stamp and sign all plans and specifications with seal of Professional Engineer in charge.
5. Computation of project construction quantities and preparation of an engineer's opinion of probable construction cost.
6. Prepare and supply all project specifications and bidding documents necessary for bidding and construction. Bid advertisement text will be provided to City of Billings for publication. Schedule and hold pre-bid meeting. Prepare and issue addenda as necessary. Conduct a pre-bid field review with contractors as necessary. Attend the bid opening, analyze bids, submit a bid tabulation, and make a construction contract award recommendation.

7. Submittal of ten (10) half-size and two (2) full-sized plan sets.
8. Submittal of six (6) copies of project specifications and contract bidding documents.
9. Electronic submittal of construction plans and bid documents.
10. Submittal of two (2) copies of the project specifications, two (2) half-size plans sets, contract-bidding documents, design report and certified water and sewer checklists to Montana Department of Environmental Quality (MDEQ) for approval.

#### D. Construction Services

##### 1. Inspection

- a. The City of Billings will provide review of construction to check the Contractor's work for compliance with the drawings, specifications, and other applicable documents, codes, or standards on a part time basis. The Engineer will provide periodic on-site engineering support as requested by the City of Billings staff during construction.
- b. Engineering Support. The Engineer's engineering support during construction will be limited to the following: 32 hours of Resident Project Representative (RPR), 32 hours of Project Manager, and 16 hours of structural engineering time. The structural engineering time shall be reviewing photos and other documentation and shall not be conducted on-site. Should the City of Billings require additional engineering support during construction, this time shall be considered additional services.

##### 2. Submittal Review and Document Preparation.

- a. Check shop drawings, samples, equipment, and other data submitted by the Contractor for compliance with drawings and specifications.
- ##### 3. Other Construction Phase Services. The City of Billings shall provide all other construction phase services not specifically included as Engineer's services including but not limited to progress meetings with the contractor, change order preparation, progress estimate review and processing, substantial completion walkthrough, final close-out, and anniversary inspection.

#### E. Final Services

1. Prepare record drawings (As-Built) and furnish City of Billings with one (1) paper set for review and comment.

2. Following receipt of review comments from City of Billings, make necessary changes and furnish City of Billings with two (2) sets of full size paper prints and one (1) electronic set, in AutoCAD (\*.dwg) or PDF format, of record drawings.

## Appendix B

### Methods and Times of Payment

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

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

Partial payment shall be made to the Engineer upon receipt of the Engineer's pay estimate, said estimate being proportioned to the work completed by the Engineer. Billings shall deduct ten percent (10%) 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. Design  | \$39,854 |
| 2. Construction Administration and Closeout Services | \$14,071 |

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

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

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

#### Section 3. Corrections.

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

#### Section 4. Fee Increases

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

## **Appendix C**

### **Additional Services of Engineer**

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

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

## **Appendix D**

### **Schedule of Professional Fees**

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

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

**MORRISON-MAIERLE, INC.**  
**STANDARD BILLING RATES SCHEDULE**

RATES EFFECTIVE THROUGH APRIL 30, 2010

PROFESSIONAL SERVICES	STANDARD RATE	OVERTIME RATE
Principal:	\$180.00	\$180.00
Engineer:		
Supervising Engineer III	\$155.00	\$155.00
Supervising Engineer II	139.00	139.00
Supervising Engineer I	126.00	126.00
Senior Engineer II	119.00	119.00
Senior Engineer I	110.00	110.00
Design Engineer II	100.00	100.00
Design Engineer I	93.00	93.00
Staff Engineer	85.00	85.00
Engineer Intern	77.00	77.00
Scientist:		
Senior Environmental Scientist	\$127.00	\$127.00
Environmental Scientist	94.00	94.00
Environmental Professional II	78.00	78.00
Environmental Professional I	65.00	65.00
Environmental Technician	59.00	88.50
Senior Geologist	138.00	138.00
Geologist II	118.00	118.00
Geologist I	95.00	95.00
Staff Geologist	74.00	74.00
Engineering Technician:		
Senior Engineering Technician	\$100.00	\$100.00
Engineering Technician II	90.00	90.00
Engineering Technician I	77.00	77.00
Technician III	66.00	99.00
Technician II	53.00	79.50
Technician	42.00	63.00
Resident Project Representative II	\$100.00	\$100.00
Resident Project Representative I	87.00	87.00
Expert Witness	Quote per Job	
Clerical, Graphics, and Reproduction:		
Administrative Manager	\$70.00	\$70.00
Administrative Coordinator	61.00	91.50
Administrative Specialist II	54.00	81.00
Administrative Specialist I	48.00	72.00
Administrative Technician	37.00	55.50
IS Technician	81.00	81.00
Printer	67.00	100.50
Graphics Technician	67.00	100.50
SURVEYING SERVICES	STANDARD RATE	OVERTIME RATE
Senior Survey Manager	\$127.00	\$127.00
Survey Manager	112.00	112.00
Land Surveyor III	95.00	95.00
Land Surveyor II	86.00	86.00
Land Surveyor I	78.00	78.00
Survey Technician III	67.00	100.50
Survey Technician II	58.00	87.00
Survey Technician I	41.00	61.50
Survey Crew:		
3-Person Crew	Quote per Job	Quote per Job
2-Person Crew	Quote per Job	Quote per Job



## Appendix E

### Project Schedule

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Based on a notice to proceed by Billings date no later than April 16, 2010, the completion date for the Engineer's work through final design shall be:

A. Public Meetings

1. First Meeting – N/A
2. Second Meeting – N/A
3. Final Meeting – N/A

B. Submittals and Meetings

- |  |                              |
|--|------------------------------|
| 1. 30% Design – Preliminary Engineering Report | June 4 <sup>th</sup> , 2010  |
| 2. 70% Design                                  | July 9 <sup>th</sup> , 2010  |
| 3. 100% Design                                 | July 23 <sup>rd</sup> , 2010 |

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

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

## Appendix F

### Certificate(s) of Insurance

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(Attach Certificate(s) of Insurance)

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/17/2009

**PRODUCER**  
Montana International Ins.  
A Member of Payne Financial Group  
P.O. Box 6127  
Helena, MT 59604-0638

**INSURED**  
Morrison - Maierle, Inc.  
P.O. Box 6147  
Helena, MT 59604-6147

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: National Fire Insurance Co of	
INSURER B: Transportation Insurance Co.	
INSURER C: Valley Forge Insurance Co.	
INSURER D:	
INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	2095451438	12/31/09	12/31/10	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
C	X	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  <b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO	2095451472	12/31/09	12/31/10	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
						AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
B		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	2095451522	12/31/09	12/31/10	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
							\$
							\$
							\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
		OTHER				E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Proof of Coverage Only. No rights or privileges granted.

**CERTIFICATE HOLDER**

**CANCELLATION 10 Days for Non-Payment**

\*\*\*\*Evidence of Insurance\*\*\*\*

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Frank H. Wanklin*

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID NW  
MORRI-4

DATE (MM/DD/YYYY)  
01/28/10

PRODUCER  <b>The Hartwell Corporation - Cal</b> PO Box 400 Caldwell ID 83606 Phone: 208-459-1678 Fax: 208-454-1114	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED  <b>Morrison-Maierle, Inc.</b> P. O. Box 6147 Helena MT 59604	INSURER A: <b>American Zurich Ins Co</b>	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E. L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E. L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E. L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E. L. EACH ACCIDENT	\$	E. L. DISEASE - EA EMPLOYEE	\$	E. L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER												
E. L. EACH ACCIDENT	\$												
E. L. DISEASE - EA EMPLOYEE	\$												
E. L. DISEASE - POLICY LIMIT	\$												
A	<b>Prof. Liab.</b> \$25,000 Deductible	EOC5253530-07	08/12/09	08/12/10	Ea. Claim \$2,000,000 Ann. Agg. \$2,000,000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**Proof of Insurance / For bidding purposes only**

## CERTIFICATE HOLDER

## CANCELLATION

XXXXXXXX  XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXX XX XXXXXX	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 0 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



# CERTIFICATE OF LIABILITY INSURANCE

OP ID LC  
MORRMAT

DATE (MM/DD/YYYY)

12/18/09

<b>PRODUCER</b>  Western States Ins - Helena P O Box 5207 Helena MT 59604 Phone: 406-442-8010 Fax: 406-442-8353	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b>  Morrison-Majerle Arizona Inc. Morrison-Majerle Systems Corp 1275 W Washington St Ste 108 Tempe AZ 85281	INSURER A: <b>Argonaut Insurance</b>	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
<b>A</b>		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER	<b>WC47726827379</b> <b>OSC - UT/AZ/SD/CA/TX</b>	<b>01/01/10</b>	<b>01/01/11</b>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	<b>\$ 1000000</b> <b>\$ 1000000</b> <b>\$ 1000000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

### PROOF OF WORKERS COMPENSATION COVERAGE

### CERTIFICATE HOLDER

### CANCELLATION

---\*---

**\*\*INSURED'S COPY\*\***

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*[Signature]*

## **IMPORTANT**

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## **DISCLAIMER**

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# CERTIFICATE OF LIABILITY INSURANCE

OP ID LC  
MORRMAI

DATE (MM/DD/YYYY)

12/18/09

<b>PRODUCER</b> Western States Ins - Helena P O Box 5207 Helena MT 59604 Phone: 406-442-8010 Fax: 406-442-8353	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Morrison-Maierle Inc. Morrison-Maierle Systems Montana K.C. Hill PO Box 6147 Helena MT 59604	INSURER A: State Compensation Ins Fund	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

### COVERAGES

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INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below	033302811-MM INC. 033302837-MM SYSTEMS MT	01/01/10 01/01/10	01/01/11 01/01/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**Proof of Insurance**

### CERTIFICATE HOLDER

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**BIDDING/INFORMATION PURPOSES**

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

## **IMPORTANT**

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If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Date: 04/12/2010

TITLE: Compensation Agreement for Private Contract No. 610; M&K Blue One, LLC

PRESENTED BY: David Mumford

Department: Public Works

**Information**

**PROBLEM/ISSUE STATEMENT**

In order to obtain sanitary sewer service to Lots 4 and 5 of Lenhardt Square Subdivision, 1st Filing, the developer, M&K Blue One, LLC., extended 622 feet of 18-inch sanitary sewer main north from King Avenue in South 44th Street West. This extension was not a scheduled City Capital Improvements Project, so the developer paid the entire cost of the project.

It is currently City policy for the development community to pay for the entire cost of constructing water and sanitary sewer mains 12 inches or less in size (interior mains) and for the City to pay for the entire cost of constructing water and sanitary sewer mains greater than 12 inches in size (local mains). Since M&K Blue One's private contract constructed an 18-inch sanitary sewer main, the developer desires to be compensated for these costs in full. City staff proposes that such compensation be accomplished through a compensation agreement.

**ALTERNATIVES ANALYZED**

The Council may:

- Approve the Compensation Agreement with M&K Blue One, LLC; or
- Do not approve the Compensation Agreement with M&K Blue One, LLC.

**FINANCIAL IMPACT**

Based on review of the final quantities installed on this private contract, Public Works Department staff has determined that \$38,018.00 of sanitary sewer main construction is eligible to be recovered by M&K Blue One, LLC. The extent and timing of the City's participation in the project costs is determined in conformance with the CIP approved by City Council. The FY 10 budget has \$500,000 included for compensation agreements.

**RECOMMENDATION**

Staff recommends that Council authorize the Mayor to execute the Compensation Agreement with M&K Blue One, LLC.

**APPROVED BY CITY ADMINISTRATOR**

**Attachments**

Link: [P-610 Compensation Agreement](#)

COMPENSATION AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between THE CITY OF BILLINGS, Billings, Montana, hereinafter referred to as the "CITY", and MRK Blue One, LLC of PO Box 3494, Billings, MT 59103, hereinafter referred to as "DEVELOPER".

WITNESSETH

WHEREAS, the CITY'S Water/Wastewater Extension Policy outlines the procedure and criteria the CITY uses in approving extensions of the public water and wastewater systems; and

WHEREAS, the CITY'S Utilities Fees Practice outlines how the CITY participates in construction of various water and wastewater facilities and applies water and wastewater system development fees to developments; and

WHEREAS, no person, developer, customer or applicant shall acquire any vested rights under the terms and provisions of this agreement; and

WHEREAS, DEVELOPER has agreed to extend or replace water and/or wastewater facilities for the purpose of providing service through plans and specifications approved by the City on the 25<sup>th</sup> day of June, 2009. Said plans and specifications generally provide for the construction of water and/or wastewater facilities which are specifically described in Exhibit 1, attached hereto; and

WHEREAS, DEVELOPER is desirous of obtaining compensation for a portion of the water and/or wastewater facilities hereafter described; and

WHEREAS, the CITY is desirous of compensating the DEVELOPER for a portion of such water and/or wastewater facilities.

48

NOW, THEREFORE, CITY and DEVELOPER, in consideration of their mutual promises to each other hereinafter stated, agree as follows:

1. The water and/or wastewater facilities which are eligible for compensation to the extent set forth in this Agreement are specifically described in Exhibit 1, attached hereto, and by this reference incorporated herein as if fully set out.
2. With respect to DEVELOPER'S entitlement to compensation, the CITY and DEVELOPER agree that the conditions set forth hereinafter, must be met before DEVELOPER is entitled to or will receive any compensation. Said conditions are:
  - (a) The extent, timing, and manner of the CITY'S participation in a water and/or wastewater facilities extension or replacement is determined in conformance with the CITY'S Water/Wastewater Extension Policy and the CITY'S Utilities Fees Practice. Extensions or replacements not eligible for compensation according to these CITY policies and practices must be constructed by the DEVELOPER at his expense.
  - (b) DEVELOPER shall provide to the CITY sufficient verifiable cost data to determine the appropriate amount of compensation within thirty (30) days of final inspection of the water and/or wastewater facilities and approval and acceptance by the CITY that all construction was completed according to the approved plans and specifications.
  - (c) Upon completion of the extension or replacement of the water and/or wastewater facilities, the DEVELOPER must convey all right, title and interest in the facilities to the CITY.
  - (d) DEVELOPER shall, at all times, provide to the CITY a current address for purposes of mailing compensation to DEVELOPER.

- (e) Extension or replacement of water and/or wastewater facilities must be done in compliance with all rules, regulations, resolutions and ordinances of the CITY, including but not limited to standards for design and construction of the facilities.

DEVELOPER agrees that it will not be entitled to any compensation whatsoever until the above conditions have been completely satisfied. DEVELOPER'S violation of any of the conditions set forth herein may, at the option of the CITY, result in denial of any and all compensation to the DEVELOPER.

- 3. In addition, it is expressly agreed that any compensation is conditioned upon the following:
  - (a) Compensation is limited to costs attributable to water and/or wastewater facilities described in Exhibit 1, less all administrative costs incurred by the CITY. In no event will compensation exceed the actual cost to the DEVELOPER of extending or replacing the water and/or wastewater facilities.
  - (b) Compensation shall not include any interest charges.

Acceptance of the water and/or wastewater facilities for purposes of compensation as set forth in this agreement shall be evidenced by written notice of a letter from the Public Works Department of the CITY and directed to the DEVELOPER at the address set forth in the first paragraph of this agreement.

- 4. Compensation does not apply to additional extensions or replacements of the water and/or wastewater facilities described in Exhibit 1. Compensation shall be based upon the final total project costs.
- 5. The address for mailing compensation to the DEVELOPER shall be that address specified in the first paragraph of this agreement. Any change in address of the DEVELOPER shall be sent to the Public Works Director of the City of Billings at P.O. Box 1178, Billings, MT 59103. The designation of a new address shall be accompanied by a copy of this agreement.
- 6. This agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their successors and assigns.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

DEVELOPER

By \_\_\_\_\_

CITY OF BILLINGS

By \_\_\_\_\_  
Mayor

ATTEST:

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

1/5

EXHIBIT 1  
4th Street West Improvements along Lots 4 and 5, Lenhardt Square Subdivision, First Filing  
Sanitary Sewer Improvements

Sanitary Sewer Main Extension

NO.	EST. QTY	DESCRIPTION	PRICE	CITY COMPENSATION	AMOUNT DUE MAX BLUE ONR, LLC
102	1 IS	Deventing	\$3,500.00 / IS =	\$3,500.00	\$3,500.00
103	1 BA	Connect to Existing 18-inch Sanitary Sewer Main Stub	\$900.00 / BA =	\$900.00	\$900.00
104	3 BA	Basic Sanitary Sewer Manhole	\$2,250.00 / BA =	\$6,750.00	\$6,750.00
105	3 V/F	Extra Depth Manhole	\$20.00 / V/F =	\$694.00	\$694.00
106	622 BA	18-inch Sanitary Sewer Pipe	\$42.00 / BA =	\$26,124.00	\$26,124.00
107	1 EA	18-inch Cap	\$50.00 / EA =	\$50.00	\$50.00

TOTAL SANITARY SEWER REIMBURSEMENT COST \$38,018.00 \$38,018.00

PROJECT: Private Contract No. 610 - Lenhardt Square Subdivision  
 S.S. PROJECT NO.: 07054.03

BID DATE: March 17, 2009  
 BID TIME: 2:00 p.m.

BY: SANDERSON STEWART  
 FOR: M&K Blue One, LLC

ITEM NO.	EST. QTY.	DESCRIPTION	Engineer's Estimate		Castlerock Excavating, Inc.		Western Municipal Const., Inc.		W Construction. LLC	
			UNIT PRICE \$	TOTAL PRICE \$	UNIT PRICE \$	TOTAL PRICE \$	UNIT PRICE \$	TOTAL PRICE \$	UNIT PRICE \$	TOTAL PRICE \$
<b>BASE BID</b>										
101	1	LS Mobilization and Insurance	5,674.00 / LS =	5,674.00	3,200.00 / LS =	3,200.00	11,218.00 / LS =	11,218.00	12,000.00 / LS =	12,000.00
102	1	LS Dewatering	25,000.00 / LS =	25,000.00	3,500.00 / LS =	3,500.00	22,150.00 / LS =	22,150.00	26,838.86 / LS =	26,838.86
103	1	EA Connect to Existing 18-inch Sanitary Sewer Main Stub	2,500.00 / EA =	2,500.00	900.00 / EA =	900.00	2,596.00 / EA =	2,596.00	4,952.16 / EA =	4,952.16
104	2	EA Basic Sanitary Sewer Manhole	2,500.00 / EA =	5,000.00	2,250.00 / EA =	4,500.00	2,920.00 / EA =	5,840.00	7,267.45 / EA =	14,534.90
105	23.1	VF Extra Depth Manhole	105.00 / VF =	2,425.50	20.00 / VF =	462.00	81.00 / VF =	1,871.10	166.86 / VF =	3,854.47
106	622	LF 18-inch Sanitary Sewer Pipe	70.00 / LF =	43,540.00	42.00 / LF =	26,124.00	57.00 / LF =	35,454.00	65.25 / LF =	40,585.50
107	1	EA 18-inch Cap	400.00 / EA =	400.00	50.00 / EA =	50.00	190.00 / EA =	190.00	450.78 / EA =	450.78
108	1	EA 6-inch Sanitary Sewer Service	1,000.00 / EA =	1,000.00	400.00 / EA =	400.00	794.00 / EA =	794.00	968.79 / EA =	968.79
109	34	LF 6-inch Sanitary Sewer Service Pipe	35.00 / LF =	1,190.00	20.00 / LF =	680.00	78.00 / LF =	2,652.00	72.36 / LF =	2,460.24
<b>TOTAL BASE BID</b>				<b>\$86,729.50</b>		<b>\$39,816.00</b>		<b>\$82,765.10</b>		<b>\$106,645.70</b>

2/5

S.S. PROJECT NUMBER: 07054.03  
 PROJECT NUMBER: PRIVATE CONTRACT NO. 610  
 PROJECT DESCRIPTION: LENHARDT SQUARE SUBDIVISION

CONTRACTOR: CASTLEROCK EXCAVATING, INC.  
 APPLICATION FOR PAYMENT NO: THREE - FINAL

TIME PERIOD: September 30, 2009  
 SUBMITTED BY: SANDERSON STEWART

RELEASING RETAINAGE

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE \$	CONTRACT DOLLAR AMOUNT \$	QUANTITY THIS ESTIMATE	AMOUNT THIS ESTIMATE \$	QUANTITY PRIOR ESTIMATES	AMOUNT PRIOR ESTIMATES \$	QUANTITY TO DATE	AMOUNT TO DATE \$	PERCENT OF BID TO DATE	UNIT CMPTE (X)
<b>BASE BID</b>													
101	Mobilization and Insurance	LS	1.00	3,200.00	3,200.00	0.00	0.00	1.00	3,200.00	1.00	3,200.00	100%	X
102	Dewatering	LS	1.00	3,500.00	3,500.00	0.00	0.00	1.00	3,500.00	1.00	3,500.00	100%	X
103	Connect to Existing 18-inch Sanitary Sewer Main Stub	EA	1.00	900.00	900.00	0.00	0.00	1.00	900.00	1.00	900.00	100%	X
104	Basic Sanitary Sewer Manhole	EA	2.00	2,250.00	4,500.00	0.00	0.00	3.00	6,750.00	3.00	6,750.00	150%	X
105	Extra Depth Manhole	VF	23.10	20.00	462.00	0.00	0.00	34.70	694.00	34.70	694.00	150%	X
106	18-inch Sanitary Sewer Pipe	LF	622.00	42.00	26,124.00	0.00	0.00	622.00	26,124.00	622.00	26,124.00	100%	X
107	18-inch Cap	EA	1.00	50.00	50.00	0.00	0.00	1.00	50.00	1.00	50.00	100%	X
108	6-inch Sanitary Sewer Service	EA	1.00	400.00	400.00	0.00	0.00	1.00	400.00	1.00	400.00	100%	X
109	6-inch Sanitary Sewer Service Pipe	LF	34.00	20.00	680.00	0.00	0.00	34.00	680.00	34.00	680.00	100%	X

				<b>TOTAL CONTRACT</b>	<b>\$39,816.00</b>		<b>\$0.00</b>		<b>\$42,298.00</b>		<b>\$42,298.00</b>	<b>106.23%</b>	
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CHANGE ORDER NO. ONE

CO1-1 Reconcile Contract to Reflect Actual Quantities Installed

104	Basic Sanitary Sewer Manhole	EA	1.00	2,250.00	2,250.00								
105	Extra Depth Manhole	VF	11.60	20.00	232.00								

				<b>TOTAL CONTRACT CHANGE ORDER NO. ONE</b>	<b>\$2,482.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		
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				<b>ADJUSTED CONTRACT TOTAL</b>	<b>\$42,298.00</b>		<b>\$0.00</b>		<b>\$42,298.00</b>		<b>\$42,298.00</b>	<b>100.00%</b>	
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APPLICATION FOR PAYMENT

9/30/2009

S.S. PROJECT NUMBER: 07054.03  
 PROJECT NUMBER: PRIVATE CONTRACT NO. 610  
 PROJECT DESCRIPTION: LENHARDT SQUARE SUBDIVISION

CONTRACTOR: CASTLEROCK EXCAVATING, INC.  
 APPLICATION FOR PAYMENT NO: THREE - FINAL


TIME PERIOD: September 30, 2009  
 SUBMITTED BY: SANDERSON STEWART

RELEASING RETAINAGE

TOTAL ADVANCED MATERIAL RECEIVED	\$0.00
LESS USED ON CONTRACT	\$0.00
MATERIALS ON HAND NOT USED	\$0.00
WORK COMPLETED TO DATE	\$42,298.00
TOTAL WORK AND MATERIALS	\$42,298.00
DEDUCTIONS	
LESS RETAINAGE	\$0.00
LESS TEST FAILURE DEDUCT: MO. TOTAL	\$0.00
LESS LIQUIDATED DAMAGES	\$0.00
TOTAL DEDUCTIONS	\$0.00
TOTAL EARNED TO DATE (INCL. 1% GRT)	\$42,298.00
LESS PREVIOUS APPLICATION FOR PAYMENTS	(\$40,183.10)
SUBTOTAL	\$2,114.90
LESS 1% GRT (NOT REQUIRED)	\$0.00
TOTAL DUE CONTRACTOR THIS APPLICATION	\$2,114.90

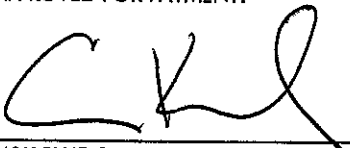
CONTRACT TIME	30	DAYS	START (NTP)	06/22/09
+ OR - CHANGE ORDER	0	DAYS		
TOTAL CONTRACT TIME	30	DAYS	SUSPEND W.O.	00/00/00
LESS USED TO DATE	45	DAYS	RESUME W.O.	00/00/00
TOTAL DAYS REMAINING	(15)		WEATHER DAYS	
PERCENT OF TIME USED	150%		EST. END DATE	07/22/09
PERCENT \$ ON SCHEDULE	100.00%		CERTIFICATE OF SUBSTANTIAL COMPLETION	08/09/09


I HEREBY CERTIFY THESE QUANTITIES TO BE TRUE AND CORRECT:

  
 SANDERSON STEWART  
 9/30/09  
 DATE

  
 CASTLEROCK EXCAVATING, INC.  
 10/1/09  
 DATE

APPROVED FOR PAYMENT:

  
 M&K BLUE ONE, LLC  
 10-30-09  
 DATE

  
 CITY OF BILLINGS  
 12/22/09  
 DATE

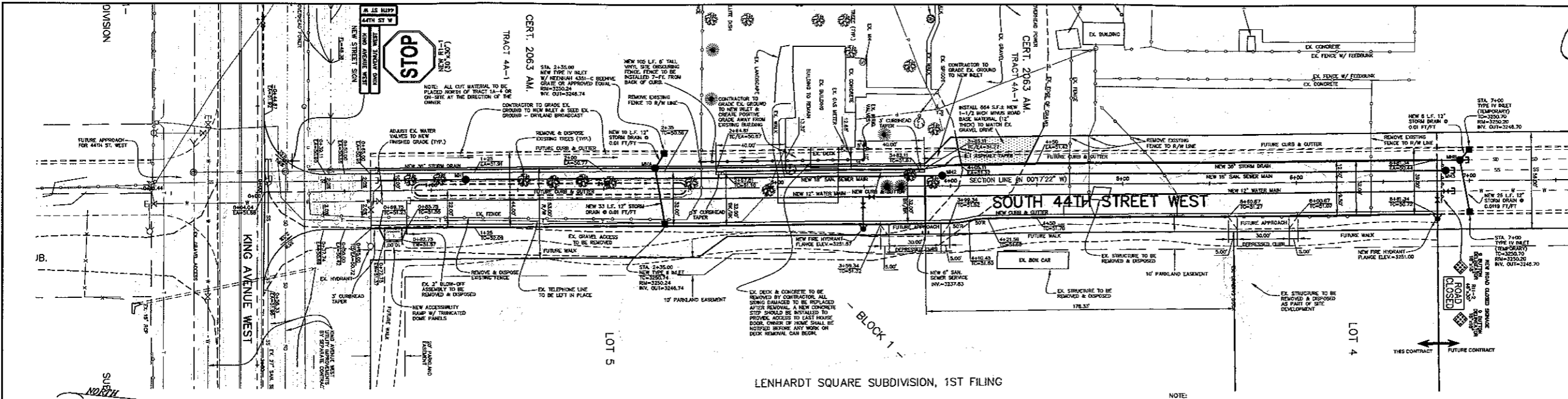
4/5



PRIVATE CONTRACT No. 610  
TO PROVIDE WATER, SANITARY SEWER, STORM DRAIN AND STREET IMPROVEMENTS  
FOR LOTS 4 & 5, BLOCK 1, LENHARDT SQUARE SUBDIVISION, 1ST FILING  
BILLINGS, MONTANA

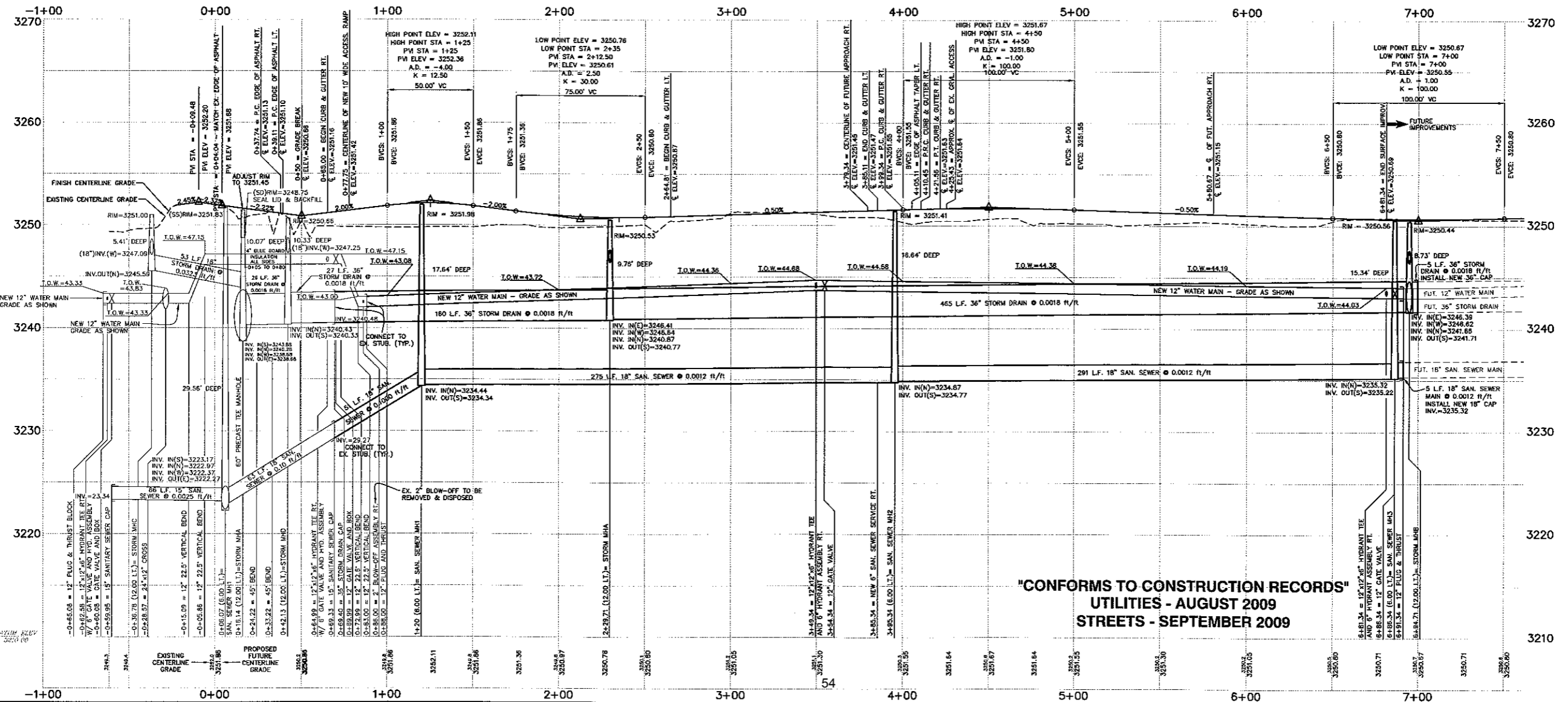
APPROVED BY: WMR  
QUALITY ASSURANCE  
TB - 1/27/09

SCALE: AS SHOWN  
FILE: SARATOV\_PRO  
PROJECT NO.: 07054.03  
SHEET 3 OF 4



SCALE  
PLAN : 1" = 30'  
PROFILE  
HORIZ. : 1" = 30'  
VERT. : 1" = 5'

NOTE:  
-EXISTING UNDERGROUND INSTALLATIONS & PRIVATE UTILITIES SHOWN ARE INDICATED ACCORDING TO THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF SUCH INFORMATION. SERVICE LINES (WATER, POWER, GAS, STORM, SEWER, TELEPHONE & TELEVISION) MAY NOT BE STRAIGHT LINES OR AS INDICATED ON THE PLANS. STATE LAW REQUIRES CONTRACTOR TO CALL ALL UTILITY COMPANIES BEFORE EXCAVATION FOR EXACT LOCATIONS.  
-ALL IMPROVEMENTS SHALL BE PERFORMED IN ACCORDANCE WITH MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS 5TH EDITION, MARCH, 2003, AND THE CITY OF BILLINGS STANDARD MODIFICATIONS, DATED MARCH, 2006; INCLUDING REVISIONS DATED 8/08.  
-UNLESS OTHERWISE SPECIFIED, ALL CONSTRUCTION LAYOUT AND STAKING SHALL BE PERFORMED UNDER THE RESPONSIBLE CHARGE OF A LAND SURVEYOR LICENSED IN THE STATE OF MONTANA AND BY A PARTY CHIEF OR ENGINEERING TECHNICIAN EXPERIENCED IN CONSTRUCTION LAYOUT AND STAKING TECHNIQUES AS ARE REQUIRED BY THE SPECIFIC TYPE OF WORK BEING PERFORMED.



"CONFORMS TO CONSTRUCTION RECORDS"  
UTILITIES - AUGUST 2009  
STREETS - SEPTEMBER 2009

Date: 04/12/2010

TITLE: W.O. 08-21 Lake Elmo Drive Main St to Wicks Ln - Professional Services Contract Amendment #3

PRESENTED BY: David Mumford

Department: Public Works

**Information**

**PROBLEM/ISSUE STATEMENT**

This contract amendment for DOWL HKM is to provide construction staking services for the Lake Elmo Drive project. The project is expected to bid on April 27, 2010 and the construction contract will be presented to council on May 10, 2010 for award.

**ALTERNATIVES ANALYZED**

The Council may:

- Approve Professional Services Contract Amendment #3; or
- Do not approve Professional Services Contract Amendment #3.

**FINANCIAL IMPACT**

This contract amendment is for \$126,590.00 and brings the total professional services contract with DOWL HKM to \$359,703.00.

The available funding for this project is as follows:

Available Funding \$2,956,478  
 Amendment #3 (this memo) \$126,590  
 Remaining Funds (after this memo) \$2,829,888

The remaining funds will be used for project construction, construction administration/inspection, and change orders.

**RECOMMENDATION**

Staff recommends that Council approve the professional services contract amendment for WO 08-21 Lake Elmo Drive - Main St to Wicks Ln with DOWL HKM in the amount of \$126,590.00.

**APPROVED BY CITY ADMINISTRATOR**

**Attachments**

Link: [Amendment #3](#)

**AMENDMENT NUMBER THREE  
TO THE  
AGREEMENT FOR PROFESSIONAL ARCHITECTURAL AND  
ENGINEERING SERVICES  
BY AND BETWEEN  
THE CITY OF BILLINGS, MONTANA  
AND  
DOWL HKM  
PROJECT FOR WO 08-21 LAKE ELMO DRIVE MAIN ST TO WICKS LN**

THIS AMENDMENT NUMBER THREE, made and entered into this 13<sup>th</sup> day of April, 2010, modifies the Agreement for Professional Services by and between the City of Billings, Montana, and DOWL HKM dated October 27, 2008. The Agreement is modified as follows:

**Appendix A Basic Services of Engineer**

REMOVE – under Task 0420 Construction Administration

Section 0420.1

Section 0420.2

ADD – Task 0500 Construction Staking

DOWL HKM will provide construction staking as described below. These services are based on an expected construction schedule taking place during the 2010 construction season.

A. Project Management and Administration

- a. General project coordination required to manage the project resources.
- b. Attend pre-construction meeting to be held by the City of Billings. Minutes for the meeting will be prepared by the City of Billings for distribution.
- c. Attend the first 2 construction meetings, and up to 2 additional construction meetings throughout the project as necessary to coordinate survey issues and needs.

B. Construction Staking

- a. Set Preliminary Field Control
- b. Slope staking and street centerline staking Lake Elmo in full reconstructed areas at 50-ft intervals.
- c. Utility and storm drain staking of manholes, valves, fire hydrants, inlets, box structures, alignment grade stakes at 50 ft intervals, and other features.
- d. Staking of irrigation features (grade and offset stakes at pipe ends and headwalls)

- e. Bluetop top of subgrade and top of base course at 50-ft intervals. For base course, bluetopping will be centerline only as the curb and gutter will set the edge elevations.
- f. Curb and gutter staking (conventional and ribbon curb) at 25-ft intervals 2 ft. offset to back of curb, PC's, and PT's.
- g. Back of pedestrian path and detached sidewalks at 75-ft intervals
- h. Driveway/approach horizontal staking
- i. Finish grade for pedestrian path
- j. Retaining wall station offset
- k. Signs (northing and easting) and striping (station offset).
- l. Restore and reset street monuments. Monument boxes to be set by the contractor. DOWL HKM will set and stamp rebar and cap.

C. This scope of work does not include providing any construction inspection services.

ADD – Task 0510 Miscellaneous Staking

- A. Miscellaneous staking as necessary for fence corners, property lines, and utilities (power, communications, natural gas, etc) up to a maximum 98 2-man crew hours and 24 professional hours.

ADD – Task 0520 Project Assistance

- A. Project Assistance - Provide assistance relative to design or construction related questions throughout the project duration to a maximum amount of 80 hours as requested by the City.

**Appendix B Methods and Times of Payment**

Add – under Section 1.A – Additional scope of services under Task 0500 through 0520 not to exceed:

0500 Construction Staking	\$ 110,742.00
0510 Miscellaneous Staking	\$ 8,440.00
0520 Project Assistance	\$ 7,408.00
<hr/>	<hr/>
Total Amendment 3	\$ 126,590.00

All provisions of the Agreement dated October 27, 2008 shall remain in full force and effect except as amended herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number Three (3) as of the day and year first above written.

CONSULTANT

**DOWL HKM**

BY: \_\_\_\_\_  
Karen Fagg

TITLE: Vice President

DATE: \_\_\_\_\_

ATTEST:

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

OWNER

**City of Billings**

BY: \_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_

Date: 04/12/2010

TITLE: W.O. 04-12—Phase 3, Alkali Creek Road Maintenance and Slope Reconstruction, Professional Services Contract with Kadrmas, Lee & Jackson—Amendment No. 9

PRESENTED BY: David Mumford

Department: Public Works

Information

**PROBLEM/ISSUE STATEMENT**

The City of Billings and Kadrmas, Lee & Jackson, Inc. (KLJ) agreed to a Professional Services Contract on April 26, 2004, to cover the design of reconstruction of Alkali Creek Road between Senators Blvd. and Airport Road. Subsequent amendments were passed to encompass different phases of the project (W.O. 04-12). Staff is recommending an amendment to the original contract to cover additional services related to design, permitting, construction administration, and inspection for the final phase of W.O. 04-12. The project includes the maintenance of Alkali Creek Road, relocation of the Alkali Creek stream channel, corresponding slope work required due to existing slope stability problems, construction of a multi-use path, and all appurtenant work from Black Pine Street to a point approximately 1,800 feet to the east (between Morningside Lane and Aronson Avenue). Amendment No. 9 does not include fees or scope for additional environmental services (final mitigation of existing cultural site and 5-year follow-up to mitigation, as required by permitting agencies), which will be included in a subsequent amendment after all permits are issued and regulations are known.

**ALTERNATIVES ANALYZED**

The Council may:

- Approve Amendment No. 9 to the Professional Services Agreement with Kadrmas, Lee & Jackson for additional design and permitting services and Construction Administration of the Phase 3 work; or
- Do not approve Amendment No. 9 to the Professional Services Agreement.

Inspection is an integral portion of Amendment No. 9, and this project requires specialized inspection for the stream relocation and slope reconstruction. If Council were to not approve Amendment No. 9, the City would have to contract with an outside entity because the City does not have qualified personnel to perform the specialized inspections. This could result in delays to the project and potentially higher costs.

**FINANCIAL IMPACT**

The project is being funded by ARRA (American Recovery and Reinvestment Act) funds, Arterial fees, and Storm Water funds. Amendment No. 9 represents an increase in the amount of the contract by \$231,942.50. The FY 2010 budget has the following amounts:

ARRA funds:	\$ 1,650,688
Arterial Road Improvements:	\$ 1,272,000
Storm Water Funds:	\$ 157,700
<u>Spent (and obligated) to date:(\$</u>	<u>620,352)</u>
Remaining Funding:	\$ 2,460,036

**RECOMMENDATION**

Staff recommends that Council authorize the Mayor to execute Amendment No. 9 to the Professional Services Contract with Kadrmas, Lee & Jackson, Inc., in the amount of \$231,942.50.

**APPROVED BY CITY ADMINISTRATOR**

## Attachments

Link: [W.O. 04-12 KLJ Amendment 9](#)

Link: [W.O. 04-12 KLJ Amendment 9 Scope of Work](#)

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**AMENDMENT NO. 9**

**TO**

**CONTRACT FOR PROFESSIONAL ARCHITECTURAL AND  
ENGINEERING SERVICES**

**CITY OF BILLINGS WORK ORDER 04-12,**

**Alkali Creek Road – Senators Blvd. To Airport Road**

THIS AGREEMENT, made and entered into on \_\_\_\_\_, 2010, by and between the following:

CITY OF BILLINGS, a Municipal Corporation,  
Billings, Montana 59103,  
Hereinafter designated the City

and

Kadrmass, Lee & Jackson, Inc.  
PO Box 80303  
Billings, Montana 59108  
Hereinafter designated the Contractor

**WITNESSETH:**

WHEREAS, the City and Contractor have entered into a contract dated April 26, 2004, for Contractor to provide professional services to the City for Work Order 04-12, Alkali Creek Road – Senators Blvd. To Airport Road, and;

WHEREAS, the City has need for additional professional services, and;

WHEREAS, the City has authority to contract for professional services, and;

WHEREAS, the Contractor represents that he is qualified to perform such services, is in compliance with Montana Statutes relating to the registration of professional engineers and is willing to furnish such services to the City;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated herein, the Parties hereto agree as follows:

Part 1, Special Provision, Section 3:

Contract, as amended, shall terminate at midnight, December 31, 2011.

Appendix A, Section 3 is amended as follows:

The attached scope of work (5 pages) for Amendment No. 9 services is hereby made a part of this contract.

Appendix B, Section 1, Part A, second paragraph, is amended as follows:

For Design Engineering from Appendix A, as amended:

Previous total contract amount for Phases 1, 2, and 3 design (including Amendments 1-8) \$808,300.57

plus,

Additional design and construction administration services as per the scope of work attached to and made a part of this Amendment No. 9 \$231,942.50

\_\_\_\_\_  
Total Professional Services \$1,040,243.07

All other terms and conditions of the contract, as amended, to which this amendment applies, shall remain in full effect.

CONSULTANT

NAME: Kadmas, Lee & Jackson, Inc.

BY: \_\_\_\_\_

TITLE: Practice Area Leader

DATE: \_\_\_\_\_

CITY OF BILLINGS, MONTANA

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**KADRMAS, LEE & JACKSON, INC.**  
**AMENDMENT NO. NINE (9) TO WORK ORDER #04-12,**  
**ALKALI CREEK ROAD MAINTENANCE AND SLOPE RECONSTRUCTION**

**SCOPE OF WORK**

**April 5, 2010**

**I. PROJECT DESCRIPTION**

This is an amendment to the existing Alkali Creek Road Reconstruction Contract, hereinafter referred to as "Project." Phase 3 of the Project begins near Black Pine Street and extends easterly along Alkali Creek Road approximately 1,800 feet to its east terminus. The purpose of Amendment No. 9 is to complete Additional Services of Engineer for engineering and environmental documentation, as well as construction administration. To distinguish Amendment No. 9 from previous contract amendments the task numbers have a first digit corresponding to the amendment number (i.e. 9xxx).

**II. SERVICES TO BE PERFORMED**

**9100 PROJECT MANAGEMENT**

KL&J has identified the project manager as Carl Jackson. The project manager handles all day to day activities and coordination for actions throughout the duration of the project. It is the project manager's responsibility to notify the City of any issues, problems, or concerns regarding the project; the delegation of activities to the project team; and handling subconsultant coordination. In addition, if any items arise that are outside this scope of work, the project manager will address them with the City.

**9101 Work Plan**

Prepare a revised work plan and provide to Kadrmas, Lee & Jackson, subconsultant, and City of Billings project team members. The work plan includes communication protocol, scope of work, time entry guidelines, and other protocols for the project team.

**9102 Coordination**

Coordinate with the City, Kadrmas, Lee & Jackson team members, subconsultants, utility owners, the public and other interested parties.

**9103 Schedule and Budget Control**

Manage the timeline and budget, and prepare invoices and status reports according to City requirements. Provide a weekly report of RPR hours to-date to assist with the City's project tracking.

**9104 Unscheduled Meetings and Field Reviews**

Attend unscheduled meetings and field reviews with the City or other stakeholders. Five (5) unscheduled meetings and field reviews are anticipated.

## **9200 PUBLIC INVOLVEMENT**

Public involvement services are not included in this scope of work. If required, these services would be considered extra work and would be negotiated at a later date.

## **9300 FEMA MAP REVISIONS**

During the environmental documentation and permitting process it was determined that approval of floodplain impacts was required by the Federal Emergency Management Agency (FEMA). The process is managed by FEMA's National Flood Insurance Program (NFIP). Coordination was required with the Montana Department of Natural Resources and Conservation, FEMA Region 8, and the Billings Floodplain Administrator to meet each agency's requirements.

Satisfying NFIP requirements entails applying for a Conditional Letter of Map Revision prior to construction, and finalizing a Letter of Map Revision upon construction completion.

### **9301 Conditional Letter of Map Revision (CLOMR)**

Complete the NFIP requirements listed on DHS-FEMA MT-2 Form 1, Form 2, Form 3 and Form 7 for a CLOMR request on behalf of the City. Completion of the CLOMR required survey, hydrologic analysis, hydraulic modeling, floodplain mapping, topographic mapping, FIRM panel revisions, narrative preparation, agency coordination, and submittal to DHS-FEMA.

### **9302 Letter of Map Revision (LOMR)**

Work associated with the LOMR is pending completion of the construction project. Prior to requesting a LOMR, the City must receive an approved CLOMR and construction must be complete. After construction is complete, LOMR tasks include submitting as-constructed drawings to FEMA showing that the channel realignment portion of the project was built as designed, and submitting a LOMR application. The LOMR application will involve completing the necessary FEMA form and preparing a transmittal letter with necessary certifications. The City will pay the LOMR fee to be included in the application form.

## **9400 ENVIRONMENTAL SERVICES**

Environmental services are not included in this scope of work. If required, these services would be considered extra work and would be negotiated at a later date.

## **9500 ADDITIONAL SERVICES DURING FINAL DESIGN PHASE**

### **9501 Property Assessments**

Prepare exhibit and complete quantity take-offs and opinion of costs for alternate methods of assessing property owners along the project.

### **9502 Box Beam Guardrail Design**

Design box beam guardrail along the Morningside Homes property frontage. Revise typical sections and quantities to reflect addition of guardrail.

**9503 Retaining Wall Design**

Design retaining wall between Black Pine Street and the BBWA easement to salvage mature trees. Prepare drawings limited to location and elevation for a segmental block retaining wall, and specifications for inclusion in the project manual. Retaining wall structure design will be the responsibility of the contractor, depending on the selected wall manufacturer design requirements.

**9504 Wetland Mitigation Grading and Drawing Preparation**

Prepare a drawing depicting impacted wetlands and compensatory mitigation according to USACE requirements.

**9600 CONSTRUCTION ADMINISTRATION**

The objective of this phase is to provide construction administration services to verify that the contractor's work is performed in general conformance with the governing specifications, drawings, and special provisions.

KL&J will conduct the preconstruction conference, participate in routine progress meetings, and provide periodic updates to the City regarding progress and upcoming work. KL&J will perform construction engineering work including staking, cross sectioning, on-site construction observation, coordination of sampling and testing of materials, quantity measurements, and computation of final pay quantities. Contract administration including shop drawing review, project documentation, record keeping, record drawings and filing will also be provided by KL&J.

The work tasks outlined in this exhibit are estimated based on the construction completion dates as identified in the construction agreements and may vary depending upon the contractor's actual schedule. A total of 135 calendar days (approximately 19 weeks) of construction administration services has been assumed, including field personnel and office personnel.

**Exclusions**

KL&J is not responsible for the contractor's safety procedures or operations. This scope of work does not include any safety inspections of the contractor's equipment, procedures, or operations. Also, KL&J is not responsible for the safety of City of Billings personnel, subconsultant personnel, site visitors, contractor's personnel, subcontractor's personnel, or any other personnel. KL&J and subconsultants will not proceed with their duties in areas or situations that are deemed unsafe or hazardous to that person, due to the contractor's non-conformance with OSHA or other agency safety regulations.

KL&J and its sub-consultants will not assume the normal duties and responsibilities of the City of Billings, contractor, or the contractor's subcontractors. The contractor is solely responsible for his construction procedures, techniques, means and methods.

**9601 Pre-Construction Conference**

Prepare for, conduct, and prepare minutes of the pre-construction conference.

### **9602 Construction Administration**

Major tasks will include review of contractor payrolls, weekly progress reports, payment applications, and general change orders. Review shop drawings and “or equal” requests. This task also includes time for the construction staff not involved with the design to review contract documents and set up the record keeping system.

### **9603 Progress Meetings**

Meet with the contractor to discuss project progress, upcoming work, and potential conflicts on a routine basis. The meeting will include the contractor, engineer, City staff, subcontractors, utilities, local authorities, and others as required. This task includes weekly meetings during the first 90 calendar day portion of the project, and two (2) total meetings during the tree planting portion between September 1 and October 15 (up to 14 meetings).

### **9604 Construction Staking**

Provide construction staking to include survey control and horizontal and vertical control necessary for construction of the project. Major items of survey include the following:

- Right-of-way and construction easement boundaries
- Cut and fill slope stakes on both sides of Alkali Creek
- Earthwork quantity surveys
- Shared use path bluetops
- Storm drain structures and creek outlet
- Stream alignment
- Rock buttress limits and angle points
- Retaining wall alignment
- Curb & gutter and ribbon curb
- Accessibility ramps
- Shared-use path slope transitions
- Sign locations

Survey staking for each item will be provided one time under this agreement. Survey staking not listed above is the responsibility of the contractor. Additional staking required due to contractor’s negligence, or additional trips required due to inadequate contractor scheduling will be subject to additional costs to be deducted from the Contractor’s subsequent progress payment(s).

### **9605 Construction Observation & Materials Testing**

Provide construction engineers and technicians to verify that the contractor’s work is in general conformance with the contract documents. Materials testing will be provided by SK Geotechnical, Inc.

Maintain a daily diary of construction activities throughout the duration of the project. Take photographs of the project throughout the duration of the project and maintain file of photographs taken. Copies of project diary entries for each week’s activities will be provided to the City upon request

Construction observation tasks included in this scope of work are summarized below.

**Earthwork**

- Removals (except clearing and grubbing)
- Excavation & embankment
  - Channel, buttress, and flattened slope
- Subgrade preparation
- Moisture and density testing (SK Geotechnical)

**Pavements**

- Aggregate base
- Asphalt patching, overlay, and shared-use path
- Concrete flatwork, curb & gutter
- Moisture and density testing (SK Geotechnical)

**Storm Drain**

- Storm drain, culverts, manholes and inlets
- Moisture and density testing for bedding and trench backfill (SK Geotechnical)

**Erosion Control**

**Seeding & Landscaping**

**Geotextile Fabrics**

**Signing**

**Pavement Marking**

**Tree Planting**

- Eight (8) hours per week of on-site observation of tasks associated with tree planting between September 1 and October 15 are included.

**Construction Traffic Control**

- Review the contractors work plans and proposed traffic control layouts prior to the start of work to verify general conformance with the requirements of the City and the MUTCD. KL&J will also monitor the condition of the pavement surface along detour routes, and make recommendations regarding rehabilitation, if necessary.

**Exclusions from Construction Observations Tasks**

- Clearing and grubbing
- Tree planting in excess of the task above

**9606 Project Close-Out and Record Drawings**

One complete set of project construction administration records and record drawings will be prepared and provided to the City upon completion of the project. Record drawings will be provided in hard copy (2 sets on white bond paper) and electronically (2 DVDs with .pdf files).

Date: 04/12/2010

TITLE: Confirmation of Probationary Police Officers

PRESENTED BY: Rich St. John

Department: Police

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Information

**PROBLEM/ISSUE STATEMENT**

On March 30, 2009, Officers Grant Morrison, Benjamin Milam and Paul LaMantia were hired by the Billings Police Department as probationary Police Officers. According to MCA 7-32-4113, their probationary period is for one year from date of hire. At this time, the officers have completed their one year probation and according to state statute, their names are to be submitted to City Council within 30 days for confirmation. All of the supervisor comments concerning the officers' performance are positive and indicate that they are doing a good job and recommend confirmation.

**ALTERNATIVES ANALYZED**

The City Council may:

- Approve the confirmation of probationary police officers; or
- Do not approve the confirmation of probationary police officers.

**FINANCIAL IMPACT**

None.

**RECOMMENDATION**

Staff recommends Officers Grant Morrison, Benjamin Milam and Paul LaMantia be confirmed as Billings Police Officers.

**APPROVED BY CITY ADMINISTRATOR**

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Date: 04/12/2010

TITLE: Appointments to the Medical Marijuana Ad-Hoc Advisory Committee

Bruce McCandless, Asst. City

**PRESENTED BY:** Administrator

**Department:** City Hall Administration

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**Information**

**PROBLEM/ISSUE STATEMENT**

On February 8, 2010, the City Council adopted Resolution No. 10-18911 that created the Medical Marijuana Ad-Hoc Advisory Committee. On March 22, 2010, the City Council approved the Mayor's appointments of four (4) members to the committee but staff informed Council that it was seeking two (2) additional members. Two people applied for the positions and the Council is being asked to approve the Mayor's appointment.

**ALTERNATIVES ANALYZED**

The Council may approve or disapprove the Mayor's appointments. However, the creation resolution mandated six (6) members that represent specific professions. These two people are the only ones who have applied that represent the medical and pharmacist professions that are required on the committee.

**FINANCIAL IMPACT**

There are no known financial impacts at this time other than staff time that will be committed to assist the committee.

**RECOMMENDATION**

Staff recommends that the City Council approve the following Mayor's appointments to the Medical Marijuana Ad-Hoc Advisory Committee:

- Dr. Ed Stickney (medical doctor)
- Mr. Gene Jurovich (pharmacist)

**APPROVED BY CITY ADMINISTRATOR**

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Date: 04/12/2010

TITLE: The Salvation Army/Global Youth Service Day

PRESENTED BY: David Mumford

Department: Public Works

**Information**

**PROBLEM/ISSUE STATEMENT**

The Salvation Army requests a street closure on April 24th from 7:00 a.m. to 5:00 p.m., on North 21st Street beginning at the alley and going north to 6th Avenue North, along with the alley running west to 22nd Street North. The closure of that street and alley would allow safe access to the parking lot to assemble recycling bins for the City of Billings.

Recommended conditions of approval include The Salvation Army:

- 1. Contact all businesses and make them aware of the event 2 weeks in advance
- 2. Clean the area to be used and provide and empty waste cans
- 3. Notify all emergency facilities, bus lines and media at least two weeks in advance of the event
- 4. Provide and install adequate traffic barricades and signs directing motorists around closure
- 5. Provide certificate of insurance naming City of Billings as additional insured
- 6. Gates/barriers blocking the alleys and streets shall be a type that can be easily moved to allow for emergency vehicle access if necessary

**ALTERNATIVES ANALYZED**

The Council may:

- Approve request to close street for the event; or
- Deny the street closure

**FINANCIAL IMPACT**

There are no costs to the City of Billings other than administrative time to process the permit. Traffic control and litter removal are to be paid for by The Salvation Army.

**RECOMMENDATION**

Staff recommends that Council approve the closure named above for The Salvation Army "Billings Youth Changing the World" event on April 24th from 7:00 am to 5:00 pm., N. 21st Street at 6th Avenue North including the alley running west to North 22nd Street.

**APPROVED BY CITY ADMINISTRATOR**

**Attachments**

Link: [Salvation Army Attach.](#)



**City of Billings  
RIGHT-OF-WAY ACTIVITY  
PERMIT**

**Please check the type of activity you are applying for:**

Parade    Run/Walk/Procession    Street/Alley Closure    Block Party

Submit this application with attachments to either the: Public Works office, 2224 Montana Ave., Billings, MT 59101 or Downtown Billings office, 2815 2nd Ave North, Billings, MT 59101. Application packet should be turned in at least 60 days prior to the date of the proposed event for approval.

PERSON MAKING APPLICATION Margaret Schmittou

ORGANIZATION MAKING APPLICATION The Salvation Army

PHONE 406-245-4659

ADDRESS 2100 6th Ave N. Billings MT 59101

EMAIL ADDRESS Margaret.Schmittou@<sup>CITY</sup>usw.<sup>STATE</sup>salvationarmy.<sup>ZIP</sup>org

APPROXIMATE TIME EVENT WILL:

Assemble \_\_\_\_\_ Start 7:00 AM Disband 5:00 PM

DATE OF EVENT April 24th - Saturday

PURPOSE/DESCRIPTION OF EVENT: (Description and detail of the event.)

Global Youth Service Day  
Goal / Mission / Objective is to engage as many youth as possible (the statewide initiative being 700 youth) in recognizing community issues focusing on CONSERVATION and ENVIRONMENT and mobilizing

EVENT ROUTE DESIRED (IF APPLICABLE): (Please attach map.)

NA

BLOCK PARTY STREET LOCATION (IF APPLICABLE):

21st North Alley to 6th Ave N)

CLEAN UP IMPLEMENTATION: (Company contracted or services you will provide)

The Salvation Army

**CERTIFICATION OF INSURANCE WHICH MUST SHOW:** (1) The limits of liability coverage for the period of this agreement as a minimum of \$750,000 per claim/ \$1.5 million per occurrence general liability, and (2) the City of Billings named on the Certificate of Insurance as the additional insured. (Refer to the sample insurance copy. Please note a certificate of insurance *is not required* for Block Parties)

**NOTICE:** ANY MARKINGS (NO PAINT ALLOWED) TO BE PLACED ON PUBLIC RIGHT-OF-WAY MUST BE APPROVED BY THE CITY TRAFFIC/ENGINEERING DEPARTMENT PRIOR TO PLACEMENT, BE ENVIRONMENTALLY SAFE, AND NOT CONFLICT WITH EXISTING MARKINGS.

**FOR DOWNTOWN EVENTS:** YOU OR THE ORGANIZATION YOU REPRESENT MUST "ASSIGN" THE FIRST TWO BLOCKS OF THE DOWNTOWN EVENT ROUTE FOR NO PARKING TWO HOURS PRIOR TO YOUR EVENT USING THE ROUTE SIGNS PROVIDED BY THE CITY. IT IS YOUR RESPONSIBILITY TO PROVIDE THE APPROPRIATE BARRICADES FOR THE STREET CLOSURE.

IF USING THE ESTABLISHED EVENT ROUTE, THE CITY WILL PROVIDE TWO POLICE OFFICERS WITH VEHICLES TO START THE EVENT, AND A STREET SWEEPER, IF NECESSARY, TO FOLLOW THE EVENT.

**COORDINATOR OF EVENTS AT WHICH ALCOHOL WILL BE CONSUMED IN PUBLIC RIGHT-OF WAY ARE REQUIRED TO OBTAIN AN OPEN-CONTAINER PERMIT FROM THE POLICE DEPARTMENT**

**UPON SIGNING OF THIS APPLICATION, THE APPLICANT AGREES NOT TO VIOLATE ANY STATE OR CITY CODES IN THE PRESENTATION OF THE REQUESTED SPECIAL ACTIVITY.**

In consideration for permission to conduct its activity as requested, applicant agrees to indemnify, defend and hold harmless the City of Billings, its officers, agents, employees and volunteers from damage to property and for injury to or death of any person and from all liability claims, actions or judgments which may arise from the activity.

Applicants also agree to obtain valid "save or hold harmless agreements" from all participants in its activity, protecting the City of Billings from all losses arising out of its activity, including damages of any kind or nature.

APPLICANT SIGNATURE Ainda Jackson DATE 3/6/10  
APPLICATION APPROVED \_\_\_\_\_ DATE \_\_\_\_\_  
APPLICATION DENIED \_\_\_\_\_ DATE \_\_\_\_\_

**ADDITIONAL RESTRICTIONS OR SPECIAL CONDITIONS: YES [ ] NO [ ]**  
**(IF YES, ATTACH COPY)**

FOR CITY USE ONLY

FEE: \_\_\_\_\_  
APPLICANT NOTIFIED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

**COPIES TO:**  
CITY ADMINISTRATOR  
DEPUTY CITY ADMINISTRATOR  
POLICE CHIEF  
FIRE CHIEF  
FIRE MARSHALL  
MET TRANSIT MANAGER  
STREET/TRAFFIC SUPERINTENDANT  
TRAFFIC ENGINEER  
PRPL DIRECTOR  
PARKING SUPERVISOR  
CITY ATTORNEY



# The Allegra Advantage

PRINT AND MARKETING SERVICES

406.248.6811

406.248.6135

2620 OVERLAND AVENUE, BILLINGS, MT 59102

WWW.ALLEGRABILLINGS.COM

JULY 2009						
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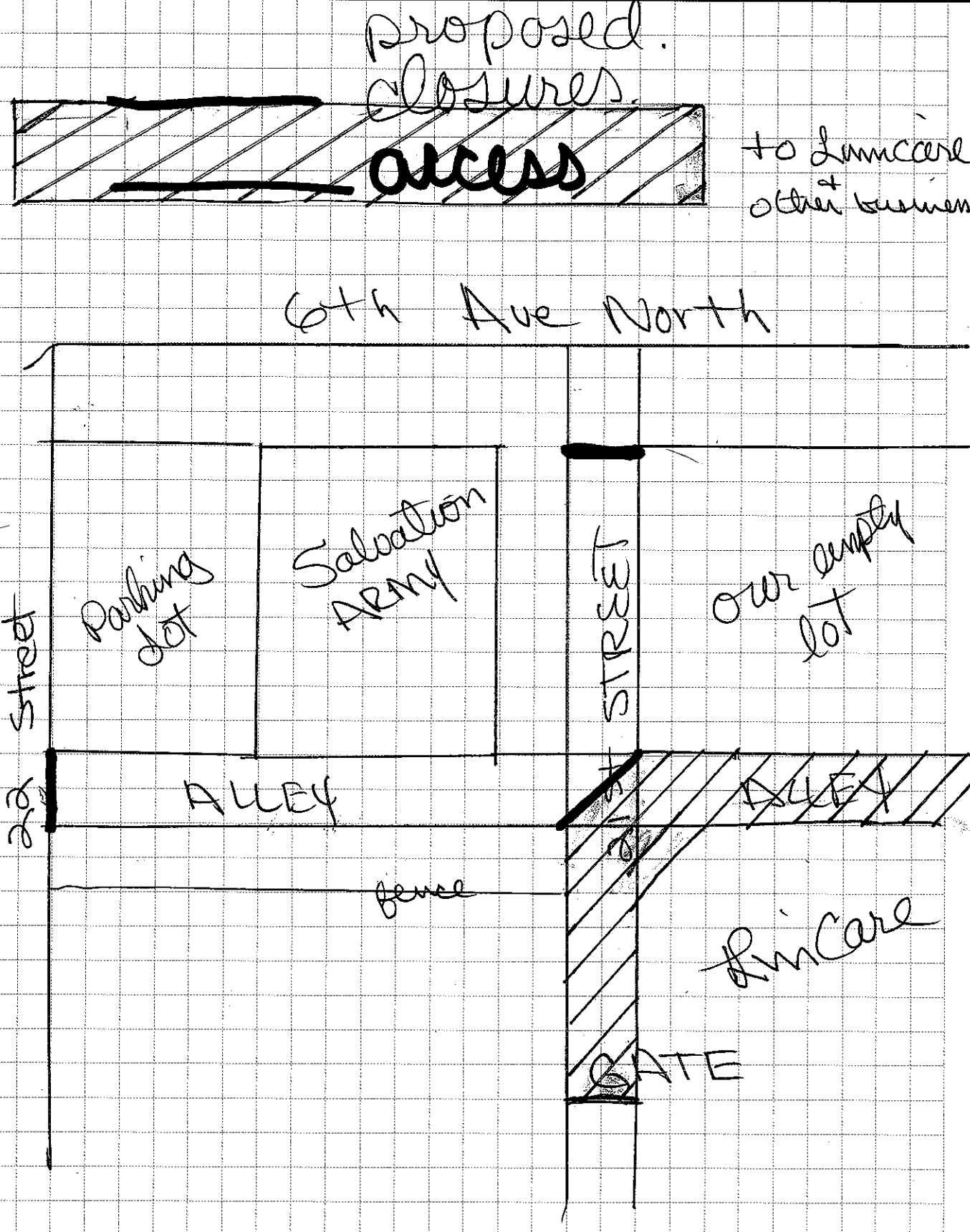
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/22/2010

Page 1 of 2

PRODUCER  
977-945-7378  
Willis Insurance Services of California, Inc.  
26 Century Blvd.  
P. O. Box 305191  
Nashville, TN 37230-5191

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
The Salvation Army - Division 7  
180 East Ocean Blvd.  
Long Beach, CA 90802

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Lexington Insurance Company	19437-000
INSURER B: ACE American Insurance Company	22667-012
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L TR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Self Insured <input checked="" type="checkbox"/> Retention: \$500,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	038883351	10/1/2009	10/1/2010	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PROP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	AOS ISAH08580492 CA KSAH08581757	10/1/2009	10/1/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				\$ \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
Division #07-005

Re: For the Billings Youth Changing the World event to be held on April 24, 2010.

## CERTIFICATE HOLDER

City of Billings  
P.O. Box 1178  
Billings, MT 59103

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Paul J. K...*



# DOING THE MOST GOOD<sup>SM</sup>

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## THE SALVATION ARMY

2100 6th Ave North | Billings, MT | 59101

PO Box 1903 | Billings, MT | 59103-1903

PH 406.245.4659 | FX 406.245.0854

Majors Kevin and Linda Jackson | Corps Officers

March 5,2010

City of Billings

Right of Way Proposal

The Salvation Army of Billings plans to host the "Billings Youth Changing The World" event on April 24<sup>th</sup>. The Salvation Army will be building recycling bins for the City of Billings.

I have spoken to the management at Lincare and the owner of the Lincare building. They don't have a problem with the event as long as they have access from the alley on 21<sup>st</sup> street to get in the gate if they have to.

I have drawn a proposed map allowing them access by putting a barricade/rope across the intersection in the alley at diagonal. They will still have access and we will be able to keep people safe in the alley and on the way to the vacant lot.

If you have any questions please give me a call.

Margaret Schmittou

Volunteer Services

The Salvation Army

245-4659 672-2936

Date: 04/12/2010

TITLE: Donation From Sons of Norway for Trees

PRESENTED BY: Mike Whitaker

Department: Parks/Rec/Public Lands

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**Information**

**PROBLEM/ISSUE STATEMENT**

The City of Billings Parks, Recreation and Public Lands has received a donation from the Sons of Norway service organization in the amount of \$700.00 for the purpose of planting trees in City parks. The Sons of Norway would like to work with area elementary schools next to city parks and in conjunction with National Arbor Day to provide the opportunity for children to help plant these trees.

**ALTERNATIVES ANALYZED**

- Accept the donation.
- Decline the donation.

**FINANCIAL IMPACT**

There will be no financial impact to the City.

**RECOMMENDATION**

Staff recommends that Council accept this generous donation to buy trees for city parks and acknowledge this gift to the community.

**APPROVED BY CITY ADMINISTRATOR**

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Date: 04/12/2010

TITLE: Donation From The Billings Kiwanis Sponsored Specialty Vehicle License Plate Program

PRESENTED BY: Mike Whitaker

Department: Parks/Rec/Public Lands

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Information

**PROBLEM/ISSUE STATEMENT**

On March 12, 2007, the City Council approved an agreement between the City and the Billings Kiwanis Club to create a Billings specialty vehicle license plate to promote civic pride and to serve as a fund-raiser for both organizations. The City's portion of the proceeds is intended to go toward park improvements. To date, the City of Billings Parks, Recreation and Public Lands Department has received donations from this program in the amount of \$11,791.83. These funds have been earmarked for the purchase and planting of trees in City parks.

**ALTERNATIVES ANALYZED**

The City Council may accept the donation or it may decline the donation.

**FINANCIAL IMPACT**

There will be no financial impact to the City.

**RECOMMENDATION**

Staff recommends that Council accept the generous donation of the Billings Kiwanis Club in the amount of \$11,791.83 for purchasing and planting trees in City parks and publicly acknowledge this gift to the community.

**APPROVED BY CITY ADMINISTRATOR**

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Date: 04/12/2010

**TITLE: Ratification of Acceptance of Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grants for 2010**

**PRESENTED BY:** Tom Binford

**Department:** Aviation & Transit

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**Information**

**PROBLEM/ISSUE STATEMENT**

This item was included as Item M on the March 22, 2010, consent agenda. After review of the records, it has been determined the motion and the vote for approval were inadvertently excluded from council action. Ratification to accept the grants and authorize the Mayor to execute the grant allocations is now necessary.

It is necessary to secure the City Council's approval and authorization for the Mayor to execute this year's Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grants. This year's Grants provide the entitlement funding needed to undertake the engineering, planning, and construction projects at the Airport. As required by the FAA, the Grant offer is based on the estimated amounts for construction and engineering for these projects. This year's projects include the Hillside Obstruction Removal and Straightening of Taxiway "A" East, the purchase of a New Runway Broom for snow removal, and the Pre-design and Survey Costs for the Taxiway "G" Relocation project scheduled for next year.

Typically, the annual AIP Grant projects are funded with a single FAA Grant. However, since the Federal Transportation Appropriations Bill has not passed for 2010, the FAA funding for this year has been subjected to a prorated amount authorized by the Continuing Resolutions that Congress has passed to keep the Federal Government operating. Subsequently, the annual grant allocations are impacted and the Airport will receive this year's grant funds in multiple, smaller amounts. The first FAA AIP Grant allocation was announced on March 2, 2010 for the amount of \$1,488,484. However, the FAA's window of opportunity to accept the first Grant allocation lasted only until March 15, and the March 2 Grant announcement did not provide enough time for staff to bring the Grant to Council until the March 22, 2010 meeting. Subsequently, after staff discussions with City Administration and the City Attorney's office, the Deputy Mayor signed the Grant offer so that the first allocation was not put at risk. The FAA Airports District Office in Helena, which administers the grant offers, was advised that the City's acceptance of the Grant was contingent on the City Council's approval of the Grant offer at the March 22, 2010 Council meeting.

Instead of accepting the first allocation of this year's Grant, the Airport could wait and see if another Continuing Resolution or FAA funding bill was put in place to subsequently fully fund the annual entitlement amount. However, if that did not happen during this fiscal year, the first AIP allocation would be forfeited forever and the Airport would have to wait until next year to receive any further Federal funding. If no additional Federal funding becomes available this year, the first allocation of \$1,488,484 would not be enough to complete this year's scheduled projects, however, the first allocation could at least be used to pay for the engineering design work for this year's projects and the balance could then be rolled forward and combined with a future grant offer.

**ALTERNATIVES ANALYZED**

The City Council may:

- Approve the acceptance of this year's AIP Grants; or
- Decline to approve the acceptance of this year's AIP Grants, and not complete the associated projects.

**FINANCIAL IMPACT**

The total estimated costs for the engineering services and construction associated with this year's Grants are \$3,133,652. The combined Grants, once all are received, will fund 95% of this cost (\$2,976,969) and the City will be required to provide a 5% local match (\$156,853). The first Grant allocation will be \$1,488,484 with a local share amount of \$78,342. Additional Grants are expected later this Spring, but that is contingent upon the future actions of Congress. The source of the City's match is the Department's Capital fund.

**RECOMMENDATION**

Staff recommends that the City Council ratify acceptance of this year's multiple grants and provide authorization for the Mayor's execution of the first AIP Grant allocation of \$1,488,484, as well as any additional AIP Grants received this year as part of the \$2,976,969 of the annual FAA AIP Grant entitlements for the Airport.

**APPROVED BY CITY ADMINISTRATOR**

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Date: 04/12/2010

TITLE: Airport Recovery Zone Facility Bond Application and Refinancing Airport Bond Resolution

Pat Weber, City Hall

PRESENTED BY: Administration

Department: City Hall Administration

**Information**

**PROBLEM/ISSUE STATEMENT**

Pursuant to Internal Revenue Service Notice 2009-50, the City was allocated \$26,831,000 of Recovery Zone Facility Bond authority . Yellowstone County has allocated its \$9,973,000 of Recovery Zone Facility Bond authority to the City for a total Recovery Zone Facility Bond authority of \$36,804,000. Zootist Hospitality LLC received authority for \$20,000,000 to renovate the Northern Hotel.

The Airport has requested \$7,000,000 of Recovery Zone Facility Bonds for the construction of a new Car Rental Quick Turn Around Facility (QTA) for car rental companies, currently under contract with the City, to wash, detail, fuel and provide minor maintenance on their rental automobile fleets. The new QTA will replace the existing facility, which is in poor condition and does not meet the car rental companies needs to quickly turn a rental car around for the next customer rental. The application meets the requirements of the City's Resolution 09-18890, establishing the criteria for financing as Recovery Zone Facility Bonds. Airport staff will be discussing the details of this project at the April 19th council work session.

Design and some construction costs may precede the issuance of bonds to finance the project. The attached resolution allows the City to reimburse those expenses from the bond proceeds.

In conjunction with the Recovery Zone Facility Bonds, the Airport will refinance the Series 2000 Airport Revenue Refunding Bonds. The City issued and sold its Airport Revenue Refunding Bonds, Series 2000, in the original aggregate principal amount of \$11,965,000 for the purpose of refinancing the then outstanding principal amount of its \$15,000,000 Airport Revenue Bonds, Series 1990, which were issued to pay a portion of the costs of construction of improvements to the Airport Terminal Building. The Series 2000 Bonds are currently outstanding in the aggregate principal amount of \$7,570,000 Based on preliminary analysis, the City's Financial Services Manager and Springsted Inc., the City's financial advisor, are of the opinion that the City could achieve debt service savings through the refunding of the Series 2000 Bonds.

The attached resolution authorizes the Financial Services Manager to select the underwriter for the proposed bonding and refunding through a request for proposal process for both issues.

**ALTERNATIVES ANALYZED**

The Council may:

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

**FINANCIAL IMPACT**

The Refunding Bonds are being issued to reduce future interest costs. Once an underwriter is selected, they will determine the interest cost reductions from refunding based on the current market.

The Recovery Zone Facility Bonds are being issued to fund the design, construction, furnishing and equipping of a new QTA.

**RECOMMENDATION**

Staff recommends approval of the application and resolution.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Link: [Application](#)

Link: [Resolution](#)

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City of Billings, Montana  
(the "City")

Recovery Zone Facility Bond Application Form

**A. Applicant Information**

- 1. Applicant Name                      City of Billings Logan International Airport
- 2. Address                                1901 Terminal Circle, Room 216
- 3. Phone                                    406-657-8495
- 4. Email                                    ploehnk@ci.billings.mt.us
- 5. Taxpayer I.D. Number            81-6001237
- 6. Contact person                      Kevin Ploehn, Assistant Director of Aviation and Transit  
    Contact information if different from Applicant information above:

\_\_\_\_\_

- 7. Type of entity                       Corporation             Limited Liability Company  
    Partnership             Individual  
    Municipal Airport

State of organization                Montana

Date of organization                May 29, 1928

- 8. Nature of business                Municipal Airport

\_\_\_\_\_  
\_\_\_\_\_

9. Ownership

<u>Name Of Each Owner</u>	<u>% Owned</u>	<u>Address</u>
City of Billings	100	210 N. 27th Street Billings, MT 59101

**B. Project Information**

1. Description of Project:  
Construction of a Quick Turn Around Facility for on Airport Car Rental Concessionaires.

Project will include the construction of a 6-8 bay Detail Facility capable of holding 12-16 vehicles, a 4 bay Wash Facility equipped with power washers and wash water recycling system, a 4 to 6 vehicle fueling station, paved parking to accommodate 250 vehicles, and gravel parking to accommodate another 250 vehicles.

2. Components of Project\* (check all that apply):

Acquisition of property  
 New construction  
 Reconstruction, renovation or improvements

\*Refinancing of existing facilities not available under recovery zone facility bond rules

3. Size of facility to be constructed or renovated (sq. ft., number of rooms, floors, etc).  
Approximately 9,000-10,000 square feet for the 6-8 bay Detail Facility, approximately 5,500 to 6,000 for the 4 bay Wash Facility, 4 to 6 vehicle stall fueling facility, graveled and paved areas to accommodate approximately 500 vehicles at a time, all located on 4 to 6 acres.

4. Location of Project (incl. street address and legal description)      3100 Overlook Drive  
Billings, MT 59105  
Airport Proper

5. Project commencement date      Summer 2010

6. Estimated Project Costs:

Land Acquisition	\$0
Site Development	\$1,500,000
New Construction	\$4,000,000
Acquisition of Building	\$
Reconstruction/Renovation	\$
Equipment and Machinery	\$900,000
Furniture and Fixtures	\$
Professional Fees	\$600,000
Other (Specify):	\$
	\$
	\$
	\$
	\$
<b>Total Project Cost</b>	<b>\$7,000,000</b>

7. Proposed amount of Recovery Zone Bond issue \$7,000,000
8. **Does Applicant have a written commitment from the lender to make a loan or to underwrite or purchase bonds?** Not at this time. Airport will issue Revenue Bonds.

**Name of proposed lender or underwriter of bonds and contact person.** This will be determined through a Request for Proposal (RFP) process.

9. Public and economic benefit of Project:

<b>Number of expected jobs created during construction</b>	Est. 20
Level of pay \$20.00 – \$25.00 per hour	
Benefits Included above	

<b>Number of expected long-term jobs created</b>	3
Level of pay \$10- \$12.00 per hour	
Benefits Included above	

**Describe the Project's benefits to the city or neighborhood:**

One of the Billings Logan International Airport's larger revenue sources comes from the Car Rental Concessions operating at the Airport. An important part of their operation is the ability to quickly ready a returned rental car for the next use. This is especially important during the Summer months when Billings has heavy tourist and visitor numbers entering the area via the Airport. The existing QTA is the Airport's old operations building that was converted into a QTA facility around 1990, and while it has served the purpose of a QTA facility, this existing facility is in poor condition, cannot be expanded in its current location, and has severe efficiency designs that impair the car rental companies' ability to quickly turn a rental car around for the next customer rental. This building is also located on a parcel of Airport property that has very good taxiway and runway access and is a prime developable parcel for an aviation related business. Additionally, this site is not large enough to contain all of the car rental companies' vehicles.

The construction of a new City owned QTA will provide much better operating efficiencies for the Airport's car rental tenants, will open up the opportunity for the Airport to develop the existing QTA area for an aviation use that could provide additional lease revenues, will provide the City with a new asset that is funded at a lower tax exempt interest rate than is currently available in the open market, debt service will be paid for with funds provided from the car rental companies and their customers, and with the development of this facility on the west end of the Airport, this facility could provide an anchor tenant that may help to promote additional expansion on the Airport's west end.

**Other Information:**

The City's Airport is a self supporting enterprise fund that has not used any tax revenues to fund its operations since the 1970's. The Airport is funded from lease rentals and concession revenues provided by its many tenants. In order to continue to enjoy this type of tax free operating environment, the Airport must occasionally

provide proper facilities for its tenants from which to efficiently operate. While the Car Rental QTA Project could be put together by the car rental concession group, it has been the Airport's experience that providing City facilities to the car rental group, results in a much cleaner transition for those times when a new successful bidder must replace one of the existing companies. The Airport first experienced transition issues with the Car Rental owned fueling system, when one of the long time car rental companies lost the bid and would not sell its share of the fueling system to the new tenant. In this highly competitive business, it is best that the Airport provide the facilities for all the car rental tenants to use.


**C. City's Note to Applicant**

**Upon receipt of a signed Application and confirmation with Bond Counsel that the Project described in the Application is eligible for financing** under the American Recovery and Reinvestment Act of 2009 as provided in Section 1400U-3 of the Internal Revenue Code of 1986, as amended, (the "Act") and meets the requirements of the City's Resolution NO. 09-18890 Establishing the Criteria for Financing as Recovery Zone Facility Bonds (the "City Resolution"), the City will proceed with the Application by having the City Council adopt a preliminary resolution calling for a public hearing on the Project and the issuance of the Bonds therefore (the "Project Resolution"). The Project Resolution will enable the Applicant to use proceeds of Bonds, when and if issued, to pay costs of the Project incurred after such date.

After the public hearing, if the City Council determines that the Project is in the public's best interest and satisfies the requirements of the City Resolution, it will adopt a resolution allocating authority for Recovery Zone Facility Bonds, which may be revoked if it appears that the Bonds cannot be issued by December 31, 2010.

I, the undersigned, understand that the information provided in this Application is accurate, and by said signature, accept the terms and conditions set forth in the American Recovery and Reinvestment Act of 2009 for the use of the Recovery Zone Facility Bonds.

Signed this 30 day of March 2010.

  
\_\_\_\_\_  
Signature

Tom Binyard  
\_\_\_\_\_  
Name

Director of Southwest Transit  
\_\_\_\_\_  
Title

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 THE CITY'S AIRPORT REVENUE BONDS AND A PROPOSED CAR WASH AND MAINTENANCE FACILITY; SETTING FORTH ITS INTENTION TO REFUND ITS OUTSTANDING SERIES 2000 REVENUE BONDS AND ISSUE ADDITIONAL BONDS TO FINANCE THE COSTS OF THE CAR WASH AND MAINTENANCE FACILITY AS AN ECONOMIC RECOVERY ZONE FACILITY BOND; CALLING A PUBLIC HEARING THEREON; AUTHORIZING THE CITY FINANCIAL SERVICES MANAGER TO SELECT AN UNDERWRITER THROUGH A REQUEST FOR PROPOSAL PROCESS; AND MAKING CERTAIN DECLARATIONS TO SATISFY THE REIMBURSEMENT REGULATIONS OF THE INTERNAL REVENUE CODE" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on April 12, 2010, 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 \_\_\_\_ day of April, 2010.

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

RESOLUTION NO. \_\_\_\_\_

RESOLUTION RELATING TO THE CITY'S AIRPORT REVENUE BONDS AND A PROPOSED CAR WASH AND MAINTENANCE FACILITY; SETTING FORTH ITS INTENTION TO REFUND ITS OUTSTANDING SERIES 2000 REVENUE BONDS AND ISSUE ADDITIONAL BONDS TO FINANCE THE COSTS OF THE CAR WASH AND MAINTENANCE FACILITY AS AN ECONOMIC RECOVERY ZONE FACILITY BOND; CALLING A PUBLIC HEARING THEREON; AUTHORIZING THE CITY FINANCIAL SERVICES MANAGER TO SELECT AN UNDERWRITER THROUGH A REQUEST FOR PROPOSAL PROCESS; AND MAKING CERTAIN DECLARATIONS TO SATISFY THE REIMBURSEMENT REGULATIONS OF THE INTERNAL REVENUE CODE

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

Section 1. Recitals.

1.01. Authorization. The City pursuant to Montana Code Annotated ("M.C.A."), Title 67, Chapter 11, Parts 1-4 as amended (the "Act"), and other laws of the State of Montana, has established and presently owns and operates certain airport facilities (the "Airport"). The Council has elected to exercise the powers of an airport authority under the Act. Under the provisions of the Act, the City is authorized to issue and sell its revenue bonds to provide funds for any of its corporate purposes and to refund its revenue bonds issued for such purpose.

1.02. Outstanding Bonds. In accordance with the authorization described in Section 1.01 and pursuant to Resolution No. 99-17451, adopted on May 17, 1999, the City issued and sold its Airport Revenue Refunding Bonds, Series 2000, in the original aggregate principal amount of \$11,965,000 (the "Series 2000 Bonds"), for the purpose of refinancing the then outstanding principal amount of its \$15,000,000 Airport Revenue Bonds, Series 1990, which were issued to pay a portion of the costs of construction of improvements to the Airport. The Series 2000 Bonds are currently outstanding in the aggregate principal amount of \$7,570,000 (the "Outstanding Bonds"). Based on preliminary analysis, the City's Financial Services Manager and Springsted Inc., the City's financial advisor, are of the opinion that the City could achieve debt service savings through the refunding of the Series 2000 Bonds.

1.03. Proposed Car Wash and Maintenance Facility for Car Rental Concessionaires at the Airport. The Director of Aviation and Transit has determined that it is necessary and desirable that a new car wash and maintenance facility be constructed at the Airport for the use of all rental car concessionaires at the Airport ("On-Airport Rental Car Companies") that enter into an agreement with the City for use of airport facilities (an "On-Airport Rental Car Company Agreement"). The new car wash and maintenance facility, which will be known as the Quick

Turn Around Facility (the “QTA Facility”), is estimated to cost approximately \$7,000,000. It is proposed that the City would issue Airport Revenue Bonds to pay the costs of the QTA Facility which would be payable from proceeds derived from the car rental revenues identified in the On-Airport Rental Car Company Agreement and in particular a customer facility fee to be established by an Ordinance of the City (the “QTA Bonds”).

1.04. Recovery Zone. The City, pursuant to Resolution 09-18866, has designated the area within the City as a recovery zone suffering from significant poverty, unemployment, rate of home foreclosures, or general distress.

1.05. Recovery Zone Facility Bonds. Under Internal Revenue Service Notice 2009-50, the City has been allocated authority to issue \$26,831,000 of bonds designated as recovery zone facility bonds, and pursuant to Section 1400U-1(a)(3) of the Code, Section 17-5-116, M.C.A., and the Montana Department of Administration’s Recovery Zone Bond Allocation Policy, the City has been reallocated authority from Yellowstone County to issue an additional \$9,973,000 of bonds designated as recovery zone facility bonds, such that the City has \$36,804,000 total authority to issue recovery zone facility bonds, of which \$20,000,000 has been previously allocated.

1.06. Application for Recovery Zone Facility Bonds for QTA Facility. The Director of Aviation and Transit has filed an application with the City Financial Services Manager requesting that this Council authorize the issuance of the QTA Bonds as Recovery Zone Facility Bonds to pay the costs of design and construction of the QTA Facility (the “Project”) and to pay all costs associated with the sale and issuance of the QTA Bonds, including the establishing of a debt service reserve. It is proposed the principal of and interest on the QTA Bonds will be paid from a customer facility charge (“CFC”) to be imposed pursuant to City Ordinance (the “CFC Ordinance”) and collected by the On-Airport Rental Car Companies.

It is anticipated that the CFC Ordinance will be presented and considered by this Council on first reading on June 14, 2010. The Director of Aviation and Transit represents that the On-Airport Rental Car Companies are supportive of the construction of the QTA Facility and the imposition of the CFC.

1.07. Airport Revenue Bonds. Airport Revenue Bonds issued to finance the QTA Facility may be issued as Recovery Zone Facility Bonds under Section 1401 of the American Recovery and Reinvestment Act of 2009 (the “ARRA”), as codified at Sections 1400U-1 through 1400U-3 of the Internal Revenue Code of 1986, as amended (the “Code”).

1.08. Underwriter Selection. Pending further consideration of the CFC Ordinance, it is necessary and desirable for the City to proceed to select an underwriter to underwrite airport revenue bonds to refund the Outstanding Bonds (the “Refunding Bonds”) and to underwrite the QTA Bonds and provide the necessary financial advice with respect to the CFC Ordinance and the marketability of the Refunding Bonds and the QTA Bonds.

## Section 2. Finding and Determinations.

2.01. Preliminary Findings With Respect To QTA Project And QTA Bonds. Based on authorizations and recitations in Section 1, the Council hereby makes preliminary findings, determinations and declarations, subject to final findings, determinations and declarations following the public hearing called pursuant to Section 2.03, as follows:

- The Project, as proposed, is an authorized project and eligible for financing under the Act and in accordance with Sections 1400U-1 and 1400U-3 of the Code, and the City is authorized to issue airport revenue bonds to defray the costs of designing, constructing, furnishing and equipping the Project and expenses incident to the issuance of the Bonds, including any security for the Bonds.
- The growth and viability of the Airport and its continued modernization is critical to the economic development of the City and the County.
- On-Airport Rental Car Companies operating at the Airport provide a significant amount of revenue for the Airport.
- In preliminarily authorizing the Project and the issuance of the QTA Bonds, the City's purpose is and the effect thereof will be to promote the public welfare of the City and its residents by preserving and creating jobs and promoting economic recovery.
- Given the private business use of the QTA Facility, it could not be financed from the proceeds of tax exempt bonds other than as Recovery Zone Facility Bonds.
- The undertaking of the Project and the issuance of the QTA Bonds as Recovery Zone Facility Bonds will be in the public interest.
- Constructing the Project at an alternative site at the Airport will free up Airport property with taxiway and runway access which could be developed for an aviation related business.

2.02. Preliminary Approval. This Council hereby gives preliminary approval to the Project and the issuance of the QTA Bonds in the approximate aggregate principal amount of \$7,000,000 and the designation of the QTA Bonds as Recovery Zone Facility Bonds under Section 1400U-3 of the Code, subject to final approval following the public hearing provided for in Section 2.03, and subject to final determination by this Council that the financing of the Project and the issuance of the QTA Bonds are in the best interest of the City.

2.03. Public Hearing. Section 147(f) of the Code requires that, prior to the issuance of the QTA Bonds as Recovery Zone Facility Bonds, a public hearing duly noticed, shall be held by this Council on the proposed Project and the issuance of the Bonds to finance the costs thereof. Pursuant to such authority, a public hearing thereon shall be called and shall be held in conjunction with the hearing on the CFC Ordinance, in the Council Chambers on the second floor of the Police Facility, 220 N. 27th Street, Billings, Montana. The notice of public hearing

shall be published twice with at least six days separating each publication, the last publication of which must be no fewer than six days prior to the public hearing, in a newspaper of general circulation in the City.

Section 3. Authorization to Proceed with RFP for Underwriter.

3.01. Pursuant to Section 67-11-303, M.C.A., the City is authorized to sell airport revenue bonds at public or private sale. Based upon the complexities and timing of issuing Refunding Bonds and the use of the CFCs as a source of repayment for the QTA Bonds, Springsted, Inc., of St. Paul, Minnesota (“Springsted”), the City’s Financial Advisor and the City Financial Services Manager have recommended a negotiated sale of the Refunding Bonds and the QTA Bonds. This Council hereby confirms a negotiated sale to be in the City’s best interest.

3.02. The City Financial Services Manager, in consultation with Springsted, is authorized to prepare and submit a request for proposals (“RFP”) for underwriters for the Refunding Bonds and the QTA Bonds.

3.03. Upon receipt of responses to the RFPs, the City Financial Services Manager, in consultation with Springsted, is hereby authorized to select an underwriter for the Refunding Bonds and the QTA Bonds.

Section 4. Reimbursement; Official Intent Declaration.

4.01. The City proposes to design and construct the Project.

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

4.03. The City reasonably expects to reimburse some or all of the expenditures made for costs of the Project out of the proceeds of debt to be issued in an estimated maximum aggregate principal amount of \$7,000,000 (the “QTA Bonds”) after the date of payment of all or a portion of the costs of the Project. All reimbursed expenditures shall be capital expenditures, a cost of issuance of the Bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations.

Section 5. Budgetary Matters. As of the date hereof, there are no City funds reserved, allocated on a long-term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside) to provide permanent financing for the expenditures related to the Project, other than pursuant to the issuance of the QTA Bonds. The statement of intent contained in this Resolution, therefore, is determined to be consistent with the City’s budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof.

Section 6. Reimbursement Allocations. The City Financial Services Manager shall be responsible for making the “reimbursement allocations” described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the QTA Bonds to reimburse the source of temporary financing used by the City to make prior payment of the costs of the Project. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the QTA Bonds or the Project and shall specifically identify the actual original expenditure being reimbursed.

PASSED AND APPROVED by the City Council of the City of Billings, Montana, this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

Date: 04/12/2010

TITLE: SID 1388 Dorothy Lane Resolution of Intent to Create and Set a Public Hearing

PRESENTED BY: David Mumford

Department: Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

The residents along Dorothy Lane have the desire to construct public improvements to their street. These improvements generally consist of street, storm drain, drive approach and curb/gutter improvements to Dorothy Lane as shown on the attached exhibit.

**ALTERNATIVES ANALYZED**

The Council may:

- Approve the Resolution of Intent to Create SID 1388 and set a public hearing for the May 10, 2010, City Council Meeting; or
- Do not approve the Resolution of Intent to Create SID 1388.

**FINANCIAL IMPACT**

The total estimated costs of the improvements are \$452,000. Costs associated with the improvements will be paid for by assessments levied against the properties with Dorothy Lane addresses, gas tax and storm drain funds. The gas tax will be used to pay for improvements in front of city property and to corner lots in accordance with the SID policy. The storm drain funds will be used for a portion of the overall storm drainage system to account for storm drainage from City property.

**RECOMMENDATION**

Staff recommends that Council approve the Resolution of Intent to Create SID 1388 and set a public hearing date for May 10, 2010.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Link: [SID 1388 Resolution of Intent](#)

Link: [SID 1388 Exhibit A](#)

Link: [SID 1388 Exhibit B](#)

Link: [SID 1388 Exhibit C](#)

Link: [SID 1388 Exhibit D](#)

Link: [SID 1388 Exhibit E](#)

Link: [SID 1388 Exhibit F](#)

Link: [SID 1388 Part II](#)

Link: [SID 1388 Part III](#)

Link: [SID 1388 Bonding Cost Analysis](#)

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CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the City), hereby certify that the attached resolution is a true copy of Resolution No. \_\_\_\_\_, entitled: **RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. 1388; DECLARING IT TO BE THE INTENTION OF THE CITY COUNCIL TO CREATE THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL IMPROVEMENT DISTRICT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND** (the Resolution" was duly adopted by the City Council of the City at a meeting on April 12, 2010 that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.)

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

WITNESS my hand officially this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Cari Martin City Clerk

RESOLUTION NO. 10-\_\_\_\_\_

RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT  
NO. 1388; DECLARING IT TO BE THE INTENTION OF THE CITY COUNCIL TO  
CREATE THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN  
LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND  
INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL  
IMPROVEMENT DISTRICT BONDS SECURED BY THE CITY'S SPECIAL  
IMPROVEMENT DISTRICT REVOLVING FUND

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

**Section 1. Proposed Improvements; Intention To Create District.** The City proposes to undertake certain local Improvements (the "Improvements") to benefit certain property located in the City. The Improvements consist of the construction of Dorothy Lane, as more particularly described in Section 5. The total estimated costs of the Improvements are \$452,000.00. The costs of the Improvements are to be paid by \$452,000.00 of Special Improvement District bonds hereinafter described. It is the intention of this Council to create and establish in the City under Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended, a Special Improvement District (the "District") for the purpose of financing costs of the Improvements and paying costs incidental thereto, including costs associated with the sale and the security of Special Improvement District bonds drawn on the District (the "Bonds"), the creation and administration of the District, the funding of a deposit to the City's Special Improvement District Revolving Fund (the "Revolving Fund"). The total estimated costs of the Improvements, including such incidental costs, to be financed by the Bonds are \$452,000.00. The Bonds are to be payable from special assessments to be levied against property in the District, which property will be specially benefited by the Improvements.

**Section 2. Number of District.** The District, if the same shall be created and established, shall be known and designated as Special Improvement District No. 1388 of the City of Billings, Montana.

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

**Section 4. Benefited Property.** The District and territory included within the limits and boundaries described in Section 3 and as shown on Exhibits A, B, and F are hereby declared to be the Special Improvement District and the territory which will benefit and be benefited by the Improvements and will be assessed for the costs of the Improvements as described in Section 7.

**Section 5. General Character of the Improvements.** The general character of the

Improvements, as shown in Exhibit E, is the construction of curb and gutter, street and storm drain improvements for Dorothy Lane.

**Section 6. Engineer and Estimated Cost.** The City of Billings – Public Works Department shall perform the design and construction administration for this project. The City Engineer’s Office has estimated that the costs of the Improvements, including all incidental costs, are \$452,000.00.

**Section 7. Assessment Methods.**

**7.1. Property to be Assessed.** All properties within the district are to be assessed for the costs of the Improvements, as specified herein. The costs of the Improvements shall be assessed against the property in the District benefiting from the Improvements based on the equal amount methods described in Section 7-12-4162, 7-12-4163, M.C.A., as particularly applied and set forth in this Section 7.

**7.1.1 Equal Amount Method.**

Assessment #1 will include street and storm drain improvements to be constructed on Dorothy Lane between Bench Boulevard and Cottonwood Boulevard. The properties to be assessed for these improvements include: Celestial Subdivision, Lots 1,3 and 4; Celestial Subdivision Amended, Block 2, Lots 1,8,9,16,17 and 24; Dorothy Subdivision, Lots 4-9; Dorothy Subdivision Amended, Lots 10A and 10B; and Certificate of Survey Number 397 of Lot 3 of Dorothy Subdivision, Lots 3A-3E; as described in Part III. For the purposes of equitably apportioning special benefit to each parcel of land in the District, as above-mentioned, the Engineer has determined that each parcel of land, receiving street and storm drain improvements, shall equally bear the costs of the improvements as set forth in Part III hereto to arrive at an equal cost for the street and storm drain improvements. The total estimated cost of Assessment #1 is \$145,286.98 and shall be assessed against each parcel of land within the District, as above-mentioned, receiving street and storm drain improvements, on an equal amount basis based on the bid price to be received. The equal amount assessment is estimated to be \$7,489.02. Only Celestial Subdivision, Lots 1,3 and 4; Celestial Subdivision Amended, Block 2, Lots 1,8,9,16,17 and 24; Dorothy Subdivision, Lots 4-9; Dorothy Subdivision Amended, Lots 10A and 10B; and Certificate of Survey Number 397 of Lot 3 of Dorothy Subdivision, Lots 3A-3E; as described in Part III, will be assessed for Assessment #1.

Assessment #3 will include drive approach improvements to be constructed on Dorothy Lane between Bench Boulevard and Cottonwood Boulevard. The properties to be assessed for these improvements include: Celestial Subdivision, Lots 1,3 and 4; Celestial Subdivision Amended, Block 2, Lots 1,8,9,16,17 and 24; Dorothy Subdivision, Lots 4-9; Dorothy Subdivision Amended, Lots 10A and 10B; and Certificate of Survey Number 397 of Lot 3 of Dorothy Subdivision, Lots 3A-3E; as described in Part III. For the purposes of equitably apportioning special benefit to each parcel of land in the District, as above-mentioned, the Engineer has determined that each parcel of land, receiving drive approach improvements, shall equally bear the costs of the improvements as set forth in Part III hereto to arrive at an equal cost for the drive approach improvements. The total estimated cost of Assessment #3 is \$28,687.62 and shall be assessed against each parcel of land within the District, as above-mentioned, receiving drive approach improvements, on an equal amount basis based on the bid price to be received. The equal amount assessment is estimated to be \$2,390.64. Only Celestial

Subdivision, Lots 1,3 and 4; Celestial Subdivision, Lots 1,3 and 4; Celestial Subdivision Amended, Block 2, Lots 1,8,9,16,17 and 24; Dorothy Subdivision, Lots 4-9; Dorothy Subdivision Amended, Lots 10A and 10B; and Certificate of Survey Number 397 of Lot 3 of Dorothy Subdivision, Lots 3A-3E; as described in Part III, will be assessed for Assessment #3.

Assessment #4 will include street and storm drain improvements to be constructed on Dorothy Lane between Cottonwood Boulevard and Hawthorne Lane. The properties to be assessed for these improvements include: Fritz Subdivision, Block 2, Lots 10-16; Fritz Subdivision, Block 3, Lots 7-12; Fritz Subdivision 2<sup>nd</sup> Amended, Block 4, Lots 6-10; Fritz Subdivision, Block 5, Lots 2-8; as described in Part III. For the purposes of equitably apportioning special benefit to each parcel of land in the District, as above-mentioned, the Engineer has determined that each parcel of land, receiving street and storm drain improvements, shall equally bear the costs of the improvements as set forth in Part III hereto to arrive at an equal cost for the street and storm drain improvements. The total estimated cost of Assessment #4 is \$158,847.11 and shall be assessed against each parcel of land within the District, as above-mentioned, receiving street and storm drain improvements, on an equal amount basis based on the bid price to be received. The equal amount assessment is estimated to be \$6,353.88. Only Fritz Subdivision, Block 2, Lots 10-16; Fritz Subdivision, Block 3, Lots 7-12; Fritz Subdivision 2<sup>nd</sup> Amended, Block 4, Lots 6-10; Fritz Subdivision, Block 5, Lots 2-8; as described in Part III, will be assessed for Assessment #4.

Assessment #7 will include drive approach improvements to be constructed on Dorothy Lane between Cottonwood Boulevard and Hawthorne Lane. The properties to be assessed for these improvements include: Fritz Subdivision, Block 2, Lots 10-16; Fritz Subdivision, Block 3, Lots 7-12; Fritz Subdivision 2<sup>nd</sup> Amended, Block 4, Lots 6-10; Fritz Subdivision, Block 5, Lots 2-8; as described in Part III. For the purposes of equitably apportioning special benefit to each parcel of land in the District, as above-mentioned, the Engineer has determined that each parcel of land, receiving drive approach improvements, shall equally bear the costs of the improvements as set forth in Part III hereto to arrive at an equal cost for the drive approach improvements. The total estimated cost of Assessment #7 is \$54,371.53 and shall be assessed against each parcel of land within the District, as above-mentioned, receiving drive approach improvements, on an equal amount basis based on the bid price to be received. The equal amount assessment is estimated to be \$3,883.68. Only Fritz Subdivision, Block 2, Lots 10-16; Fritz Subdivision, Block 3, Lots 7-12; Fritz Subdivision Amended, Block 4, Lots 6-10; Fritz Subdivision, Block 5, Lots 2-8; as described in Part III, will be assessed for Assessment #7.

#### **7.1.2 Linear Footage Method**

Assessment #2 will include curb and gutter improvements to be constructed on Dorothy Lane between Bench Boulevard and Cottonwood Boulevard. The properties to be assessed for these improvements include: Celestial Subdivision, Lots 1,3 and 4; Celestial Subdivision Amended, Block 2, Lots 1,8,9,16,17 and 24; Dorothy Subdivision, Lots 4-9; Dorothy Subdivision Amended, Lots 10A and 10B; and Certificate of Survey Number 397 of Lot 3 of Dorothy Subdivision, Lots 3A-3E; as described in Part III. For the purposes of being fair and equitable to each parcel of land in the District, as above-mentioned, the Engineer has determined that each parcel of land, receiving curb and gutter improvements shall bear the costs of only the improvements along their lot frontage as set forth in Part

III hereto to arrive at a lineal footage method for curb and gutter improvements. The total estimated cost of Assessment #2 is \$36,025.40 and shall be assessed against each parcel of land within the District, as above-mentioned, receiving curb and gutter improvements, on a lineal footage amount basis based on the bid price to be received. The lineal foot assessment is estimated to be \$19.68 per lineal foot. Only Celestial Subdivision, Lots 1,3 and 4; Celestial Subdivision Amended, Block 2, Lots 1,8,9,16,17 and 24; Dorothy Subdivision, Lots 4-9; Dorothy Subdivision Amended, Lots 10A and 10B; and Certificate of Survey Number 397 of Lot 3 of Dorothy Subdivision, Lots 3A-3E; as described in Part III, will be assessed for Assessment #2.

Assessment #5 will include curb and gutter improvements to be constructed on Dorothy Lane between Cottonwood Boulevard and Hawthorne Lane. The properties to be assessed for these improvements include: Fritz Subdivision, Block 2, Lots 10-16; Fritz Subdivision, Block 3, Lots 7-12; Fritz Subdivision 2<sup>nd</sup> Amended, Block 4, Lots 6-10; Fritz Subdivision, Block 5, Lots 2-8; as described in Part III. For the purposes of being fair and equitable to each parcel of land in the District, as above-mentioned, the Engineer has determined that each parcel of land, receiving curb and gutter improvements shall bear the costs of only the improvements along their lot frontage as set forth in Part III hereto to arrive at a lineal footage method for curb and gutter improvements. The total estimated cost of Assessment #5 is \$23,094.48 and shall be assessed against each parcel of land within the District, as above-mentioned, receiving curb and gutter improvements, on a lineal footage amount basis based on the bid price to be received. The lineal foot assessment is estimated to be \$19.64 per lineal foot. Only Fritz Subdivision, Block 2, Lots 10-16; Fritz Subdivision, Block 3, Lots 7-12; Fritz Subdivision 2<sup>nd</sup> Amended, Block 4, Lots 6-10; Fritz Subdivision, Block 5, Lots 2-8; as described in Part III, will be assessed for Assessment #5.

Assessment #6 will include sidewalk improvements to be constructed on Dorothy Lane between Cottonwood Boulevard and Hawthorne Lane. The properties to be assessed for these improvements include: Fritz Subdivision, Block 3, Lots 7-12; as described in Part III. For the purposes of being fair and equitable to each parcel of land in the District, as above-mentioned, the Engineer has determined that each parcel of land, receiving sidewalk improvements shall bear the costs of only the improvements along their lot frontage as set forth in Part III hereto to arrive at a lineal footage method for sidewalk improvements. The total estimated cost of Assessment #6 is \$5,686.88 and shall be assessed against each parcel of land within the District, as above-mentioned, receiving sidewalk improvements, on a lineal footage amount basis based on the bid price to be received. The lineal foot assessment is estimated to be \$40.91 per lineal foot. Only Fritz Subdivision, Block 3, Lots 7-12; as described in Part III, will be assessed for Assessment #6.

**7.2. Assessment Methodologies Equitable and Consistent With Benefit.** This Council hereby determines that the methods of assessment and the assessment of costs of the specific improvements against the properties benefited thereby as prescribed in this Section 7 are equitable in proportion to and not exceeding the special benefits derived from the respective improvements by the lots, tracts, and parcels to be assessed therefore within the District.

**Section 8. Payment of Assessments.** The special assessments for the costs of the

Improvements shall be payable over a term not exceeding 15 years, each in equal semiannual installments of principal, plus interest, or equal semiannual payments of principal and interest, as this Council shall prescribe in the resolution authorizing the issuance of the Bonds. Property Owners have the right to prepay assessments as provided by law. Further, all owners shall have the opportunity to prepay their assessments prior to sale of the SID bonds.

**Section 9. Method of Financing; Pledge of Revolving Fund; Findings and Determinations.**

The City will issue the Bonds in an aggregate principal amount not to exceed \$452,000.00 in order to finance the costs of the Improvements. Principal of and interest on the Bonds will be paid from special assessments levied against the properties in the District. This Council further finds it is in the public interest, and in the best interest of the City and the District, to secure payment of principal of and interest on the Bonds by the Revolving Fund and hereby authorizes the city to enter into the undertakings and agreements authorized in Section 7-12-4225 in respect of the Bonds.

In determining to authorize such undertakings and agreements, this Council has taken into consideration the following factors:

(a) **Estimated Market Value of Parcels.** The estimated market value of the lots, parcels, or tracts in the District as of the date of adoption of this resolution, as estimated, by the County Assessor for property tax purposes ranges from \$6,639.00 to \$236,241.00, and is set forth in Exhibit F. The average market value is \$62,601.24 with the median being \$68,223.00. The special assessments to be levied under Section 7 against each lot, parcel, or tract in the District is less than the increase in estimated value of the lot, parcel, or tract as a result of the construction of the Improvements.

(a) **Diversity of Property Ownership.** There are a total of 46 parcels within the district boundaries. Public water and sewer currently serve each existing lot. Most of the parcels are owned by individual property owners; however, a few property owners do own multiple lots within the District.

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

(c) **Delinquencies.** An analysis of the amount of delinquencies in the payment of outstanding special assessments or property taxes levied against the properties in the District shows that of 46 properties, zero (0) properties were delinquent, and is set forth in Exhibit F.

(e) **The Public Benefit of the Improvements.** The total estimated costs of the Improvements are \$452,000.00. All costs of the Improvements are to be paid from the sale of Special Improvement District bonds hereinafter described. All lots within the District are zoned Residential 7000 and have access to public water and sewer. Of the 46 properties within the district, nine (9) of the lots are currently vacant.

### **Section 10. Reimbursement Expenditures.**

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

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

**10.3. Declaration of Intent.** The City reasonably expects to reimburse the expenditures made for costs of the Improvements out of the proceeds of Bonds in an estimated maximum aggregate principal amount of \$452,000.00 after the date of payment of all or a portion of the costs of the Improvements. All reimbursed expenditures shall be capital expenditures, a cost of issuance of the Bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations.

**10.4. Budgetary Matters.** As of the date hereof, there are no City funds reserved, allocated on a long-term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside) to provide permanent financing for the expenditures related to the Improvements, other than pursuant to the issuance of the Bonds. The statement of intent contained in this resolution, therefore, is determined to be consistent

with the City's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof.

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

**Section 11. Public Hearing Protests.** At any time within fifteen (15) days from and after the date of the first publication of the notice of the passage and approval of this resolution, any owner of real property within the District subject to assessment and taxation for the cost and expense of making the Improvements may make and file with the City Clerk until 5:00 p.m., M.T., on the expiration date of said 15-day period (April 30, 2010), written protest against the proposed Improvements, or against the extension or creation of the District or both, and this Council will at its next regular meeting after the expiration of the fifteen (15) days in which such protests in writing can be made and filed, proceed to hear all such protests so made and filed; which said, regular meeting will be held on Monday the 10<sup>th</sup> day of May 2010, at 6:30 p.m., in the Council Chambers, at 220 North 27<sup>th</sup> Street, in Billings, Montana.

**Section 12. Notice of Passage of Resolution of Intention.** The City Clerk is hereby authorized and directed to publish or cause to be published a copy of a notice of the passage of this resolution in the Billings Times, a newspaper of general circulation in the county on April 15<sup>th</sup> and April 22<sup>nd</sup>, 2010, in the form and manner prescribed by law, and to mail or cause to be mailed a copy of said notice to every person, firm, corporation, or the agent of such person, firm, or corporation having real property within the District listed in his or her name upon the last completed assessment roll for state, county, and school district taxes, at his last-known address, on or before the same day such notice is first published.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this 12<sup>th</sup> day of April, 2010.

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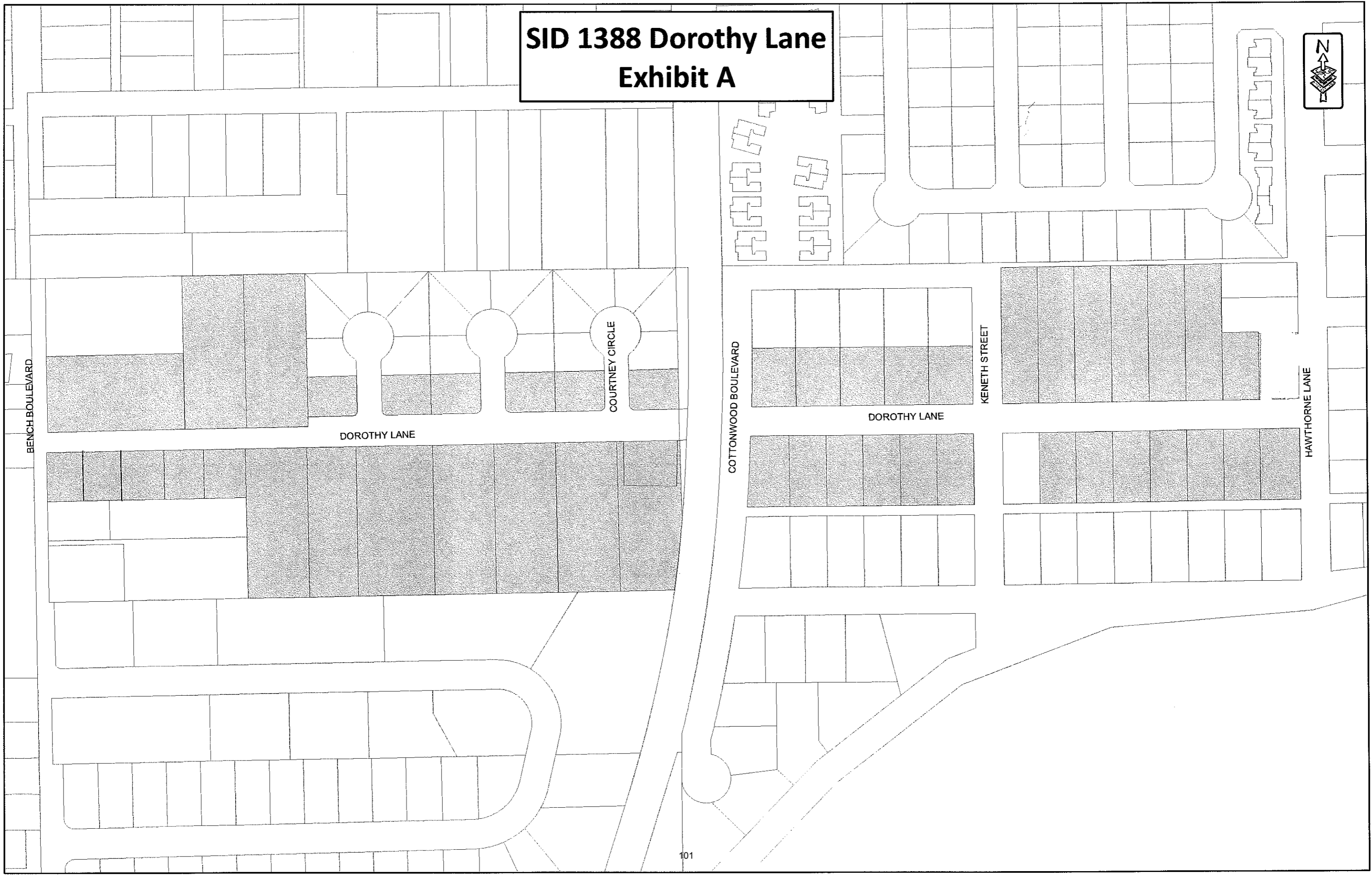
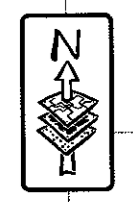
Mayor

Attest:

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City Clerk

**SID 1388 Dorothy Lane  
Exhibit A**



## **SID 1388 – DOROTHY LANE**

### **Exhibit B Boundary Description**

The following lots are included within SID 1388:

- Lots 3A-3E, Certificate of Survey No. 397 of Lot 3, Dorothy Subdivision, recorded April 4, 1951 at Yellowstone County, Montana, under document number 476349;
- Lots 4-9, Dorothy Subdivision, recorded May 31, 1946 at Yellowstone County, Montana, under document number 414965;
- Lots 10A and 10B, Dorothy Subdivision Amended, Amending Lot 10, recorded June 26, 2001 at Yellowstone County, Montana, under document number 3134920;
- Lots 7-12, Block 3, Lots 10-16, Block 2 and Lots 2-8, Block 5, Fritz Subdivision, recorded November 28, 1953 at Yellowstone County, Montana, under document number 515899;
- Lots 6-10, Block 4, Fritz Subdivision 2<sup>ND</sup> Amendment of Blocks 1 & 4, recorded April 14, 1966 at Yellowstone County, Montana, under document number 776498;
- Lots 1, 8, 9, 16, 17, 24, Block 2, Celestial Subdivision, Amended Lots 5 thru 10, recorded May 3, 1994 at Yellowstone County, Montana, under document number 1739446;
- Lots 1, 3, 4, Celestial Subdivision, recorded May 12, 1949 at Yellowstone County, Montana, under document number 450262.

**EXHIBIT C**

**SID 1388 - Dorothy Lane**

**ENGINEER'S ESTIMATE OF PROBABLE COST**

**All Improvements**

This estimate is based on approximate quantities and costs for improvements, complete in-place to serve Dorothy Lane from Bench Boulevard to Hawthorne Lane

**ALL ITEMS ARE COMPLETE IN-PLACE**

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	Total Cost
<b>ENTIRE PROJECT - BENCH BOULEVARD TO HAWTHORNE LANE</b>					
<i>Streets &amp; Storm Drain</i>					
101	1	LS	Mobilization and Insurance (5%)	@ 12885.23 / LS = \$	12,885.23
102	1	LS	Clearing and Grubbing	@ \$2,577.05 / LS = \$	2,577.05
103	1	CY	Erosion Control	@ \$2,577.05 / CY = \$	2,577.05
104	1	CY	Traffic Control	@ \$5,154.09 / CY = \$	5,154.09
105	550	CY	Unclassified Excavation	@ \$7.00 / CY = \$	3,850.00
106	1	LS	Scarify Existing Gravel	@ \$12,500.00 / LS = \$	12,500.00
107	425	CY	1 1/2-inch Base Gravel	@ \$22.00 / CY = \$	9,350.00
108	750	SF	HC Ramps	@ \$6.50 / SF = \$	4,875.00
109	1,580	TN	Asphalt (3-inch Thick)	@ \$40.00 / TN = \$	63,200.00
110	95	TN	Asphalt Oil (6%)	@ \$400.00 / TN = \$	38,000.00
111	10	EA	Manhole Adjustment	@ \$400.00 / EA = \$	4,000.00
112	16	EA	Valve Adjustment	@ \$200.00 / EA = \$	3,200.00
113	2	EA	Relocate Hydrant	@ \$1,000.00 / EA = \$	2,000.00
114	1	LS	Grade Drainage Swale	@ \$5,000.00 / LS = \$	5,000.00
115	0	LF	10" Culverts under Driveways	@ \$25.00 / LF = \$	-
116	100	SF	Concrete Trail Removal and Replacement	@ \$6.00 / SF = \$	600.00
117	10	EA	New Traffic Control Signs	@ \$150.00 / EA = \$	1,500.00
118	150	LF	Curb & Gutter Removal	@ \$3.00 / LF = \$	450.00
119	100	SY	Flatwork Removal	@ \$20.00 / SY = \$	2,000.00
120	2	EA	Storm Drain Inlets	@ \$1,500.00 / EA = \$	3,000.00
121	4	EA	36" Storm Drain Manholes	@ \$2,500.00 / EA = \$	10,000.00
122	550	LF	15" Storm Drain Pipe	@ \$40.00 / LF = \$	22,000.00
123	75	LF	12" Lateral SD Pipe	@ \$20.00 / LF = \$	1,500.00
124	148	CY	Infiltration Facility	@ \$75.00 / CY = \$	11,111.11
125	1	EA	Slotted Storm Drain Manholes	@ \$3,500.00 / EA = \$	3,500.00
126	1	LS	Shape Detention Pond	@ \$2,000.00 / LS = \$	2,000.00
127	1	LS	Irrigation Repair	@ \$2,000.00 / LS = \$	2,000.00
128	18,500	SF	Seeding	@ \$0.35 / SF = \$	6,475.00
129	1,500	SF	Landscape Sod	@ \$1.50 / SF = \$	2,250.00
130	5	EA	Tree Removal	@ \$150.00 / EA = \$	750.00
131	1	LS	Relocate Fence	@ \$2,500.00 / LS = \$	2,500.00
132	26	EA	Mailbox Relocation	@ \$250.00 / EA = \$	6,500.00
133	1	LS	Extend Drainage Culvert	@ \$500.00 / LS = \$	500.00
134	200	CY	Top Soil	@ \$45.00 / CY = \$	9,000.00
135	2	Ea	Tree Replacement	@ \$450.00 / Ea = \$	900.00
<b>Subtotal - Streets</b>					<b>\$ 257,704.52</b>
<i>Curb &amp; Gutter (New)</i>					
201	1	LS	Mobilization and Insurance (5%)	@ \$1,899.16 / LS = \$	1,899.16
202	1,831	LF	2-foot Ribbon Curb	@ \$12.00 / LF = \$	21,972.00
203	1,176	LF	Standard Curb & Gutter	@ \$12.00 / LF = \$	14,112.00
<b>Subtotal - Curb/Gutter</b>					<b>\$ 37,983.16</b>
<i>Sidewalk (New)</i>					
301	1	LS	Mobilization and Insurance (5%)	@ \$182.89 / LS = \$	182.89
302	695	SF	4-inch Thick Sidewalk	@ \$5.00 / SF = \$	3,475.00
<b>Subtotal - Sidewalk</b>					<b>\$ 3,657.89</b>
<i>Drive Approaches</i>					
401	1	LS	Mobilization and Insurance (5%)	@ \$2,669.51 / LS = \$	2,669.51
402	4,032	SF	6-inch Thick Drive Approach	@ \$7.00 / SF = \$	28,224.00
403	437	SY	Asphalt Drive Approach	@ \$20.00 / SY = \$	8,746.67
404	150	CY	Driveway Gravel	\$25.00 / CY = \$	3,750.00
405	2,000	SF	6-inch Concrete Driveway Match	@ \$5.00 / SF = \$	10,000.00
<b>Subtotal - Sidewalk</b>					<b>\$ 53,390.18</b>
<b>Total Construction Costs</b>					<b>\$ 352,735.75</b>
<b>Construction Contingency 15%</b>					<b>\$ 52,910.36</b>
<b>City Contribution Storm 50%</b>					<b>\$ (36,793.06)</b>
<b>City Contribution Streets</b>					<b>\$ (35,273.57)</b>
<b>TOTAL COST OF CONSTRUCTION IMPROVEMENTS</b>					<b>= \$ 333,579.48</b>
<i>Construction &amp; S.I.D. Administrative Costs</i>					
<b>Design and Construction Administration 12.5%</b>					<b>= \$41,697.43</b>
<b>Geotech Report</b>					<b>= \$3,050.00</b>
<b>TOTAL ADMINISTRATIVE COSTS</b>					<b>= \$44,747.43</b>
<b>CONSTRUCTION &amp; ADMINISTRATION SUBTOTAL</b>					<b>= \$378,326.91</b>

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	Total Cost
<b>BENCH BOULEVARD TO COTTONWOOD BOULEVARD</b>					
<i>Streets &amp; Storm Drain</i>					
101.1	1	LS	Mobilization and Insurance (5%)	@ \$ 5,833.79 / LS = \$	5,833.79
102.1	1	LS	Clearing and Grubbing	@ \$ 1,166.76 / LS = \$	1,166.76
103.1	1	CY	Erosion Control	@ \$ 1,166.76 / CY = \$	1,166.76
104.1	1	CY	Traffic Control	@ \$ 2,333.52 / CY = \$	2,333.52
105.1	413	CY	Unclassified Excavation	@ \$7.00 / CY = \$	2,887.50
106.1	0.5	LS	Scarify Existing Gravel	@ \$12,500.00 / LS = \$	6,250.00
107.1	319	CY	1 1/2-inch Base Gravel	@ \$22.00 / CY = \$	7,012.50
108.1	500	SF	HC Ramps	@ \$6.50 / SF = \$	3,250.00
109.1	790	TN	Asphalt (3-inch Thick)	@ \$40.00 / TN = \$	31,600.00
110.1	48	TN	Asphalt Oil (6%)	@ \$400.00 / TN = \$	19,000.00
111.1	6	EA	Manhole Adjustment	@ \$400.00 / EA = \$	2,400.00
112.1	7	EA	Valve Adjustment	@ \$200.00 / EA = \$	1,400.00
113.1	2	EA	Relocate Hydrant	@ \$1,000.00 / EA = \$	2,000.00
114.1	1.0	LS	Grade Drainage Swale	@ \$5,000.00 / LS = \$	5,000.00
115.1	0	LF	10" Culverts under Driveways	@ \$25.00 / LF = \$	-
116.1	100	SF	Concrete Trail Removal and Replacement	@ \$6.00 / SF = \$	600.00
117.1	7.0	EA	New Traffic Control Signs	@ \$150.00 / EA = \$	1,050.00
118.1	0	LF	Curb & Gutter Removal	@ \$3.00 / LF = \$	-
119.1	50	SY	Flatwork Removal	@ \$20.00 / SY = \$	1,000.00
120.1	0	EA	Storm Drain Inlets	@ \$1,500.00 / EA = \$	-
121.1	0	EA	36" Storm Drain Manholes	@ \$2,500.00 / EA = \$	-
122.1	0	LF	15" Storm Drain Pipe	@ \$40.00 / LF = \$	-
123.1	0	LF	12" Lateral SD Pipe	@ \$20.00 / LF = \$	-
124.1	0	CY	Infiltration Facility	@ \$75.00 / CY = \$	-
125.1	0	EA	Slotted Storm Drain Manholes	@ \$3,500.00 / EA = \$	-
126.1	0.0	LS	Shape Detention Pond	@ \$2,000.00 / LS = \$	-
127.1	0.5	LS	Irrigation Repair	@ \$2,000.00 / LS = \$	1,000.00
128.1	18,000	SF	Seeding	@ \$0.35 / SF = \$	6,300.00
129.1	1,000	SF	Landscape Sod	@ \$1.50 / SF = \$	1,500.00
130.1	2.5	EA	Tree Removal	@ \$150.00 / EA = \$	375.00
131.1	0.5	LS	Relocate Fence	@ \$2,500.00 / LS = \$	1,250.00
132.1	13.0	EA	Mailbox Relocation	@ \$250.00 / EA = \$	3,250.00
133.1	1.0	LS	Extend Drainage Culvert	@ \$500.00 / LS = \$	500.00
134.1	170.0	CY	Top Soil	@ \$45.00 / CY = \$	7,650.00
135.1	2.0	Ea	Tree Replacement	@ \$450.00 / Ea = \$	900.00
<b>Subtotal - Streets</b>					<b>\$ 116,675.82</b>
<i>Curb &amp; Gutter (New)</i>					
201.1	1	LS	Mobilization and Insurance (5%)	@ \$1,156.42 / LS = \$	1,156.42
202.1	1,831	LF	2-foot Ribbon Curb	@ \$12.00 / LF = \$	21,972.00
203.1	0	LF	Standard Curb & Gutter	@ \$12.00 / LF = \$	-
<b>Subtotal - Curb/Gutter</b>					<b>\$ 23,128.42</b>
<i>Sidewalk (New)</i>					
301.1	1	LS	Mobilization and Insurance (5%)	@ \$0.00 / LS = \$	-
302.1	0	SF	4-inch Thick Sidewalk	@ \$5.00 / SF = \$	-
<b>Subtotal - Sidewalk</b>					<b>= \$ -</b>
<i>Drive Approaches</i>					
401.1	1	LS	Mobilization and Insurance (5%)	@ \$920.88 / LS = \$	920.88
402.1	437	SY	Asphalt Drive Approach	@ \$20.00 / SY = \$	8,746.67
403.1		SF		/ SF = \$	-
404.1	150	CY	Driveway Gravel	\$25.00 / CY = \$	3,750.00
405.1	1,000	SF	6-inch Concrete Driveway Match	@ \$5.00 / SF = \$	5,000.00
<b>Subtotal - Sidewalk</b>					<b>\$ 18,417.54</b>
<b>Total Construction Costs</b>					<b>\$ 158,221.79</b>
<b>Construction Contingency 15%</b>					<b>\$ 23,733.27</b>
<b>City Contribution Storm 50%</b>					<b>\$ (9,475.00)</b>
<b>City Contribution Streets</b>					<b>\$ (17,636.79)</b>
<b>TOTAL COST OF CONSTRUCTION IMPROVEMENTS</b>					<b>= \$ 154,843.27</b>
<i>Construction &amp; S.I.D. Administrative Costs</i>					
<b>Design and Construction Administration 12.5%</b>					<b>= \$19,355.41</b>
<b>Geotech Report</b>					<b>= \$1,525.00</b>
<b>TOTAL ADMINISTRATIVE COSTS</b>					<b>= \$20,880.41</b>
<b>CONSTRUCTION &amp; ADMINISTRATION SUBTOTAL</b>					<b>= \$175,723.68</b>

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	Total Cost
<b>COTTONWOOD BOULEVARD TO HAWTHORNE LANE</b>					
<i>Streets &amp; Storm Drain</i>					
101.2	1	LS	Mobilization and Insurance (5%)	@ \$ 7,051.43 / LS = \$	7,051.43
102.2	1	LS	Clearing and Grubbing	@ \$ 1,410.29 / LS = \$	1,410.29
103.2	1	CY	Erosion Control	@ \$ 1,410.29 / CY = \$	1,410.29
104.2	1	CY	Traffic Control	@ \$ 2,820.57 / CY = \$	2,820.57
105.2	138	CY	Unclassified Excavation	@ \$7.00 / CY = \$	962.50
106.2	0.5	LS	Scarify Existing Gravel	@ \$12,500.00 / LS = \$	6,250.00
107.2	106	CY	1 1/2-inch Base Gravel	@ \$22.00 / CY = \$	2,337.50
108.2	250	SF	HC Ramps	@ \$6.50 / SF = \$	1,625.00
109.2	790	TN	Asphalt (3-inch Thick)	@ \$40.00 / TN = \$	31,600.00
110.2	48	TN	Asphalt Oil (6%)	@ \$400.00 / TN = \$	19,000.00
111.2	4	EA	Manhole Adjustment	@ \$400.00 / EA = \$	1,600.00
112.2	9	EA	Valve Adjustment	@ \$200.00 / EA = \$	1,800.00
113.2	0	EA	Relocate Hydrant	@ \$1,000.00 / EA = \$	-
114.2	0	LS	Grade Drainage Swale	@ \$5,000.00 / LS = \$	-
115.2	0	LF	10" Culverts under Driveways	@ \$25.00 / LF = \$	-
116.2	0	SF	Concrete Trail Removal and Replacement	@ \$6.00 / SF = \$	-
117.2	3.0	EA	New Traffic Control Signs	@ \$150.00 / EA = \$	450.00
118.2	150	LF	Curb & Gutter Removal	@ \$3.00 / LF = \$	450.00
119.2	50	SY	Flatwork Removal	@ \$20.00 / SY = \$	1,000.00
120.2	2	EA	Storm Drain Inlets	@ \$1,500.00 / EA = \$	3,000.00
121.2	4	EA	36" Storm Drain Manholes	@ \$2,500.00 / EA = \$	10,000.00
122.2	550	LF	15" Storm Drain Pipe	@ \$40.00 / LF = \$	22,000.00
123.2	75	LF	12" Lateral SD Pipe	@ \$20.00 / LF = \$	1,500.00
124.2	148	CY	Infiltration Facility	@ \$75.00 / CY = \$	11,111.11
125.2	1	EA	Slotted Storm Drain Manholes	@ \$3,500.00 / EA = \$	3,500.00
126.2	1.0	LS	Shape Detention Pond	@ \$2,000.00 / LS = \$	2,000.00
127.2	0.5	LS	Irrigation Repair	@ \$2,000.00 / LS = \$	1,000.00
128.2	500	SF	Seeding	@ \$0.35 / SF = \$	175.00
129.2	500	SF	Landscape Sod	@ \$1.50 / SF = \$	750.00
130.2	2.5	EA	Tree Removal	@ \$150.00 / EA = \$	375.00
131.2	0.5	LS	Relocate Fence	@ \$2,500.00 / LS = \$	1,250.00
132.2	13.0	EA	Mailbox Relocation	@ \$250.00 / EA = \$	3,250.00
133.2	0.0	LS	Extend Drainage Culvert	@ \$500.00 / LS = \$	-
134.2	30.0	CY	Top Soil	@ \$45.00 / CY = \$	1,350.00
135.2	0.0	Ea	Tree Replacement	@ \$450.00 / Ea = \$	-
<b>Subtotal - Streets</b>					<b>\$ 141,028.69</b>
<i>Curb &amp; Gutter (New)</i>					
201.2	1	LS	Mobilization and Insurance (5%)	@ \$742.74 / LS = \$	742.74
202.2		LF	2-foot Ribbon Curb	@ \$12.00 / LF = \$	-
203.2	1,176	LF	Standard Curb & Gutter	@ \$12.00 / LF = \$	14,112.00
<b>Subtotal - Curb/Gutter</b>					<b>\$ 14,854.74</b>
<i>Sidewalk (New)</i>					
301.2	1	LS	Mobilization and Insurance (5%)	@ \$182.89 / LS = \$	182.89
302.2	695	SF	4-inch Thick Sidewalk	@ \$5.00 / SF = \$	3,475.00
<b>Subtotal - Sidewalk</b>					<b>\$ 3,657.89</b>
<i>Drive Approaches</i>					
401.2	1	LS	Mobilization and Insurance (5%)	@ \$1,748.63 / LS = \$	1,748.63
402.2	4,032	SF	6-inch Thick Drive Approach	@ \$7.00 / SF = \$	28,224.00
403.2		SF		/ SF = \$	-
404.2		CY	Driveway Gravel	\$25.00 / CY = \$	-
405.2	1,000	SF	6-inch Concrete Driveway Match	@ \$5.00 / SF = \$	5,000.00
<b>Subtotal - Sidewalk</b>					<b>\$ 34,972.63</b>
<b>Total Construction Costs</b>					<b>\$ 194,513.96</b>
<b>Construction Contingency 15%</b>					<b>\$ 29,177.09</b>
<b>City Contribution Storm 50%</b>					<b>\$ (27,318.06)</b>
<b>City Contribution Streets</b>					<b>\$ (17,636.79)</b>
<b>TOTAL COST OF CONSTRUCTION IMPROVEMENTS</b>					<b>= \$ 178,736.21</b>
<i>Construction &amp; S.I.D. Administrative Costs</i>					
<b>Design and Construction Administration 12.5%</b>					<b>= \$22,342.03</b>
<b>Geotech Report</b>					<b>= \$1,525.00</b>
<b>TOTAL ADMINISTRATIVE COSTS</b>					<b>= \$23,867.03</b> </

**EXHIBIT D**  
**SID 1388 - Dorothy Lane**

**TABLE OF ESTIMATED ASSESSMENTS PER ITEM**

**Bench to Cottonwood**

CODE #	ASSESSMENT ITEM	RAW CONSTRUCTION COSTS	% OF CONSTRUCTION	CONTINGENCY	TOTAL THRU CONTINGENCY	CITY CONTRIBUTION	SID ADMINISTRATION COSTS	TOTAL CONSTRUCTION COSTS	TOTAL UNITS PER ITEM	UNIT	RATE PER UNIT	TOTAL UNITS TO BE ASSESSED PER ITEM	CASH CONTRIBUTION COST	% APPLIED TO ADMINISTRATION COSTS	ADMINISTRATION COSTS	TOTAL THRU ADMINISTRATION COSTS	UNIT COST PER ASSESSMENT	Asmt. #
1.1	Streets & Storm Drain - Bench to Cottonwood	\$ 116,675.82	73.74%	\$ 17,501.37	\$134,177.20	\$ (27,111.79)	\$14,507.74	\$121,573.15	19.40	EA	\$6,266.66	19.40	\$121,573.15	69.18%	\$23,713.82	\$145,286.98	\$7,489.02	1
2.1	Curb & Gutter (New)	\$ 23,128.42	14.62%	\$ 3,469.26	\$26,597.68		\$3,547.63	\$30,145.31	1,831	LF	\$16.46	1,831	\$30,145.31	17.15%	\$5,880.09	\$36,025.40	\$19.68	2
3.1	Sidewalk (New)	\$ -	0.00%	\$ -	\$0.00		\$0.00	\$0.00	0	LF	\$0.00	0	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	X
4.1	Drive Approaches	\$ 18,417.54	11.64%	\$ 2,762.63	\$21,180.18		\$2,825.04	\$24,005.21	12	EA	\$2,000.43	12	\$24,005.21	13.66%	\$4,682.41	\$28,687.62	\$2,390.64	3
<b>TOTALS</b>		<b>\$ 158,221.79</b>	<b>100.00%</b>	<b>\$ 23,733.27</b>	<b>\$181,955.06</b>	<b>\$ (27,111.79)</b>	<b>\$20,880.41</b>	<b>\$175,723.68</b>					<b>\$175,723.68</b>	<b>100.00%</b>	<b>\$ 34,276.32</b>	<b>\$210,000.00</b>	<b>\$210,000.00</b>	

**Cottonwood to Hawthorne**

CODE #	ASSESSMENT ITEM	RAW CONSTRUCTION COSTS	% OF CONSTRUCTION	CONTINGENCY	TOTAL THRU CONTINGENCY	CITY CONTRIBUTION	SID ADMINISTRATION COSTS	TOTAL CONSTRUCTION COSTS	TOTAL UNITS PER ITEM	UNIT	RATE PER UNIT	TOTAL UNITS TO BE ASSESSED PER ITEM	CASH CONTRIBUTION COST	% APPLIED TO ADMINISTRATION COSTS	ADMINISTRATION COSTS	TOTAL THRU ADMINISTRATION COSTS	UNIT COST PER ASSESSMENT	
1.2	Streets & Storm Drain -Cottonwood to Hawthorne	\$ 141,028.69	72.50%	\$ 21,154.30	\$162,183.00	\$ (44,954.84)	\$15,759.19	\$132,987.35	25.00	EA	\$5,319.49	25.00	\$132,987.35	65.64%	\$25,859.76	\$158,847.11	\$6,353.88	4
2.2	Curb & Gutter (New)	\$ 14,854.74	7.64%	\$ 2,228.21	\$17,082.95		\$2,251.83	\$19,334.78	1,176	LF	\$16.44	1,176	\$19,334.78	9.54%	\$3,759.70	\$23,094.48	\$19.64	5
3.2	Sidewalk (New)	\$ 3,657.89	1.88%	\$ 548.68	\$4,206.58		\$554.50	\$4,761.08	139	LF	\$34.25	139	\$4,761.08	2.35%	\$925.81	\$5,686.88	\$40.91	6
4.2	Drive Approaches	\$ 34,972.63	17.98%	\$ 5,245.89	\$40,218.53		\$5,301.50	\$45,520.03	14	EA	\$3,251.43	14	\$45,520.03	22.47%	\$8,851.50	\$54,371.53	\$3,883.68	7
<b>TOTALS</b>		<b>\$ 194,513.96</b>	<b>100.00%</b>	<b>\$ 29,177.09</b>	<b>\$223,691.05</b>	<b>\$ (44,954.84)</b>	<b>\$23,867.03</b>	<b>\$202,603.23</b>					<b>\$202,603.23</b>	<b>100.00%</b>	<b>\$ 39,396.77</b>	<b>\$242,000.00</b>	<b>\$242,000.00</b>	

# **EXHIBIT E**

## **SID 1388 Dorothy Lane SID**

### **PROJECT DESCRIPTION**

Special Improvement District No. 1388 shall generally construct the following improvements to Dorothy Lane.

- 1) Construction of street, curb/gutter, and drive approaches on Dorothy Lane from Bench Boulevard to Hawthorne Lane.
- 2) Construction of storm drain improvements consisting of swales along Dorothy Lane from Bench Boulevard to Cottonwood Boulevard and construction of storm drain improvements consisting of inlets, pipe, and infiltration facilities along Dorothy Lane from Cottonwood Boulevard to Hawthorne Lane.

**EXHIBIT F****SID 1388 - DOROTHY LANE  
Street and Storm Drain Improvements**

TAX I.D. NUMBER 6-13	PREVIOUS PREVIOUS SID #	PREVIOUS SID PAY-OFF	DELINQUENT CONTRIBUTION	CASH CONTRIBUTION	SID 1388 ASSESSMENT	SID PAY-OFF + DELINQUENT + SID 1388 ASSESSMENT	ESTIMATED MARKET VALUE	ESTIMATED MARKET VALUE AFTER IMPROVEMENTS
A28737		\$0.00	\$0.00	\$0.00	\$8,970.20	\$8,970.20	\$6,640.00	\$15,610.20
A28744		\$0.00	\$0.00	\$0.00	\$8,970.20	\$8,970.20	\$6,639.00	\$15,609.20
A28745		\$0.00	\$0.00	\$0.00	\$8,970.20	\$8,970.20	\$6,640.00	\$15,610.20
A28752		\$0.00	\$0.00	\$0.00	\$8,970.20	\$8,970.20	\$6,639.00	\$15,609.20
A28753		\$0.00	\$0.00	\$0.00	\$8,970.20	\$8,970.20	\$15,055.00	\$24,025.20
A28760		\$0.00	\$0.00	\$0.00	\$11,281.08	\$11,281.08	\$62,682.00	\$73,963.08
C00188		\$0.00	\$0.00	\$0.00	\$3,378.42	\$3,378.42	\$22,652.00	\$26,030.42
C00190		\$0.00	\$0.00	\$0.00	\$3,378.42	\$3,378.42	\$22,422.00	\$25,800.42
C00191		\$0.00	\$0.00	\$0.00	\$5,689.30	\$5,689.30	\$51,105.00	\$56,794.30
C00308		\$0.00	\$0.00	\$0.00	\$26,282.97	\$26,282.97	\$63,420.00	\$89,702.97
C00309		\$0.00	\$0.00	\$0.00	\$11,071.87	\$11,071.87	\$47,903.00	\$58,974.87
C00310		\$0.00	\$0.00	\$0.00	\$11,166.96	\$11,166.96	\$50,284.00	\$61,450.96
C00311		\$0.00	\$0.00	\$0.00	\$11,927.72	\$11,927.72	\$66,327.00	\$78,254.72
C00312		\$0.00	\$0.00	\$0.00	\$11,452.25	\$11,452.25	\$68,717.00	\$80,169.25
C00313		\$0.00	\$0.00	\$0.00	\$14,714.07	\$14,714.07	\$121,764.00	\$136,478.07
C00314		\$0.00	\$0.00	\$0.00	\$14,238.60	\$14,238.60	\$236,241.00	\$250,479.60
C00315		\$0.00	\$0.00	\$0.00	\$11,927.72	\$11,927.72	\$67,527.00	\$79,454.72
C00316		\$0.00	\$0.00	\$0.00	\$12,311.14	\$12,311.14	\$78,492.00	\$90,803.14
C13314		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,971.00	\$21,971.00
C00316A		\$0.00	\$0.00	\$0.00	\$9,328.51	\$9,328.51	\$81,126.00	\$90,454.51
C00324I		\$0.00	\$0.00	\$0.00	\$10,867.52	\$10,867.52	\$79,156.00	\$90,023.52
C00324J		\$0.00	\$0.00	\$0.00	\$10,867.52	\$10,867.52	\$77,175.00	\$88,042.52
C00324K		\$0.00	\$0.00	\$0.00	\$10,867.52	\$10,867.52	\$74,469.00	\$85,336.52
C00324L		\$0.00	\$0.00	\$0.00	\$10,867.52	\$10,867.52	\$68,918.00	\$79,785.52
C00324M		\$0.00	\$0.00	\$0.00	\$10,867.52	\$10,867.52	\$70,529.00	\$81,396.52
C00325		\$0.00	\$0.00	\$0.00	\$10,867.52	\$10,867.52	\$60,060.00	\$70,927.52
C00326		\$0.00	\$0.00	\$0.00	\$11,000.44	\$11,000.44	\$75,903.00	\$86,903.44
C00333		\$0.00	\$0.00	\$0.00	\$6,737.33	\$6,737.33	\$62,365.00	\$69,102.33
C00334		\$0.00	\$0.00	\$0.00	\$6,143.95	\$6,143.95	\$61,165.00	\$67,308.95
C00335		\$0.00	\$0.00	\$0.00	\$6,341.74	\$6,341.74	\$83,475.00	\$89,816.74
C00336		\$0.00	\$0.00	\$0.00	\$6,341.74	\$6,341.74	\$57,774.00	\$64,115.74
C00337		\$0.00	\$0.00	\$0.00	\$7,805.43	\$7,805.43	\$61,439.00	\$69,244.43
C00338		\$0.00	\$0.00	\$0.00	\$8,992.20	\$8,992.20	\$68,612.00	\$77,604.20
C00341		\$0.00	\$0.00	\$0.00	\$7,947.84	\$7,947.84	\$68,539.00	\$76,486.84
C00341A		\$0.00	\$0.00	\$0.00	\$7,852.90	\$7,852.90	\$68,338.00	\$76,190.90
C00341B		\$0.00	\$0.00	\$0.00	\$7,852.90	\$7,852.90	\$67,232.00	\$75,084.90
C00341C		\$0.00	\$0.00	\$0.00	\$7,852.90	\$7,852.90	\$72,235.00	\$80,087.90
C00341D		\$0.00	\$0.00	\$0.00	\$7,852.90	\$7,852.90	\$71,551.00	\$79,403.90
C00342A		\$0.00	\$0.00	\$0.00	\$10,867.52	\$10,867.52	\$69,865.00	\$80,732.52
C00342B		\$0.00	\$0.00	\$0.00	\$10,867.52	\$10,867.52	\$24,180.00	\$35,047.52
C00343		\$0.00	\$0.00	\$0.00	\$10,867.52	\$10,867.52	\$75,217.00	\$86,084.52
C00343A		\$0.00	\$0.00	\$0.00	\$10,867.52	\$10,867.52	\$68,223.00	\$79,090.52
C00343B		\$0.00	\$0.00	\$0.00	\$10,867.52	\$10,867.52	\$78,767.00	\$89,634.52
C00343C		\$0.00	\$0.00	\$0.00	\$10,867.52	\$10,867.52	\$78,166.00	\$89,033.52
C00343D		\$0.00	\$0.00	\$0.00	\$10,867.52	\$10,867.52	\$69,457.00	\$80,324.52
<b>AVERAGE</b>		\$0.00	\$0.00		\$9,711.11	\$9,711.11	\$62,601.24	\$72,312.36
<b>MEDIAN</b>		\$0.00	\$0.00		\$10,867.52	\$10,867.52	\$68,223.00	\$78,254.72
<b>LOW</b>		\$0.00	\$0.00		\$0.00	\$0.00	\$6,639.00	\$15,609.20
<b>HIGH</b>		\$0.00	\$0.00		\$26,282.97	\$26,282.97	\$236,241.00	\$250,479.60

Note: Delinquent taxes are reported as of 3/24/2010  
Areas that are shaded represent cash contributions.

**CITY OF BILLINGS, MONTANA  
SPECIAL IMPROVEMENT DISTRICT ASSESSMENT DATA  
PART TWO**

<p><b>DATE:</b> <u>March 31, 2010</u></p> <p><b>S.I.D. NUMBER:</b> <u>1388</u></p> <p><b>S.I.D. DESCRIPTION:</b> <u>Street and storm drain Improvements for Dorothy Lane from Bench Boulevard to Hawthorne Lane.</u></p> <p><b>YEARS TO BE ASSESSED:</b> <u>15</u></p> <p><b>TOTAL S.I.D. AREA:</b> <u>N/A</u></p> <p><b>MEASUREMENT:</b> <u>X</u> EA <u>      </u> SF <u>X</u> LF</p> <p><b>S.I.D. COSTS:</b> <u>X</u> ESTIMATED PER CONCEPT PLANS  <u>      </u> ESTIMATED PER BID PRICE  <u>      </u> FINAL PER ACTUAL CONSTRUCTION</p> <p><b>S.I.D. MAIN IMPROVEMENT COST:</b> <u>\$437,000.00</u></p> <p><b>SPECIAL ADDITIONS:</b></p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">CODE</th> <th style="text-align: center;">Quantity</th> <th style="text-align: center;">Unit Cost</th> <th style="text-align: center;">Total</th> </tr> </thead> <tbody> <tr> <td>3 Assessment #1</td> <td style="text-align: center;">19.40</td> <td style="text-align: right;">\$ 7,239.4794</td> <td style="text-align: right;">\$ 140,445.90</td> </tr> <tr> <td>4 Assessment #2</td> <td style="text-align: center;">1,831.00</td> <td style="text-align: right;">\$ 19.0189</td> <td style="text-align: right;">\$ 34,823.54</td> </tr> <tr> <td>6 Assessment #3</td> <td style="text-align: center;">12.00</td> <td style="text-align: right;">\$ 2,310.8800</td> <td style="text-align: right;">\$ 27,730.56</td> </tr> <tr> <td>7 Assessment #4</td> <td style="text-align: center;">25.00</td> <td style="text-align: right;">\$ 6,143.9485</td> <td style="text-align: right;">\$ 153,598.71</td> </tr> <tr> <td>8 Assessment #5</td> <td style="text-align: center;">1,176.00</td> <td style="text-align: right;">\$ 18.9883</td> <td style="text-align: right;">\$ 22,330.26</td> </tr> <tr> <td>9 Assessment #6</td> <td style="text-align: center;">139.00</td> <td style="text-align: right;">\$ 39.5590</td> <td style="text-align: right;">\$ 5,498.70</td> </tr> <tr> <td>10 Assessment #7</td> <td style="text-align: center;">14.00</td> <td style="text-align: right;">\$ 3,755.1660</td> <td style="text-align: right;">\$ 52,572.32</td> </tr> <tr> <td><b>TOTAL PROJECT COST</b></td> <td style="text-align: center;"><b>=</b></td> <td style="text-align: right;"><b>\$</b></td> <td style="text-align: right;"><b>437,000.00</b></td> </tr> </tbody> </table> <p><b>(ALL COSTS TO INCLUDE PRORATA SHARE OF ADMINISTRATIVE COSTS)</b></p>	CODE	Quantity	Unit Cost	Total	3 Assessment #1	19.40	\$ 7,239.4794	\$ 140,445.90	4 Assessment #2	1,831.00	\$ 19.0189	\$ 34,823.54	6 Assessment #3	12.00	\$ 2,310.8800	\$ 27,730.56	7 Assessment #4	25.00	\$ 6,143.9485	\$ 153,598.71	8 Assessment #5	1,176.00	\$ 18.9883	\$ 22,330.26	9 Assessment #6	139.00	\$ 39.5590	\$ 5,498.70	10 Assessment #7	14.00	\$ 3,755.1660	\$ 52,572.32	<b>TOTAL PROJECT COST</b>	<b>=</b>	<b>\$</b>	<b>437,000.00</b>	<p><b>DATA CARDS</b></p> <p><b>PROCESSING COLS</b></p> <p>A&amp;B 2 - 5</p> <p>A 6 - 39</p> <p>A 59 - 60</p> <p>A 61 - 71</p> <p>A 89 - 96</p> <p>A 40 - 41</p> <p>A 42</p> <p>A 53 - 58</p> <p>A 73 - 78</p>
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<b>TOTAL PROJECT COST</b>	<b>=</b>	<b>\$</b>	<b>437,000.00</b>																																		
<p><b>CITY CENTRAL SUPPORT SERVICES TO COMPLETE</b></p> <p><b>FIRST YEAR TO BE ASSESSED:</b> _____</p> <p><b>TYPE ASSESSMENT:</b> _____ PENDING _____ FINAL</p> <p><b>INTEREST RATE:</b> _____</p> <p><b>BOND ISSUE DATE:</b> _____</p>																																					





1-Apr-10

# RECOMMENDED BONDING COST ANALYSIS

## SID 1388 -Dorothy Lane

### Street & Storm Improvements

	Bench to Cottonwood		Cottonwood to Hawthorne			
<b>SID CONSTRUCTION COSTS</b>	\$	405,646.11	\$	181,955.06	\$	223,691.05
<b>ADMINISTRATION COSTS</b>						
DESIGN AND CONSTRUCTION ADMINISTRATION		\$41,697.43		\$19,355.41		\$22,342.03
GEOTECHNICAL REPORT		\$3,050.00		\$1,525.00		\$1,525.00
POSTING & BONDING - ADVANCE COSTS (\$4.50 PER TAX CODE)		\$0.00		\$0.00		\$0.00
<b>SUBTOTAL ADMINISTRATION COSTS</b>	\$	44,747.43	\$	20,880.41	\$	23,867.03
<b>SUBTOTAL PROJECT COSTS</b>	\$	450,393.54	\$	202,835.47	\$	247,558.08
<b>LESS CONTRIBUTIONS</b>						
CITY OF BILLINGS - STORM	\$	(36,793.06)	\$	(9,475.00)	\$	(27,318.06)
CITY OF BILLINGS - STREETS	\$	(35,273.57)	\$	(17,636.79)	\$	(17,636.79)
	\$	-	\$	-	\$	-
<b>PROJECT COSTS TO BE APPLIED TO SID</b>	\$	378,326.91	\$	175,723.68	\$	202,603.23
<b>SID COSTS</b>						
ADMINISTRATION / FINANCE FEES (2.5%)	\$	11,300.00	\$	5,250.00	\$	6,050.00
ENGINEERING FEE (3.5%)	\$	15,820.00	\$	7,350.00	\$	8,470.00
SID REVOLVING FUND (5%)	\$	22,600.00	\$	10,500.00	\$	12,100.00
BOND DISCOUNT FEE (2%)	\$	9,040.00	\$	4,200.00	\$	4,840.00
INSURANCE COSTS (3%)	\$	13,560.00	\$	6,300.00	\$	7,260.00
BANK FEES	\$	1,000.00	\$	500.00	\$	500.00
ROUND OFF	\$	353.09	\$	176.32	\$	176.77
<b>TOTAL BONDING COST</b>	\$	452,000.00	\$	210,000.00	\$	242,000.00

BONDS AWARDED TO:

INTEREST RATE \_\_\_\_\_ %                      DATE BONDS ISSUED: \_\_\_\_\_

\_\_\_\_\_ BONDS @ \$ \_\_\_\_\_                      TOTAL ISSUE \$ \_\_\_\_\_

PREMIUM \$ \_\_\_\_\_ . BONDS TO BE PAID ANNUALLY COMMENCING JANUARY 1, \_\_\_\_\_

AND SHALL MATURE JANUARY 1, \_\_\_\_\_

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
ENGINEER FOR THE DISTRICT

\_\_\_\_\_  
DIRECTOR OF FINANCE

\_\_\_\_\_  
CITY ENGINEER

Date: 04/12/2010

TITLE: Zone Change #857 - Text Amendment EBURD Parking Overlay District - 2nd reading

PRESENTED BY: Candi Beaudry

Department: Planning & Community  
Services

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### Information

#### PROBLEM/ISSUE STATEMENT

This is a zone change that will amend the City of Billings zoning map and amend the zoning regulations to create an overlay district to allow separate off-street parking regulations to apply within the East Billings Urban Renewal District (EBURD), a tax increment finance district east of the Central Business District. The EBURD Master Plan identifies existing parking requirements in this area as a major deterrent to future development. Current code establishes off-street parking standards based on use. The requirements result in a substantial portion of the developable property to be set aside for parking. As a first step in implementing the EBURD Master Plan, the Planning Division requested the County Planning Board initiate this amendment and on July 28, 2009, the Board granted the request. The Zoning Commission opened the public hearing on February 2, 2010, for this amendment and agreed to continue the hearing until March 2, 2010, so additional information could be presented regarding the various changes to City Code. The Zoning Commission conducted a public hearing on March 2, 2010, and is forwarding a recommendation of approval, and inclusion of the Clawson property in the district on a 4-0 vote. The City Council conducted a public hearing on March 22, 2010 and voted to approve the map and text amendment on 1st reading.

#### ALTERNATIVES ANALYZED

The Big Sky Economic Development Authority approved funds to hire a consultant to prepare a new Parking Overlay Zone for the EBURD. In October 2009, the Planning Division organized a steering committee to help select the consultant and work with the consultant to develop amendments to the city code for the EBURD area. The consultant, Nelson Nygaard Consulting Associates, has prepared a memorandum that reviews several tools for better management of parking demands within the district. The memorandum recommends six major tools the city could use:

- Eliminate the off-street parking minimum requirements within and near the EBURD district
- In conjunction with the elimination of off-street parking minimum requirements, adopt a policy goal to maintain 15% vacancy of on-street parking spaces within the district.
- Adopt a parking benefit district that uses permits and/or meters to manage on-street parking demand. Revenues would be returned to the district for on-street parking improvements and other enhancements to meet parking demand.
- Adopt local requirement for unbundled parking costs.
- Adopt local requirement for certain employers to allow employees to “cash-out” parking subsidies for off-street parking spaces.
- Adopt a multi-modal transportation impact fee district.

The steering committee reviewed the 6 major tools and held a public meeting on these options on January 21, 2010. Public input was received particularly on the first two options – elimination of the off-street parking minimums and the 15% vacancy goal for on-street spaces. The steering committee and staff recommended action on the first three strategies and the zoning map and text amendment address the elimination of off-street parking minimum requirements.

**FINANCIAL IMPACT**

Adoption of the Zone Change and Text Amendment should not have a direct financial impact on the City. Implementation of the new amendments could have a financial impact on the City depending on the level of support needed and how implementation is decided by City officials and the Council.

**RECOMMENDATION**

The Zoning Commission conducted a public hearing on March 2, 2010, and is recommending approval of the zone change, and inclusion of Mr. Clawson's property within the proposed district.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Link: [Zone Change #857 Map and Ordinance](#)

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**Draft Ordinance and Map Amendment Zone Change #857  
East Billings Parking Overlay District**

**ORDINANCE NO. 10- \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE BILLINGS, MONTANA CITY CODE BE AMENDED BY ADDING A NEW SECTION 27-1460 – EAST BILLINGS PARKING OVERLAY DISTRICT ADOPT THE ADDITION AS AN AMENDMENT TO THE ZONING REGULATIONS AND SET A TIME PERIOD FOR THE REGULATION TO BE EFFECTIVE.

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

**Section 1. RECITALS.** *Title 76, Chapter 2, Part 3, MCA, and Section 27-1502, BMCC, provide for amendment to the City Zoning Regulations from time to time. The City Council initiated the amendment to the City Zoning Regulations and the City Zoning Commission and staff have reviewed the proposed zoning regulations and map hereinafter described. 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 proposed amendments to the City Zoning Regulations.*

**Section 2. DESCRIPTION.** The East Billings Parking Overlay District shall include all of the property in the city limits within the following described district:

**Starting at the intersection of Montana Avenue and North 22nd Street, extending north down the centerline of North 22nd to the intersection of 3<sup>rd</sup> Avenue North, extending westerly down the centerline of 3<sup>rd</sup> Avenue North to the intersection of North 23<sup>rd</sup> Street, then northerly along the centerline of North 23<sup>rd</sup> Street to the intersection of 4<sup>th</sup> Avenue North, then westerly along the centerline of 4<sup>th</sup> Avenue North to the intersection of North 25<sup>th</sup> Street, then northerly along the centerline of North 25<sup>th</sup> Street to the intersection of 6<sup>th</sup> Avenue North, then easterly along the centerline of 6<sup>th</sup> Avenue North to the intersection of North 22<sup>nd</sup> Street, then northerly along the centerline of to the intersection of 8<sup>th</sup> Avenue North, extending east down the centerline of 8th Avenue North to the intersection of 8<sup>th</sup> Avenue North and North 19<sup>th</sup> Street, extending south down the centerline of North 19<sup>th</sup> Street to the intersection of North 19<sup>th</sup> Street and 7<sup>th</sup> Avenue North, extending east along the centerline of 7<sup>th</sup> Avenue North to the intersection of North 18<sup>th</sup> Street and 7<sup>th</sup> Avenue North, extending south down the centerline of North 18<sup>th</sup> Street to be**

perpendicular with the northern most edge of property line of LT 23 & 24 BLK 274 BILLINGS 1<sup>ST</sup> ADD, extending east along the Northern edge of LT 23 & 24 BLK 274 BILLINGS 1<sup>ST</sup> ADD, and hence eastward including in their entirety the southern most properties most directly adjacent to 6th Avenue North to the city boundary line including Lots 4-10 of Block 5 and the vacated 20 foot adjacent alley of North Park Subdivision, extending southerly and westerly along the city boundary lines to the northern edge of the rail road tracks, extending west along the northern edge of the railroad tracks to the centerline of North 22<sup>nd</sup> Street, extending north along the centerline of North 22<sup>nd</sup> Street to the ending point at the intersection of Montana Avenue and North 22<sup>nd</sup> Street. Excluding the non-incorporated land that envelops the Empire Steel property LTS 3 TO 23 & VAC 10FT ADJ ALLEY & E 404T ADJ N 16<sup>TH</sup> ST BLK 258 & 259.



**Section 3.** That the Billings, Montana City Code be amended by adding a new Section 27-1460 to read as follows:

**SEC. 27-1460.** EAST BILLINGS PARKING OVERLAY DISTRICT.

**Sec. 27-1461.** Purpose.

The purpose of the East Billings Parking Overlay District is to provide alternative off-street parking standards to encourage the development and re-development of property. The overlay zoning does not alter the category of permitted uses in the underlying zoning.

**Sec. 27-1462.** District boundaries.

The boundaries of the East Billings Parking Overlay District shall be as follows:

Starting at the intersection of Montana Avenue and North 22nd Street, extending north down the centerline of North 22nd to the intersection of 3<sup>rd</sup> Avenue North, extending westerly down the centerline of 3<sup>rd</sup> Avenue North to the intersection of North 23<sup>rd</sup> Street, then northerly along the centerline of North 23<sup>rd</sup> Street to the intersection of 4<sup>th</sup> Avenue North, then westerly along the centerline of 4<sup>th</sup> Avenue North to the intersection of North 25<sup>th</sup> Street, then northerly along the centerline of North 25<sup>th</sup> Street to the intersection of 6<sup>th</sup> Avenue North, then easterly along the centerline of 6<sup>th</sup> Avenue North to the intersection of North 22<sup>nd</sup> Street, then northerly along the centerline of to the intersection of 8<sup>th</sup> Avenue North, extending east down the centerline of 8th Avenue North to the intersection of 8<sup>th</sup> Avenue North and North 19th Street, extending south down the centerline of North 19<sup>th</sup> Street to the intersection of North 19<sup>th</sup> Street and 7<sup>th</sup> Avenue North, extending east along the centerline of 7<sup>th</sup> Avenue North to the intersection of North 18<sup>th</sup> Street and 7<sup>th</sup> Avenue North, extending south down the centerline of North 18<sup>th</sup> Street to be perpendicular with the northern most edge of property line of LT 23 & 24 BLK 274 BILLINGS 1<sup>ST</sup> ADD, extending east along the Northern edge of LT 23 & 24 BLK 274 BILLINGS 1<sup>ST</sup> ADD, and hence eastward including in their entirety the southern most properties most directly adjacent to 6th Avenue North to the city boundary line including Lots 4-10 of Block 5 and the vacated 20 foot adjacent alley of North Park Subdivision, extending southerly and westerly along the city boundary lines to the northern edge of the rail road tracks, extending west along the northern edge of the railroad tracks to the centerline of North 22<sup>nd</sup> Street, extending north along the centerline of North 22<sup>nd</sup> Street to the ending point at the intersection of Montana Avenue and North 22nd Street. Excluding the non-incorporated land that envelops the Empire Steel property LTS 3 TO 23 & VAC 10FT ADJ ALLEY & E 404T ADJ N 16<sup>TH</sup> ST BLK 258 & 259.



shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

**Section 6. 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, March 22, 2010.

PASSED, ADOPTED AND APPROVED on second reading, April 12<sup>th</sup>, 2010.

CITY OF BILLINGS:

BY: \_\_\_\_\_  
Thomas W. Hanel, Mayor

ATTEST:

BY:  
Cari Martin, City Clerk

(ZC #857 – Text and Map Amendment – East Billings Parking Overlay District – add new Section 27-1460)

Date: 04/12/2010

TITLE: Zone Change #862 - 2414 Roundup Road and 621 Pemberton Lane - 2nd reading

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

**Information**

**PROBLEM/ISSUE STATEMENT**

This is a zone change request from Community Commercial (CC) to Highway Commercial (HC) to allow the expansion of a limited pharmaceutical manufacturing facility on Tract 2A1 of C/S 1965 and Lot 5 of Block 1 Bergquist Subdivision located at 2414 Roundup Road and 621 Pemberton Lane. The property is vacant and has access to Roundup Road, Pemberton Lane and to the adjacent property. The applicant is Vacant Land, LLC and Tom & Cheri Bergquist. The agent is Ernie Dutton. A pre-application neighborhood meeting was held on January 22, 2010 at 2376 Main Street, All American Pharmaceuticals. The Zoning Commission conducted a public hearing on March 2, 2010, and is forwarding a recommendation of approval and adoption of the 12 criteria for this zone change on a 4-0 vote. The City Council conducted a public hearing on March 22, 2010 and voted to approve the zone change on 1st reading.

**ALTERNATIVES ANALYZED**

State law at MCA 76-2-304 requires that all zone changes be reviewed in accordance with 12 criteria. Using the 12 criteria to determine the appropriateness of the zone change request, the City Council may:

- 1. Approve the zone change request
- 2. Deny the zone change request
- 3. Allow withdrawal of the application
- 4. Delay action for up to thirty (30) days

**FINANCIAL IMPACT**

The zone change may increase the city's tax base if one or both properties are developed under the new Highway Commercial zone.

**RECOMMENDATION**

The Zoning Commission conducted a public hearing on March 2, 2010, and is recommending approval and adoption of the 12 criteria for this zone change to the City Council on a 4-0 vote.

**APPROVED BY CITY ADMINISTRATOR**

**Attachments**

Link: [ZC #862 Ordinance](#)

**ORDINANCE NO. 10-\_\_\_\_\_**

AN ORDINANCE AMENDING THE ZONE CLASSIFICATION FOR Tract 2A1 of C/S 1965 containing 4.5 acres and Lot 5 of Block 1 Bergquist Subdivision containing 1.5 acres

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 twelve (12) 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 twelve (12) criteria required by state law.

2. DESCRIPTION. A tract of land known as the Tract 2A1 of C/S 1965 containing 4.5 acres and Lot 5 of Block 1 Bergquist Subdivision containing 1.5 acres and is presently zoned **Community Commercial (CC)** and is shown on the official zoning maps within this zone.

3. ZONE AMENDMENT. The official zoning map is hereby amended and the zoning for **the above described parcels** is hereby changed from **Community Commercial (CC)** to **Highway Commercial (HC)** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Highway Commercial (HC)** as set out in the Billings, Montana City Code.

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

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

PASSED by the City Council on first reading March 22, 2010.

PASSED, ADOPTED AND APPROVED on second reading April 12, 2010.

CITY OF BILLINGS:

BY: \_\_\_\_\_  
Thomas W. Hanel, Mayor

ATTEST:

BY: Cari Martin, City Clerk

Zone Change #862 – 2414 Roundup Rd and 621 Pemberton lane

Date: 04/12/2010

TITLE: Zone Change #863 - Text Amendment Temporary Uses Construction Projects - 2nd Reading

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

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**Information**

**PROBLEM/ISSUE STATEMENT**

This is a zone change that will amend and update Section 27-614(e) of the Billings, Montana City Code (BMCC) regulating temporary uses of land related to construction projects. The current code allows construction equipment, sheds and offices but does not mention the staging and storage of materials. The Planning, Engineering and Legal staff believes this was an oversight in the code development dating to its original adoption in 1972. The City Engineering Division requested the City Council initiate this amendment and on February 8th, 2010, the Council granted the request. The Zoning Commission conducted a public hearing on March 2, 2010, and is forwarding a recommendation of approval on 4-0 vote. The Council conducted a public hearing and 1st reading of the ordinance on March 22, 2010 and voted to approve the text amendment on 1st reading.

**ALTERNATIVES ANALYZED**

The City Council initiated the amendment to the City Zoning Regulations and the City Council may:

1. Approve the zone change request
2. Deny the zone change request
3. Allow withdrawal of the application
4. Delay action for up to thirty (30) days

**FINANCIAL IMPACT**

There should be no fiscal impact from adoption of this amendment to the city zoning regulations.

**RECOMMENDATION**

The Zoning Commission conducted a public hearing on March 2, 2010 and is forwarding a recommendation of approval to the City Council on a 4-0 vote.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Link: [ZC #863 Ordinance](#)

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Attachment A – Zone Change #863  
**ORDINANCE NO. 10-\_\_\_\_\_**

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE BILLINGS, MONTANA CITY CODE BE AMENDED BY REVISING SECTION 27-614(e) – TEMPORARY USES – TO ALLOW FOR THE STORAGE AND STAGING OF MATERIALS AND EQUIPMENT FOR APPROVED CONSTRUCTION PROJECTS IN ANY ZONING DISTRICT AND ADOPT THE REVISION AS AN AMENDMENT TO THE ZONING REGULATIONS AND SET A TIME PERIOD FOR THE REGULATION TO BE EFFECTIVE.

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

**Section 1. RECITALS.** *Title 76, Chapter 2, Part 3, MCA, and Section 27-1502, BMCC, provide for amendment to the City Zoning Regulations from time to time. The City Council initiated the amendment to the City Zoning Regulations and the City Zoning Commission and staff have reviewed the proposed zoning regulations hereinafter described. 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 proposed amendments to the City Zoning Regulations.*

Section 2. **DESCRIPTION.** The zoning regulation shall apply to all land within the City of Billings.

Section 3. **AMENDMENT.** That the Billings, Montana City Code be amended by revising Section 27-614 as follows:

**Sec. 27-614. Temporary uses and structures.**

(e) Temporary uses and structures.

(1) Construction ~~of~~ equipment, sheds and materials. The temporary staging and storage of equipment and materials and use of buildings or modular structures for offices or equipment sheds during construction projects may be permitted in any zoning district. A temporary use/structure permit is not required if the equipment, materials and structures are ~~is~~ part of an approved construction project. In addition, all equipment, materials and structures shall meet the following criteria:

a. Equipment, materials and structures include any items procured by a contractor that are necessary to complete the approved construction project including, but not limited to:

1. heavy equipment, pipe, fittings, manholes, and the appurtenances;

- 2. gravel, sand, soil, concrete mix, forms, lumber and similar materials;
- 3. traffic control devices and stacked pallets of materials; and
- 4. modular offices and equipment sheds.
- b. staging and storage of equipment and materials shall be conducted in a safe, neat and orderly manner at all times;
- a-c. Any such equipment, materials and structures shall be removed upon completion of the construction project; and
- b-d. No such structure shall be used for living or sleeping purposes.

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

Section 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 March 22, 2010.

PASSED, ADOPTED AND APPROVED on second reading April 12, 2010.

CITY OF BILLINGS:

BY: \_\_\_\_\_  
Thomas W. Hanel, Mayor

ATTEST:

BY: \_\_\_\_\_  
Cari Martin, City Clerk

ZC #863 – Text Amendment Section 27-614(e) Temporary Uses

Date: 04/12/2010

TITLE: Amendment to Site Development Sec. 6-1203 - EBURD Parking Overlay District - 2nd reading

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

This is a companion code amendment to accomplish the parking management goals for the East Billings Urban Renewal District (EBURD). These goals and strategies have been prepared and recommended by Nelson/Nygaard Associates, the consultant firm working with the City on this project. The Zoning Commission has conducted a public hearing on the proposed parking overlay district and zoning code amendments. The Zoning Commission also received a draft of this companion code amendment. The City Council conducted a public hearing on March 22, 2010 and approved this ordinance on 1st reading.

ALTERNATIVES ANALYZED

The consultant and Steering Committee reviewed the options available to better manage parking within the EBURD district. The current parking code is a disincentive to reinvestment in the district. This amendment is considered a key element of the three proposed code amendments that will achieve several goals of the EBURD Master Plan approved by the City Council in July 2009. Those goals are as follows:

1. Foster economic growth in the District & surrounding region.
2. Foster distinct mixed use, industrial, and hospitality centers with a strong sense of place and character.
3. Ensure existing industrial uses can continue to operate as desired.
4. Integrate the edges of the District with the North Park Neighborhood, the Downtown Core, the Medical Corridor, and the University.
5. Provide a variety of transportation connections and choices throughout the District and surrounding areas.
6. Encourage environmental consciousness, green development, clean technology, and healthy living.
7. Make development decisions predictable, fair, and cost effective.

FINANCIAL IMPACT

There should be no financial impact to the city from adoption of this amendment to the Site Development code.

RECOMMENDATION

The Planning Division recommends the City Council conduct a public hearing and approve the amendment to Section 6-1203 and remove the off-street minimum parking space requirements from the East Billings Parking Overlay district.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [EBURD Sec. 6-1203 Ordinance](#)

ORDINANCE NO. 10-\_\_\_\_\_

AN ORDINANCE AMENDING THE BILLINGS CITY  
CODE BY AMENDING SECTION 6-1203 TO  
PROVIDE EXEMPTION OF OFF-STREET PARKING  
MINIMUM STANDARDS WITHIN THE EAST  
BILLINGS PARKING OVERLAY DISTRICT

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

**Section 1.** Amend Sec 6-1203 of the Billings Municipal Code, as follows:

Section 6-1203 (g) Central Business District. The table of minimum standards contained in subsection (j) of this section do not apply to that portion of the city zoned central business district or to the East Billings Parking Overlay District as defined in Section 27-1460, except as specifically provided in this section.

**Section 2.** Effective Date. This ordinance shall be effective May 12, 2010.

**Section 3.** Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 22<sup>nd</sup> day of March, 2010.

PASSED, ADOPTED and APPROVED on second reading this 12th day of April, 2010.

CITY OF BILLINGS

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

Thomas W. Hanel, Mayor

ATTEST:

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

Cari Martin, City Clerk

Date: 04/12/2010

TITLE: Amendment to Sec. 24-451 and add new Sec. 24-480 & 24-490 - EBURD Parking Overlay District - 2nd reading

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

**PROBLEM/ISSUE STATEMENT**

This is a companion code amendment to accomplish the parking management goals for the East Billings Urban Renewal District (EBURD). These goals and strategies have been prepared and recommended by Nelson/Nygaard Associates, the consultant firm working with the City on this project. The Zoning Commission has conducted a public hearing on the proposed parking overlay district and zoning code amendments. The Zoning Commission also received a draft of this companion code amendment. The City Council conducted a public hearing on March 22, 2010 and approved the code amendment on 1st reading.

**ALTERNATIVES ANALYZED**

The consultant and Steering Committee reviewed the options available to better manage parking within the EBURD district. The current parking code is a disincentive to reinvestment in the district. This amendment is considered a key element of the three proposed code amendments that will achieve several goals of the EBURD Master Plan approved in July 2009. Those goals are as follows:

1. Foster economic growth in the District & surrounding region.
2. Foster distinct mixed use, industrial, and hospitality centers with a strong sense of place and character.
3. Ensure existing industrial uses can continue to operate as desired.
4. Integrate the edges of the District with the North Park Neighborhood, the Downtown Core, the Medical Corridor, and the University.
5. Provide a variety of transportation connections and choices throughout the District and surrounding areas.
6. Encourage environmental consciousness, green development, clean technology, and healthy living.
7. Make development decisions predictable, fair, and cost effective.

**FINANCIAL IMPACT**

There will be a financial impact on the City's Parking Division if future development in the district requires implementation of a Permit Parking district or installation of parking meters and signage to manage the demand for on-street parking. However, it is expected that revenues from any new districts or parking meter systems will help to off-set the costs of implementation and management.

This amendment does not require the city to survey on-street parking vacancy within the district. The city may initiate an on-street parking survey on an as needed basis. The estimated inventory of on-street parking spaces is 1,950 (parrallel parking) and 6,600 off-street parking spaces. Supply of parking in the district exceeds demand at this time.

**RECOMMENDATION**

The Planning Division recommends the City Council approve the amendment to Section 24-451 Parking Meters and Zones, and approve the addition of two new sections 24-480 Permit Parking Districts and 24-490 East Billings Parking Overlay District.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Link: [EBURD Amendment Sec. 24-400 Ordinance](#)

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ORDINANCE NO. 10-\_\_\_\_\_

AN ORDINANCE AMENDING THE BILLINGS CITY CODE BY AMENDING 24-400 - DIVISION 4 - PARKING METERS AND ZONES BY REVISING SECTIONS 24-451, 24-452, 24-454, 24-456, 24-462 AND BY ADDING NEW SECTIONS 24-480- USE OF REVENUE FROM PARKING PERMIT SALES WITHIN PARKING PERMIT DISTRICTS and 24-490, 24-491, and 24-492 – EAST BILLINGS PARKING OVERLAY DISTRICT

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY BILLINGS THAT:

**Section 1.** That sections 24-451, 24-452, 24-454, 24-456, and 24-462 of the Billings Montana City Code are amended so that such sections shall read as follows:

**Sec. 24-451. Definitions.**

Whenever in this division the following terms are used, they shall have the meanings respectively ascribed to them in this section:

*City administrator* means the city administrator or his designee.

*City lot* means any city owned or regulated off-street parking lot which is controlled with parking meters or with monthly or hourly parking fees.

*City parking space* means a metered or non-metered place for the parking of a vehicle in any city lot, parking meter zone, parking garage or on the city streets, public property or public right-of-way.

*Parking garage* means any parking structure owned by the city and operated wholly or in part for the benefit of the public.

*Parking meter zones* means city lots, parking permit districts, and portions of streets described and established by the city as zones within which the parking of vehicles shall be controlled, regulated and inspected with the aid of timing devices or meters, herein referred to as parking meters or meters.

*Parking permit district* means an area designated by ordinance to regulate the parking of vehicles in city parking spaces through issuance of permits to occupy such spaces within the district.

*Roadway* means portions of a street between the regularly established curb lines.

*Sidewalk* means portions of a street between the curb lines and the adjacent property lines.

*Street* means every way set apart for public travel except alleyways, bridle paths and footpaths.

*Vehicle* means a conveyance propelled by motor power.

**Sec. 24-452. Establishment.**

(a) Parking meters shall be established upon such streets and avenues and in such parking lots as the city council from time to time shall designate and pursuant to such designation the city administrator shall install parking meters. The city council may

designate parking lots by entering into agreements with the owner of the lots or by resolution.

(b) Parking permit districts may be established by ordinance. The establishment of a parking permit district may include restrictions for parking on specific days or weeks during the year. The City Council must make the following findings prior to establishment of the zone:

(1) Seventy-five percent (75%) or more of the capacity available for on-street parking and public off-street parking on six contiguous blocks (and/or 12 block faces) in such proposed district is generally occupied at the hour and day of peak observed demand;

(2) Over thirty-five percent (35%) of the vehicles parked on-street and in public off-street parking facilities in the area at the hour and day of peak observed demand are not owned by property owners, commercial lessees or residents of the designated area;

(3) That limiting the parking of vehicles along the public streets will provide ample motor vehicle parking for property owners, commercial lessees or residents of the area; and

(4) Creation of a parking permit area will promote tranquility between commuters and residents, increase pedestrian safety and reduce traffic hazards.

(c) An ordinance designating an area of the city as a permit parking district shall describe the following;

(1) The designated on-street parking and off-street public parking area where parking will be limited to permit holders;

(2) Hours of each day and days of each week the parking permit regulations shall be in effect;

(3) The individuals eligible to purchase a permit;

(4) Effective dates of annual permits;

(5) Any special provisions or exceptions applicable to schools, churches, businesses, commercial lessees, public park use, etc. within the district; and

(6) Visitor permits or special gathering provisions for the area.

(d) Peak-hour parking occupancy within a proposed parking permit district shall be determined by a parking occupancy survey of all public on-street and off-street parking facilities within the proposed district and shall be conducted by the City prior to establishment of the District and after that, on an as needed basis as determined by the City Administrator. These parking occupancy surveys shall be conducted during at least three days within a fourteen day period, including the days and times that the parking problem is alleged to exist.

(e) Within each parking permit district, the City administrator shall set the supply, rates and rules for distribution of permits, and the time limits or other restrictions applicable to non-permit holders as deemed necessary to achieve a target occupancy of eighty-five percent (85%) for on-street parking and ninety-percent (90%) for public off-street parking facilities, at the hour and day of the week of peak observed demand for parking in the District.

(f) The City administrator may expand or reduce boundaries of an existing parking permit district by two (2) contiguous blocks or less, and/or adjust the supply, rates and rules for distribution of permits, and the time limits or other restrictions applicable to

non-permit holders, as deemed necessary to achieve a target occupancy of eighty-five percent (85%) for on-street parking and ninety-percent (90%) for public off-street parking facilities at the hour and day of the week of peak observed demand for parking in the district.

(g) The City Council may dissolve a parking permit district when it determines that dissolution best serves the public interest or meets at least one of the following criteria, including but not limited to:

1. Low permit sales in a district;
2. A small number of blocks with parking permit district signs; or
3. The absence of the original traffic generator.

If approved by the City Council, the district would be dissolved at the beginning of a new permit cycle.

#### **Sec. 24-454. Space designations.**

(a) The city administrator shall place lines or marks on the curb or on the street to designate the parking space to be used, and each shall park within the lines or markings so established. It is unlawful to park any vehicle across any such line or mark or to park such vehicle in such a way that the same is not within the area so designated by such lines or markings.

(b) Signs shall be erected along the streets, city parking spaces, and in any off-street public parking area within the parking permit district prior to any enforcement of the parking permit regulation. The parking signs erected shall give notice of the general nature of the parking limitation and shall indicate the hours and days when such parking limitations shall be in effect.

#### **Sec. 24-456. Violations--Designated.**

(a) It is unlawful and a violation of the provisions of this division for any person to:

- (1) Leave a vehicle parked at an expired meter between the times of 8:00 a.m. and 5:00 p.m., weekdays;
- (2) Deposit or cause to be deposited in a parking meter a coin for the purpose of increasing or extending the parking time of any vehicle beyond the legal maximum parking time which has been established for the parking space;
- (3) Park or cause to be parked in any parking meter zone or parking garage a vehicle which does not display a valid and current license plate as required by state law;
- (4) Park or cause to be parked in any parking garage a vehicle which does not have a valid permit paid for within the first ten (10) days of the month. Said valid permit designates rental of the use of a space for parking for one month. Payment of parking fees upon exit from the parking garage shall also constitute a valid permit.

(b) Each meter shall show on its face the maximum parking time allowed per each deposit of coins. When any person violates any of the terms of this division, and such violation continues longer than the maximum time as shown on the face of the meter, then such period of time constitutes a separate violation.

(5) Park or cause to be parked a vehicle on any street, city parking space, or off-street public parking area designated a permit only parking area during the hours and on the

days set forth in an ordinance adopted by the City Council except in the following circumstances:

- (1) Those vehicles displaying a valid parking permit or a temporary visitor's permit for the area; or
- (2) An emergency vehicle including but not limited to an ambulance, fire engine or police vehicle; or
- (3) A clearly marked business vehicle which is under the control of a person providing a service to persons or property located in the designated permit only parking area including but not limited to a delivery vehicle.

**Sec. 24-461. Reserved.**

**Sec. 24-462. Parking in city lots.**

There is established a parking meter zone for all city controlled and established metered parking lots subject to the following conditions:

- (1) This division shall be applicable to parking meters and parking upon the established city parking lots; provided, however, that parking meters upon the parking lots shall be in operation and subject to the payment of fees for parking privileges during the full twenty-four (24) hours of each and every day.
- (2) Except as herein otherwise provided, all provisions of this division now in effect shall apply to the parking of automobiles or other motor vehicles upon city controlled and operated parking lots.
- (3) City-controlled parking lots within a permit parking district shall be subject to the issuance of permits as set forth in the ordinance adopting such district.

**Section 2. That the Billings, Montana City Code is amended to add a new section to be numbered 24-480, which shall read as follows:**

**Sec. 24-480 –USE OF REVENUE FROM PARKING PERMIT SALES WITHIN PARKING PERMIT DISTRICTS:**

A. Revenues generated from the sale of permits for on-street and public off-street parking within any parking permit district established by the City Council shall be accounted for separately from other City funds and may be used only for the following purposes within or for the benefit of the district wherein the revenues were collected:

1. All expenses of administration of the parking permit program.
2. All expenses of installation, operation and control of parking equipment and facilities within or designed to serve the parking permit district.
3. All expenses for the control of traffic (including pedestrian, bicyclist and motor vehicle safety, comfort and convenience), which may affect or be affected by the parking of vehicles in the district, including the enforcement of traffic regulations as to such traffic.
4. All expenses for alternative transportation and transportation demand management programs and services that help reduce parking demand and alleviate traffic congestion within the district.

5. All expenses for streetscape enhancements including the installation of curbs and gutters, provision of lighting, benches, and other improvements that enhance the comfort and convenience of pedestrians.

6. Such other expenditures within or for the benefit of the District as the City Council may, by resolution, determine to be legal and appropriate.

**Section 3. That the Billings, Montana City Code is amended to add a new Division 6 in Article 24-400 to read as follows:**

**Sec. 24-490. EAST BILLINGS PARKING OVERLAY DISTRICT**

The East Billings Parking Overlay District provides alternative off-street parking standards as set out in Chapter 27 to encourage the development and re-development of property. Parking management within the District may be established as set out in this Division.

**24-491. Parking management**

To manage the use and occupancy of city parking spaces for the public benefit in all areas within the East Billings Parking Overlay District, the following standards, policies and criteria shall apply.

(a) To accomplish the goal of managing the supply of parking and to make it reasonably available when and where needed, target occupancy rates of eighty-five percent (85%) for on-street parking and ninety percent (90%) for public off-street parking are hereby established.

(b) The City may survey the occupancy of all on-street and public off-street parking areas in the East Billings Parking Overlay District on an as needed basis. These parking occupancy surveys shall be conducted during at least three days within a fourteen-day period.

(c) Peak parking occupancy for each block face and each off-street parking facility shall be defined as the day and hour of the survey with the highest observed occupancy during the days and times surveyed.

(d) If the surveys indicate such measures are necessary to achieve the target occupancy rates established in Section 24-490(a), the City administrator may take the following actions:

(1) Propose the establishment of a new parking permit district or annexation of the area to an existing parking permit district pursuant to Sec. 24-452;

(2) Establish a means of charging for use on an hourly basis for all public on-street parking spaces and off-street parking facilities;

(3) Install signs indicating on-street parking spaces are time limited;

(4) Or any combination of the above actions.

(e) The base parking rate within a permit parking district, in a public off-street parking facility, or for on-street parking spaces, and any adjustments to that rate shall become effective upon the adoption of such rates by the City administrator as set forth in 24-452. A current schedule of parking rates shall be available at the City Clerk's office.

(f) Based on survey results for each area with on-street regulated parking or for public off-street parking facilities for which an hourly or daily use fee is charged, the City administrator may adjust the rates up or down in twenty-five cent (\$0.25) intervals to

seek to achieve the on and off-street target occupancy rates established in Section 24-490(a).

**Sec. 24-492. Use of parking revenue.**

Revenues generated from on-street and public off-street parking within the East Billings Parking Overlay District Boundaries shall be accounted for separately from other City funds and may be used only for the following purposes within or for the benefit of the District:

(a) All expenses of administration of the parking program.

(b) All expenses of installation, operation and control of parking equipment and facilities within or designed to serve city parking spaces within the East Billings Parking Overlay District.

(c) All expenses for the control of traffic (including pedestrian, bicyclist, and motor vehicle safety, comfort and convenience), which may affect or be affected by the parking of vehicles in the East Billings Parking Overlay District, including the enforcement of traffic regulations as to such traffic.

(d) All expenses for alternative transportation and transportation demand management programs and services that help reduce parking demand and alleviate traffic congestion within the District.

(e) All expenses for streetscape enhancements including the installation of curbs and gutters, lighting, benches, and other improvements that enhance the comfort and convenience of pedestrians.

(f) Such other expenditures within or for the benefit of the Billings Parking Overlay District as the City Council may, by resolution, determine to be legal and appropriate.

**Section 4.** Effective Date. This ordinance shall be effective May 12, 2010.

**Section 5.** Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 22<sup>nd</sup> day of March, 2010.

PASSED, ADOPTED and APPROVED on second reading this 12th day of April, 2010.

CITY OF BILLINGS

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

Thomas W. Hanel, Mayor

ATTEST:

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

Cari Martin, City Clerk

Date: 04/12/2010

TITLE: Preliminary Major Plat of Lake Hills Subdivision, 32nd Filing

PRESENTED BY: Candi Beaudry

Planning & Community

Department: Services

Information

**PROBLEM/ISSUE STATEMENT**

On February 1, 2010, subdivider, Ron Hill, applied for preliminary major plat approval for Lake Hills Subdivision, 32nd Filing. The proposed subdivision re-plats 13 lots originally platted in the Lake Hills Subdivision, 15th and 16th Filings, into 21 lots. The subject property is located near the intersection of Clubhouse Way and Cherry Hills Road, at the north end of Lake Hills Subdivision in the Heights. The property is zoned Residential Multi-family (RMF), Residential-6000 (R-60), and Residential-9600 (R-96). One variance from the Subdivision Regulations has been requested. The Yellowstone County Board of Planning conducted a public hearing and forwarded a recommendation to City Council on March 23, 2010. The City Council will review the preliminary plat and approve, conditionally approve, or deny the proposed subdivision at the April 12, 2010, meeting. The representing agent is Sanderson Stewart.

**ALTERNATIVES ANALYZED**

State and City subdivision regulations require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated.

One of the purposes of the City's subdivision review process is to identify potentially negative effects of property subdivision. When negative effects are identified it is the subdivider's responsibility to mitigate those effects. Various City departments reviewed this application and provided input on effects and mitigation. The Planning Board develops and recommends conditions of approval that are based on departmental comments. The Findings of Fact, which are presented as Attachment D, discuss the potential negative impacts of the subdivision and conditions of approval are recommended as measures to further mitigate any impacts.

**FINANCIAL IMPACT**

Should the City Council approve the preliminary plat, the subject property may further develop, resulting in additional tax revenues for the City.

**BACKGROUND**

The proposed subdivision re-plats 13 lots originally platted in the Lake Hills Subdivision, 15th and 16th Filings, into 21 lots. The subject properties are bordered on the east by single-family houses and the Lake Hills Golf Course, on the north and west by platted vacant lots, and on the south by multifamily dwellings. The completion of these roads at this location will be an important first connection between the properties on the east side of Lake Hills Subdivision with those on the west.

General location: Near the intersection of Clubhouse Way and Cherry Hills Road, in the Lake Hills Subdivision.

Legal Description: Lot 13, Block 16, Lots 25 & 26, Block 45, and Lots 12 & 13, Block 46 of Lake Hills Subdivision, 15th Filing; Lots 3, 4, & 5, Block 15, and Lots 14, 15, 19 & 20, Block 16, Lake Hills Subdivision, 16th Filing, and Lot 16-A of Amended Lots 5, 7, & 16, Block 16 of Lake Hills Subdivision, 16th Filing located in the NW ¼, Section 16, T1N, R26E

Subdivider/Owner: Ron Hill, Specialized Construction, Inc.

Engineer and Surveyor: Sanderson Stewart  
Existing Zoning: RMF, R-60, R-96  
Existing land use: Platted vacant lots  
Proposed land use: Single-family residential  
Gross and Net area: 4.715 acres  
Proposed number of lots: 21  
Lot size: Max: 12,408 square feet  
Min.: 7,225 square feet  
Parkland requirements: Parkland dedication was previously met.

#### VARIANCE REQUESTED

Variance from Section 23.406.B.13 of the City Subdivision Regulations, to allow for standard curb-style sidewalks in lieu of boulevard sidewalks. See Attachment B for further analysis and discussion.

#### STAKEHOLDERS

At its March 23, 2010, meeting, the Planning Board held a public hearing to gather public input on the proposal. Certified letters were sent to adjacent property owners regarding the hearing and a legal notice also advertised the public hearing. Three adjacent property owners provided testimony on the proposed subdivision. One of the owners, who was also the developer's marketing agent, expressed support for the proposal, stating that reducing the lot size while following the existing zoning will help respond to the markets' desire for smaller lots. He indicated that the homes that are proposed to be built would be similar in size and quality to the single-family homes already in the area. Two other adjacent property owners spoke in opposition to the proposal. They were concerned that the creation of smaller lots adjacent to theirs would negatively affect the property values in the neighborhood.

The Planning Board discussed the public comments, specifically that while the proposed subdivision reduced some of the lot sizes in the neighborhood, the new lots would be in compliance with the zoning regulations. The Board also briefly reviewed its discussion from the plat review meeting on March 9 regarding the variance request to allow curb walk instead of boulevard sidewalk in the subdivision.

#### CONSISTENCY WITH ADOPTED POLICIES OR PLANS

Consistency with the 2008 Growth Policy, the Heights Neighborhood Plan, the Transportation Plan, and the Heritage Trail Plan is discussed within the Findings of Fact in Attachment D.

#### RECOMMENDATION

The Planning Board on a 10-0 vote recommends to the City Council conditional approval of the preliminary plat of Lake Hills Subdivision, 32nd Filing, and adoption of the Findings of Fact as presented in the staff report. The Planning Board on a 10-0 vote recommends that the City Council deny the requested variance from Section 23.406.B.13, BMCC.

#### APPROVED BY CITY ADMINISTRATOR

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#### Attachments

Link: [Preliminary Plat](#)

Link: [Variance Request](#)

Link: [Site Photos](#)

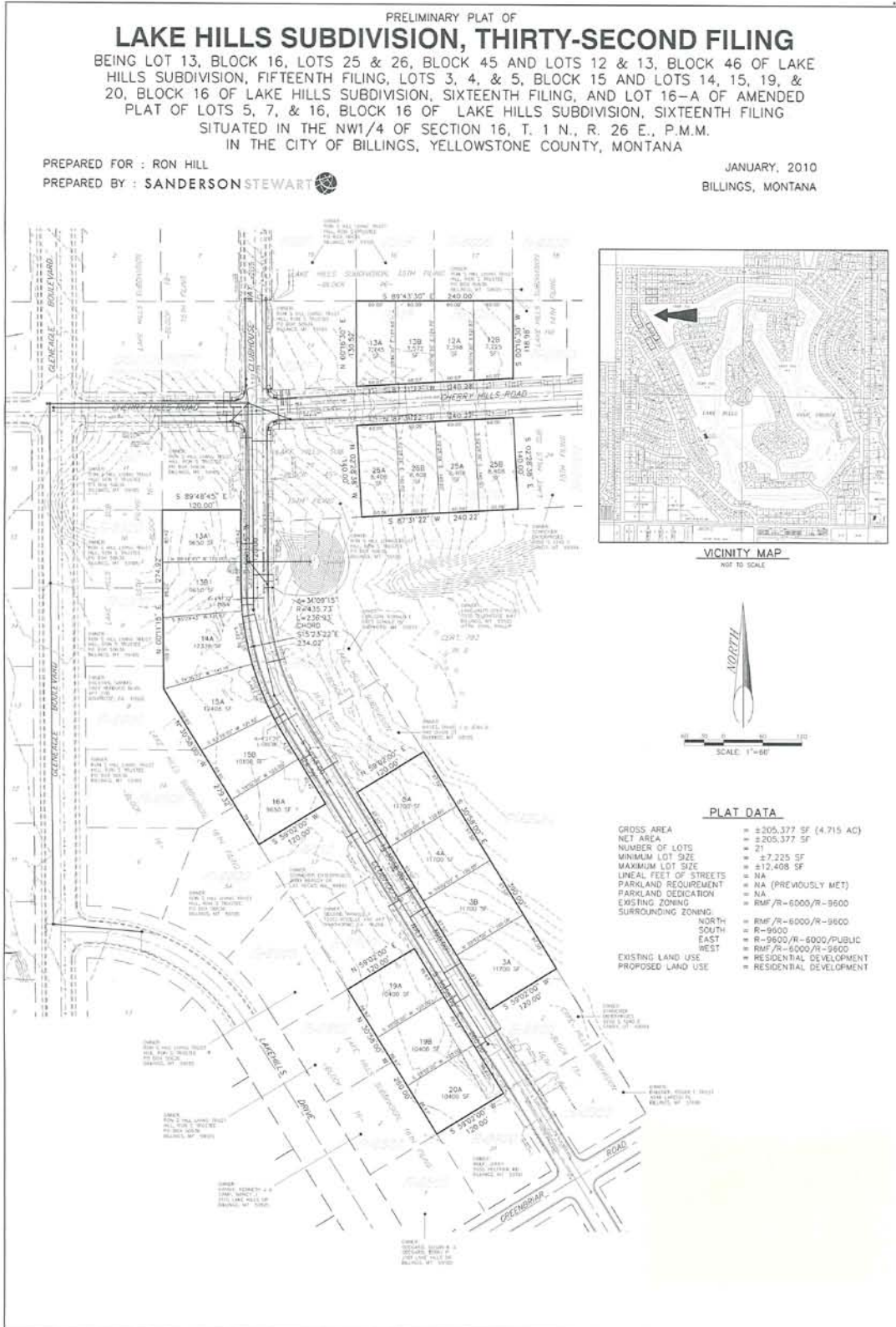
Link: [Findings of Fact](#)

Link: [Approval Letter](#)

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# ATTACHMENT A

## Preliminary Plat of Lake Hills Subdivision, 32<sup>nd</sup> Filing



**ATTACHMENT B**  
**Variance request and analysis**

Section 23-1101 of the City Subdivision Regulations states that the City Council may grant reasonable variances from the design and improvement standards of these regulations. In order to do so, the applicant must provide a written statement demonstrating that the request satisfies the following criteria.

Variance Review Criteria

1. The granting of the variance will not be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties.
2. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, an undue hardship to the owner would result if the strict letter of the regulation was enforced.
3. The variance will not result in an increase in tax payer burden.
4. The variance will not in any manner place the subdivision in nonconformance with any adopted zoning regulations.
5. The subdivider must prove that the alternative design is equally effective and the objectives of the improvements are satisfied.

## ATTACHMENT B: Variance request and analysis (Continued)

### Applicant's Written Statement

January 8, 2010

Ms. Juliet Spalding, AICP, Planner II  
City of Billings  
Planning and Community Services Department  
510 North Broadway, 4th Floor  
Billings, MT 59101

Reference: Variance Request  
Amended Lots 12 and 13, Block 46 and Lots 25 and 26, Block 45 of Lake Hills Subdivision,  
15th Filing; and Lots 3-5, Block 15 and Lots 13-16 and 19-20, Block 16, of Lake Hills  
Subdivision, 16th Filing  
Project No. 78165.91


Dear Juliet:

We are requesting a variance from the provisions of Section 23-406.B.13 of the City of Billings Subdivision Regulations requiring boulevard style sidewalks be installed on both sides of all streets. To be consistent with the neighboring filings of Lake Hills Subdivision, a variance to curb style sidewalk is being requested. The following information has been provided to address the variance request:

1. The variance would not be detrimental to the public health, safety, or general welfare, or injurious to other adjoining properties in any way.
2. Currently, the neighboring filings of Lake Hills Subdivision have installed curb style sidewalk. Having the owners of the above referenced lots install boulevard style sidewalks would be inconsistent with neighboring properties.
3. The variance would not result in an increase to taxpayers.
4. The variance would not place the subdivision in nonconformance with any zoning regulations or growth policies.
5. On a low volume residential street, curb style walk would provide adequate access without compromising pedestrian safety.

Please review the above information, and feel free to contact me if you have any questions.

Sincerely,



Kjersten Olson, PE, LEED AP  
Project Engineer

KO/tsc  
P:78165.91\_Spalding\_Variance\_Ltr\_010810

1300 North Transtech Way  
Billings, Montana 59102  
Phone 406.656.5255  
Fax 406.656.0967  
[www.sandersonstewart.com](http://www.sandersonstewart.com)

## ATTACHMENT B: Variance request and analysis (Continued)

### Staff Analysis of Variance Request

1. The granting of the variance will not be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties.  
*One of the purposes of boulevard sidewalks is to provide a safety barrier between traffic and pedestrians. Traffic levels may be greater at this location due to the potential for further multi-family housing, the resulting connection of these two deadend streets, and the future commercial node at the intersection of Cherry Hills and Clubhouse Way. Granting this variance may be detrimental to public safety due to increased traffic flow that may be experienced.*
2. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, an undue hardship to the owner would result if the strict letter of the regulation was enforced.  
*There are no physical conditions apparent with the subject property that would pose an undue hardship to the owner.*
3. The variance will not result in an increase in tax payer burden.  
*Granting this variance would not increase tax payer burden.*
4. The variance will not in any manner place the subdivision in nonconformance with any adopted zoning regulations.  
*Design standards for sidewalks are not regulated by zoning, so this variance would not be in violation of zoning.*
5. The subdivider must prove that the alternative design is equally effective and the objectives of the improvements are satisfied.  
*The subdivider has not adequately proven that a curb-style sidewalk is equally effective in providing a safety barrier from traffic, or providing for a place for snow removal and mailbox location. These are some of the objectives and benefits of boulevard sidewalks.*



For the above reasons, staff is recommending that the City Council deny the requested variance from Section 23.406.B.13, to allow curb-style sidewalks within the subdivision.

**ATTACHMENT C**  
**Photos of Site**



Figure 1: From existing terminus of Clubhouse Way, looking north toward future connection to Cherry Hills Drive.



Figure 2: Looking west on Cherry Hills Drive toward future connection with Clubhouse Way.



Figure 3: Looking east on Cherry Hills Drive at new housing under construction. Proposed housing will be similar.

**ATTACHMENT D**  
**Findings of Fact**

The Planning Board is forwarding the recommended Findings of Fact for the preliminary plat of Lake Hills Subdivision, 32<sup>nd</sup> Filing for review and approval by the City Council. These findings are based on the preliminary plat application and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the City of Billings Subdivision Regulations.

**A. What are the effects on agriculture, local services, the natural environment, wildlife and wildlife habitat and public health, safety and welfare? [MCA 76-3-608 (3) (a) and BMCC 23-304 (c) (1)]**

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

The subject property is located in the City limits and has been slated for residential development since it was originally platted in 1958. It should not have a negative effect on the agricultural industry.

The BBWA irrigation ditch is located approximately ½ mile northeast of the property. This subdivision does not contain any ditches or water shares, and therefore will not have an effect on agricultural water user facilities.

**2. Effect on local services**

- a. **Utilities** – Water services are provided by the County Water District of Billings Heights. An 8-inch water main exists within Cherry Hills Road and Clubhouse Way. The developer will install new water services to all of the lots. The improvements will be funded by Special Improvement District (SID) #1389 and are subject to the review and approval of the water district during the time of construction. As proposed, the Heights Water District finds that the proposed services are acceptable.

Sanitary sewer service will be provided by connecting to the existing 8-inch sewer main in Cherry Hills Road. The subdivider will install an 8-inch sewer main in Clubhouse Way and individual services will be provided for each lot. The improvements will be funded by SID #1389. As proposed, the City of Billings Public Works Distribution and Collection Division finds the proposed sewer main extension to be acceptable.

MDU will provide gas services, and Yellowstone Valley Electric Cooperative and NorthWestern Energy will provide electric services to the subdivision. Easements have been shown on the face of the plat that are acceptable to these utility providers.

- b. **Storm water** – The City commissioned a storm water management feasibility study approximately four years ago in order to decipher how to best manage the storm water in the greater Lake Hills area. The resultant plan that was adopted by City Council establishes a series of detention ponds on the golf course connected by channels which are eventually pumped down to a main pond at the southeastern area of the golf course. This main pond is then used for irrigation of the golf course. For this particular

subdivision and the surrounding lots, a retention pond to the east of Clubhouse shall be created under SID #1389. This and all other drainage improvements shall satisfy the criteria set forth by the *City of Billings Stormwater Management Manual* and will be subject to review and approval by the Engineering Department.

- c. **Solid waste** – The City of Billings will provide solid waste collection and disposal. The City’s landfill has adequate capacity for this waste.
- d. **Streets** – The proposed subdivision fronts Cherry Hills Road and Clubhouse Way, which are both local residential streets. As platted, Cherry Hills has a 60-foot wide dedicated right-of-way and the subdivider has proposed to construct 37-foot wide back-of-curb to back-of-curb paved streets with standard curb, gutter and curb-style sidewalk. Clubhouse Way has a 50-foot wide dedicated right-of-way and the subdivider has proposed to construct a street to the same standard as Cherry Hills. The City Subdivision Regulations, as amended in 2006, require boulevard-style sidewalks to provide streetscape and safety enhancements within subdivisions. The subdivider has requested a variance from the boulevard requirement, and proposes curb-style walks to match the existing sidewalks in the immediate area. Further discussion regarding this requested variance is found in Attachment B. City Engineering has reviewed the variance proposal and finds it acceptable. Planning staff, however, does not find that the variance request is justified and is recommending denial.
- e. **Emergency services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The nearest fire station is located at 1601 St. Andrews Drive (Station #6). The subdivision is located within the ambulance service area of American Medical Response (AMR).
- f. **Schools** –School District #2 provides educational services to elementary through high school students. Sandstone Elementary School, Castle Rock Middle School, and Skyview High School will serve the children in this subdivision. Responses from these schools were not received at the time this report was written.
- g. **Parks and Recreation** – Parkland dedication requirements for this subdivision were met when this subdivision was originally platted in 1958.
- h. **Mail Delivery** - The United States Postal Service will provide postal service to the subdivision and serves the area with individual mail boxes at each property.

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

The subject property has been planned for urban development since its original platting in 1958. A geotechnical evaluation was done for the subject area in October of 2007, to investigate soil, rock, and groundwater conditions and provide recommendations to support design and construction of foundation and drainage elements. The study indicated that the lots are characterized by a veneer of fine-grained colluvial soil and relatively shallow sandstone and shale bedrock. “Foundation problems in the vicinity of the project are almost without exception related to the introduction of water to dry collapsible soils or expansive bedrock below footings

or slabs” (page 1). These characteristics necessitate footings to be placed on the sandstone bedrock below frost level, or if above that level, sub-grade improvements as recommended by a structural engineer should be followed. These recommendations are noted in the ‘Conditions that Run with the Land’ section of the SIA to forewarn future homeowners and builders. If these recommendations are followed, the re-platting of these lots should have minimal effects on the natural environment.

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

There are no known endangered or threatened species on the property. There is a note in the SIA that warns future lot owners of the presence of deer and antelope in the area, which may cause damage to their landscaping. This subdivision should have a minimal effect on wildlife and wildlife habitat, as it is in an urbanized area.

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

The subdivision is located in an area with no known natural hazards.

#### **B. Was an Environmental Assessment required? [(MCA 76-3-603 and BMCC 23-304 (c) (1)]**

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

#### **C. Does the subdivision conform to the Yellowstone County-City of Billings 2008 Growth Policy, the Urban Area 2005 Transportation Plan Update and the Heritage Trail Plan? [BMCC 23-304 (c) (3)]**

##### **1. Yellowstone County-City of Billings 2008 Growth Policy**

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

- a. Goal: More housing and business choices within each neighborhood (p. 6).
- b. Goal: New developments that are sensitive to and compatible with the character of adjacent City neighborhoods and County townsites (p. 6).
- c. Goal: Contiguous development focused in and around existing population centers separated by open space (p. 6).
- d. Goal: A safe and efficient transportation system characterized by convenient connections and steady traffic flow (p. 11).

##### **2. Urban Area 2005 Transportation Plan Update**

The proposed subdivision adheres to the goals and objectives of the 2005 Transportation Plan Update and preserves the street network and street hierarchy specified in the plan.

### **3. Heritage Trail Plan**

The proposed subdivision lies within the jurisdiction of the Heritage Trail Plan. No trail corridors are identified on the plan within this subdivision.

#### **D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608 (3) (b) and BMCC 23-304 (c) (4)]**

The proposed subdivision satisfies the requirements of the Montana Subdivision and Platting Act and, with one exception, conforms to the design standards specified in the local subdivision regulations. A variance has been requested for curb-style sidewalks. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local and state subdivision regulations.

#### **E. Does the subdivision conform to sanitary requirements? [BMCC 23-304 (c) (5)]**

The subdivision will utilize Heights Water District water, and the City's sanitary sewer, and solid waste collection and disposal services. All services are approved and regulated by state and federal authorities.

#### **F. Does the proposed subdivision conform to all requirements of the zoning in effect? [BMCC 23-304 (c) (6)]**

The subject property is located within the RMF, R-60 and R-96 zoning districts and shall comply with the standards set forth in Section 27-308, BMCC.

#### **G. Does the proposed plat provide easements for the location and installation of any utilities? [MCA 76-3-608 (3) (c) and BMCC 23-304 9 (c) (7)]**

The subdivider has provided utility easements as requested by MDU, NWE, and YVEC on the face of the plat.

#### **H. Does the proposed plat provide legal and physical access to each parcel within the subdivision and notation of that access on the plat? [MCA 76-3-608 (3) (d) and BMCC 23-304 9 (c) (8)]**

Legal and physical access is provided to the proposed lots from Cherry Hills Road and Clubhouse Way.

### **CONCLUSIONS OF FINDING OF FACT**

- The preliminary plat of Lake Hills Subdivision, 32<sup>nd</sup> Filing does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to several goals and policies of the 2008 Growth Policy Update and does not conflict with the Transportation or Heritage Trail Plans.

- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

Approved by the Billings City Council, April 12, 2010.

---

Thomas W. Hanel, Mayor

**ATTACHMENT E**  
Mayor's Approval Letter

April 13, 2010

Ron S. Hill  
Specialized Construction  
P.O. Box 50636  
Billings, MT 59105

Dear Mr. Hill:

On April 12, 2010, the Billings City Council conditionally approved the preliminary plat of Lake Hills Subdivision, 32<sup>nd</sup> Filing. The conditions of approval are as follows:

1. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
2. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

At the same meeting, the City Council denied your variance request from Section 23.406.B.13, BMCC, to allow curb-style sidewalks in lieu of boulevard-style sidewalks.

Should you have questions please contact Juliet Spalding with the Planning Division at 247-8684 or by email at [spaldingj@ci.billings.mt.us](mailto:spaldingj@ci.billings.mt.us).

Sincerely,

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Thomas W. Hanel, Mayor

Pc: Kjersten Olson, Sanderson Stewart

**Regular City Council Meeting**

**Consent : 1.V.1.**

**Date: 04/12/2010**

**TITLE: Payment of Claims March 5, 2010.**

Pat M. Weber, Financial  
**PRESENTED BY:** Services Manager

**Department:** City Hall Administration

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**Information**

**PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$1,982,579.54 have been audited and are presented for your approval for payment. A complete listing of the claims dated March 5, 2010, is available in the Finance Department.

**ALTERNATIVES ANALYZED**

The Council may:

- Approve the payment of claims; or
- Not approve the payment of claims.

**FINANCIAL IMPACT**

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

**RECOMMENDATION**

Staff recommends that Council approve Payment of Claims.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Link: [List of claims greater than \\$2500.](#)

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CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
03/05/2010	729938	A & I DISTRIBUTORS	16			12,690.00	
601-0000-141.00-00	02/01/2010	MP	1885775		08/2010	4,384.71	
150-2112-421.23-20	02/01/2010	MP	1885775	271384	08/2010	27.65	
211-3132-433.23-20	02/01/2010	MP	1885775	271384	08/2010	27.65	
541-3122-435.23-20	02/01/2010	MP	1885775	271384	08/2010	27.12	
541-3123-435.23-10	02/04/2010	OIL SW MINUS DRUM COST	1886907	271384	08/2010	1,372.38	
561-7113-711.23-10	02/09/2010	NONSTOCKING ITEMS-P.U.D.	1886906	271384	08/2010	812.76	
561-7113-711.23-10	02/09/2010	NONSTOCKING ITEMS-P.U.D.	1887468	271384	08/2010	1,386.00	
601-0000-141.00-00	02/12/2010	MP	1889021		08/2010	2,488.21	
601-0000-141.00-00	02/12/2010	MP	1889021		08/2010	125.20	
601-1553-481.26-50	02/12/2010	MP	1889021	271384	08/2010	.29-	
502-7400-603.24-50	02/19/2010	NONSTOCKING ITEMS-P.U.D.	1891636	271384	08/2010	180.76	
601-0000-141.00-00	02/23/2010	MP	1892003		08/2010	1,858.34	
601-1553-481.26-50	02/23/2010	MP	1892003	271384	08/2010	.49-	
03/05/2010	729939	A-1 LANDSCAPING & NURSERY	2			18,397.50	
295-6539-463.72-75	03/02/2010	MISC SERVICES	2811	272938	09/2010	300.00	
428-6590-465.36-60	03/02/2010	MISC SERVICES	2811	272938	09/2010	1,200.00	
521-1524-493.39-90	03/02/2010	SNOW REMOVAL	2826	272942	09/2010	2,837.50	
521-1591-493.39-90	03/02/2010	SNOW REMOVAL	2826	272942	09/2010	3,430.00	
521-1592-493.39-90	03/02/2010	SNOW REMOVAL	2826	272942	09/2010	3,770.00	
521-1593-493.39-90	03/02/2010	SNOW REMOVAL	2826	272942	09/2010	3,430.00	
521-1594-493.39-90	03/02/2010	SNOW REMOVAL	2826	272942	09/2010	3,430.00	
03/05/2010	729942	ACTIVE TRANSPORTATION ALTERNAT	20644			5,567.00	
240-4301-419.72-14	03/04/2010	TUSSING FEB 10	TUSSING FEB 10	273018	09/2010	5,567.00	
03/05/2010	729956	BEARTOOTH HARLEY DAVIDSON	12851			2,666.08	
150-2112-421.36-20	12/16/2009	MISC SERVICES	346601	273035	08/2010	783.80	
150-2112-421.36-20	12/16/2009	MISC SERVICES	346602	273035	08/2010	785.74	
150-2112-421.36-20	01/13/2010	MISC SERVICES	346603	273035	08/2010	1,096.54	
150-2112-421.36-20	01/13/2010	MISC SERVICES	346603-1	273035	08/2010	1,096.54	
150-2112-421.36-20	01/13/2010	MISC SERVICES	346603-CORR	273038	08/2010	1,096.54-	
03/05/2010	729960	BILLINGS BENCH WATER ASSN	404			6,482.13	
845-3186-431.93-10	03/03/2010	CONTRACT SERVICES	SETTLEMENT	272925	09/2010	6,482.13	
03/05/2010	729973	BROWN AND CALDWELL	18626			21,548.10	
503-7491-603.93-90	03/03/2010	WO0816 SCADA REPLCMT	10	265225	09/2010	21,548.10	
03/05/2010	729980	CCSIU	18082			3,032.75	
718-2160-421.38-70	03/04/2010	MISC SERVICES	9181-9206	273029	09/2010	3,032.75	
03/05/2010	729989	COUNTY WATER DISTRICT OF	881			18,660.72	
150-2221-422.34-20	03/02/2010	FIRE6/WATER/12,210 GALS	16118-00 10FEB	267470	09/2010	39.13	
512-8500-625.34-20	03/02/2010	MISC SERVICES	1603500 FEB10	272962	09/2010	112.55	
805-1570-425.53-50	03/04/2010	MISC SERVICES	1321	273020	09/2010	18,509.04	
03/05/2010	729992	CSG SYSTEMS INC	20870			18,387.75	
502-7311-602.31-10	03/02/2010	MISC SERVICES	63170	272241	09/2010	6,781.41	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
502-7311-602.31-11	03/02/2010	MISC SERVICES	63170	272241	09/2010	2,412.47	
512-8311-622.31-10	03/02/2010	MISC SERVICES	63170	272241	09/2010	6,781.40	
512-8311-622.31-11	03/02/2010	MISC SERVICES	63170	272241	09/2010	2,412.47	
03/05/2010	729996	DANA KEPNER CO	958			11,073.35	
503-7591-609.93-40	03/02/2010	MISC SERVICES	4034030.00	272971	09/2010	5,471.50	
503-7591-609.93-40	03/02/2010	MISC SERVICES	4034029.00	272972	09/2010	5,601.85	
03/05/2010	729997	DB SQUARED LLC	21034			13,500.00	
203-1513-466.35-47	03/04/2010	MISC SERVICES	21910	273017	09/2010	13,500.00	
03/05/2010	730010	ENGINEERING INC	1196			24,953.85	
503-7591-609.93-40	03/03/2010	WO0716 SHILOH RD CORRIDOR	30653 PYMT 13	252363	09/2010	18,715.39	
513-8591-625.93-40	03/03/2010	WO0716 SHILOH RD CORRIDOR	30653 PYMT 13	252363	09/2010	6,238.46	
03/05/2010	730024	GRAPHIC-IMPRINTS	17779			3,112.00	
10-5125-451.22-50	03/02/2010	HOODIES	18793	272908	09/2010	3,112.00	
03/05/2010	730025	GUARDIAN SECURITY INC	12486			5,259.50	
260-5512-455.35-74	03/04/2010	SECURITY SERVICES	995155	F10617	09/2010	5,259.50	
03/05/2010	730026	HACH COMPANY	1554			2,681.74	
512-8400-623.23-60	03/02/2010	MISC SERVICES	6588993	272969	09/2010	2,681.74	
03/05/2010	730031	HDR INC	1544			31,632.06	
502-7211-601.35-40	02/23/2010	DRINKING WATER SOURCE STD	176814-H	258046	08/2010	4,808.27	
840-3184-431.93-10	03/03/2010	WO0709 BLGS STRMWTR MASTR	28	251610	09/2010	516.61	
432-3110-431.93-10	03/03/2010	WO0722 KING AVE EAST	23	254108	09/2010	4,759.60	
513-8491-623.93-90	03/03/2010	WO0808 WWTP 2008 ELECTRIC	176811-H PMT 24	255506	09/2010	3,294.14	
503-7491-603.93-90	03/03/2010	WO0907 CHEM BLDG MCC	176817-H PMT 12	264913	09/2010	541.58	
513-8491-623.93-90	03/03/2010	WO0908 WWTP WTRLINE REPLC	177321-H PMT 8	266958	09/2010	17,711.86	
03/05/2010	730035	IBM CORPORATION	17251			3,810.00	
10-1414-414.94-80	03/03/2010	MISC SERVICES	6620755	272722	09/2010	3,810.00	
03/05/2010	730037	INTERFAITH HOSPITALITY NETWORK	18280			21,904.00	
271-6710-464.72-60	03/02/2010	MISC SERVICES	HF 5	272940	09/2010	21,904.00	
03/05/2010	730040	ISTATE TRUCK CENTER	17585			153,470.00	
541-3122-435.94-20	02/26/2010	ROLL OFF GARBAGE TRUCK	V251000652	267979	08/2010	153,470.00	
03/05/2010	730042	JACKS HEAVY EQUIPMENT INC	20743			775,976.12	
541-3122-435.94-20	02/25/2010	GARBAGE TRUCKS	13917	267980	08/2010	775,976.12	
03/05/2010	730044	JTL GROUP INC DBA KNIFE RIVER	2417			10,009.66	
211-3134-433.45-20	03/03/2010	ROAD/HIGHWAY MATERIAL	198263	272998	09/2010	7,872.74	
211-3134-433.45-20	03/03/2010	ROAD/HIGHWAY MATERIAL	198370	272998	09/2010	2,136.92	
03/05/2010	730045	KADRMAS LEE & JACKSON	14850			14,255.00	
503-7591-609.93-40	03/03/2010	WO0911 RIMROCK RD	7	268015	09/2010	2,206.63	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
840-3184-431.93-10	03/03/2010	WO0911 RIMROCK RD	7	268015	09/2010	3,451.46	
845-3186-431.93-10	03/03/2010	WO0911 RIMROCK RD	7	268015	09/2010	8,596.91	
03/05/2010	730066	MONTANA DAKOTA UTILITIES CO	2492			53,287.42	
502-7400-603.34-40	02/26/2010	PUD	07162021		08/2010	99.17	
502-7400-603.34-40	02/26/2010	PUD	07342023		08/2010	22.05	
502-7400-603.34-40	02/26/2010	PUD	07365822	50%	08/2010	51.29	
502-7400-603.34-40	02/26/2010	PUD	07365822	50%	08/2010	51.29	
561-7113-711.34-40	02/26/2010	AIRPORT	07385922		08/2010	2,363.59	
561-7112-711.34-40	02/26/2010	AIRPORT	07387221		08/2010	9,785.60	
561-7117-711.34-40	02/26/2010	AIRPORT	07388722		08/2010	1,373.35	
561-7117-711.34-40	02/26/2010	AIRPORT	07388824		08/2010	159.83	
512-8400-623.34-40	02/26/2010	PUD	07555321	25%	08/2010	3,400.31	
512-8400-623.34-40	02/26/2010	PUD	07555321	50%	08/2010	6,800.63	
512-8400-623.34-40	02/26/2010	PUD	07555321	25%	08/2010	3,400.31	
660-3110-431.34-40	02/26/2010		07585726	45%	08/2010	163.44	
670-3141-489.34-40	02/26/2010		07585726	55%	08/2010	199.76	
10-5127-451.34-40	02/26/2010	REC	07586821		08/2010	622.61	
650-1567-487.34-40	02/26/2010	FACILITIES	07610421		08/2010	3,185.30	
260-5512-455.34-40	02/26/2010	LIBRARY	07617521		08/2010	3,403.77	
521-1595-493.34-40	02/26/2010	PARK 1 LEASE	07624823		08/2010	51.16	
571-7143-713.34-40	02/26/2010	TRANSIT	07647023		08/2010	2,993.65	
150-2221-422.34-40	02/26/2010	FIRE	07676421		08/2010	1,746.35	
150-2221-422.34-40	02/26/2010	FIRE	07935121		08/2010	582.01	
541-3123-435.34-40	02/26/2010	SW	08073321		08/2010	1,222.78	
502-7400-603.34-40	02/26/2010	PUD	31753602		08/2010	79.77	
150-2171-441.34-40	02/26/2010	ANIMAL SHELTER	32062801		08/2010	1,301.52	
650-1566-487.34-40	02/26/2010	ADMIN BUILDING	32577402		08/2010	4,038.54	
650-1566-487.34-40	02/26/2010	EVIDENCE BUILDING	32629302		08/2010	395.50	
650-1566-487.34-40	02/26/2010	PDI	32708002		08/2010	1,035.02	
512-8500-625.34-40	02/26/2010	PUD	32739201		08/2010	22.77	
650-1566-487.34-40	02/26/2010	GARAGE	32781001		08/2010	3,993.04	
512-8500-625.34-40	02/26/2010	PUD LIFT STATION	33154101		08/2010	23.44	
521-1592-493.34-40	02/26/2010	PARK II	34941902		08/2010	26.85	
512-8500-625.34-40	02/26/2010	PUD	35059801		08/2010	22.77	
150-2221-422.34-40	02/26/2010	FIRE STATION #7	35322001		08/2010	645.01	
512-8500-625.34-40	02/26/2010	PUD LIFT STATION	36738301		08/2010	24.94	
03/05/2010	730073	MORRISON MAIERLE INC	2572			202,902.37	
205-3131-433.93-10	03/03/2010	WO0210 BENCH CONNECTION	5,6,& 7	265562	09/2010	202,902.37	
03/05/2010	730078	NEXTX COMMUNICATIONS INC	20952			2,785.00	
260-5518-455.36-90	03/02/2010	FIREWALL & MAINTENANCE AG	826	F10610	09/2010	2,785.00	
03/05/2010	730079	NORMONT EQUIPMENT COMPANY	2738			7,709.04	
211-3132-433.23-20	03/02/2010	MP	20020098	272982	09/2010	545.38	
211-3132-433.47-10	03/03/2010	ROAD AND HIGHWAY MATERIAL	20020060	272996	09/2010	1,366.07	
211-3132-433.47-10	03/03/2010	ROAD AND HIGHWAY MATERIAL	20020088	272996	09/2010	1,440.39	
211-3132-433.47-10	03/03/2010	ROAD AND HIGHWAY MATERIAL	20020118	272996	09/2010	1,441.97	
211-3132-433.47-10	03/03/2010	ROAD AND HIGHWAY MATERIAL	20020139	273004	09/2010	1,479.12	

PROGRAM: GM350L  
CITY OF BILLINGS

A/P CHECKS BY PERIOD AND YEAR  
MINIMUM AMOUNT: 2,500.00  
FROM 03/05/2010 TO 03/05/2010

BANK CODE 00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
211-3132-433.47-10	03/03/2010	ROAD AND HIGHWAY MATERIAL	20020160	273004	09/2010	1,436.11	
03/05/2010	730086	NORTHWESTERN ENERGY	15771			182,531.52	
502-7400-603.34-10	02/18/2010	MISC SERVICES	01004852 FEB10	272681	08/2010	734.85	
512-8400-623.34-10	02/18/2010	MISC SERVICES	01005917 FEB10	272681	08/2010	41,675.28	
502-7314-602.34-10	02/18/2010	MISC SERVICES	01006063 FEB10	272681	08/2010	1,687.41	
502-7400-603.34-10	02/18/2010	MISC SERVICES	01006063 FEB10	272681	08/2010	50,622.59	
502-7400-603.34-10	02/18/2010	MISC SERVICES	01006063 FEB10	272681	08/2010	13,499.36	
512-8314-622.34-10	02/18/2010	MISC SERVICES	01006063 FEB10	272681	08/2010	1,687.42	
650-1567-487.34-10	02/26/2010	FACILITIES MANAGEMENT	01005073		08/2010	6,574.14	
561-7117-711.34-10	02/26/2010	NW AVIATION/TRAN	07127921		08/2010	362.90	
561-7117-711.34-10	02/26/2010	NW AVIATION/TRAN	07127996		08/2010	34.18	
561-7117-711.34-10	02/26/2010	NW AVIATION/TRAN	07128002		08/2010	1,142.20	
561-7113-711.34-10	02/26/2010	NW AVIATION/TRAN	07128093		08/2010	7.25	
561-7117-711.34-10	02/26/2010	NW AVIATION/TRAN	07128176		08/2010	283.20	
561-7113-711.34-10	02/26/2010	NW AVIATION/TRAN	07196165		08/2010	51.80	
521-1592-493.34-10	02/26/2010	NW FINANCE	07208341		08/2010	5,058.13	
607-2235-486.34-10	02/26/2010	NW FIRE	07215809		08/2010	178.29	
10-5112-452.34-10	02/26/2010	NW PARK/REC/PL	07222375		08/2010	8.11	
10-5112-452.34-10	02/26/2010	NW PARK/REC/PL	07222474		08/2010	7.25	
10-5112-452.34-10	02/26/2010	NW PARK/REC/PL	07222540		08/2010	.08	
10-5112-452.34-10	02/26/2010	NW PARK/REC/PL	07222557		08/2010	82.33	
10-5112-452.34-10	02/26/2010	NW PARK/REC/PL	07222573		08/2010	34.21	
10-5112-452.34-10	02/26/2010	NW PARK/REC/PL	07222607		08/2010	50.06	
10-5112-452.34-10	02/26/2010	NW PARK/REC/PL	07222664		08/2010	7.24	
10-5112-452.34-10	02/26/2010	NW PARK/REC/PL	07222698		08/2010	7.25	
10-5112-452.34-10	02/26/2010	NW PARK/REC/PL	07222920		08/2010	10.48	
10-5112-452.34-10	02/26/2010	NW PARK/REC/PL	07222938		08/2010	17.73	
10-5112-452.34-10	02/26/2010	NW PARK/REC/PL	07229057		08/2010	7.24	
10-5112-452.34-10	02/26/2010	NW PARK/REC/PL	07229339		08/2010	76.19	
10-5112-452.34-10	02/26/2010	NW PARK/REC/PL	07230352		08/2010	89.92	
10-5112-452.34-10	02/26/2010	NW PARK/REC/PL	07230360		08/2010	8.88	
10-5112-452.34-10	02/26/2010	NW PARK/REC/PL	07230378		08/2010	158.28	
10-5112-452.34-10	02/26/2010	NW PARK/REC/PL	07230428		08/2010	26.86	
10-5112-452.34-10	02/26/2010	NW PARK/REC/PL	07230444		08/2010	16.40	
10-5112-452.34-10	02/26/2010	NW PARK/REC/PL	07230550		08/2010	7.24	
10-5112-452.34-10	02/26/2010	NW PARK/REC/PL	07230568		08/2010	7.24	
10-5112-452.34-10	02/26/2010	NW PARK/REC/PL	07230576		08/2010	7.24	
10-5112-452.34-10	02/26/2010	NW PARK/REC/PL	07230584		08/2010	7.43	
10-5112-452.34-10	02/26/2010	NW PARK/REC/PL	07230907		08/2010	8.45	
10-5112-452.34-10	02/26/2010	NW PARK/REC/PL	07231624		08/2010	7.24	
10-5112-452.34-10	02/26/2010	NW PARK/REC/PL	07231707		08/2010	8.45	
10-5112-452.34-10	02/26/2010	NW PARK/REC/PL	07236441		08/2010	7.24	
10-5112-452.34-10	02/26/2010	NW PARK/REC/PL	07236458		08/2010	7.24	
211-3137-433.34-10	02/26/2010	NW PUBLIC WORKS	07240575		08/2010	134.88	
10-5112-452.34-10	02/26/2010	NW PARK/REC/PL	07894371		08/2010	17.57	
872-5198-452.34-10	02/26/2010	NW PARK/REC/PL	10590933		08/2010	98.53	
521-1595-493.34-10	02/26/2010	NW	13815279		08/2010	135.55	
10-5112-452.34-10	02/26/2010	NW	15220957		08/2010	230.72	
521-1592-493.34-10	02/26/2010	PARK 2 GARAGE	15942824		08/2010	2,000.35	

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
10-5127-451.34-10	03/02/2010	ELECTRIC CHARGES FOR BCC	0100506-5	272909	09/2010	1,316.17	
502-7400-603.34-10	03/02/2010	MISC SERVICES	01004787 FEB10	272977	09/2010	523.38	
502-7400-603.34-10	03/02/2010	MISC SERVICES	01005404 FEB10	272977	09/2010	2,080.51	
502-7400-603.34-10	03/02/2010	MISC SERVICES	01005404 FEB10	272977	09/2010	2,080.52	
561-7112-711.34-10	03/01/2010	0100482-9	030110	F10608	09/2010	32,277.65	
561-7113-711.34-10	03/05/2010	NW AVIATION/TRAN	07125339		09/2010	94.69	
561-7113-711.34-10	03/05/2010	NW AVIATION/TRAN	07125347		09/2010	13.83	
561-7113-711.34-10	03/05/2010	NW AVIATION/TRAN	07125354		09/2010	202.17	
10-5141-436.34-10	03/05/2010	NW PARK/REC/PL	07125396		09/2010	51.03	
561-7113-711.34-10	03/05/2010	NW AVIATION/TRAN	07127913		09/2010	34.46	
561-7113-711.34-10	03/05/2010	NW AVIATION/TRAN	07127954		09/2010	38.80	
561-7113-711.34-10	03/05/2010	NW AVIATION/TRAN	07127970		09/2010	27.95	
561-7117-711.34-10	03/05/2010	NW AVIATION/TRAN	07128051		09/2010	10.91	
561-7113-711.34-10	03/05/2010	NW AVIATION/TRAN	07128135		09/2010	7.25	
561-7113-711.34-10	03/05/2010	NW AVIATION/TRAN	07195431		09/2010	1,961.97	
561-7113-711.34-10	03/05/2010	NW AVIATION/TRAN	07197593		09/2010	33.59	
561-7113-711.34-10	03/05/2010	NW AVIATION/TRAN	07197601		09/2010	28.61	
561-7113-711.34-10	03/05/2010	NW AVIATION/TRAN	07197619		09/2010	39.00	
561-7113-711.34-10	03/05/2010	NW AVIATION/TRAN	07197627		09/2010	39.00	
561-7113-711.34-10	03/05/2010	NW AVIATION/TRAN	07202963		09/2010	29.56	
502-7400-603.34-10	03/05/2010	NW PUD-WATER TREAT	07222490		09/2010	2.48	
502-7400-603.34-10	03/05/2010	NW PUD-WATER TREAT	07222524		09/2010	280.73	
10-5112-452.34-10	03/05/2010	NW PARK/REC/PL	07222532		09/2010	14.50	
10-5112-452.34-10	03/05/2010	NW PARK/REC/PL	07222565		09/2010	183.94	
10-5112-452.34-10	03/05/2010	NW PARK/REC/PL	07222581		09/2010	1.54	
10-5112-452.34-10	03/05/2010	NW PARK/REC/PL	07222599		09/2010	14.63	
502-7400-603.34-10	03/05/2010	NW PUD-WATER TREAT	07222706		09/2010	1,777.64	
10-5112-452.34-10	03/05/2010	NW PARK/REC/PL	07222722	50%	09/2010	8.26	
872-5198-452.34-10	03/05/2010	NW PARK/REC/PL	07222722	50%	09/2010	5.51	
10-5112-452.34-10	03/05/2010	NW PARK/REC/PL	07222730		09/2010	263.66	
10-5112-452.34-10	03/05/2010	NW PARK/REC/PL	07222748		09/2010	10.69	
10-5112-452.34-10	03/05/2010	NW PARK/REC/PL	07222755		09/2010	90.40	
10-5112-452.34-10	03/05/2010	NW PARK/REC/PL	07222771		09/2010	32.84	
10-5112-452.34-10	03/05/2010	NW PARK/REC/PL	07222789		09/2010	27.49	
10-5112-452.34-10	03/05/2010	NW PARK/REC/PL	07222797		09/2010	13.83	
10-5112-452.34-10	03/05/2010	NW PARK/REC/PL	07222805		09/2010	14.50	
10-5112-452.34-10	03/05/2010	NW PARK/REC/PL	07222813		09/2010	14.50	
10-5112-452.34-10	03/05/2010	NW PARK/REC/PL	07222839		09/2010	14.50	
10-5112-452.34-10	03/05/2010	NW PARK/REC/PL	07222847		09/2010	14.50	
10-5112-452.34-10	03/05/2010	NW PARK/REC/PL	07228083		09/2010	13.83	
10-5112-452.34-10	03/05/2010	NW PARK/REC/PL	07228521		09/2010	9.76	
10-5112-452.34-10	03/05/2010	NW PARK/REC/PL	07228620		09/2010	16.27	
10-5112-452.34-10	03/05/2010	NW PARK/REC/PL	07229016		09/2010	200.51	
10-5112-452.34-10	03/05/2010	NW PARK/REC/PL	07229768		09/2010	8.39	
10-5112-452.34-10	03/05/2010	NW PARK/REC/PL	07229958		09/2010	107.22	
10-5112-452.34-10	03/05/2010	NW PARK/REC/PL	07230055		09/2010	71.32	
10-5112-452.34-10	03/05/2010	NW PARK/REC/PL	07230253		09/2010	14.50	
502-7400-603.34-10	03/05/2010	NW PUD-WATER TREAT	07230436		09/2010	2,410.31	
10-5112-452.34-10	03/05/2010	NW PARK/REC/PL	07230469		09/2010	7.25	
10-5112-452.34-10	03/05/2010	NW PARK/REC/PL	07230493		09/2010	7.25	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	CHECK AMOUNT	
10-5112-452.34-10					03/05/2010	NW PARK/REC/PL	07230535		09/2010		17.77	
10-5112-452.34-10					03/05/2010	NW PARK/REC/PL	07230642		09/2010		23.95	
10-5112-452.34-10					03/05/2010	NW PARK/REC/PL	07230659		09/2010		23.95	
512-8500-625.34-10					03/05/2010	NW Parks	07233836		09/2010		117.59	
872-5198-452.34-10					03/05/2010	NW PARK/REC/PL	07233844		09/2010		14.50	
872-5198-452.34-10					03/05/2010	NW PARK/REC/PL	07233851		09/2010		1.28	
872-5198-452.34-10					03/05/2010	NW PARK/REC/PL	07233869		09/2010		1.28	
872-5198-452.34-10					03/05/2010	NW PARK/REC/PL	07233877		09/2010		1.28	
872-5198-452.34-10					03/05/2010	NW PARK/REC/PL	07233885		09/2010		1.28	
10-5112-452.34-10					03/05/2010	NW PARK/REC/PL	07233919	60%	09/2010		4.35	
872-5198-452.34-10					03/05/2010	NW PARK/REC/PL	07233919	40%	09/2010		2.90	
872-5198-452.34-10					03/05/2010	NW PARK/REC/PL	07233927		09/2010		1.28	
872-5198-452.34-10					03/05/2010	NW PARK/REC/PL	07233935		09/2010		7.74	
872-5198-452.34-10					03/05/2010	NW PARK/REC/PL	07233943		09/2010		14.50	
872-5198-452.34-10					03/05/2010	NW PARK/REC/PL	07233950		09/2010		14.50	
872-5198-452.34-10					03/05/2010	NW PARK/REC/PL	07233968		09/2010		14.50	
872-5198-452.34-10					03/05/2010	NW PARK/REC/PL	07233976		09/2010		14.50	
872-5198-452.34-10					03/05/2010	NW PARK/REC/PL	07233984		09/2010		14.50	
512-8500-625.34-10					03/05/2010	NW PUD-WASTE WATER	07234040		09/2010		597.37	
872-5198-452.34-10					03/05/2010	NW PARK/REC/PL	07238355		09/2010		14.50	
872-5198-452.34-10					03/05/2010	NW PARK/REC/PL	07238363		09/2010		16.27	
872-5198-452.34-10					03/05/2010	NW PARK/REC/PL	07238405		09/2010		7.25	
512-8500-625.34-10					03/05/2010	NW PUD-WASTE WATER	07238785		09/2010		232.46	
872-5198-452.34-10					03/05/2010	NW PARK/REC/PL	07238793		09/2010		8.45	
872-5198-452.34-10					03/05/2010	NW PARK/REC/PL	07238835		09/2010		7.62	
10-5112-452.34-10					03/05/2010	NW PARK/REC/PL	07238843		09/2010		56.47	
872-5198-452.34-10					03/05/2010	NW PARK/REC/PL	07238850		09/2010		7.84	
10-5112-452.34-10					03/05/2010	NW PARK/REC/PL	07238876		09/2010		23.96	
10-5112-452.34-10					03/05/2010	NW PARK/REC/PL	09208018		09/2010		7.25	
872-5198-452.34-10					03/05/2010	NW PARK/REC/PL	09718248		09/2010		8.02	
10-5129-451.34-10					03/05/2010	NW FIRE	09998071		09/2010		7.25	
607-2235-486.34-10					03/05/2010	NW FIRE	10069151		09/2010		134.61	
10-5112-452.34-10					03/05/2010	NW	12300661		09/2010		14.07	
10-5112-452.34-10					03/05/2010	NW	14093942		09/2010		9.47	
872-5198-452.34-10					03/05/2010	NW	15138001		09/2010		29.39	
872-5198-452.34-10					03/05/2010	NW	15138027		09/2010		39.36	
872-5198-452.34-10					03/05/2010	NW	15138043		09/2010		15.42	
10-5141-436.34-10					03/05/2010	CEMETERY	16352890		09/2010		18.01	
10-5112-452.34-10					03/05/2010	PARKS 1	16926669		09/2010		7.82	
150-2221-422.34-10					03/03/2010	FIRE6/ELEC/2520 KWH USED	0100477-9 10FEB	267864	09/2010		433.73	
260-5512-455.34-10					03/04/2010	ELECTRIC USAGE	0100467 3/08/10	F10621	09/2010		7,106.60	
03/05/2010	730096	PUBLIC UTILITIES	5022								124,152.76	
805-1570-425.53-50			4430 HI-LINE DR		02/26/2010		6712510003200		08/2010		123,950.40	
512-8500-625.34-20			4430 HI-LINE DR		02/26/2010		671274846		08/2010		150.61	
211-3134-433.34-20			4430 HI-LINE DR		02/26/2010		671294847		08/2010		51.75	
03/05/2010	730106	SANDERSON STEWART	20446								92,913.07	
416-7493-603.93-40			WO0913 STAPLES WTR MAIN		03/03/2010		30677 PYMT 7	267598	09/2010		24,619.50	
840-3184-431.93-10			WO0912 INNER BELT LOOP		03/03/2010		7	267730	09/2010		4,019.55	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
845-3186-431.93-10	03/03/2010	WO0912 INNER BELT LOOP	7	267730	09/2010	28,676.41	
462-3161-431.93-10	03/03/2010	SID1387 ZIMMERMAN TRL SUB	4	268011	09/2010	238.65	
463-3161-431.93-10	03/03/2010	SID1389 CLUBHOUSE WAY	3	271377	09/2010	35,358.96	
03/05/2010	730129	TOWN & COUNTRY SUPPLY ASSOCIAT	18295			58,095.14	
601-0000-141.00-00	02/26/2010	MP	83298		08/2010	27,879.12	
601-0000-141.00-00	02/26/2010	MP	73104		08/2010	9,061.08	
601-0000-141.00-00	02/26/2010	MP	83627		08/2010	5,421.41	
561-7118-711.23-13	03/01/2010	INVOICE 83301 - AIRPORT	83301	F10606	09/2010	10,273.27	
601-0000-141.00-00	03/04/2010	MP	73038		09/2010	5,460.26	
03/05/2010	730136	WEISS ELECTRICAL SERVICE	3999			2,636.00	
150-2225-422.24-50	03/02/2010	ELEC/911 & FIRE 1,2,3,6,7	6371 FIRE/911	272886	09/2010	322.00	
150-2226-422.23-60	03/02/2010	ELEC/911 & FIRE 1,2,3,6,7	6371 FIRE/911	272886	09/2010	2,230.00	
150-2226-422.24-50	03/02/2010	ELEC/911 & FIRE 1,2,3,6,7	6371 FIRE/911	272886	09/2010	84.00	
DATE RANGE TOTAL *						1,906,081.63 *	

**Regular City Council Meeting**

**Consent : 1.V.2.**

**Date: 04/12/2010**

**TITLE: Payment of Claims March 12, 2010.**

Pat M. Weber, Financial

**PRESENTED BY:** Services Manager

**Department:** City Hall Administration

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**Information**

**PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$960,431.33 have been audited and are presented for your approval for payment. A complete listing of the claims dated March 12, 2010, is available in the Finance Department.

**ALTERNATIVES ANALYZED**

The Council may:

- Approve the payment of claims; or
- Not approve the payment of claims.

**FINANCIAL IMPACT**

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

**RECOMMENDATION**

Staff recommends that Council approve the Payment of Claims.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Link: [List of claims greater than \\$2500.](#)

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CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
03/12/2010	730169	BILLINGS COMMUNITY CABLE	413			25,000.00	
10-1411-414.72-66	03/11/2010	MISC SERVICES	BRESNAN PASSTHR	273207	09/2010	25,000.00	
03/12/2010	730177	BORDER STATES ELECTRIC	509			31,236.12	
512-8400-623.23-60	02/08/2010	NONSTOCKING ITEMS-P.U.D.	900439375	271386	08/2010	788.53	
502-7400-603.23-60	02/10/2010	NONSTOCKING ITEMS-P.U.D.	900457940	271386	08/2010	148.00	
502-0000-141.00-00	02/12/2010	WATER PARTS AND SUPPLIES	900472726		08/2010	175.18	
512-8400-623.23-60	02/12/2010	NONSTOCKING ITEMS-P.U.D.	900457268	271386	08/2010	353.16	
502-7400-603.23-60	02/16/2010	NONSTOCKING ITEMS-P.U.D.	900467600	271386	08/2010	515.61	
512-8400-623.24-50	02/17/2010	NONSTOCKING ITEMS-P.U.D.	9004619885	271386	08/2010	1,984.47	
512-8400-623.23-60	02/17/2010	NONSTOCKING ITEMS-P.U.D.	900467074	271386	08/2010	79.82	
512-8400-623.23-60	02/17/2010	NONSTOCKING ITEMS-P.U.D.	900467863	271386	08/2010	1,984.47	
512-8400-623.23-60	02/17/2010	NONSTOCKING ITEMS-P.U.D.	900471426	271386	08/2010	324.34	
502-7400-603.23-60	02/18/2010	NONSTOCKING ITEMS-P.U.D.	900492357	271386	08/2010	48.29	
512-8400-623.23-60	02/19/2010	NONSTOCKING ITEMS-P.U.D.	900487403	271386	08/2010	566.14	
512-8400-623.23-60	02/19/2010	NONSTOCKING ITEMS-P.U.D.	900487435	271386	08/2010	816.37	
512-8400-623.23-60	02/24/2010	NONSTOCKING ITEMS-P.U.D.	900497654	271386	08/2010	220.00	
512-8400-623.24-50	02/24/2010	NONSTOCKING ITEMS-P.U.D.	900497947	271386	08/2010	5,035.00	
512-8400-623.23-60	02/24/2010	NONSTOCKING ITEMS-P.U.D.	900501944	271386	08/2010	688.88	
502-7400-603.23-60	02/25/2010	NONSTOCKING ITEMS-P.U.D.	900511929	271386	08/2010	75.60	
502-7312-602.24-10	02/25/2010	NONSTOCKING ITEMS-P.U.D.	900512349	271386	08/2010	107.43	
502-7400-603.23-60	02/25/2010	NONSTOCKING ITEMS-P.U.D.	900512460	271386	08/2010	28.66	
211-0000-141.31-83	02/26/2010	STREET LIGHTS	900472617		08/2010	499.60	
211-0000-141.31-83	02/26/2010	STREET LIGHTS	900496540		08/2010	49.40	
211-3136-433.24-20	02/26/2010	MISC SERVICES	900461869	271386	08/2010	27.82	
211-3134-433.22-90	02/26/2010	MISC SERVICES	900472641	271386	08/2010	92.29	
211-3136-433.24-30	02/26/2010	MISC SERVICES	900496757	271386	08/2010	25.95	
211-3136-433.24-30	02/26/2010	MISC SERVICES	900511749	271386	08/2010	5.67	
512-8400-623.22-90	03/02/2010	NONSTOCKING ITEMS-P.U.D.	900522537	271386	09/2010	74.32	
502-7400-603.23-60	03/02/2010	NONSTOCKING ITEMS-P.U.D.	900522776	271386	09/2010	535.76	
211-0000-141.31-83	03/04/2010	STREET LIGHTS	900501512		09/2010	49.40-	
502-7400-603.23-60	03/04/2010	NONSTOCKING ITEMS-P.U.D.	900444493	271386	09/2010	730.00	
512-8400-623.38-20	03/04/2010	NONSTOCKING ITEMS-P.U.D.	900444493	271386	09/2010	730.00	
606-1931-484.34-50	03/04/2010	MISC SERVICES	900464245	271386	09/2010	12.26	
512-8500-625.24-50	03/04/2010	NONSTOCKING ITEMS-P.U.D.	900518932	271386	09/2010	507.10	
502-7400-603.23-60	03/04/2010	NONSTOCKING ITEMS-P.U.D.	900522520	271386	09/2010	110.00	
502-7400-603.35-53	03/10/2010	MISC SERVICES	900444495	273155	09/2010	6,972.70	
512-8400-623.35-53	03/10/2010	MISC SERVICES	900444495	273155	09/2010	6,972.70	
03/12/2010	730178	BRENNTAG PACIFIC INC	17236			64,411.62	
211-3134-433.47-20	03/03/2010	ROAD/HIGHWAY MATERIAL	BPI971698	272995	09/2010	5,401.02	
211-3134-433.47-20	03/03/2010	ROAD/HIGHWAY MATERIAL	BPI972131	272995	09/2010	5,319.68	
211-3134-433.47-20	03/03/2010	ROAD/HIGHWAY MATERIAL	BPI972132	272995	09/2010	5,318.85	
211-3134-433.47-20	03/03/2010	ROAD/HIGHWAY MATERIAL	BPI972133	272995	09/2010	5,475.72	
211-3134-433.47-20	03/03/2010	ROAD/HIGHWAY MATERIAL	BPI972978	272995	09/2010	5,486.51	
211-3134-433.47-20	03/03/2010	ROAD/HIGHWAY MATERIAL	BPI972979	272995	09/2010	5,484.02	
211-3134-433.47-21	03/03/2010	ROAD/HIGHWAY MATERIAL	BPI972974	273003	09/2010	4,143.50	
211-3134-433.47-21	03/03/2010	ROAD/HIGHWAY MATERIAL	BPI972975	273003	09/2010	4,123.02	
211-3134-433.47-21	03/03/2010	ROAD/HIGHWAY MATERIAL	BPI972976	273003	09/2010	4,643.98	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
211-3134-433.47-21	03/03/2010	ROAD/HIGHWAY MATERIAL	BPI972977	273003	09/2010	4,327.82	
211-3134-433.47-21	03/03/2010	ROAD/HIGHWAY MATERIAL	BPI973811	273003	09/2010	4,601.74	
211-3134-433.47-20	03/10/2010	ROAD/HIGHWAY MATERIAL	BPI#974232	273169	09/2010	5,484.02	
211-3134-433.47-21	03/10/2010	ROAD/HIGHWAY MATERIAL	BPI#974794	273169	09/2010	4,601.74	
03/12/2010	730187	COMMUNITY CRISIS CENTER	19183			2,842.00	
245-1257-412.35-75	03/09/2010	BAMHC CASE MANAGER	2010-8	273027	09/2010	2,842.00	
03/12/2010	730189	COP CONSTRUCTION CO	865			111,374.85	
503-7591-609.93-40	03/10/2010	WO0801 2008 WTR&SWR REHAB	FUND TRSFR	265600	09/2010	5,863.68	
503-7591-609.93-40	03/10/2010	WO0801 2008 WTR&SWR REHAB	265600	265600	09/2010	5,863.68	
503-7591-609.93-40	03/10/2010	WO0801 2008 WTR&SWR REHAB	6	265600	09/2010	5,570.48	
513-8591-625.93-40	03/10/2010	WO0801 2008 WTR&SWR REHAB	6	265600	09/2010	5,570.51	
513-0000-201.10-00	03/11/2010	WO0801 2008 WTR&SWR REHAB	RET RELEASE	265600	09/2010	15,785.49	
513-0000-201.10-00	03/11/2010	WO0801 2008 WTR&SWR REHAB	RET RELEASE	265600	09/2010	12,471.58	
503-0000-201.10-00	03/11/2010	WO0801 2008 WTR&SWR REHAB	RET RELEASE	265600	09/2010	71,976.79	
03/12/2010	730195	DELL COMPUTER L P	13426			12,714.67	
670-3141-489.29-25	03/10/2010	MISC SERVICES	XDMTKW4D9	272189	09/2010	2,759.98	
670-3141-489.29-25	03/10/2010	XDMP3M623	XDMW1F4D2	272189	09/2010	1,917.54	
670-3141-489.29-25	03/10/2010	MISC SERVICES	XDNW8RC8	272189	09/2010	7,798.16	
670-3141-489.29-25	03/10/2010	MISC SERVICES	XDN268WF9	272189	09/2010	238.99	
03/12/2010	730198	DEX MEDIA WEST	17726			3,619.20	
10-5110-453.34-50	03/11/2010	MISC SERVICES	120120283	273084	09/2010	162.02	
260-5512-455.34-50	03/11/2010	MISC SERVICES	120120283	273084	09/2010	2,033.38	
10-5110-453.34-50	03/11/2010	MISC SERVICES	120120285	273084	09/2010	162.00	
260-5512-455.34-50	03/11/2010	MISC SERVICES	120120285	273084	09/2010	162.00	
541-3121-435.34-50	03/11/2010	MISC SERVICES	120120285	273084	09/2010	324.00	
561-7110-711.34-50	03/11/2010	MISC SERVICES	120120285	273084	09/2010	162.00	
571-7146-713.33-70	03/11/2010	MISC SERVICES	12120284.	273084	09/2010	613.80	
03/12/2010	730199	DNR EXCAVATION	19015			8,093.25	
505-7515-609.36-71	03/02/2010	REPAIR LIST	710189	266388	09/2010	8,093.25	
03/12/2010	730200	DOUGLAS MARLOWE	20343			3,729.15	
737-1265-412.35-10	03/09/2010	RANT TRAINING	2010-8	273124	09/2010	3,729.15	
03/12/2010	730205	EBMS	20398			61,724.96	
627-1752-417.35-12	03/09/2010	ADMIN FEES			09/2010	16,554.50	
627-1752-417.35-15	03/09/2010	SPECIFIC PREM			09/2010	31,478.06	
627-1752-417.51-61	03/09/2010	CARE LINK FEE			09/2010	7,015.40	
627-1752-417.35-11	03/09/2010	FLEX ADMIN FEE			09/2010	2,080.00	
627-1752-417.35-15	03/09/2010	PRO FEE			09/2010	3,430.00	
627-1752-417.35-13	03/09/2010	SCRIPTS			09/2010	1,167.00	
03/12/2010	730208	EDGE CONSTRUCTION SUPPLY	19808			5,538.50	
502-7312-602.23-80	03/10/2010	MISC SERVICES	439219	273146	09/2010	5,538.50	
03/12/2010	730211	ENGINEERING INC	1196			22,098.98	
503-0000-201.10-00	03/10/2010	WO0716 SHILOH RD	RET RELEASE	252363	09/2010	17,585.01	

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
513-0000-201.10-00	03/10/2010	WO0716 SHILOH RD	RET RELEASE	252363	09/2010	4,224.41	
513-0000-201.10-00	03/10/2010	WO0716 SHILOH RD	RET RELEASE	252363	09/2010	289.56	
03/12/2010	730222	FISHER CONSTRUCTION	1313			2,927.00	
150-2226-422.24-50	03/04/2010	ENLARGE/DOOR/RACKET COURT	10-2-007 FIRE1	272409	09/2010	4,027.00	
150-2226-422.24-50	03/04/2010	ENLARGE/DOOR/RACKET COURT	10-2-007 FIRE1	272409	09/2010	1,100.00-	
03/12/2010	730224	FIX IT MAN SERVICE	11451			9,350.00	
502-7400-603.24-50	03/10/2010	MISC SERVICES	022310	273137	09/2010	4,950.00	
502-7314-602.24-50	03/10/2010	MISC SERVICES	022410	273137	09/2010	1,349.92	
502-7400-603.24-50	03/10/2010	MISC SERVICES	022410	273137	09/2010	1,700.16	
512-8314-622.24-50	03/10/2010	MISC SERVICES	022410	273137	09/2010	1,349.92	
03/12/2010	730229	GEOCOMM INC	20834			7,568.00	
607-2235-486.35-90	03/04/2010	RADIO SYSTM CONSULTANT	23791 PMT2	272652	09/2010	7,568.00	
03/12/2010	730237	HDR INC	1544			7,441.94	
416-0000-201.10-00	03/03/2010	PL0049 WTR SYS ER POWER	RET RELEASE	249305	09/2010	7,441.94	
03/12/2010	730240	IAFF	20196			4,189.05	
900-0000-209.99-20	03/12/2010	PAYROLL SUMMARY	20100312		09/2010	4,189.05	
03/12/2010	730241	INDUSTRIAL COMMUNICATIONS	9750			7,986.48	
502-7400-603.23-60	03/10/2010	MISC SERVICES	10988	273143	09/2010	2,326.48	
150-2112-421.21-20	02/12/2010	MISC SERVICES	10944	273212	09/2010	5,660.00	
03/12/2010	730251	KIDSTAR SAFETY LLC	20921			4,995.00	
709-2191-421.22-78	02/15/2010	MISC SERVICES	11414	271232	09/2010	4,995.00	
03/12/2010	730255	KOIS BROTHERS EQUIPMENT CO	6452			10,598.39	
541-3122-435.23-20	01/28/2010	MP	85016	271389	07/2010	644.28	
211-3132-433.23-20	02/12/2010	MP	84962	271389	08/2010	628.00	
211-3132-433.23-20	02/12/2010	MP	84962	271389	08/2010	24.63	
601-0000-141.00-00	02/22/2010	MP	85292		08/2010	214.02	
541-3122-435.23-20	02/22/2010	MP	85292	271389	08/2010	571.67	
601-0000-141.00-00	03/07/2010	MP	85356		09/2010	35.13	
541-3122-435.23-20	03/07/2010	MP	271389	271389	09/2010	435.54	
211-3132-433.23-20	03/07/2010	MP	85115	271389	09/2010	1,140.36	
541-3122-435.23-20	03/07/2010	MP	85153	271389	09/2010	983.65	
541-3122-435.23-20	03/07/2010	MP	85191	271389	09/2010	178.58	
211-3134-433.23-20	03/07/2010	MP	85288	271389	09/2010	44.17	
541-3122-435.23-20	03/07/2010	MP	85356	271389	09/2010	52.98	
211-3134-433.23-20	03/08/2010	MP	85437	271389	09/2010	115.77	
211-3132-433.23-20	03/10/2010	MP	85439	271389	09/2010	5,529.61	
03/12/2010	730258	LAND DESIGN INC	15918			7,185.00	
840-3184-431.35-90	03/10/2010	SHARP-TAIL CONSERV AREA	1	273123	09/2010	7,185.00	
03/12/2010	730259	LANGLAS & ASSOCIATES INC	7004			22,359.45	
414-1519-493.92-24	03/09/2010	P1 ELEVATOR	03/02/10	268693	09/2010	22,359.45	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
03/12/2010	730264	MAILING TECHNICAL SERVICES	12577				3,747.15
521-1522-493.31-10	03/10/2010	MISC SERVICES	FEB 10	273191	09/2010		87.50
605-1515-483.31-10	03/10/2010	MISC SERVICES	FEB 10	273191	09/2010		3,659.65
03/12/2010	730272	MONTANA DAKOTA UTILITIES CO	2492				13,020.24
502-7400-603.34-40	03/12/2010	PUD	04571122		09/2010		454.71
512-8500-625.34-40	03/12/2010	PUD	04695121		09/2010		11.16
150-2221-422.34-40	03/12/2010	FIRE	05003521		09/2010		346.62
512-8500-625.34-40	03/12/2010	PUD	05023622		09/2010		80.70
512-8500-625.34-40	03/12/2010	PUD	05211321		09/2010		84.28
502-7400-603.34-40	03/12/2010	PUD	08156221		09/2010		3,308.98
502-7400-603.34-40	03/12/2010	PUD	08156322	50%	09/2010		768.20
502-7400-603.34-40	03/12/2010	PUD	08156322	50%	09/2010		768.20
502-7400-603.34-40	03/12/2010	PUD	08156421		09/2010		427.90
502-7400-603.34-40	03/12/2010	PUD	08156521		09/2010		510.11
502-7400-603.34-40	03/12/2010	PUD	08156621		09/2010		1,163.28
502-7400-603.34-40	03/12/2010	PUD	08156721		09/2010		361.70
502-7400-603.34-40	03/12/2010	PUD	08156821		09/2010		44.59
502-7400-603.34-40	03/12/2010	PUD	08156922		09/2010		411.17
502-7314-602.34-40	03/12/2010	PUD	08157021	50%	09/2010		679.84
512-8314-622.34-40	03/12/2010	PUD	08157021	50%	09/2010		679.83
502-7314-602.34-40	03/12/2010	PUD	08157121	50%	09/2010		709.65
512-8314-622.34-40	03/12/2010	PUD	08157121	50%	09/2010		709.65
502-7400-603.34-40	03/12/2010	PUD	08157221		09/2010		89.68
502-7400-603.34-40	03/12/2010	PUD	08157322		09/2010		39.49
512-8400-623.34-40	03/12/2010	PUD	08510222		09/2010		10.40
10-5141-436.34-40	03/12/2010	CEMETERY	08543421		09/2010		141.46
10-5141-436.34-40	03/12/2010	CEMETERY	08543521		09/2010		477.54
502-7400-603.34-40	03/12/2010	PUD	08683522		09/2010		164.97
10-5112-452.34-40	03/12/2010	PARKS	08767921		09/2010		118.68
502-7400-603.34-40	03/12/2010	CSD	31563202		09/2010		142.06
502-7400-603.34-40	03/12/2010	CSD	31563302		09/2010		293.34
10-5126-451.34-40	03/12/2010	PARKS & REC	34329601		09/2010		22.05
03/12/2010	730275	MONTANA MUNICIPAL INTERLOCAL	20725				41,062.75
630-1753-485.73-11	03/09/2010	MISC SERVICES	210005	273106	09/2010		41,062.75
03/12/2010	730278	MONTANA STATE FIREMAN'S ASSOC	20195				2,623.44
900-0000-209.99-24	03/12/2010	PAYROLL SUMMARY	20100312		09/2010		2,623.44
03/12/2010	730281	MORRISON MAIERLE INC	2572				42,675.88
513-8591-625.93-40	03/10/2010	WO0801 2008 WTR&SWR REHAB	27	252779	09/2010		26,912.16
405-7125-711.96-91	03/11/2010	MISC SERVICES	100330	265209	09/2010		6,301.20
405-7125-711.96-92	03/11/2010	MISC SERVICES	100330	265209	09/2010		331.64
405-7125-711.96-91	03/11/2010	MISC SERVICES	100331	265209	09/2010		5,932.47
405-7125-711.96-92	03/11/2010	MISC SERVICES	100331	265209	09/2010		312.55
405-7125-711.96-91	03/11/2010	MISC SERVICES	100332	265209	09/2010		2,718.03
405-7125-711.96-92	03/11/2010	MISC SERVICES	100332	265209	09/2010		143.05
405-7125-711.96-92	03/11/2010	MISC SERVICES	100332	265209	09/2010		24.78

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
03/12/2010	730287	NORMONT EQUIPMENT COMPANY	2738				9,691.81
640-3138-433.94-40	03/10/2010	MISC SERVICES	20020128	272578	09/2010		7,687.00
211-3132-433.47-10	03/10/2010	ROAD AND HIGHWAY MATERIAL	2003000019	273171	09/2010		1,078.73
601-0000-141.00-00	03/11/2010	MP	2003000020		09/2010		537.00
211-3132-433.23-20	03/11/2010	MP	2003000020	273234	09/2010		370.86
211-3132-433.23-20	03/11/2010	MP	2003000020	273234	09/2010		18.22
03/12/2010	730290	NORTHWEST PIPE FITTINGS	2758				36,319.47
502-0000-141.00-00	02/01/2010	WATER PARTS AND SUPPLIES	14924853		08/2010		15.95
502-7400-603.24-50	02/02/2010	NONSTOCKING ITEMS-P.U.D.	1504235	271391	08/2010		24.18
502-7312-602.23-80	02/03/2010	NONSTOCKING ITEMS-P.U.D.	1505286	271391	08/2010		213.25
502-7400-603.24-50	02/08/2010	NONSTOCKING ITEMS-P.U.D.	1505763	271391	08/2010		51.06
502-7400-603.24-50	02/08/2010	NONSTOCKING ITEMS-P.U.D.	1506037	271391	08/2010		75.72
502-7400-603.24-50	02/08/2010	NONSTOCKING ITEMS-P.U.D.	1506316	271391	08/2010		81.57
502-7312-602.23-80	02/10/2010	NONSTOCKING ITEMS-P.U.D.	1506137	271391	08/2010		61.88
512-8400-623.24-50	02/11/2010	NONSTOCKING ITEMS-P.U.D.	1507033	271391	08/2010		26.52
512-8400-623.24-50	02/11/2010	NONSTOCKING ITEMS-P.U.D.	1507507	271391	08/2010		58.57
502-7312-602.23-80	02/11/2010	NONSTOCKING ITEMS-P.U.D.	1507861	271391	08/2010		33.56
502-0000-141.00-00	02/16/2010	WATER PARTS AND SUPPLIES	1500988		08/2010		15,270.00
502-7400-603.24-50	02/12/2010	NONSTOCKING ITEMS-P.U.D.	1484898	271391	08/2010		314.00
502-7312-602.23-80	02/17/2010	NONSTOCKING ITEMS-P.U.D.	1504955	271391	08/2010		428.44
512-8400-623.24-50	02/17/2010	NONSTOCKING ITEMS-P.U.D.	1509833	271391	08/2010		87.82
512-8400-623.24-50	02/19/2010	NONSTOCKING ITEMS-P.U.D.	1510173	271391	08/2010		129.09
512-8400-623.24-50	02/19/2010	NONSTOCKING ITEMS-P.U.D.	1510532	271391	08/2010		11.16
512-8400-623.24-50	02/19/2010	NONSTOCKING ITEMS-P.U.D.	1510656	271391	08/2010		124.32
512-8400-623.24-50	02/19/2010	NONSTOCKING ITEMS-P.U.D.	1510659	271391	08/2010		74.41
512-8400-623.24-50	02/19/2010	NONSTOCKING ITEMS-P.U.D.	1510822	271391	08/2010		107.20
502-7312-602.23-80	02/22/2010	NONSTOCKING ITEMS-P.U.D.	1508481	271391	08/2010		48.53
502-0000-141.00-00	02/25/2010	WATER PARTS AND SUPPLIES	1513000		08/2010		106.95
502-0000-141.00-00	02/25/2010	SYSTEMS	1513000		08/2010		296.18
502-0000-141.00-00	02/25/2010	SYSTEMS	1513001		08/2010		465.10
502-0000-141.00-00	02/25/2010	WATER PARTS AND SUPPLIES	1512948		08/2010		17,219.16
502-7400-603.24-50	02/25/2010	NONSTOCKING ITEMS-P.U.D.	1508903	271391	08/2010		621.67
512-8400-623.24-50	02/25/2010	NONSTOCKING ITEMS-P.U.D.	1510429	271391	08/2010		195.55
211-3134-433.22-90	02/26/2010	HARDWARE,AND ALLIED ITEMS	1507280	271391	08/2010		90.62
211-3134-433.23-20	02/26/2010	MISC SERVICES	1508240	271391	08/2010		42.48
601-0000-141.00-00	03/07/2010	MP	1510037		09/2010		44.53
03/12/2010	730293	NORTHWESTERN ENERGY	15771				2,772.38
512-8500-625.34-10	03/10/2010	MISC SERVICES	17568932	FEB10	273151	09/2010	100.37
150-2221-422.34-10	03/12/2010	NW FIRE	07125321			09/2010	38.62
10-5141-436.34-10	03/12/2010	NW PARK/REC/PL	07125388			09/2010	121.98
571-7143-713.34-10	03/12/2010	NW AVIATION/TRAN	07192255			09/2010	442.60
150-2221-422.34-10	03/12/2010	NW FIRE	07208176			09/2010	213.60
10-5126-451.34-10	03/12/2010	NW PARK/REC/PL	07208416			09/2010	77.98
10-5112-452.34-10	03/12/2010	NW PARK/REC/PL	08134892			09/2010	20.44
872-5198-452.34-10	03/12/2010	NW PARK/REC/PL	08814550			09/2010	7.91
10-5112-452.34-10	03/12/2010	PARKS	09789173			09/2010	23.99
502-7400-603.34-10	03/12/2010	NW Parks	11422532			09/2010	155.81

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
10-5112-452.34-10	03/12/2010	NW Parks	11565272	09/2010 7.25
502-7400-603.34-10	03/12/2010	NW Pud	11608072	09/2010 15.23
872-5198-452.34-10	03/12/2010	NW parks	11759727	09/2010 136.67
150-2171-441.34-10	03/12/2010	NW	11834835	09/2010 1,094.13
10-5112-452.34-10	03/12/2010	NW	12422226	09/2010 7.62
10-5112-452.34-10	03/12/2010	NW	12488631	09/2010 47.63
872-5198-452.34-10	03/12/2010	NW	13127071	09/2010 7.73
502-7400-603.34-10	03/12/2010	NW	13466735	09/2010 4.85
872-5198-452.34-10	03/12/2010	NW	15143886	09/2010 8.02
872-5198-452.34-10	03/12/2010	PARKS	15642093	09/2010 7.84
521-1524-493.34-10	03/12/2010	PARKING-LINC CEN LOT POLE	15696313	09/2010 45.45
10-5112-452.34-10	03/12/2010	SOUTH PARK CONCESSION	15882624	09/2010 7.25
512-8500-625.34-10	03/12/2010	SEWER LIFTSTATION C	17040254	09/2010 28.22
512-8500-625.34-10	03/12/2010	WWTP	17040304	09/2010 28.50
211-3136-433.34-10	03/12/2010	STREETS/TRAFFIC	17389891	09/2010 44.27
211-3133-433.34-10	03/12/2010	STREETS/TRAFFIC	17403577	09/2010 7.43
211-3133-433.34-10	03/12/2010	STREETS/TRAFFIC	17488966	09/2010 7.73
211-3133-433.34-10	03/12/2010	STREETS/TRAFFIC	17978289	09/2010 4.85
10-5112-452.34-10	03/12/2010	PARKS	18366666	09/2010 31.39
10-5112-452.34-10	03/12/2010	PARKS & REC	18494088	09/2010 27.02
03/12/2010	730296	ONE EIGHTY COMMUNICATIONS	15590	
561-7110-711.34-50	03/09/2010	ONE EIGHTY MARCH 2010	AIRPORT 2948370	09/2010 4,913.91
606-1931-484.34-50	03/09/2010	ONE EIGHTY MARCH 2010	ACCT 00018768	09/2010 40.60
606-1931-484.34-50	03/09/2010	ONE EIGHTY MARCH 2010	ACCT 00001906	09/2010 542.87
10-5112-452.34-50	03/09/2010	ONE EIGHTY MARCH 2010	867-7275	09/2010 3,104.07
670-3141-489.34-50	03/09/2010	ONE EIGHTY MARCH 2010	DEPOT ONE HALF	09/2010 46.00
660-3110-431.34-50	03/09/2010	ONE EIGHTY MARCH 2010	DEPOT ONE HALF	09/2010 408.21
260-5518-455.35-90	03/09/2010	ONE EIGHTY MARCH 2010	INTERNET LIB	09/2010 408.21
620-1911-482.34-52	03/09/2010	ONE EIGHTY MARCH 2010	IT INTERNET	09/2010 259.00
150-2225-422.34-50	03/09/2010	ONE EIGHTY MARCH 2010	LONG DISTANCE	09/2010 79.95
				25.00
03/12/2010	730303	PRIMROSE OIL COMPANY INC	20305	
512-8400-623.24-50	03/10/2010	MISC SERVICES	35198	273130 09/2010 3,403.22
				3,403.22
03/12/2010	730304	PROFORCE LAW ENFORCEMENT	20533	
710-2133-421.22-70	03/01/2010	MISC SERVICES	81574	272651 09/2010 4,466.30
				4,466.30
03/12/2010	730305	PUBLIC UTILITIES	5022	
561-7110-711.34-20	03/12/2010	1901 AIRPORT TERM CIR	68407759	09/2010 3,372.43
512-8500-625.34-20	03/12/2010	2229 BLUE CREEK RD	13670319854	09/2010 3,363.19
				9.24
03/12/2010	730310	REBUILDING TOGETHER	17522	
295-6677-463.72-75	03/09/2010	MISC SERVICES	PMT 3 FINAL	273120 09/2010 2,764.87
				2,764.87
03/12/2010	730312	REPORTER BIG SKY OFFICE INC	3175	
710-2133-421.21-20	03/11/2010	MISC SERVICES	316915/332010	271249 09/2010 8,465.12
				8,465.12
03/12/2010	730313	RIMROCK FOUNDATION	3210	
738-1264-412.35-60	03/02/2010	SAMHSA COUNSELORS/TRTMN	2010-7	272837 09/2010 8,631.68
				3,085.82

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
738-1264-412.35-90	03/02/2010	SAMHSA COUNSELORS/TRTMN	2010-7	272837	09/2010	8,529.30	
738-1264-412.39-90	03/02/2010	SAMHSA COUNSELORS/TRTMN	2010-7	272837	09/2010	2,134.61	
738-1264-412.35-90	03/09/2010	NEGATIVE PO - DBL BILLED	2010-8	273160	09/2010	5,118.05-	
03/12/2010	730319	SANDERSON STEWART	20446			4,463.44	
205-3131-433.35-90	03/10/2010	WO0921 SAFE RTE SCHL STDY	3	270374	09/2010	4,463.44	
03/12/2010	730324	SKYCON INC	19639			4,336.06	
561-7112-711.36-60	03/08/2010	INVOICE #222	222	F10654	09/2010	4,336.06	
03/12/2010	730325	SNOWY RANGE RESEARCH	18855			6,600.00	
738-1264-412.35-10	03/04/2010	SAMHSA CONSULTING	2010-8	273036	09/2010	6,600.00	
03/12/2010	730331	ST VINCENT OCCUPATIONAL HEALTH	3535			3,770.75	
10-1750-417.35-72	03/09/2010	MISC SERVICES	19153	273127	09/2010	945.00	
150-2112-421.35-10	03/09/2010	MISC SERVICES	19153	273127	09/2010	230.00	
150-2171-441.35-10	03/09/2010	MISC SERVICES	19153	273127	09/2010	240.00	
150-2229-422.35-10	03/09/2010	MISC SERVICES	19153	273127	09/2010	480.75	
211-3131-433.22-60	03/09/2010	MISC SERVICES	19153	273127	09/2010	210.00	
502-7311-602.35-10	03/09/2010	MISC SERVICES	19153	273127	09/2010	170.00	
541-3121-435.35-10	03/09/2010	MISC SERVICES	19153	273127	09/2010	260.00	
571-7142-713.35-10	03/09/2010	MISC SERVICES	19153	273127	09/2010	70.00	
601-1553-481.35-10	03/09/2010	MISC SERVICES	19153	273127	09/2010	140.00	
627-1752-417.51-60	03/09/2010	MISC SERVICES	19153	273127	09/2010	1,025.00	
03/12/2010	730333	STATE BAR OF MONTANA	7016			3,080.00	
10-1611-416.33-50	03/10/2010	10-11 STATE BAR DUES (8)	2011 ANNUAL BAR	273116	09/2010	3,080.00	
03/12/2010	730341	TIRE-RAMA	1864			11,612.75	
541-3122-435.23-90	02/10/2010	TIRES AND REPAIRS SW	1050155096	271393	08/2010	2,194.50	
541-3122-435.23-90	02/10/2010	TIRES AND REPAIRS SW	1050155097	271393	08/2010	835.70	
541-3123-435.23-90	02/10/2010	TIRES AND REPAIRS LF	1050155098	271393	08/2010	808.85	
571-7144-713.23-90	02/10/2010	AUTO &TRUCK MAINT.ITEMS	1050155372	271393	08/2010	242.98	
571-7147-713.23-90	02/10/2010	AUTO &TRUCK MAINT.ITEMS	1050155372	271393	08/2010	242.97	
211-3134-433.23-90	02/16/2010	MP	1050-155210	271393	08/2010	20.00	
571-7144-713.23-90	02/17/2010	AUTO &TRUCK MAINT.ITEMS	1050155219	271393	08/2010	20.00	
541-3122-435.23-90	02/24/2010	TIRES AND REPARIS	1050155715	271393	08/2010	1,471.00	
541-3122-435.23-90	02/24/2010	TIRES AND REPAIRS	1050155718	271393	08/2010	1,009.50	
211-3134-433.23-90	02/25/2010	MP	1050-155975	271393	08/2010	30.00	
150-2112-421.23-90	03/01/2010	MP	1050-156122	271393	09/2010	30.00	
571-7144-713.23-90	03/01/2010	AUTO &TRUCK MAINT.ITEMS	1050155542	271393	09/2010	50.00	
541-3122-435.23-90	03/02/2010	TIRES AND REPAIRS SW	1050156166	271393	09/2010	3,627.50	
541-3122-435.23-90	03/02/2010	TIRES AND REPAIRS	1050156167	271393	09/2010	1,019.75	
571-7144-713.23-90	03/08/2010	AUTO &TRUCK MAINT.ITEMS	105015603	271393	09/2010	10.00	
03/12/2010	730344	TOWN & COUNTRY SUPPLY ASSOCIAT	18295			64,722.03	
601-0000-141.00-00	03/08/2010	MP	84305		09/2010	5,626.75	
601-0000-141.71-41	03/09/2010	MP	84453		09/2010	15,866.20	
561-7113-711.23-10	03/08/2010	INVOICE #83293	83293	F10652	09/2010	1,616.08	
601-0000-141.00-00	03/10/2010	MP	83715		09/2010	15,639.61	

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601-0000-141.00-00	03/10/2010	MP	84455		09/2010	15,999.90	
150-2226-422.23-10	03/10/2010	FIRE6/DIESEL/150GAL/MAR3	83661 FIRE6	267496	09/2010	347.90	
150-2226-422.23-10	03/10/2010	FIRE1/FUEL DELIVERED MAR3	83662 FIRE1	267496	09/2010	1,233.57	
150-2226-422.23-10	03/10/2010	FIRE5/DIESEL/150GAL/MAR3	83663 FIRE5	267496	09/2010	347.90	
561-7118-711.23-13	03/09/2010	INVOICE #83953	83953	F10665	09/2010	8,044.12	
03/12/2010	730351	UGRIN, ALEXANDER, ZADICK, & HIG	20866			5,270.13	
10-1611-416.35-60	03/10/2010	CONSULTANT SERVICES	13508; 13595	273112	09/2010	5,270.13	
03/12/2010	730356	V.W.C, INC.	19226			4,199.00	
294-6554-463.72-75	03/09/2010	MISC SERVICES	LAMERE, CHARLOTT	273119	09/2010	4,199.00	
03/12/2010	730363	YELLOWSTONE COUNTY	11742			114,031.47	
503-7591-609.93-40	03/10/2010	WO0801 2008 WTR&SWR REHAB	CORRECTION	265602	09/2010	.00	
10-1411-414.39-30	03/10/2010	MISC SERVICES	GENERAL 110309	273190	09/2010	56,684.35	
10-1411-414.39-30	03/10/2010	MISC SERVICES	PRIMARY 91509	273190	09/2010	57,347.12	
03/12/2010	730367	YELLOWSTONE VALLEY ANIMAL SHEL	20525			19,627.67	
150-2170-441.39-90	03/03/2010	CONTRACT 1-22-10\2-21-10	09-1081	273013	09/2010	19,627.67	
03/12/2010	730368	YOCHUM CONTRACTING INC	20064			10,936.90	
541-3123-435.53-30	03/09/2010	GRINDING AT LANDFILL	1047	272640	09/2010	10,936.90	
DATE RANGE TOTAL *						877,564.46 *	

**Regular City Council Meeting**

**Consent : 1.V.3.**

**Date: 04/12/2010**

**TITLE: Payment of Claims, March 19, 2010.**

Pat M. Weber, Financial  
**PRESENTED BY:** Services Manager

**Department:** City Hall Administration

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**Information**

**PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$1,153,862.83 have been audited and are presented for your approval for payment. A complete listing of the claims dated March 19, 2010, is available in the Finance Department.

**ALTERNATIVES ANALYZED**

The Council may:

- Approve the payment of claims; or
- Not approve the payment of claims.

**FINANCIAL IMPACT**

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

**RECOMMENDATION**

Staff recommends that Council approve Payment of Claims.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Link: List of claims greater than \$2,500.

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CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
03/19/2010	730376	ALTERNATIVES INC	105			2,964.00	
248-1263-412.22-90	03/17/2010	SCRAM - JAN 2010 - BAMDUI	2010-8	273166	09/2010	2,964.00	
03/19/2010	730385	BILLINGS GAZETTE	420			3,734.89	
10-1411-414.31-10	03/15/2010	ON LINE BANNER	FEBRUARY 2010		09/2010	565.71	
541-3122-435.33-70	03/15/2010	SOLID WASTE	FEBRUARY 2010		09/2010	564.97	
240-4301-419.33-10	03/15/2010	PLANNING	FEBRUARY 2010		09/2010	659.63	
260-5511-455.33-60	03/15/2010	TRANSIT	FEBRUARY 2010		09/2010	596.00	
502-7211-601.33-10	03/15/2010	PUD	FEBRUARY 2010		09/2010	660.11	
601-1550-481.33-30	03/15/2010	MOTOR POOL	FEBRUARY 2010		09/2010	458.98	
10-1750-417.33-70	03/15/2010	HUMAN RESOURCES	FEBRUARY 2010		09/2010	229.49	
03/19/2010	730390	BROWN AND CALDWELL	18626			7,474.45	
503-7591-609.93-40	03/17/2010	WO0825 ZONE 3 RESERVOIR	10	264675	09/2010	7,474.45	
03/19/2010	730397	CARQUEST AUTO PARTS	3890			4,355.08	
512-8400-623.24-50	02/02/2010	NONSTOCKING ITEMS-P.U.D.	1935142321	271387	08/2010	13.28	
601-1553-481.26-50	02/08/2010	MP	1910-167466	271387	08/2010	22.96	
601-1553-481.26-50	02/08/2010	MP	1910-167466	271387	08/2010	13.00	
601-1552-481.21-20	02/08/2010	MP	1910-167667	271387	08/2010	1,194.00	
502-7500-609.23-20	02/08/2010	NONSTOCKING ITEMS-P.U.D.	1935142427	271387	08/2010	57.80	
502-7400-603.24-50	02/08/2010	NONSTOCKING ITEMS-P.U.D.	1935142678	271387	08/2010	29.39	
502-7500-609.23-20	02/08/2010	NONSTOCKING ITEMS-P.U.D.	1935142685	271387	08/2010	221.20	
502-7500-609.23-20	02/08/2010	NONSTOCKING ITEMS-P.U.D.	1935142742	271387	08/2010	17.36	
502-7312-602.23-20	02/08/2010	NONSTOCKING ITEMS-P.U.D.	1935142891	271387	08/2010	25.48	
502-0000-141.00-00	02/09/2010	WATER PARTS AND SUPPLIES	1935143273		08/2010	44.60	
502-7312-602.23-20	02/09/2010	NONSTOCKING ITEMS-P.U.D.	1935143191	271387	08/2010	25.48	
502-7400-603.23-20	02/10/2010	NONSTOCKING ITEMS-P.U.D.	1935143335	271387	08/2010	10.38	
502-0000-141.00-00	02/16/2010	WATER PARTS AND SUPPLIES	1935143726		08/2010	561.28	
541-3123-435.23-20	02/12/2010	MP	1910-168062	271387	08/2010	17.97	
211-3134-433.23-20	02/12/2010	MP	1910-168090	271387	08/2010	13.96	
150-2226-422.23-20	02/12/2010	MP	1910-168155	271387	08/2010	3.47	
502-7400-603.24-50	02/12/2010	NONSTOCKING ITEMS-P.U.D.	1935143404	271387	08/2010	37.36	
502-7400-603.23-20	02/16/2010	NONSTOCKING ITEMS-P.U.D.	1935143737	271387	08/2010	116.98	
502-7400-603.24-50	02/18/2010	NONSTOCKING ITEMS-P.U.D.	1935144275	271387	08/2010	5.00	
502-7314-602.21-20	02/18/2010	NONSTOCKING ITEMS-P.U.D.	1935144385	271387	08/2010	24.86	
502-7500-609.23-20	02/19/2010	NONSTOCKING ITEMS-P.U.D.	1935144430	271387	08/2010	69.37	
502-7400-603.24-50	02/22/2010	NONSTOCKING ITEMS-P.U.D.	1935144531	271387	08/2010	47.07	
502-7500-609.23-20	02/22/2010	NONSTOCKING ITEMS-P.U.D.	1935144553	271387	08/2010	25.48	
502-7400-603.24-50	02/22/2010	NONSTOCKING ITEMS-P.U.D.	1935144568	271387	08/2010	27.41	
502-7400-603.24-50	02/22/2010	NONSTOCKING ITEMS-P.U.D.	1935144582	271387	08/2010	6.36	
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502-7400-603.23-60	02/22/2010	NONSTOCKING ITEMS-P.U.D.	1935144808	271387	08/2010	1.81-	
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502-7400-603.23-20	02/23/2010	NONSTOCKING ITEMS-P.U.D.	1935144912	271387	08/2010	54.29	
502-7400-603.23-20	02/23/2010	NONSTOCKING ITEMS-P.U.D.	1935144963	271387	08/2010	47.17	
502-7500-609.23-20	02/26/2010	NONSTOCKING ITEMS-P.U.D.	1935145199	271387	08/2010	17.48	
512-8500-625.23-20	02/26/2010	NONSTOCKING ITEMS-P.U.D.	1935145263	271387	08/2010	19.48	

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502-0000-141.00-00	03/02/2010	WATER PARTS AND SUPPLIES	1935145142		09/2010	177.79	
150-2112-421.23-20	03/07/2010	MP	1910-169202	271387	09/2010	60.37	
150-2112-421.23-20	03/07/2010	MP	1910-169516	271387	09/2010	19.36	
601-0000-141.00-00	03/10/2010	MP	1551-433315		09/2010	82.89	
601-0000-141.00-00	03/10/2010	MP	1910-167647		09/2010	9.28	
601-0000-141.00-00	03/10/2010	MP	1910-167682		09/2010	17.00	
601-1553-481.23-20	03/10/2010	MP	1910-167614	271387	09/2010	24.39	
502-7500-609.23-20	03/10/2010	MP	1910-167628	271387	09/2010	59.33	
541-3122-435.23-20	03/10/2010	MP	1910-167647	271387	09/2010	19.15	
601-1553-481.24-10	03/10/2010	MP	1910-167682	271387	09/2010	9.27	
541-3122-435.23-20	03/10/2010	MP	1910-167728	271387	09/2010	38.30	
150-2112-421.23-20	03/10/2010	MP	1910-167954	271387	09/2010	60.98	
150-2226-422.23-20	03/10/2010	MP	1910-168202	271387	09/2010	110.53	
521-1522-493.23-20	03/10/2010	MP	1910-168239	271387	09/2010	9.37	
211-3134-433.23-20	03/10/2010	MP	1910-168577	271387	09/2010	3.69	
541-3122-435.23-20	03/10/2010	MP	1910-168876	271387	09/2010	14.17	
601-0000-141.00-00	03/11/2010	MP	1910-168138		09/2010	36.96	
601-0000-141.00-00	03/11/2010	MP	1910-168319		09/2010	27.72	
601-0000-141.00-00	03/11/2010	MP	1910-169206		09/2010	32.94	
150-2226-422.23-20	03/11/2010	MP	1910-168138	271387	09/2010	74.35	
150-2226-422.23-20	03/11/2010	MP	1910-168138	271387	09/2010	18.48	
502-7500-609.23-20	03/11/2010	MP	1910-168319	271387	09/2010	58.08	
502-7500-609.23-20	03/11/2010	MP	1910-168319	271387	09/2010	64.68	
670-3141-489.23-20	03/11/2010	MP	1910-168353	271387	09/2010	114.11	
211-3134-433.23-20	03/11/2010	MP	1910-168808	271387	09/2010	33.32	
541-3122-435.23-20	03/11/2010	MP	1910-168815	271387	09/2010	13.29	
541-3122-435.23-20	03/11/2010	MP	1910-168899	271387	09/2010	30.76	
541-3123-435.23-20	03/11/2010	MP	1910-169247	271387	09/2010	63.37	
150-2112-421.23-20	03/11/2010	MP	1910-169308	271387	09/2010	101.65	
601-0000-141.00-00	03/16/2010	MP	1551-433315-A		09/2010	82.89-	
601-0000-141.00-00	03/18/2010	MP	1910-169429		09/2010	10.98-	
211-3132-433.23-20	03/18/2010	MP	1910-168198	271387	09/2010	17.48	
541-3122-435.23-20	03/18/2010	MP	1910-169605	271387	09/2010	36.10	
03/19/2010	730402	COMMUNITY CRISIS CENTER	19183			3,248.00	
245-1257-412.35-75	03/17/2010	CASE MGR-OCT-DEC 09 - BHC	2010-8	273161	09/2010	3,248.00	
03/19/2010	730408	CTA ARCHITECTS	920			18,340.76	
407-7128-711.94-97	03/15/2010	MISC SERVICES	81759	262835	09/2010	3,854.75	
562-7120-711.92-90	03/16/2010	MISC SERVICES	81756	273205	09/2010	10,777.90	
411-7151-713.92-90	03/17/2010	MISC SERVICES	80777	269247	09/2010	660.00	
411-7151-713.92-90	03/17/2010	MISC SERVICES	80777	269247	09/2010	1,231.35	
411-7151-713.92-90	03/17/2010	MISC SERVICES	81814	269247	09/2010	212.00	
411-7151-713.92-90	03/17/2010	MISC SERVICES	81814	269247	09/2010	1,604.76	
03/19/2010	730410	DELL COMPUTER L P	13426			5,292.15	
211-3131-433.29-25	03/15/2010	MISC SERVICES	XDNX86JF1	272911	09/2010	1,349.99	

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240-4301-419.29-25	03/15/2010	XDNWJ21P4	XDNWX4X49	273042	09/2010	1,744.49	
03/19/2010	730421	GALLAGHER BENEFIT SERVICES INC	15815			22,875.00	
627-1752-417.35-60	03/17/2010	MISC SERVICES	46922	273345	09/2010	22,875.00	
03/19/2010	730423	GALLES FILTER SERVICE	1397			2,564.59	
601-0000-141.00-00	02/09/2010	MP	199005		08/2010	402.88	
211-3134-433.23-20	02/09/2010	MP	199005	271388	08/2010	16.20	
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601-0000-141.00-00	02/10/2010	MP	199124		08/2010	522.64	
211-3134-433.23-20	02/10/2010	MP	191250	271388	08/2010	55.25-	
601-0000-141.00-00	02/12/2010	MP	199460		08/2010	242.11	
601-0000-141.00-00	02/15/2010	MP	199325		08/2010	127.44	
601-0000-141.71-41	02/22/2010	MP	199462		08/2010	158.83	
601-0000-141.00-00	02/22/2010	MP	199694		08/2010	300.66	
601-0000-141.71-41	02/23/2010	BB	193151-A		08/2010	11.76-	
601-0000-141.71-41	02/23/2010	BB	193151-CC		08/2010	11.76	
541-3122-435.23-20	02/23/2010	MP	199833	271388	08/2010	6.10	
541-3123-435.23-20	02/23/2010	MP	199893	271388	08/2010	18.76	
502-7400-603.24-50	02/26/2010	NONSTOCKING ITEMS-P.U.D.	200137	271388	08/2010	29.22	
601-0000-141.00-00	03/02/2010	MP	199700		09/2010	18.84	
601-0000-141.71-41	03/02/2010	MP	199818		09/2010	64.34	
601-1553-481.24-10	03/02/2010	MP	199712	271388	09/2010	15.32	
601-0000-141.00-00	03/05/2010	MP	199821		09/2010	141.36	
601-0000-141.00-00	03/07/2010	MP	200042		09/2010	288.08	
211-3133-433.23-20	03/07/2010	MP	199403	271388	09/2010	103.09	
541-3122-435.23-20	03/07/2010	MP	199411	271388	09/2010	5.66	
150-2112-421.23-20	03/07/2010	MP	199791	271388	09/2010	14.32	
10-5112-452.23-20	03/07/2010	MP	199817	271388	09/2010	18.28	
541-3122-435.23-20	03/07/2010	MP	199831	271388	09/2010	11.32	
541-3123-435.23-20	03/07/2010	MP	200030	271388	09/2010	23.42	
541-3123-435.23-20	03/07/2010	MP	200107	271388	09/2010	10.06	
541-3123-435.23-20	03/07/2010	MP	200156	271388	09/2010	25.16	
150-2112-421.23-20	03/16/2010	MP	199791 -C	271388	09/2010	15.53-	
150-2112-421.23-20	03/16/2010	MP	199791-AA	271388	09/2010	7.62	
150-2112-421.23-20	03/16/2010	MP	199791-D	271388	09/2010	15.53	
150-2112-421.23-20	03/16/2010	MP	199791-F	271388	09/2010	14.32-	
03/19/2010	730425	GENERAL CONTRACTORS CONSTR	1415			86,132.87	
407-7128-711.94-97	03/15/2010	MISC SERVICES	266985-6	266985	09/2010	86,132.87	
03/19/2010	730426	GENERAL ELECTRIC CAPITAL CORP	19598			9,370.42	
150-2150-421.62-00	03/17/2010	MISC SERVICES	71613484-I	273342	09/2010	395.27	
150-2150-421.61-00	03/17/2010	MISC SERVICES	71613484-P	273342	09/2010	4,289.94	
150-2150-421.61-00	03/17/2010	MISC SERVICES	71647697-I	273342	09/2010	4,289.94	
150-2150-421.62-00	03/17/2010	MISC SERVICES	71647697-P	273342	09/2010	395.27	
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405-7125-711.96-73	03/15/2010	MISC SERVICES	40051	272349	09/2010	18,795.00	

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
03/19/2010	730435	HDR INC	1544			9,656.29	
503-0000-201.10-00	03/16/2010	WO0907 CHEMICAL BLDG MCC	RET RELEASE	264913	09/2010	2,936.27	
416-0000-201.10-00	03/16/2010	WO0807 H1-1 PUMP REPLC	RET RELEASE	255505	09/2010	6,720.02	
03/19/2010	730437	HKM ENGINEERING INC	10883			36,138.62	
205-3131-433.93-10	03/15/2010	WO0821 LAKE ELMO DRIVE	14	261940	09/2010	9,927.50	
840-3184-431.93-10	03/15/2010	WO0821 LAKE ELMO DRIVE	14	261940	09/2010	15,213.21	
490-5161-452.93-70	03/17/2010	WO0307 ALKALI CR	40	250043	09/2010	10,997.91	
03/19/2010	730442	IBM CORPORATION	17251			8,076.80	
10-1414-414.94-80	03/15/2010	MISC SERVICES	6629015	273021	09/2010	8,076.80	
03/19/2010	730444	INLAND TRUCK PARTS CO	1821			2,782.75	
571-7144-713.24-50	03/17/2010	MP	1-13997	273338	09/2010	182.75	
541-3122-435.23-20	03/17/2010	MP	1-14540	273338	09/2010	2,600.00	
03/19/2010	730448	J MARCEL ENTERPRISES	10869			2,800.00	
150-2115-421.22-72	03/15/2010	MISC SERVICES	112002	272256	09/2010	799.96	
709-2191-421.21-20	03/15/2010	MISC SERVICES	112002	272256	09/2010	2,000.04	
03/19/2010	730452	JONES CONSTRUCTION	11314			3,575.00	
10-1220-412.21-90	03/17/2010	MISC SERVICES	2182010	273351	09/2010	2,995.00	
650-1567-487.36-90	03/17/2010	MISC SERVICES	2182010	273351	09/2010	580.00	
03/19/2010	730465	MONTANA DAKOTA UTILITIES CO	2492			3,259.21	
10-5122-451.34-40	03/18/2010	REC	05552021		09/2010	548.20	
150-2221-422.34-40	03/18/2010	FIRE	05597121		09/2010	1,840.73	
502-7400-603.34-40	03/18/2010	PUD	05780623		09/2010	206.31	
10-5122-451.34-40	03/18/2010	REC	05863221		09/2010	226.61	
150-2221-422.34-40	03/18/2010	FIRE	05937321		09/2010	437.36	
03/19/2010	730470	MORRISON MAIERLE INC	2572			28,780.33	
205-0000-201.10-00	03/16/2010	WO0210 BENCH CONNECTION	RET RELEASE	265562	09/2010	28,780.33	
03/19/2010	730474	MT DEQ	16370			52,854.00	
512-8211-621.34-95	03/10/2010	MTR000459	5L1001840	273156	09/2010	1,500.00	
512-8211-621.34-95	03/10/2010	MTR0022586	5L1001841	273156	09/2010	45,774.00	
840-3184-431.39-90	03/10/2010	MTR040001	5L1001843	273156	09/2010	5,580.00	
03/19/2010	730481	NEW WORLD SYSTEMS	8477			22,500.00	
150-2150-421.94-80	03/16/2010	MISC SERVICES	000304 000305	273222	09/2010	3,333.00	
150-2227-422.94-80	03/16/2010	MISC SERVICES	000304 000305	273222	09/2010	1,667.00	
150-2150-421.94-80	03/16/2010	MISC SERVICES	000304 000305	273222	09/2010	12,500.00	
150-2227-422.94-80	03/16/2010	MISC SERVICES	000304 000305	273222	09/2010	5,000.00	
03/19/2010	730482	NEWMAN TRAFFIC SIGNS	2722			3,020.75	
211-3136-433.24-20	03/16/2010	MARKERS, PLAQUES, SIGN, TRAF	TI-0218829	272587	09/2010	3,020.75	
03/19/2010	730485	NORTHWESTERN ENERGY	15771			58,696.91	
571-7143-713.34-10	03/11/2010	ACCOUNT NO: 0100473-8	031110	F10677	09/2010	2,829.55	

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561-7113-711.34-10	03/15/2010	0100483-7	031510	F10684	09/2010	2,232.39
561-7113-711.34-10	03/15/2010	0100484-5	031510	F10684	09/2010	1,859.95
561-7117-711.34-10	03/15/2010	1341295-2	031510	F10684	09/2010	589.23
561-7117-711.34-10	03/15/2010	1341291-1	031510	F10684	09/2010	292.25
561-7117-711.34-10	03/15/2010	1341289-5	031510	F10684	09/2010	25.52
561-7117-711.34-10	03/15/2010	1341288-7	031510	F10684	09/2010	329.46
561-7113-711.34-10	03/15/2010	1647695-4	031510	F10684	09/2010	26.57
561-7117-711.34-10	03/15/2010	1264299-7	031510	F10684	09/2010	459.35
561-7117-711.34-10	03/15/2010	1669567-8	031510	F10684	09/2010	473.61
502-7400-603.34-10	03/16/2010	MISC SERVICES	01004852 MAR10	273302	09/2010	681.53
512-8400-623.34-10	03/16/2010	MISC SERVICES	01005917 MAR10	273302	09/2010	36,653.22
10-5127-451.34-10	03/17/2010	NW PARK/REC/PL	07123870		09/2010	37.92
10-5122-451.34-10	03/17/2010	NW PARK/REC/PL	07125362		09/2010	153.32
10-5122-451.34-10	03/17/2010	NW PARK/REC/PL	07208184		09/2010	39.30
10-5126-451.34-10	03/17/2010	NW PARK/REC/PL	07208218		09/2010	132.53
502-7400-603.34-10	03/17/2010	NW PUD-WATER TREAT	07222649		09/2010	1,244.55
10-5112-452.34-10	03/17/2010	NW PARK/REC/PL	07222870		09/2010	8.45
502-7400-603.34-10	03/17/2010	NW PUD-WATER TREAT	07230402		09/2010	1,919.22
10-5112-452.34-10	03/17/2010	NW PARK/REC/PL	07230451		09/2010	8.45
502-7400-603.34-10	03/17/2010	NW PUD-WATER TREAT	07230592		09/2010	41.98
211-3133-433.34-10	03/17/2010	NW PUBLIC WORKS	08554040		09/2010	8.45
150-2221-422.34-10	03/17/2010	NW FIRE	08715468		09/2010	561.71
10-5112-452.34-10	03/17/2010	NW PARK/REC/PL	09254962		09/2010	255.86
650-1566-487.34-10	03/17/2010		09758087		09/2010	430.59
502-7400-603.34-10	03/17/2010	NW PUD	11164522		09/2010	252.59
561-7117-711.34-10	03/17/2010	NW PUD	11389269		09/2010	90.83
650-1566-487.34-10	03/17/2010	ACCOUNTS PAYABLE	11608023		09/2010	696.78
650-1566-487.34-10	03/17/2010	ACCOUNTS PAYABLE	11608049		09/2010	3,128.70
650-1566-487.34-10	03/17/2010	NW	12693917		09/2010	3,016.64
571-7148-713.34-10	03/17/2010	MET DOWNTOWN TRANS CENTER	17847567		09/2010	216.41
03/19/2010	730495	NORTHWESTERN ENERGY	15784			131,860.32
211-3136-433.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE SIGNALS		09/2010	10,914.11
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712544-6		09/2010	431.29
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810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0721277-2		09/2010	1,669.23
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712553-7		09/2010	1,060.47
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712554-5		09/2010	78.11
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712556-0		09/2010	348.61
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810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712559-4		09/2010	2,242.18
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712560-2		09/2010	1,546.86
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712561-0		09/2010	3,818.81
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712562-8		09/2010	148.02
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712563-6		09/2010	821.77
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712564-4		09/2010	193.36
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712565-1		09/2010	507.56

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
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810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712568-5		09/2010	130.47
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712570-1		09/2010	2,175.28
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712571-9		09/2010	165.20
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712572-7		09/2010	290.03
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712573-5		09/2010	845.94
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712574-3		09/2010	338.37
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712575-0		09/2010	169.19
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712576-8		09/2010	619.50
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712577-6		09/2010	433.64
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712578-4		09/2010	290.03
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712579-2		09/2010	124.88
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712580-0		09/2010	749.26
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712581-8		09/2010	202.92
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712582-6		09/2010	468.29
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712583-4		09/2010	454.30
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712584-2		09/2010	402.31
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712585-9		09/2010	320.04
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712586-7		09/2010	652.58
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712587-5		09/2010	217.53
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712588-3		09/2010	505.18
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712589-1		09/2010	24.06
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712590-9		09/2010	412.98
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810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712593-3		09/2010	1,113.99
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810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712605-5		09/2010	51.59
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712606-3		09/2010	538.20
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810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712608-9		09/2010	773.43
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810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712610-5		09/2010	495.58
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810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712612-1		09/2010	1,032.49
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712613-9		09/2010	867.28
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712614-7		09/2010	289.09
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712615-4		09/2010	36.86
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712616-2		09/2010	227.15

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
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810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712619-6		09/2010	1,474.36
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712620-4		09/2010	516.24
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810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712629-5		09/2010	368.87
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712630-3		09/2010	268.44
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712631-1		09/2010	660.79
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810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712637-8		09/2010	59.66
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712638-6		09/2010	433.64
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712639-4		09/2010	640.44
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712640-2		09/2010	14.92
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810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712642-8		09/2010	29.48
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712643-6		09/2010	289.09
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712644-4		09/2010	330.38
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712645-1		09/2010	214.14
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712646-9		09/2010	474.95
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810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712649-3		09/2010	37.31
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810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712651-9		09/2010	410.54
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810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712657-6		09/2010	89.50
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712658-4		09/2010	1,548.69
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712659-2		09/2010	326.84
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712660-0		09/2010	238.99
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712661-8		09/2010	483.56
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712662-6		09/2010	700.92
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712663-4		09/2010	362.55
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712664-2		09/2010	845.94
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712665-9		09/2010	507.56
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712666-7		09/2010	2,199.43

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
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810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712669-1		09/2010	408.91
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712670-9		09/2010	130.20
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712671-7		09/2010	351.04
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810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 0712678-2		09/2010	73.92
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810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 1481535-1	412.98
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810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 1481537-7	1,109.89
810-3183-431.34-10	03/21/2010	LIGHT MAINT TRANSFER	NWE 1481539-3	185.85
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03/19/2010	730511	RAINBOW EXCAVATION INC	19507	2,500.00
505-7515-609.36-71	03/16/2010	MISC SERVICES	003-10	2,500.00
03/19/2010	730516	RIMROCK FOUNDATION	3210	11,752.01
737-1265-412.23-10	03/17/2010	JAG GRANT EXPENSES-JAN 10	2010-8	57.00
737-1265-412.35-90	03/17/2010	JAG GRANT EXPENSES-JAN 10	2010-8	964.09
737-1265-412.37-30	03/17/2010	JAG GRANT EXPENSES-JAN 10	2010-8	934.82
245-1257-412.35-75	03/17/2010	COUNSELORS-JAN 2010-BAMHC	2010-8	2,670.05
248-1263-412.35-90	03/17/2010	COUNSELORS-JAN 2010-BAMDU	2010-8	7,126.05
03/19/2010	730518	SANDERSON STEWART	20446	4,132.86
463-3161-431.93-10	03/17/2010	SID1389 CLUBHOUSE WAY	4	4,132.86
03/19/2010	730521	SIMPLEXGRINNELL	17250	2,652.23
412-7155-713.94-90	03/04/2010	INVOICE# 40187784	40187784	2,652.23
03/19/2010	730524	SNOWY RANGE RESEARCH	18855	4,665.00
246-1250-412.35-90	03/04/2010	CONSULTING	2010-8	2,500.00
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211-3131-433.22-60	03/12/2010	MISC SERVICES	18351	140.00
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561-7110-711.35-90	03/12/2010	MISC SERVICES	18351	25.00
561-7113-711.35-10	03/12/2010	MISC SERVICES	18351	210.00
571-7142-713.35-10	03/12/2010	MISC SERVICES	18351	180.00
627-1752-417.51-60	03/12/2010	MISC SERVICES	18351	5,692.00
03/19/2010	730536	TOWN & COUNTRY SUPPLY ASSOCIAT	18295	7,745.94
601-0000-141.71-41	03/17/2010	MP	73161	5,200.40

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
150-2226-422.23-10	03/17/2010	FIRE6/DIESEL/3-15-2010	83786 FIRE6	267496	09/2010	230.27	
150-2226-422.23-10	03/17/2010	FIRE1/DIESEL/UNLD/3-15-10	83787 FIRE1	267496	09/2010	1,212.55	
150-2226-422.23-10	03/17/2010	FIRE3/DIESEL/187 GALS	83788 FIRE3	267496	09/2010	430.61	
150-2226-422.23-10	03/17/2010	FIRE5/DIESEL/UNLD/3-15-10	83789 FIRE5	267496	09/2010	672.11	
03/19/2010	730537	TRACTOR & EQUIPMENT	3775			505,943.94	
541-3123-435.94-10	03/15/2010	LANDFILL TRACK TYPE TRACT	B1786101	269875	09/2010	497,816.00	
541-3123-435.23-20	03/15/2010	MP	BLCSO454137	273187	09/2010	51.80	
541-3123-435.23-20	03/16/2010	MP	BLW00115001	273321	09/2010	6,334.50	
541-3123-435.23-20	03/17/2010	MP	BLCS0454243	273350	09/2010	89.82	
541-3123-435.23-20	03/17/2010	MP	BLCS0454242	273353	09/2010	1,651.82	
DATE RANGE TOTAL *						1,097,218.92 *	

Date: 04/12/2010

**TITLE: Resolution of Support for Placing Planning Mill Levy on November General Election Ballot**

**PRESENTED BY:** Candi Beaudry

**Department:** Planning & Community  
Services

**Information**

**PROBLEM/ISSUE STATEMENT**

On March 15, 2010, the Planning Division was directed by the City Council to bring a resolution forward that affirms the Council's support of placing a 1-mill increase of the County-wide planning mill levy on the November 2, 2010 general election ballot. The Board of County Commissioners has the authority to place the levy increase on the election ballot for a county-wide vote and has asked for direction from the Council before it makes a final decision on whether to place the levy on the ballot. The City Council, Board of County Commissioners, and residents of the community continue to demand community planning services to improve quality of life, increase economic prosperity and provide sustainable growth. Current local funding for community planning is not meeting this demand. From coordinating a community workshop on infill, to moving forward with making 2009 legislative changes to the subdivision and zoning regulations, the City-County Planning Division does not have the resources to move these projects forward on a timely schedule.

Aside from minor inflationary adjustments, local revenue has not been increased for community planning since the County-wide planning mill levy was put in place in 1984. The levy currently stands at 1.22 mills. Historically, one quarter of the Planning Division budget is derived from fees, one quarter from the County-wide planning mill levy, and half from Federal planning funds. As fee revenues have declined and remain unpredictable, about \$2 million in Federal funds the community could use for planning has been unspent in the last four years because local funds to match these dollars are not available. Generally, local funds are able to match Federal planning funds on a two to one ratio. That is, for every \$1 of local money spent, 50 cents of Federal money can be leveraged. For some projects, like the Blue Creek Transportation Study or the update to the Heritage Trail Plan, project costs are 100% reimbursed by Federal funds while Planning Division staff time on these projects is usually reimbursed at 50% to 80%.

Reliance on fees results in unpredictable levels of community planning services and creates a situation where developers are subsidizing the cost of planning services that benefit the entire community. The only reliable local source for community planning funds appears to be the County-wide planning mill levy and to move the community forward necessitates an increase in this local funding source.

**ALTERNATIVES ANALYZED**

The City Council, in considering this resolution of support, may do one of the following:

1. Approve the Resolution and support placing the 1-mill increase on the election ballot.
2. Deny the Resolution and not support placing the 1-mill increase on the election ballot.

**FINANCIAL IMPACT**

An increase in the planning mill levy will enable the City and County to provide more community planning and bring more Federal funds to the community. An increase of 1 mill in the County-wide planning mill levy will raise the total annual levy for community planning paid by property owners in Yellowstone County to 2.22 mills, which would cost about \$7 per year for a house valued at \$200,000.

**RECOMMENDATION**

Staff recommends the Mayor and City Council adopt the attached Resolution and support the Board of County Commissioners placing a 1-mill increase on the November 2010 general election ballot for the County Planning Mill Levy.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Link: [Mill Levy Information Sheet](#)

Link: [Resolution of Support](#)

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# County Planning Mill Levy Increase

City Council Meeting, April 12, 2010

## Request: Mayor and City Council support to place a 1-mill increase on the November 2010 general election ballot for the County Planning Mill Levy.

**Limited Planning Budget:** Aside from minor inflationary adjustments, local revenue has not been increased for community planning since the County-wide planning mill levy was put in place in 1984. The levy currently stands at 1.21 mills. Approximately \$2 million in Federal funds the community could use for planning has been unspent in the last four years because local funds to match these dollars are not available.

**Fee-Based Budgeting Unsustainable:** Continued reliance on fee revenue will result in unpredictable levels of community planning services. For example: With no mill levy increase, even with a 4% annual increase in property taxes, a 2% annual fee revenue increase, and a 5% annual personnel cost increase, there is the loss of Alternative Modes Coordinator services, a full-time planner, and half of another planning position by 2014.

**Limited Planning Staff:** The City-County Planning Division is operating with significantly reduced staff from a few years ago when it was able to serve the community’s planning needs at a reasonable level of service.

2007 – 13 full time positions (includes Director), part time Alternative Modes Coordinator

2010 – 8 full time positions (includes Director), contracted for Alternative Modes Coordinator services

**Limited Service:** The Division has been forced to delay or will not accomplish the community’s planning needs:

City Council Strategic Plan Goals - Pending	Planning and Projects – Pending
<p><b>COMPREHENSIVE ORDERLY GROWTH</b>  <b>Priorities:</b></p> <ul style="list-style-type: none"> <li>➤ Infill</li> <li>➤ Annexation</li> <li>➤ Proactive Zoning</li> </ul> <p><b>TRANSPORTATION LINKAGES</b>  <b>Priorities:</b></p> <ul style="list-style-type: none"> <li>➤ Multi-modal and “complete streets”</li> </ul> <p><b>PRESERVATION OF RESOURCES</b>  <b>Priorities:</b></p> <ul style="list-style-type: none"> <li>➤ Trail development, maintenance and connectivity</li> </ul>	<ul style="list-style-type: none"> <li>• Infill Workshop and Policy development</li> <li>• Implementing Workforce Housing Ad Hoc Committee recommendations</li> <li>• 2009 Legislative updates to Subdivision and Zoning Regulations</li> <li>• Correctional Facilities Zoning Amendments</li> <li>• Annexation Policy updates</li> <li>• Zoning Regulations for Wind Turbines</li> <li>• County Road Brochure for Subdivisions</li> <li>• EBURD Master Plan Implementation</li> <li>• West Billings Plan update</li> <li>• Neighborhood Planning</li> <li>• Ongoing Zoning Code Updates/Maintenance</li> <li>• Redevelopment assistance</li> </ul>

### Mill levy increase means:

- Sustainable community planning for Billings and Yellowstone County
- Rapid response to community needs and demands
- Improved livability and economic prosperity

### Great things City-County Planning can achieve for the community:

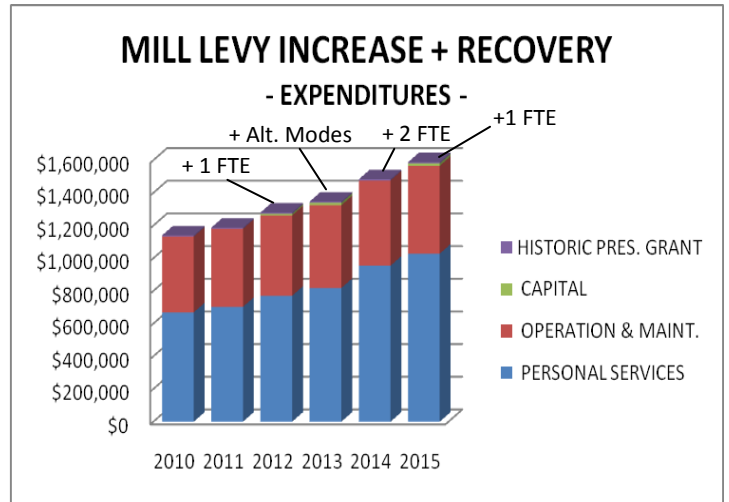
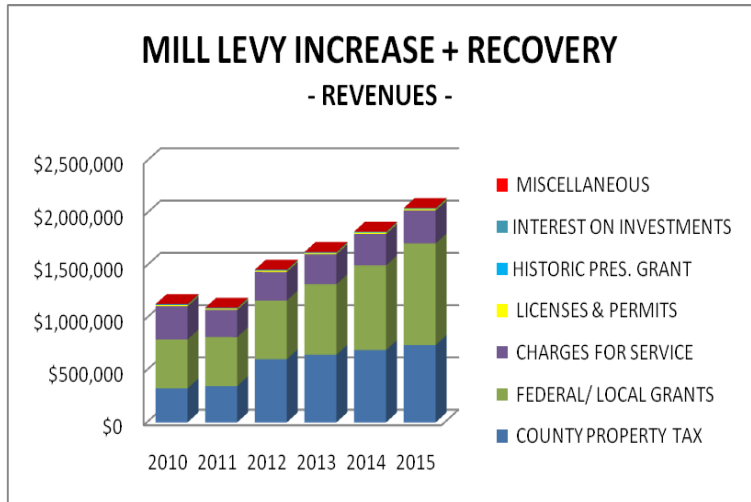
- Coordinate redevelopment projects and plans for the East Billings and the South Billings Boulevard Urban Renewal District.
- Facilitate coordination with School District 2 planning efforts to align with City growth plans.
- Develop zoning and subdivision regulations that enhance the quality of life for County and City residents
- Obtain grants to build bicycle and pedestrian trail
- Meet City Council Strategic Plan goals

# BUDGET SCENARIOS

## MILL LEVY INCREASE + RECOVERY IN 2011

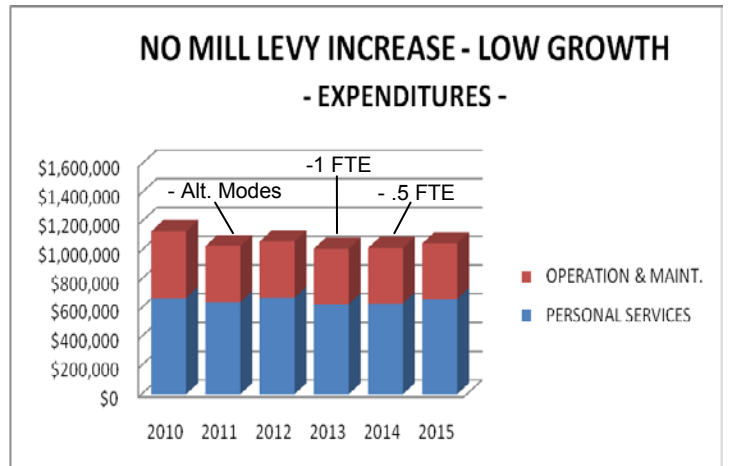
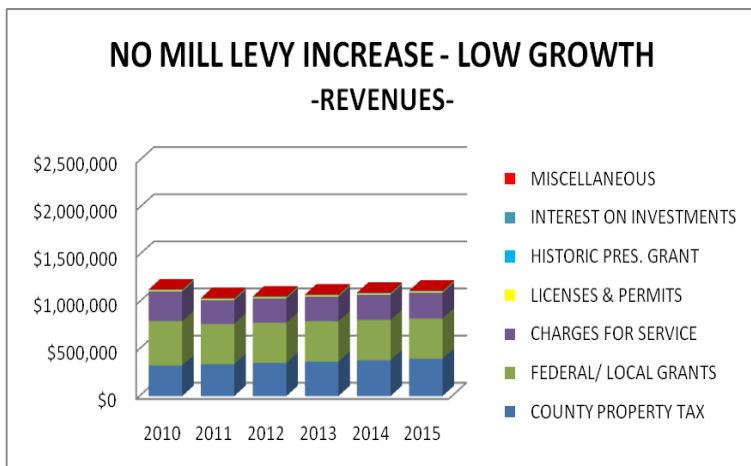
Under this scenario, a 1 mill levy increase is anticipated in 2011 and property tax revenues would increase approximately 7% per year. Fees from applications increase 5% annually. The result of increases in local funding improves the Division's ability to leverage Federal transportation funds by 20% annually.

Personnel expenditures increase annually by 5%, while operating and maintenance expenses increase by 3%. Staff positions would be refilled incrementally beginning in 2012. The Division would be fully staffed by 2015. Reserves would equal 43% of total operating budget, and exceed the recommended reserve limits by 14%.



## NO MILL LEVY INCREASE - LOW GROWTH

This scenario assumes a 4% annual increase in property taxes with no mill levy increase. Application revenues increase slightly at 2% a year, reducing the amount of Federal transportation funding available. Personnel costs continue to rise at 5% annually forcing a cancellation of the Alternative Modes Coordinator service contract in 2011, a full-time planner in 2013 and half of a position in 2014. Reserve amounts steadily decline over the 5-year period to a low in 2015 of \$36,932.



**RESOLUTION NO. 10-\_\_\_\_\_**

A RESOLUTION SUPPORTING A NOVEMBER 2010 BALLOT PROPOSAL BY THE YELLOWSTONE COUNTY COMMISSIONERS SEEKING VOTER APPROVAL OR DISAPPROVAL OF A CITY-COUNTY PLANNING DIVISION MILL LEVY INCREASE OF 1.0 MILL TO PROVIDE COMMUNITY PLANNING AND COUNTY GEOGRAPHIC INFORMATION SYSTEMS SERVICES (GIS) AND INCREASE COMMUNITY ACCESS TO CERTAIN MATCHING FEDERAL TRANSPORTATION PLANNING FUNDS. THE CITY OF LAUREL AND THE LAUREL PLANNING JURISDICTION ARE THE ONLY AREAS OF THE COUNTY NOT INCLUDED IN THIS BALLOT MEASURE

WHEREAS, the City of Billings and Yellowstone County continue to experience population growth, increasing demands from the community for growth management and land use planning, and the continued support of efficient use of public resources, protection of public safety, preservation of property values and sound land use planning. GIS services are also a vital tool for land use planning and also provide public safety, mapping and land analysis information to the City and County; and

WHEREAS, the community planning is currently funded ½ by Federal Transportation Planning funds, ¼ by fees, and ¼ by a County-wide 1.22 mill levy. Revenue from fee-based services is unpredictable while demand for community planning services is increasing, which has resulted in less community planning and a loss of local funds to match Federal Transportation Planning funds for the City and County.

WHEREAS, the demands for exceptional City and County land use planning and growth management exceed the current financial resources available for community planning, and without additional funding, a reduction in community planning services will continue. An additional, permanent 1.0 mill levy providing resources for community planning and increased access to Federal Transportation Planning funds will be of great benefit and will help ensure quality, long-term growth management and land use planning for both the City of Billings and Yellowstone County, Montana; and

WHEREAS, it is currently projected that an additional 1.0 mill levy will cost taxpayers \$1.53 per year for a house valued at \$100,000 or \$3.06 per year for a house valued at \$200,000. Combined with the current 1.22 mill levy, the total estimated cost for a house valued at \$200,000 is about \$6.79 per year. The City Council believes that this minimal cost to the taxpayers will result in exceptional community planning services that are sustainable and will ensure continued public involvement in the growth and development of the City of Billings and Yellowstone County; and

WHEREAS, the authority to place such a ballot issue before the voters is conferred upon the Yellowstone County Commission.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, DOES HEREBY RESOLVE AS FOLLOWS:

The City Council hereby declares its support for a ballot proposal which would require a permanent County mill levy increase from 1.22 mills to 2.22 mills, a total increase of 1.0 mills, specifically to fund community planning and County GIS services. Such a mill levy increase also will result in the City of Billings and Yellowstone County have access to increased Federal Transportation Planning funds. The City Council strongly encourages the Yellowstone County Commission to submit this issue to the registered voters of Yellowstone County, Montana, including the City of Billings. This mill levy increase would not apply to the City of Laurel and the Laurel Planning Jurisdiction.

Passed and approved this \_\_\_\_\_ day of April, 2010.

THE CITY OF BILLINGS:

BY: \_\_\_\_\_  
Thomas W. Hanel, Mayor

ATTEST:

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

**Regular City Council Meeting**

**Regular : 3.**

**Date: 04/12/2010**

**TITLE: Fixing the form and detail of SID 1389**

**PRESENTED BY:** Patrick M. Weber

**Department:** City Hall Administration

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**Information**

**PROBLEM/ISSUE STATEMENT**

On March 8, 2010, City Council approved a resolution awarding the bond sale for Special Improvement District 1389. Royal Johnson purchased the bonds at an interest rate of 6.00%. The attached resolution outlines the form and detail of the bonds.

**ALTERNATIVES ANALYZED**

Council may:

- Approve the resolution
- Not approve the resolution

**FINANCIAL IMPACT**

After the council approves the resolution, the bond closing will take place.

**RECOMMENDATION**

It is recommended that the City Council approve the attached resolution.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Link: [Bond resolution](#)

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CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Yellowstone County, Montana (the "City"), hereby certify that the attached resolution is a true copy of a Resolution entitled: "RESOLUTION RELATING TO \$182,000 SPECIAL IMPROVEMENT DISTRICT NO. 1389 BONDS; 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 April 12, 2010, 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 \_\_\_\_\_ day of April, 2010.

(SEAL)

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

RESOLUTION NO. \_\_\_\_\_

RESOLUTION RELATING TO \$182,000 SPECIAL  
IMPROVEMENT DISTRICT NO. 1389 BONDS; 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. 09-18899, duly adopted by the Council on November 23, 2009, this Council declared its intention to create Special Improvement District No. 1389, for the purpose of financing costs of certain public improvements of special benefit to the properties within the proposed district. Resolution No. 09-18899 designated the number of the District, described the boundaries thereof, stated whether the District was an extended district and stated the general character of the improvements to be made (the “Improvements”) and 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”). After giving notice and conducting a public hearing in accordance with Montana law, the Council pursuant to Resolution No. 09-18902, adopted on December 14, 2009, created the District. The total costs of the Improvements to be constructed in the District, based on bids received by the City, are \$603,255.18. The costs of the Improvements are to be paid from a cash contribution of Ron Hill, the owner of 36 of the 46 lots in the District, currently in the amount of \$447,819.93. The balance of the cost of the Improvements is expected to be paid from proceeds of the City’s special improvement district bonds. The City intends to issue its Special Improvement District No. 1389 Bonds in the aggregate principal amount of \$182,000 (the “Bonds”), which will be used to pay \$155,435.25 of the Improvements, a portion of costs of creation and administration of the District, the funding of a deposit to the City’s Special Improvement District Revolving Fund (the “Revolving Fund”) and the costs of the issuance of the Bonds. The Bonds are to be payable primarily from special assessments to be levied against the 10 parcels of property in the District which have not contributed to the costs of the Improvements (the “Benefited Property”) which property will be specially benefited by the Improvements in an amount not less than \$182,000.

By Resolution No. 09-18902, his Council further found that it is in the public interest, and in the best interest of the City and the District, to secure payment of principal of and interest on the Bonds by the Revolving Fund, 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. Notice of the passage of the Resolution of Intention was given by two publications, with at least six days between publications, in the *Billings Times*, a weekly newspaper of general circulation published within the City. Notice of the passage of the Resolution of Intention was 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 District, listed in their names upon the last completed assessment roll for state, county and school district taxes, at their last known addresses. The notice 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 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 such District, and referred to the Resolution of Intention as being on file in the office of the City Clerk for a description of the boundaries of the District, all in accordance with the provisions of the 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 the 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 Income Tax Regulations promulgated under the Internal Revenue Code.

1.03. Creation of District. At the time and place specified in the notice 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 District, and, after consideration thereof, it was determined and declared that insufficient protests against the creation or extension of the 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 District, and this Council did therefore by Resolution No. 09-18902, adopted on December 14, 2009, create Special Improvement District No. 1389, order the proposed Improvements in accordance with the Resolution of Intention, and confirm the findings it made with respect to the pledge of the Revolving Fund in the Resolution of Intention.

1.04. Construction Contracts. The City will cause or has caused to be constructed certain Improvements as described in Resolution No. 09-18899. Plans, specifications, maps, profiles and surveys for construction of the Improvements to be constructed to benefit the District 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 were published in the official newspaper of the City in accordance with the provisions of Montana Code Annotated, Section 7-12-4141, 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 proposals for the furnishing of all work and materials required for constructing the Improvements in accordance with the approved plans and specifications were the following:

SID No. 1389:

<u>Work</u>	<u>Bidder</u>	<u>Contract Price</u>
Water, Sanitary sewer, storm drain and street improvements for the extension of Clubhouse Way	HL Ostermiller Construction, Inc.	\$444,048.53

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 Montana Code Annotated, Section 7-12-4147, which election the property owners failed to make, 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 connected with and incidental to the formation of the District to the City to be assessed against properties in the District, 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 the deposit of proceeds in the Revolving Fund of \$9,100, are \$182,000. Such amounts will be levied and assessed upon the assessable real property within the District on the basis described in the 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 special improvement district funds created for the District, which funds are to be maintained on the official books and records of the City separate from all other City funds, within the 2010 Special Improvement District Fund (the "District 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, which are to be assessed against the property within the District as provided in the Resolution of Intention, this Council, pursuant to Resolution No. 10-18915, adopted February 22, 2010, called for the public sale of bonds in the total aggregate amount of \$212,000. Subsequent thereto, it was determined that the principal amount of Special Improvement District No. 1389 Bonds to be issued should be \$182,000 (the "Bonds"). The Council has previously approved the revisions to the Notice of Sale dated as of October 10, 2008 (the "Revised Notice of Sale"). Pursuant to and consistent with the Revised Notice of Sale, one (1) bid for the purchase of the Bonds was received at or before the time specified for receipt of bids. The bid has been opened or accessed and publicly read and considered, and the purchase price, interest rates and net interest cost under the terms of the bid has been determined. This Council authorized the City to enter into a contract with Royal C. Johnson, of Billings, Montana (the "Purchaser"), as the lowest, most reasonable bid for the purchase of the Bonds pursuant to which the Purchaser agreed to purchase from the City the Bonds at a purchase price of \$182,000, at the rates of interest set forth in Section 2.01 hereof and upon the further terms set forth in this resolution.

1.07. Recitals. All acts, conditions and things required by the Constitution and laws of the State of Montana, including Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended, 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 incurred in construction of the Improvements, and in anticipation of the collection of special assessments to be levied therefor, and in accordance with the proposal described in Section 1.06, the City shall forthwith issue and deliver to the Purchaser the Bonds payable solely from the District Fund and denominated “Special Improvement District No. 1389 Bonds.” The Bonds shall be in the denomination of \$1,000 each or any integral multiple thereof of single maturities. The Bonds shall mature on July 1 in the years and amounts listed below, and the 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:

Year	Principal Amount	Interest Rate	Year	Principal Amount	Interest Rate
2011	\$ 8,000	6.00%	2019	\$12,000	6.00%
2012	9,000	6.00	2020	13,000	6.00
2013	9,000	6.00	2021	14,000	6.00
2014	10,000	6.00	2022	14,000	6.00
2015	10,000	6.00	2023	16,000	6.00
2016	11,000	6.00	2024	16,000	6.00
2017	11,000	6.00	2025	17,000	6.00
2018	12,000	6.00			

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, 2011, 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 surrender thereof at the principal office of the Registrar (as hereinafter defined), the principal of each Bond, shall be payable by check or draft drawn on the Registrar.

2.04. Registration. The City shall appoint, and shall maintain, a bond registrar, transfer agent and paying agent for the Bonds (the “Registrar”). This Section 2.04 shall establish a system of registration for the Bonds as defined in the Model Public Obligations Registration Act of Montana.

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 the Bonds and the registration of transfers and exchanges of the Bonds entitled to be registered, transferred or exchanged.

(b) 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, 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. No transfer or exchange of a Bond shall affect its order of registration for purposes of redemption pursuant to Section 2.06.

(c) 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.

(d) 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.

(e) 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.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name any Bond is at any time registered in 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.

(g) Taxes, Fees and Charges. For every transfer of Bonds or exchange of Bonds (except an exchange upon a 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.

(h) 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. Initial Registrar. The City hereby appoints the Financial Services Manager, to act as bond registrar, transfer agent and paying agent (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, but the City agrees to pay the reasonable and customary charges of the Registrar for the services performed.

2.06. Redemption.

(a) Mandatory Redemption. If on any interest payment date there will be a balance in the District Fund after payment of the principal and interest due on all Bonds drawn against it, either from the prepayment of special assessments levied in the District or from the transfer of surplus money from the Construction Account to the Principal Account as provided in Section 3.02 or otherwise, the Financial Services Manager shall call for redemption on the interest payment date the outstanding principal amount of the Bonds, 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 District Fund on that date. The redemption price shall equal the amount of the principal amount of the Bonds to be redeemed plus interest accrued to the date of redemption.

(b) Optional Redemption. The Bonds are subject to redemption, in whole or in part, at the option of the City from sources of funds available therefor other than those described in Subsection (a) of this Section 2.06 on any interest payment date on July 1, 2017, and any date thereafter, at the option of the City, in whole or in part, at a redemption price equal to the principal amount thereof to be redeemed plus interest accrued to the redemption date, without premium.

(c) Selection of Bonds for Redemption. If less than all of the Bonds are to be redeemed, Bonds shall be redeemed in order of the stated maturities thereof. If less than all Bonds of a stated maturity are to be redeemed, the Bonds of such maturity shall be selected for redemption in \$1,000 principal amounts selected by the Registrar by lot or other manner it deems fair.

(d) Notice and Effect of Redemption. The date of redemption and the principal amount of the Bonds shall be fixed by the Financial Services Manager, who shall give

notice thereof to the Registrar in sufficient time for the Registrar to give notice, by first class mail, postage prepaid, or by other means required by the securities depository, to the owner or owners of such Bonds at their addresses appearing in 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 thirty (30) days after the date of mailing notice. On the date so fixed interest on the Bonds or portions thereof so redeemed shall cease.

2.09. Execution, Registration and Delivery. The Bonds shall be prepared under the direction of the City Clerk and shall be executed on behalf of the City by the signatures of the Mayor, Financial Services Manager and the City Clerk and sealed with the official seal of the City; provided that the signatures and the corporate seal 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 the Bonds, 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 a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. The executed certificate of authentication on the Bonds shall be conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so executed, authenticated and registered, it 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. The Purchaser shall not be obligated to see to the application of the purchase price, but from the net proceeds of the Bonds the Financial Services Manager shall credit forthwith \$9,100 to the Revolving Fund, as required by Section 7-12-4169(2) of the Act, any accrued interest to the Interest Account in the District Fund, and the balance of such proceeds to the Construction Account in the District Account, in proportion to the principal amounts of the Bonds allocable to the District, as set forth in Section 1.05, to be used solely for the purposes described in Section 3.02.

2.08. Form. The Bonds shall be drawn 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.

### Section 3. District Fund; Assessments.

3.01. District Fund. There is hereby created and established the District Fund designated as the “2010 Special Improvement District Fund,” which shall be maintained by the Financial Services Manager on the books and records of the City separate and apart from all other funds of the City. Within the District Fund there shall be maintained a separate account for SID No. 1389 (the “District Account”). Within the District Account there shall be maintained three separate accounts, designated as the “Construction Account,” “Principal Account” and “Interest Account,” respectively.

3.02. Construction Account. There shall be credited to the Construction Account in the District Account the proceeds of the sale of the Bonds attributable to the District as provided in Section 1.05. Any earnings on investment of money in the Construction Account shall be retained therein. All costs and expenses of constructing the Improvements to be paid from proceeds of the Bonds shall be paid from time to time as incurred and allowed from the Construction Account in accordance with the provisions of applicable law, and money in the Construction Account 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 the Construction Account shall be transferred to the Principal Account in the District Account and used to redeem the Bonds as provided in Section 3.03.

3.03. Principal Account and Interest Account. Money in the Principal Account and the Interest Account shall be used only for payment of the principal of and interest on the Bonds as such payments become due or to redeem Bonds. From the proceeds of the Bonds, there shall be deposited in the Interest Account any interest on the Bonds accrued to the date of their delivery, pro rata, in proportion to the principal amount of Bonds issued for such District as set forth in Section 1.06.

Upon collection of the installment of principal and interest due on November 30 and May 31 of each fiscal year on the special assessments to be levied with respect to the Improvements in the District, the Financial Services Manager shall credit to the Interest Account in the District Account so much of said special assessments as is collected as interest payment and the balance thereof to the Principal 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 Account. All money in the Interest Account and the Principal Account shall be used first to pay interest due, and any remaining money shall be used to pay the Bonds then due and, if money is available, to redeem the principal amounts of the Bonds in accordance with Section 2.06; provided that any money transferred to the Principal Account from the Construction Account pursuant to Section 3.02 shall be applied to redeem the principal amounts of the Bonds to the extent possible on the next interest payment date for which notice of redemption may properly be given pursuant to Section 2.06. Redemption of the Bonds shall be as provided in Section 2.06, and interest shall be paid as accrued thereon 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 each of the District Account in an amount sufficient to make good any deficiency then existing in the Interest Account in the District Account, and shall issue an order authorizing a loan or advance from the Revolving Fund to the District Account in an amount sufficient to make good any deficiency then existing in the Principal Account of the District Account, in such order and in each case to the extent that money is available in the Revolving Fund. A deficiency shall be deemed to exist in a Principal Account or an Interest Account in a District Account if the money on deposit therein on any December 15 or June 15 (excluding amounts in the Principal Account representing prepaid special assessments) is less than the amount necessary to pay the principal

and interest due (other than upon redemption), and interest on the Bonds payable, 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 as authorized by Montana Code Annotated, Section 7-12-4222. 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 district bonds or warrants of the City is not sufficient to make good all deficiencies then existing in the special improvement district 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 of the special improvement districts 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 district bonds or 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 district 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 lent or advanced to the special improvement district funds for payment and redemption of bonds to the extent the special improvement district 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 the 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 all principal of the Bonds and interest thereon are fully paid:

4.01. Compliance with Resolution. The City will hold the District 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 District 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 and bonds referred to in Section 1.04 and to ensure the completion of the Improvements for the benefit of the District 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 District Account and within the amount of the proceeds of the Bonds appropriated thereto.

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 Benefited Property within the boundaries of the

District 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 \$182,000 for the District. Such special assessments shall be levied on the basis or bases prescribed in the Resolution 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 2010 through 2024, and on the 31st day of May in the years 2011 through 2025, 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, 2011. 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 Montana Code Annotated, Section 7-12-4191. 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 Montana Code Annotated, Section 7-12-4186. 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 such Bonds, as provided in Montana Code Annotated, Sections 7-12-4205 and 7-12-4206, or if refunding bonds are issued and the principal amount of the outstanding Bonds of the District is decreased or increased, the City will reduce or increase, respectively, the assessments levied in the District and then outstanding pro rata by the principal amount of such prepayment or the increment above or below the outstanding principal amount of 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 Montana Code Annotated, Sections 7-12-4176 through 7-12-4178.

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 District, 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 on property in the District for costs of the Improvements, unless the City determines, by resolution of the City 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 Financial Services Manager, 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 Financial Services Manager, 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. “Qualified Tax-Exempt Obligations.” Pursuant to Section 265(b)(3)(B)(ii) of the Code, the City hereby designates the Bonds as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code. [The City has not designated any obligations in 2010 other than the Bonds under Section 265(b)(3).] The City hereby represents that it does not anticipate that obligations bearing interest not includable in gross income for purposes of federal income taxation under Section 103 of the Code (including refunding obligations as provided in Section 265(b)(3) of the Code and including “qualified 501(c)(3) bonds” but excluding other “private activity bonds,” as defined in Sections 141(a) and 145(a) of the Code) will be issued by or on behalf of the City and all “subordinate entities” of the City in 2010 in an amount greater than \$30,000,000.

5.06. Information Reporting. The City shall file with the Secretary of the Treasury, not later than August 15, 2010, 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. Discharge.

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 such obligations 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 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 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 according to 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 12th day of April, 2010.

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

(SEAL)

EXHIBIT A

UNITED STATES OF AMERICA  
STATE OF MONTANA  
YELLOWSTONE COUNTY

**CITY OF BILLINGS**

SPECIAL IMPROVEMENT DISTRICT NO. 1389 BONDS

Interest at the rate per annum specified below,  
payable on the 1<sup>st</sup> day of January and the 1<sup>st</sup> day of July  
in each year, commencing January 1, 2011.

No. R-\_\_ \$ \_\_\_\_\_

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>
6.00%	July 1, 2025	[____], 2010

REGISTERED OWNER: ROYAL C. JOHNSON

PRINCIPAL AMOUNT: AND NO/100 DOLLARS

FOR VALUE RECEIVED, the City of Billings, Yellowstone County, Montana, 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 April 12, 2010 (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 registration of this Bond, as expressed herein, 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 Financial Services Manager. Interest on this Bond is payable semiannually, commencing January 1, 2011, on the first day of January and the first day of July in each year, to the owner of record of this Bond appearing as such in the bond register as of the close of business on the 15th day (whether or not such is a business day) of the immediately preceding month. Interest on and, upon presentation and surrender hereof at the operations center of the bond registrar and paying agent hereinafter named, the principal of this Bond are payable by check or draft of the Financial Services Manager, as Bond Registrar and Paying Agent, at his address as it appears on the bond register maintained by the Bond Registrar. The principal of and interest on this Bond are payable in lawful money of the United States of America.

This Bond is one of an issue in the aggregate principal amount of \$182,000 (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 the costs of certain local improvements (the “Improvements”) for the special benefit of property located in Special Improvement District No. 1389 (the “District”) of the City. The Bonds are issuable only as fully registered bonds of single maturities in denominations of \$1,000 or any integral multiple thereof. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

This Bond is payable from the collection of a special tax or assessment levied upon all Benefited Property (as defined in the Resolution) within the boundaries of the District, in an aggregate principal amount of not less than \$182,000, 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 Special Improvement District No. 1389 Fund of the City (the “District Fund”). The Bonds are not a general obligation of the City.

The City has also validly established a Special Improvement District Revolving Fund (the “Revolving Fund”) to secure the payment of certain of its special improvement district bonds, including the Bonds. The City has also agreed, to the extent permitted by the Act, to issue orders annually authorizing loans or advances from the Revolving Fund to the District Fund, in amounts sufficient to make good any deficiency in the District Fund to pay principal of or interest on the Bonds, to the extent that funds are available in the Revolving Fund, and to provide funds for the Revolving Fund by annually making a tax levy or loan from its general fund in an amount sufficient for that purpose, 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 district bonds secured thereby and 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.

The Bonds are subject to mandatory redemption in order of stated maturities and within a stated maturity in \$1,000 principal amounts selected by lot or other manner deemed fair by the Registrar on any interest payment date if, after paying all principal and interest then due on the Bonds, there are funds to the credit of the District Fund, from the prepayment of assessments levied in the District or from surplus proceeds of the Bonds not required to pay costs of the Improvements, for the redemption thereof, and in the manner provided for the redemption of the same. In addition, the Bonds are subject to redemption on any interest payment date on July 1, 2017, and any date thereafter, at the option of the City, in whole or in part, at a redemption price equal to the principal amount thereof to be redeemed plus interest accrued to the redemption date, without premium. The redemption price is equal to the principal amount of the Bonds or portions thereof to be redeemed plus interest accrued thereon to the date of redemption. The date of redemption and principal amount shall be fixed by the Financial Services Manager, who shall

give notice, by first class mail, postage prepaid, or by other means required by the securities depository, to the owner of such Bond at its address shown on the bond register, of the Bonds to be redeemed and the date on which payment will be made, which date shall not be less than thirty (30) days after the date of mailing of notice, on which date so fixed interest shall cease. 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 will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

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 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 thereof; and that the opinion attached hereto is a true copy of the legal opinion given by Bond Counsel with reference to the Bonds, dated the date of original issuance and delivery of the Bonds.

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 herein shall have been executed by the Registrar by the manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Billings, Yellowstone County, Montana, by its City Council, has caused this Bond and the certificate on the reverse hereof to be executed by the

facsimile signatures of the Mayor, the Financial Services Manager 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)  
FINANCIAL SERVICES MANAGER

(Facsimile Signature)  
CITY CLERK

CERTIFICATE OF AUTHENTICATION

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

CITY OF BILLINGS, MONTANA,  
as Registrar

By \_\_\_\_\_  
Financial Services Manager

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 Transfers to Minors  
Act .....  
(State)

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

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 Bond Registrar, which requirements include membership or participation in STAMP or such other “signature guaranty program” as may be determined by the Bond Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

EXHIBIT B  
[FORM OF DTC LETTER]

**Date: 04/12/2010**

**TITLE: Public Hearing for Site Development Ordinance Variance # CC -10-01**

**PRESENTED BY:** David Mumford

**Department:** Public Works

**Information**

**PROBLEM/ISSUE STATEMENT**

Dan Marsich requests a variance from Section 1208 (h) (5) of the site development ordinance pertaining to the number of curb cuts allowed by regulations. The developer is currently constructing a new apartment complex called Riverfront Pointe Cottages which consists of 31 units and is located along the north side of Frontier Drive. The units are addressed as 5319 – 5435 Frontier Drive, and are located on Lot 3, Block 1, of Riverfront Pointe Subdivision. The Cottage Complex is located approximately 1100 feet east of Mullowney Lane. Three curb cuts are allowed by code across the Frontier Drive property frontage. The applicant proposes four curb cuts. Attachment C shows the proposed approach locations.

**ALTERNATIVES ANALYZED**

The City Council may:

- Approve the variance. Approval of this variance will allow one additional curb cut beyond those allowed by the City Code with
  - no conditions or restrictions; or
- Do not approve the variance. If this variance is denied, the owner’s options to meet the requirements of the Site Development Ordinances will require redesign of the facility with a reduction in the number of curb cuts allowed by City Code.

**FINANCIAL IMPACT**

There is no direct financial impact to the City. Advertising costs for the public hearing are offset by the variance application fee.

**BACKGROUND**

Sanderson Stewart has submitted an application (Attachment A) and has provided a letter (Attachment B) requesting a variance from City Code Section 1208 (h) (5) for an increase in the number of allowable curb cuts. Sanderson Stewart is the design engineer for the Riverfront Pointe Cottages and has provided a Proposed Final Site Plan Layout (Attachment C) showing the placement of the proposed curb cuts.

Section 6-1208 (h) Allowable curb cut widths:

(5) Frontages of sixty (60) feet or less shall be limited to one (1) driveway. Not more than two (2) driveways shall be provided to any single property tract or business establishment, except where the property frontage exceeds six-hundred (600) feet, there may be one (1) additional driveway for each additional three hundred (300) feet of frontage. In cases where parcels have more than one street frontage, each frontage shall be treated separately when determining the allowed number of driveways.

The frontage of Lot 3 along Frontier Drive is approximately 730 feet. In accordance with the Section 6-1208 Curb Cut Regulation, the developer currently would be allowed two curb cuts for the first 600 feet and an additional curb cut for the next 300 feet of frontage or a total of three curb cuts along the Frontier Drive frontage of Lot 3.

The current design does reduce the number of curb cuts that would be needed to service 31 units if these

were individual lots.

Therefore, Sanderson Stewart, on behalf of the developer of the property, Dan Marsich, is requesting a variance from City Code Section 1208 (h) (5) for an increase in the number of allowable curb cuts.

**CONSISTENCY WITH ADOPTED POLICIES OR PLANS**

The City Council recently approved a variance for Dan Marsich and similar design for the adjacent Lot 2, Block 1, of Riverfront Pointe Subdivision. Lot 2 was the first phase of the Riverfront Pointe Cottages.

**RECOMMENDATION**

Staff recommends that Council approve the variance allowing the additional curb cut.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Link: [Riverfront Pointe Cottages - Phase II - Variance # CC 10 - 01 - Attachment A](#)

Link: [Riverfront Pointe Cottages - Phase II - Variance # CC 10 - 01 - Attachment B](#)

Link: [Riverfront Pointe Cottages - Phase II - Variance # CC 10 - 01 - Attachment C](#)

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Application # \_\_\_\_\_

### APPLICATION FOR VARIANCE

1. Legal description of property: Lot 3, Block 1  
Riverfront Pointe Subdivision

2. Address (if unknown, contact the City Engineer's office) or  
general location: 5345 Frontier Dr.

3. Owner(s): Daniel W Massey JR  
(Recorded Owner)  
4251 Jackson Billings MT 59102  
(Address) 855-7309  
(Phone Number)


4. Agent(s): Sanderson Stewart  
(Name)  
1300 Transtech Way, Billings, MT 59102  
(Address)  
(406) 656-5255  
(Phone Number)

5. Section of the Site Development Ordinance that this request  
for variance applies to: Article 6-1208(5)

6. Reason for request: See attached letter to Mr. Wayne  
Ware dated 2/13/10.

7. Covenants for deed restrictions on the property: Yes  No   
(if yes, please include a copy)

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

Signature:  Date: 3/8/10  
(Recorded Agent)

Fee: \$60.00 Receipt #: \_\_\_\_\_

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

February 4, 2010

Mr. Wayne Ware  
Senior Engineering Technician  
City of Billings – Public Works Department  
2224 Montana Avenue  
Billings, MT 59101

Reference: River Point Cottages II  
Variance Request for Number of Drive Approaches  
Project No. 75052.65

Dear Mr. Ware:

On behalf of our client, we are requesting a variance for the number of drive approaches for the River Point Cottages II on Frontier Drive. The development is located on Lot 3, Block 1 of Riverfront Pointe Subdivision. The requested variance is to incorporate 4 drive approaches on Lot 3, Block 1 of Riverfront Pointe Subdivision, which is 2 more than allowed by the municipal code, but less than the number of approaches required for similar single-family residential lots on the south side of Frontier Drive. Attached is a site exhibit and fee of \$60.00 for the variance request.

As stated in the City of Billings Municipal Code (Article 6-1208(5)), not more than two (2) driveways shall be provided to any single property tract or business establishment, except where the property frontage exceeds six-hundred (600) feet, there may be one (1) additional driveway for each additional three hundred (300) feet of frontage.

The proposed development has 730 feet of frontage within Lot 3, which by code may contain 2 drive approaches. Because of the dimensions of the lot, the proposed layout was developed in order to maximize the beneficial use of the site by sharing common drive approaches with groups of dwelling units and minimizing the total number of approaches. Each proposed drive approach has between 6 and 11 dwelling units.

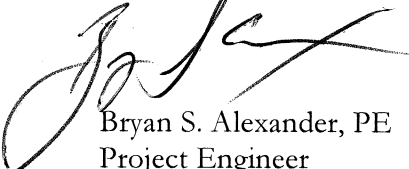
The drive approaches are spaced a minimum of 170 feet apart within the site, while the single-family lots located along Frontier Drive to the south and east have a lot frontage of about 75 feet on average, each having a drive approach. Therefore, the number of drive approaches proposed is minimal when compared to similar single-family lots in the area. Additionally, Frontier Drive is a residential street with a low speed limit and traffic flows that will be typical of other residential streets; therefore, impact of the proposed drive approaches should be minimal.

1300 North Transtech Way  
Billings, Montana 59102  
Phone 406.656.5255  
Fax 406.656.0967  
[www.sandersonstewart.com](http://www.sandersonstewart.com)

Mr. Wayne Ware  
February 4, 2010  
Page 2

Please provide a variance application for the number of drive approaches for the River Point Cottages II to the City Council. Please feel free to contact me if you have any questions concerning this matter.

Sincerely,



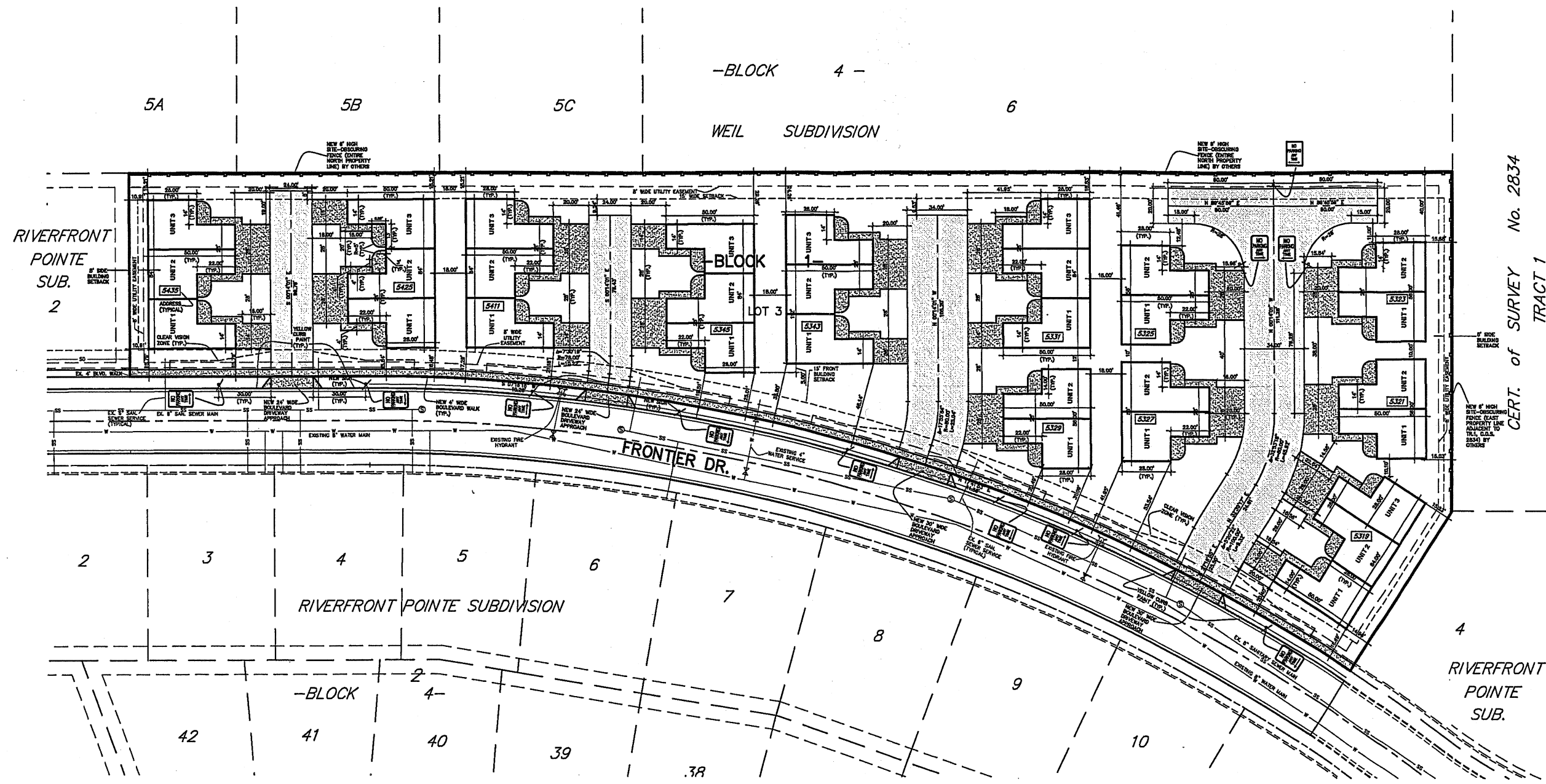
Bryan S. Alexander, PE  
Project Engineer

BSA/tsc

Enc.

c: Dan Marsich

P:75052.65\_Ware\_Variance\_Ltr\_020410



-BLOCK 4-

WEIL SUBDIVISION

CERT. of SURVEY No. 2834  
TRACT 1

RIVERFRONT POINTE SUBDIVISION

-BLOCK 4-

RIVERFRONT POINTE SUB.



SCALE 1" = 30'

NOTE:  
-EXISTING UNDERGROUND INSTALLATIONS & PRIVATE UTILITIES SHOWN ARE INDICATED ACCORDING TO THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF SUCH INFORMATION. SERVICE LINES (WATER, POWER, GAS, STORM, SEWER, TELEPHONE & TELEVISION) MAY NOT BE STRAIGHT LINES OR AS INDICATED ON THE PLANS. STATE LAW REQUIRES CONTRACTOR TO CALL ALL UTILITY COMPANIES BEFORE EXCAVATION FOR EXACT LOCATIONS.  
-ALL IMPROVEMENTS SHALL BE PERFORMED IN ACCORDANCE WITH MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS 5TH EDITION, MARCH, 2003, AND THE CITY OF BILLINGS STANDARD MODIFICATIONS, DATED MARCH, 2006; CITY OF BILLINGS STANDARD MODIFICATIONS MANUAL UPDATES, JUNE 3, 2008  
-UNLESS OTHERWISE SPECIFIED, ALL CONSTRUCTION LAYOUT AND STAKING SHALL BE PERFORMED UNDER THE RESPONSIBLE CHARGE OF A LAND SURVEYOR LICENSED IN THE STATE OF MONTANA AND BY A PARTY CHIEF OR ENGINEERING TECHNICIAN EXPERIENCED IN CONSTRUCTION LAYOUT AND STAKING TECHNIQUES AS ARE REQUIRED BY THE SPECIFIC TYPE OF WORK BEING PERFORMED.  
-ADDRESS NUMBERS SHALL BE LOCATED ON BUILDING FACING FRONTIER DR. OR ON A SMALL DIRECTIONAL SIGN LOCATED NEAR THE INTERSECTION OF EACH PRIVATE DRIVE & FRONTIER DR. UNIT NUMBERS SHALL FACE THE PRIVATE DRIVES.

**SANDERSON STEWART**  
www.sandersonstewart.com

RIVER POINT COTTAGES II  
LOT 3, BLOCK 1  
RIVERFRONT POINTE SUBDIVISION  
BILLINGS, MONTANA  
VARIANCE EXHIBIT

C.A.D.	BEG
DATE:	2/3/10
REVISIONS:	
APPROVED BY:	BSA
QUALITY ASSURANCE:	
SCALE:	1"=30'
FILE:	75052.65
PROJECT NO.:	BASE-LOTS- RIVERFRONT
SHEET	1 OF 1

Date: 04/12/2010

TITLE: W.O. 04-12--Phase 3, Alkali Creek Road Maintenance and Slope Reconstruction, Resolution Ordering in Improvements

PRESENTED BY: David Mumford

Department: Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

W.O. 04-12 will relocate Alkali Creek to the north, reconstruct the north slopes, construct wider shoulders along the Alkali Creek Roadway, and resurface Alkali Creek Road between the BBWA siphon crossing and a point east of Morningside Land near Aronson Avenue. As part of the project, curb, gutter, drive approaches, and a multi-use path will be constructed. On March 22, 2010, Council set a public hearing date for April 12, 2010, and approved a Resolution of Intention for the adjacent property owners to be assessed for the improvements in front of their properties. This memo includes the Resolution related to these assessments.

**ALTERNATIVES ANALYZED**

The Council may:

- Approve the Resolution ordering in certain local improvements along Alkali Creek Road as part of W.O. 04-12--Phase 3;
- or
- Do not approve the Resolution ordering in certain local improvements along Alkali Creek Road as part of W.O. 04-12--Phase 3.

**FINANCIAL IMPACT**

Adjacent property owners will be assessed for improvements in front of their properties. These typically include curb and gutter, one-half of the width of the multi-use path, minimal pavement widening, and drive approaches. The estimated costs of these proposed improvements, excluding bond interest charges, total \$115,000. Assessments will be levied against 16 separate lots, with an average assessment of \$7,187.48 per lot.

Additional and more detailed financial information can be found in the Resolution. The remainder of the project is being funded from ARRA funds, storm drain funds, and arterial fees.

**RECOMMENDATION**

Staff recommends that Council approve the Resolution ordering in certain local improvements along Alkali Creek Road as part of W.O. 04-12--Phase 3.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Link: [Resolution Ordering in Improvements for W.O. 04-12--Phase 3](#)

Link: [Resolution Exhibit A](#)

Link: [Resolution Exhibit B](#)

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A RESOLUTION RELATING TO **W.O. 04-12—PHASE 3, ALKALI CREEK ROAD MAINTENANCE AND SLOPE RECONSTRUCTION**; ORDERING THE PROGRAM FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SIDEWALK, CURB AND GUTTER IMPROVEMENT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND AND ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE.

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

**Section 1. Passage of Resolution of Intention.** This Council, on **March 22, 2010**, adopted Resolution No. **10-18918** (the "Resolution of Intention"), pursuant to which this Council declared its intention to order in certain sidewalks, curb, gutter and street improvements, designated as **W.O. 04-12—Phase 3** (the "Project") of the City, under Montana Code Annotated, Title 7, Chapter 14, Part 41, as amended, for the purpose of financing the costs of certain local improvements described generally therein (the "Improvements") and paying costs incidental thereto, including costs associated with the sale and the security of sidewalk, curb and sidewalk, curb and gutter improvement bonds drawn on the Project (the "Bonds"), the creation and administration of the Project, and the funding of a deposit to the City's Special Improvement District Revolving Fund (the "Revolving Fund").

**Section 2. Notice and Public Hearing.** Notice of passage of the Resolution of Intention was duly published and mailed in all respects in accordance with law, and on **April 12, 2010**, this Council conducted a public hearing on the ordering in of the Project and the making of the Improvements.

**Section 3. Order.** It is hereby ordered that the following improvements shall be constructed, reconstructed, repaired, and/or replaced:

See Exhibit "A" attached hereto.

**Section 4. Affected Properties.** All properties which will be required to pay any portion of the costs of the improvements identified herein are identified in Exhibit "B" attached hereto.

**Section 5. Reimbursement Expenditures.**

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

5.02. Prior Expenditures. Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds, (ii) expenditures permitted to be reimbursed under the transitional provisions contained in Section 1.150-2(j) (2) of the Regulations, (iii) expenditures constituting preliminary

expenditures within the meaning of Section 1.150-2(f)(2) of the Regulations, or (iv) expenditures in a “de minimus” amount (as defined in Section 1.150-2(f)(1) of the Regulations), no expenditures for the Improvements have been paid by the City before the date 60 days before the date of adoption of this resolution.

5.03. Declaration of Intent. The City reasonably expects to reimburse the expenditures made for costs of the Improvements out of the proceeds of Bonds in an estimated maximum aggregate principal amount of **\$115,000** after the date of payment of all or a portion of the costs of the Improvements. All reimbursed expenditures shall be capital expenditures, a cost of issuance of the Bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations.

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

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

**Section 6. Property Owner Option to Construct Improvements.** Notice of passage of this Resolution shall be mailed to all affected property owners and said owners shall have thirty (30) days from the date of said Notice in which to install the ordered improvements at their cost and expense. In the event the owners do not take said action within the said thirty (30) day period, the City will install the improvements and will assess the costs thereof, all costs of administration and engineering and all bond issuance costs against the real property.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this 12<sup>th</sup> day of April, 2010.

THE CITY OF BILLINGS:

BY \_\_\_\_\_  
Thomas W. Hanel, MAYOR

ATTEST:

BY \_\_\_\_\_  
Cari Martin, CITY CLERK

# Exhibit "A"

## Location of Work

### W.O. 04-12 PHASE 3, ALKALI CREEK ROAD MAINTENANCE AND SLOPE RECONSTRUCTION

Construction of street, curb and gutter, multi-use path along the Alkali Creek Road from Black Pine Street to just west of Aronson Avenue.

#### **Properties being assessed**

#### **Curb & Gutter, Drive Aprons and Multi-use path:**

215 East Alkali Creek Road \* 227 East Alkali Creek Road \* 235 East Alkali Creek Road \*  
Morningside Homes Condo Development

#### **Curb & Gutter, and Drive Apron:**

204 East Alkali Creek Road

**WO 04-12 Phase 3, Alkali Creek Road Maintenance and Slope Reconstruction  
Exhibit B**

<b>Tax Code</b>	<b>SID #</b>	<b>SID Pay-off</b>	<b>Delinquent</b>	<b>WO 10-18 Assessment</b>	<b>SID Pay-off + Delinquent + WO 10-18- Assessment</b>	<b>Estimated Market Value</b>
A10565A				\$ 6,555.96	\$ 6,555.96	\$ 159,060.00
A10567				\$ 6,955.07	\$ 6,955.07	\$ 201,564.00
A10567A				\$ 7,197.53	\$ 7,197.53	\$ 94,974.00
A13373				\$ 9,782.33	\$ 9,782.33	\$ 77,154.00
C12209				\$ 7,042.40	\$ 7,042.40	\$ 24,972.00
C12210				\$ 7,042.40	\$ 7,042.40	\$ 245,322.00
C12211				\$ 7,042.40	\$ 7,042.40	\$ 509,315.00
C12212				\$ 7,042.40	\$ 7,042.40	\$ 260,238.00
C12213				\$ 7,042.40	\$ 7,042.40	\$ 35,330.00
C12214				\$ 7,042.40	\$ 7,042.40	\$ 232,320.00
C12215				\$ 7,042.40	\$ 7,042.40	\$ 37,900.00
C12216				\$ 7,042.40	\$ 7,042.40	\$ 323,796.00
C12217				\$ 7,042.40	\$ 7,042.40	\$ 235,092.00
C12219				\$ 7,042.40	\$ 7,042.40	\$ 229,020.00
C12220				\$ 7,042.40	\$ 7,042.40	\$ 396,393.00
C12221				\$ 7,042.40	\$ 7,042.40	\$ 195,426.00
			Average	\$ 7,187.48	\$ 7,187.48	\$ 203,617.25
			Median	\$ 7,042.40	\$ 7,042.40	\$ 215,292.00
			Low	\$ 6,555.96	\$ 6,555.96	\$ 24,972.00
			High	\$ 9,782.33	\$ 9,782.33	\$ 509,315.00
			Total	\$ 114,999.69	\$ 114,999.69	\$ 3,257,876.00

Date: 04/12/2010

TITLE: W.O. 08-21 Lake Elmo Drive - Main St to Wicks Ln - Public Hearing and Resolution  
Ordering Improvements

PRESENTED BY: David Mumford

Department: Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

On March 22, 2010, Council passed a Resolution of Intent for this project and established a Public Hearing date of April 12, 2010. After conducting the Public Hearing, in order to proceed with construction of the project, Council must pass a resolution ordering construction of improvements.

This project was developed to improve the street and provide a pedestrian facility on Lake Elmo Drive from Main Street to Wicks Lane. The project will include street reconstruction with turn lanes, pavement overlay, curb, gutter, sidewalk, approaches, storm drain improvements, and asphalt multi-use trail.

**ALTERNATIVES ANALYZED**

The Council may:

- Pass a resolution ordering construction of the improvements; or
- Do not pass a resolution ordering construction of the improvements.

**FINANCIAL IMPACT**

The proposed project is funded through multiple sources, including direct property assessments for a total estimated project cost of \$2,744,903 as follows:

Estimated Assessed Costs \$472,000

CTEP \$552,591

Storm Drain Funds \$510,000

Gas Tax Funds \$1,655,000

Funding for the proposed project is included in the Fiscal Year 2010 budget.

**RECOMMENDATION**

Staff recommends that Council pass a resolution ordering construction of the improvements identified in Work Order 08-21, Lake Elmo Drive - Main St to Wicks Ln.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Link: [ROI](#)

Link: [Exhibit A](#)

Link: [Exhibit B](#)

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RESOLUTION NO. 10 - \_\_\_\_\_

A RESOLUTION RELATING TO **W.O. 08-21, LAKE ELMO DRIVE – MAIN ST TO WICKS LN**; ORDERING THE PROGRAM FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SIDEWALK, CURB AND GUTTER IMPROVEMENT BONDS SECURED BY THE CITY’S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND AND ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE.

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

**Section 1. Passage of Resolution of Intention.** This Council, on **March 22, 2010**, adopted Resolution No. **10-18919** (the “Resolution of Intention”), pursuant to which this Council declared its intention to order in certain sidewalks, curb, gutter and street improvements, designated as **W.O. 08-21** (the “Project”) of the City, under Montana Code Annotated, Title 7, Chapter 14, Part 41, as amended, for the purpose of financing the costs of certain local improvements described generally therein (the “Improvements”) and paying costs incidental thereto, including costs associated with the sale and the security of sidewalk, curb and sidewalk, curb and gutter improvement bonds drawn on the Project (the “Bonds”), the creation and administration of the Project, and the funding of a deposit to the City’s Special Improvement District Revolving Fund (the “Revolving Fund”).

**Section 2. Notice and Public Hearing.** Notice of passage of the Resolution of Intention was duly published and mailed in all respects in accordance with law, and on **April 12, 2010**, this Council conducted a public hearing on the ordering in of the Project and the making of the Improvements.

**Section 3. Order.** It is hereby ordered that the following improvements shall be constructed, reconstructed, repaired, or replaced:

See Exhibit “A” attached hereto.

**Section 4. Affected Properties.** All properties which will be required to pay any portion of the costs of the improvements identified herein are identified in Exhibit “B” attached hereto.

**Section 5. Reimbursement Expenditures.**

5.01. Regulations. The United States Department of Treasury has promulgated final regulations governing the use of proceeds of tax-exempt bonds, all or a portion of which are to be used to reimburse the City for project expenditures paid by the City prior to the date of issuance of such bonds. Those regulations (Treasury Regulations, Section 1.150-2) (the “Regulations”) require that the City adopt a statement of official intent to reimburse an original expenditure not later than 60 days after payment of the original expenditure. The Regulations also generally require that the bonds be issued and the reimbursement allocation made from the

proceeds of the bonds within 18 months (or three years, if the reimbursement bond issue qualifies for the “small issuer” exception from the arbitrage rebate requirement) after the later of (i) the date the expenditure is paid or (ii) the date the project is placed in service or abandoned, but (unless the issue qualifies for the “small issuer” exception from the arbitrage rebate requirement) in no event more than three years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of the bonds.

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

5.03. Declaration of Intent. The City reasonably expects to reimburse the expenditures made for costs of the Improvements out of the proceeds of Bonds in an estimated maximum aggregate principal amount of **\$472,000** after the date of payment of all or a portion of the costs of the Improvements. All reimbursed expenditures shall be capital expenditures, a cost of issuance of the Bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations.

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

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

**Section 6. Property Owner Option to Construct Improvements.** Notice of passage of this Resolution shall be mailed to all affected property owners and said owners shall have thirty (30) days from the date of said Notice in which to install the ordered improvements at their cost and expense. In the event the owners do not take said action within the said thirty (30) day period, the City will install the improvements and will assess the costs thereof, all costs of administration and engineering and all bond issuance costs against the real property.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana,  
this 12<sup>th</sup> day of April 2010.

THE CITY OF BILLINGS:

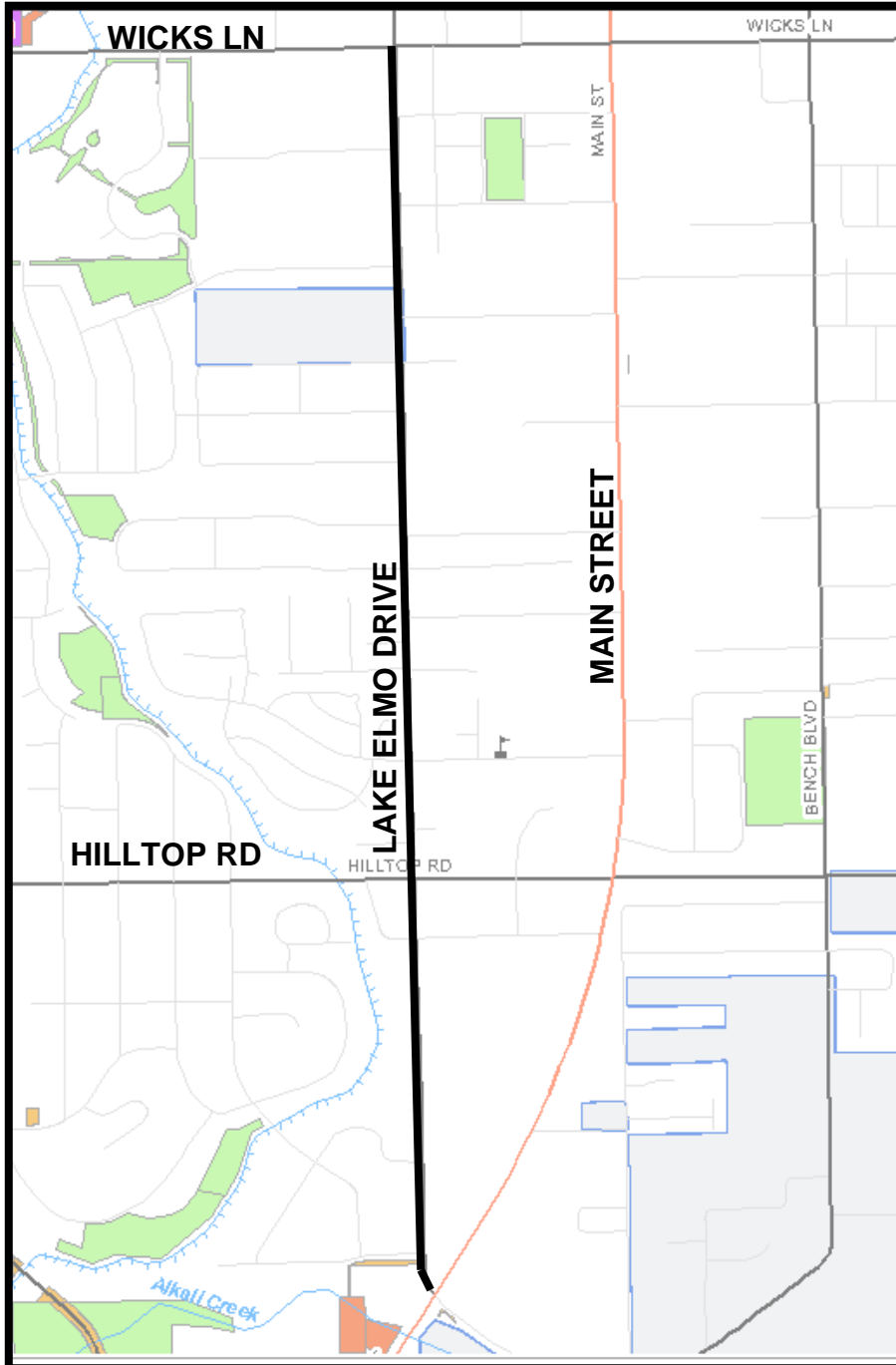
BY \_\_\_\_\_  
Thomas W. Hanel MAYOR

ATTEST:

BY \_\_\_\_\_  
CITY CLERK

**Exhibit A**  
**Location of Work**  
**WO 08-21 Lake Elmo Drive – Main to Wicks Ln**

Project includes constructing curb & gutter/ribbon curb, sidewalks, drive approaches, asphalt trail, street reconstruction, turn lanes, and pavement overlay on Lake Elmo Drive from Main Street to Wicks Lane.



## Exhibit B

WO 08-21 Lake Elmo Drive - Main St to Wicks Ln

Tax Code	SID #	SID Pay-off (A)	Delinquent (B)	WO 09-02- Assessment (C)	A + B + C	Market Value
A02538				\$4,003.23	\$4,003.23	\$66,801.00
A02539				\$4,450.90	\$4,450.90	\$74,817.00
A02539A				\$4,516.78	\$4,516.78	\$68,947.00
A02540				\$2,793.70	\$2,793.70	\$61,072.00
A02570				\$4,125.97	\$4,125.97	\$88,807.00
A02571				\$4,025.45	\$4,025.45	\$81,799.00
A02572				\$4,268.71	\$4,268.71	\$61,502.00
A02574				\$2,837.02	\$2,837.02	\$49,199.00
A02575				\$4,385.53	\$4,385.53	\$76,069.00
A02575A				\$4,385.53	\$4,385.53	\$68,950.00
A02575B				\$4,385.53	\$4,385.53	\$66,358.00
A02576				\$4,901.10	\$4,901.10	\$79,641.00
A02577				\$3,789.54	\$3,789.54	\$90,522.00
A02578				\$3,683.11	\$3,683.11	\$61,282.00
A02579				\$2,793.70	\$2,793.70	\$84,370.00
A03244				\$3,324.55	\$3,324.55	\$39,246.00
A03245				\$3,780.66	\$3,780.66	\$63,135.00
A03246				\$3,066.94	\$3,066.94	\$40,026.00
A03247				\$2,234.96	\$2,234.96	\$46,197.00
A03263				\$2,539.03	\$2,539.03	\$42,975.00
A03264				\$3,113.40	\$3,113.40	\$43,344.00
A03265				\$4,192.87	\$4,192.87	\$51,055.00
A03266				\$3,923.34	\$3,923.34	\$41,615.00
A09455				\$3,990.15	\$3,990.15	\$71,110.00
A09457				\$7,959.92	\$7,959.92	\$215,903.00
A09954				\$0.00	\$0.00	\$118,893.00
A09956				\$0.00	\$0.00	\$21,661.00
A10039				\$5,000.77	\$5,000.77	\$39,541.00
A13246				\$4,869.00	\$4,869.00	\$148,694.00
A13251				\$4,794.51	\$4,794.51	\$105,797.00
A13252				\$5,169.28	\$5,169.28	\$714,771.00
A13257				\$4,999.93	\$4,999.93	\$77,270.00
A13257A				\$4,864.31	\$4,864.31	\$110,563.00
A13258				\$4,683.40	\$4,683.40	\$74,606.00
A13917				\$8,623.83	\$8,623.83	\$166,285.00
A13918				\$6,561.63	\$6,561.63	\$350,322.00

## Exhibit B

WO 08-21 Lake Elmo Drive - Main St to Wicks Ln

Tax Code	SID #	SID Pay-off (A)	Delinquent (B)	WO 09-02- Assessment (C)	A + B + C	Market Value
A13918E				\$2,868.19	\$2,868.19	\$87,208.00
A14769				\$8,784.15	\$8,784.15	\$131,072.00
A17566				\$3,798.46	\$3,798.46	\$39,836.00
A17567				\$2,769.86	\$2,769.86	\$15,703.00
A17568				\$4,598.39	\$4,598.39	\$52,539.00
A20281				\$0.00	\$0.00	\$18,478.00
A20282				\$4,304.73	\$4,304.73	\$51,790.00
A20341				\$3,471.63	\$3,471.63	\$221,671.00
A20342				\$5,386.07	\$5,386.07	\$17,721.00
A20343				\$5,214.89	\$5,214.89	\$221,935.00
A20562				\$4,844.94	\$4,844.94	\$69,749.00
A20563				\$6,923.20	\$6,923.20	\$848,255.00
A21246				\$67.43	\$67.43	\$23,031.00
A21247				\$67.43	\$67.43	\$24,251.00
A21248				\$67.43	\$67.43	\$18,848.00
A21249				\$67.43	\$67.43	\$30,751.00
A21250				\$67.43	\$67.43	\$47,614.00
A21251				\$67.43	\$67.43	\$45,427.00
A21252				\$67.43	\$67.43	\$22,312.00
A21253				\$67.43	\$67.43	\$37,437.00
A21254				\$67.43	\$67.43	\$28,852.00
A21255				\$67.43	\$67.43	\$29,977.00
A21256				\$67.43	\$67.43	\$29,579.00
A21257				\$67.43	\$67.43	\$23,700.00
A21258				\$67.43	\$67.43	\$25,180.00
A21259				\$67.43	\$67.43	\$23,146.00
A21260				\$67.43	\$67.43	\$25,611.00
A21261				\$67.43	\$67.43	\$18,468.00
A21262				\$67.43	\$67.43	\$23,301.00
A21263				\$67.43	\$67.43	\$18,300.00
A21264				\$67.43	\$67.43	\$39,651.00
A21265				\$67.43	\$67.43	\$18,272.00
A21266				\$67.43	\$67.43	\$28,469.00
A21267				\$67.43	\$67.43	\$18,286.00
A21268				\$67.43	\$67.43	\$24,853.00
A21269				\$67.43	\$67.43	\$31,358.00

## Exhibit B

WO 08-21 Lake Elmo Drive - Main St to Wicks Ln

Tax Code	SID #	SID Pay-off (A)	Delinquent (B)	WO 09-02- Assessment (C)	A + B + C	Market Value
A21270				\$67.43	\$67.43	\$21,564.00
A21271				\$67.43	\$67.43	\$38,741.00
A21272				\$67.43	\$67.43	\$18,535.00
A21273				\$67.43	\$67.43	\$22,130.00
A21274				\$67.43	\$67.43	\$21,013.00
A21275				\$67.43	\$67.43	\$22,605.00
A21276				\$67.43	\$67.43	\$29,992.00
A21277				\$67.43	\$67.43	\$23,621.00
A21278				\$67.43	\$67.43	\$18,141.00
A21279				\$67.43	\$67.43	\$32,594.00
A21280				\$67.43	\$67.43	\$25,712.00
A21281				\$67.43	\$67.43	\$27,611.00
A21282				\$67.43	\$67.43	\$34,083.00
A21283				\$67.43	\$67.43	\$25,499.00
A21284				\$67.43	\$67.43	\$27,844.00
A21285				\$67.43	\$67.43	\$47,151.00
A21286				\$67.43	\$67.43	\$18,258.00
A21287				\$67.43	\$67.43	\$18,285.00
A21288				\$67.43	\$67.43	\$39,479.00
A21289				\$67.43	\$67.43	\$24,877.00
A21290				\$67.43	\$67.43	\$18,670.00
A21291				\$67.43	\$67.43	\$63,320.00
A21292				\$67.43	\$67.43	\$26,358.00
A21293				\$67.43	\$67.43	\$67,705.00
A21294				\$67.43	\$67.43	\$18,300.00
A21295				\$67.43	\$67.43	\$24,168.00
A21296				\$67.43	\$67.43	\$28,453.00
A21297				\$67.43	\$67.43	\$24,317.00
A21298				\$67.43	\$67.43	\$28,843.00
A21299				\$67.43	\$67.43	\$30,992.00
A21300				\$67.43	\$67.43	\$28,632.00
A21301				\$67.43	\$67.43	\$23,605.00
A21302				\$67.43	\$67.43	\$43,234.00
A21303				\$67.43	\$67.43	\$25,386.00
A21304				\$67.43	\$67.43	\$18,629.00
A21305				\$67.43	\$67.43	\$22,384.00

## Exhibit B

WO 08-21 Lake Elmo Drive - Main St to Wicks Ln

Tax Code	SID #	SID Pay-off (A)	Delinquent (B)	WO 09-02- Assessment (C)	A + B + C	Market Value
A21306				\$67.43	\$67.43	\$27,244.00
A21309				\$67.43	\$67.43	\$41,610.00
A21310				\$67.43	\$67.43	\$19,938.00
A21311				\$67.43	\$67.43	\$27,246.00
A21312				\$67.43	\$67.43	\$18,419.00
A21313				\$67.43	\$67.43	\$18,232.00
A21314				\$67.43	\$67.43	\$18,318.00
A21315				\$67.43	\$67.43	\$42,708.00
A21316				\$67.43	\$67.43	\$18,281.00
A21317				\$67.43	\$67.43	\$18,215.00
A21318				\$67.43	\$67.43	\$33,764.00
A21320				\$67.43	\$67.43	\$18,119.00
A21321				\$67.43	\$67.43	\$32,242.00
A21322				\$67.43	\$67.43	\$25,729.00
A21323				\$67.43	\$67.43	\$22,958.00
A21324				\$67.43	\$67.43	\$18,143.00
A21325				\$101.16	\$101.16	\$33,951.00
A21326				\$101.16	\$101.16	\$20,307.00
A21328				\$67.43	\$67.43	\$22,401.00
A21329				\$67.43	\$67.43	\$29,545.00
A21330				\$67.43	\$67.43	\$25,406.00
A21331				\$67.43	\$67.43	\$36,993.00
A21332				\$67.43	\$67.43	\$50,753.00
A21333				\$67.43	\$67.43	\$32,332.00
A21334				\$67.43	\$67.43	\$24,632.00
A21335				\$67.43	\$67.43	\$28,023.00
A21336				\$67.43	\$67.43	\$27,583.00
A21337				\$67.43	\$67.43	\$18,389.00
A21338				\$67.43	\$67.43	\$18,136.00
A21339				\$67.43	\$67.43	\$32,438.00
A21340				\$1,388.43	\$1,388.43	\$22,296.00
A21341				\$67.43	\$67.43	\$28,430.00
A21342				\$67.43	\$67.43	\$28,931.00
A21343				\$67.43	\$67.43	\$22,852.00
A21344				\$67.43	\$67.43	\$19,164.00
A21345				\$67.43	\$67.43	\$21,338.00

## Exhibit B

WO 08-21 Lake Elmo Drive - Main St to Wicks Ln

Tax Code	SID #	SID Pay-off (A)	Delinquent (B)	WO 09-02- Assessment (C)	A + B + C	Market Value
A21346				\$67.43	\$67.43	\$18,376.00
A21347				\$67.43	\$67.43	\$44,064.00
A21348				\$67.43	\$67.43	\$24,199.00
A21349				\$67.43	\$67.43	\$18,161.00
A21350				\$67.43	\$67.43	\$18,268.00
A21351				\$67.43	\$67.43	\$28,665.00
A21352				\$67.43	\$67.43	\$21,544.00
A21353				\$67.43	\$67.43	\$18,148.00
A21354				\$67.43	\$67.43	\$18,106.00
A21355				\$67.43	\$67.43	\$30,641.00
A21356				\$67.43	\$67.43	\$23,861.00
A21357				\$67.43	\$67.43	\$47,305.00
A21358				\$67.43	\$67.43	\$18,326.00
A21359				\$67.43	\$67.43	\$18,668.00
A21360				\$67.43	\$67.43	\$33,738.00
A21361				\$67.43	\$67.43	\$22,073.00
A21362				\$67.43	\$67.43	\$30,270.00
A21364				\$67.43	\$67.43	\$18,393.00
A21365				\$67.43	\$67.43	\$25,115.00
A21366				\$67.43	\$67.43	\$32,162.00
A21367				\$67.43	\$67.43	\$24,412.00
A21368				\$67.43	\$67.43	\$26,777.00
A21369				\$67.43	\$67.43	\$52,435.00
A21370				\$67.43	\$67.43	\$21,521.00
A21371				\$67.43	\$67.43	\$21,974.00
A21372				\$67.43	\$67.43	\$26,182.00
A21373				\$67.43	\$67.43	\$18,725.00
A21375				\$0.00	\$0.00	\$60,650.00
A21376				\$0.00	\$0.00	\$60,450.00
A21377				\$0.00	\$0.00	\$63,415.00
A21378				\$0.00	\$0.00	\$61,177.00
A21379				\$0.00	\$0.00	\$60,903.00
A21380				\$0.00	\$0.00	\$53,782.00
A21381				\$0.00	\$0.00	\$53,150.00
A21382				\$0.00	\$0.00	\$60,229.00
A21383				\$0.00	\$0.00	\$60,229.00
A21384				\$0.00	\$0.00	\$59,102.00

## Exhibit B

WO 08-21 Lake Elmo Drive - Main St to Wicks Ln

Tax Code	SID #	SID Pay-off (A)	Delinquent (B)	WO 09-02- Assessment (C)	A + B + C	Market Value
A21385				\$0.00	\$0.00	\$59,102.00
A21386				\$0.00	\$0.00	\$60,229.00
A21387				\$0.00	\$0.00	\$80,621.00
A21388				\$0.00	\$0.00	\$79,146.00
A21389				\$0.00	\$0.00	\$81,000.00
A21390				\$0.00	\$0.00	\$80,126.00
A21391				\$0.00	\$0.00	\$81,716.00
A21392				\$0.00	\$0.00	\$82,011.00
A21393				\$0.00	\$0.00	\$76,692.00
A21394				\$0.00	\$0.00	\$80,305.00
A21395				\$0.00	\$0.00	\$60,766.00
A21396				\$0.00	\$0.00	\$60,850.00
A21397				\$0.00	\$0.00	\$60,460.00
A21398				\$0.00	\$0.00	\$59,354.00
A21399				\$0.00	\$0.00	\$24,100.00
A21400				\$0.00	\$0.00	\$62,219.00
A21401				\$0.00	\$0.00	\$59,270.00
A21402				\$0.00	\$0.00	\$60,292.00
A21403				\$0.00	\$0.00	\$58,954.00
A21404				\$0.00	\$0.00	\$57,879.00
A21405				\$0.00	\$0.00	\$59,322.00
A21406				\$0.00	\$0.00	\$59,112.00
A21407				\$0.00	\$0.00	\$56,584.00
A21408				\$0.00	\$0.00	\$58,143.00
A21409				\$0.00	\$0.00	\$57,879.00
A21410				\$0.00	\$0.00	\$57,037.00
A31135				\$5,263.51	\$5,263.51	\$67,727.00
A31150				\$6,173.43	\$6,173.43	\$82,474.00
A34317				\$4,213.62	\$4,213.62	\$0.00
A34318				\$3,362.22	\$3,362.22	\$0.00
A34320				\$2,475.17	\$2,475.17	\$0.00
A34321				\$2,567.74	\$2,567.74	\$0.00
A34322				\$2,596.26	\$2,596.26	\$0.00
D05288				\$2,584.64	\$2,584.64	\$177,767.00
D05289				\$2,645.46	\$2,645.46	\$219,216.00
D05297				\$6,425.88	\$6,425.88	\$187,037.00
D05298				\$5,150.52	\$5,150.52	\$78,788.00
D05298A				\$3,317.86	\$3,317.86	\$129,049.00

## Exhibit B

WO 08-21 Lake Elmo Drive - Main St to Wicks Ln

Tax Code	SID #	SID Pay-off (A)	Delinquent (B)	WO 09-02- Assessment (C)	A + B + C	Market Value
D05299				\$10,872.70	\$10,872.70	\$1,934,830.00
D05299A				\$10,720.76	\$10,720.76	\$1,745,308.00
D05318				\$21,220.38	\$21,220.38	\$187,885.00
D05320				\$2,354.04	\$2,354.04	\$73,173.00
D05322				\$6,712.19	\$6,712.19	\$64,778.00
D05323				\$4,400.55	\$4,400.55	\$95,595.00
D05326				\$5,093.75	\$5,093.75	\$63,492.00
D05327				\$5,675.11	\$5,675.11	\$49,136.00
D05328				\$7,389.03	\$7,389.03	\$2,963,008.00
D05330				\$0.00	\$0.00	\$81,111.00
D05331				\$6,363.82	\$6,363.82	\$50,164.00
D05334				\$6,489.47	\$6,489.47	\$81,516.00
D05341				\$10,295.84	\$10,295.84	\$339,404.00
D12239				\$0.00	\$0.00	\$69,734.00
A07439				\$0.00	\$0.00	\$335,063.00
A08532				\$0.00	\$0.00	\$83,365.00
A08541				\$782.86	\$782.86	\$95,693.00
A17026				\$0.00	\$0.00	\$600,544.00
A17027A				\$0.00	\$0.00	\$537,748.00
A17028				\$0.00	\$0.00	\$152,210.00
A21239				\$0.00	\$0.00	\$154,103.00
A33730				\$16,406.48	\$16,406.48	\$44,105.00
A33972				\$0.00	\$0.00	\$32,887.00
A34221A				\$1,009.93	\$1,009.93	\$76,405.00
A34221B				\$949.66	\$949.66	\$73,879.00
A34221C				\$949.66	\$949.66	\$73,831.00
A34221D				\$1,009.93	\$1,009.93	\$76,307.00
A34221E				\$1,009.93	\$1,009.93	\$39,486.00
A34221F				\$949.66	\$949.66	\$38,310.00
A34221G				\$949.66	\$949.66	\$37,594.00
A34221H				\$949.66	\$949.66	\$37,594.00
A34221I				\$949.66	\$949.66	\$37,739.00
A34221J				\$1,009.93	\$1,009.93	\$41,102.00
A34221K				\$1,009.93	\$1,009.93	\$5,137.00
A34221L				\$949.66	\$949.66	\$4,824.00
A34221N				\$949.66	\$949.66	\$4,823.00
A34221O				\$1,009.93	\$1,009.93	\$5,137.00
A34221P				\$1,009.93	\$1,009.93	\$5,137.00

## Exhibit B

WO 08-21 Lake Elmo Drive - Main St to Wicks Ln

<b>Tax Code</b>	<b>SID #</b>	<b>SID Pay-off (A)</b>	<b>Delinquent (B)</b>	<b>WO 09-02- Assessment (C)</b>	<b>A + B + C</b>	<b>Market Value</b>
A34221Q				\$949.66	\$949.66	\$4,823.00
A34221R				\$1,009.93	\$1,009.93	\$4,823.00
A34221S				\$949.66	\$949.66	\$4,823.00
A34221T				\$949.66	\$949.66	\$4,823.00
A34221U				\$1,009.93	\$1,009.93	\$5,137.00
D05560				\$0.00	\$0.00	\$55,877.00
D05563				\$0.00	\$0.00	\$190,917.00
D05564				\$0.00	\$0.00	\$123,165.00
D05566				\$0.00	\$0.00	\$50,991.00
D05583A				\$0.00	\$0.00	\$181,987.00
D05584				\$11,078.75	\$11,078.75	\$469,771.00
D05584A				\$8,361.14	\$8,361.14	\$78,913.00
D05585				\$14,404.01	\$14,404.01	\$197,398.00
D05586A				\$8,421.87	\$8,421.87	\$74,508.00
D05587				\$7,183.16	\$7,183.16	\$687,986.00
D05591A				\$2,765.79	\$2,765.79	\$160,399.00
D05592				\$1,890.45	\$1,890.45	\$230,663.00
D11724				\$14,646.77	\$14,646.77	\$1,165,422.00
D11725				\$6,292.93	\$6,292.93	\$94,409.00
D11725A				\$6,173.59	\$6,173.59	\$150,467.00
D11726				\$0.00	\$0.00	\$1,836,256.00

Date: 04/12/2010

TITLE: W.O. 09-02 Miscellaneous/Developer Related - Public Hearing and Resolution Ordering Improvements

PRESENTED BY: David Mumford

Department: Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

On March 22, 2010, Council passed a Resolution of Intent for this project and established a Public Hearing date of April 12, 2010. After conducting the Public Hearing, in order to proceed with construction of the project, Council must pass a resolution ordering construction of improvements.

The project consists of curb, gutter, sidewalk, and storm drain improvements at various locations around the city. It consists of unfulfilled building permit obligations and the continuation of annual improvements that deal with tripping hazards, drainage problems, property owner requests, complaints, and other miscellaneous concrete work brought to the attention of the City Engineer's Office.

**ALTERNATIVES ANALYZED**

The Council may:

- Pass a resolution ordering construction of the improvements; or
- Do not pass a resolution ordering construction of the improvements.

**FINANCIAL IMPACT**

The proposed project is funded through multiple sources, including direct property assessments for a total project cost of \$655,109, as follows:

Estimated Assessed Costs \$419,000  
Storm Drain Funds \$52,500  
Gas Tax Funds \$180,000  
Water and Sewer Funds \$5,000

Funding for the proposed project is included in the Fiscal Year 2010 budget.

**RECOMMENDATION**

Staff recommends that Council pass a resolution ordering construction of the improvements identified in Work Order 09-02, Miscellaneous/Developer Related.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Link: [ROI](#)

Link: [Exhibit A](#)

Link: [Exhibit B](#)

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RESOLUTION NO. 10 - \_\_\_\_\_

A RESOLUTION RELATING TO **W.O. 09-02, MISCELLANEOUS /DEVELOPER-RELATED IMPROVEMENTS**; ORDERING THE PROGRAM FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SIDEWALK, CURB AND GUTTER IMPROVEMENT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND AND ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE.

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

**Section 1. Passage of Resolution of Intention.** This Council, on **March 22, 2010**, adopted Resolution No. **10-18920** (the "Resolution of Intention"), pursuant to which this Council declared its intention to order in certain sidewalks, curb, gutter and street improvements, designated as **W.O. 09-02** (the "Project") of the City, under Montana Code Annotated, Title 7, Chapter 14, Part 41, as amended, for the purpose of financing the costs of certain local improvements described generally therein (the "Improvements") and paying costs incidental thereto, including costs associated with the sale and the security of sidewalk, curb and sidewalk, curb and gutter improvement bonds drawn on the Project (the "Bonds"), the creation and administration of the Project, and the funding of a deposit to the City's Special Improvement District Revolving Fund (the "Revolving Fund").

**Section 2. Notice and Public Hearing.** Notice of passage of the Resolution of Intention was duly published and mailed in all respects in accordance with law, and on **April 12, 2010**, this Council conducted a public hearing on the ordering in of the Project and the making of the Improvements.

**Section 3. Order.** It is hereby ordered that the following improvements shall be constructed, reconstructed, repaired, or replaced:

See Exhibit "A" attached hereto.

**Section 4. Affected Properties.** All properties which will be required to pay any portion of the costs of the improvements identified herein are identified in Exhibit "B" attached hereto.

**Section 5. Reimbursement Expenditures.**

5.01. Regulations. The United States Department of Treasury has promulgated final regulations governing the use of proceeds of tax-exempt bonds, all or a portion of which are to be used to reimburse the City for project expenditures paid by the City prior to the date of issuance of such bonds. Those regulations (Treasury Regulations, Section 1.150-2) (the "Regulations") require that the City adopt a statement of official intent to reimburse an original expenditure not later than 60 days after payment of the original expenditure. The Regulations also generally require that the bonds be issued and the reimbursement allocation made from the

proceeds of the bonds within 18 months (or three years, if the reimbursement bond issue qualifies for the “small issuer” exception from the arbitrage rebate requirement) after the later of (i) the date the expenditure is paid or (ii) the date the project is placed in service or abandoned, but (unless the issue qualifies for the “small issuer” exception from the arbitrage rebate requirement) in no event more than three years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of the bonds.

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

5.03. Declaration of Intent. The City reasonably expects to reimburse the expenditures made for costs of the Improvements out of the proceeds of Bonds in an estimated maximum aggregate principal amount of **\$419,000** after the date of payment of all or a portion of the costs of the Improvements. All reimbursed expenditures shall be capital expenditures, a cost of issuance of the Bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations.

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

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

**Section 6. Property Owner Option to Construct Improvements.** Notice of passage of this Resolution shall be mailed to all affected property owners and said owners shall have thirty (30) days from the date of said Notice in which to install the ordered improvements at their cost and expense. In the event the owners do not take said action within the said thirty (30) day period, the City will install the improvements and will assess the costs thereof, all costs of administration and engineering and all bond issuance costs against the real property.



**Exhibit A**  
**Location of Work**  
**WO 09-02 Miscellaneous and Developer Related**

- 1) SIDEWALK: 1828 Alderson Avenue \* 1236 North 31<sup>st</sup> Street \* 617 Nelson Drive \* 2022 13<sup>th</sup> ST W \* 3624 Flagstone (Dev. Rel.) \* 1315 2<sup>ND</sup> St W \* 2130 Poly Drive (Dev. Rel. ) \* 2521 8<sup>th</sup> Avenue North (Dev. Rel. ) \* 5859 Ironwood Drive (Dev. Rel.) \* 5835 Ironwood Drive (Dev. Rel.) \* 1012 & 1014 N 23<sup>rd</sup> Street \* 2189 Pheasant Drive \* 2159 Pueblo Drive (Dev. Rel.) \* 2901 Thousand Oaks \* 623 Cook Avenue \* 1931 Gleneagles Drive \* 3115 9<sup>th</sup> Avenue South \* 546 Custer Avenue \* Various Olympic Park Walkways Behind 3648 Gladiator Circle \* 617 Nelson Drive \* 1803 Avenue D \* 3414 5<sup>th</sup> Avenue South \* 1201 Burlington Avenue \* 702 Howard Avenue \* 2159 Pueblo Drive \*
- 2) CURB & GUTTER: 542 Tabriz Drive \* 621 Nelson Drive \* 522, 514, 506 Howard Avenue \*
- 3) DRIVEWAY APRON: 5246 Sacagawea Drive \* 3733 Poly Dr (Dev. Rel.) \* 2039 Broadwater Avenue (Dev. Rel.) \* 1046 Calico Drive \* 3004 Marguerite Blvd \* 3210 Durland Drive \* 2071 Rosebud Dr \* 2602 Yellowstone Avenue \* 2008 & 2014 Colton Blvd \* 1035 Alderson Avenue \*
- 4) SIDEWALK, CURB & GUTTER: East side of N 22<sup>nd</sup> Street from 1<sup>ST</sup> Avenue North to 2<sup>nd</sup> Avenue North \* 514 Houle Street \* South Side of Montana Avenue between N 26<sup>th</sup> Street and N 24<sup>th</sup> Street \* North Side of Monad Road between Berthoud Drive and 24<sup>th</sup> Street West \* 1913 Avenue D \* 142 Clark Avenue \* 206 Clark Avenue \* 2537 Broadwater Avenue (Dev. Rel.) \* 4128 Corbin Drive \* 2700 Grand Avenue (Dev. Rel.) \* 2505 46<sup>th</sup> St W \* 2202 Pine Street \* 2514 Ridgewood Lane \* 2604 Ridgewood Lane \* 4408 Murphy Avenue \* 1842 Avenue C \* 2110 Custer Avenue \*
- 5) ADA Compliant W/C ramps: N/E corner of Broadwater Avenue & 15<sup>th</sup> St W \* NW corner of Broadwater Avenue and 14<sup>th</sup> St W \* 2203 & 2303 1<sup>ST</sup> Avenue S \* 1521 S 32<sup>nd</sup> ST W (2) (Dev. Rel.) \* 150 31<sup>st</sup> St W (Dev. Rel.) \* 2690 King Avenue W. (Dev. Rel.) \* 704 N 25<sup>th</sup> Street \* 2202 Pine Street \* 3115 9<sup>th</sup> Avenue South \* 1802 Avenue F \*
- 6) SIDEWALK, CURB & GUTTER, DRIVEWAY APRONS: 1021 Alderson Avenue \* 1501 Avenue D \* 3635 Montana Avenue (DEV. REL.) \* 2702 4<sup>th</sup> Avenue N \* 749 Mattson Drive (Dev. Rel.) \* 1826 Grand Avenue (Dev. Rel.) \* 2425 Central Avenue (Dev. Rel.) \* 3103 Reimers Park Drive (Dev. Rel.) \* 431 Rimrock Road \* 703 Parkhill Drive \* 1808 & 1807 Avenue D \* 2910 Reimers Park Drive (Dev. Rel.) \* 141 Glenhaven Drive \* 149 Glenhaven Drive \* 2609 Cook Avenue \* 218 & 224 N 23<sup>rd</sup> Street \* 2416 & 2428 11<sup>th</sup> St W \* 6149 Masters Blvd \* North side of Avenue F between 16<sup>th</sup> St W and 17<sup>th</sup> ST W \* 27 N27th Street \* East Side of South 37<sup>th</sup> St. from 1<sup>st</sup> Avenue South to 2<sup>nd</sup>

Avenue South \* East Side of South 30<sup>th</sup> Street between 4<sup>th</sup> Avenue South & 5<sup>th</sup> Avenue South \* Both sides of Parkhill Drive between Virginia Lane and 6<sup>th</sup> Street West \* 1802 Avenue F \* 2007 Grand Avenue \* 2143 Beloit Drive \*

- 7) ALLEY APRONS: North Side of Miles Avenue, between 19<sup>th</sup> ST W and Glee Place \* West side of 15<sup>th</sup> Street W between Avenue D and Avenue E \* West Side of 14<sup>th</sup> ST W between Grand Avenue and Avenue B \* 2143 Beloit Drive \* 226 Nantucket Court (Dev. Rel.) \* East side of Santa Fe Drive between EIDorado Drive and Fair park Drive \* North side of Fair Park Drive between Ardmore Drive and Pecos Place \* West side of 7<sup>th</sup> St W between Parkhill Drive and Beverly Hills Blvd \*
- 8) CURB & GUTTER, SIDEWALK, ALLEY APRONS, DRIVE APRONS: West side of 17<sup>th</sup> ST West between Colton Boulevard and Poly Drive \*
- 9) SIDEWALK, CURB & GUTTER, ALLEY APRONS: South side of South 6<sup>th</sup> Avenue South & North side of 7<sup>th</sup> Avenue South, Between South 36<sup>th</sup> Street to South 37<sup>th</sup> Street \*

## Exhibit B

### WO 09-02 Misc/Developer Related

Tax Code	SID #	SID Pay-off (A)	Delinquent (B)	WO 09-02- Assessment (C)	A + B + C	Market Value
A00257				\$6,401.82	\$6,401.82	\$249,180.00
A00407				\$3,714.42	\$3,714.42	\$49,693.00
A00408				\$1,330.09	\$1,330.09	\$120,961.00
A00571				\$2,682.15	\$2,682.15	\$33,663.00
A00572				\$2,682.15	\$2,682.15	\$35,076.00
A00573				\$2,682.15	\$2,682.15	\$295,205.00
A00804	1334	\$2,986.73	\$0.00	\$0.00	\$2,986.73	\$10,518,736.00
A00886A				\$0.00	\$0.00	\$43,388.00
A00887				\$0.00	\$0.00	\$202,453.00
A01458				\$1,072.86	\$1,072.86	\$43,579.00
A01618				\$484.08	\$484.08	\$21,066.00
A01619				\$484.08	\$484.08	\$45,411.00
A01620				\$484.08	\$484.08	\$44,398.00
A01621				\$484.08	\$484.08	\$32,923.00
A01622				\$484.08	\$484.08	\$33,985.00
A01623				\$484.08	\$484.08	\$34,747.00
A01624				\$11,289.90	\$11,289.90	\$10,138.00
A01624A				\$484.08	\$484.08	\$50,760.00
A01625				\$484.08	\$484.08	\$59,179.00
A01626				\$484.08	\$484.08	\$73,353.00
A01627				\$726.13	\$726.13	\$36,918.00
A01777				\$1,931.14	\$1,931.14	\$59,765.00
A02843A				\$1,849.28	\$1,849.28	\$168,205.00
A04575				\$895.20	\$895.20	\$74,869.00
A04576				\$194.07	\$194.07	\$70,613.00
A04577				\$199.14	\$199.14	\$67,615.00
A04578				\$190.37	\$190.37	\$68,094.00
A04579				\$204.50	\$204.50	\$81,262.00
A04580				\$177.67	\$177.67	\$71,561.00
A04581				\$286.93	\$286.93	\$88,467.00
A04582				\$264.76	\$264.76	\$75,954.00
A04583				\$195.39	\$195.39	\$67,043.00
A04584				\$196.04	\$196.04	\$78,671.00
A04585				\$187.39	\$187.39	\$73,205.00
A04586				\$176.85	\$176.85	\$63,366.00
A04587				\$176.85	\$176.85	\$69,918.00

## Exhibit B

### WO 09-02 Misc/Developer Related

Tax Code	SID #	SID Pay-off (A)	Delinquent (B)	WO 09-02- Assessment (C)	A + B + C	Market Value
A04588				\$176.85	\$176.85	\$66,789.00
A04589				\$176.85	\$176.85	\$65,715.00
A04590				\$176.85	\$176.85	\$84,611.00
A04591				\$176.85	\$176.85	\$67,843.00
A04592				\$176.85	\$176.85	\$69,707.00
A04593				\$176.85	\$176.85	\$71,140.00
A04594				\$176.85	\$176.85	\$67,096.00
A04595				\$314.71	\$314.71	\$76,902.00
A04596				\$183.65	\$183.65	\$74,784.00
A04597				\$183.65	\$183.65	\$73,742.00
A04598				\$216.98	\$216.98	\$72,414.00
A04599				\$183.65	\$183.65	\$66,264.00
A04600				\$163.99	\$163.99	\$69,992.00
A04601				\$186.04	\$186.04	\$69,139.00
A04602				\$141.31	\$141.31	\$61,144.00
A04603				\$163.99	\$163.99	\$61,618.00
A04604				\$265.27	\$265.27	\$78,323.00
A04724				\$1,963.63	\$1,963.63	\$66,610.00
A04792				\$1,859.19	\$1,859.19	\$74,753.00
A04796				\$886.72	\$886.72	\$63,009.00
A04798				\$2,547.71	\$2,547.71	\$67,138.00
A04800				\$1,101.30	\$1,101.30	\$70,076.00
A04801				\$1,451.16	\$1,451.16	\$66,937.00
A04818				\$2,220.47	\$2,220.47	\$71,287.00
A04824				\$287.82	\$287.82	\$70,382.00
A04825				\$1,537.77	\$1,537.77	\$67,397.00
A04860				\$875.74	\$875.74	\$254,373.00
A04870				\$357.62	\$357.62	\$106,764.00
A04965				\$2,208.78	\$2,208.78	\$96,904.00
A04965A				\$2,208.79	\$2,208.79	\$84,602.00
A04966				\$3,782.57	\$3,782.57	\$54,498.00
A04967				\$1,195.23	\$1,195.23	\$69,602.00
A04968				\$5,078.63	\$5,078.63	\$60,523.00
A04969				\$0.00	\$0.00	\$62,544.00
A04970				\$1,931.91	\$1,931.91	\$55,547.00
A04971				\$894.05	\$894.05	\$73,393.00

## Exhibit B

### WO 09-02 Misc/Developer Related

Tax Code	SID #	SID Pay-off (A)	Delinquent (B)	WO 09-02- Assessment (C)	A + B + C	Market Value
A04999				\$2,304.91	\$2,304.91	\$54,949.00
A05001				\$2,879.80	\$2,879.80	\$16,042.00
A05003				\$6,583.42	\$6,583.42	\$60,828.00
A05004	2101	\$971.81	\$0.00	\$7,380.75	\$8,352.56	\$102,346.00
A06301				\$7,015.10	\$7,015.10	\$78,829.00
A06493				\$6,112.38	\$6,112.38	\$95,734.00
A06494				\$216.33	\$216.33	\$108,858.00
A06495				\$236.31	\$236.31	\$111,620.00
A06496				\$236.31	\$236.31	\$126,922.00
A06497				\$236.31	\$236.31	\$103,888.00
A06498				\$236.31	\$236.31	\$103,813.00
A06499				\$236.31	\$236.31	\$101,665.00
A06500A				\$145.79	\$145.79	\$61,604.00
A06500B				\$145.61	\$145.61	\$87,309.00
A06500E				\$145.79	\$145.79	\$80,546.00
A06500F				\$145.61	\$145.61	\$78,250.00
A06501				\$216.50	\$216.50	\$92,649.00
A06502				\$4,013.52	\$4,013.52	\$79,226.00
A06503				\$4,758.94	\$4,758.94	\$106,047.00
A06504				\$278.32	\$278.32	\$81,904.00
A06505				\$278.32	\$278.32	\$96,620.00
A06506				\$278.32	\$278.32	\$85,647.00
A06509				\$269.78	\$269.78	\$102,488.00
A06510				\$278.32	\$278.32	\$122,182.00
A06511				\$278.32	\$278.32	\$106,141.00
A06512				\$278.32	\$278.32	\$87,582.00
A06513				\$285.87	\$285.87	\$131,148.00
A06514				\$10,343.92	\$10,343.92	\$97,419.00
A06520B				\$7,331.85	\$7,331.85	\$129,229.00
A06520E				\$17,311.68	\$17,311.68	\$97,390.00
A06560				\$257.93	\$257.93	\$97,926.00
A06645				\$527.51	\$527.51	\$253,337.00
A06648				\$182.30	\$182.30	\$37,833.00
A06649				\$178.68	\$178.68	\$64,263.00
A06650				\$179.35	\$179.35	\$35,653.00
A06651				\$539.08	\$539.08	\$264,557.00

## Exhibit B

### WO 09-02 Misc/Developer Related

Tax Code	SID #	SID Pay-off (A)	Delinquent (B)	WO 09-02- Assessment (C)	A + B + C	Market Value
A06654				\$534.46	\$534.46	\$301,290.00
A06656				\$182.30	\$182.30	\$105,725.00
A06657				\$182.30	\$182.30	\$59,385.00
A06658				\$182.30	\$182.30	\$32,101.00
A06659				\$182.30	\$182.30	\$65,137.00
A06660				\$182.30	\$182.30	\$56,078.00
A06661				\$182.30	\$182.30	\$56,709.00
A06662				\$182.30	\$182.30	\$54,857.00
A06663				\$182.30	\$182.30	\$56,710.00
A06664				\$182.30	\$182.30	\$61,934.00
A06665				\$182.30	\$182.30	\$54,845.00
A06666				\$182.30	\$182.30	\$52,707.00
A06667				\$182.30	\$182.30	\$54,372.00
A06868				\$518.11	\$518.11	\$77,460.00
A07111				\$2,830.79	\$2,830.79	\$58,891.00
A07237				\$1,587.83	\$1,587.83	\$45,755.00
A07663	2101	\$171.21	\$0.00	\$686.37	\$857.58	\$74,099.00
A07738				\$192.55	\$192.55	\$74,806.00
A07739				\$231.05	\$231.05	\$88,637.00
A07740				\$192.55	\$192.55	\$76,880.00
A07741				\$192.55	\$192.55	\$79,556.00
A07742				\$192.55	\$192.55	\$79,103.00
A07743				\$179.71	\$179.71	\$76,511.00
A07744				\$154.04	\$154.04	\$74,163.00
A07746				\$154.04	\$154.04	\$60,112.00
A07747				\$236.18	\$236.18	\$92,206.00
A07748				\$217.70	\$217.70	\$76,384.00
A07749				\$222.04	\$222.04	\$82,357.00
A07750				\$241.46	\$241.46	\$79,977.00
A07751				\$220.16	\$220.16	\$75,479.00
A07752				\$190.05	\$190.05	\$80,125.00
A07753				\$265.53	\$265.53	\$88,719.00
A07754				\$217.05	\$217.05	\$86,813.00
A07755				\$155.78	\$155.78	\$70,918.00
A07906				\$2,682.15	\$2,682.15	\$70,613.00
A07907				\$1,609.29	\$1,609.29	\$60,165.00

## Exhibit B

### WO 09-02 Misc/Developer Related

Tax Code	SID #	SID Pay-off (A)	Delinquent (B)	WO 09-02- Assessment (C)	A + B + C	Market Value
A08167				\$0.00	\$0.00	\$92,714.00
A08276				\$1,555.64	\$1,555.64	\$77,922.00
A08753	2701	\$467.98	\$0.00	\$5,198.51	\$5,666.49	\$19,143.00
A08754	2701	\$233.99	\$0.00	\$2,020.04	\$2,254.03	\$33,461.00
A08755	2701	\$233.99	\$0.00	\$970.42	\$1,204.41	\$39,923.00
A08756	2701	\$233.99	\$0.00	\$1,850.42	\$2,084.41	\$57,214.00
A08757	2701	\$7,760.23	\$0.00	\$1,029.94	\$8,790.17	\$31,904.00
A09050				\$2,260.62	\$2,260.62	\$72,909.00
A09051				\$2,260.62	\$2,260.62	\$67,852.00
A09290				\$0.00	\$0.00	\$720,124.00
A09847				\$3,376.70	\$3,376.70	\$65,410.00
A09848				\$670.54	\$670.54	\$79,271.00
A09849				\$607.52	\$607.52	\$81,495.00
A09883				\$811.75	\$811.75	\$75,164.00
A09895				\$1,760.02	\$1,760.02	\$77,217.00
A10299				\$2,398.99	\$2,398.99	\$74,795.00
A10322				\$882.41	\$882.41	\$74,173.00
A10723				\$4,458.60	\$4,458.60	\$30,916.00
A10848				\$7,626.59	\$7,626.59	\$333,612.00
A10861				\$1,487.56	\$1,487.56	\$61,629.00
A12451				\$943.80	\$943.80	\$54,002.00
A12544				\$254.99	\$254.99	\$104,457.00
A12545				\$238.08	\$238.08	\$110,521.00
A12648				\$9,239.83	\$9,239.83	\$754,790.00
A12687				\$894.05	\$894.05	\$89,351.00
A12689				\$393.17	\$393.17	\$75,352.00
A12690				\$2,027.22	\$2,027.22	\$102,055.00
A12691				\$2,056.31	\$2,056.31	\$87,919.00
A12692				\$2,765.62	\$2,765.62	\$75,500.00
A12693				\$2,111.18	\$2,111.18	\$68,168.00
A12694				\$3,571.88	\$3,571.88	\$82,747.00
A12695				\$10,274.98	\$10,274.98	\$66,400.00
A12918				\$1,970.74	\$1,970.74	\$107,722.00
A12923				\$223.52	\$223.52	\$132,622.00
A13169C				\$0.00	\$0.00	\$161,379.00
A13176				\$11,619.08	\$11,619.08	\$147,409.00
A13496				\$0.00	\$0.00	\$66,789.00

## Exhibit B

### WO 09-02 Misc/Developer Related

Tax Code	SID #	SID Pay-off (A)	Delinquent (B)	WO 09-02- Assessment (C)	A + B + C	Market Value
A13497				\$512.84	\$512.84	\$71,449.00
A14019				\$1,029.78	\$1,029.78	\$71,058.00
A15874				\$3,745.31	\$3,745.31	\$236,844.00
A16410				\$1,315.48	\$1,315.48	\$58,570.00
A16634				\$4,177.46	\$4,177.46	\$108,353.00
A16636				\$4,520.92	\$4,520.92	\$68,622.00
A17784				\$686.37	\$686.37	\$49,968.00
A17872				\$2,708.97	\$2,708.97	\$315,244.00
A17989				\$1,329.67	\$1,329.67	\$209,881.00
A18687				\$410.79	\$410.79	\$65,060.00
A18688				\$3,924.75	\$3,924.75	\$658,553.00
A18689				\$177.16	\$177.16	\$71,446.00
A18690				\$3,732.59	\$3,732.59	\$196,727.00
A18984				\$1,111.64	\$1,111.64	\$52,359.00
A19200				\$0.00	\$0.00	\$57,615.00
A19202				\$0.00	\$0.00	\$65,206.00
A19205				\$0.00	\$0.00	\$37,240.00
A19212				\$2,824.91	\$2,824.91	\$66,812.00
A19251				\$1,192.42	\$1,192.42	\$36,527.00
A19637				\$2,707.67	\$2,707.67	\$106,131.00
A20298				\$17,519.03	\$17,519.03	\$2,495,712.00
A21589				\$3,122.03	\$3,122.03	\$115,158.00
A21791				\$0.00	\$0.00	\$196,791.00
A22085				\$504.93	\$504.93	\$120,319.00
A22814				\$8,542.11	\$8,542.11	\$118,677.00
A22815				\$9,485.95	\$9,485.95	\$110,282.00
A24260				\$526.19	\$526.19	\$144,945.00
A24845				\$2,906.70	\$2,906.70	\$98,980.00
A25513				\$5,333.41	\$5,333.41	\$140,080.00
A27251				\$3,053.77	\$3,053.77	\$203,457.00
A28233A				\$1,467.88	\$1,467.88	\$369,229.00
A28233B				\$1,267.30	\$1,267.30	\$321,211.00
A28233C				\$879.30	\$879.30	\$221,927.00
A28233D				\$855.80	\$855.80	\$219,126.00
A28233E				\$994.62	\$994.62	\$250,041.00
A28353				\$7,429.13	\$7,429.13	\$4,562,645.00
A28465	1366	\$1,986.49	\$0.00	\$0.00	\$1,986.49	\$192,974.00
A28466	1366	\$1,986.49	\$0.00	\$0.00	\$1,986.49	\$340,800.00

## Exhibit B

### WO 09-02 Misc/Developer Related

<b>Tax Code</b>	<b>SID #</b>	<b>SID Pay-off (A)</b>	<b>Delinquent (B)</b>	<b>WO 09-02- Assessment (C)</b>	<b>A + B + C</b>	<b>Market Value</b>
A28486	1366	\$1,931.84	\$0.00	\$0.00	\$1,931.84	\$269,923.00
A29594				\$3,229.78	\$3,229.78	\$144,466.00
A30394				\$0.00	\$0.00	\$232,266.00
A30998				\$1,017.92	\$1,017.92	\$725,328.00
A31028				\$3,906.84	\$3,906.84	\$24,418.00
A31501				\$11,169.64	\$11,169.64	\$79,135.00
A31677				\$4,071.69	\$4,071.69	\$295,346.00
A31681				\$8,143.38	\$8,143.38	\$333,256.00
A33618				\$800.12	\$800.12	\$92,900.00
C05768				\$0.00	\$0.00	\$230,612.00
C07187				\$0.00	\$0.00	\$101,770.00
C11713				\$1,422.73	\$1,422.73	\$346,105.00
C11714				\$1,422.73	\$1,422.73	\$443,507.00
C11716				\$1,422.73	\$1,422.73	\$443,507.00
C11813	1360	\$5,009.38	\$0.00	\$4,612.00	\$9,621.38	\$3,925,949.00
D01341A				\$3,180.87	\$3,180.87	\$1,550,580.00
E00097	1334	\$9,798.63	\$0.00	\$6,458.26	\$16,256.89	MT RAIL LINK

Date: 04/12/2010

TITLE: Public Hearing and Resolution approving the sale of lots 7&8, block 53 Fosters Addition to Stockman Bank

Bruce McCandless, Asst. City

PRESENTED BY: Administrator

Department: City Hall Administration

**Information**

**PROBLEM/ISSUE STATEMENT**

Stockman Bank purchased lots 1-6 block 53 Fosters Addition from the City of Billings in 2006. The bank proposes to purchase lots 7 & 8 in the same block with conditions and to use it for customers or employees. The Library purchased these two lots and four adjacent lots in 1997 for library parking and possible building expansion. The Library Board is conducting a planning process with the intention of reporting this fall to the City Council regarding the Library's future. The proposed sale includes two conditions under which the property could revert to the City's ownership; if the land is needed for the Library or for a parking structure. If the land is needed for a parking structure, the bank would own spaces in the garage equal in value to the land that would revert to the City plus access to additional leased spaces. If the land is needed for a Library, the City would be obligated to find replacement parking property within 500'. These conditions expire at the end of 2016. Stockman Bank recently purchased two (2) lots north of the Library. The agreement also provides a first right of refusal for the City to purchase the lots north of the Library, if the Board's plan proposes expanding parking or building in that direction or for other reasons such as increased property line setback.

**ALTERNATIVES ANALYZED**

The City Council may:

- Conduct the public hearing and approve the resolution to sell the property to Stockman Bank.
- Conduct the public hearing and do not approve the resolution.

**FINANCIAL IMPACT**

The Library purchased six (6) lots, including the two subject lots, in 1997 for \$210,000. The bank offers to purchase two lots for \$220,000 and the funds will be deposited in the Library Fund. Future financial impacts are unknown because the Library planning process won't be finished until fall.

**RECOMMENDATION**

Staff and the Library Board recommend that the City Council approve the attached resolution, selling lots 7 & 8, block 53 Fosters Addition to Stockman Bank for \$220,000 with reversion conditions and a first right of refusal to purchase two lots from Stockman Bank in the future.

**APPROVED BY CITY ADMINISTRATOR**

**Attachments**

Link: [Stockman Bank Sale Resolution](#)

Link: [Stockman Bank Purchase Agreement](#)

RESOLUTION 10- \_\_\_\_\_

A RESOLUTION PURSUANT TO BILLINGS, MONTANA CITY CODE, ARTICLE 22-900: SALE, DISPOSAL OR LEASE OF CITY PROPERTY, DESCRIBING THE PROPERTY TO BE DISPOSED OF AND AUTHORIZING CITY OFFICIALS TO PROCEED.

WHEREAS, the City of Billings owns and desires to dispose of public property located at approximately 420 N. Broadway; and

WHEREAS, the public property to be disposed of is more particularly described as follows:

Lots 7 and 8, Block 53, Fosters Addition to the City of Billings, Yellowstone County, Montana and shown on the attached Exhibit A

WHEREAS, the notice required by Section 22-902 of the Billings Montana City Code has been duly published and mailed; and

WHEREAS, the public hearing required by Section 22-902 of the Billings Montana City Code was duly held on the 12<sup>th</sup> day of April, 2010.

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

- 1) That the City staff is authorized to proceed with the sale of lots 7 and 8, block 53 Fosters Addition for the sum of \$\_\_\_, under the requirements of Section 22-902 of the Billings, Montana City Code.

APPROVED AND PASSED by the City Council of the City of Billings, Montana this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

THE CITY OF BILLINGS:

BY: \_\_\_\_\_

THOMAS W. HANEL, MAYOR

ATTEST:

\_\_\_\_\_

CARI MARTIN, CITY CLERK

# AGREEMENT TO PURCHASE AND SELL REAL PROPERTY

This Agreement is entered into by and between Stockman Bank of Montana, P.O. Box 250, Miles City, MT 59301-0250 ("Buyer") and, City of Billings, P.O. Box 1178, Billings, MT 59101-1178 ("Seller").

For good and valuable consideration, receipt of which is acknowledged by the parties' signatures below, the parties agree as follows:

REAL PROPERTY: Subject to the terms and conditions set forth herein, Buyer agrees to purchase, and Seller agrees to sell 414 North Broadway (a/k/a 28<sup>th</sup> Street), Billings, Montana, consisting of 7,000 square feet and more particularly described as:

Lots 07 and 08, Block 053, of Foster's Addition, as set forth in the map or plat on file in the office of Clerk and Recorder, Yellowstone County, Montana.

TOGETHER WITH all tenements, hereditaments and appurtenances thereunto belonging. The foregoing shall be referred to collectively as "the Property."

PURCHASE PRICE AND TERMS: The purchase price for the Property shall be Two Hundred Twenty Thousand U.S. Dollars (\$220,000.00). Within ten (10) business days of Seller's acceptance of this Agreement, Buyer shall deposit Twenty Five Thousand U.S. Dollars (\$25,000.00) with the Closing Agent as earnest money, subject to all of the terms and conditions stated herein. The balance of the purchase price shall be paid by Buyer at time of closing.

SPECIAL PROVISIONS: Seller, in Seller's sole discretion, has the right to elect one or neither of the following Special Provisions:

- (1) Buyer agrees to trade the Property back to Seller, upon Seller's commitment to build a parking structure (the "Structure") on the Property. This exchange will be referred to as the "Trade".
  - a. Buyer shall transfer the Property back to Seller upon Seller advertising bids for construction of the Structure.

- b. Buyer shall receive parking spaces in the Structure equal to the fair market value of the Property at time of Trade; however, these spaces shall not exceed 10% of the total parking spaces in the Structure. Any spaces owing Buyer due to the Trade, over and above the 10%, shall be purchased by Seller for cash at fair market value at time of Trade.
  - c. Additionally, Buyer shall have the right to long term leases, with standard terms and conditions, on parking spaces in the Structure equivalent to the number of spaces designated on the Property at time of Trade.
  - d. All parking spaces covered in this Provision shall be located as close to Buyer's bank building at 402 N. Broadway as possible.
  - e. If Seller fails to begin construction of the Structure within five (5) months of the Trade, then Seller must immediately transfer the Property back to Buyer. Any cash paid to Buyer in the Trade shall immediately be returned to Seller. Likewise, any agreements executed in furtherance of the Trade shall become null and void after Seller returns the Property to Buyer.
  - f. This Provision shall be added as a deed restriction and expire on December 31<sup>st</sup>, 2016.
- (2) Buyer agrees to trade the Property back to Seller if the Property is necessary for expansion of the existing Parmly Billings Library building or construction of a new public library building (the buildings shall collectively be referred to as "the new Library").
- a. Buyer shall transfer the Property back to Seller upon Seller advertising bids for construction of the new Library.
  - b. In return for the Property, Buyer shall receive similar property (the "Replacement Property"), with like improvements, located within five hundred (500) feet of Buyer's bank building at 402 N. Broadway.
  - c. The term "necessary" is defined as locating any portion of the new Library, reasonable landscape, and/or needed parking on the Property.
  - d. If Seller fails to begin construction of the new Library within five (5) months of reacquiring the Property, then Seller must immediately transfer the Property back to Buyer. Buyer shall immediately transfer the Replacement Property back to Seller. Any cash exchanging hands in furtherance of this transaction shall immediately be returned to the paying party.

e. This Provision shall be added as a deed restriction and expire on December 31<sup>st</sup>, 2016.

(3) Buyer agrees to grant Seller a first right of refusal to purchase Buyer's two (2) lots located at 516 North Broadway, more particularly described as Lots 07 and 08, Block 049, of Foster's Addition (collectively the "North Lots").

a. In return for seller exercising its first right of refusal buyer shall receive similar property located within five hundred (500) feet of Buyer's bank building at 402 N. Broadway.

b. This Provision shall survive closing and expire on December 31<sup>st</sup>, 2016.

CLOSING AGENT: First Montana Title Company of Billings shall act as the Closing Agent.

CLOSING DATE AND PLACE: The date of Closing shall be 1:00 p.m., May \_\_\_\_\_, 2010, at the Closing Agent's office at 204 North 29<sup>th</sup> Street, Billings, Montana. The parties may agree to close the transaction at any other mutually convenient time or place. Buyer and Seller will deposit with the Closing Agent all instruments and monies necessary to complete the purchase in accordance with this Agreement.

CLOSING FEES: All costs associated with closing, including recording fees, will be split equally by the parties.

POSSESSION: Buyer shall have possession of the Property upon completion of the closing.

CONVEYANCE: Seller shall convey the Property by Warranty Deed, free and clear of all liens and encumbrances, subject to:

(a) All reservations and exceptions to title existing in patents from the United States or the State of Montana, and;

(b) Any federal, state or local building use regulations, zoning ordinances and the like, and;

- (c) Real property taxes assessed against the real property for 2010 and subsequent years, and;
- (d) Any prior conveyance, lease or other transfer of any interest in minerals, including oil, gas and other hydrocarbons.

Except with respect to the items enumerated above, subject to which title is conveyed, the warranty deed shall be given with the usual covenants expressed in § 30-11-110, Montana Code Annotated.

The Warranty Deed shall also include the deed restriction language memorializing the Special Provisions as set forth above in this Agreement.

CONDITION OF TITLE: Seller shall convey the Property free and clear of all liens, claims, leases, demands or encumbrances of any nature whatsoever. All mortgages, judgments and liens shall be paid or satisfied by Seller at or prior to closing. Seller agrees that no additional encumbrances, restrictions, easements or other adverse title conditions will be placed against the title to the Property subsequent to the effective date of this Agreement.

CONDITION OF PROPERTY: Seller represents and warrants as a material condition of this Agreement that during its possession and at no time to the best of their knowledge and belief has the Property been utilized to generate, transport or store any hazardous or toxic wastes or illegal substances of any kind or nature as defined under state and federal law. This warranty shall be deemed to survive the closing. Excepting the foregoing, Seller makes no additional representations or warranties of any kind as to the condition of the Property, including without limitation warranties of fitness for a particular purpose.

NO CHANGE IN PHYSICAL CONDITION/RISK OF LOSS: Seller shall maintain the Property in the same or better condition as existed at the effective date of this Agreement, normal wear and tear excepted. Seller shall bear the risk of loss between the effective date of this Agreement and the time title is transferred to Buyer.

TITLE INSURANCE: The cost of an ALTA Standard Coverage Owners Title Insurance Policy (as

evidenced by an ALTA title insurance commitment – referred to as the “Commitment”) to be obtained by Seller shall be deducted from Seller’s proceeds at time of closing. The Commitment shall be in an amount equal to the purchase price, committing to insure merchantable title to the Property in Buyer’s name, free and clear of all liens and encumbrances except: zoning ordinances, building and use restrictions, reservations in federal patents, and easements of record. If Seller’s title is not merchantable and cannot be made merchantable before the stated closing date, THIRTY (30) ADDITIONAL DAYS SHALL BE ALLOWED FOR SELLER TO MAKE SUCH TITLE MERCHANTABLE. Encumbrances to be discharged by Seller shall be satisfied prior to closing or from Seller’s proceeds at time of closing. Seller shall provide said Commitment within ten (10) days of signing this Agreement.

TAXES AND ASSESSMENTS: Seller and Buyer agree to prorate property taxes owed for 2010 and any other special assessments that may be owed at time of closing.

NOXIOUS WEEDS DISCLOSURE: Buyers of property in the State of Montana should be aware that some properties contain noxious weeds. The laws of the State of Montana require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your obligations as an owner of property, contact either your local County extension agent or Weed Control Bureau.

REMEDIES:

A. If Seller accepts the offer contained in this Agreement, but fails to timely close as required by this Agreement, Buyer may:

1. Demand immediate repayment of all monies that Buyer has paid as earnest money, and upon the return of such money the rights and duties of Buyer and Seller under this Agreement shall be terminated; and/or
2. Demand that Seller specifically perform Seller’s obligations under this Agreement; and/or
3. Demand that Seller pay monetary damages for Seller’s failure to perform the terms of this Agreement; and/or
4. Demand any other remedy at law or in equity, which shall be cumulative to the foregoing.

B. If Seller accepts this Agreement and satisfactorily performs but Buyer fails to timely close as required hereunder, then Seller may:

1. Declare the earnest money paid by Buyer forfeited; and upon such forfeiture the rights and duties of Buyer and Seller under this Agreement shall be terminated; and/or
2. Demand that Buyer specifically perform Buyer's duties and obligations under this Agreement; and/or
3. Demand that Buyer pay monetary damages for Buyer's failure to perform the terms of this Agreement.
4. Demand any other remedy at law or in equity, which shall be cumulative to the foregoing.

BUYER'S AND SELLER'S CERTIFICATION: By entering into this Agreement, each person or persons executing this Agreement, as Buyer or Seller, represents that he/she is eighteen (18) years of age or older, of sound mind, and legally competent to own or transfer real property in the State of Montana; and, if acting on behalf of a governmental body, corporation, partnership, limited liability company or other non-human entity, that he/she is duly authorized to enter into this Agreement on behalf of such entity.

TIME IS OF THE ESSENCE: Time is of the essence in this Agreement and all clauses herein.

BINDING EFFECT: This Agreement is binding upon the heirs, personal representatives, and assigns of each of the parties hereto.

FACSIMILE: The parties agree that a facsimile copy of this Agreement to Sell and Purchase which contains the parties' signatures may be used as the original.

ENTIRE AGREEMENT: This Agreement, together with any attached exhibits and any addenda or amendments signed by the parties, shall constitute the entire agreement between Seller and Buyer, and supersedes any other written or oral agreements between Seller and Buyer. This Agreement can be modified only in writing, signed by Seller and Buyer.

COUNTERPARTS: A copy of this Agreement may be executed by each party separately, and when each has executed a copy thereof, such executed copies taken together shall be deemed to be a full and complete Agreement between the parties.

NOTICES: Any notice, consent, approval, waiver or election that any party shall be required or permitted to make or give under this Agreement shall be in writing and shall be hand delivered, sent by First Class United States Mail, postage prepaid, or sent by facsimile, with receipt of error free transmission, with the original sent by First Class United States Mail, postage prepaid to the respective parties at the address below:

If to Seller:                Bruce McCandless  
   City of Billings  
   P.O. Box 1178  
   Billings, MT 59101-1178  
   Fax (406) 657-8390

If to Buyer:                William Coffee  
   Stockman Bank of Montana  
   P.O. Box 80850  
   Billings, MT 59108-0850  
   Fax (406) 655-2737

Either party may, from time to time, change the address to which notice shall be sent by notice given to the other party. Any notice given that does not conform to this section shall be effective only upon receipt.

BROKERS: Each party is solely responsible for all commissions and fees due to their respective representatives and/or brokers.

LEGALLY BINDING CONTRACT: The parties represent and acknowledge that this Agreement is a legally binding contract between the parties.

ATTORNEY'S FEES: In the event of a dispute arising under this Agreement, the prevailing

parties shall be entitled to their costs of ALTERNATIVE DISPUTE RESOLUTION and/or suit, including their reasonable attorney's fees, commencing upon the first notice of such dispute.

LAW/VENUE: The parties agree that the laws of Montana shall govern the parties' rights and remedies under this Agreement and that Yellowstone County, Montana, is the proper place of venue for any dispute arising under the Agreement.

IN WITNESS WHEREOF, Buyer and Seller hereby execute this Agreement to purchase and sell.

**BUYER:**

**STOCKMAN BANK OF MONTANA**

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By: William E. Coffee

Title: Chief Executive Officer

Date: March \_\_\_\_\_, 2010

**SELLER:**

**CITY OF BILLINGS**

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By: Tom Hanel

Title: Mayor

Date: March \_\_\_\_\_, 2010

**PARMLY BILLINGS LIBRARY**

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By: Tony Hines

Title: Board Chair

Date: March \_\_\_\_\_, 2010

PARMLY BILLINGS LIBRARY

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By: Bill Cochran

Title: Library Director

Date: March \_\_\_\_\_, 2010

Date: 04/12/2010

TITLE: Motion to Reconsider Bid Award - Two Quick Response Vehicles

PRESENTED BY: Paul Dextras, Fire Chief

Department: Fire

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Information

**PROBLEM/ISSUE STATEMENT**

Specifications were developed by the Fire Chief with input from the internal apparatus committee. Bidders were asked to provide pricing on units delivered (Base Bid #1) or non-delivered (Base Bid #2). They were also asked to provide pricing for the units with stainless steel plumbing (Base Bid #1A and #2A). Bidders were also asked to include pricing on six (6) optional items.

The call for sealed bids notice was published on January 14, February 11 and February 18, 2010. Thirty-three (33) bid packets were mailed, emailed or picked up by fire apparatus vendors between January 5 and February 18, 2010. Bid opening was February 23, 2010. Seven (7) vendors submitted bids. One (1) vendor's bid was received past the bid opening deadline and was returned to the vendor unopened. A summary of the bids opened follows:

Base Bid #1 (Delivered). Classic Fire LLC \$242,000.00; Unruh Fire Inc. \$236,818.00; Big Sky Fire Equipment \$273,332.00; E.J. Metals, Inc. \$333,388.24; West-Mark \$284,062.00; and Freemont Motor Company \$238,870.00.

Base Bid #1A (Delivered w/Stainless Steel Plumbing). Classic Fire LLC \$242,000.00; Unruh Fire Inc. \$239,218.00; Big Sky Fire Equipment \$273,332.00; E.J. Metals, Inc. \$333,388.24; West-Mark \$289,062.00; and Freemont Motor Company \$238,870.00.

Base Bid #2 (Non-Delivered) Classic Fire LLC \$233,000.00; Unruh Fire Inc. \$232,400.00; Big Sky Fire Equipment \$273,332.00; E.J. Metals, Inc. \$331,388.24; West-Mark \$278,062.00; and Freemont Motor Company \$238,870.00.

Base Bid #2A (Delivered w/Stainless Steel Plumbing). Classic Fire LLC \$233,000.00; Unruh Fire Inc. \$234,800.00; Big Sky Fire Equipment \$273,332.00; E.J. Metals, Inc. \$331,388.24; West-Mark \$283,062.00; and Freemont Motor Company \$238,870.00.

Option #1: Quick connect jumper cable hook ups: Classic Fire LLC \$125.00; Unruh Fire Inc. \$135.00; Big Sky Fire Equipment \$414.00; E.J. Metals, Inc. \$323.50; West-Mark (no bid); and Freemont Motor Company \$131.48.

Option #2: Darley remote start in cab, console mounted. Classic Fire LLC \$600.00; Unruh Fire Inc. \$1,251.50; Big Sky Fire Equipment \$2,300.00; E.J. Metals, Inc. no bid; West-Mark (no bid); and Freemont Motor Company \$1,862.40.

Option #3: FRC tank level gages, foam and water. Classic Fire LLC \$950.00; Unruh Fire Inc. \$580.00; Big Sky Fire Equipment \$1,369.00; E.J. Metals, Inc. \$1,154.42 (\$549.97-water & \$604.45-foam); West-Mark (no bid); and Freemont Motor Company \$590.64.

Option #4: DOTS reflective striping on rear body and compartments. Classic Fire LLC \$1,250.00; Unruh Fire Inc. \$625.00; Big Sky Fire Equipment (Included in bid); E.J. Metals, Inc. (Included in bid); West-Mark (no bid); and Freemont Motor Company \$1,890.00.

Option #5: Hour meter on pump panel. Classic Fire LLC \$110.00; Unruh Fire Inc. (no charge); Big Sky Fire Equipment \$96.00; E.J. Metals, Inc. \$149.00; West-Mark (no bid); and Freemont Motor Company \$68.00.

Option #6: Buck Stop™ Classic 1 Bumper. Classic Fire LLC (no available); Unruh Fire Inc. \$618.00; Big Sky Fire Equipment \$2,943.00; E.J. Metals, Inc. (Included in bid); West-Mark (no bid); and Freemont Motor Company \$2,162.00.

### **ALTERNATIVES ANALYZED**

City Council may:

- Award the bid; or
- Not award the bid.

### **FINANCIAL IMPACT**

The \$250,000 funding for adding two additional response units to the Fire Department's vehicle fleet was approved in the FY2010 City-Wide Vehicle Replacement Plan.

### **RECOMMENDATION**

Staff recommends awarding the bid for the two Quick Response Vehicles (QRV's) to Unruh Fire Equipment, Sedgwick, Kansas for Base Bid #2 - \$232, 400, picked up at factory and options #1 & #6 for a total bid award for both trucks in the amount of \$233,906.

### **APPROVED BY CITY ADMINISTRATOR**

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