

## 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 26, 2010**

**6:30 P.M.**

**CALL TO ORDER – Mayor Hanel**

**PLEDGE OF ALLEGIANCE – Mayor Hanel**

**INVOCATION – Councilmember Denis Pitman**

**ROLL CALL**

**MINUTES: April 12, 2010**

**COURTESIES**

**PROCLAMATIONS - Public Service Recognition Week, May 3-9, 2010**

**ADMINISTRATOR REPORTS - TINA VOLEK**

**PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Item 1 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. Taxiway A South Rehabilitation Project** (Opened 4/13/2010); Recommend Knife River; \$1,229,034.30.
- 2. W.O. 03-07, Alkali Creek Multi-Use Path, Segment 1B (Main Street Tunnel)** (Opened 4/13/2010); Recommend Four Beers, Inc. dba Stillwater Excavating for Schedule 1 (tunnel only) - \$1,472,636; CMG Construction for Schedules 2A and 2B (path segments) - \$203,025.
- 3. W.O. 04-12, Phase 3 - Alkali Creek Road Maintenance and Slope Reconstruction, Schedules I and II** (Opened 4/13/2010); Recommend CMG Construction; \$1,336,558.
- 4. W.O. 09-08, Wastewater Treatment Plan Water Line Replacement** (Opened 4/13/2010); Recommend delay of award until May 10, 2010.

5. **W.O. 10-01, 2010 Water and Sanitary Sewer Replacement Project, Schedule 3** (Opened 3/30/2010)(Delayed from 4/12/10); Recommend COP Construction; \$2,717,181.
  6. **W.O. 10-09, Wastewater Treatment Plant T-5 Transformer Replacement** (Opened 4/13/2010); Recommend Colstrip Electric, Inc.; \$189,000.
- B. Signal Emergency Response Agreement** with Montana Department of Transportation for the City to provide, and be compensated for, emergency work on traffic signals located on designated State routes; term: 7/1/10 through 6/30/11.
- C. Maintenance Agreement** with Montana Department of Transportation for maintenance of state-owned highway routes within Billings City Limits; term: 7/1/2010 through 6/30/2011 with option for second year; revenue - \$439,470, plus contribution to City's Equipment Replacement Program.
- D. Acknowledging Receipt of Petition to Annex #10-02:** A 1.911-acre of vacant cropland described as Tract 2A, Certificate of Survey No. 3364 Amended and located on the west side of Zimmerman Trail and north of Grand Avenue; KZ Bar Limited Partnership, owner and petitioner, and setting a public hearing for May 10, 2010.
- E. Easement** with STAN-FUHR, Inc. for W.O. 09-07, construction of ADA ramps at the northeast corner of 24th Street West and Broadwater Avenue; at no cost to the City.
- F. W.O. 04-33, Lake Elmo Drive (Hilltop to Wicks Lane) Right-of-Way Acquisition:** Parcel #31: Portion of Tract 1A Amended Tract 1 of Certificate of Survey No. 2241, Scott D Eastlick and Robin E. Eastlick, \$4,350.
- G. Street Closures:**
1. **Cinco de Mayo Celebration**, May 4, 2010, 3 p.m. to 10 p.m.; 100 block of North 26th Street.
  2. **Montana Women's Run**, May 8, 2010, 6 a.m. to noon; 2nd and 3rd Avenues from N.10th to Division St.; Clark and Yellowstone Avenues from Division to 7th Street West (8:25-10:00 am only); 2nd Ave. N. from N. 27th St. to N. 30th St.; and Broadway from 1st Ave. N. to 3rd Ave. N.
- H. Grant Application Request** to submit a Recreational Trails Program Grant application for funding of the 25th Street Bicycle/Pedestrian Bridge; \$70,000, with required local match of \$14,000.
- I. Resolution** amending Resolution #09-18904 establishing policy for public access to City Council e-mails.
- J. Bills and Payroll:**
1. March 26, 2010
  2. April 2, 2010

**REGULAR AGENDA:**

2. **CONTINUED PUBLIC HEARING AND RESOLUTION** ordering construction of improvements identified in W.O. 09-02, 2009 Miscellaneous/Developer Related Project. (Continued from 4/12/2010) Staff recommends approval. (**Action:** approval or disapproval of staff recommendation.)
3. **PUBLIC HEARING TO GATHER PUBLIC INPUT ON BUDGET ALLOCATIONS AND THE DRAFTED CONSOLIDATED PLANS; APPROVAL OF THE ALLOCATION OF CDBG AND HOME FUNDING FOR FY2010-2011 AS RECOMMENDED BY THE COMMUNITY DEVELOPMENT BOARD; AND APPROVAL OF THE DRAFTED FY2010-2014 CONSOLIDATED PLAN AND FY2010-2011 ACTION PLAN.** Staff recommends approval. (**Action:** approval or disapproval of staff recommendation.)
4. **CONTINUED 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. (Continued from 4/12/10) Library Board and staff recommend approval. (**Action:** approval or disapproval of Library Board and 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: 04/26/2010

TITLE: Bid Award for the Passenger Facility Charge Funded Taxiway South Rehabilitation Project

PRESENTED BY: Tom Binford

Department: Aviation & Transit

**Information**

**PROBLEM/ISSUE STATEMENT**

The Taxiway A South Rehabilitation Project, included in the City's Capital Improvement Program, will replace the 16-year-old asphalt pavement south of Taxiway A, located east of the Terminal Building. This pavement is beginning to break apart, producing loose gravel that could be ingested by jet engines, and possibly causing serious and costly damage to the aircraft. This area will also be constructed to promote storm water drainage into a new slotted drain system. Also included in this Project is the construction of a new vehicle access road that will route vehicle traffic away from the aircraft parking ramps on the east side of the Airport, reducing the chance of vehicle/aircraft accidents. This Project was advertised in the *Billings Times* for three weeks, and was posted on the City's Web Site. On April 13, 2010, the following bids on this project were received:

<b>CONTRACTOR</b>	<b>BID</b>
Knife River	\$1,229,034.30
Riverside	\$1,279,807.00
JEM	\$1,851,862.25
<b>ESTIMATE</b>	<b>\$1,600,000.00</b>

**ALTERNATIVES ANALYZED**

The City Council may:

- Approve the Award of Taxiway A South Rehabilitation Project; or
- Decline to approve the Award of the Taxiway A South Rehabilitation Project, reject all bids and not complete the Project at this time.

**FINANCIAL IMPACT**

The total cost of this Project is \$1,229,034.30. The source of the funds for this Project are budgeted in the Department's Passenger Facility Charge fund.

**RECOMMENDATION**

Staff recommends that City Council approve the Award of the Passenger Facility Charge Funded Taxiway A South Rehabilitation Project to the low bidder, Knife River, for the amount of \$1,229,034.30.

**APPROVED BY CITY ADMINISTRATOR**

Date: 04/26/2010

TITLE: W.O. 03-07, Alkali Creek Multi-Use Path—Segment 1B (Main Street Tunnel), Construction Contract Award

PRESENTED BY: Will Robbins, Public Works

Department: Public Works

**Information**

**PROBLEM/ISSUE STATEMENT**

This project provides another segment to the city-wide pedestrian/bike trail system and will feature a grade separated crossing of Main Street. This is the third time the project has been bid. No bids were received when the project was initially bid July 1, 2008. The second bid, September 30, 2008, yielded bids substantially greater than the available budget, so all bids were rejected. Additional funding has now been obtained, including ARRA (American Recovery and Reinvestment Act) funds, so the project has been expanded to include a path through Earl Guss Park and is being bid again.

The project involves construction of approximately 1,915 lineal feet of concrete path, a tunnel under Main Street, and all associated site work (grading, drainage, lighting, signing, planting, etc.). The project is located near the crossing point of Alkali Creek and Main Street. Three schedules will be bid--Schedule 1: primarily the tunnel work; Schedule 2A: the west path segment; and Schedule 2B: the east path segment through Earl Guss Park. Ultimately, this new segment of path will allow the existing paths along Alkali Creek, through Sword's Park, and by METRA Park to be tied together, thus greatly enhancing the City's network of trails.

The project was designed by HKM Engineering, whom the City has a contract with for these professional services. Bids were opened April 13, 2010, and by law, Council must act on the bid opening at this meeting.

**ALTERNATIVES ANALYZED**

The Council may:

- Award construction contracts to Four Beers, Inc. for Schedule 1 and to CMG Construction for Schedules 2A and 2B; or
- Not award a construction contract for the bids opened.

**FINANCIAL IMPACT**

The project is being funded by ARRA, CTEP, TCSP, and some local grants. There are adequate funds available to cover the entire costs of construction.

Bids were opened April 13, 2010, with the following results:

CONTRACTOR	Schedule 1 (tunnel)		Schedule 2A (west path)	Schedule 2B (east path)	TOTAL of Schedules 2A & 2B
Four Beers	\$ 1,472,636.00		No Bid	No Bid	
Don Kelly Construction	\$ 1,675,844.00		\$ 129,793.00	\$ 206,281.75	\$ 336,074.75
COP Construction	\$ 2,134,852.00		No Bid	No Bid	
Western Municipal	\$ 2,226,188.00		No Bid	No Bid	
Riverside Sand & Gravel	\$ 2,228,069.00		\$ 104,362.50	\$ 144,760.80	\$ 249,123.30
CMG Construction	No Bid		\$ 93,674.00	\$ 109,351.00	\$ 203,025.00
Knife River	No Bid		\$ 92,097.85	\$ 119,769.20	\$ 211,867.05
Matriarch Construction	No Bid		\$ 100,399.66	\$ 136,439.89	\$ 236,839.55
Engineer's Estimate	\$ 2,105,285.60		\$ 116,915.70	\$ 159,637.50	\$ 276,553.20

**RECOMMENDATION**

Staff recommends that Council award construction contracts for W.O. 03-07, Alkali Creek Multi-Use Path—Segment 1B (Main Street Tunnel), for Schedule 1 (tunnel only) to Four Beers, Inc. dba Stillwater Excavating for \$1,472,636.00, and for Schedules 2A and 2B (path segments) to CMG Construction for \$203,025.00.

**APPROVED BY CITY ADMINISTRATOR**

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Date: 04/26/2010

**TITLE: W.O. 04-12—Phase 3, Alkali Creek Road Maintenance and Slope Reconstruction, Construction Contract Award**

**PRESENTED BY:** David Mumford

**Department:** Public Works

**Information**

**PROBLEM/ISSUE STATEMENT**

The original plan for W.O 04-12 was to reconstruct Alkali Creek Road between Senators Blvd. and Airport Road. In addition to a reconstructed street section, the project was to include storm drainage, water and sewer mains, a multi-use path, sidewalk and curb & gutter improvements. The first two phases of the project were started in the summer of 2005 and completed in the summer of 2006. These phases encompassed the section between Senators and the BBWA Canal siphon crossing near Black Pine Street. The multi-use path constructed during these phases stretches from Alkali Creek Elementary School to Black Pine Street.

Phase 3 of the project involves street maintenance, relocation of Alkali Creek to the north, reconstruction of the north slopes between the road and stream, construction of a multi-use path, and improvements to curb, gutter and storm drainage along Alkali Creek Road between Black Pine Street and a point between Morningside Lane and Aronson Ave. The slope reconstruction is due to major slope failures discovered in 2007, resulting from erosion caused by Alkali Creek at the bottom of the slopes and runoff from the rims above the road. The current bid package is broken into separate segments; west and east of Morningside Lane. The west segment will be constructed while an existing historical site is being mitigated on the east segment, and construction of the east segment will follow completion of the historical mitigation. In addition to the tasks listed above, the project includes installation of guardrail and revegetation and landscaping of all affected areas.

This phase of the project has been designed by Kadrmas, Lee & Jackson (KLJ), with whom the City has a contract for these professional services. Construction bids were opened April 13, 2010, and by law, Council must act on the bids at this time.

**ALTERNATIVES ANALYZED**

The Council may:

- Approve award of the construction contract to CMG Construction; or
- Reject all bids.

**FINANCIAL IMPACT**

The project is being funded by Montana Reinvestment Act House Bill 645, Arterial fees, and Storm Water funds. The FY 2010 budget amounts are:

House Bill 645 funds:	\$1,650,688
Arterial Road Improvements:	\$1,272,000
Storm Water Funds:	\$ 157,700
Spent (and obligated) to date:	(\$ 852,295)
Remaining Funding:	\$2,228,093

Bids were opened April 13, 2010, with the following results:

<b>CONTRACTOR</b>	<b>Schedule 1 (west segment)</b>	<b>Schedule 2 (east segment)</b>	<b>TOTAL</b>
JEM Contracting	\$ 779,501.71 *	\$ 200,346.01 *	\$ 979,847.72 *
CMG Construction	\$ 1,053,135.50	\$ 283,422.50	\$ 1,336,558.00
HL Ostermiller	\$ 1,155,972.26	\$ 343,450.61	\$ 1,499,422.87
Donnes Construction	\$ 1,390,056.00	\$ 290,439.97	\$ 1,680,495.97
Western Municipal	\$ 1,573,053.65	\$ 344,327.20	\$ 1,917,380.85
Coleman Construction	\$ 1,718,080.15	\$ 499,584.60	\$ 2,217,664.75
Knife River	\$ 1,845,285.35	\$ 479,020.35	\$ 2,324,305.70
Riverside Sand & Gravel	\$ 2,130,279.70	\$ 283,422.50	\$ 2,413,702.20
Engineer's Estimate	\$ 1,794,825.25	\$ 343,755.00	\$ 2,138,580.25

\* Bid determined to be nonresponsive.

After review of the bids by the design engineer (KLJ) and city staff, the low bid was determined to NOT be in the best interests of the City of Billings due to the amount of the bid not being sufficient to complete the work at the level required by the project specifications. Per Section 0200 of the project documents, the City reserves the right to reject any bids that are deemed nonconforming or nonresponsive and not in the best interests of the City. The low bidder (JEM) has indicated they will not protest rejection of their bid and award of the contract to the second lowest bidder.

#### **RECOMMENDATION**

Staff recommends that Council reject the apparent low bid from JEM Contracting and award a construction contract for W.O. 04-12—Phase 3, Alkali Creek Road Maintenance and Slope Reconstruction, Schedules 1 and 2, to CMG Construction for \$1,336,558.00.

#### **APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Consent : 1.A.4.**

**Date: 04/26/2010**

**TITLE: W.O. 09-08 WWTP Water Line Replacement Delay Bid Award**

**PRESENTED BY:** David Mumford

**Department:** Public Works

**Information**

**PROBLEM/ISSUE STATEMENT**

Bids were recieved for W.O. 09-08 WWTP Water Line Replacement on April 13, 2010. Staff requires additional time to review and evaluate the contractors' bids and qualifications. Staff will make a recommedation at the May 10, 2010 City Council meeting.

This project includes replacing 130 lineal feet of existing water line on the Metra property, 220 lineal feet of directional drill parallel water line across Alkali Creek, and replacing 730 lineal feet of 4-inch and 2-inch water line on the Wastewater Treatment Plant Site. Part of this project includes the City crews installing approximately 800 ft of 8-inch water line on the Metra property.

**ALTERNATIVES ANALYZED**

The Council may:

- Delay the award of contract W.O. 09-08 until May 10, 2010;
- Award the contract at the April 26, 2010 council meeting; or
- Reject all bids and do not award contract for W.O. 09-08

**FINANCIAL IMPACT**

This project will be funded with Wastewater Revenues. The city received four bids for this project as follows:

	Western Muncipal	Cop Construction	Becco General Const.	Williams Civil	Engineer's Estimate
Base Bid	\$498,485.44	\$698,880.00	\$500,000.00	\$535,840.00	\$570,000.00
Alternate A	\$230,000.00	\$301,000.00	\$85,000.00	\$70,600	\$80,000.00
Alternate B	\$290,000.00	\$340,000.00	\$78,000.00	\$95,600.00	\$186,000.00

The following is a breakdown of the costs of the \$836,360 allocated for this project:

Design & CA           \$ 83,517.00 (PE & CE contract)  
 Construction        Will be determined during delay period  
 Remaining Funds    Will be determined during delay period

Remaining funds will be used for change orders, materials testing, and other administrative costs.

**RECOMMENDATION**

Staff recommends that Council delay award for Work Order 09-08 WWTP Water Line Replacement until May 10, 2010.

**APPROVED BY CITY ADMINISTRATOR**

Date: 04/26/2010

TITLE: W.O. 10-01 Water and Sewer Replacement Projects, Schedule 3 Contract Award

PRESENTED BY: David Mumford

Department: Public Works

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### Information

#### PROBLEM/ISSUE STATEMENT

Council and Mayor are asked to consider authorizing and executing a construction contract for Schedule 3 of W.O. 10-01, 2010 Water and Sanitary Sewer Replacement Projects. After opening bids on all three (3) contract schedules on March 30, Schedules 1 and 2 of W.O. 10-01 were awarded by Council on April 12; however, staff recommended delaying award of Schedule 3 until April 26 while further investigations into the apparent low bidder, Edstrom Construction, were conducted.

Although Edstrom Construction's bid of \$2,586,545.00 on Schedule 3 is \$130,636.00 lower than the second lowest bid of \$2,717,181.00, staff investigations have determined that Edstrom Construction is not sufficiently qualified to perform the work on Schedule 3. Staff is recommending that Schedule 3 be awarded to the next lowest bidder, COP Construction. After requesting additional information from Edstrom Construction and thoroughly researching their qualifications, several strong concerns emerged relative to their ability to complete the extremely challenging water and sanitary sewer replacement work in 24th Street West and Broadwater Avenue. Some of these concerns include:

- Edstrom's work plan proposes production rates 4 times faster than we typically experience for this type of work, and it is proposed to be performed by a single crew for the entire schedule.
- The work plan for the 24th St. W./Broadwater intersection does not conform to project specifications relative to scheduling and coordination of work.
- The work plan does not appear to adhere to requirements associated with testing schedules and time limits on surface restoration.
- Interviews of references with previous experience with Edstrom indicate that Edstrom has underestimated work schedule and the complexity of some project elements on other projects. Edstrom's reference list does not include work that is comparable to the work that is required in 24th St. W. and Broadwater Ave.

Since 24th Street West is one of the most highly visible and utilized roads in Montana for business and general travel, it is critical that a highly qualified and experienced contractor be selected to perform this work. Staff does not recommend that the City assume the undue risk of unnecessary negative impacts on local business, the travelling public and City staff and officials that would result from poor contractor performance. Based on the concerns outlined above, staff believes this risk is significantly high with Edstrom Construction, whereas COP Construction successfully completed similar replacement work in 24th St. W. between Central Ave. and Broadwater Ave. last year.

Schedule 3 includes three work areas. Zone A includes water main replacement in Upper Mountain View Boulevard. Zone B includes water and sanitary sewer main replacement in 24th Street West between Broadwater Avenue and Grand Avenue. Zone C includes water and sanitary sewer main replacement in Broadwater Ave. between 24th St. W. and 28th St. W. Contract conditions require the bids on all three work zones to be awarded to the same contractor.

#### ALTERNATIVES ANALYZED

The Council may:

- Award the Schedule 3 construction contract to COP Construction for \$2,717,181.00; or
- Award the Schedule 3 construction contract to Edstrom Construction for \$2,586,545.00; or
- Do not award the contract.

## **FINANCIAL IMPACT**

Bids for Schedule 3 of W.O. 10-01 were opened on March 30, 2010 with the following results:

### 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: \$1,485,507.00  
COP Construction: \$1,182,427.00

Low Bidder: Edstrom Construction

Zone A (HDPE Pipe Alternative) plus Zone B (Trenchless Alternative) plus Zone C: \$2,586,545.00

Second Low Bidder: COP Construction

Zone A (Ductile Iron Pipe Alternative) plus Zone B (Trenchless Alternative) plus Zone C: \$2,717,181.00

Successful bids for Schedules 1, 2 and 3 of W.O. 10-01 total approximately \$1,799,213.40 for sanitary sewer replacement and \$3,021,179.10 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 a construction contract for Schedule 3 of W.O. 10-01, 2010 Water and Sanitary Sewer Replacement Projects to COP Construction in the amount of \$2,717,181.

## **APPROVED BY CITY ADMINISTRATOR**

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Date: 04/26/2010

**TITLE: W.O. 10-09 Wastewater Treatment Plant T-5 Transformer Replacement Bid Award**

**PRESENTED BY:** David Mumford

**Department:** Public Works

**Information**

**PROBLEM/ISSUE STATEMENT**

Bids were received and evaluated for WO 10-09 WWTP T-5 Transformer Replacement on April 13, 2010. This project includes replacing the existing wastewater plant T-5 Transformer, eliminating the T-1 Transformer, and redistributing the power from the T-1 Transformer to the T-5 Transformer. The existing T-1 Transformer is beginning to show signs of failure. This project is in accordance with the master plan for the Wastewater Treatment Plant (WWTP).

**ALTERNATIVES ANALYZED**

The Council may:

- Award the contract for W.O. 10-09 to Colstrip Electric, Inc. in the amount of \$189,000.00; or
- Reject all bids and do not award the contract for W.O. 10-09

**FINANCIAL IMPACT**

Funding for this project will be out of the 2010 Wastewater Revenues. The City received three bids for this project as follows:

<u>Project Costs</u>	<u>Bids</u>
Engineers Estimate	\$195,000.00
Colstrip Electric, Inc.	\$189,000.00
Yellowstone Electric	\$252,856.00
Ace Electric	\$216,430.00

A breakdown of the project funds per the CIP is listed below:

Work Order 10-09 WWTP T-5 Transformer Replacement

<u>2010 Wastewater Revenue</u>	<u>\$363,000.00</u>
<u>Contract Amount (This Memo)</u>	<u>\$189,000.00</u>
<b><u>Remaining Funds</u></b>	<b><u>\$174,000.00</u></b>

**RECOMMENDATION**

Staff recommends that Council award Colstrip Electric, Inc's. bid for Work Order 10-09 WWTP T-5 Transformer Replacement in the amount of \$189,000.

**APPROVED BY CITY ADMINISTRATOR**

Date: 04/26/2010

TITLE: Signal Emergency Response Agreement Between the City of Billings and the State of Montana

PRESENTED BY: David Mumford

Department: Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

A maintenance contract with the Montana Department of Transportation (MDT) will be considered by the City Council on April 26, 2010, for the state routes in the City Of Billings in a separate council memorandum. This maintenance agreement does not include the signal maintenance and sign replacement duties for those routes. The signal emergency response agreement in this council memorandum allows Public Works staff to provide emergency work on the traffic signals for the State on the routes specified within the agreement and to be compensated for that work. MDT has staff to perform emergency work on the signals but they are based in other Montana cities and they travel the state. As such, both MDT and the city desire to have a contract for emergency signal work so the signal requiring the work is repaired as soon as possible. The state will perform routine maintenance on the signals on these routes.

**ALTERNATIVES ANALYZED**

1. Approve the Signal Emergency Response Agreement (term is from July 1, 2010, through June 30, 2011) or,
2. Do not approve the agreement and the State would be required to perform emergency signal work on their routes within the Billings city limits

**FINANCIAL IMPACT**

The State of Montana will reimburse the City of Billings for this work based on labor, materials and equipment as specified in the agreement.

**RECOMMENDATION**

Staff recommends that the City Council approve the Signal Emergency Response Agreement between the City of Billings and the State of Montana.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Link: [FY 11 Emergency Response Agreement](#)

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## SIGNAL EMERGENCY RESPONSE AGREEMENT

This agreement is between the City of Billings (City) and the Montana Department of Transportation (MDT) to define the signal emergency response responsibilities of the City and MDT in accordance with State Law which allows MDT to enter into an agreement with local governments to provide emergency response on state routes with provision for full reimbursement. The term of this agreement shall be for one year beginning July 1, 2010

**LIMITS OF AGREEMENT:** The listing of streets and intersections attached as Appendix A is a full and complete listing of the signals and flashers covered by this agreement. During the term of this agreement, additional areas may be added by written agreement of the parties.

**SCOPE OF AGREEMENT:** This agreement covers all activities ordinarily associated with emergency response signal maintenance.

**ITEMS COVERED:** Payment to the City for this agreement shall be for the following:

- A) MDT will continue to provide power for signals presently billed to MDT by Northwestern Energy (Utility).
- B) City will provide all emergency response necessary for the Signal System, MDT will reimburse City in accordance with Appendix B for the proper emergency response of the Signal System. At MDT's option, Signal materials and parts will be provided by MDT or MDT will reimburse the City on an actual cost basis. This will be in addition to the payment detailed in Appendix B.
- C) For purposes of this agreement, the Signal System includes all items covered Part IV-of the Manual on Uniform Traffic Control Devices, dated 1988 with revisions thereto.
- D) Street lighting facilities, except as specifically noted, on these routes are not covered by this Agreement and will remain the responsibility of MDT.
- E) The City will assist MDT in locating underground electrical lines for the Signal System; MDT will reimburse City in accordance with Appendix B.

**COSTS:** The costs associated with this agreement shall be shown in Appendix B and shall be paid to the City on a monthly basis based on the reimbursement breakdown shown in Appendix B.

**RECORDS:** The labor, equipment and materials used under this agreement shall be assigned a special budget category by the City. No recordkeeping shall be attempted to break contractual costs against individual streets that are covered in this agreement. All City records concerning this project are open for review and/or audit by representatives of MDT or the Legislative Auditor at any reasonable time.

**PAYMENT:** The City shall submit a monthly billing and a narrative summary of the work done in the preceding month on or before the 10<sup>th</sup> of the current month. MDT agrees to make payment within 20 calendar days of receipt of the billings.

**TERMINATION:** This agreement may be terminated upon sixty (60) days written notice, delivered by certified mail, return receipt requested, by either party. Upon service of such notice, MDT is liable only for work completed as of the date of the notice.

## SIGNAL EMERGENCY RESPONSE AGREEMENT

**QUARTERLY MEETING:** There shall, as a minimum, be one meeting per calendar quarter to assess the effectiveness of this program and to ensure that budgeting restraints are met. Either party to this agreement may have any staff present.

**COMPENSATED DAMAGES:** It is understood that any damages caused by third parties that can be collected from third parties will be repaired by the City, and a billing for these repairs shall be sent to MDT along with any documentation which the City has available to help MDT in making the collection. MDT shall pay the City for these repairs on an actual documented cost. Payment under this provision shall be in addition to the payment detailed in Appendix B.

**PRIORITIES FOR CONSTRUCTION OR RECONSTRUCTION:** City will rate all potential improvements using a uniform set of criteria. No special or different criteria will be used on the streets covered in this Agreement.

**CONTROLS OF ACCESS AND UTILITIES:** The control of access and utilities within these streets remains with MDT.

**HOLD HARMLESS/INDEMNIFICATION:** The State agrees to hold harmless and/or indemnify the City for damages resulting from the construction or design done by the State of the streets and areas covered by this Agreement. This hold harmless /indemnification clause shall not cover damages which are caused either directly or indirectly by the work done by the City pursuant to this agreement. The City will defend, protect, indemnify and hold harmless the State, its elected and appointed officials, and MDT from any and all claims, losses, damage or causes of action arising from or due to, or allegedly arising from or due to the acts, omissions or manner of performance of any of the services or duties under this agreement to be performed by the City or its contractor or subcontractor, including any claims by employees or third persons, except that the City is not responsible for any liability arising from the negligence of MDT.

**LAW AND VENUE:** This agreement is governed by the laws of Montana. The parties agree that, in the event of any dispute concerning this agreement, any litigation must be brought in the First Judicial District, in and for Lewis & Clark County

**CIVIL RIGHTS COMPLIANCE:** City must comply with all applicable Federal and State laws including, but not limited to, prevailing wage laws and those laws referred to in the two-page notice attached hereto, which is made a part of this agreement by its reference.

**ENTIRE AGREEMENT:** This document, with its appendixes and the notice, contains the entire agreement between the parties, and no statements, promises or inducements made by either party or its agents which in any way modifies, alters or changes the contents of this document is binding. Any subsequent modification must be done by a separate written document.

**RESPONSE PROCEDURE:** City will respond to emergency signal work based on contacts received from the public to the city and on emergency work deemed necessary by city staff without first contacting MDT for approval for that work. City will also respond to emergency signal work based on contact from MDT.

SIGNAL EMERGENCY RESPONSE AGREEMENT

IN WITNESS THEREOF, the parties hereto caused this agreement to be executed in duplicate by their duly authorized officers.

STATE OF MONTANA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_ Date: \_\_\_\_\_  
District Administrator

Approved as to Legal Content: \_\_\_\_\_  
MDT Legal Services

CITY OF BILLINGS

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Thomas W. Hanel, Mayor

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

Enclosures:  
NONDISCRIMINATION NOTICE  
APPENDIX A Location of Traffic Signals/flashers covered by this agreement.

# SIGNAL EMERGENCY RESPONSE AGREEMENT

## NON-DISCRIMINATION NOTICE

During the performance of this Agreement, the City of Helena (hereafter in this Section "the Party"), for itself, its assignees and successors in interest, agrees as follows:

### A) COMPLIANCE WITH TITL VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

- (1) Compliance with Regulations: The Party shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations, Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement, even if only state funding is here involved.
- (2) Nondiscrimination: The Party, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Party shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5.
- (3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the Party for work to be performed under a subcontract, including procurement of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the Party of the Party's obligations under this Agreement and the Regulations relative to nondiscrimination.
- (4) Information and Reports: The Party will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by State or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the Party is in the exclusive possession of another who fails or refuses to furnish this information, the Party shall so certify to the Department or the FHWA as requested, setting forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the Party's noncompliance with the nondiscrimination provision of this Agreement, State may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,
  - (a) Withholding payments to the Party under the Agreement until the Party complies, and/or
  - (b) Cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: The Party will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Party will take such actions with respect to any subcontracts or procurement as the State or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that

## SIGNAL EMERGENCY RESPONSE AGREEMENT

in the event the Party is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the Party may request the State to enter into the litigation to protect the interests of the State, and, in addition, the

Party or the State may request the United States to enter into such litigation to protect the interests of the United States.

### **B) COMPLIANCE WITH THE MONTANA GOVERNMENTAL CODE OF FAIR PRACTICES, §49-3-207, MCA**

In accordance with Section 49-3-207, MCA, the Party agrees that for this Agreement all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

### **C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)**

- (1) The Party will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.
- (2) The Party will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: **“The Party will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the Party. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the Party.”**
- (3) All video recordings produced and created under contract and/or agreement will be closed captioned.

### **D) COMPLIANCE WITH PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS, 49 CFR §26**

Each Agreement the Department signs with a Party (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

**The Party, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Party shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Party to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.**

## SIGNAL EMERGENCY RESPONSE AGREEMENT

### **APPENDIX "A"- Location of Traffic Signals/flashers covered by this agreement**

1	1st Ave S and State Ave	Signal
2	1st Ave S and 29th St	Signal
3	1st Ave S and 28th St	Signal
4	1st Ave S and 27th St	Signal
5	Montana Ave and 27th St	Signal
6	1st Ave N and Main St	Signal
7	1st Ave N and 13th St	Signal
8	1st Ave N and 25th St	Signal
9	1st Ave N and 26th St	Signal
10	1st Ave N and 27th St	Signal
11	1st Ave N and 28th St	Signal
12	1st Ave N and 29th St	Signal
13	1st Ave N and 30th St	Signal
14	1st Ave N and 31th St	Signal
15	1st Ave N and 32nd St	Signal
16	1st Ave N and Division	Signal
17	2nd Ave N and 27th St	Signal
18	11th Ave N and 27th St	Signal
19	3rd Ave N and 27th St	Signal
20	4th Ave N and 27th St	Signal
21	4th Ave N and 13th St	Signal
22	4th N and Main St	Signal
23	6th N and Main St	Signal
24	6th Ave N and 27th St	Signal
25	9th Ave N and 27th St	Signal
26	King Ave W and 20th St	Signal
27	King Ave W and 24th St	Signal
28	Poly Dr and 27th St	Signal
29	Main St and Highway 318	Signal
30	Main St and Lake Elmo	Signal
31	Main St and Hilltop	Signal
32	Main St and Milton	Signal
33	Main St and Logan	Signal
34	Main St and Wicks	Signal
35	Main St and Pemberton	Signal
36	State Ave and Orchard	Signal
37	State Ave and Underpass	Signal
38	Laurel Road and Moore Lane	Signal
39	Lockwood and Frontage Rd	Signal
40	Lockwood and Interchange	Signal
41	King Ave W & ShopKo	Signal
42	South Billings Blvd & I-90 North	Signal

SIGNAL EMERGENCY RESPONSE AGREEMENT

**APPENDIX "A"- Location of Traffic Signals/flashers covered by this agreement (con't)**

43	South Billings Blvd & I-90 South	Signal
44	King Ave & Laurel Rd	Signal
45	King Ave W & I-90	Signal
46	State and 27th	Signal
47	Muldowney and Midland	Signal
48	Laurel Rd and Parkway Lane	Signal
49	Zoo Dr and Gable Road.	Signal
50	Johnson Lane and I-90	Signal
51	Hwy 312 and Hwy 89	Flasher

## SIGNAL EMERGENCY RESPONSE AGREEMENT

### **APPENDIX "B" - Reimbursement Breakdown.**

1. Labor – Salary plus 37% Payroll Additive
2. Materials – Actual invoice cost
3. Overhead – Overhead percentage of 14% applied to Labor & Materials

#### Equipment

1. Service/Bucket truck - \$64/hour
2. Conflict Monitor - \$150 per test
3. Compressor - \$24/hour

Other Equipment charged at prevailing local rental rates.

Date: 04/26/2010

TITLE: Maintenance Agreement between the City of Billings and the State of Montana

PRESENTED BY: David Mumford

Department: Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

The City of Billings currently maintains the State-owned highway system within the Billings city limits through an agreement with the State of Montana. This agreement covers all of the activities ordinarily associated with street maintenance activities including street patching, sweeping, storm sewer repair, snow plowing, snow removal, ice control, street striping, and vegetation control. This agreement does not include the signal maintenance and sign replacement duties for those routes. A second agreement for emergency signal maintenance is also being carried forward for council approval as a separate agenda item.

**ALTERNATIVES ANALYZED**

1. Approve the Maintenance Agreement (term is from July 1, 2010, through June 30, 2011 with an option for the second year), or
2. Do not approve the agreement and allow the State to maintain its highway system within the Billings city limits

**FINANCIAL IMPACT**

The State of Montana will pay the City of Billings \$439,470 in FY 2011 for regular street maintenance, including a contribution to the City's Equipment Replacement Program. These revenues provide reimbursement for the costs of all actual street maintenance labor and materials, as well as for estimated overhead costs. Revenues, as well as the corresponding expenditures for street maintenance projects for FY 2011, are included in the proposed FY 2011 budget. The existing maintenance contract that will expire June 30, 2010, is for \$392,278.

**RECOMMENDATION**

Staff recommends that the City Council approve the Maintenance Agreement between the City of Billings and the State of Montana.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Link: [FY 11 MDT-City Maintenance Agreement](#)

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**MAINTENANCE AGREEMENT BETWEEN THE  
CITY OF BILLINGS AND THE STATE OF MONTANA**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2010 by and between the STATE OF MONTANA DEPARTMENT OF TRANSPORTATION, hereinafter designated "MDT" and the CITY OF BILLINGS, hereinafter designated "City".

WITNESSETH THAT:

WHEREAS, the purpose of this agreement is to define the Street and Traffic Control maintenance responsibilities of the City and MDT.

WHEREAS, State law allows the State to enter into an agreement with local government to provide maintenance on state routes with provision for full reimbursement.

NOW THEREFORE, in consideration of the foregoing, and in consideration of the mutual promises and covenants herein specified, it is mutually agreed as follows:

1. LIMITS OF AGREEMENT. The following listing of streets and intersections is a full and complete listing of areas covered by this agreement. Unless otherwise defined, the list shall include all intersections along the route and intersecting streets for a distance of 15' or to the end of the curb radius return, whichever is greater, and shall include all of the street right-of-way. During the term of this agreement, additional areas may be added by written agreement of the parties.
  - A. Laurel Road from the east side of Parkway Lane to the west abutment of the 6th Street West Overpass.
  - B. Montana Avenue from the west abutment of the 6th Street West Overpass to Division Street, specifically excluding any structural repair, deck repair, or railing repair.
  - C. Division Street from Montana Avenue to 1st Avenue North.
  - D. ~~1st Avenue North from Main Street to Division Street.~~
  - E. All of the streets constructed in conjunction with the 6th Street West Overpass excluding specifically the structural portion of this project.
  - F. 1st Avenue South - Minnesota connection from 6th Street West Overpass through the North 13th Street Overpass to 1st Avenue North.
  - G. North 13th from 1st Avenue North to 4th Avenue North.
  - H. 4th Avenue North from North 13th Street to Main Street.

- I. Intersection of 1st Avenue North, Main Street, and Highway 87 East to 500' east on 87 East to the overhead sign.
  - J. Main Street from 1st Avenue North to the southwest side of the Roundup Road turnoff.
  - K. North and South 27th Street from the north ROW of Belknap Avenue to 100' west of the last merge lane on the Airport intersection, excluding the bridge over the BBWA Canal.
  - L. King Avenue from 24th Street West to Daniel Street.
  - M. On the 13th and 6th Street West Underpass, the maintenance by the City will include the roadway surface and the storm drainage system.
  - N. The traffic signals located at the intersection of the North Frontage Road and U.S. 87E near the Lockwood Interchange and the two signals at the ramps of the Lockwood Interchange.
  - O. The flasher at Main, Roundup Road and Bench Boulevard.
  - P. The traffic signals located on South Billings Boulevard at King Avenue and on the ramp to the Interchange.
  - Q. The traffic signals located on the King Avenue Interchange.
  - R. MDT's designated portion of State Secondary 318.
  - S. Sweeping sections:
    - (1) King Avenue West from Daniels to Mallowney Lane-Southbound
    - (2) King Avenue West from Mallowney Lane to Daniels-Northbound
    - (3) City Center loop from King Avenue West to Parkway Lane on Laurel Road-Eastbound
    - (4) Laurel Road from Parkway Lane up ramp to King Avenue West-Westbound
    - (5) Ramp from King Avenue West to Laurel Road-Eastbound
2. SCOPE OF AGREEMENT. This agreement covers all of the activities ordinarily associated with street maintenance activities including street patching, sweeping, storm sewer repair, snow plowing, snow removal, ice control, street striping, vegetation control. The agreement specifically excludes any activity commonly known as bridge repair including concrete barrier repair, deck repair, and structural repair.
3. ITEMS COVERED. Payment to the City for this agreement shall be for the following:

A. TRAFFIC CONTROL MAINTENANCE ACTIVITIES:

(1) State shall continue to provide power for those signals that are presently being billed to the State by Northwestern Energy.

(2) City will provide no maintenance for traffic control maintenance activities through this agreement.

(3) Street lighting facilities on these routes are not covered by this agreement and will remain the responsibility of the State, with the exception of those which are City or State owned and created as Special Improvement Lighting Maintenance Districts.

B. STREET CLEANING ACTIVITIES:

The City will clean and sweep the streets on the same sweeping and cleaning schedule that they are providing for all City arterial streets. The State shall reimburse the City for cost of all labor, equipment and material used in this operation in accordance with Appendix B.

C. STORM SEWER MAINTENANCE:

The City will provide periodic maintenance of the drainage systems to keep the system in working order. When failure of any part of the system occurs, the City will notify the State for special project type work. Special project work, which may include the installation of extra sumps, replacement of pumps and/or motor controls will be at extra cost to the State, as both the State and City may agree upon.

D. SNOW REMOVAL AND ICE CONTROL:

The City will provide snow removal and ice control on the streets detailed herein and the sidewalk under the North 13th Street Underpass on the same snow removal and ice control schedule that they are providing for all City arterial streets. The State shall reimburse the City for cost of all labor, equipment and material used in this operation in accordance with Appendix B. In the event of an emergency snow operation, the State will be requested to furnish additional equipment and/or materials with adequate notification. Costs for additional equipment and/or materials must be pre-approved by the State. These costs are in addition to the payment detailed in Appendix B.

E. SURFACE PATCHING:

The City will patch the streets detailed herein on the same patching schedule that they are providing for all City arterial streets. The State shall reimburse the City for cost of all labor, equipment and material used in this operation in accordance with Appendix B. Major patching repairs and any special equipment rental such as a milling machine will be negotiated as a Special Project Activity as defined in item 3 (F).

F. SPECIAL PROJECT ACTIVITIES:

Special Project activities include any activity which is not part of the basic maintenance service. This would include costs associated with railroad crossings, seal coats, overlays, major repairs, etc. Special project activities will be negotiated and paid for separate from this agreement.

4. COSTS. The costs associated with this agreement shall be as shown in Appendix A.
  - A. This shall be a lump sum cost for the maintenance portion of the agreement, and shall be paid to the City on a monthly basis with the lump sum cost divided equally into the 12 month period of this agreement.
5. RECORDS. The City presently has a State approved budget system for these affected activities. The labor equipment and materials used on the streets covered in this agreement shall be assigned a special budget category. No record keeping shall be attempted to break contractual costs against individual streets that are covered in this agreement. All City records concerning this project are open for audit by the State at any reasonable time.
6. PAYMENT. The City shall submit billing and a narrative summary of the work done in the preceding month on or before the 10th of the current month. MDT agrees to make payment within 20 calendar days of receipt of the billings.
7. TERM. The term of this agreement shall be for a one year period of July 1, 2010 through June 30, 2011 with an option to extend the contract for a second year with the mutual consent of both parties. This agreement may be terminated upon thirty days written notice by either party except as specifically detailed herein otherwise.
8. QUARTERLY MEETING: There shall, as a minimum, be one meeting per calendar quarter to assess the effectiveness of this program and to assure that budgeting restraints are met. Either party to this agreement may have any staff present.
9. COMPENSATED DAMAGES. It is understood that any damages that are caused by third parties that can be collected from third parties will be repaired by the City, and a billing for these repairs shall be sent to the State along with any documentation which the City has available to help the State in making the collection. The State shall pay the City for these repairs on an actual documented cost plus 10% administration and overhead. Payment under this provision shall be in addition to the payment detailed in Appendix B.
10. CONTROL OF ACCESS AND UTILITIES. The control of access and utilities within these streets shall remain with the State.
11. INDEMNIFICATION. The State agrees to hold harmless and/or indemnify the City for damages resulting from the construction or design done by the State of the streets and areas covered by this agreement. This hold harmless/indemnification clause shall not cover damages which are caused either directly or indirectly by the work done by the City pursuant to this agreement. City agrees to defend, protect, indemnify and save harmless the State against and from all claims, liabilities, demands, causes of action, judgments, and losses claimed to be due to the City's performance of the activities of this agreement, specifically including any claims that any work was not done in a proper or timely manner.

12. CIVIL RIGHTS COMPLIANCE. City must comply with all applicable Federal and State Laws including those laws referred to in the two-page NOTICE attached hereto, which is made a part of this agreement by its reference.

It is further agreed that each party will comply with the provisions of the attached "Agreement" to exchange winter maintenance activities for the Urban Route 1020 (U-1020), Montana Avenue – North 18<sup>th</sup> Street which is part of the State Maintenance System and Urban Route 1001 (U-1001), Zimmerman Trail, owned by the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be executed on the date set forth herein.

**STATE OF MONTANA  
DEPARTMENT OF TRANSPORTATION**

BY \_\_\_\_\_, 2010  
Stefan Streeter  
Billings District Administrator

Approved For Legal Content:

BY \_\_\_\_\_, 2010  
MDT Legal Counsel

**CITY OF BILLINGS**

BY \_\_\_\_\_, 2010  
Thomas W. Hanel,  
Mayor

ATTEST:

BY \_\_\_\_\_, 2010  
Cari Martin  
City Clerk

Approved As To Form:

BY \_\_\_\_\_, 2010  
Brent Brooks  
Billings City Attorney

## NOTICE

During the performance of this Agreement, the City, for itself, its assignees and successors in interest, agrees as follows:

**A) COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS**

- (1) Compliance with Regulations: The City shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations (CFR), Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement, even though only State funding is here involved.
- (2) Nondiscrimination: The City, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the City for work to be performed under a subcontract, including procurements of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the City of the City's obligations under this Agreement and the Regulations relative to nondiscrimination.
- (4) Information and Reports: The City will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by State or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Department or the FHWA as requested, setting forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the City's noncompliance with the nondiscrimination provisions of this Agreement, Department may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,
  - (a) Withholding payments to the City under the Agreement until the City complies, and/or
  - (b) Cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: City will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. City will take such action with respect to any subcontract or procurement as the Department or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event City is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the City may request the State to enter into the litigation to protect the interests of the State, and, in addition, the City or the State may request the United States to enter into such litigation to protect the interests of the United States.

**B) COMPLIANCE WITH THE MONTANA GOVERNMENTAL CODE OF FAIR PRACTICES, SEC. 49-3-207, MCA**

In accordance with Section 49-3-207, MCA, City agrees that for this Agreement all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

**C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)**

- (1) The City will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.
- (2) City will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: **"The City will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the City. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the City."**
- (3) All video recordings produced and created under contract and/or agreement will be closed captioned.

**D) COMPLIANCE WITH PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS, 49 CFR PART 26**

Each Agreement the Department signs with the City (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

**The City, Subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The City shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the City to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.**

# APPENDIX A

## MDT STATE ROUTE CONTRACT

July 1, 2010 - June 30, 2011

	FY 2011
<b>PERSONNEL:</b>	
Labor Costs	183,410
Training	450
<b>TOTAL PERSONNEL COSTS</b>	<b>183,860</b>
<b>MATERIALS:</b>	
Painting Supplies	7,300
Heat-Tape Markings	1,200
Sign Parts	-
Other Traffic Control Supplies	-
Storm Parts	4,100
Underpass Electricity	-
Gravel & Sand	11,000
Road Oil	1,150
Asphalt	5,500
Road Salt/Ice Melt	78,500
Street Cleaning Supplies	300
Misc. Operating Supplies	2,800
Misc. Small Items of Equipment	1,700
Misc. Services	1,825
<b>TOTAL MATERIALS</b>	<b>115,375</b>
<b>EQUIPMENT:</b>	
Gas, Oil, Grease	13,710
Motor Vehicle Parts	23,400
Labor Motor Vehicles	22,000
Liability Insurance	1,950
Equipment Rental	1,500
Equipment Replacement	40,680
<b>TOTAL EQUIPMENT</b>	<b>103,240</b>
<b>ADMINISTRATION &amp; OVERHEAD:</b>	
Rent/Debt Service	23,900
Phones/Radios	990
Overhead	12,105
<b>TOTAL ADMIN/OVERHEAD</b>	<b>36,995</b>
<b>TOTAL</b>	<b>439,470</b>

## APPENDIX B

### MDT STATE ROUTE CONTRACT

July 1, 2010 - June 30, 2011

	FY 2011
<b>Traffic Control Maintenance:</b>	
Labor	14,709
Administration & Overhead	2,960
Materials & Services	9,006
Equipment	8,259
<b>Total Traffic Control</b>	<b>34,934</b>
<b>Street Surface Maintenance:</b>	
Labor	9,193
Administration & Overhead	1,850
Materials	7,966
Equipment	5,162
<b>Total Street Surface Maintenance</b>	<b>24,171</b>
<b>Storm Sewer Repair &amp; Maintenance:</b>	
Labor	27,579
Administration & Overhead	5,549
Materials	5,049
Equipment	15,486
<b>Total Storm Sewer Maintenance</b>	<b>53,663</b>
<b>Street Cleaning &amp; Sweeping:</b>	
Labor	82,737
Administration & Overhead	16,648
Materials	3,146
Equipment	46,458
<b>Total Street Cleaning &amp; Sweeping</b>	<b>148,989</b>
<b>Snow Removal &amp; Ice Control:</b>	
Labor	49,642
Administration & Overhead	9,989
Materials	90,208
Equipment	27,875
<b>Total Snow Removal &amp; Ice Control</b>	<b>177,713</b>
<b>TOTAL MAINTENANCE</b>	<b>439,470</b>

## AGREEMENT

This agreement is entered into this 4<sup>th</sup> day of November, 2005, by and between the STATE OF MONTANA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as MDT) and the CITY OF BILLINGS (hereinafter referred to as City).

### WITNESSETH:

The purpose of this agreement is for the parties to more effectively, safely and efficiently preserve and maintain two Urban System Routes, as defined in Title 60, Chapter 2, Part 1 Montana Code Annotated in Yellowstone County, Montana.

Urban Route 1001 (U-1001) *aka* Zimmerman Trail is currently owned by Yellowstone County and is maintained by the County. The surrounding property is annexed to the City. Urban Route 1020 (U-1020) is officially a part of the State Maintenance System as provided in Title 60, Chapter 2, Part 1, MCA and is maintained by the City by agreement with the MDT.

The City would like to take ownership of Urban Route 1001 (U-1001), Zimmerman Trail, from Yellowstone County.

Winter maintenance of said Urban Route (U-1001) Zimmerman Trail, is a problem for the City due to its location, cost and distance from other City maintained routes.

MDT is presently reimbursing the City to maintain Urban Route 1020 (U-1020), Montana Avenue - North 18<sup>th</sup> Street; under a formal maintenance agreement between MDT and the City as U-1020 is an official State Maintained Urban Route.

The City and MDT believe it would be mutually beneficial to exchange winter maintenance responsibilities of these routes.

NOW THEREFORE, in consideration of the foregoing, and in consideration of the mutual promises and covenants herein specified:

IT IS AGREED by and between MDT and the City as follows:

1. That MDT and the City will exchange maintenance responsibilities for the two above described routes for winter maintenance activities only, such as plowing, sanding, ice control, emergency closures, etc. and that the exchange of winter maintenance activities are the only activities covered by this agreement.

2. That this exchange of maintenance responsibility is pursuant to 60-2-204 MCA. The City agrees to waive sub-paragraph (1) of section 60-2-204 as requiring the department to pay the maintenance cost for U-1020 and further agrees to waive sub-paragraph (2) of 60-2-204 (placement and maintenance of traffic control devices) as it pertains to U-1001. MDT will retain the responsibility as described in sub-paragraph (2) for U-1020.
3. MDT and the City agree that the formal City Maintenance Agreement that includes U-1020 remains unchanged for all activities, responsibilities, and other provisions except winter maintenance of Urban Route 1020 and that the City agrees to provide winter maintenance on U-1020, as described in paragraph 1 of this agreement, at no cost to MDT and that MDT will provide winter maintenance on U1001 at no cost to the City.
4. The City agrees to construct a plow truck turn around on U-1001 in proximity to the lower gate presently used by Yellowstone County for road closures and that this turn around location will be the demarcation point between MDT and City responsibility.
5. This agreement is contingent upon the City obtaining ownership of Urban Route 1001 from Yellowstone County. The agreement will take effect when MDT is officially notified by the City that they are in sole possession of the route and that the plow truck turn around denoted in 4 above has been satisfactorily constructed.
6. Either party may cancel this agreement with 30 days written notice with exception of the period November through March during which time neither party may cancel the agreement.

The parties hereto have carefully read the foregoing Agreement and know the contents thereof and enter this agreement as their own free act.


It is further agreed that each party will comply with the provisions of the attached "A" to comply with any civil rights laws and regulations in the event any of the work performed under this agreement is contracted outside of the respective government agencies.

FOR THE MONTANA DEPARTMENT OF TRANSPORTATION:



Bruce H. Barrett  
District Administrator - Billings

FOR THE CITY OF BILLINGS:

  
Tina Volek  
Acting City Administrator

  
Approved for Legal Content

A

### NON-DISCRIMINATION NOTICE

During the performance of this Agreement, C-174 (hereafter in this Section "the Party"), for itself, its assignees and successors in interest, agrees as follows:

#### A) COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

- (1) Compliance with Regulations: The Party shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations, Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement, even if only state funding is here involved.
- (2) Nondiscrimination: The Party, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Party shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5.
- (3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the Party for work to be performed under a subcontract, including procurement of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the Party of the Party's obligations under this Agreement and the Regulations relative to nondiscrimination.
- (4) Information and Reports: The Party will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by State or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the Party is in the exclusive possession of another who fails or refuses to furnish this information, the Party shall so certify to the Department or the FHWA as requested, setting forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the Party's noncompliance with the nondiscrimination provisions of this Agreement, State may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,
  - (a) Withholding payments to the Party under the Agreement until the Party complies, and/or
  - (b) Cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: The Party will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Party will take such action with respect to any subcontract or procurement as the State or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event the Party is sued or is threatened with litigation by a subcontractor or supplier as a

result of such direction, the Party may request the State to enter into the litigation to protect the interests of the State, and, in addition, the Party or the State may request the United States to enter into such litigation to protect the interests of the United States.

**B) COMPLIANCE WITH THE MONTANA GOVERNMENTAL CODE OF FAIR PRACTICES, §49-3-207, MCA**

In accordance with Section 49-3-207, MCA, the Party agrees that for this Agreement all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

**C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)**

- (1) The Party will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.
- (2) The Party will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: "The Party will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the Party. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the Party."
- (3) All video recordings produced and created under contract and/or agreement will be closed captioned.

**D) COMPLIANCE WITH PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS, 49 CFR §26**

Each Agreement the Department signs with a Party (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The Party, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Party shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Party to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

## NOTICE

During the performance of this Agreement, the City, for itself, its assignees and successors in interest, agrees as follows:

### A) COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

- (1) Compliance with Regulations: The City shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations (CFR), Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement, even though only State funding is here involved.
- (2) Nondiscrimination: The City, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the City for work to be performed under a subcontract, including procurements of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the City of the City's obligations under this Agreement and the Regulations relative to nondiscrimination.
- (4) Information and Reports: The City will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by State or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Department or the FHWA as requested, setting forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the City's noncompliance with the nondiscrimination provisions of this Agreement, Department may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,
  - (a) Withholding payments to the City under the Agreement until the City complies, and/or
  - (b) Cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: City will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. City will take such action with respect to any subcontract or procurement as the Department or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event City is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the City may request the State to enter into the litigation to protect the interests of the State, and, in addition, the City or the State may request the United States to enter into such litigation to protect the interests of the United States.

**B) COMPLIANCE WITH THE MONTANA GOVERNMENTAL CODE OF FAIR PRACTICES, SEC. 49-3-207, MCA**

In accordance with Section 49-3-207, MCA, City agrees that for this Agreement all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

**C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)**

- (1) The City will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.
- (2) City will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: **"The City will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the City. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the City."**
- (3) All video recordings produced and created under contract and/or agreement will be closed captioned.

**D) COMPLIANCE WITH PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS, 49 CFR PART 26**

Each Agreement the Department signs with the City (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

**The City, Subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The City shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the City to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.**

Date: 04/26/2010

TITLE: Annexation #10-02: Acknowledge receipt of petition and set a public hearing date

PRESENTED BY: Candi Beaudry

Department: Planning & Community  
Services

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**Information**

**PROBLEM/ISSUE STATEMENT**

KZ Bar Limited Partnership has submitted a petition to annex land to the City of Billings under 7-2-4600 MCA. The 1.911-acre subject property is located on the west side of Zimmerman Trail, north of Grand Avenue and adjacent to where Avenue E will extend. The parcel is currently vacant cropland and the property owner is requesting annexation in order to obtain city services for a new Children's Clinic medical facility development. The City Council's policy is to consider annexations at two separate Council meetings. At this meeting, the Council acknowledges receipt of a petition and sets a public hearing date. At the second meeting, on May 10, the Council may conduct the hearing and decide if it will annex the property.

**ALTERNATIVES ANALYZED**

MCA, Section 7-2-4600 allows owners of more than 50% of the property to petition the city for annexation. The only alternative that is consistent with City Council policy is to acknowledge receipt of the petition and set a public hearing date for consideration of the annexation petition.

**FINANCIAL IMPACT**

An analysis of impacts to City services and a staff recommendation will be prepared and presented at the public hearing.

**RECOMMENDATION**

Staff recommends that the City Council acknowledge receipt of the annexation petition and schedule a public hearing for May 10, 2010 to consider annexing this property.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Link: [Legal description](#)

Link: [Exhibit A](#)

Link: [Petition for Annexation](#)

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ANNEXATION # 10-02

Legal Description of Property to be annexed

A tract of land situated in the SW1/4 of Section 34, T.1N., R.25E., P.M.M., Yellowstone County, Montana, more particularly described as:

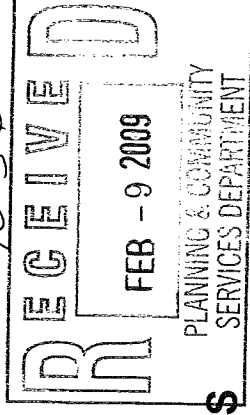
Tract 2A, Certificate of Survey No. 3364 Amended, Recorded March 25, 2010, under Document No. 3544428, Records of Yellowstone County.

Containing 1.911 gross and net acres.

(# 10-02) See Exhibit "A" Attached



10-56



# PETITION FOR ANNEXATION TO THE CITY OF BILLINGS

## NOTICE TO PETITIONER

This is a Petition to the City of Billings requesting the annexation of property to the City, pursuant to MCA Title 7, Chapter 2, Part 46. Procedures for annexation are governed by the Statutes of the State of Montana. This Petition requires the signatures of more than 50% of the Resident Freeholder Electors to be considered for annexation.

## INSTRUCTIONS

1. All items must be completed or provided. Please type or print. You may attach additional pages if more space is needed.
2. Prepare a map drawn to a scale adequate and legible to show the property requesting annexation and all other property within one-quarter (1/4) mile.

The map must show:

- a. The present and proposed boundaries of the municipality;
  - b. The present streets, major trunk water mains and sewer mains;
  - c. The zoning of the property requesting annexation and the property immediately adjacent to it.
3. The Petition should be submitted to the Planning Department, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., located on the 4<sup>th</sup> Floor of Parnly Billings Library at 510 North Broadway, Billings, Montana. Upon presentation, the Petition will be checked for completeness. Once accepted, the Petition will be routed to the following City Departments: Public Works, City-County Planning, Public Utilities, Fire Department, City Attorney, Police Department, and Finance Department. If no problems with the Petition have been noted by the departments, the City Clerk will schedule the Petition for City Council action.
  4. By filing the petition for annexation, the Petitioner(s) agree that only those City services which are available to the general area shall be provided to Petitioner, and that additional services as may become available to the general area shall be made available to Petitioner(s) in the same manner as said services are made available to other residents of the City. Petitioner(s) specifically waive the right to the report and plans for extension of services as provided in MCA Title 7, Chapter 2, Part 47.
  5. A description of the territory to be annexed to the City is legally described on a document attached hereto.

## RESIDENT FREEHOLDER ELECTORS

Date	Print Name	Name Signature	Address
2/8/10	Roy V. Zimmerman G.P	<i>Roy V. Zimmerman G.P.</i>	3028 Kee Ann Blvd,
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(continued on separate page)



**Regular City Council Meeting**

**Consent : 1.E.**

**Date: 04/26/2010**

**TITLE: Sidewalk Easement at 24th Street West and Broadwater Avenue**

**PRESENTED BY:** David Mumford

**Department:** Public Works

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### **Information**

#### **PROBLEM/ISSUE STATEMENT**

WO 09-17, which was awarded August 10, 2009, is constructing ADA ramps on 24th Street West between Grand Avenue and Central Avenue. A portion of the work was completed in the fall of 2009 with the remaining work to be completed this spring. At the northeast corner of 24th Street West and Broadwater Avenue, it was determined that an ADA ramp could not be constructed within the existing right of way. The property owner, STAN-FUHR, Inc. has agreed to grant the city a sidewalk easement at no cost to the city. The work on this corner will be completed this spring.

#### **ALTERNATIVES ANALYZED**

Council may:

- Accept the sidewalk easement at the corner of 24th Street West and Broadwater Avenue; or
- Do not accept the sidewalk easement.

#### **FINANCIAL IMPACT**

There is no financial impact with acceptance of this sidewalk easement.

#### **RECOMMENDATION**

Staff recommends council accept the sidewalk easement from the property owner at the northeast corner of 24th Street West and Broadwater Avenue.

#### **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Link: [Sidewalk Easement](#)

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RETURN TO  
City Clerk  
City of Billings  
P.O. Box 1178  
Billings, MT 59103

### **RIGHT-OF-WAY EASEMENT**

**THIS INDENTURE**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the following:

STAN-FUHR, INC.  
1925 Grand Avenue Suite 133  
Billings, Montana 59102,  
hereinafter referred to as **GRANTOR**

and

**CITY OF BILLINGS**, a Municipal Corporation  
City Hall – 210 North 27th Street  
PO Box 1178  
Billings, Montana 59103-1178,  
hereinafter referred to as **GRANTEE**

**FOR VALUABLE CONSIDERATION**, the receipt of which is hereby acknowledged;

**WITNESSETH THAT GRANTOR** does hereby grant, sell, and convey unto the **GRANTEE**, perpetual easement and right-of-way to construct, reconstruct, maintain, operate, repair and improve necessary fixtures and appurtenances for sidewalk, accessibility ramps, and fire hydrants over, across, under, and through the real property more particularly described as follows:

A tract of land situated in the south 136.125 feet of lot 21,  
Arnold Subdivision Second Filing, Document No. 413840, less  
the west 10.00 feet for 24th Street West per Document No. 1090063.  
Documents of record at the Yellowstone County Clerk & Recorder,  
Billings, Yellowstone County, Montana

Said tract being more particularly described as follows:  
Commencing at the southeast corner of said Lot 21, also being a point on the north right-of-way of Broadwater Avenue; thence along the said north right-of-way line S 89°56'00" W for a distance of 142.03 feet, to the True Point of Beginning; thence S 89°56'00" W for a distance of 7.97 feet to a point on the east right-of-way line of 24th Street West; thence along the said east right-of-way line N 00°16'00" W for a distance of 18.49 feet; thence leaving the said east right-of-way line N 89°56'00" E for a distance of 5.00 feet; thence S 00°16'00" E for a distance of 10.00 feet; thence S 40°35'15" E for a distance of 4.59 feet; thence S 00°16'00" E for a distance of 5.00 feet to the Point of Beginning, containing an area of 113 square feet more or less.

**TO HAVE AND TO HOLD** unto **GRANTEE** and to its successors and assigns forever.

**IN WITNESS WHEREOF**, the **GRANTOR** warrants that they have good right to convey, free and clear of all encumbrances; the above-described interests in the real estate described and have hereunto set their hand.

STAN-FUHR, INC.

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

PRINTED  
NAME: \_\_\_\_\_

ITS: \_\_\_\_\_

**STATE OF MONTANA**        )  
  :SS  
County of Yellowstone    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of STAN-FUHR, INC. whose name is subscribed to the foregoing instrument, and acknowledged to me that they duly executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

\_\_\_\_\_  
Notary Public in and for the State of Montana

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

Residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

**ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE**

The Mayor and City Council of the City of Billings acknowledges receipt of this perpetual easement and hereby accepts the property interest conveyed through this instrument.

\_\_\_\_\_  
Mayor, City of Billings

**ATTEST:**

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

**STATE OF MONTANA**        )  
  :SS  
County of Yellowstone        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for the State of Montana, personally appeared THOMAS W. HANEL and \_\_\_\_\_, known to me to be the Mayor and City Clerk of Billings, respectively, and acknowledged to me that they duly executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

\_\_\_\_\_  
Notary Public in and for the State of Montana

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

Residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

Date: 04/26/2010

**TITLE: W.O. 04-33 Lake Elmo Drive (Hilltop to Wicks Lane) - R/W Acquisition, Approval of R/W Agreement, Warranty Deed, and R/W Easement for Parcel #31**

**PRESENTED BY:** David Mumford

**Department:** Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

WO 04-33 Lake Elmo Drive (Hilltop to Wicks Lane) - Right-of-Way Acquisition was a project to acquire right-of-way along Lake Elmo Drive to provide the necessary right-of-way width for Lake Elmo Drive street improvements. Parcel #31 is needed to provide the necessary width for the Lake Elmo Drive street improvements. The property owner received the City's purchase offer, forgot to sign the agreements at that time and became aware of it after he received the letter for the public hearing. Parcel #31 is Tract 1A Amended, Tract 1 of Certificate of Survey No. 2241, owned by Scott D Eastlick and Robin E. Eastlick. The appraisal for this acquisition made a conclusion of value for the land, any appurtenant features, construction permit, and existing easement at a value of \$4,350.00. A copy of the right-of-way agreement; deed; appraisal; tax and land transfer documents; file memoranda; and negotiation history for this property is on file with the City Clerk.

**ALTERNATIVES ANALYZED**

The Council may:

- Approve the Right-of-Way Agreement, Right-of-Way Easement, and Warranty Deed; or
- Do not approve the Right-of-Way Agreement, Right-of-Way Easement, and Warranty Deed

**FINANCIAL IMPACT**

The total payment for this acquisition is \$4,350.00. The cost of this acquisition is equal to the sum of the appraised value of the land, any appurtenant features, construction permit, and existing easement. Funding is available for this acquisition from project funds.

**RECOMMENDATION**

Staff recommends that Council approve the Right-of-Way Agreement, Right-of-Way Easement and the Warranty Deed for right-of-way acquisition for Parcel #31, Tract 1A Amended Tract 1 of Certificate of Survey No. 2241 with Scott D Eastlick and Robin E. Eastlick. in the amount of \$4,350.00, and authorize the Mayor to execute these documents.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Link: [Warranty Deed](#)

Link: [Right of Way Agreement](#)

Link: [Right of Way Easement](#)

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Return to: City Clerk  
City of Billings  
PO Box 1178  
Billings, MT 59103

Project No. W.O. 04-33 Parcel No. 31 County of YELLOWSTONE  
Designation LAKE ELMO ROAD – HILLTOP ROAD TO WICKS LANE

## WARRANTY DEED

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**FOR VALUABLE CONSIDERATION**, lawful money of the United States to them in hand paid by the **CITY OF BILLINGS**, THE receipt whereof is acknowledged, **WITNESSTH THAT:**

SCOTT D. EASTLICK AND ROBIN E. EASTLICK  
1140 LAKE ELMO DRIVE  
BILLINGS, MT. 59105

does hereby **GRANT, BARGAIN, SELL, CONVEY, WARRANT AND CONFIRM** unto the **CITY OF BILLINGS** for the benefit and use of the **Public** the following described real property, to wit:

**Parcel No. 31 on the City of Billings Lake Elmo Road - Hilltop Road to Wicks Lane Project. Said parcel is also described as a tract of land within Tract 1A of Amended Tract 1 of Certificate of Survey No. 2241, situated in the NE¼SW¼ of Section 22, Township 1 North, Range 26 East, P.M.M., on file under Document No. 1594536, Yellowstone County, Montana, as shown by the shaded area on Exhibit A, consisting of one sheet, attached hereto and made a part hereof, containing an area of 1,860 square feet.**

**PURPOSE OF ACQUISITION** is to create a right-of-way parcel for construction and use of public road, utility and related appurtenant structures, pursuant to 76-3-201(1)(h) M.C.A. and A.R.M. 24.183.1104 as a division of land that creates rights-of-way or utility sites.

**EXCEPTING AND RESERVING**, however, all gas and oil, beneath the surface of the above described and conveyed premises, together with the right to extract the same, provided that in the exercise of such right the surface thereof shall not be disturbed, interfered with, or in anyway damaged.

**FURTHER EXCEPTING AND RESERVING**, unto the grantors, their successors and assigns all water, water rights, ditches, canals, irrigation systems, existing or as relocated, if any, including but not limited to, water stock or shares, bonds, certificates, contracts and any and all other indicia, of water, water right and ditch ownership, or any interest therein, appurtenant to the land described herein.

**TO HAVE AND TO HOLD** the above described and conveyed premises, with all the reversions, remainders, tenements, hereditaments and appurtenances thereto, unto the **CITY OF BILLINGS**, and to its successors and assigns forever. **IN WITNESSTH WHEREOF**, the undersigned have executed these premises the day and year first above written.

Project No. : W.O. 04-33

Parcel No. 31

Designation : LAKE ELMO ROAD – HILLTOP ROAD TO WICKS LANE

x Scott D Eastlick x Robin E Eastlick

State of Montana )  
County of Yellowstone ) :ss.

This instrument was acknowledged before me on 04/06/2010

by x Scott D Eastlick x Robin E Eastlick  
(names)



Susan Wellbrook

SUSAN WELLBROOK  
NOTARY PUBLIC for the State of Montana  
Residing at Billings, Montana  
My Commission Expires  
September 29, 2012

\_\_\_\_\_  
Notary Signature Line

\_\_\_\_\_  
Notary Printed Name

\_\_\_\_\_  
Notary Public for State of

Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE**

The Mayor and City Council of the City of Billings acknowledges receipt of this deed and hereby accepts the property interest conveyed through this instrument.

\_\_\_\_\_  
Mayor, City of Billings

\_\_\_\_\_  
Date

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

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

STATE OF MONTANA )

:ss

County of Yellowstone )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_ as Mayor and

\_\_\_\_\_  
City Clerk of Billings known to me to be the persons

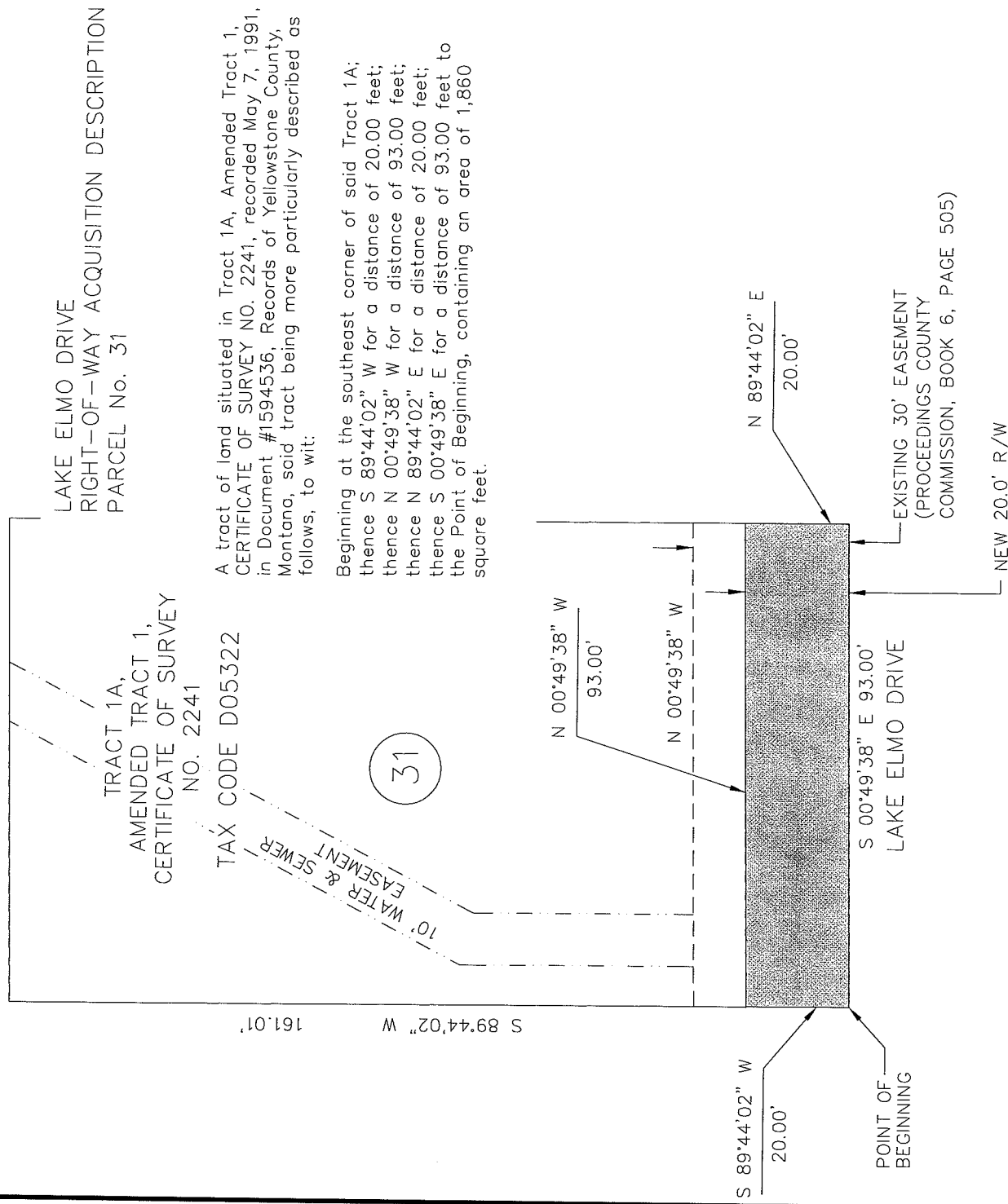
who signed, respectively, and acknowledge to me that they executed the foregoing instrument. IN WITNESS WHEREOF, I have hereunto set my hand and my seal the day and year herein above written.

\_\_\_\_\_  
Notary Public in and for the State of Montana  
Residing in \_\_\_\_\_  
My commission expires \_\_\_\_\_

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

# EXHIBIT A

RIGHT-OF-WAY ACQUISITION  
 SITUATED IN TRACT 1A,  
 AMENDED TRACT 1,  
 CERTIFICATE OF SURVEY NO. 2241,  
 YELLOWSTONE COUNTY, MONTANA



LAKE ELMO DRIVE  
 RIGHT-OF-WAY ACQUISITION DESCRIPTION  
 PARCEL No. 31

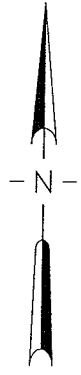
TRACT 1A,  
 AMENDED TRACT 1,  
 CERTIFICATE OF SURVEY  
 NO. 2241

TAX CODE D05322

A tract of land situated in Tract 1A, Amended Tract 1, CERTIFICATE OF SURVEY NO. 2241, recorded May 7, 1991, in Document #1594536, Records of Yellowstone County, Montana, said tract being more particularly described as follows, to wit:

Beginning at the southeast corner of said Tract 1A; thence S 89°44'02" W for a distance of 20.00 feet; thence N 00°49'38" W for a distance of 93.00 feet; thence N 89°44'02" E for a distance of 20.00 feet; thence S 00°49'38" E for a distance of 93.00 feet to the Point of Beginning, containing an area of 1,860 square feet.

AREA OF EXISTING EASEMENT: 3,255 S.F.  
 AREA TO BE ACQUIRED: 1,860 S.F.



LEGEND  
 RIGHT-OF-WAY ACQUISITION

CITY OF BILLINGS, MONTANA  
 RIGHT-OF-WAY EXHIBIT

CITY W.O. 04-33 PARCEL 31  
 THIS EXHIBIT IS PREPARED FROM THE CITY OF BILLINGS, MONTANA  
 RIGHT-OF-WAY PLAN.

**CITY OF BILLINGS**  
(hereinafter referred to as City)  
**RIGHT-OF-WAY AGREEMENT**

Lake Elmo Road Hilltop Road to Wicks Lane  
**DESIGNATION**

Work Order: 04-33  
Project No. 05153

Yellowstone  
COUNTY

Parcel No.  
31

Parcel Description

Tract 1A Amended Tract 1 of Certificate of Survey No. 2241

Section  
22

Township  
1N

Range  
26E

List Names & Addresses of the Grantors  
(Contract Purchaser, Contract Seller, Lessee, etc.)

SCOTT D. EASTLICK AND ROBIN E. EASTLICK  
1140 LAKE ELMO DRIVE  
BILLINGS, MT. 59105  
690-6186

1. In consideration of the payments herein set forth and the specific agreements to be performed by the parties hereto and written in this agreement, the parties bind themselves to the terms and conditions stated herein. No verbal representations or agreements shall be binding upon either party. This agreement is effective upon execution by the City or a designated representative, and possession of the property is granted to the City when it sends the payment(s) agreed to below. Grantors contract that they will, on City's request, execute a deed, and easement, and other documents required by the City for all real property and property interests agreed to be conveyed by this agreement.
2. COMPENSATION FOR LAND AND IMPROVEMENTS (List acreage and improvements to be acquired.)

1,395 square feet by perpetual right-of-way easement	\$1,714.00
1,860 square feet by deed	\$ 312.00
Improvements (Concrete, shrubs)	\$2,131.00
3. OTHER COMPENSATION:

465 square feet Temporary Construction Permit	\$ 156.00
---	-----------
4. TOTAL COMPENSATION (Rounded)(includes all damages to the remainder): \$4,350.00.
5. IT IS UNDERSTOOD AND AGREED THE CITY SHALL MAKE PAYMENT AS FOLLOWS:

A warrant in the amount of \$4,350.00, to be made payable to SCOTT D. EASTLICK AND ROBIN E. EASTLICK and mailed to 1140 LAKE ELMO DRIVE, BILLINGS, MT. 59105
6. IT IS UNDERSTOOD that the City is acquiring this right-of-way in order to improve Lake Elmo Road. The improvements will include, but not be limited to, street widening, curb & gutter, sidewalks, storm drain improvements, drive approaches, a multi-use path and related features. Some of these improvements may be constructed with property assessments to the adjoining properties in accordance with the City's policies in effect at the time of project creation.
7. The Grantor hereby grants the City of Billings a Temporary Construction Permit, as shown on Exhibit A of the Right-of-Way Easement, and made for the period of the street improvements construction project plus the one-year warranty period.
8. This agreement, upon execution by an agent of the City and presentation to the Grantors so designated, constitutes a written offer of compensation in the full amount of the appraised value, a summary of the property and property rights being acquired and notice that possession need not be given until payment has been received by the Grantors.
9. At no expense to the Grantors and at the time of street construction, permission is hereby granted the City to enter upon the Grantors' land, where necessary, at the location and for the purpose described as:

Reconfigure and repair sprinkler system affected by project.

Grantors understand and agree that upon completion of the construction of this item located upon the Grantors' land, they shall be considered the sole property of the Grantors, and the maintenance and repair of said property shall be the responsibility of the Grantors.

Initials SDR / RE

(Continued from Previous Page)

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN:

We understand that we are required by law to provide our correct taxpayer identification number(s) to the City of Billings and that failing to comply may subject us to civil and criminal penalties. We certify that the number(s) below is/are our correct taxpayer identification number(s)

Scott D. Eastlick      04/02/2010      516 62 5469  
Signature: SCOTT D. EASTLICK      (Date)      Tax ID No.

Robin E. Eastlick      04/02/2010      516 64 5727  
Signature: ROBIN E. EASTLICK      (Date)      Tax ID No.

Signature: \_\_\_\_\_ (Date) \_\_\_\_\_ Tax ID No. \_\_\_\_\_

RECOMMENDED FOR APPROVAL:

APPROVED FOR AND ON BEHALF OF CITY OF BILLINGS:

\_\_\_\_\_  
(Date) \_\_\_\_\_ Mayor, City of Billings (Date) \_\_\_\_\_

ATTEST:

[Signature]      1/2/2010  
City of Billings, Public Works Department      (Date) \_\_\_\_\_ City Clerk (Date) \_\_\_\_\_

ROW Agreement Parcel 31 EASTLICK

RETURN TO  
City Clerk  
City of Billings  
P.O. Box 1178  
Billings, MT 59103

**RIGHT-OF-WAY EASEMENT**

**THIS INDENTURE**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010,  
by and between the following:

**SCOTT D. EASTLICK AND ROBIN E. EASTLICK  
1140 LAKE ELMO DRIVE  
BILLINGS, MT. 59105**

hereinafter referred to as **GRANTOR** and

**CITY OF BILLINGS**, a Montana Municipal Corporation  
City Hall – 210 North 27th Street  
PO Box 1178  
Billings, Montana 59103-1178,

hereinafter referred to as **GRANTEE**

**FOR VALUABLE CONSIDERATION**, the receipt of which is hereby acknowledged;

**WITNESSETH THAT GRANTOR** does hereby grant, sell, and convey unto the **GRANTEE**, for the benefit of the public, a perpetual easement and right-of-way to construct, reconstruct, maintain, operate, repair and improve streets, storm drainage, street lights, sidewalks, accessibility ramps, multi-use path, traffic signals, necessary fixtures and appurtenances, and public and private utilities that normally occupying public rights-of-way over, across, under, and through the real property within the boundaries of the easement area as described herein and shown on the attached Exhibit "A":

**A portion of Parcel No. 31 on the City of Billings Lake Elmo Road - Hilltop Road to Wicks Lane Project. Said parcel is also described as a tract of land within Tract 1A of Amended Tract 1 of Certificate of Survey No. 2241, situated in the NE¼SW¼ of Section 22, Township 1 North, Range 26 East, P.M.M., on file under Document No. 1594536, Yellowstone County, Montana, as shown by the shaded area on Exhibit A, consisting of one sheet, attached hereto and made a part hereof, containing an area of 1,395 square feet.**

**Together with a temporary construction permit, for the period of construction plus a one-year construction warranty period, as shown by the hatched area on said Exhibit A, containing an area of 465 square feet.**

**TO HAVE AND TO HOLD** unto **GRANTEE** and to its successors and assigns forever.

**IN WITNESS WHEREOF**, the undersigned have executed these premises the day and year above first written.

Designation : LAKE ELMO ROAD – HILLTOP ROAD TO WICKS LANE

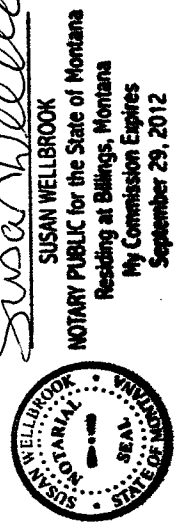
x Scott Eastlick x Robin & Eastlick

State of Montana )  
:ss. )  
County of Yellowstone )

This instrument was acknowledged before me on 04/06/2010  
(date)

x by Scott Eastlick x Robin & Eastlick  
(names)

Susan Wellbrock Notary Signature Line  
Notary Printed Name  
Notary Public for State of Montana  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE**

**THIS PERPETUAL EASEMENT** is hereby accepted pursuant to Billings City Council approval on \_\_\_\_\_, 2010. The Mayor and City Council of the City of Billings acknowledges receipt of this perpetual easement and hereby accepts the property interest conveyed through this instrument.

**CITY OF BILLINGS,**  
a Montana Municipal Corporation

By: \_\_\_\_\_  
**MAYOR**

ATTEST:

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

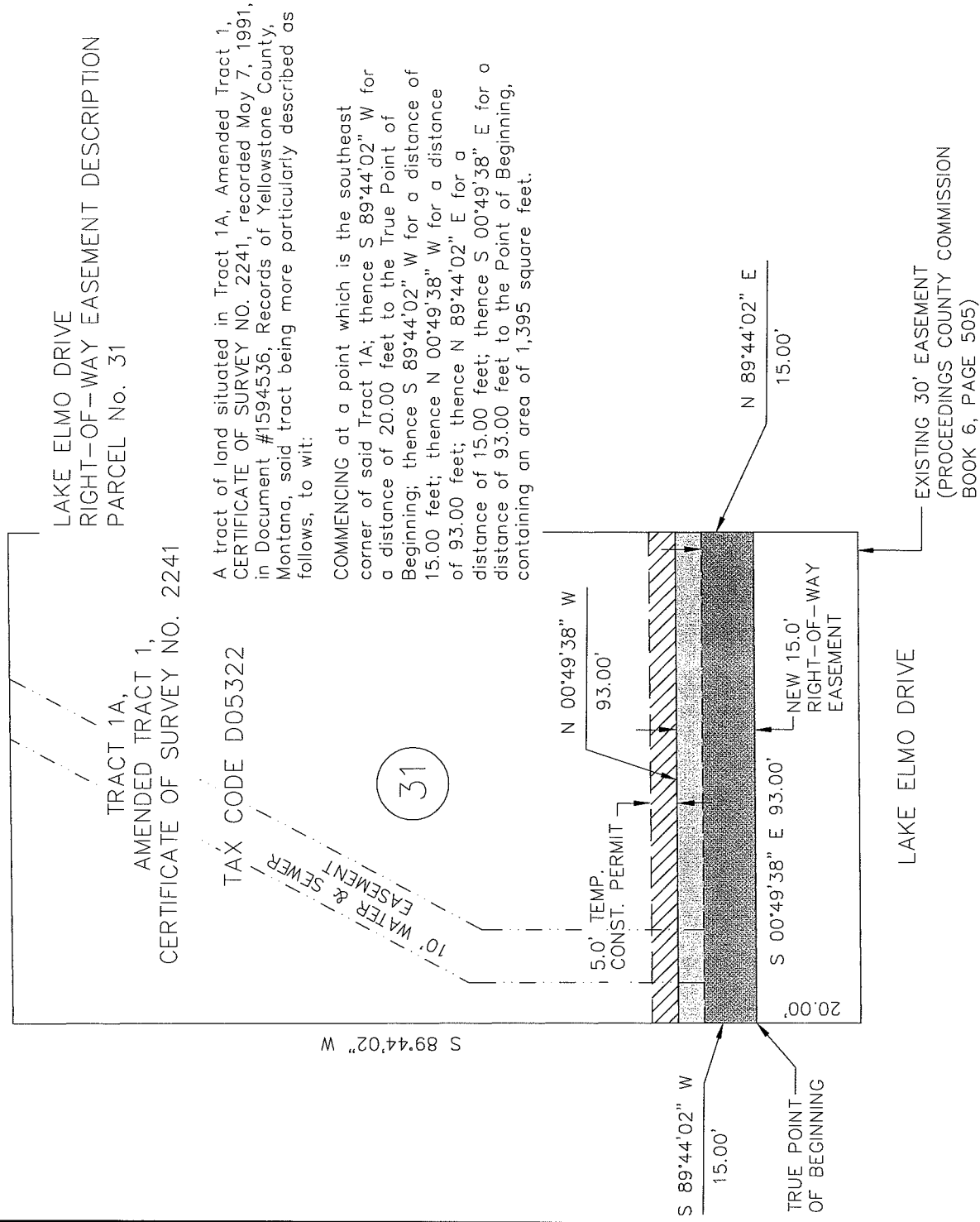
STATE OF MONTANA )  
:ss. )  
County of Yellowstone )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_ as Mayor and \_\_\_\_\_ as City Clerk of Billings known to me to be the persons who signed, respectively, and acknowledge to me that they executed the foregoing instrument. IN WITNESS WHEREOF, I have hereunto set my hand and my seal the day and year herein above written.

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

# EXHIBIT A

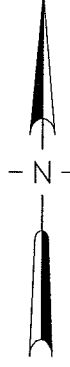
## RIGHT-OF-WAY EASEMENT AND TEMPORARY CONSTRUCTION PERMIT SITUATED IN TRACT 1A, AMENDED TRACT 1, CERTIFICATE OF SURVEY NO. 2241, YELLOWSTONE COUNTY, MONTANA



A tract of land situated in Tract 1A, Amended Tract 1, CERTIFICATE OF SURVEY NO. 2241, recorded May 7, 1991, in Document #1594536, Records of Yellowstone County, Montana, said tract being more particularly described as follows, to wit:

COMMENCING at a point which is the southeast corner of said Tract 1A; thence S 89°44'02" W for a distance of 20.00 feet to the True Point of Beginning; thence S 89°44'02" W for a distance of 15.00 feet; thence N 00°49'38" W for a distance of 93.00 feet; thence N 89°44'02" E for a distance of 15.00 feet; thence S 00°49'38" E for a distance of 93.00 feet to the Point of Beginning, containing an area of 1,395 square feet.

AREA OF RIGHT-OF-WAY EASEMENT: 1,395 S.F.  
AREA OF TEMPORARY CONSTRUCTION PERMIT: 465 S.F.



### LEGEND

-  RIGHT-OF-WAY EASEMENT
-  CONSTRUCTION PERMIT

CITY OF BILLINGS, MONTANA  
RIGHT-OF-WAY EXHIBIT

CITY W.O. 04-33 PARCEL 31

THIS EXHIBIT IS PREPARED FROM THE CITY OF BILLINGS, MONTANA RIGHT-OF-WAY PLAN.

Date: 04/26/2010

TITLE: Don Luis Restaurant Cinco de Mayo Celebration

PRESENTED BY: David Mumford

Department: Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

Don Luis Restaurant requests the closure of the 100 Block of 26th Street North from 3:00 pm until 10:00 pm on Wednesday, May 4, 2010 for the Cinco de Mayo Celebration.

Recommended conditions of approval include:

1. Obtain the proper open container permit from the Police Department if alcohol will be consumed in the public right of way
2. Contact the Police Department to determine if a noise permit will be required
3. Contact all affected businesses and make them aware of the event two weeks in advance
4. Clean the area to be used and provide and empty waste cans
5. Notify all emergency facilities, bus lines and media at least two weeks in advance of the event
6. Provide and install adequate traffic barricades and signs directing motorists around the closure
7. Provide certificate of insurance naming City of Billings as additional insured
8. Provide an unobstructed 10' wide lane in the section of closed street for emergency vehicle access

**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. Police, traffic control and litter removal are to be paid for by Don Luis Restaurant.

**RECOMMENDATION**

Staff recommends that Council approve the closure named above from 3:00 pm to 10:00 pm on Wednesday, May 4, 2010.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Link: [Cinco de Mayo Attach](#)

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**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 Carmen G. Salazar

ORGANIZATION MAKING APPLICATION Don Luis Restaurant

PHONE (406) 256-3355

ADDRESS 15 N. 26<sup>th</sup> St Billings, MT 59101

EMAIL ADDRESS Carmendonluis@msn.com

APPROXIMATE TIME EVENT WILL:

Assemble 3:00 P.m Start 5:00 P.m Disband 10:00 P.m

DATE OF EVENT May 5, 2010

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

To celebrate the Mexican Holiday of  
Cinco de Mayo  
Stage with Band

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

BLOCK PARTY STREET LOCATION (IF APPLICABLE):

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

Don Luis Staff will clean-up

**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 Caren S. Salgan DATE 4/7/10

APPLICATION APPROVED \_\_\_\_\_ DATE \_\_\_\_\_

APPLICATION DENIED \_\_\_\_\_ DATE \_\_\_\_\_

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

**FOR CITY USE ONLY**

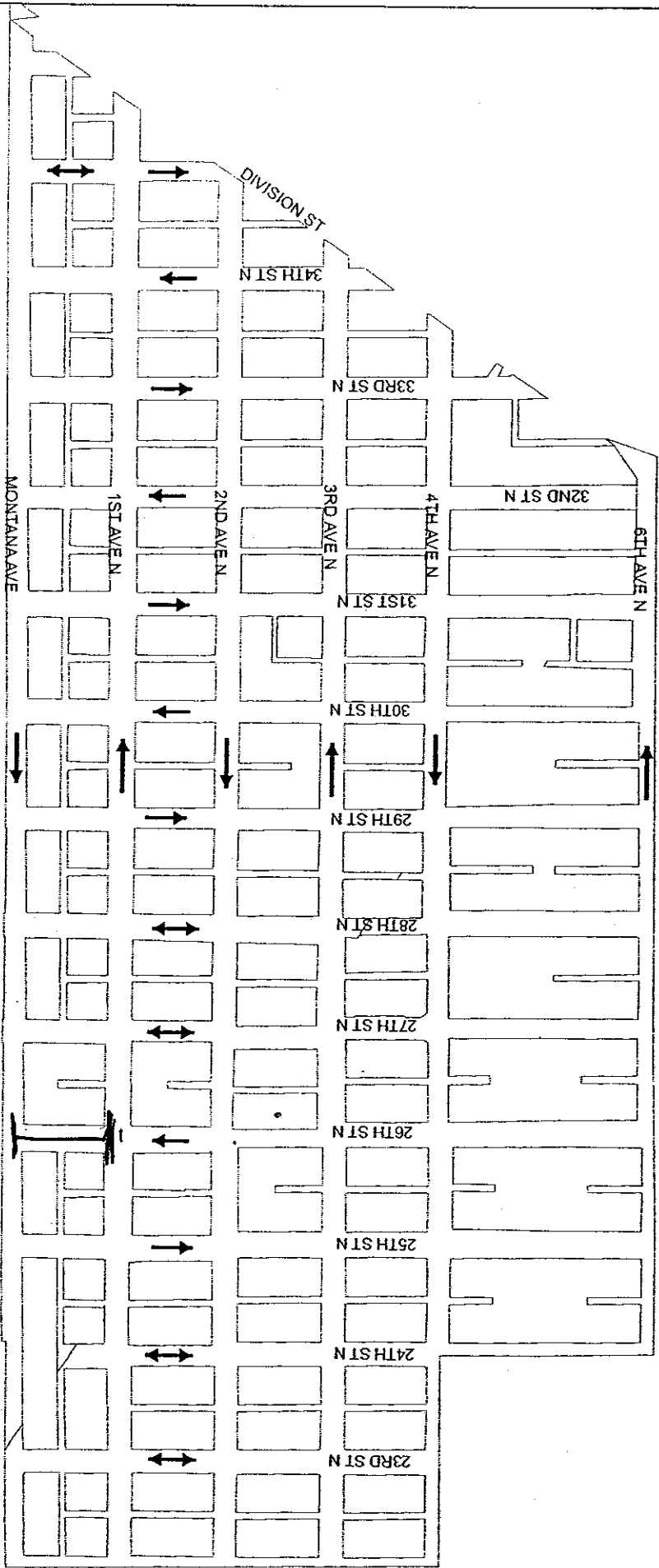
FEE: \_\_\_\_\_

APPLICANT NOTIFIED BY: \_\_\_\_\_

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

- |                               |
|-------------------------------|
| <b>COPIES TO:</b>             |
| 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                 |

# Downtown Billings Street Direction Map



*location*

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/07/2010

<b>PRODUCER</b> Hoiness LaBar Insurance A Member of Payne Financial Group P.O. Box 30638 Billings, MT 59107-0638		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>INSURED</b> Don Luis, Inc. 15N. 26th Street Billings, MT 59101		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: <b>St Paul Travelers</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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		<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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	I6801488L243IND10	05/01/10	05/01/11	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						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
		<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	\$
A		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 5000	ISFCUP9349Y964IND1	05/01/10	05/01/11	EACH OCCURRENCE	\$1,000,000
						AGGREGATE	\$1,000,000
							\$
							\$
							\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below  OTHER				WC STATU-TORY LIMITS	OTH-ER
						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

Certificate Holder is shown as an Additional Insured as respects to the Cinco

De Mayo celebration occurring on 5/5/2010.

Notification due to non-payment of premium will always be 10 days.

<b>CERTIFICATE HOLDER</b>  City of Billings 210 N 27th Street Billings, MT 59101	<b>CANCELLATION 10 Days for Non-Payment</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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 <i>Cherry Brophy</i>
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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.

**Regular City Council Meeting**

**Consent : 1.G.2.**

**Date: 04/26/2010**

**TITLE: Montana Women's Run**

**PRESENTED BY:** David Mumford

**Department:** Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

The Yellowstone Rimrunners request temporary street closures on Saturday, May 8, 2010, from 6:00 am to 12:00 noon, for their annual Montana Women's Run. Closures are as follows: 2nd and 3rd Avenues from N.10th to Division St.; Clark and Yellowstone Avenues from Division to 7th Street West (8:25-10:00 am only); 2nd Ave. N. from N. 27th St. to N. 30th St.; and Broadway from 1st Ave. N. to 3rd Ave. N.

Recommended conditions of approval include that the Yellowstone Rimrunners:

1. Have no alcohol consumption in the public right of way
2. Clean 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 a certificate of insurance naming the City of Billings as additional insured
6. Insure that a minimum 10' wide unobstructed emergency access lane is provided on all streets located in the block party area

**ALTERNATIVES ANALYZED**

The Council may:

- Approve the request to close streets for the event; or
- Deny the street closures.

**FINANCIAL IMPACT**

There are no costs to the City of Billings for this event other than administrative time to process the permit. Police, traffic control and litter removal are to be paid for the Yellowstone Rimrunners.

**RECOMMENDATION**

Staff recommends that Council approval the temporary closure of the streets named above for May 8, 2010.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Link: [Montana Women's Run Attach](#)

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The Montana Women's Run brings women of all ages together to run or walk through the streets of downtown Billings on the day before Mother's Day. The event is really two timed races (5 Miles and 2 Miles), with medals for the first 5 finishers in each age group as well as special awards for the first three overall finishers, the first Masters and first Super Masters finishers in each race. We are also the RRCA State Championship Races for both the 5 Mile and 2 Mile races. However, most of the participants walk, many pushing strollers or wheelchairs. Women come from all over the country to join their friends and family. The 2010 edition is the 29th year for our event and will be held May 8th.

The Montana Women's Run promotes health and fitness among women, and also raises money donated to programs for local women's services. Last year we gave over \$60,000 divided among the Billings YWCA, Billings Clinic Women's Wellness Fund, Billings Family YMCA, MSU-B Cross Country scholarship fund, Rocky Mountain College scholarship fund, and the Yellowstone Rim Runners for equipment to stage the races.

On May 8, 2010, we request closure of the streets as shown on the attached map and sheet of explanation basically from 6am- noon: 2nd and 3rd Avenues N. from N. 10th to Division; Clark and Yellowstone Avenues from 8:25-10 am. Roads can open up as the last walkers pass. We request to close 2nd Ave. N. from N. 27th St. to N. 29th St. and Broadway from 1st Ave. N. to 3rd Ave. N. for our Post-race Party and Awards Ceremony from 6 am to noon.

Exel "Ekkie" Wedul  
2010 Montana Women's Run Coordinator  
656-6973





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. or Downtown Billings office - 2815 2<sup>nd</sup> Ave. N. (both - 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 Exel "Ekkie" Wedul

ORGANIZATION MAKING APPLICATION Montana Women's Run

ADDRESS 3412 Ben Hogan Ln. City Billings State MT Zip 59106

EMAIL ADDRESS wedul@breshan.net

APPROXIMATE TIME EVENT WILL:

Assemble 6 am Start 8:30 am Disband noon

DATE OF EVENT May 8, 2010 Saturday

PURPOSE OF EVENT: (Description and detail of plans)

29<sup>th</sup> Annual run & walk; fundraiser for women's programs in the Billings area; promotes health & fitness among women. Participants will run or walk either 2 miles or 5 miles, timed. Post Race Party with Awards Ceremony under Skypoint.

EVENT ROUTE DESIRED (IF APPLICABLE) - Please attach map

See map.

BLOCK PARTY STREET LOCATION (IF APPLICABLE)

2<sup>nd</sup> Ave. N. from N. 27<sup>th</sup> to N. 29<sup>th</sup>  
Broadway from 1<sup>st</sup> Ave. N. to 3<sup>rd</sup> Ave. N.

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

Billings Purple People

**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 not a certificate of insurance in NOT required for Block Parties.)

**NOTICE:** ANY MARKINGS (NO PAINT ALLOWED) TO BE PLACED ON THE PUBLIC RIGHT-OF-WAY MUST BE APPROVED BY THE CITY TRAFFIC/ENGINEERING DEPARTMENT PRIOR TO PLCEMENT, 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 EVEN ROUTE FOR NO PARKING TWO HOURS PRIOR TO YOU 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 EVEN ROUTE (PARADE),** THE CITY WILL PROVIDE TWO POLICE OFFICERS WITH VEHICLES TO START THE3 EVENT, AND A STREET SWEEPER (IF NECESSARY AND WEATHER PERMITTING) TO FOLLOW THE EVENT.

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

**UPON SIGNING OF THIS APPLICATION, THA 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 and The Downtown Billings Alliance, its officers, agents, employees and volunteers from damage to property and for injury to or death of any person 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 Eyal Wadud DATE 2-25-10

APPLICANT APPROVED \_\_\_\_\_ DATE \_\_\_\_\_

APPLICANT 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

Requested Road Closures for the Montana Women's Run  
May 8, 2010

For the Race Route:

Important Intersections

1. North 27<sup>th</sup> Street at 3<sup>rd</sup> Avenue North: 8:25-9:30 am
2. Division from 2<sup>nd</sup> Avenue North to 3<sup>rd</sup> Avenue North: 8:25-10:30 am
3. North 13<sup>th</sup> Street from 2<sup>nd</sup> Avenue North to 3<sup>rd</sup> Avenue North: 8:00-8:45 am

Other Streets

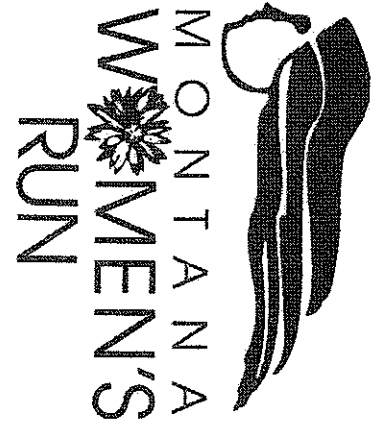
4. 2<sup>nd</sup> Avenue North from North 10<sup>th</sup> Street to Division:  
Full Closure from N. 27<sup>th</sup> St. (not including 2<sup>nd</sup> Ave. intersection) to N. 19<sup>th</sup> St.:  
6-9 am.  
Partial Closure from N. 19<sup>th</sup> St. to N. 10<sup>th</sup> St.: 8:15-9:30 am.  
Full Closure from N. 27<sup>th</sup> St. (not including 2<sup>nd</sup> Ave.N. intersection) to Division:  
8:25-10:30 am.
5. 3<sup>rd</sup> Avenue North from North 10<sup>th</sup> Street to Division:  
Full Closure from N. 19<sup>th</sup> St. to Division: 8:15-10:00 am.  
Partial Closure from N. 19<sup>th</sup> St. to N. 10<sup>th</sup> St.: 8:15-9:15 am
6. Clark Avenue and Yellowstone Avenue  
Partial Closure from Division to 7<sup>th</sup> St. W.: 8:25-10:30 am.

Orange sawhorses with "STREET CLOSED" signs on them will be placed at every intersection on 4<sup>th</sup> Ave. N. and 1<sup>st</sup> Ave. N. by 8 am. As the last walkers pass each intersection on 3<sup>rd</sup> Ave. N. east of N. 30<sup>th</sup> St., the sawhorses will be removed. West of N. 30<sup>th</sup> St. the sawhorses will be removed as the last walkers pass each intersection on 2<sup>nd</sup> Ave. N.

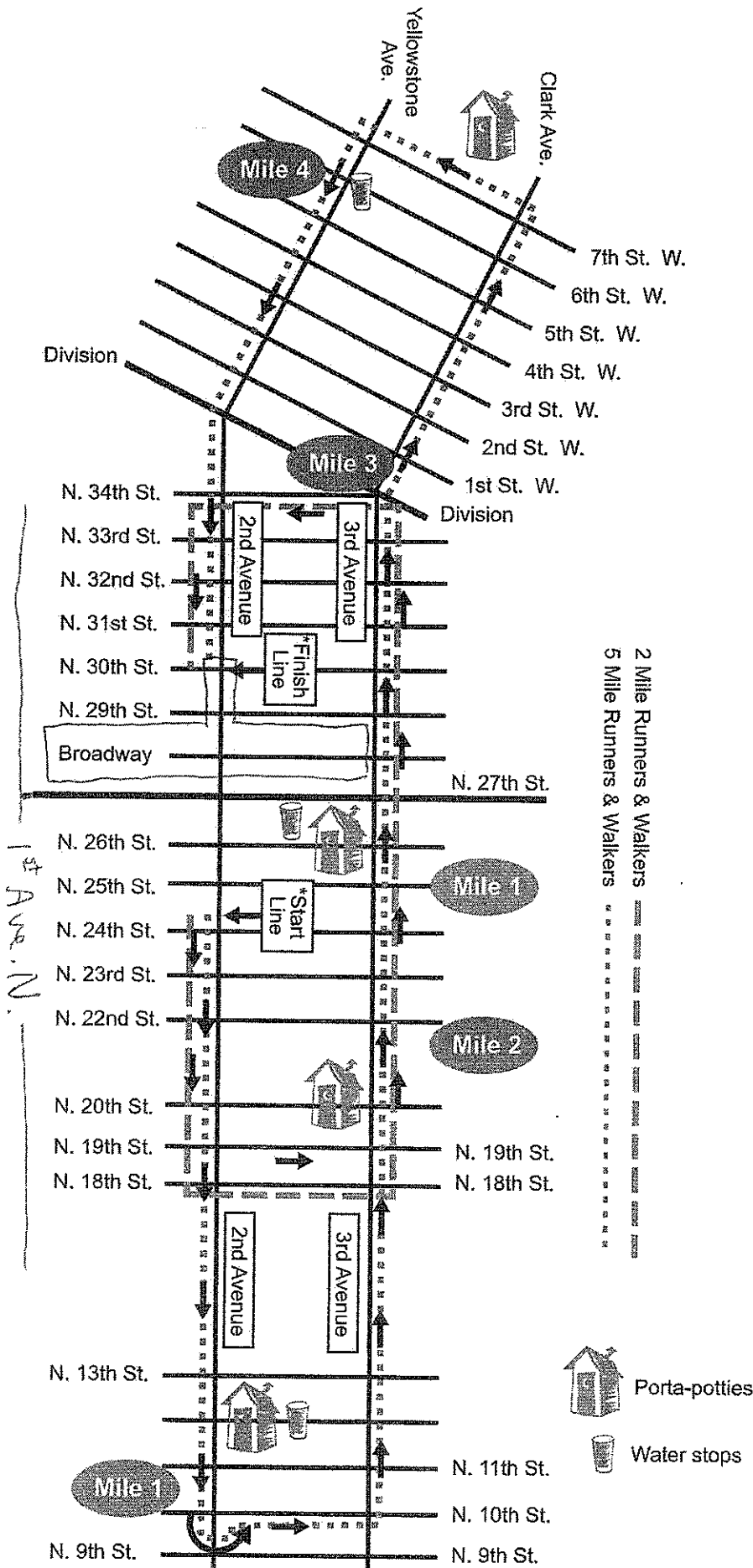
Type I barricades with NO signs attached to them will be placed starting at about 7 am to close 2<sup>nd</sup> Ave. N. at N. 27<sup>th</sup>. "MERGE", "NO LEFT TURN", and specific "DETOUR" signs will be used to divert traffic on Broadwater away from Division between N. 2<sup>nd</sup> St. and N. 3<sup>rd</sup> St.

We will supply our barricades, sawhorses and signs. We will also have several police on Division and on N. 27<sup>th</sup> St.

Ekkie Wedul, Coordinator  
Montana Women's Run  
656-6973



**COURSE MAP** updated 5/1/2009



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/16/2010

PRODUCER (260) 467-5690 FAX: (260) 467-5651  
STAR Insurance - Fort Wayne Office  
2130 East DuPont Road

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.

Fort Wayne IN 46825

INSURERS AFFORDING COVERAGE NAIC #

INSURED  
ROAD RUNNERS CLUB OF AMERICA/2010  
AND ITS MEMBER CLUBS  
7410 SKYLINE DRIVE  
FREDERICK MD 21702-3652

INSURER A: NATIONAL CASUALTY COMPANY 11991

INSURER B: NATIONWIDE LIFE INS. CO. 66869

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
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> LEGAL LIAB. TO PART. \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC A&M AGGREGATE \$5,000,000	KRO 0000000754800	12/31/2009 12:01 A.M.	12/31/2010 12:01 A.M.	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ NONE PRODUCTS - COMP/OP AGG \$ 1,000,000 ABUSE & MOLESTATION 500,000
	<b>AUTOMOBILE LIABILITY</b> <input 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	KRO 0000000754800	12/31/2009 12:01 A.M.	12/31/2010 12:01 A.M.	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 \$ \$ \$ \$
	<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 E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	<b>OTHER EXCESS ACCIDENT &amp; MEDICAL</b>	SPX 0000003732100	12/31/2009 12:01 A.M.	12/31/2010 12:01 A.M.	EXCESS MEDICAL \$10,000 \$250 DEDUCTIBLE PER CLAIM AD & SPECIFIC LOSS \$2,500

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED.

DATE & EVENT: 05/08/10 Montana Women's Run -- 2 Mile and 5 Mile Road Races

INSURED CLUB: Yellowstone Rim Runners, Attn: David Coppock; P.O. Box 2424, Billings, MT 59103

## CERTIFICATE HOLDER

05/08/10 City of Billings  
Attn: Susan Wellbrook  
390 N. 23rd Street  
Billings, MT 59101

## 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

John Lefever/JWE



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/19/2010

PRODUCER (260)467-5690 FAX: (260)467-5691  
STAR Insurance - Fort Wayne Office  
2130 East DuPont Road

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.

Fort Wayne IN 46825

### INSURERS AFFORDING COVERAGE

NAIC #

INSURED  
Yellowstone Rim Runners  
P O Box 2424

INSURER A: NATIONAL CASUALTY COMPANY

INSURER B:

INSURER C:

INSURER D:

INSURER E:

Billings MT 59103

### 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 LTR	ADD'L 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 - COM/POP 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 \$
A		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$	6L-XKO-00000008206-00 STRAIGHT EXCESS	12/31/2009 12:01 AM	12/31/2010 12:01 AM	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		<b>OTHER</b>				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED.

DATE & EVENT: 05/08/10 Montana Women's Run - 2 Mile and 5 Mile road Races

### CERTIFICATE HOLDER

05/08/10 City of Billings  
Attn: Susan Wellbrook  
390 N. 23rd Street  
billings, MT 59101

### 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

Date: 04/26/2010

TITLE: Recreational Trails Program Grant Application - 25th Street Pedestrian Bridge

PRESENTED BY: Candi Beaudry

Department: Planning & Community  
Services

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### Information

#### PROBLEM/ISSUE STATEMENT

The City of Billings is seeking funding for the 25th Street Bicycle/Pedestrian Bridge over the Montana Rail Link tracks. The Recreational Trails Program (RTP) grant for the year 2011 is due on July 1, 2010, and staff is recommending the City apply for funds toward the bridge project. The City Council is being asked for approval to submit this grant application. The grant application form is attached for reference. It will be completed by staff as per Council approval. The RTP grant is designated for the development of trails and has one grant available annually for a maximum amount of \$70,000, and other grants available annually for up to \$35,000. This application will ask for the maximum grant of \$70,000 but lesser amounts can be awarded by the program. The RTP grant provides reimbursement after monies have been expended for construction and requires a 20% local match. The match of \$14,000 (for the \$70,000 grant) or \$7,000 (for the \$35,000 grant) could be provided through a BikeNet contribution as the organization was willing to provide up to \$25,000 for the bridge project. The overall bridge project is currently estimated at about \$800,000. To move forward with this grant application and complete the attached form, the Council needs to approve the application and authorize the Mayor to sign the application document.

#### ALTERNATIVES ANALYZED

The City Council may:

- Approve the submittal of a Recreational Trails Program grant for a portion of the 25th Street Bicycle/Pedestrian Bridge project; or
- Not approve the submittal of a Recreational Trails Program grant for a portion of the 25th Street Bicycle/Pedestrian Bridge project and look for other funding sources to complete the project.

#### FINANCIAL IMPACT

There should not be any negative financial impact to the City by applying for this grant. The Recreational Trails Program Grant is being written to provide some funding for the 25th Street Bicycle/Pedestrian Bridge over the railroad tracks and connect to the on-street bike lanes along So. 25th Street with an eventual connection to the trail along the Yellowstone River by Coulson Park and PPL Montana. The application will request \$70,000 which is the maximum amount the City could receive, but will also allow the City to be awarded a lesser amount of grant funds. This grant provides reimbursement after monies have been expended for the development and requires a 20% match. The match, which will not exceed \$14,000, will be provided by BikeNet as it has committed up to \$25,000 for the Bridge project. The total project is estimated to cost \$800,000.

#### RECOMMENDATION

Staff recommends that the City Council approve the submittal by staff of a Recreational Trails Program grant for up to \$70,000 for the 25th Street Bicycle/Pedestrian Bridge project and authorize the Mayor to sign the grant application.

#### APPROVED BY CITY ADMINISTRATOR

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## **Attachments**

Link: [2011 RTP Grant Application Form and Signature Page](#)

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# Recreational Trails Program



## FY 2011 Grant Application

**Montana Fish, Wildlife & Parks  
Recreational Trails Program  
Parks Division  
1420 East Sixth Avenue  
P.O. Box 200701  
Helena, MT 59620**

---

**Name of Sponsor**

---

**Name of Project**

## **Application Format and Deadlines**

**Binder.** The application must be in a three-ring binder. Place the name of your organization and the name of your project on the outside cover and spine of the binder.

**Index.** The application must be divided with index tabs as follows:

1. Project Application Summary Sheet
2. Checklist
3. General Information
4. Project Description
5. Project Map
6. Project Cost Information
7. Environmental Assessment (MEPA/NEPA Checklist)
8. Public Comment
9. Noxious Weed Plan
10. Wildlife and Fisheries Review Forms
11. Meeting Minutes (if necessary)
12. Letters of Support

**Paper Size.** Use only 8 ½" X 11" paper stock. If submitting a map in a larger format, provide 4 copies of each such map with your application.

**One Sided.** Paper should have print on only one side. Do not include two-sided copies.

**No Staples.** There should be no staples in your application.

**Number of Copies.** Four copies of the application each in the prescribed format must be submitted to:

Montana Fish, Wildlife & Parks  
Recreational Trails Program  
Parks Division  
1420 6<sup>th</sup> Avenue  
P.O. Box 200701  
Helena, MT 59620

**Key Dates.** The following dates should be used as guidelines in the preparation of an RTP grant application.

**May 15, 2010** Project description & maps should be submitted to wildlife & fisheries biologists with Wildlife & Fisheries Review Forms.

**May 29, 2010** By this date, grants sponsors should have posted a legal ad in the newspaper to announce a 30-day public comment period. The ad should describe how comments can be submitted (sponsor's address, etc.). Sponsors should engage the public beyond the legal ad, through such

things as news articles, public meetings, etc., but the legal ad is a minimum requirement to be eligible for an RTP grant.

**Application Date.** This date is an absolute deadline and is not negotiable.

**July 1, 2010** Completed applications must be mailed to FWP. Postmarks after the July 1 deadline will not be accepted. No supplementary materials will be accepted after the July 1 deadline.

**Note:** Any applicant with an RTP grant contract signed in 2008 or previous, which has not yet been completed, is not eligible to apply for an FY 2011 grant.



### **Parks Recreation Bureau**

The Parks Recreation Bureau administers five different outdoor recreation grant programs, including the Land & Water Conservation Fund, the Motor Boat Facility Program, Off Highway Vehicle Program, Recreation Trails Program, and Snowmobile Program. The Bureau also serves as consultant to FWP and other state and federal agencies regarding outdoor recreation issues. The Bureau produces a number of important statewide reports, including the Statewide Comprehensive Outdoor Recreation Plan, and the Montana State Trails Plan.

**Technical assistance:** Grant sponsors needing assistance with any aspect of a grant application should not hesitate to call for help. We are here to answer your questions and to give you advice on how to make your grant application more competitive.

**Beth Shumate**

Trails Grant Coordinator  
(406) 444-4585  
[bshumate@mt.gov](mailto:bshumate@mt.gov)

**Steve Gilbert**

Non-Motorized Trails Specialist  
(406) 444-7642  
[sgilbert@mt.gov](mailto:sgilbert@mt.gov)

## FY 2011 Recreational Trails Program Summary Page

Fill in this summary page completely. Your answers and explanations should be brief.

1. Project Sponsor \_\_\_\_\_  
Name of Agency, Organization, Club
  
2. Project Name \_\_\_\_\_  
Trail Name, Trail Number, or Project Title
  
3. Project Type \_\_\_\_\_  
Diversified, Non Motorized, Motorized
  
4. Land Ownership \_\_\_\_\_  
Private, Municipal, County, State, US Forest Service, BLM, etc.
  
5. Concise Project Description \_\_\_\_\_  
Examples: Trail renovation or construction, weed control, etc.
  
6. Grant Amount Requested \_\_\_\_\_  
See Guidelines, Application Limitations, for large (\$20,001 -- \$35,000), smaller (\$1,000 -- \$20,000) project grants and at least one (\$70,000 grant).
  
7. Sponsor Contribution \_\_\_\_\_  
Sum of sponsor funds and in-kind contributions: See Table, Part B.
  
8. Total Project Cost \_\_\_\_\_

## Checklist

This checklist is to aid you in completing your RTP application. FWP will compare this checklist to your application to be sure you have included all of the necessary documentation and have provided four (4) copies of the completed application. Please check the appropriate items below as you complete preparation of your application and include this checklist with your application.

- \_\_\_\_\_ Completed and signed application form
- \_\_\_\_\_ Sponsor contact person's name, telephone number and address are included and legible
- \_\_\_\_\_ **If project is on land not owned by the sponsor (private or public), include letters of support from the landowner and copies of 25-year leases or easements or letters authorizing access for the project if land is private (this includes all State Highway Right-of-Ways).**
- \_\_\_\_\_ Letters of support from trail user groups/individuals
- \_\_\_\_\_ MEPA NEPA Checklist compliance:
  - \_\_\_\_\_ Checklist must be dated within 2 years of application deadline
  - \_\_\_\_\_ Public Comment: Legal notice within 2 years of application deadline: how you scoped, for how long, public input received
  - \_\_\_\_\_ Alternatives considered and analyzed (3 minimum, more preferred)
  - \_\_\_\_\_ Discussion of why a particular alternative was selected
- \_\_\_\_\_ If a private organization, copy of minutes of meeting approving application
- \_\_\_\_\_ Wildlife Review Form signed and dated within 2 years of application deadline
- \_\_\_\_\_ Fisheries Review Form signed and dated within 2 years of application deadline
- \_\_\_\_\_ Map showing project area (a USGS 1:24,000 scale map at a minimum)
- \_\_\_\_\_ Noxious weed plan, if required (valid for 2 consecutive years, if identical projects)
- \_\_\_\_\_ Provide four (4) completed copies of the application formatted as per directions
- \_\_\_\_\_ Name of organization and project appears on outside cover and spine of binder

**Part A. General Information**

1. Classification of Project Applicant (Check one)

Government	Organization
_____ Federal	_____ Partnership
_____ State	_____ Incorporated Organization
_____ Municipality	_____ Other (Explain)
_____ County	
_____ Reservation	

2. \_\_\_\_\_  
Name of Applicant (Agency, organization)

3. \_\_\_\_\_  
Address

4. \_\_\_\_\_  
Applicant Contact Person

\_\_\_\_\_ Home Telephone    Work Telephone    FAX    E-mail

5. Classification of Land (Check one)

\_\_\_\_\_ Public Land    \_\_\_\_\_ Private Land    \_\_\_\_\_ Combination Public & Private

6. Project Location.

\_\_\_\_\_ County    \_\_\_\_\_ Township, Range, Section, 1/4 Section

\_\_\_\_\_ City, Town    \_\_\_\_\_ National Forest    \_\_\_\_\_ BLM Unit

7. Type of Project (Check all that apply).

- Maintenance/Grooming of trails
- Restoration of areas damaged by use
- Development of trail side and trail head facilities
- Acquisition (must be from willing seller)
- New trail construction
- Safety Education/Interpretation

8. Project Description. Describe the scope of work and what you intend to accomplish with this project. Limit your response to no more than 1,000 words. Additional information should include provisions for disabled access, user abilities served and range of abilities served, provisions for cultural and natural resource interpretation, provisions for safety information and education and unique attributes or features of this project that could serve as examples to other projects. Include maps (area and project specific maps, with a USGS 1:24,000 quad map (or more, if necessary to show entire project area). Identify on project specific map locations of structures, access points, trailheads and trailside facilities.

9. Intended Use (Check one).

- 1) Non-motorized single use (such as hike or horseback only)
- 2) Non-motorized diversified use (more than one non-motorized use)
- 3) Diversified Use for both motorized and non-motorized
- 4) Motorized single use (such as snowmobile or ATV only)
- 5) Motorized diversified use (more than one motorized use)

10. Trail use types that will benefit from this project

- |   |   |
|---|---|
| <input type="checkbox"/> Bicycle              | <input type="checkbox"/> Hiking/Jogging               |
| <input type="checkbox"/> Trail Motorcycle     | <input type="checkbox"/> Snowmobile                   |
| <input type="checkbox"/> Equestrian           | <input type="checkbox"/> Cross Country Skiing         |
| <input type="checkbox"/> All-Terrain Vehicle  | <input type="checkbox"/> Four Wheel Vehicles (trucks) |
| <input type="checkbox"/> Water Trail Activity | <input type="checkbox"/> Other (Canoe, Boat Trails)   |

Provide letters of support from user groups or organizations that support and plan to use the trail.

11. Does this project provide connections within the community (such as links to schools, businesses, recreation or senior centers, etc.), or connect rural areas to backcountry recreational opportunities?

- Yes  No

If yes, please briefly describe connectivity.

12. Does this project link to or is it an integral part of any other existing trail, trail system, greenway, scenic byway; natural, cultural, historical, recreation or park areas?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, explain.

13. Public and volunteer assistance. Provide information about the level of public and volunteer assistance or non-traditional labor involved in project including public funding, private funds, fund donations, in-kind service, donated materials and labor. Volunteer labor used as part of the applicant's 20% (sponsor's funds, in-kind contributions and volunteer hours) may be billed at \$15/hour.
14. Describe partnerships that have been or will be created to implement this project.
15. Will this project construct, maintain, rehabilitate facilities or provide benefits to person's with disabilities, senior citizens, or other challenged groups? If so, explain.
16. Who will operate and maintain this project when completed?
17. Does this project include or is it a part of a trail that provides cultural or natural resource interpretation, ethics, safety education or other information of benefit to trail users? If so, describe.
18. Will this project widen an existing trail? If so, describe the extent and locations of widening and the rationale for it. (This information should be provided by the land managing agency)
19. What impact will this project have on the current types of trail users? Are certain types of users likely to be adversely impacted or displaced by this project? (This should be completed by land managing agency).
20. Project Time Schedule. How long after grant agreement signing will project be initiated? Note: Project should be completed in two (2) years. Any applicant with an RTP grant contract signed in 2008 or previous, that has not yet completed that project is not eligible to apply for an FY 2010 grant.
21. Resource Protection and Enhancement. Please describe whether or not your project would protect and enhance natural resources, or consider avoidance of problem areas, or mitigation of unavoidable damage to the resources. Such activities might include rail-trail conversions, utility right-of-ways for trails, soil erosion control, and re-routes to avoid wet areas, highly erosive soils, or critical wildlife habitat.
22. Is any part of this trail currently under litigation in a court of law?

**Part B. Project Cost Information**

<b>Category</b>	<b>Grant Request</b>	<b>Grooming Hours*</b>	<b>Sponsor Funds</b>	<b>Value of In-Kind Contributions</b>	<b>Total Project Costs</b>
Design and Engineering					
Labor					
Equipment Rental					
Construction Contracts					
Materials					
Purchase/Lease of Maintenance Equipment					
Grooming Operations*					
Operation of Maintenance Equipment					
Miscellaneous Purchases and Services					
Land Acquisition					
<b>Total Project Costs</b>					

**Important!** Identify amounts and sources of sponsor funds and in-kind contribution, including the value of volunteer labor.

**Be specific!** For labor, list the number of employees, salaries, # of hours and the weeks/months of year this grant will finance. For materials, list the quantities of materials and cost thereof. For rent or purchase/lease of equipment, list the items of equipment and cost per item.

\*Snowmobile Grooming Operations Hourly Rates

Utility Sled Used for Trail Grooming: \$20.00 per hour (does not include grooming labor)

All Other Large Groomers: \$60.00 per hour (does not include grooming labor)

**Refer to Snowmobile Grooming Operations Rate document for further information**

## **Part C. Environmental Overview**

The Montana Environmental Policy Act (MEPA) and National Environmental Policy Act (NEPA) must be satisfied by the sponsor and land management agency involved in the project whether that project is on federal, state, county, city or private land. The official Montana Fish, Wildlife & Parks MEPA NEPA Checklist is the required format for satisfying MEPA and NEPA for the Recreational Trails Program. The following types of projects are exempted from completion of the FWP MEPA NEPA Checklist: ethics or safety education brochures, and portable exhibits and displays.

**Note:** Dated MEPA NEPA Checklists and biological review forms are good for two years. If the proposed project is exactly the same as last year's (no variations whatsoever), the MEPA NEPA Checklist and biological review forms from last year may be used with this application.

## **Part D. Noxious Weed Plan**

Please attach a noxious weed plan. Refer to grant application guidelines for details. No weed plan is need for ethics or safety education brochures, and portable exhibits and displays.

## **Part E. Wildlife And Fisheries Review**

Provide a copy of the Wildlife and Fisheries Review Form signed by federal or state wildlife and fisheries biologists or professional consulting biologists. Have your project description, maps, and other information with you at your meeting with the biologists. We strongly encourage grant applicants to have materials in to biologists by May 15, 2010. The reviewing biologist must date and sign the pertinent review form within 2 years of the project application deadline. Review forms with dates older than two years are not considered valid for the purposes of this grants program. Only the following types of projects are exempted from completion of these review forms: ethics or safety education brochures and portable exhibits and displays.

## **Part F. Public Comment**

Provide evidence of public comment through a legal notice in the **nearest daily newspaper with widest circulation** in the project area. Also, please describe the avenues made available for public input, and the length of the public comment period (dates). Only ethics or safety education brochures, and portable exhibits and displays are exempted from public comment.

## **Signatures**

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Typed Name and Title of Authorized Official

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Signature of Authorized Official

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Date

Date: 04/26/2010

TITLE: Resolution Amending City Council E-Mail Access Policy & Resolution # 09-18904

PRESENTED BY: Tina Volek

Department: City Hall Administration

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### Information

#### PROBLEM/ISSUE STATEMENT

A City of Billings City Council E-Mail Access Policy intended to provide public access to e-mails sent to or from the Mayor and all City Council members as a group was approved by City Council Resolution No. 09-18904 on Dec. 14, 2009. The resolution and policy requires that all e-mails sent to or from the Mayor and Council be posted on the City website within one business day of receipt unless the e-mail contains content that is governed by Montana constitutional privacy rights, that is excluded by law or an attorney-client relationship from being made public, or that contains private health care or medical information.

Although other cities have e-mail procedures, the policy is believed to be the first of its type approved in a State of Montana municipality and, therefore, was found to need fine-tuning after its first quarter in use. The staff has discovered a potential for the e-mail to be used for advertisement, for language that is inappropriate for use on the City website, or for potentially defamatory or abusive comments. After reviewing posting standards from the Billings Gazette and other media websites that allow comments to be moderated, the staff recommends that the policy and resolution be amended to allow staff to edit or redact e-mails that contain these elements. The e-mails will continue to go to the Mayor and Council, who can ask as a group that items be reinstated on the website in their entirety.

#### ALTERNATIVES ANALYZED

The Council may:

- Approve a resolution amending Resolution 09-18904 and the City Council E-Mail Access Policy to allow editing or redaction of e-mails that contain commercial or political solicitation, name-calling, crude language, personal abuse or unfounded allegations; or
- Not approve amendments to the Resolution and Policy, leaving the website open to include such problems.

#### FINANCIAL IMPACT

There is no immediate financial impact of either action. However, the City could be subject to litigation if its website is used to make unfounded allegations against an individual.

#### RECOMMENDATION

Staff recommends that the Council approve amending Resolution 09-18904 and the E-mail Access Policy to allow redaction or editing of the items listed above.

#### APPROVED BY CITY ADMINISTRATOR

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### Attachments

Link: [E-Mail Resolution](#)

Link: [E-Mail Policy](#)

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RESOLUTION NO. 10-

A RESOLUTION OF THE BILLINGS, MONTANA, CITY COUNCIL AMENDING RESOLUTION NO. 09-18904 ON A CITY COUNCIL E-MAIL ACCESS POLICY BY AUTHORIZING THE CITY STAFF TO EDIT AND REDACT POSTED E-MAILS TO ELIMINATE CONTENT INAPPROPRIATE FOR THE CITY WEBSITE.

WHEREAS, on Dec. 14, 2009, the Billings City Council adopted Resolution No. 09-18904, setting up the first known municipal policy in Montana to require posting on the City website of all e-mails to and from the Mayor and City Council unless they contain content that is pertinent to the right of privacy, that is excluded by law or attorney-client privilege from being made public, or that contains private health care or medical information; and

WHEREAS, within the first quarter of use of the policy, the potential has been identified for abuse of the City web site by e-mails being sent to the Mayor and Council that contain commercial or political solicitation, language inappropriate for posting on the City website, or material that is abusive or defamatory; and

WHEREAS, all e-mails sent to the Mayor and City Council as a group will continue to be delivered to them; and

WHEREAS, the City staff has investigated the policies of the media and others who incorporate public comment on their web sites and found that they moderate submittals.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA AS FOLLOWS:

That the City of Billings hereby adopts an amendment to the *City Council E-mail Access Policy* as provided in Attachment "A".

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:

BY: \_\_\_\_\_  
Cari Martin, CITY CLERK

**ATTACHMENT "A"**

**CITY OF BILLINGS**

**CITY COUNCIL EMAIL ACCESS POLICY**

**May 10, 2010**

**Policy Summary**

The City of Billings City Council E-mail Access Policy is intended to allow public access to e-mails sent to or from the Mayor and all City Council members collectively as a group. With few exceptions, the public cannot expect confidentiality when communicating via email with the Mayor and City Council members individually or collectively on matters of City business. Similarly, the Mayor and City Council cannot expect confidentiality when communicating via email with the public or each other on matters of city business. The Mayor and City Council acknowledge and expect certain categories of emails to be excluded from public access ~~such as but not limited to attorney-client communications between the Mayor and City Council or emails containing right of privacy information such as but not limited to personal health or medical information or other personal information.~~ , such as, but not limited to, attorney-client communications; e-mails that violate individual privacy rights, including personal health or medical information; or e-mails that include advertisement, language that is inappropriate for use on the City website, or potentially defamatory or abusive comments.

**Policy**

**CITY COUNCIL E-MAIL ACCESS POLICY**

1. All emails sent to and from the Mayor and all City Council members collectively as a group shall be made available to the public through access via the official City of Billings website unless that e-mail contains content pertaining to the right of privacy, is excluded by law or attorney-client relationship from being made public or contains private health care or medical information. The City reserves the right to edit and redact posted e-mails to eliminate commercial and political solicitation, name-calling, crude language, personal abuse, and unfounded allegations. Emails sent to the Mayor and all City Council members will be reviewed once each business day by City staff to determine if they contain any content protected from disclosure by law. If no protected content is found, the emails will be posted to the designated City website location.
2. The Mayor and all members of the City Council are strongly encouraged to obtain an email address and account from the City of Billings and use the account for City business conducted via email. If the Mayor or a City Council member chooses to

use a personal email account they should be aware that it is possible that the account or portions of it may be subject disclosure in accordance with Montana law.

3. The Mayor and City Council members are encouraged to conduct personal business on their personal email account(s). However, it is permissible for the Mayor and City council members to forward or briefly reply to personal emails that are sent to a City email account unprompted
4. Emails to or from the Mayor or any City Council member concerning a land use or other quasi-judicial issue shall be made available to the public through access via the official City of Billings website. Land use or quasi-judicial issues include but are not limited to: preliminary or final subdivision plat approval, zone changes, special reviews, variance requests, annexations/de-annexations and street or right of way vacations.
5. The City Administrator shall implement and supervise this policy utilizing appropriate rules such as but not limited to Administrative Orders and other procedures to ensure the most efficient and expeditious posting of Mayor and City Council emails.
6. The City Administrator is also authorized to provide input and suggested amendments as necessary to this Policy.
7. Nothing within this Policy is intended to restrict the public's right to obtain documents pursuant to Montana Code Annotated sections 2-6-101, et seq.
8. This Policy shall be reviewed by the City Council on or before three years from the date of approval.

**Regular City Council Meeting**

**Consent : 1.J.1.**

**Date: 04/26/2010**

**TITLE: Payment of Claims March 26, 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 \$870,150.42 have been audited and are presented for approval for payment. A complete listing of the claims dated March 26, 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	
03/26/2010	730673	ACE ELECTRIC INC	40			3,118.71	
502-7400-603.23-60	03/24/2010	MISC SERVICES	23226	273489	09/2010	3,118.71	
03/26/2010	730686	AMERICAN WELDING & GAS INC	21024			4,362.08	
561-7113-711.36-50	03/22/2010	INVOICE #242965	242965/304066	F10703	09/2010	4,150.00	
561-7113-711.24-10	03/22/2010	INVOICE #304066	242965/304066	F10703	09/2010	39.00	
601-1553-481.26-50	03/24/2010	MP	741216	273506	09/2010	27.25	
601-1553-481.26-50	03/24/2010	MP	745544	273506	09/2010	27.25	
601-1553-481.26-50	03/24/2010	MP	748222	273506	09/2010	118.58	
03/26/2010	730690	ARCHIE COCHRANE	800			5,741.68	
630-1753-485.73-10	03/19/2010	MISC SERVICES	804031/1	273397	09/2010	1,386.36	
150-2112-421.23-20	03/22/2010	MP	5018795	273417	09/2010	136.91	
150-2112-421.23-20	03/22/2010	MP	5018796	273417	09/2010	43.00	
150-2112-421.23-20	03/22/2010	MP	5019076	273417	09/2010	214.98	
209-4452-428.23-20	03/22/2010	MP	5020379	273417	09/2010	49.85	
630-1753-485.73-10	03/23/2010	MISC SERVICES	803994	273484	09/2010	3,910.58	
03/26/2010	730703	BILLINGS DEPOT INC	11948			37,250.01	
660-3110-431.53-11	03/23/2010	APRIL MAY JUNE RENT TX WA	2ND QU RENT	273446	09/2010	16,762.50	
670-3141-489.53-11	03/23/2010	APRIL MAY JUNE RENT TX WA	2ND QU RENT	273446	09/2010	20,487.51	
03/26/2010	730707	BISON MOTOR COMPANY	12046			239,846.70	
640-2165-421.94-40	03/16/2010	MISC SERVICES	031520102	271400	09/2010	239,846.70	
03/26/2010	730713	BROWN AND CALDWELL	18626			5,819.80	
503-7591-609.93-40	03/24/2010	WO0825 ZONE 3 RESERVOIR	11	264675	09/2010	5,819.80	
03/26/2010	730718	CATEY CONTROLS	707			2,831.06	
601-0000-141.00-00	03/21/2010	MP	85032		09/2010	6.36	
211-3134-433.23-20	03/21/2010	MP	85028	273405	09/2010	1,207.43	
502-7500-609.23-20	03/21/2010	MP	85029	273405	09/2010	14.75	
211-3134-433.23-20	03/21/2010	MP	85030	273405	09/2010	136.61	
211-3134-433.23-20	03/21/2010	MP	85031	273405	09/2010	1,365.50	
211-3134-433.23-20	03/21/2010	MP	85031	273405	09/2010	43.43	
601-1553-481.26-50	03/21/2010	MP	85033	273405	09/2010	21.73	
541-3122-435.23-20	03/21/2010	MP	85034	273405	09/2010	35.25	
03/26/2010	730722	CIVICPLUS	19594			3,000.00	
620-1911-482.35-52	03/19/2010	MISC SERVICES	79086	273396	09/2010	3,000.00	
03/26/2010	730733	CURE BOX SPECIALISTS	5716			2,742.30	
503-7591-609.93-40	03/23/2010	WATER SERVICE SETUP	2682	270942	09/2010	2,742.30	
03/26/2010	730769	FIRST INTERSTATE BANK	1303			7,224.49	
723-6595-465.62-00	03/23/2010	MISC SERVICES	1100216095	273462	09/2010	7,224.49	
03/26/2010	730788	HDR INC	1544			7,605.66	
840-3184-431.93-10	03/24/2010	WO0709 BLGS STRMWTR MSTR	29/INV 184510-H	251610	09/2010	420.38	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
513-8491-623.93-90	03/24/2010	WO0908 WWTP WTR LINE REPL	9	266958	09/2010	7,185.28	
03/26/2010 730794	IAFF	20196				4,189.05	
900-0000-209.99-20	03/26/2010	PAYROLL SUMMARY	20100326		09/2010	4,189.05	
03/26/2010 730800	INTEGRATED SOLUTIONS ENGINEERI	13814				15,000.00	
512-8400-623.23-60	03/16/2010	CENTRIFUGE CNTRL IMPRVMT	629	271081	09/2010	15,000.00	
03/26/2010 730802	INTERSTATE POWERSYSTEMS	17926				2,527.52	
571-7144-713.23-20	03/21/2010	MP	13185.01	273407	09/2010	1,276.85	
10-5112-452.23-20	03/24/2010	MP	10016.01	273499	09/2010	1,250.67	
03/26/2010 730804	JIMS ELECTRIC SERVICE	1906				2,727.00	
512-8500-625.23-60	03/23/2010	MISC SERVICES	24501	271876	09/2010	2,727.00	
03/26/2010 730822	M-B CO INC OF WISCONSIN	2235				11,352.00	
561-7113-711.23-20	03/24/2010	MISC SERVICES	143971	272522	09/2010	11,352.00	
03/26/2010 730823	MARVIN & ASSOCIATES	2310				3,234.00	
845-3186-431.93-10	03/24/2010	WO1007 24TH ST W/GRAND	1	273448	09/2010	3,234.00	
03/26/2010 730827	MEAD & HUNT INC	18304				2,840.00	
405-7125-711.96-89	03/24/2010	MISC SERVICES	216126	251053	09/2010	2,840.00	
03/26/2010 730831	MES-NW	19056				4,160.89	
150-2229-422.26-40	03/22/2010	STRUCTURE/BOOT/DIPASQUALE	00151138	DIPASQ	272723	09/2010	273.00
150-2229-422.26-40	03/22/2010	STRUCTURE/BOOT/DIPASQUALE	00151138	DIPASQ	272723	09/2010	4.39
150-2229-422.26-40	03/22/2010	STRUCTURE/BOOT/EVENSON M.	00151138	EVENSO	272723	09/2010	273.00
150-2229-422.26-40	03/22/2010	STRUCTURE/BOOT/EVENSON M.	00151138	EVENSO	272723	09/2010	4.39
150-2229-422.26-40	03/22/2010	STRUCTURE/BOOTS/HAILSTONE	00151138	HAILST	272723	09/2010	273.00
150-2229-422.26-40	03/22/2010	STRUCTURE/BOOTS/HAILSTONE	00151138	HAILST	272723	09/2010	4.39
150-2229-422.26-40	03/22/2010	STRUCTURE/BOOT/KUHR, KRIS	00151138	KUHR	272723	09/2010	273.00
150-2229-422.26-40	03/22/2010	STRUCTURE/BOOT/KUHR, KRIS	00151138	KUHR	272723	09/2010	4.39
150-2229-422.26-40	03/22/2010	STRUCTURE/BOOT/LOHOF ALAN	00151138	LOHOF	272723	09/2010	273.00
150-2229-422.26-40	03/22/2010	STRUCTURE/BOOT/LOHOF ALAN	00151138	LOHOF	272723	09/2010	4.39
150-2229-422.26-40	03/22/2010	STRUCTURE/BOOT/LYON, JASON	00151138	LYON	272723	09/2010	273.00
150-2229-422.26-40	03/22/2010	STRUCTURE/BOOT/LYON, JASON	00151138	LYON	272723	09/2010	4.39
150-2229-422.26-40	03/22/2010	STRUCTURE/BOOT/NAGEL, PAT	00151138	NAGEL	272723	09/2010	273.00
150-2229-422.26-40	03/22/2010	STRUCTURE/BOOT/NAGEL, PAT	00151138	NAGEL	272723	09/2010	4.39
150-2229-422.26-40	03/22/2010	STRUCTURE/BOOT/O'TOOLE T.	00151138	O'TOOL	272723	09/2010	273.00
150-2229-422.26-40	03/22/2010	STRUCTURE/BOOT/O'TOOLE T.	00151138	O'TOOL	272723	09/2010	4.39
150-2229-422.26-40	03/22/2010	STRUCTURE/BOOTS/ODERMANN	00151138	ODERMA	272723	09/2010	273.00
150-2229-422.26-40	03/22/2010	STRUCTURE/BOOTS/ODERMANN	00151138	ODERMA	272723	09/2010	4.39
150-2229-422.26-40	03/22/2010	STRUCTURE/BOOT/MARTIN, RON	00151138	R.MART	272723	09/2010	273.00
150-2229-422.26-40	03/22/2010	STRUCTURE/BOOT/MARTIN, RON	00151138	R.MART	272723	09/2010	4.39
150-2224-422.22-60	03/22/2010	STRUCTURE/BOOT/SCHIENO	00151138	SCHIEN	272723	09/2010	273.03
150-2229-422.26-40	03/22/2010	STRUCTURE/BOOT/SCHIENO	00151138	SCHIEN	272723	09/2010	4.39
150-2224-422.22-60	03/22/2010	STRUCTURE/BOOT/T.ODONNELL	00151138	T.ODON	272723	09/2010	273.00
150-2229-422.26-40	03/22/2010	STRUCTURE/BOOT/T.ODONNELL	00151138	T.ODON	272723	09/2010	4.39
150-2229-422.26-40	03/22/2010	STRUCTURE/BOOT/THORMAHLEN	00151138	THORMA	272723	09/2010	273.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
150-2229-422.26-40	03/22/2010	STRUCTURE/BOOT/THORMAHLEN	00151138 THORMA	272723	09/2010	4.39	
150-2229-422.26-40	03/22/2010	STRUCTURE/BOOT/VALDEZ	00151138 VALDEZ	272723	09/2010	273.00	
150-2229-422.26-40	03/22/2010	STRUCTURE/BOOT/VALDEZ	00151138 VALDEZ	272723	09/2010	4.39	
150-2224-422.22-60	03/22/2010	STRUCTURE/BOOT/WEIS LEE	00151138 WEIS	272723	09/2010	273.01	
150-2229-422.26-40	03/22/2010	STRUCTURE/BOOT/WEIS LEE	00151138 WEIS	272723	09/2010	4.39	
03/26/2010	730839	MONTANA DAKOTA UTILITIES CO	2492			7,152.56	
10-5126-451.34-40	03/25/2010	REC	05839223		09/2010	22.05	
150-2221-422.34-40	03/25/2010	FIRE	06637925		09/2010	549.71	
502-7400-603.34-40	03/25/2010	PUD	07162021		09/2010	61.14	
502-7400-603.34-40	03/25/2010	PUD	07342023		09/2010	22.05	
561-7113-711.34-40	03/25/2010	AIRPORT	07385922		09/2010	2,373.85	
561-7117-711.34-40	03/25/2010	AIRPORT	07388722		09/2010	1,383.32	
561-7117-711.34-40	03/25/2010	AIRPORT	07388824		09/2010	147.78	
512-8500-625.34-40	03/25/2010	PUD	32739201		09/2010	23.61	
512-8500-625.34-40	03/25/2010	PUD LIFT STATION	33154101		09/2010	24.39	
561-7113-711.34-40	03/25/2010		31454301		09/2010	689.48	
561-7113-711.34-40	03/25/2010		31454601		09/2010	637.91	
561-7113-711.34-40	03/25/2010		31454701		09/2010	854.12	
561-7113-711.34-40	03/25/2010		31454902		09/2010	363.15	
03/26/2010	730841	MONTANA STATE FIREMAN'S ASSOC	20195			2,608.73	
900-0000-209.99-24	03/26/2010	PAYROLL SUMMARY	20100326		09/2010	2,608.73	
03/26/2010	730844	MORRISON MAIERLE INC	2572			123,341.57	
421-0000-201.10-00	03/24/2010	WO0436 BRIARWOOD SEWER	RET RELEASE	228134	09/2010	20,685.48	
513-8591-625.93-40	03/24/2010	WO0801 2008 WTR/SWR REHAB	28	252779	09/2010	11,109.77	
503-7591-609.93-40	03/24/2010	WO1001 2010 WTR/SWR REPLC	6	268044	09/2010	35,909.16	
513-8591-625.93-40	03/24/2010	WO1001 2010 WTR/SWR REPLC	6	268044	09/2010	35,909.16	
421-8493-623.93-40	03/24/2010	WO0436 BRIARWOOD SWR MAIN	1	271960	09/2010	19,728.00	
03/26/2010	730858	NORTHWESTERN ENERGY	15771			26,020.01	
502-7400-603.34-10	03/23/2010	MISC SERVICES	01005404 MAR10	271347	09/2010	1,930.08	
502-7400-603.34-10	03/23/2010	MISC SERVICES	01005404 MAR10	271347	09/2010	1,930.08	
150-2221-422.34-10	03/24/2010	FIRE1/ELEC/24,600 KWH	0100476-1 10MAR	267531	09/2010	1,932.96	
660-3110-431.34-10	03/24/2010	2224 MONTANA AVE	ACCT# 1741314-7	273476	09/2010	285.65	
670-3141-489.34-10	03/24/2010	2224 MONTANA AVE	ACCT# 1741314-7	273476	09/2010	349.12	
650-1567-487.34-10	03/25/2010	FACILITIES MANAGEMENT	01005073		09/2010	5,890.37	
150-2221-422.34-10	03/25/2010	NW FIRE	07125370		09/2010	573.12	
10-5122-451.34-10	03/25/2010	NW PARK/REC/PL	07126832		09/2010	84.93	
571-7148-713.34-10	03/25/2010	NW AVIATION/TRAN	07127640		09/2010	21.59	
561-7117-711.34-10	03/25/2010	NW AVIATION/TRAN	07127921		09/2010	348.43	
561-7117-711.34-10	03/25/2010	NW AVIATION/TRAN	07127996		09/2010	29.95	
561-7117-711.34-10	03/25/2010	NW AVIATION/TRAN	07128002		09/2010	1,036.07	
561-7113-711.34-10	03/25/2010	NW AVIATION/TRAN	07128093		09/2010	7.25	
561-7117-711.34-10	03/25/2010	NW AVIATION/TRAN	07128176		09/2010	199.63	
561-7113-711.34-10	03/25/2010	NW AVIATION/TRAN	07196165		09/2010	51.90	
521-1595-493.34-10	03/25/2010	NW FINANCE	07208291		09/2010	468.06	
521-1592-493.34-10	03/25/2010	NW FINANCE	07208341		09/2010	4,164.41	
150-2221-422.34-10	03/25/2010	NW FIRE	07208408		09/2010	252.70	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #			CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
607-2235-486.34-10	03/25/2010	NW FIRE	07215809		09/2010	179.37
10-5112-452.34-10	03/25/2010	NW PARK/REC/PL	07222375		09/2010	18.41
10-5112-452.34-10	03/25/2010	NW PARK/REC/PL	07222474		09/2010	7.25
502-7400-603.34-10	03/25/2010	NW PUD-WATER TREAT	07222524		09/2010	252.70
10-5112-452.34-10	03/25/2010	NW PARK/REC/PL	07222557		09/2010	82.54
10-5112-452.34-10	03/25/2010	NW PARK/REC/PL	07222573		09/2010	45.48
10-5112-452.34-10	03/25/2010	NW PARK/REC/PL	07222607		09/2010	66.77
10-5112-452.34-10	03/25/2010	NW PARK/REC/PL	07222664		09/2010	7.25
10-5112-452.34-10	03/25/2010	NW PARK/REC/PL	07222698		09/2010	7.25
10-5112-452.34-10	03/25/2010	NW PARK/REC/PL	07222920		09/2010	10.52
10-5112-452.34-10	03/25/2010	NW PARK/REC/PL	07222938		09/2010	17.77
10-5112-452.34-10	03/25/2010	NW PARK/REC/PL	07229057		09/2010	7.25
10-5112-452.34-10	03/25/2010	NW PARK/REC/PL	07229339		09/2010	79.98
10-5112-452.34-10	03/25/2010	NW PARK/REC/PL	07230352		09/2010	90.15
10-5112-452.34-10	03/25/2010	NW PARK/REC/PL	07230360		09/2010	8.98
10-5112-452.34-10	03/25/2010	NW PARK/REC/PL	07230378		09/2010	158.82
10-5112-452.34-10	03/25/2010	NW PARK/REC/PL	07230428		09/2010	25.05
502-7400-603.34-10	03/25/2010	NW PUD-WATER TREAT	07230436		09/2010	2,953.33
10-5112-452.34-10	03/25/2010	NW PARK/REC/PL	07230444		09/2010	16.60
10-5112-452.34-10	03/25/2010	NW PARK/REC/PL	07230550		09/2010	7.25
10-5112-452.34-10	03/25/2010	NW PARK/REC/PL	07230568		09/2010	7.25
10-5112-452.34-10	03/25/2010	NW PARK/REC/PL	07230576		09/2010	7.25
10-5112-452.34-10	03/25/2010	NW PARK/REC/PL	07230584		09/2010	7.44
10-5112-452.34-10	03/25/2010	NW PARK/REC/PL	07230907		09/2010	8.45
10-5112-452.34-10	03/25/2010	NW PARK/REC/PL	07231624		09/2010	7.25
10-5112-452.34-10	03/25/2010	NW PARK/REC/PL	07231707		09/2010	8.45
10-5112-452.34-10	03/25/2010	NW PARK/REC/PL	07236441		09/2010	7.25
10-5112-452.34-10	03/25/2010	NW PARK/REC/PL	07236458		09/2010	7.25
211-3137-433.34-10	03/25/2010	NW PUBLIC WORKS	07240575		09/2010	134.47
260-5512-455.34-10	03/25/2010	NW LIBRARY	07244643		09/2010	80.52
10-5112-452.34-10	03/25/2010	NW PARK/REC/PL	07894371		09/2010	17.93
10-5112-452.34-10	03/25/2010	NW PARK/REC/PL	08317026		09/2010	7.25
872-5198-452.34-10	03/25/2010	NW PARK/REC/PL	10590933		09/2010	103.20
521-1595-493.34-10	03/25/2010	NW	13815279		09/2010	115.81
10-5112-452.34-10	03/25/2010	NW	15220957		09/2010	244.20
521-1592-493.34-10	03/25/2010	PARK 2 GARAGE	15942824		09/2010	1,657.02
03/26/2010	730877	PUBLIC UTILITIES	5022			124,910.27
805-1570-425.53-50	03/25/2010	4430 HI-LINE DR	6712510003200		09/2010	123,950.40
512-8500-625.34-20	03/25/2010	4430 HI-LINE DR	671274846		09/2010	112.69
211-3134-433.34-20	03/25/2010	4430 HI-LINE DR	671294847		09/2010	61.30
512-8400-623.34-20	03/25/2010	PUD - WATER BILLS	187212152		09/2010	785.88
03/26/2010	730879	QWEST COMMUNICATIONS	6319			12,844.53
225-2232-422.34-50	03/17/2010	QWEST 3RD PAY	252-1190		09/2010	8,976.72
521-1592-493.34-50	03/17/2010	QWEST 3RD PAY	252-2041		09/2010	43.09
561-7110-711.34-50	03/17/2010	QWEST 3RD PAY	252-9412		09/2010	86.18
10-5140-436.34-50	03/17/2010	QWEST 3RD PAY	652-0269		09/2010	43.09
10-5112-452.34-50	03/17/2010	QWEST 3RD PAY	652-5507		09/2010	44.11
10-5121-451.34-50	03/17/2010	QWEST 3RD PAY	652-8403		09/2010	32.98

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
10-5112-452.34-50	03/17/2010	QWEST 3RD PAY	657-3014		09/2010	28.47	
606-1931-484.34-50	03/17/2010	QWEST 3RD PAY	657-8377		09/2010	3,589.89	
03/26/2010	730885	REPORTER BIG SKY OFFICE INC	3175			6,570.34	
279-6661-464.59-30	03/22/2010	MISC SERVICES	327377 & 327376	273381	09/2010	5,704.55	
150-2223-422.22-90	03/24/2010	X-STAMPER/FIRE/BUREAU N26	331328-0 BUREAU	273432	09/2010	74.00	
150-2221-422.21-90	03/24/2010	FIRE1/TONER/PAPER/STAPLES	334774-0 FIRE	273432	09/2010	24.70	
150-2221-422.21-90	03/24/2010	FIRE1/TONER/PAPER/STAPLES	334774-0 FIRE	273432	09/2010	4.62	
150-2221-422.32-40	03/24/2010	FIRE1/TONER/PAPER/STAPLES	334774-0 FIRE	273432	09/2010	367.67	
150-2221-422.32-40	03/24/2010	FIRE1/TONER/PAPER/STAPLES	334774-0 FIRE	273432	09/2010	394.80	
03/26/2010	730888	RIMROCK FOUNDATION	3210			3,498.37	
246-1253-412.35-90	03/19/2010	COUNSELOR	2010-8	273371	09/2010	3,498.37	
03/26/2010	730893	S.D. MYERS INC	20518			5,893.00	
512-8400-623.24-50	03/16/2010	MISC SERVICES	670314	273311	09/2010	3,639.00	
502-7400-603.23-60	03/16/2010	MISC SERVICES	670341	273311	09/2010	2,254.00	
03/26/2010	730895	SARTORIUS MECHATRONICS CORPORA	20991			9,094.63	
513-8491-623.94-80	03/16/2010	TP0048 MICROWAVE ANALYZER	3110053376	271984	09/2010	9,094.63	
03/26/2010	730912	STOPTECH LTD	21062			4,841.90	
710-2133-421.21-20	03/16/2010	MISC SERVICES	35574	273031	09/2010	4,841.90	
03/26/2010	730914	SUNSET EXCAVATION	11477			3,625.00	
505-7515-609.36-71	03/23/2010	MISC SERVICES	930274	273435	09/2010	3,150.00	
505-7515-609.36-71	03/23/2010	MISC SERVICES	930275	273435	09/2010	475.00	
03/26/2010	730926	TOWN & COUNTRY SUPPLY ASSOCIAT	18295			43,246.24	
601-0000-141.00-00	03/18/2010	MP	84467		09/2010	10,420.80	
601-0000-141.00-00	03/18/2010	MP	83843		09/2010	5,807.18	
601-0000-141.00-00	03/22/2010	MP	83857		09/2010	7,011.00	
601-0000-141.00-00	03/22/2010	MP	83983		09/2010	7,034.70	
561-7118-711.23-13	03/23/2010	INVOICE #73014	73014	F10712	09/2010	7,162.56	
601-0000-141.00-00	03/25/2010	MP	84581		09/2010	5,810.00	
03/26/2010	730927	TRACTOR & EQUIPMENT	3775			5,870.62	
541-3123-435.23-20	03/21/2010	MP	BLW00115115	273406	09/2010	875.14	
541-3123-435.23-20	03/22/2010	MP	BLW00115124	273409	09/2010	1,128.13	
541-3123-435.23-20	03/23/2010	MP	BLW00115146	273452	09/2010	3,867.35	
03/26/2010	730932	US BANK-REVOLVING LOAN FUND	16715			7,224.49	
723-6595-465.62-00	03/23/2010	MISC SERVICES	537240483306	273466	09/2010	7,224.49	
03/26/2010	730933	V.W.C, INC.	19226			4,199.00	
294-6554-463.72-75	03/25/2010	MISC SERVICES	LAMERE, CHARLOTT		09/2010	4,199.00	
03/26/2010	730939	VERIZON WIRELESS	14490			19,442.63	
150-2170-441.34-50	03/22/2010	VERIZON WSCA MARCH 2010	AN SHELTER MDT		09/2010	225.05	
717-2166-421.34-50	03/22/2010	VERIZON WSCA MARCH 2010	CCSIU AIR CARD		09/2010	688.07	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
150-2221-422.34-50	03/22/2010	VERIZON WSCA MARCH 2010	FIRE DEPT AIR C		09/2010	45.01
150-2221-422.34-50	03/22/2010	VERIZON WSCA MARCH 2010	FIRE MDT		09/2010	585.15
620-1911-482.34-50	03/22/2010	VERIZON WSCA MARCH 2010	ITD AIR CARD		09/2010	90.72
260-5517-455.34-50	03/22/2010	VERIZON WSCA MARCH 2010	LIBRARYOUTREACH		09/2010	135.03
150-2111-421.34-50	03/22/2010	VERIZON WSCA MARCH 2010	POLICE MDT		09/2010	3,658.30
150-2111-421.34-50	03/22/2010	VERIZON WSCA MARCH 2010	POLICE AIR CARD		09/2010	45.01
150-2111-421.34-50	03/22/2010	VERIZON WSCA MARCH 2010	POLICE USM MDT		09/2010	171.94
10-5112-452.34-50	03/22/2010	VERIZON WSCA MARCH 2010	PARKS PMD AIR		09/2010	45.01
209-4451-428.34-50	03/22/2010	VERIZON WSCA MARCH 2010	BUILDING AIR		09/2010	45.01
502-7500-609.34-50	03/22/2010	VERIZON WSCA MARCH 2010	PUD AIR CARD		09/2010	45.01
561-7110-711.34-50	03/23/2010	VERIZON MARCH 2010	AIRPORT		09/2010	474.66
150-2170-441.34-50	03/23/2010	VERIZON MARCH 2010	ANIMAL SHELTER		09/2010	142.80
717-2166-421.34-50	03/23/2010	VERIZON MARCH 2010	CCSIU		09/2010	85.08
10-1313-413.34-50	03/23/2010	VERIZON MARCH 2010	CITY ADMIN		09/2010	57.36
10-1611-416.34-50	03/23/2010	VERIZON MARCH 2010	LEGAL		09/2010	32.86
150-2225-422.34-50	03/23/2010	VERIZON MARCH 2010	COMM CENTER 911		09/2010	51.48
650-1565-487.34-50	03/23/2010	VERIZON MARCH 2010	FACILITIES BOC		09/2010	55.01
650-1567-487.34-50	03/23/2010	VERIZON MARCH 2010	FACILITIES CH		09/2010	92.06
10-1512-415.34-50	03/23/2010	VERIZON MARCH 2010	FINANCE PAT		09/2010	72.94
150-2221-422.34-50	03/23/2010	VERIZON MARCH 2010	FIRE DEPT		09/2010	572.39
10-1750-417.34-50	03/23/2010	VERIZON MARCH 2010	HUMAN RESOURCES		09/2010	42.46
620-1913-482.34-50	03/23/2010	VERIZON MARCH 2010	ITD GIS		09/2010	12.87
620-1911-482.34-50	03/23/2010	VERIZON MARCH 2010	ITD		09/2010	153.64
260-5517-455.34-50	03/23/2010	VERIZON MARCH 2010	LIBRARYOUTREACH		09/2010	25.74
260-5512-455.34-50	03/23/2010	VERIZON MARCH 2010	LIBRARY		09/2010	136.83
10-1100-411.34-50	03/23/2010	VERIZON MARCH 2010	MAYOR		09/2010	47.50
601-1550-481.34-50	03/23/2010	VERIZON MARCH 2010	MOTOR POOL		09/2010	72.67
10-1220-412.34-50	03/23/2010	VERIZON MARCH 2010	DRUG COURT		09/2010	210.67
10-1212-412.34-50	03/23/2010	VERIZON MARCH 2010	MUNI JUDGE		09/2010	151.12
240-4301-419.34-50	03/23/2010	VERIZON MARCH 2010	PLANNING		09/2010	12.87
150-2111-421.34-50	03/23/2010	VERIZON MARCH 2010	POLICE		09/2010	2,837.32
251-2186-421.34-50	03/23/2010	VERIZON MARCH 2010	POLICE FORENSIC		09/2010	282.76
249-2196-421.34-50	03/23/2010	VERIZON MARCH 2010	698 1391 DV		09/2010	22.59
521-1521-493.34-50	03/23/2010	VERIZON MARCH 2010	PARKING		09/2010	353.18
10-5110-453.34-50	03/23/2010	VERIZON MARCH 2010	PRPL ADM		09/2010	62.43
10-5121-451.34-50	03/23/2010	VERIZON MARCH 2010	PRPL-RECREATION		09/2010	87.67
10-5140-436.34-50	03/23/2010	VERIZON MARCH 2010	CEMETERY		09/2010	55.05
10-5112-452.34-50	03/23/2010	VERIZON MARCH 2010	PARKS PMD		09/2010	43.36
10-5112-452.34-50	03/23/2010	VERIZON MARCH 2010	PARKS		09/2010	1,621.45
10-5112-452.34-50	03/23/2010	VERIZON MARCH 2010	PARKS IRRIGATION		09/2010	215.41
10-1543-415.34-50	03/23/2010	VERIZON MARCH 2010	PURCHASING		09/2010	57.02
660-3110-431.34-50	03/23/2010	VERIZON MARCH 2010	PW ADM		09/2010	156.81
209-4451-428.34-50	03/23/2010	VERIZON MARCH 2010	BUILDING		09/2010	182.15
670-3141-489.34-50	03/23/2010	VERIZON MARCH 2010	ENGINEERING		09/2010	476.34
541-3121-435.34-50	03/23/2010	VERIZON MARCH 2010	SOLID WASTE		09/2010	49.28
211-3131-433.34-50	03/23/2010	VERIZON MARCH 2010	STREET/TRAFFIC		09/2010	408.64
541-3123-435.34-50	03/23/2010	VERIZON MARCH 2010	SW ON CALL		09/2010	106.07
502-7700-611.34-50	03/23/2010	VERIZON MARCH 2010	PUD ENVIRN 1/2		09/2010	19.08
512-8700-628.34-50	03/23/2010	VERIZON MARCH 2010	PUD ENVIRN 1/2		09/2010	19.09
502-7400-603.34-50	03/23/2010	VERIZON MARCH 2010	WATER TREATMENT		09/2010	819.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
502-7500-609.34-50	03/23/2010	VERIZON MARCH 2010	WATER SYSTEMS		09/2010	381.70	
512-8500-625.34-50	03/23/2010	VERIZON MARCH 2010	WASTEWATER SYS		09/2010	778.54	
502-7312-602.34-50	03/23/2010	VERIZON MARCH 2010	PWBLKNP MTRSHOP		09/2010	460.03	
502-7314-602.34-50	03/23/2010	VERIZON MARCH 2010	PWBLKNP STORES		09/2010	114.51	
502-7311-602.34-50	03/23/2010	VERIZON MARCH 2010	PWBLKNP OFFICE		09/2010	114.51	
512-8400-623.34-50	03/23/2010	VERIZON MARCH 2010	WASTEWATER TREA		09/2010	1,082.42	
606-1931-484.34-50	03/23/2010	VERIZON MARCH 2010	TELECOMM SYS		09/2010	22.45	
571-7142-713.31-60	03/23/2010	VERIZON MARCH 2010	ON-CALL MET		09/2010	106.60	
571-7141-713.34-50	03/23/2010	VERIZON MARCH 2010	MET TRANSIT		09/2010	58.23	
10-4321-419.34-50	03/23/2010	VERIZON MARCH 2010	CODE ENFORCEMT		09/2010	166.62	
03/26/2010	730943	WELLS FARGO BANK-LOAN PAYMENT	16716			7,224.49	
723-6595-465.62-00	03/23/2010	MISC SERVICES	1609108243	273464	09/2010	7,224.49	
03/26/2010	730946	WESTERN SECURITY BANK	16462			7,311.84	
723-6595-465.62-00	03/23/2010	MISC SERVICES	100022110	273459	09/2010	3,655.92	
723-6595-465.62-00	03/23/2010	MISC SERVICES	157011874	273459	09/2010	3,655.92	
03/26/2010	730955	YELLOWSTONE VALLEY ELEC	4174			4,269.95	
541-3123-435.34-10	03/22/2010	ELEC LF	4179000	273071	09/2010	999.21	
512-8400-623.34-10	03/23/2010	MISC SERVICES	4179006 MAR10	271346	09/2010	1,563.29	
512-8500-625.34-10	03/23/2010	MISC SERVICES	4179010 MAR10	271346	09/2010	159.13	
512-8500-625.34-10	03/23/2010	MISC SERVICES	4179011 MAR10	271346	09/2010	19.00	
512-8500-625.34-10	03/23/2010	MISC SERVICES	4179015 MAR10	271346	09/2010	256.77	
150-2221-422.34-10	03/24/2010	FIRE7/ELEC/7332 KWH	4179013 FIRE7	267472	09/2010	751.89	
607-2235-486.34-10	03/24/2010	LANDFILL TWR/ELEC/1670KWH	4179002 10FEB	267490	09/2010	181.76	
810-3183-431.34-10	03/24/2010	SILMD 299 VINTAGE ESTATES	ACCT# 4179014	273451	09/2010	338.90	
DATE RANGE TOTAL *						794,763.12 *	

**Regular City Council Meeting**

**Consent : 1.J.2.**

**Date: 04/26/2010**

**TITLE: Payment of Claims April 2, 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 \$734,082.13 have been audited and are presented for your approval for payment. A complete listing of the claims dated April 2, 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	
04/02/2010	730975	AUTO TRIM DESIGN	6989				2,658.00
150-2111-421.35-90	03/16/2010	MISC SERVICES	803529	266688	09/2010	960.00	
150-2111-421.35-90	03/17/2010	MISC SERVICES	803551	266688	09/2010	320.00	
150-2111-421.35-90	03/19/2010	MISC SERVICES	803661	266688	09/2010	320.00	
150-2111-421.35-90	03/19/2010	MISC SERVICES	803666	266688	09/2010	320.00	
150-2111-421.35-90	03/23/2010	MISC SERVICES	803725	266688	09/2010	320.00	
150-2111-421.35-90	03/23/2010	MISC SERVICES	803756	266688	09/2010	320.00	
150-2111-421.35-90	03/25/2010	MISC SERVICES	803799	266688	09/2010	98.00	
04/02/2010	730981	BISON MOTOR COMPANY	12046				95,938.68
150-2112-421.94-40	03/31/2010	MISC SERVICES	032620101	271400	09/2010	23,984.67	
640-2165-421.94-40	03/31/2010	MISC SERVICES	032620101	271400	09/2010	71,954.01	
04/02/2010	731010	DOWNTOWN BILLINGS BID, INC.	19065				6,625.02
872-5198-452.36-50	04/01/2010	BID CONTRACT JAN-MAR	126	273664	10/2010	3,500.01	
872-5198-452.36-50	04/01/2010	BID CONTRACT JAN-MAR	126	273664	10/2010	3,125.01	
04/02/2010	731013	EBMS	20398				61,987.46
627-1752-417.35-12	03/31/2010	ADMIN FEES			10/2010	16,661.50	
627-1752-417.35-15	03/31/2010	SPECIFIC PREM			10/2010	31,462.91	
627-1752-417.51-61	03/31/2010	CARE LINK FEE			10/2010	7,050.30	
627-1752-417.35-11	03/31/2010	FLEX ADMIN FEE			10/2010	2,095.00	
627-1752-417.35-15	03/31/2010	PRO FEE			10/2010	3,451.00	
627-1752-417.35-13	03/31/2010	SCRIPTS			10/2010	1,266.75	
04/02/2010	731033	HDR INC	1544				66,991.76
502-7400-603.24-50	03/23/2010	WO1006 STAPLES 6MG RES	184396-H	271831	09/2010	11,811.40	
416-7493-603.92-20	03/30/2010	WO0426 ZONE 4&5	184395-H/PYT 36	247294	09/2010	14,332.60	
502-7211-601.35-40	03/30/2010	INTEGRATED WATER PLAN	183578-H/PYMT 1	270373	09/2010	12,157.40	
512-8211-621.35-40	03/30/2010	INTEGRATED WATER PLAN	183578-H/PYMT 1	270373	09/2010	10,420.62	
840-3184-431.35-90	03/30/2010	INTEGRATED WATER PLAN	183578-H/PYMT 1	270373	09/2010	12,157.40	
845-3186-431.93-10	03/30/2010	WO0915 GRAND/ZIMMR/SHILOH	4	270652	09/2010	6,112.34	
04/02/2010	731047	L N CURTIS & SONS	12261				3,606.88
502-7314-602.24-50	03/25/2010	NONSTOCKING ITEMS-P.U.D.	68712/1	273529	09/2010	474.50	
512-8314-622.24-50	03/25/2010	NONSTOCKING ITEMS-P.U.D.	68712/1	273529	09/2010	474.50	
150-2226-422.23-20	03/26/2010	MP	3097430-00	273558	09/2010	1,713.88	
150-2229-422.26-40	03/30/2010	STRUCT. BOOTS/ALLARD	3098105 ALLARD	272883	09/2010	345.00	
502-7314-602.24-50	03/30/2010	NONSTOCKING ITEMS-P.U.D.	687121A	273535	09/2010	474.50	
512-8314-622.24-50	03/30/2010	NONSTOCKING ITEMS-P.U.D.	687121A	273535	09/2010	474.50	
150-2229-422.24-90	03/31/2010	HURST/MOCII CUTTER BLADES	3092695 MOCII	273663	09/2010	1,548.00	
04/02/2010	731048	LABOR READY INC	13199				4,692.00
541-3123-435.35-81	03/26/2010	LABOR AT LF	4964115	273081	09/2010	4,692.00	
04/02/2010	731049	LARAMIE INVESTMENT COMPANY INC	20531				3,464.00
10-1220-412.35-75	04/01/2010	SNOWY RANGE INS.	2010-9	273631	10/2010	3,464.00	
04/02/2010	731064	MIDWEST TAPE	13470				6,266.87
260-5519-455.32-25	04/01/2010	INV 2127856	MISC.	F10756	10/2010	179.92	

PROGRAM: GM350L  
CITY OF BILLINGS

MINIMUM AMOUNT: 2,500.00  
FROM 04/02/2010 TO 04/02/2010

BANK CODE 00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
260-5519-455.32-26	04/01/2010	INV 2127856	MISC.	F10756	10/2010	416.77	
260-5519-455.33-34	04/01/2010	INV 2127857	MISC.	F10756	10/2010	8.99	
260-5519-455.33-36	04/01/2010	INV 2127857	MISC.	F10756	10/2010	12.99	
260-5519-455.32-25	04/01/2010	INV 2134902	MISC.	F10756	10/2010	1,242.45	
260-5519-455.33-36	04/01/2010	INV 2134902	MISC.	F10756	10/2010	1,276.18	
260-5519-455.33-34	04/01/2010	INV 2134903	MISC.	F10756	10/2010	13.98	
260-5519-455.33-36	04/01/2010	INV 2141469	MISC.	F10756	10/2010	548.75	
260-5519-455.33-34	04/01/2010	INV 2141470	MISC.	F10756	10/2010	14.99	
260-5519-455.33-34	04/01/2010	INV 2141471	MISC.	F10756	10/2010	37.98	
260-5519-455.33-36	04/01/2010	INV 2141466	MISC.	F10756	10/2010	568.62	
260-5519-455.32-25	04/01/2010	INV 2141467	MISC.	F10756	10/2010	160.93	
260-5519-455.32-25	04/01/2010	INV 2141468	MISC.	F10756	10/2010	249.88	
260-5519-455.33-36	04/01/2010	INV 2147851	MISC.	F10756	10/2010	29.98	
260-5519-455.32-25	04/01/2010	INV 2147852	MISC.	F10756	10/2010	81.96	
260-5519-455.33-36	04/01/2010	INV 2147853	MISC.	F10756	10/2010	1,422.50	
04/02/2010	731069	MONTANA DAKOTA UTILITIES CO	2492			53,710.53	
502-7400-603.34-40	04/02/2010	PUD	07365822	50%	10/2010	75.06	
502-7400-603.34-40	04/02/2010	PUD	07365822	50%	10/2010	75.06	
561-7112-711.34-40	04/02/2010	AIRPORT	07387221		10/2010	10,184.03	
512-8400-623.34-40	04/02/2010	PUD	07555321	25%	10/2010	3,985.54	
512-8400-623.34-40	04/02/2010	PUD	07555321	50%	10/2010	7,971.07	
512-8400-623.34-40	04/02/2010	PUD	07555321	25%	10/2010	3,985.54	
660-3110-431.34-40	04/02/2010		07585726	45%	10/2010	110.02	
670-3141-489.34-40	04/02/2010		07585726	55%	10/2010	134.49	
10-5127-451.34-40	04/02/2010	REC	07586821		10/2010	414.73	
650-1567-487.34-40	04/02/2010	FACILITIES	07610421		10/2010	2,165.44	
260-5512-455.34-40	04/02/2010	LIBRARY	07617521		10/2010	1,957.81	
521-1595-493.34-40	04/02/2010	PARK 1 LEASE	07624725		10/2010	70.50	
521-1595-493.34-40	04/02/2010	PARK 1 LEASE	07624823		10/2010	49.44	
571-7143-713.34-40	04/02/2010	TRANSIT	07647023		10/2010	2,081.93	
150-2221-422.34-40	04/02/2010	FIRE	07676421		10/2010	1,150.72	
150-2221-422.34-40	04/02/2010	FIRE	07935121		10/2010	513.01	
541-3123-435.34-40	04/02/2010	SW	08073321		10/2010	998.58	
502-7400-603.34-40	04/02/2010	PUD	08156221		10/2010	3,174.70	
502-7400-603.34-40	04/02/2010	PUD	08156421		10/2010	245.35	
502-7400-603.34-40	04/02/2010	PUD	08156521		10/2010	370.96	
502-7400-603.34-40	04/02/2010	PUD	08156621		10/2010	897.04	
502-7400-603.34-40	04/02/2010	PUD	08156721		10/2010	267.19	
502-7400-603.34-40	04/02/2010	PUD	08156821		10/2010	29.91	
502-7400-603.34-40	04/02/2010	PUD	08156922		10/2010	356.18	
502-7314-602.34-40	04/02/2010	PUD	08157021	50%	10/2010	552.33	
512-8314-622.34-40	04/02/2010	PUD	08157021	50%	10/2010	552.34	
502-7314-602.34-40	04/02/2010	PUD	08157121	50%	10/2010	404.81	
512-8314-622.34-40	04/02/2010	PUD	08157121	50%	10/2010	404.82	
502-7400-603.34-40	04/02/2010	PUD	08157221		10/2010	56.45	
502-7400-603.34-40	04/02/2010	CSD	31563202		10/2010	112.65	
502-7400-603.34-40	04/02/2010	CSD	31563302		10/2010	205.55	
502-7400-603.34-40	04/02/2010	PUD	31753602		10/2010	80.65	
150-2171-441.34-40	04/02/2010	ANIMAL SHELTER	32062801		10/2010	855.68	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
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650-1566-487.34-40	04/02/2010	ADMIN BUILDING	32577402		10/2010	3,154.40
650-1566-487.34-40	04/02/2010	EVIDENCE BUILDING	32629302		10/2010	299.99
650-1566-487.34-40	04/02/2010	PD1	32708002		10/2010	702.68
650-1566-487.34-40	04/02/2010	GARAGE	32781001		10/2010	3,020.92
10-5126-451.34-40	04/02/2010	PARKS & REC	34329601		10/2010	22.05
521-1592-493.34-40	04/02/2010	PARK II	34941902		10/2010	11.19
512-8500-625.34-40	04/02/2010	PUD	35059801		10/2010	23.61
150-2221-422.34-40	04/02/2010	FIRE STATION #7	35322001		10/2010	516.13
512-8500-625.34-40	04/02/2010	PUD LIFT STATION	36738301		10/2010	23.61
561-7117-711.34-40	03/29/2010	073869 28	032910	F10729	09/2010	186.02
561-7117-711.34-40	03/29/2010	073858 25	032910	F10729	09/2010	316.38
10-5141-436.34-40	04/02/2010	CEMETERY	08543421		10/2010	111.08
10-5141-436.34-40	04/02/2010	CEMETERY	08543521		10/2010	304.67
561-7113-711.34-40	04/02/2010		31454401		10/2010	312.47
561-7113-711.34-40	04/02/2010		31454801		10/2010	161.04
521-1595-493.34-40	04/02/2010	PARKING 2906 N 3RD AVE	07624629		10/2010	54.71
04/02/2010	731075	MORNINGSIDE HOMEOWNERS ASSOCIA	21080			62,679.75
845-3186-431.93-10	04/01/2010	WO0412 ALKALI CREEK RD	DAMAGES	273690	10/2010	62,679.75
04/02/2010	731076	MORNINGSIDE HOMEOWNERS ASSOCIA	21080			64,800.75
845-3186-431.93-10	04/01/2010	WO0412 ALKALI CREEK RD	EASEMENT	273692	10/2010	64,800.75
04/02/2010	731077	MORRISON MAIERLE INC	2572			23,784.39
205-3131-433.93-10	03/30/2010	WO0210 BENCH CONNECTION	8	265562	09/2010	23,784.39
04/02/2010	731088	NORTHWESTERN ENERGY	15771			35,974.81
10-5127-451.34-10	03/29/2010	ELECTRIC CHARGES FOR BCC	0100506	273547	09/2010	1,161.86
150-2221-422.34-10	03/30/2010	FIRE6/ELEC/4260 KWH USED	0100477-9	10MAR 267864	09/2010	513.51
561-7112-711.34-10	03/29/2010	0100482-9	032910	F10730	09/2010	27,334.82
10-5141-436.34-10	04/02/2010	NW PARK/REC/PL	07125396		10/2010	48.22
10-5126-451.34-10	04/02/2010	NW PARK/REC/PL	07208416		10/2010	41.44
10-5112-452.34-10	04/02/2010	NW PARK/REC/PL	09208018		10/2010	7.25
872-5198-452.34-10	04/02/2010	NW PARK/REC/PL	09718248		10/2010	7.91
10-5129-451.34-10	04/02/2010	NW FIRE	09998071		10/2010	8.31
607-2235-486.34-10	04/02/2010	NW FIRE	10069151		10/2010	128.79
10-5112-452.34-10	04/02/2010	NW Parks	11565272		10/2010	7.25
10-5112-452.34-10	04/02/2010	NW	12300661		10/2010	13.00
872-5198-452.34-10	04/02/2010	NW	13127071		10/2010	7.72
10-5112-452.34-10	04/02/2010	NW	14093942		10/2010	8.31
872-5198-452.34-10	04/02/2010	NW	15138001		10/2010	25.94
872-5198-452.34-10	04/02/2010	NW	15138027		10/2010	33.30
872-5198-452.34-10	04/02/2010	NW	15138043		10/2010	14.62
872-5198-452.34-10	04/02/2010	PARKS	15642093		10/2010	7.84
10-5141-436.34-10	04/02/2010	CEMETERY	16352890		10/2010	17.89
10-5112-452.34-10	04/02/2010	PARKS 1	16926669		10/2010	7.82
512-8500-625.34-10	04/02/2010	SEWER LIFTSTATION C	17040254		10/2010	16.25
512-8500-625.34-10	04/02/2010	WWTP	17040304		10/2010	30.80
211-3136-433.34-10	04/02/2010	STREETS/TRAFFIC	17389891		10/2010	23.83
211-3133-433.34-10	04/02/2010	STREETS/TRAFFIC	17978289		10/2010	4.85

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
260-5512-455.34-10	04/01/2010	ELECTRIC CHARGE	0100467 3/2010	F10753	10/2010	6,503.28	
04/02/2010	731106	SANDERSON STEWART	20446			82,968.49	
416-7493-603.93-40	03/30/2010	WO0913 STAPLES REDUN WTR	8	267598	09/2010	37,894.50	
840-3184-431.93-10	03/30/2010	WO0912 INNER BELT LOOP	8	267730	09/2010	5,209.62	
845-3186-431.93-10	03/30/2010	WO0912 INNER BELT LOOP	8	267730	09/2010	34,864.37	
840-3184-431.93-10	03/30/2010	WO0709 STRMWTR MASTER PLN	30825	273595	09/2010	5,000.00	
04/02/2010	731112	STAR SERVICE INC	3553			16,646.85	
416-7493-603.92-20	03/30/2010	WO0426 ZONE 4 RESERVOIR	6	267993	09/2010	16,646.85	
04/02/2010	731119	THE LAND GROUP INC	20884			15,357.31	
10-5112-452.35-90	04/01/2010	PIONEER PARK MASTER PLAN	FEBRUARY	272714	10/2010	15,357.31	
04/02/2010	731122	TOTER INCORPORATED	15940			30,903.24	
541-3122-435.42-70	03/25/2010	95 GALLON BARRELS	260247	272631	09/2010	30,903.24	
04/02/2010	731123	TOWN & COUNTRY SUPPLY ASSOCIAT	18295			35,069.24	
601-0000-141.71-41	03/29/2010	MP	84480		09/2010	16,076.70	
601-0000-141.00-00	03/30/2010	MP	84669		09/2010	7,943.10	
561-7118-711.23-13	03/29/2010	INVOICE #84600	84600	F10733	09/2010	11,049.44	
04/02/2010	731139	YELLOWSTONE COUNTY SHERIFFS	6218			7,484.52	
717-2166-421.78-65	03/29/2010	MISC SERVICES	FORF 032910	273599	09/2010	7,484.52	
DATE RANGE TOTAL *						681,610.55 *	

Date: 04/26/2010

TITLE: W.O. 09-02 Miscellaneous/Developer Related - Continuation of Public Hearing and Resolution Ordering Improvements

PRESENTED BY: Ken Ard, Public Works

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. On April 12, Council conducted and continued the Public Hearing and delayed action until April 26 so staff had additional time to resolve several assessment issues. After further review of the assessments, Staff has provided clarification to the property owners, and the Resolution ordering improvements is ready to proceed.

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: [Resolution Ordering Improvements](#)

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

Tax Code	SID #	SID Pay-off (A)	Delinquent (B)	WO 09-02- Assessment (C)	A + B + C	Market Value
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: 04/26/2010

**TITLE: Public Hearing & Action on Allocations / Consolidated Plans for Community Development Block Grant (CDBG) & HOME Investment Partnership (HOME) Programs**

**PRESENTED BY:** Brenda Beckett

**Department:** Planning & Community Services

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**Information**

**PROBLEM/ISSUE STATEMENT**

The City Council is scheduled to hold a public hearing on the allocation of the City of Billings FY2010-2011 CDBG and HOME funding, the five-year Consolidated Plan for FY2010-2014, and one-year action plan for FY2010-2011. The public hearing is a mandatory condition to receive U.S. Department of Housing and Urban Development (HUD) entitlement funding. City Council action is needed to approve the FY2010-2014 Consolidated Plan and FY2010-2011 Action Plan and budget recommendations in preparation for HUD's submission deadline for Consolidated Plan on May 15 (see Attachments A and B for plan excerpts). An additional informational presentation was made during an April City Council Work Session.

**ALTERNATIVES ANALYZED**

Allocation recommendations conform to pre-determined spending requirements on several categories including: CDBG and HOME Administration caps (maximum of 20% and 10% of new funding, respectively); Public Service Caps (up to 15% of new CDBG funding); and Community Housing Development Organizations (at least 15% of HOME allocation). Changes within funding requirements are allowed within certain categories. Affordable Housing and Neighborhood Projects funding amounts can be exchanged. A change in the Public Services category should result in an equal change in the same category. Changes made which do not comply with federal spending requirements would place the City's entitlement for federal funds at risk.

The allocation of funding is restricted by the eligibility requirements for CDBG and HOME funding. Projects are focused on activities that promote new affordable housing or preserving the existing supply of affordable housing and neighborhoods where the affordable housing stock is located. The applications for housing and neighborhood activities are consistent with this focus. The Community Development Board reviewed the proposed projects and analyzed various alternatives for funding.

**FINANCIAL IMPACT**

In FY2010-2011, the City will receive allocations of \$772,435 in new CDBG funding and \$538,119 in HOME funding. Program income and funding remaining from completed projects brings the totals available for allocation for this fiscal year to \$1,006,564 for CDBG and \$704,467 for the HOME program. Federal revenues received for the CDBG and HOME programs are provided through HUD (see Attachment C). The Community Development Board recommendations are attached (see Attachment D) and comply with funding limitations.

**BACKGROUND**

INTRODUCTION

The Community Development Board has completed the recommendations and public input process for the allocation of CDBG and HOME funding for FY2010-2011. Also considered during this process are the City's overall FY2010-2014 Consolidated Plan and FY2010-2011 Action Plan, which is based on addressing needs identified through the Housing Needs Assessment (2010) and the Analysis of Impediments to Fair Housing Choice (2007). The drafted plans can be viewed online: <http://ci.billings.mt.us/index.aspx?NID=500>.

The Consolidated Plan is required for participation by the City of Billings in HUD programs, including: CDBG and HOME; homeless programs funded under the McKinney Act; and the Housing for Persons with AIDS (HOPWA) program. The City of Billings does not receive McKinney or HOPWA funds, therefore the City's Consolidated Plan is focused on CDBG and HOME activities.

The purpose of the Consolidated Plan is to identify the housing and community development needs of low-income households in Billings and develop strategies for addressing those needs in a comprehensive, coordinated fashion utilizing available federal and non-federal resources. The Consolidated Plan and Action Plan will serve as planning tools for the City's CDBG and HOME Programs. The Consolidated Plan combines the planning and application requirements for the CDBG and HOME Programs. This allows program planning and citizen participation to take place in a comprehensive context covering both programs.

### PROCEDURAL HISTORY

The City of Billings has been receiving CDBG funds since the mid-1970s and HOME funds since the early 1990s. These funds are provided by the federal government and are primarily targeted in Billings to address the affordable housing and neighborhood revitalization needs of the community. The FY2010-2011 budget represents the first implementation year of the City's five-year Consolidated Plan.

In allocating CDBG and HOME resources, the Community Development Division facilitates an extensive process to gather public input on the use of federal funds. This year's applications were available at the beginning of December and due at the end of January. Applications are then forwarded to the Community Development Board and recommendations are prepared for the City Council consideration. Task Force input was requested in February and March on housing and neighborhood projects (see Attachment E). The Community Development Board held budget hearings on the use of the CDBG and HOME resources on March 18 and 19 and prepared preliminary recommendations on April 6.

The City Council public hearing is required by the Federal government and is part of the 30-day public comment period on the program beginning March 26, and extending to April 26. The City Council is scheduled to act on the CDBG and HOME programs during the April 26 meeting. An application will then be submitted by HUD's May 15 deadline for review and, pending HUD approval, the program year will begin July 1.

### FUNDING ALLOCATION REQUIREMENTS

The City is required to provide no more than 20% of its CDBG funding for administration and planning type activities (\$187,906), and no more than 10% of HOME funding for administrative purposes (\$53,812). The City must also provide at least 15% (\$80,718) of its annual HOME allocation for activities carried out by Community Housing Development Organizations (CHDOs). The City can allocate up to 15% of CDBG resources (\$141,487) to nonprofit organizations or other projects classified as public service activities, ranging from daycare to crime prevention activities.

### APPLICATIONS

The City received 14 applications for housing and neighborhood (bricks and mortar) activities and 8 applications for public service funding (social services). Application summaries for activities proposed this year are included as Attachment F. CDBG and HOME resources represent the main federal commitment to communities to address the need to preserve the existing supply of affordable housing and promote the development of new affordable housing. Few other federal, state or local resources are available to address these housing needs.

### PUBLIC COMMENT

Comments of the speakers at the public hearings may relate to funding amounts awarded and general comments regarding the five-year Consolidated Plan for FY2010-2014 and the Action Plan for FY2010-2011.

### **STAKEHOLDERS**

Stakeholders for the CDBG and HOME programs include:

1. Applicants for funding - The City receives applications from a variety of organizations which apply for public service funding or for housing funding, such as, Living Independently for Today and Tomorrow and Interfaith Hospitality Network. A summary of the applicants is included as Attachment D and applications are available online:

<http://www.ci.billings.mt.us/index.asp?nid=761>.

2. Neighborhood Task Forces – The Task Forces communicate neighborhood needs and solutions to those needs utilizing both CDBG and HOME resources. Task Forces are also asked to prioritize housing and neighborhood applications. These priorities have been provided in Attachment E for your review. Funding recommendations are in alignment with Task Force priorities including emphasis on housing repair and first time homebuyer programs.

3. The Community Development Board, as an advisory body to the City Council, provides detailed oversight to both the CDBG and HOME programs throughout the year and facilitates an extensive process to prepare recommendations for the City Council consideration.

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

Projects proposed for consideration are consistent with the goals and objectives of the drafted FY2010-2014 Consolidated Plan and the drafted FY2010-2011 Action Plan for the use of CDBG & HOME resources in Billings. The following strategies are proposed by the City in its five-year Consolidated Plan to address Billings' housing and community development needs:

Strategy A. Promote the preservation of the existing supply of safe, affordable housing in the community.

Strategy B. Promote new affordable housing opportunities.

Strategy C. Work as an active partner with non-profits, neighborhood groups, and others to address housing and community development specific to lower income and special needs households.

Strategy D. Promote the preservation and revitalization of the community's older neighborhoods.

Strategy E. Provide assistance to agencies serving lower income households and special needs populations, particularly the homeless, public service activity funding to assist the homeless, the elderly, and those with disabilities.

Additional information regarding each strategy is located in Attachments A and B.

### **ESTABLISHING COMMUNITY NEED**

Community needs have been primarily identified through the 2010 Billings Housing Needs Assessment completed internally by City staff and the 2007 Analysis of Impediments to Fair Housing Choice. This assessments were undertaken utilizing focus groups, individual interviews, a community survey, and an examination of census and housing market data.

### **HOUSING NEEDS**

Primary strategies are proposed in the Consolidated Plan to meet the diverse needs of lower-income households in the community. These needs have been identified through the Billings Housing Needs Assessment. The Assessment was undertaken utilizing focus groups, individual interviews, a community survey, and an examination of census, economic and housing market data. This work and input from neighborhood groups and community partners resulted in the identification of the following characteristics of the community that the City will attempt to address with housing and community development activities:

1. The national recession has had some affect on housing prices in Billings, specific to homeownership, as the median home sale price in 2009 was lower than in 2008. This coupled with an increase in median household income has assisted in reducing the affordability gap. However, a four-person household earning 80% of the median household income would not be able to afford a median priced home in 2009 (\$177,500).
2. Approximately 437 new housing units are needed annually in Billings to keep up with historical growth patterns. For the past four years, building permit records indicate that the need for 437 new units has been met. This finding does not consider affordability of the housing units created.
3. The preservation of existing supply of affordable housing is an important factor influencing affordability for existing home owners and potential homebuyers.
4. Supporting infill development and infrastructure would assist the City in preserving existing, older neighborhoods where the affordable housing stock is located.
5. About one-third of the people renting housing in Billings and looking to buy a home would prefer to purchase manufactured housing.
6. The national recession had a limited affect on rental housing prices in Billings. The affordability gap with rentals remains high. Rent and deposit assistance programs are crucial for low-income households, particularly for those with special needs (elderly, disabled, homeless).
7. An aging population and the associated increase in the percentage of the population with disabilities indicate a continued need for the implementation of Universal Design concepts in housing construction and rehabilitation.

## HOUSING OBJECTIVES

Consolidated Plan strategies are identified following each objective:

1. Homebuyer assistance is still needed to close the affordability gap, and has been provided through the First Time Homebuyer program. The Affordable Housing Development program can also be utilized to develop affordable housing (Strategy B).
2. Support affordable housing development at the same levels. This goal is dependent on consistent levels of funding through CDBG and HOME programs (Strategy B).
3. Provide affordable financing opportunities for housing repair to maintain the affordable housing stock (Strategy A).
4. Provide CDBG / HOME financing opportunities through routine allocation processes and the Affordable Housing Development program (Strategy B).
5. Offer affordable financing through the Affordable Housing Development program (Strategy B).
6. Provide affordable financing for rental housing development / repair through the Affordable Housing Development program and deposit / rent assistance through Tenant Based Rental Assistance and Public Service grants (Strategies B and E).
7. Prioritize Universal Design in Request for Proposal processes and also through the Affordable Housing Development program (Strategy B).

## FAIR HOUSING NEEDS

The Analysis of Impediments to Fair Housing Choice was completed in December 2007 by the Center for Applied Economic Research, Montana State University - Billings. The following impediments are listed in

order of severity - the most critical issues are therefore at the top of the list:

1. Many members of protected classes do not appear to understand their housing rights under fair housing regulations.
2. Some landlords, property owners, and realtors do not act consistent with knowledge of fair housing regulations.
3. Income, credit, and housing affordability issues are tied to fair housing issues.
4. Lack of funding hampers the effectiveness of local services working on behalf of fair housing protected classes.
5. The lack of hard data concerning the effectiveness of specific fair housing programs hampers the goal of improving the delivery of fair housing services.

#### FAIR HOUSING OBJECTIVES

Consolidated Plan strategies are identified following each objective:

1. Assist in the production and dissemination of consumer education on fair housing issues (Strategy C).
2. Re-evaluate the effectiveness of existing fair housing educational materials (Strategy C).
3. Plan for increasing significance of age-related disabilities (Strategy C).
4. Assist in the education of landlords, property owners and realtors on Fair Housing responsibilities (Strategy C).
5. Increase awareness among American Indians and other protected classes the location of available housing units (Strategy C).
6. Improve housing affordability (Strategies A, B, and E).
7. Provide credit education (Strategy E).
8. Revise existing fund model for fair housing education (Strategies C and E).
9. All fair housing outreach and education efforts should include measureable goals (Strategy E).

The drafted FY2010-2014 Consolidated Plan, the drafted FY2010-2011 Action Plan, the 2010 Housing Needs Assessment and 2007 Analysis of Impediments to Fair Housing Choice can be found online: <http://www.ci.billings.mt.us/index.asp?nid=500>.

#### **SUMMARY**

The Community Development Board has made recommendations for CDBG and HOME budget allocations for FY2010-2011. The Consolidated Plan for FY2010-2014 and Action Plan for FY2010-2011 have been drafted and are ready for Council adoption.

The City Council is asked to consider the input that is received and make a final decision on the FY2010-2011 CDBG and HOME budgets, the FY2010-2014 Consolidated Plan and FY2010-2011 Action Plan.

## **RECOMMENDATION**

Staff recommends the City Council hold a public hearing to gather public input on budget allocations and the drafted Consolidated Plans; approve the allocation of CDBG and HOME funding for FY2010-2011 as recommended by the Community Development Board; and approve the drafted FY2010-2014 Consolidated Plan and FY2010-2011 Action Plan.

## **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Link: [Attachment A - FY10-14 Consolidated Plan Excerpts](#)

Link: [Attachment B - FY10-11 Action Plan Excerpts](#)

Link: [Attachment C - FY10-11 Revenue](#)

Link: [Attachment D - CD Board Recommendations](#)

Link: [Attachment E - Task Force Priorities](#)

Link: [Attachment F - CDBG & HOME Application Summaries](#)

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FY2010-2014

*July 1, 2010 through June 30, 2015*

# City of Billings Five-Year Consolidated Plan - EXCERPTS FOR CITY COUNCIL



Community Development Division  
PO Box 1178  
Billings, Montana 59103

DUNS #194782780

## **SECTION ONE - Executive Summary**

Five-year Consolidated Plans and one-year action plans are required by the U.S. Department of Housing and Urban Development (HUD) for the City of Billings to participate in and receive funding through the Community Development Block Grant (CDBG) and HOME Investment Partnership Programs (HOME).

The City of Billings, acting primarily through the Community Development Division, will continue to act as the lead agency for administration of the City's CDBG and HOME Program activities targeted to meet the goals of the Consolidated Plan. The City works closely with the Housing Authority of Billings, nonprofit organizations, private developers, lending institutions, and neighborhood groups to garner feedback on proposed strategies and also to meet the goals established in this Consolidated Plan.

Consolidated planning activities are also required for homeless programs funded under the McKinney-Vento Homeless Assistance Act and the Housing Opportunities for Persons with AIDS (HOPWA) Program. The City does not receive McKinney funds or HOPWA funds directly. Separate Consolidated Plans are prepared by the City of Great Falls, the City of Missoula, and the State of Montana for non-entitlement areas of the state. The structure and content of this plan are based on specific HUD requirements for the preparation of the Consolidated Plan. Many terms used in this document are specific to the Consolidated Plan process and HUD programs. The reader may consult with the City of Billings - Community Development Division for additional information.

Focused on CDBG and HOME activities, the Consolidated Plan combines the planning and application requirements for the CDBG and HOME Programs. Consolidation of the submission requirements for the CDBG and HOME Programs allows program planning and citizen participation to take place in a comprehensive context covering both programs. The CDBG and HOME programs covered by the Consolidated Plan have three basic goals:

1. **To provide decent housing**, including maintaining the affordable housing stock in the community, increasing the availability of permanent housing that is affordable to lower-income households without discrimination, increasing support of housing which enables persons with special needs to live independently, and to assist homeless persons to obtain affordable housing.
2. **To provide a suitable living environment**, which includes improving the safety and livability of neighborhoods, increasing access to quality facilities and services, reducing the isolation of income groups within areas by de-concentrating housing opportunities and revitalizing deteriorating neighborhoods, restoring and preserving natural and physical features of special value for historic, architectural, or aesthetic reasons, and conserving energy resources.
3. **To expand economic opportunities**, including creating jobs accessible to lower-income individuals, providing access to credit for community development activities which promote long-term economic and social viability and empowering lower-income persons in federally assisted and public housing to achieve self-sufficiency.

**All activities undertaken by the City utilizing CDBG and HOME funding must primarily benefit low and moderate income persons.** The strategies described in the Consolidated Plan outline a specific course of action for the community's housing and community development activities. The plan builds on local assets to meet the needs of the community and sets forth goals, objectives, and performance measures to assure progress in achieving the strategies described in the plan.

### *Purpose of the Consolidated Plan*

The purpose of the Consolidated Plan is to identify the housing and community development needs of low-income households in Billings and develop strategies for addressing those needs in a comprehensive, coordinated fashion utilizing available federal and nonfederal resources.

Consolidated plans are developed every five years and must be submitted to HUD not less than 45 days prior to the start of the grantee's program year start date (July 1 for the City). The City's five-year Consolidated Plan for FY2010-2014 identifies activities to be carried out from July 1, 2010 through June 30, 2015 to address priority needs in the community and serves as a guiding document for the use of the City's CDBG Program and HOME funding. The City must also report on the performance of activities funded via the Comprehensive Annual Performance Evaluation Report (CAPER).

The FY2010-2014 Consolidated Plan followed a development process which integrated priorities identified in the 2009 Billings Housing Needs Assessment and the Analysis of Impediments to Fair Housing Choice. The development process also included input from neighborhood groups and public hearings on housing and community development needs, relative to findings from both data studies.

The FY2010-2014 Consolidated Plan was open for public comment extending from March 26, 2010 through April 26, 2010. A public hearing was held on April 26, 2010 during the Billings City Council meeting to accept public comments on the five-year Consolidated Plan and Community Development Board recommendations for funding allocation. The plan was adopted by the Billings City Council on April 26, 2010.

### *HUD Objectives and Outcomes*

HUD has developed specific performance measurements for each activity undertaken utilizing CDBG and / or HOME funding. The City's application process for funding through these programs includes identification of HUD objectives and outcomes to ensure compliance with activity requirements.

<b>HUD PERFORMANCE MEASUREMENTS</b>	
<i>Objectives</i>	<i>Outcomes</i>
Suitable Living Environment	Availability or Accessibility
Decent Housing	Affordability
Economic Opportunities	Sustainability

### *Past Performance*

The City - Community Development Division receives comments from HUD regarding action plans and performance annually. Overall evaluations conclude the City's CDBG and HOME programs are making strides in providing affordable housing and addressing community needs. Please refer to the latest Comprehensive Annual Evaluation Report (CAPER) for an analysis of the City's performance on Consolidated Plan goals for recent years and the resources utilized to meet objectives established.

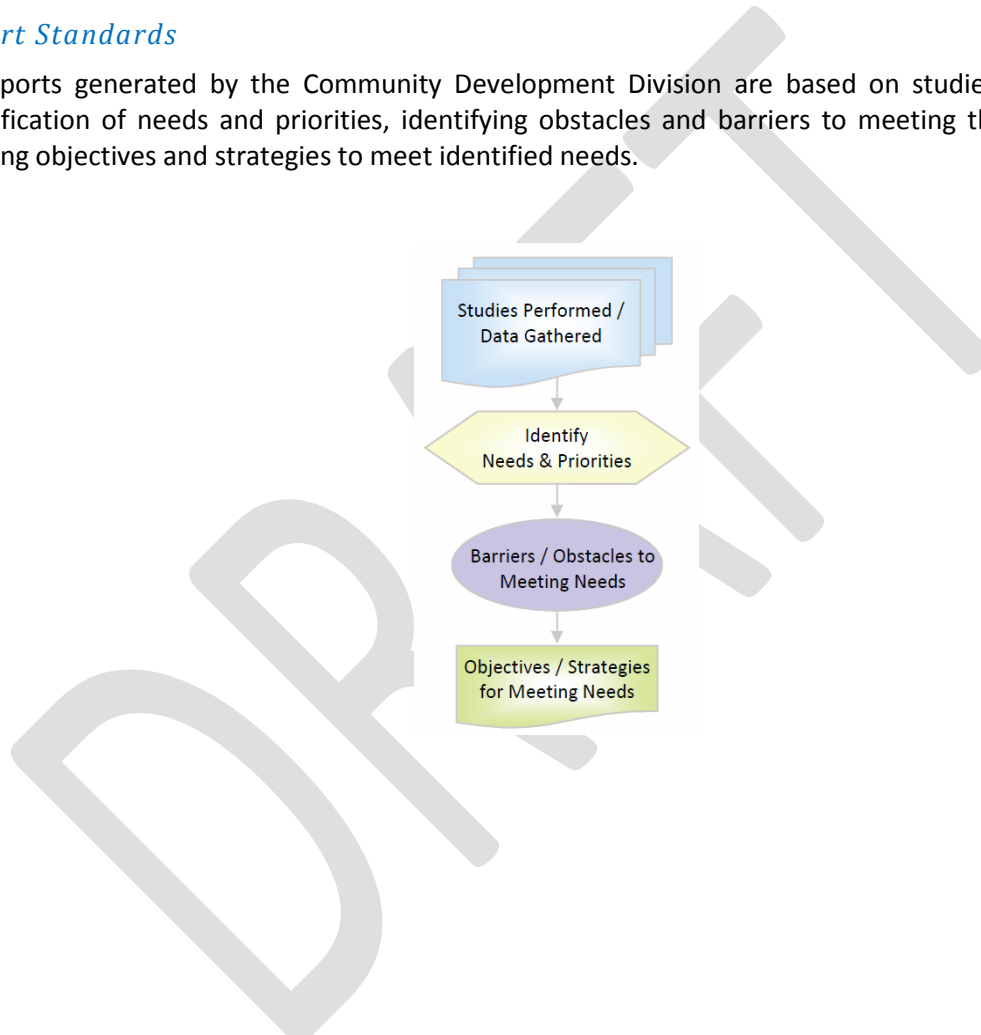
### *Community Development Division Vision / Mission*

*Vision:* The Community Development Division acts as a catalyst for joining community partners with resources to increase access to housing, to create a sustainable community, and to promote neighborhood revitalization.

*Mission:* The Community Development Division strives to exceed the expectations of our stakeholders by supporting our housing and community partners with quality leadership, accountability, and innovative programs and services.

### *Report Standards*

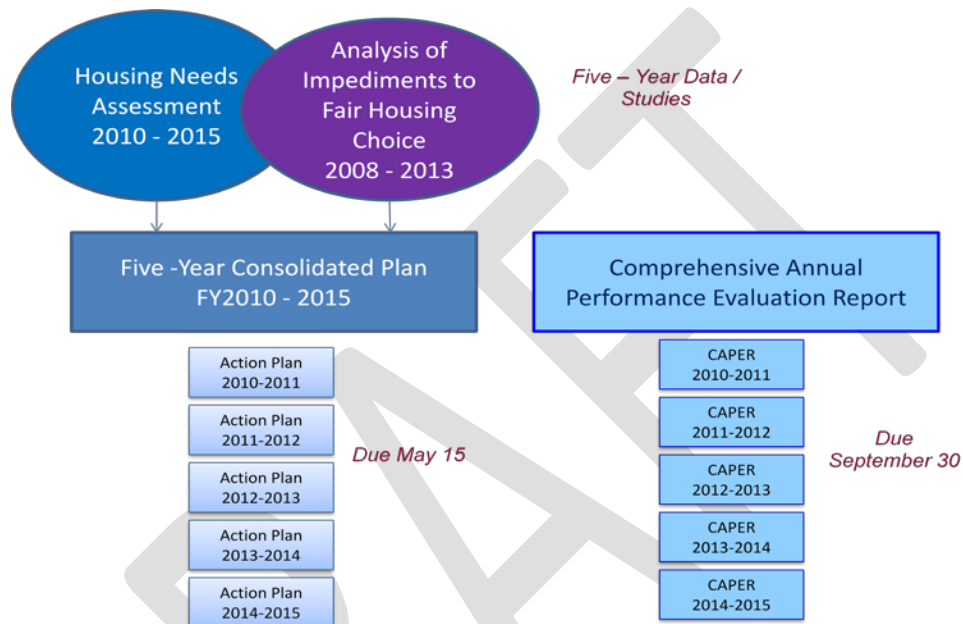
All reports generated by the Community Development Division are based on studies and data, the identification of needs and priorities, identifying obstacles and barriers to meeting those needs, and creating objectives and strategies to meet identified needs.



## SECTION FOUR - Consolidated Plan & Budget Development

### Significant Aspects of the Process

The City utilizes significant public comment processes and coordinates input from various organizations and groups in order to maximize collaborative efforts while developing and implementing the Consolidated Plan. Both the Housing Needs Assessment and the Analysis of Impediments to Fair Housing Choice are utilized by City staff as **primary planning tools** for the development and implementation of Consolidated Plan activities.



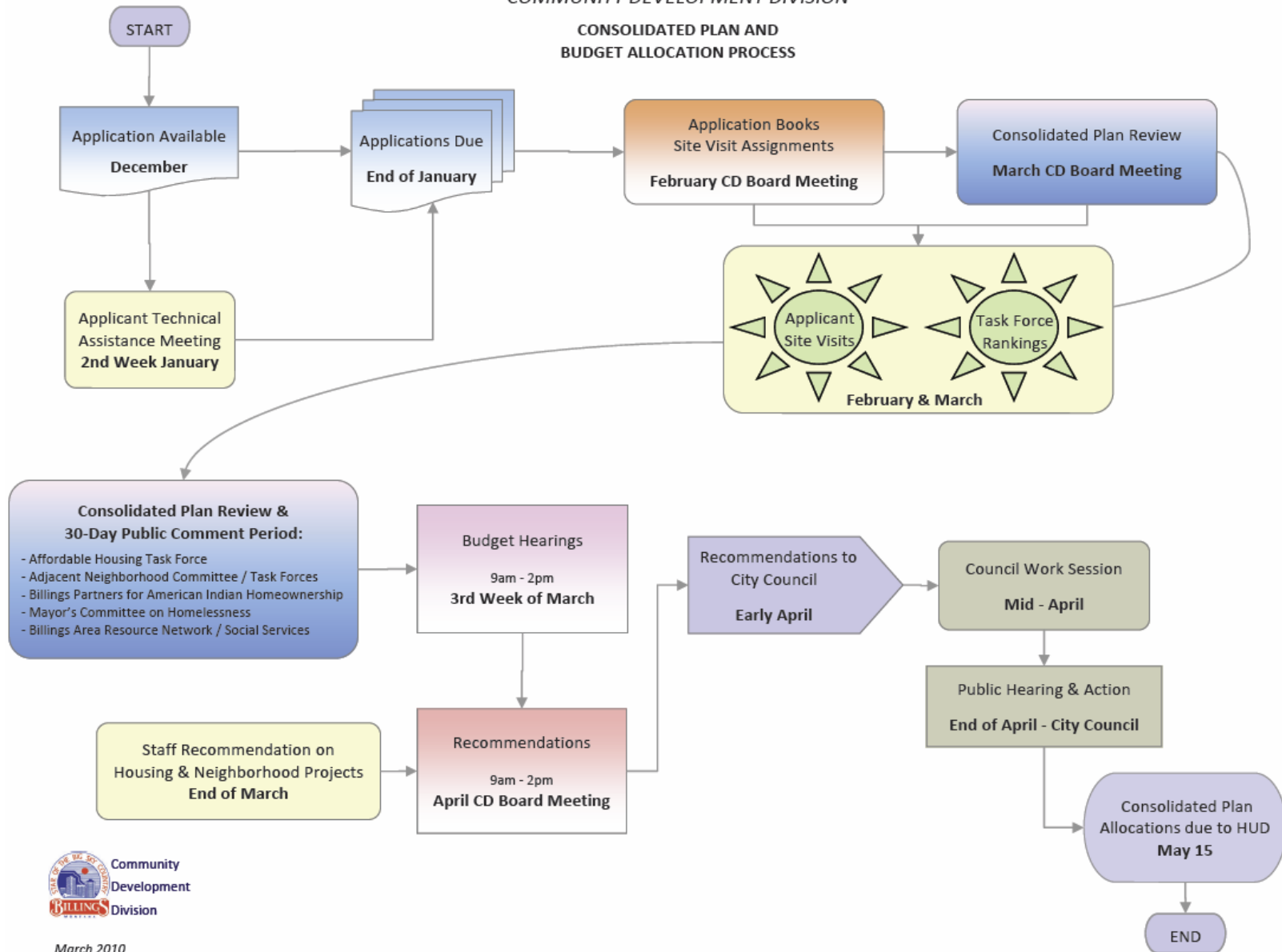
The Budget Allocation Process flowchart (following page) illustrates the significant aspects of public involvement and input processes utilized for Consolidated Plan development and implementation. The process includes a technical assistance meeting to facilitate training of CDBG / HOME applicants regarding application expectations and project requirements. All plans and studies are posted on the City's website and emails are distributed announcing application and Consolidated Plan postings.

The Community Development Board conducts applicant site visits to review each application with the submitting organization. In addition, City staff visit each of the seven neighborhood task forces to garner housing / neighborhood activity rankings prior to the public comment period. The City also maintains extensive email distribution lists and utilizes these lists to make announcements of study results and drafted plans. Budget hearings are also held to give presentation opportunities to each applicant. Each neighborhood task force is also offered an appointment to speak during the hearings.

A formalized public comment period is held for no less than 30 days and various community groups are visited during this time to garner feedback on studies, plans and activities. Agenda items are also scheduled for a City Council Work Session and regular City Council meeting; the latter includes an additional, specific public hearing to review the Consolidated Plan and activities. All meetings are open to the public, advertised in the regionally-distributed Billings Times newspaper and agendas offer a specific time for additional public comment.

COMMUNITY DEVELOPMENT DIVISION

CONSOLIDATED PLAN AND BUDGET ALLOCATION PROCESS



March 2010

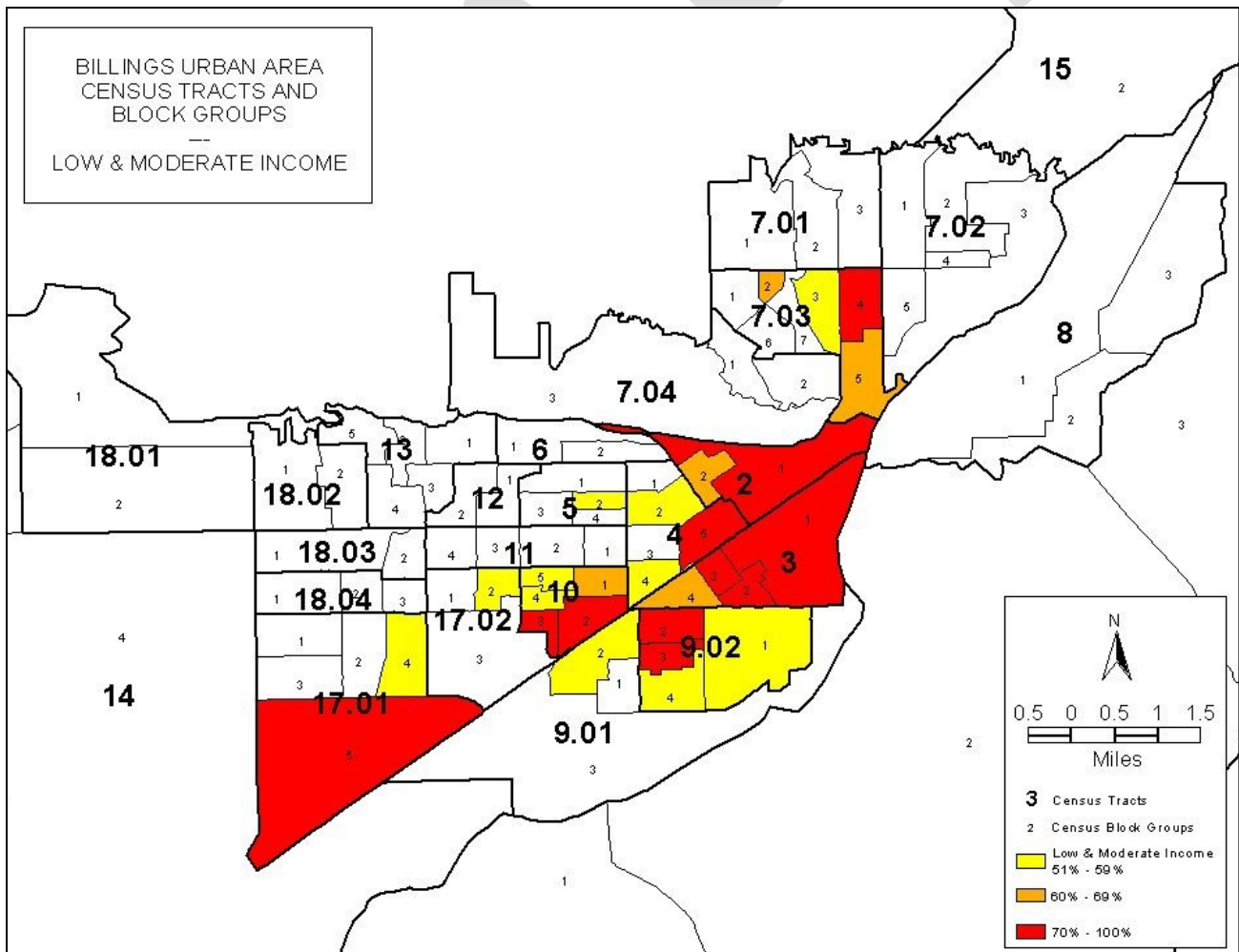
## SECTION FIVE - Geographic Data

### Geographic Area

The geographic area served by the Consolidated Plan is defined by the current City of Billings limits. Target areas include Census tracts and block groups with high concentrations of low- moderate-income households, particularly those with higher concentrations of racial / minority households.

### Lower-Income Household Concentration

The strategies identified in the Consolidated Plan will be addressed on a citywide basis to encourage the distribution of low-income affordable housing and other assistance to lower income households throughout the community. Strategy D targets assistance provided through CDBG and related programs to lower income neighborhoods of the communities where the majority of the City's affordable housing stock is located. The map below identifies areas of the community with lower income population above 70%, between 60% and 69%, and between 51% and 59% to allow further prioritization of limited resources.



*Racial / Minority Concentration*

The 2007 Analysis of Impediments to Fair Housing Choice identified areas of the community with a concentration of minority households. Census Tracts 2, 3, and 9.02 (known as South-Central Billings) show the highest concentration of protected class residents.



**South-Central Billings - Highest Minority Population Concentrations**

City-wide, there is an estimated American Indian population of 4% and a Hispanic population of 5%. Central Billings (Census Tracts 2 and 4) has a Native American population of 7% and Hispanic population of 6% while South Billings (Census Tracts 3, 9.01, and 9.02) has a Native American population of 9% and a Hispanic population of 14%. These areas are lower income areas and targeted neighborhoods for the geographic distribution of resources as described above. The 2007 Analysis of Impediments to Fair Housing Choice can be viewed online: <http://www.ci.billings.mt.us/DocumentView.asp?DID=1100>.

**Estimated Population Statistics for South-Central Billings**

	<i>Total</i>	<i>White</i>	<i>Black / African American</i>	<i>American Indian &amp; Alaska Native</i>	<i>Asian</i>	<i>Native Hawaiian &amp; Other Pacific Islander</i>	<i>Other Race</i>	<i>Two or More Races</i>	<i>Hispanic Origin</i>
<b>Population</b>	11,361	8,913	164	1,145	44	9	573	513	1,485
<b>% of City</b>	13%	11%	33%	37%	8%	24%	44%	28%	40%

### *Geographic Basis for Allocation of Investments*

91.215(a)(2)

The City of Billings is the largest city with the highest population in the state. However, the city only has an estimated population of nearly 104,000 in 2008, according to the 2009 Billings Housing Needs Assessment. Billings would be classified as a smaller city on a national scale. Therefore, the City will focus distribution of investments on a citywide basis in order to support diversity and mixed-income development across the community.

### *Basis for Assigning Priority - Overall Consolidated Plan*

Priorities for funding are based on both the most recent Housing Needs Assessment and the Analysis of Impediments to Fair Housing Choice. Priorities for housing development are identified as “High”, “Medium” and “Low” based on data analysis.

### *Obstacles to Meeting Underserved Needs - Overall Consolidated Plan*

91.215(a)(3)

The primary obstacles faced by the City in undertaking the activities described in its Consolidated Plan and meeting under-served needs is the amount of available funding. The Housing Needs Assessment identified the affordable housing needs and conditions of our community. These conditions, particularly the cost burden faced by very low income renters and homeowners, is difficult to address given existing resources, and other needs of the community related to neighborhood improvement, housing preservation, and improving the economic conditions of lower income households.

In addition to funding for projects and programs, there is a need for additional funding for administration and planning costs to help design strategies and undertake projects to help meet these needs. The City attempts to leverage its CDBG and HOME resources as evidenced by past partnerships with the Montana Board of Housing, Wells Fargo, and Fannie Mae.

The City's ability to undertake such activities is limited by staffing levels. This issue has been partially addressed by establishing and supporting community partnerships to address housing and community development needs. The work of the Affordable Housing Task Force, Adjacent Neighborhood Committee, neighborhoods groups, various Fair Housing organizations, and the Billings Partners for American Indian Homeownership increase local resources and capacity to address housing and community development needs.

## ***SECTION TEN - Community Development***

91.215(e)

### *Community Development Needs*

The following table illustrates the identified needs, Consolidated Plan strategy designed to meet the need and goals listed on the Consolidated Plan. The majority of activities (particularly those in the Public Services arena) are funded through an application / allocation process. Therefore, it is difficult to identify specific goals for a five-year plan. Specific goals are identified on one-year action plans.

Numerous sources for data regarding community needs were referenced in the development of Table 2B: Priority Community Development Needs.

### *Basis for Assigning Priority - Specific to Community Needs*

The City's Neighborhood Stabilization Plan identified housing acquisition activities that may be undertaken utilizing the Montana Department of Commerce's Neighborhood Stabilization Program (NSP). The numbers of properties in Billings that need to be cleared, demolished and cleared due to contamination were identified in the City's NSP plan. This acquisition activity will only be identified in FY2010-2011 due to the short-term nature of the funding, commitment and expenditure deadlines.

The Housing Needs Assessment assisted staff in identifying priorities on clearance and demolition outside of the scope of the Neighborhood Stabilization Program. Aside from properties identified on the Montana Department of Commerce's methamphetamine website, the City has only one identified area with groundwater contamination. Properties on this site are reviewed with specialized conditions and requirements when being serviced through the City's housing repair programs. This study also identified high needs for senior services and services for the disabled.

Priority needs identified by the City's ten-year plan to impact homelessness, Welcome Home Billings, include: homeless facilities, day center facilities for the homeless, legal services, transportation services, substance abuse services, employment / training services, and assistance with mortgages / deposits / utilities.

The Community Needs Assessment completed in 2007 by the Human Resource Development Council - District 7 identified high needs for youth / child services and health services. The Citizen's Survey identified a moderate demand and high interest for the further development of bicycle / pedestrian trails. This type of development is typically funded through non-HUD programs.

### *Obstacles to Meeting Underserved Needs - Specific to Community Needs*

Meeting the identified community needs in Billings requires additional funding for activities, administration and capacity-building.

### *Long / Short Term Objectives*

91.100

Long term objectives are described in the City's five-year Consolidated Plan goals, first identified on page 9. Short term goals can be found in the City's one-year action plan.

## PRIORITY COMMUNITY DEVELOPMENT NEEDS - Table 2B

Accomplishments will be reported on via Comprehensive Annual Performance Evaluation Report (CAPER)

This table has been altered to identify the Consolidated Plan Strategy, Goal, Funding Source specific to the Consolidated Plan and Citation Source to provide data on Need Level.

Priority Need	Priority Need Level*	Con Plan Strategy	Con Plan Goal	Con Plan Funding Source(s)	Source**	Notes
Acquisition of Real Property	Moderate	A	10	NSP	NSP	For NSP implementation
Disposition	Moderate	D	1	CDBG	CDD	27th Street Corridor Redevelopment
Clearance and Demolition	Low	B	-	CDBG, HOME	HNA	As part of the Affordable Housing Development program
Clearance of Contaminated Sites	Low	B	-	CDBG, HOME	HNA	
Code Enforcement	High	-	-	-	-	Currently funded through General Fund
<b>Public Facilities (General)</b>						
Senior Centers	-	C	-	CDBG	-	
Handicapped Centers	-	C	-	CDBG	-	
Homeless Facilities	High	C	-	CDBG, HOME	WHB	
Youth Centers	-	C	-	CDBG	-	
Neighborhood Facilities	-	C	-	CDBG	-	
Child Care Centers	High	C	-	CDBG	CNA	
Health Facilities	-	C	-	CDBG	-	
Mental Health Facilities	-	C	-	CDBG	-	
Parks and / or Recreation Facilities	Moderate	C	-	-	CS	Specific to pedestrian / bicycle trails
Parking Facilities	-	C	-	-	-	
Tree Planting	Moderate	D	50	CDBG	CDD	
Fire Stations / Equipment	-	C	-	-	-	
Abused / Neglected Children Facilities	-	C	-	CDBG	-	
Asbestos Removal	Low	A	-	CDBG, HOME	HNA	
Non-Residential Historic Preservation	-	-	-	-	-	
Other: Day Center Facilities for the Homeless	High	C	-	CDBG	WHB	
<b>Infrastructure (General)</b>						
Water / Sewer Improvements	-	D	-	CDBG	-	Specific to low income neighborhoods and for previously approved Capital Improvement Projects only
Street Improvements	-	D	-	CDBG	-	
Sidewalks	-	D	-	CDBG	-	
Solid Waste Disposal Improvements	-	D	-	CDBG	-	
Flood Drainage Improvements	-	D	-	CDBG	-	
Other Infrastructure	-	D	-	CDBG	-	

Priority Need	Priority Need Level*	Con Plan Strategy	Con Plan Goal	Con Plan Funding Source(s)	Source**	Notes
<b>Public Services (General)</b>						
Senior Services	High	E	-	CDBG	HNA	Goals for public services relate to the number of organizations awarded funding. For the five-year Consolidated Plan, the City hopes to fund 20 service organizations.
Handicapped Services	High	E	-	CDBG	HNA	
Legal Services	High	E	-	CDBG	WHB	
Youth Services	High	E	-	CDBG	CNA	
Child Care Services	High	E	-	CDBG	CNA	
Transportation Services	High	E	-	CDBG	WHB	
Substance Abuse Services	High	E	-	CDBG	WHB	
Employment / Training Services	High	E	-	CDBG	CNA, WHB	
Health Services	High	E	-	CDBG	CNA, WHB	
Lead Hazard Screening	Moderate	A, B	-	CDBG, HOME	CDD	
Crime Awareness	-	-	-	-	-	
Fair Housing Activities	High	C	-	CDBG, FHIP	HUD, AI	
Tenant / Landlord Counseling	High	C	-	CDBG, FHIP	HUD, AI	
Other: Mortgage / Utilities / Rent / Deposits	High	E	-	CDBG, HOME	WHB	
<b>Economic Development (General)</b>						
C/I Land Acquisition / Disposition	Low	E	-	CDBG, HOME	HNA	Intended to benefit low-income households / areas only
C/I Infrastructure Development	Low	E	-	CDBG	HNA	
C/I Building Acq / Construction / Rehab	Low	E	-	CDBG, HOME	HNA	
Other C/I	Low	E	-	-	HNA	
ED Assistance to For-Profit	Low	E	-	CDBG	HNA	
ED Technical Assistance	Low	E	-	CDBG	HNA	
Micro-enterprise Assistance	Low	E	-	CDBG	HNA	

\*If a priority level is not identified, staff did not have resource data to substantiate the need and / or the activity has not been identified as a priority through the Consolidated Planning process.

**\*\*Sources for Identifying Priority Need**

NSP	Neighborhood Stabilization Plan, 2008, Community Development Division.
CDD	Community Development Division - professional opinion from program management.
HNA	Housing Needs Assessment, 2009, Planning & Community Services Department.
WHB	Welcome Home Billings, 2009, Community Development Division.
CNA	Community Needs Assessment, 2007, Human Resource Development Council - District 7.
CS	Citizen's Survey, 2009, The National Citizen Survey, National Research Center, Inc.
HUD	HUD Study - Discrimination in Metropolitan Housing Markets: Phase 3, Native Americans
AI	Analysis of Impediments to Fair Housing Choice, 2007, Montana State University-Billings.

<http://www.ci.billings.mt.us/DocumentView.aspx?DID=4163>

<http://www.ci.billings.mt.us/DocumentView.aspx?DID=5454>

<http://mt-billings.civicplus.com/index.aspx?NID=1522>

[http://www.hrdc7.org/pdf/2007\\_needs\\_assessment/HRDC\\_2007\\_Needs.pdf](http://www.hrdc7.org/pdf/2007_needs_assessment/HRDC_2007_Needs.pdf)

<http://www.ci.billings.mt.us/index.aspx?NID=1506>

[http://www.huduser.org/portal/Publications/pdf/hds\\_phase3\\_final.pdf](http://www.huduser.org/portal/Publications/pdf/hds_phase3_final.pdf)

<http://www.ci.billings.mt.us/DocumentView.aspx?DID=1100>

## **SECTION ELEVEN - Strategic Plan**

### *Combined Strategic Response for Consolidated Plan*

The following strategies are proposed by the City in its five-year Consolidated Plan to address Billings' housing and community development needs.

#### **Strategy A. Promote the preservation of the existing supply of safe, affordable housing in the community:**

- Provide direct, affordable financing and assistance to allow low and moderate-income homeowners to perform needed repairs to their homes.
  - Substantial housing rehabilitation for homeowner occupied, single-family units through the City's Housing Rehabilitation Program.
  - Emergency repairs and improvements to single-family and manufactured / mobile-home units through the City's Minor Home Repair program.
  - Provide lead-safe painting program for owner-occupied single-family and manufactured / mobile homes through the City's Painting Program.
- Provide affordable financing and assistance through partnerships to encourage developers and agencies to make needed repairs to existing housing stock for accessibility, safety and affordability, particularly for special needs populations.
  - Wheelchair and accessibility ramps for the disabled.
  - Rehabilitation for single and multi-family units serving special needs populations, including the homeless, the elderly and the disabled.

#### **Strategy B. Promote new affordable housing opportunities:**

- Encourage the development of new affordable single-family, multi-family, and special needs housing in the community through private developers and non-profit organizations.
  - New construction and rehabilitation of housing units through the City's Affordable Housing Development Program.
  - Complete Kings Green Subdivision single-family development.
  - Support the efforts of the Housing Authority of Billings to increase and maintain the affordable housing stock in the community through the implementation of their five year plan.
  - Meet Community Housing Development Organization commitment and expenditure deadlines, as required by the HOME program.
- Providing affordable financing and support to increase access to homeownership and further homeownership opportunities.
  - Facilitate access to homeownership through the City's First Time Homebuyer Program.
  - Facilitate affordable financing through the use of the Montana Board of Housing mortgage program.

- Encourage homeowner education throughout the community and specifically for participants of the First Time Homebuyer Program.
- Support the efforts of the Billings Partners for American Indian Homeownership to increase homeownership opportunities for American Indians in Billings.

**Strategy C. Work as an active partner with non-profits, neighborhood groups, and others to address housing and community development specific to lower income and special needs households:**

- Support partnerships and regular meetings to facilitate community participation and collaboration.
  - Provide staff support and facilitation for the following focus / community needs groups:
    - Affordable Housing Task Force.
    - Adjacent Neighborhood Committee.
    - Billings Partners for American Indian Homeownership.
  - Complete the Analysis of Impediments to Fair Housing Choice by December 2013 to implement activities for 2014-2019.
- Support task force newsletters and further capacity-building for self-sustainability.
- Encourage activities that promote fair housing and increase awareness of the rights of protected classes.
  - Continue to support the Community Housing Resource Board in applying for the Fair Housing Initiatives Program grant and facilitate the application if necessary to ensure an application is submitted to HUD annually on behalf of the citizens of Billings.
- Encourage housing, community development organizations, social service agencies and businesses to work together to build strong community structures to better address needs and to respond to opportunities.
  - Provide staff support and facilitation for the Mayor’s Committee on Homelessness.
  - Assist in the implementation of Welcome Home Billings, the City’s ten-year plan to impact homelessness.

**Strategy D. Promote the preservation and revitalization of the community’s older neighborhoods:**

- Preserve the housing stock in older lower income neighborhoods.
- Encourage infill development of vacant lots and redevelopment of substandard properties in lower income neighborhoods:
  - Provide financing through the Affordable Housing Development Program.
  - Promote the redevelopment of the 27<sup>th</sup> Street Corridor for remaining properties purchased through the CDBG and Tax Increment District programs.
  - Support activities that provide amenities, neighborhood stabilization and maintain infrastructure needs of older lower income neighborhoods.

**Strategy E. Provide assistance to agencies serving lower income households and special needs populations, particularly the homeless, public service activity funding to assist the homeless, the elderly, and those with disabilities.**

- Provide CDBG Public Service funding to non-profit organizations to provide basic needs assistance, job training and employment opportunities.
  - Provide CDBG Public Service funding allocation for basic needs assistance and supportive services.

<b>OBJECTIVE CATEGORIES</b>					
Staff review includes Consolidated Plan, Welcome Home Billings, and the Neighborhood Stabilization Program.					
<input checked="" type="checkbox"/>	<b>Decent Housing</b>	<input checked="" type="checkbox"/>	<b>Expanded Economic Opportunities</b>	<input checked="" type="checkbox"/>	<b>Expanded Economic Opportunities</b>
<input checked="" type="checkbox"/>	Assisting homeless persons obtain affordable housing.	<input checked="" type="checkbox"/>	Improving the safety and livability of neighborhoods.	<input checked="" type="checkbox"/>	Job creation and retention.
<input checked="" type="checkbox"/>	Assisting persons at risk of becoming homeless.	<input checked="" type="checkbox"/>	Eliminating blighting influences and the deterioration of property and facilities.	<input checked="" type="checkbox"/>	Establishment, stabilization and expansion of small business (including micro-businesses).
<input checked="" type="checkbox"/>	Retaining the affordable housing stock.	<input checked="" type="checkbox"/>	Increasing the access to quality public and private facilities.	<input checked="" type="checkbox"/>	The provision of public services concerned with employment.
<input checked="" type="checkbox"/>	Increasing the availability of affordable permanent housing in standard condition to low-income and moderate-income families, particularly to members of disadvantaged minorities without discrimination on the basis of race, color, religion, sex, national origin, familial status, or disability.	<input checked="" type="checkbox"/>	Reducing the isolation of income groups within areas through spatial de-concentration of housing opportunities for lower income persons and the revitalization of deteriorating neighborhoods.	<input checked="" type="checkbox"/>	The provision of jobs to low-income persons living in areas affected by those programs and activities under programs covered by the plan.
<input checked="" type="checkbox"/>	Increasing the supply of supportive housing which includes structural features and services to enable persons with special needs (including persons with HIV/AIDS) to live in dignity and independence.	<input checked="" type="checkbox"/>	Restoring and preserving properties of special historic, architectural, or aesthetic value.	<input checked="" type="checkbox"/>	Availability of mortgage financing for low income persons at reasonable rates using non-discriminatory lending practices.
<input checked="" type="checkbox"/>	Providing affordable housing that is accessible to job opportunities.	<input checked="" type="checkbox"/>	Conserving energy resources and use of renewable energy sources.	<input checked="" type="checkbox"/>	Access to capital and credit for development activities that promote the long-term economic social viability of the community.

## GOALS FOR FIVE-YEAR CONSOLIDATED PLAN

*July 1, 2010 through June 30, 2015 Goals*

Strategy	Objective	Activity	Measurement Type	Five-Year Goals	Objectives / Outcomes	Funding Source	
A: Promote the preservation of the existing supply of safe, affordable housing in the community.	Provide direct, affordable financing and assistance to low-income homeowners for the completion of needed repairs.	Housing Rehabilitation Loan Program	Housing Units	50	SL-2	CDBG	
		Minor Home Repair Program	Housing Units	100	SL-2	CDBG	
		Painting Program	Housing Units	10	SL-2	CDBG	
	Provide financing and assistance through partnerships to facilitate needed repairs for special needs populations.	Wheelchair and accessibility ramps	Ramps - Housing Units	30	DH-1	CDBG	
		Rehabilitation for special needs populations	Housing Units	15	DH-2	CDBG	
	Benchmark Performance Measures	# units rehabilitated through City programs:				-	-
		# units rehabilitated through partnership programs:				-	-
% of total funding allocated to enhance existing housing:				-	-		
B: Promote new affordable housing opportunities.	Encourage the development of new affordable single-family, multi-family and special needs housing in the community through private developers and non-profit organizations.	Affordable Housing Development Program	Housing Units	100	SL-2	CDBG/HOME	
		Complete Kings Green single-family development	Housing Units	17	SL-2	HOME	
		Support the efforts of the Housing Authority of Billings	Five-Year Plan Implemented	1	DH-2	ADMIN	
		Meet CHDO commitment / expenditure deadlines	Years in compliance	5	SL-2	HOME	
	Provide affordable financing and support to promote homeownership opportunities.	First Time Homebuyer Program	Households	175	SL-2	CDBG/HOME	
			Cumulative Households	-	-	-	
		First Time Homebuyers - MBOH Set-Aside Use	Households	35	DH-2	-	
			Leveraged Funding	\$4M	-	-	
		Homebuyer Education	Households	1,000	EO-3	CDBG/HOME	
	Billings Partners American Indian Homeownership	Homeownership Rate (1992 benchmark: 22%)	40%	EO-1	ADMIN		
Benchmark Performance Measures	% of total funding allocated to promote new housing opportunity:				-	-	

<i>Strategy</i>	<i>Objective</i>	<i>Activity</i>	<i>Measurement Type</i>	<i>Five-Year Goals</i>	<i>Objectives / Outcomes*</i>	<i>Funding Source</i>
C: Active partnerships with non-profits, neighborhood groups and others to address housing and community development specific to lower income and special needs households.	Support partnerships and regular meetings to facilitate community participation and collaboration.	Affordable Housing Task Force	Monthly Meetings	50	DH-2	ADMIN
		Adjacent Neighborhood Committee	Quarterly Meetings	20	SL-1	ADMIN
		Billings Partners American Indian Homeownership	Monthly Meetings	50	EO-1	ADMIN
		Analysis of Impediments to Fair Housing Choice completed in December 2013 to implement activities for 2014-2019	Analysis / Plan completed	1	SL-1	ADMIN
	Support task force newsletters and further capacity-building for self-sustainability.	Task Force newsletter support	Newsletters	50,000	SL-1	ADMIN
	Encourage activities that promote fair housing and increase awareness of the rights of protected classes.	Continue to support the Community Housing Resource Board in applying for FHIP, facilitate application if necessary	Annual submission of FHIP grant representing residents of Billings	5	SL-1	ADMIN
	Encourage collaboration to better address needs and to respond to opportunities for special needs populations.	Mayor's Committee on Homelessness	Monthly Meetings	50	EO-3	ADMIN
		Assist in the implementation of Welcome Home Billings, the City's ten-year plan to impact homelessness.	Completed FY09-11 & FY11-13 Action Plans	2	SL-1	ADMIN
			Completed FY09-11 & FY11-13 Performance Reports	2	SL-3	ADMIN
		Facilitate AmeriCorps*VISTA application and pursue project status	Annual submission of VISTA grant application / VISTA member placements	5	EO-1	ADMIN
Benchmark Performance Measures	% of total funding allocated to support partnerships:			-	-	
D: Promote the preservation and revitalization of the community's older neighborhoods.	Preserve housing stock in older, lower-income neighborhoods.	See objectives / activities / Goals outlined in Strategy A			SL-1	-
	Infill development of vacant lots and redevelopment of substandard properties.	Affordable Housing Development Program	See goals for Strategy B		SL-3	CDBG/HOME
		Redevelopment 27th Street Corridor	Redevelopment Projects	1	SL-3	ADMIN
	Support activities that provide amenities, neighborhood stabilization and maintain infrastructure needs.	Tree Program	Individuals	50	SL-3	CDBG
		Neighborhood improvements through the Capital Improvement Plan	CIP Years Implemented	5	SL-3	-
		Special Assessment Grants	Housing Units	20	SL-2	CDBG
Benchmark Performance Measures	% of total funding allocated to preserving older neighborhoods:			-	-	

Strategy	Objective	Activity	Measurement Type	Five-Year Goals	Objectives / Outcomes	Funding Source
E: Provide assistance to agencies serving lower income and special needs populations, particularly the homeless, the elderly and those with disabilities.	Provide CDBG Public Service funding and HOME Tenant-Based Rental Assistance (TBRA) for deposits to non-profit organizations and provide assistance for supportive services, including job creation.	CDBG Public Service and HOME TBRA funding allocations for basic needs assistance and supportive services.	Years Funding Committed	5	EO-1	CDBG/HOME
			Organizations	20	EO-3	CDBG/HOME
	Benchmark Performance Measures	% of total funding to support basic needs of special and lower-income populations:				-
Overall Benchmark Performance Measures	Total Budget Allocated			-	-	-
	Leveraging Ratio			-	-	-
	CDBG Timeliness Compliance			< 1.5	-	-
	# active CHDOs			-	-	-
	Number of faith-based organizations funded			-	-	-
	Cumulative \$ of HOME funding used for homebuyer activities as of June 30 of each year			-	-	-
	% of previous year's HOME funding committed (for FY10-11, measure FY09-10), as of June 30			-	-	-
	% of HOME CHDO funding reserved, two years ago (for FY10-11, measure FY08-09), as of June 30			-	-	-
	% of completed HOME rental disbursements to all rental commitments			> 72.37%	-	-
	% of completed CHDO disbursements to all CHDO reservations			> 49.28%	-	-
	% of renters below 50% of the area median income			> 70%	-	-
	<i>Note: 90% of rental and TBRA units must assist households less than 60% of the area median income</i>				-	-
	% of occupied HOME rental units to all rental units			> 90.81%	-	-
Allocation years not distributed for HOME			< 3.07%	-	-	

<b>*HUD OBJECTIVES / OUTCOMES MATRIX</b>			
	Availability / Accessibility	Affordability	Sustainability
Decent Housing	DH-1	DH-2	DH-3
Suitable Living Environment	SL-1	SL-2	SL-3
Economic Opportunity	EO-1	EO-2	EO-3

*Table 1C: Transition Table: Summary of Specific Housing / Community Development Objectives (Table 1A/1B Continuation)*

This chart (following page) requests the relation of specific objectives to HUD’s Outcomes / Objectives matrix. This information has been provided in the Goals for the Five-Year Consolidated Plan. The chart only illustrates objectives that are specifically entered into IDIS for an activity. Goals related to capacity-building for non-profit organizations and administrative support tasks such as newsletter distribution for low-income neighborhood task forces do not relate well to the established HUD Outcomes / Objectives matrix, and are also identified in the table as “Admin”.

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**CONSOLIDATED PLAN OBJECTIVES BY OBJECTIVE / OUTCOME: *Table 1C***

<i>Objective</i>	<i>Activity</i>	<i>Measurement Type</i>	<i>Five-Year Goals</i>	<i>HUD Objectives / Outcomes</i>	<i>Admin</i>
<b>DECENT HOUSING &amp; AVAILABILITY / ACCESSIBILITY</b>					
Provide financing and assistance through partnerships to facilitate needed repairs for special needs populations.	Wheelchair and accessibility ramps	Ramps - Housing Units	<b>30</b>	DH-1	-
<b>DECENT HOUSING &amp; AFFORDABILITY</b>					
Provide financing and assistance through partnerships to facilitate needed repairs for special needs populations.	Rehabilitation for special needs populations	Housing Units	<b>15</b>	DH-2	-
Encourage the development of new affordable single-family, multi-family and special needs housing in the community through private developers and non-profit organizations.	Support the efforts of the Housing Authority of Billings	Five-Year Plan Implemented	<b>1</b>	DH-2	Admin
Provide affordable financing and support to promote homeownership opportunities.	First Time Homebuyers - MBOH Set-Aside Use	Households	<b>35</b>	DH-2	-
Support partnerships and regular meetings to facilitate community participation and collaboration.	Affordable Housing Task Force	Monthly Meetings	<b>50</b>	DH-2	Admin
<b>SUITABLE LIVING ENVIRONMENT &amp; AVAILABILITY / ACCESSIBILITY</b>					
Support partnerships and regular meetings to facilitate community participation and collaboration.	Adjacent Neighborhood Committee	Quarterly Meetings	<b>20</b>	SL-1	Admin
Support partnerships and regular meetings to facilitate community participation and collaboration.	Analysis of Impediments to Fair Housing Choice completed in December 2013 to implement activities for 2014-2019	Analysis / Plan completed	<b>1</b>	SL-1	Admin
Support task force newsletters and further capacity-building for self-sustainability.	Task Force newsletter support	Newsletters	<b>50,000</b>	SL-1	Admin
Encourage activities that promote fair housing and increase awareness of the rights of protected classes.	Continue to support the Community Housing Resource Board in applying for FHIP, facilitate application if necessary	Annual submission of FHIP grant representing residents of Billings	<b>5</b>	SL-1	Admin
Encourage collaboration to better address needs and to respond to opportunities for special needs populations.	Assist in the implementation of Welcome Home Billings, the City's ten-year plan to impact homelessness.	Completed FY09-11 & FY11-13 Action Plans	<b>2</b>	SL-1	Admin
Preserve housing stock in older, lower-income neighborhoods.	See objectives / activities / Goals outlined in Strategy A	See objectives / activities / Goals outlined in Strategy A		SL-1	-
<b>SUITABLE LIVING ENVIRONMENT &amp; AFFORDABILITY</b>					
Provide direct, affordable financing and assistance to low-income homeowners for the completion of needed repairs.	Housing Rehabilitation Loan Program	Housing Units	<b>50</b>	SL-2	-
	Minor Home Repair Program	Housing Units	<b>100</b>	SL-2	-
	Painting Program	Housing Units	<b>10</b>	SL-2	-
Encourage the development of new affordable single-family, multi-family and special needs housing in the community through private developers and non-profit organizations.	Affordable Housing Development Program	Housing Units	<b>100</b>	SL-2	-

Encourage the development of new affordable single-family, multi-family and special needs housing in the community through private developers and non-profit organizations.	Complete Kings Green single-family development	Housing Units	17	SL-2	-
Encourage the development of new affordable single-family, multi-family and special needs housing in the community through private developers and non-profit organizations.	Meet CHDO commitment / expenditure deadlines	Years in compliance	5	SL-2	-
Provide affordable financing and support to promote homeownership opportunities.	First Time Homebuyer Program	Households	175	SL-2	-
Support activities that provide amenities, neighborhood stabilization and maintain infrastructure needs.	Special Assessment Grants	Housing Units	20	SL-2	-
<b>SUITABLE LIVING ENVIRONMENT &amp; SUSTAINABILITY</b>					
Encourage collaboration to better address needs and to respond to opportunities for special needs populations.	Assist in the implementation of Welcome Home Billings, the City's ten-year plan to impact homelessness.	Completed FY09-11 & FY11-13 Performance Reports	2	SL-3	Admin
Infill development of vacant lots and redevelopment of substandard properties.	Affordable Housing Development Program	See goals for Strategy B		SL-3	-
	Redevelopment 27th Street Corridor	Redevelopment Projects	1	SL-3	-
Support activities that provide amenities, neighborhood stabilization and maintain infrastructure needs.	Tree Program	Individuals	50	SL-3	-
	Neighborhood improvements through the Capital Improvement Plan	CIP Years Implemented	5	SL-3	-
<b>ECONOMIC OPPORTUNITY &amp; AVAILABILITY / ACCESSIBILITY</b>					
Provide affordable financing and support to promote homeownership opportunities.	Billings Partners American Indian Homeownership	Homeownership Rate (1992 benchmark: 22%)	40%	EO-1	Admin
Support partnerships and regular meetings to facilitate community participation and collaboration.	Billings Partners American Indian Homeownership	Monthly Meetings	50	EO-1	Admin
Encourage collaboration to better address needs and to respond to opportunities for special needs populations.	Facilitate AmeriCorps*VISTA application and pursue project status	Annual submission of VISTA grant application / VISTA member placements	5	EO-1	Admin
Provide CDBG Public Service funding and HOME Tenant-Based Rental Assistance (TBRA) for deposits to non-profit organizations.	CDBG Public Service and HOME TBRA funding allocations for basic needs assistance and supportive services	Years Funding Committed	5	EO-1	-
<b>ECONOMIC OPPORTUNITY &amp; SUSTAINABILITY</b>					
Provide affordable financing and support to promote homeownership opportunities.	Homebuyer Education	Households	1,000	EO-3	-
Encourage collaboration to better address needs and to respond to opportunities for special needs populations.	Mayor's Committee on Homelessness	Monthly Meetings	50	EO-3	Admin
Provide CDBG Public Service funding and HOME Tenant-Based Rental Assistance (TBRA) for deposits to non-profit organizations.	CDBG Public Service and HOME TBRA funding allocations for basic needs assistance and supportive services	Organizations	20	EO-3	-

<b>HUD OBJECTIVES / OUTCOMES MATRIX</b>			
	<i>Availability / Accessibility</i>	<i>Affordability</i>	<i>Sustainability</i>
<i>Decent Housing</i>	DH-1	DH-2	DH-3
<i>Suitable Living Environment</i>	SL-1	SL-2	SL-3
<i>Economic Opportunity</i>	EO-1	EO-2	EO-3

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FY2010-2011  
Year One

*of the FY2010-2014  
Consolidated Plan*

City of Billings One-Year  
Consolidated Plan



Community Development Division  
PO Box 1178  
Billings, Montana 59103

DUNS #194782780

## ***SECTION SIX - Resources***

### *Available Funding, Expenditure Limits and Match Requirements*

CDBG administration and planning activities are budgeted at \$187,906 which is 20% of the new CDBG allocation (\$772,435) in addition to eligible program income left over from the previous year and including income from the current year (\$167,095). The proposed budget also includes \$67,034 in projects which have been cancelled or completed (cannot be included in administration costs). One hundred percent of available funding will be used to benefit the low to moderate income households.

The amount of funding available for Public Service Activities is \$141,487. This amount represents 15% of prior year income (15% of \$170,809 is \$25,621) and the new CDBG allocation (15% of \$772,435 is \$115,865), and no additional reprogrammed funding from Public Services from prior years.

HOME administration activities are budgeted \$53,812 which includes 10% of estimated new HOME revenue (10% of \$538,119 is \$53,812). As First Time Homebuyer funding returned to the City prior to the affordability period expiring is considered "recaptured" funding, no additional "program income" has been received and considered eligible for additional administration expenses.

The City of Billings meets HOME matching requirements through low-interest financing available for First Time Homebuyer Loans issued through the Montana Board of Housing (MBOH) and matching funds provided for other affordable housing projects undertaken with HOME funds, such as private contributions and other local bank financing.

### *Neighborhood Stabilization Program Plan*

The City of Billings approved a Substantial Amendment to the City of Billings' Annual Action Plan for FY2008-2009 on January 26, 2009 to utilize funds provided under the Housing and Economic Recovery Act of 2008 (HERA) (Pub.L.110-289, 122 Stat. 2654, enacted July 30, 2008) through the HUD Neighborhood Stabilization Program (NSP). The geographic area covered in the Action Plan and amendment is the City of Billings municipal boundaries, with priority emphasis on areas with a high foreclosure risk in low income task force areas.

The NSP provides \$19.6 million in CDBG funds to the Montana Department of Commerce (MDOC) to acquire and redevelop foreclosed properties that might otherwise become sources of abandonment and blight within its communities. In addition, the funds can be used to purchase foreclosed or abandoned homes and to rehabilitate, resell, or redevelop these homes in order to stabilize neighborhoods and stem the decline of house values of neighboring homes.

The City of Billings intends to utilize granted funding in a manner that complies with regulations established by HUD as published in the Federal Register on October 6, 2008. This includes obligating funding via contract for service within 18 months of HUD's approval of the MDOC's Action Plan Amendment<sup>1</sup> and full expenditure of obligated funds within 48 months of HUD's approval date.

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<sup>1</sup> Montana Department of Commerce Website, November 2008, [http://housing.mt.gov/Includes/CP/ApplicationDocs/CP\\_NSP-Amendment.pdf](http://housing.mt.gov/Includes/CP/ApplicationDocs/CP_NSP-Amendment.pdf)

All projects will be located in the City of Billings municipal limits which have been determined to be eligible for NSP project funding due to city blocks having HUD foreclosure risk scores between five and eight. Periods of affordability will be assigned in accordance with the subsidy amount committed and expended for each project. The City will not undertake activities which will trigger the Uniform Relocation Act. The City will be leveraging funding from available application sources including CDBG, HOME and partner-provided funding sources to facilitate NSP activities.

In general, the City will undertake the following activities, to be funded in part with NSP funding:

- Acquisition, rehabilitation (including infrastructure as part of redevelopment) and resale of foreclosed or abandoned homes to income qualified homebuyers as their primary residence;
- Financial assistance to income qualified homebuyers who are purchasing an abandoned or foreclosed home; and
- Acquisition of properties and demolition of existing structures that meet the definition of blight in the community. These properties will be redeveloped in the future for use as permanent affordable housing.

As required, all NSP funding must be committed within an 18 month timeframe and must be carried out within four years. The projects will begin in early 2009 and will be continued until early 2013.

The City's full Neighborhood Stabilization Program plan is available to view online: <http://ci.billings.mt.us/DocumentView.asp?DID=4163> and is included in the Appendices.

### *CDBG Stimulus Funding*

The City received HUD notice of an additional \$190,430 in stimulus funding (CDBG-R) subsequent to the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) signed into law by President Obama on February 17, 2009.

Staff created a new program to provide funding specifically for energy-efficiency and conservation upgrades in addition to providing funding for down payment and closing costs. Assistance levels are proposed for homeownership ranging from \$10,000 to \$15,000 according to household income. With an additional investment of up to \$15,000 for energy-efficiency upgrades, the City anticipates assisting up to nine low-income households to achieve homeownership with cost containment for utilities for years to come. The program is designed to ensure maximal job creation, long-term economic benefit and meets the area's most insurmountable need - affordable housing.

The Community Development Division does not anticipate receiving other stimulus funding directly.

### *Resources Complimenting the HOME Program*

In addition to HOME funding, the City of Billings will also pursue the following resources:

- Montana Board of Housing of approximately five million dollars for first time homebuyer activities.
- Funding through financial institutions and organizations such as Fannie Mae American Communities Fund for new or rehabilitated housing.

In addition to these resources, the City of Billings will also either pursue or support applications for funding as requested for the following programs subject to the priorities established in the Consolidated Plan:

- HUD Section 202 Senior Housing;
- HUD Section 811 Housing for the Physically Disabled;
- HUD Supportive Housing and Shelter Plus Care Programs;
- Special appropriations available through Congress for special projects;
- Funding through the Federal Home Loan Bank; and
- Low-Income Housing Tax Credits.

The City of Billings also is considered a partner in many activities that address the community's housing needs particularly those carried out by human service agencies as public service activities in the CDBG program. The City's contribution to these projects often represents a small part of the overall funding resources to address a particular need. Furthermore, there are other local, state, and federal resources to address those needs such as FEMA funding for emergency shelters, funding received by the Housing Authority of Billings, and rental assistance provided by private non-profit assisted housing providers.

### *Periods of Affordability for Current Resale / Recapture Projects*

Beginning on July 1, 2009, recapture provisions for the First Time Homebuyer program will be either five or ten years for each assisted activity beginning after the transfer of the property to the property owner as evidenced by the Mortgage Agreement.

The overall Kings Green Affordable Housing Development project will bring a total of 49 new affordable single-family units to the overall housing stock in Billings. Phases I and II have resulted in 25 units and Phase III will be commencing this fiscal year to add an additional 14 units. These units will be subject to recapture provisions.

homeWORD may bring forth a single-family project to accommodate a workout plan to replace years of affordability lost in a previous subdivision development. This project may be subject to the resale provision in order to ensure long-term affordability and the period of affordability will be extended in order to replace years of affordability lost.

### *Fair Return to Seller*

Fair return to the seller will be accomplished by recapturing the net proceeds from the sale of the property up to the amount of HOME assistance provided. Net proceeds will be defined by the City of Billings as the sales price minus repayment, closing costs, and any acquisition loan made at the time of the HOME assistance. Any loans or improvements made to the property after the time of the HOME assistance will be paid after the City is repaid the amount owed under its recapture provisions. If the net proceeds are not sufficient to recapture the full HOME investment, the City will accept the available net proceeds as full payment. The homeowner's down payment, principal payments, and any capital improvement investment made in the property after the HOME assistance has been provided will be returned to the homeowner at closing after the City's HOME assistance has been recaptured from the net proceeds as described above. The homeowner also will retain any value of the appreciation of the property after the City's HOME assistance has been recaptured.

### *Use of Recaptured Funds*

Recaptured HOME funds will be used to assist other first time homebuyers to purchase property in Billings or other HOME eligible activities to be determined through the City's budget allocation process in accordance with the Citizen Participation Plan. Homebuyers must be low-income and must use the assisted property with the recaptured funds as their principal residence. Low-income and first time homebuyer status will be determined based on HOME program regulations.

The City of Billings does not propose the use of HOME funds to refinance existing debt secured by multi-family housing that is being rehabilitated with HOME funds.

## **SECTION SEVEN - Annual Objectives & Tables**

Table 3A, Version One is a summary of specific annual objectives which organizes objectives by type, including rental housing, owner housing, special needs, community development, public facilities, public services and economic development. The table identifies sources of funds, performance indicators, expected numbers, actual numbers and the identification of HUD’s established outcomes / objectives.

Table 3A, Version Two is a summary of specific annual objectives which organizes objectives by HUD’s established outcomes / objectives, including:

- Availability / accessibility of decent housing (DH-1)
- Affordability of decent housing (DH-2)
- Sustainability of decent housing (DH-3)
- Availability / Accessibility of suitable living environment (SL-1)
- Affordability of suitable living environment (SL-2)
- Sustainability of suitable living environment (SL-3)

The table also identifies sources of funds, performance indicators, expected number, actual number and percent completed. Table 3A requests actual outcome numbers. These figures will be located in the City’s Comprehensive Annual Performance Evaluation Report (CAPER) for each fiscal year.

<b>HUD OBJECTIVES / OUTCOMES MATRIX</b>			
	<i>Availability / Accessibility</i>	<i>Affordability</i>	<i>Sustainability</i>
<i>Decent Housing</i>	DH-1	DH-2	DH-3
<i>Suitable Living Environment</i>	SL-1	SL-2	SL-3
<i>Economic Opportunity</i>	EO-1	EO-2	EO-3

The following table meets the requirements of both versions of Table 3A. Goals related to capacity-building for non-profit organizations and administrative support tasks such as newsletter distribution for low-income neighborhood task forces do not relate well to the established HUD Outcomes / Objectives matrix, and are also identified in the table as “Admin”.

Table 3B: Annual Affordable Housing Completion Goals information will be provided in the CAPER. Expected annual number of housing units and funding source is currently identified in Goals for the Consolidated Plan and Tables 3C.

Tables 3C can be found in the Appendices.

**GOALS FOR FY2010-2011 CONSOLIDATED PLAN: *Table 3A***

*July 1, 2010 through June 30, 2011 Goals*

<b>Strategy</b>	<b>Objective</b>	<b>Activity</b>	<b>Measurement Type</b>	<b>FY2010-2011 Goals</b>	<b>Objectives / Outcomes</b>	<b>Funding Source</b>
A: Promote the preservation of the existing supply of safe, affordable housing in the community.	Provide direct, affordable financing and assistance to low-income homeowners for the completion of needed repairs.	Housing Rehabilitation Loan Program	Housing Units	<b>10</b>	SL-2	CDBG
		Minor Home Repair Program	Housing Units	<b>20</b>	SL-2	CDBG
		Painting Program	Housing Units	<b>2</b>	SL-2	CDBG
	Provide financing and assistance through partnerships to facilitate needed repairs for special needs populations.	Wheelchair and accessibility ramps	Ramps - Housing Units	<b>6</b>	DH-1	CDBG
		Rehabilitation for special needs populations	Housing Units	<b>3</b>	DH-2	CDBG
	Benchmark Performance Measures	# units rehabilitated through City programs:		<b>0</b>	-	-
		# units rehabilitated through partnership programs:		<b>0</b>	-	-
		% of total funding allocated to enhance existing housing:		<b>0</b>	-	-
B: Promote new affordable housing opportunities.	Encourage the development of new affordable single-family, multi-family and special needs housing in the community through private developers and non-profit organizations.	Affordable Housing Development Program	Housing Units	<b>20</b>	SL-2	CDBG/HOME
		Complete Kings Green single-family development	Housing Units	<b>3</b>	SL-2	HOME
		Support the efforts of the Housing Authority of Billings	Five-Year Plan Implemented	<b>1</b>	DH-2	ADMIN
		Meet CHDO commitment / expenditure deadlines	Years in compliance	<b>1</b>	SL-2	HOME
	Provide affordable financing and support to promote homeownership opportunities.	First Time Homebuyer Program	Households	<b>35</b>	SL-2	CDBG/HOME
			Cumulative Households	-	-	-
		First Time Homebuyers - MBOH Set-Aside Use	Households	<b>7</b>	DH-2	-
			Leveraged Funding	<b>\$0.8M</b>	-	-
		Homebuyer Education	Households	<b>200</b>	EO-3	CDBG/HOME
	Billings Partners American Indian Homeownership	Homeownership Rate (1992 benchmark: 22%)	<b>0.08</b>	EO-1	ADMIN	
	Benchmark Performance Measures	% of total funding allocated to promote new housing opportunity:		<b>0</b>	-	-

C: Active partnerships with non-profits, neighborhood groups and others to address housing and community development specific to lower income and special needs households.	Support partnerships and regular meetings to facilitate community participation and collaboration.	Affordable Housing Task Force	Monthly Meetings	10	DH-2	ADMIN
		Adjacent Neighborhood Committee	Quarterly Meetings	4	SL-1	ADMIN
		Billings Partners American Indian Homeownership	Monthly Meetings	10	EO-1	ADMIN
		Analysis of Impediments to Fair Housing Choice completed in December 2013 to implement activities for 2014-2019	Analysis / Plan completed	0.2	SL-1	ADMIN
	Support task force newsletters and further capacity-building for self-sustainability.	Task Force newsletter support	Newsletters	10,000	SL-1	ADMIN
	Encourage activities that promote fair housing and increase awareness of the rights of protected classes.	Continue to support the Community Housing Resource Board in applying for FHIP, facilitate application if necessary	Annual submission of FHIP grant representing residents of Billings	1	SL-1	ADMIN
	Encourage collaboration to better address needs and to respond to opportunities for special needs populations.	Mayor's Committee on Homelessness	Monthly Meetings	10	EO-3	ADMIN
		Assist in the implementation of Welcome Home Billings, the City's ten-year plan to impact homelessness.	Completed FY09-11 & FY11-13 Action Plans	1	SL-1	ADMIN
			Completed FY09-11 & FY11-13 Performance Reports	1	SL-3	ADMIN
	Facilitate AmeriCorps*VISTA application and pursue project status	Annual submission of VISTA grant application / VISTA member placements	1	EO-1	ADMIN	
Benchmark Performance Measures	% of total funding allocated to support partnerships:		0	-	-	
D: Promote the preservation and revitalization of the community's older neighborhoods.	Preserve housing stock in older, lower-income neighborhoods.	See objectives / activities / Goals outlined in Strategy A		0	SL-1	-
	Infill development of vacant lots and redevelopment of substandard properties.	Affordable Housing Development Program	See goals for Strategy B	0	SL-3	CDBG/HOME
		Redevelopment 27th Street Corridor	Redevelopment Projects	1	SL-3	ADMIN
	Support activities that provide amenities, neighborhood stabilization and maintain infrastructure needs.	Tree Program	Individuals	10	SL-3	CDBG
		Neighborhood improvements through the Capital Improvement Plan	CIP Years Implemented	1	SL-3	-
		Special Assessment Grants	Housing Units	4	SL-2	CDBG
Benchmark Performance Measures	% of total funding allocated to preserving older neighborhoods:		-	-	-	

E: Provide assistance to agencies serving lower income and special needs populations, particularly the homeless, the elderly and those with disabilities.	Provide CDBG Public Service funding and HOME Tenant-Based Rental Assistance (TBRA) for deposits to non-profit organizations and provide assistance for supportive services, including job creation.	CDBG Public Service and HOME TBRA funding allocations for basic needs assistance and supportive services	Years Funding Committed	1	EO-1	CDBG/HOME
			Organizations	4	EO-3	CDBG/HOME
	Benchmark Performance Measures	% of total funding to support basic needs of special and lower-income populations:		-		
Overall Benchmark Performance Measures	Total Budget Allocated		-			-
	Leveraging Ratio		-			-
	CDBG Timeliness Compliance		< 1.5			-
	# active CHDOs		-			-
	Number of faith-based organizations funded		-			-
	Cumulative \$ of HOME funding used for homebuyer activities as of June 30 of each year		-			-
	% of previous year's HOME funding committed (for FY10-11, measure FY09-10), as of June 30		-			-
	% of HOME CHDO funding reserved, two years ago (for FY10-11, measure FY08-09), as of June 30		-			-
	% of completed HOME rental disbursements to all rental commitments		> 72.37%			-
	% of completed CHDO disbursements to all CHDO reservations		> 49.28%			-
	% of renters below 50% of the area median income		> 70%			-
	<i>Note: 90% of rental and TBRA units must assist households less than 60% of the area median income</i>					-
	% of occupied HOME rental units to all rental units		> 90.81%			-
Allocation years not distributed for HOME		< 3.07%			-	

**CONSOLIDATED PLAN OBJECTIVES BY OBJECTIVE / OUTCOME: *Table 1C***

<i>Objective</i>	<i>Activity</i>	<i>Measurement Type</i>	<i>FY2010-2011 Goals</i>	<i>HUD Objectives / Outcomes</i>	<i>Admin</i>
<b>DECENT HOUSING &amp; AVAILABILITY / ACCESSIBILITY</b>					
Provide financing and assistance through partnerships to facilitate needed repairs for special needs populations.	Wheelchair and accessibility ramps	Ramps - Housing Units	<b>6</b>	DH-1	-
<b>DECENT HOUSING &amp; AFFORDABILITY</b>					
Provide financing and assistance through partnerships to facilitate needed repairs for special needs populations.	Rehabilitation for special needs populations	Housing Units	<b>3</b>	DH-2	-
Encourage the development of new affordable single-family, multi-family and special needs housing in the community through private developers and non-profit organizations.	Support the efforts of the Housing Authority of Billings	Five-Year Plan Implemented	<b>1</b>	DH-2	Admin
Provide affordable financing and support to promote homeownership opportunities.	First Time Homebuyers - MBOH Set-Aside Use	Households	<b>7</b>	DH-2	-
Support partnerships and regular meetings to facilitate community participation and collaboration.	Affordable Housing Task Force	Monthly Meetings	<b>10</b>	DH-2	Admin
<b>SUITABLE LIVING ENVIRONMENT &amp; AVAILABILITY / ACCESSIBILITY</b>					
Support partnerships and regular meetings to facilitate community participation and collaboration.	Adjacent Neighborhood Committee	Quarterly Meetings	<b>4</b>	SL-1	Admin
Support partnerships and regular meetings to facilitate community participation and collaboration.	Analysis of Impediments to Fair Housing Choice completed in December 2013 to implement activities for 2014-2019	Analysis / Plan completed	<b>1</b>	SL-1	Admin
Support task force newsletters and further capacity-building for self-sustainability.	Task Force newsletter support	Newsletters	<b>10,000</b>	SL-1	Admin
Encourage activities that promote fair housing and increase awareness of the rights of protected classes.	Continue to support the Community Housing Resource Board in applying for FHIP, facilitate application if necessary	Annual submission of FHIP grant representing residents of Billings	<b>1</b>	SL-1	Admin
Encourage collaboration to better address needs and to respond to opportunities for special needs populations.	Assist in the implementation of Welcome Home Billings, the City's ten-year plan to impact homelessness.	Completed FY09-11 & FY11-13 Action Plans	<b>1</b>	SL-1	Admin
Preserve housing stock in older, lower-income neighborhoods.	See objectives / activities / Goals outlined in Strategy A	See objectives / activities / Goals outlined in Strategy A		SL-1	-
<b>SUITABLE LIVING ENVIRONMENT &amp; AFFORDABILITY</b>					
Provide direct, affordable financing and assistance to low-income homeowners for the completion of needed repairs.	Housing Rehabilitation Loan Program	Housing Units	<b>10</b>	SL-2	-
	Minor Home Repair Program	Housing Units	<b>20</b>	SL-2	-
	Painting Program	Housing Units	<b>2</b>	SL-2	-
Encourage the development of new affordable single-family, multi-family and special needs housing in the community through private developers and non-profit organizations.	Affordable Housing Development Program	Housing Units	<b>20</b>	SL-2	-

Encourage the development of new affordable single-family, multi-family and special needs housing in the community through private developers and non-profit organizations.	Complete Kings Green single-family development	Housing Units	3	SL-2	-
Encourage the development of new affordable single-family, multi-family and special needs housing in the community through private developers and non-profit organizations.	Meet CHDO commitment / expenditure deadlines	Years in compliance	1	SL-2	-
Provide affordable financing and support to promote homeownership opportunities.	First Time Homebuyer Program	Households	35	SL-2	-
Support activities that provide amenities, neighborhood stabilization and maintain infrastructure needs.	Special Assessment Grants	Housing Units	4	SL-2	-
<b>SUITABLE LIVING ENVIRONMENT &amp; SUSTAINABILITY</b>					
Encourage collaboration to better address needs and to respond to opportunities for special needs populations.	Assist in the implementation of Welcome Home Billings, the City's ten-year plan to impact homelessness.	Completed FY09-11 & FY11-13 Performance Reports	1	SL-3	Admin
Infill development of vacant lots and redevelopment of substandard properties.	Affordable Housing Development Program	See goals for Strategy B	-	SL-3	-
	Redevelopment 27th Street Corridor	Redevelopment Projects	1	SL-3	-
Support activities that provide amenities, neighborhood stabilization and maintain infrastructure needs.	Tree Program	Individuals	10	SL-3	-
	Neighborhood improvements through the Capital Improvement Plan	CIP Years Implemented	1	SL-3	-
<b>ECONOMIC OPPORTUNITY &amp; AVAILABILITY / ACCESSIBILITY</b>					
Provide affordable financing and support to promote homeownership opportunities.	Billings Partners American Indian Homeownership	Homeownership Rate (1992 benchmark: 22%)	40%	EO-1	Admin
Support partnerships and regular meetings to facilitate community participation and collaboration.	Billings Partners American Indian Homeownership	Monthly Meetings	10	EO-1	Admin
Encourage collaboration to better address needs and to respond to opportunities for special needs populations.	Facilitate AmeriCorps*VISTA application and pursue project status	Annual submission of VISTA grant application / VISTA member placements	1	EO-1	Admin
Provide CDBG Public Service funding and HOME Tenant-Based Rental Assistance (TBRA) for deposits to non-profit organizations.	CDBG Public Service and HOME TBRA funding allocations for basic needs assistance	Years Funding Committed	1	EO-1	-
<b>ECONOMIC OPPORTUNITY &amp; SUSTAINABILITY</b>					
Provide affordable financing and support to promote homeownership opportunities.	Homebuyer Education	Households	200	EO-3	-
Encourage collaboration to better address needs and to respond to opportunities for special needs populations.	Mayor's Committee on Homelessness	Monthly Meetings	10	EO-3	Admin
Provide CDBG Public Service funding and HOME Tenant-Based Rental Assistance (TBRA) for deposits to non-profit organizations.	CDBG Public Service and HOME TBRA funding allocations for basic needs assistance and supportive services	Organizations	4	EO-3	-

**OBJECTIVE CATEGORIES**

Staff review includes Consolidated Plan, Welcome Home Billings, and the Neighborhood Stabilization Program.

<input checked="" type="checkbox"/>	<b>Decent Housing</b>	<input checked="" type="checkbox"/>	<b>Expanded Economic Opportunities</b>	<input checked="" type="checkbox"/>	<b>Expanded Economic Opportunities</b>
<input checked="" type="checkbox"/>	Assisting homeless persons obtain affordable housing.	<input checked="" type="checkbox"/>	Improving the safety and livability of neighborhoods.	<input checked="" type="checkbox"/>	Job creation and retention.
<input checked="" type="checkbox"/>	Assisting persons at risk of becoming homeless.	<input checked="" type="checkbox"/>	Eliminating blighting influences and the deterioration of property and facilities.	<input checked="" type="checkbox"/>	Establishment, stabilization and expansion of small business (including micro-businesses).
<input checked="" type="checkbox"/>	Retaining the affordable housing stock.	<input checked="" type="checkbox"/>	Increasing the access to quality public and private facilities.	<input checked="" type="checkbox"/>	The provision of public services concerned with employment.
<input checked="" type="checkbox"/>	Increasing the availability of affordable permanent housing in standard condition to low-income and moderate-income families, particularly to members of disadvantaged minorities without discrimination on the basis of race, color, religion, sex, national origin, familial status, or disability.	<input checked="" type="checkbox"/>	Reducing the isolation of income groups within areas through spatial de-concentration of housing opportunities for lower income persons and the revitalization of deteriorating neighborhoods.	<input checked="" type="checkbox"/>	The provision of jobs to low-income persons living in areas affected by those programs and activities under programs covered by the plan.
<input checked="" type="checkbox"/>	Increasing the supply of supportive housing which includes structural features and services to enable persons with special needs (including persons with HIV/AIDS) to live in dignity and independence.	<input checked="" type="checkbox"/>	Restoring and preserving properties of special historic, architectural, or aesthetic value.	<input checked="" type="checkbox"/>	Availability of mortgage financing for low income persons at reasonable rates using non-discriminatory lending practices.
<input checked="" type="checkbox"/>	Providing affordable housing that is accessible to job opportunities.	<input checked="" type="checkbox"/>	Conserving energy resources and use of renewable energy sources.	<input checked="" type="checkbox"/>	Access to capital and credit for development activities that promote the long-term economic social viability of the community.

## COMMUNITY DEVELOPMENT DIVISION

### FINAL Revenue FY 2010-2011



#### **CDBG REVENUE**

HUD CDBG Grant	<b>\$772,435</b>	<b>Annual Allocation</b>
Loan Principal	\$12,498	Parkview Convalescent - repayment from FY08-09
Loan Interest	\$6,605	Parkview Convalescent - repayment from FY08-09
CDBG Reprogrammed* Funds	\$50,652	See detail below - not included in Admin Cap
<b>Housing Rehab Loans Repayment</b>	<b>\$48,500</b>	<b>At 50% year lapsed for 09-10</b>
<b>Minor Home Repair / Special Assessment Reimbursements</b>	<b>\$16,382</b>	<b>At 50% year lapsed for 09-10</b> - no Admin Cap
Prior Year Program Income - Rehab Loans	\$99,492	Program income over estimates

**CDBG Revenue Total: \$1,006,564**  
**20% Cap on CDBG Administration: \$187,906**

Includes only new revenue, not reprogrammed\*

<b>Total CDBG Program Income:</b>	<b>\$167,095</b>	<b>Minimum Re-Allocation to the Housing Rehab Program, revolving loan fund</b>
<b>Maximum CDBG Program Income Allowed:</b>	<b>\$41,774</b>	
<b>\$ Over Maximum to be Re-Allocated to Housing Rehab:</b>	<b>\$125,321</b>	

#### **PUBLIC SERVICE FUNDING**

15% of CDBG Allocation	\$115,865
15% of previous year program income (\$170,809)	\$25,621

**PUBLIC SERVICE TOTAL: \$141,487**

**CDBG Revenue Total: \$1,006,564**  
**Reduced by Public Services Total: \$141,487**  
**Total Available for Housing & Neighborhood, less PS: \$865,077**

#### *\*CDBG Reprogrammed Funds Detail:*

FY07-08 CDBG First Time Homebuyer	\$4,523	Cancelled or completed projects (not included in caps)
FY07-08 homeWORD Financial Fitness	\$2,063	
FY09-10 CDBG First Time Homebuyer	\$6,472	
FY08-09 Special Assessment Grants	\$37,594	
<b>HN / Admin Reprogrammed Total:</b>	<b>\$50,652</b>	

#### **HOME REVENUE**

HUD HOME Grant	<b>\$538,119</b>	<b>Annual Allocation</b>
<b>FTHB Loans Recaptured</b>	<b>\$101,493</b>	<b>At 50% year lapsed for 09-10</b>
<b>homeWORD High Sierra Repayment</b>	<b>\$1,500</b>	<b>Paid in Q3 for FY09-10</b>
FTHB Loans Program Income	\$0	
Prior Year Recaptured (not included in Admin)	\$55,305	Program income over est. (FTHB loans)
Prior Year Program Income	\$0	
Re-allocate Affordable Housing Fund to FTHB	\$8,050	

**HOME Revenue Total: \$704,467**

**10% Cap on HOME Administration: \$53,812** Includes only new allocation & 10% program income

**15% Mandatory CHDO Allocation: \$80,718** Includes 15% of new allocation

**Total Available for HOME Activities, less CHDO: \$623,749**

**Total Available in CDBG & HOME: \$1,711,031**

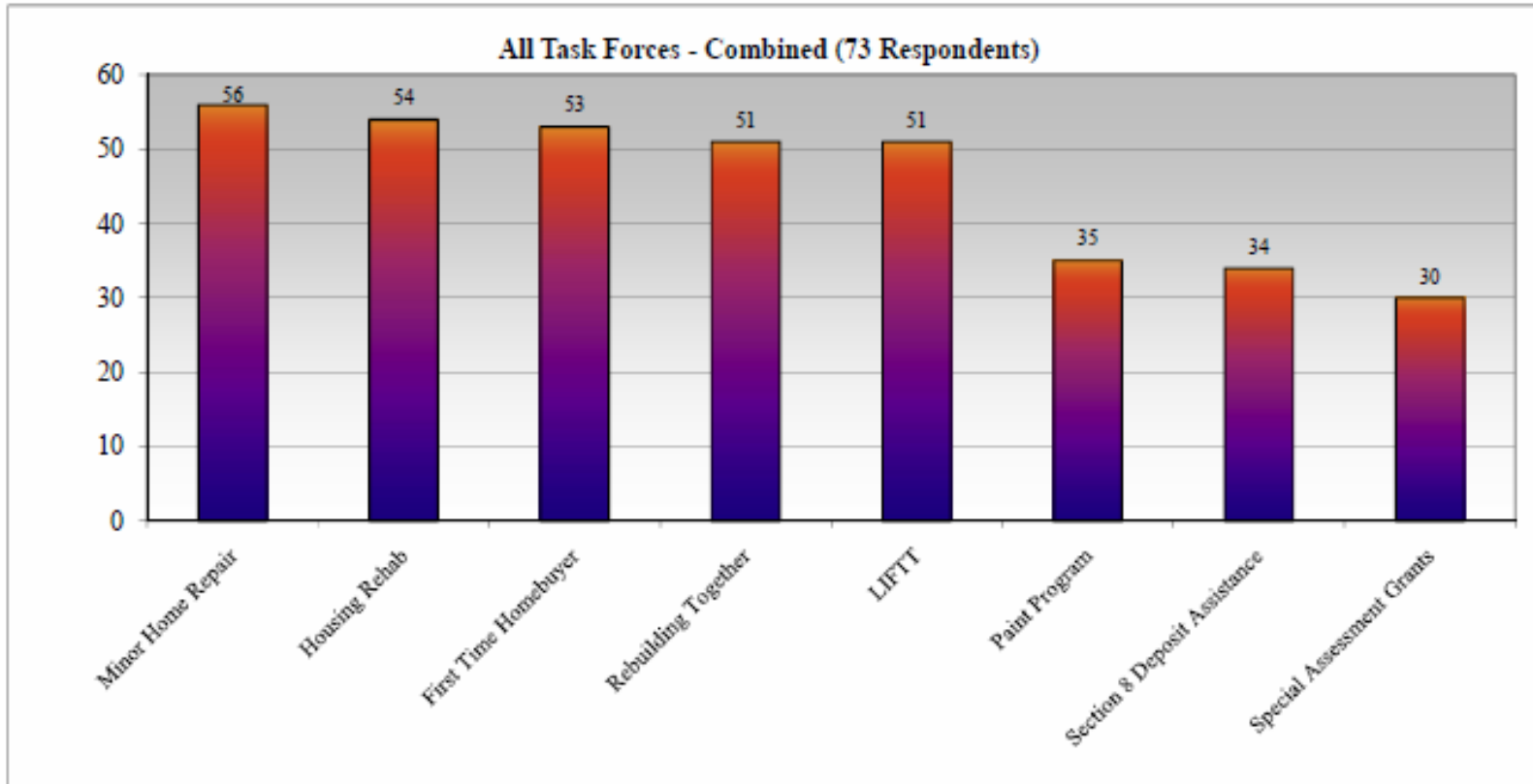
**CD BOARD RECOMMENDATIONS  
HOUSING & NEIGHBORHOOD ACTIVITIES  
2010-2011**

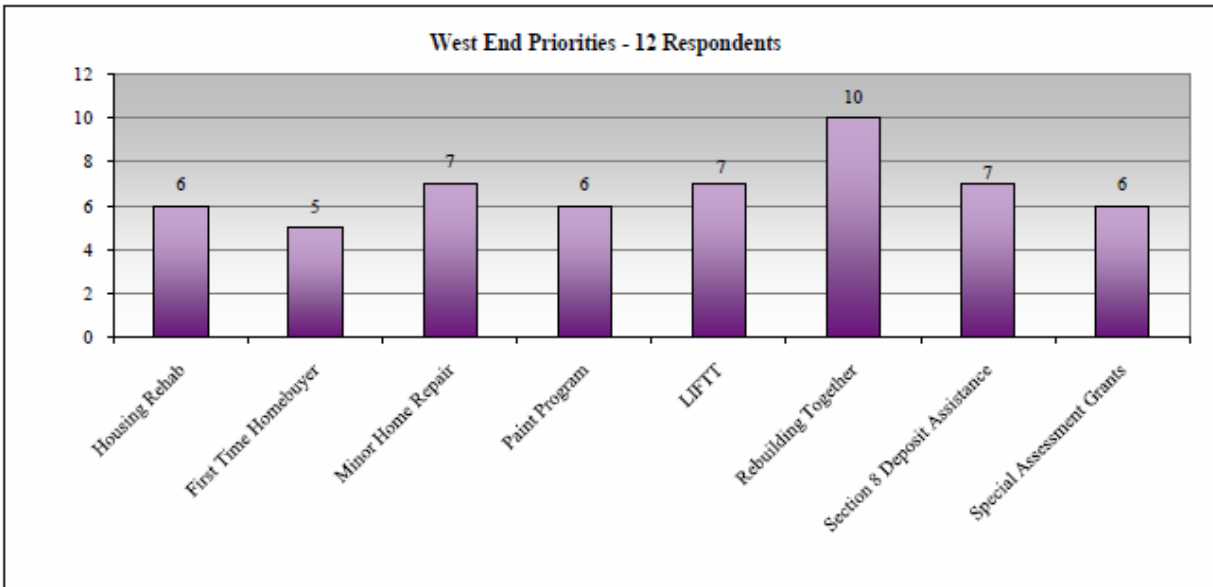
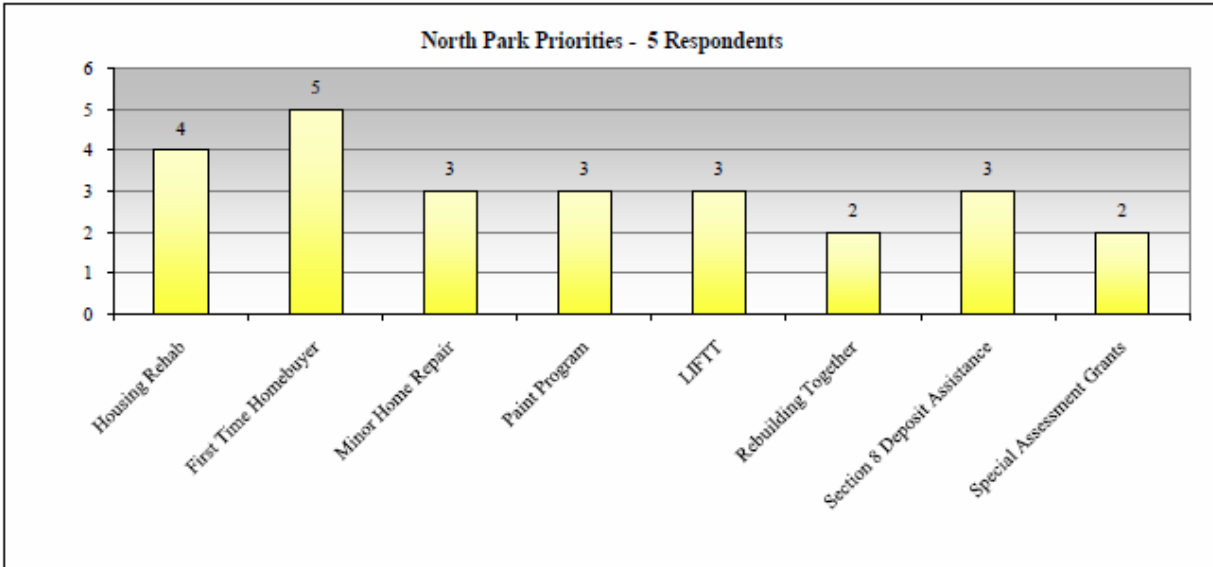
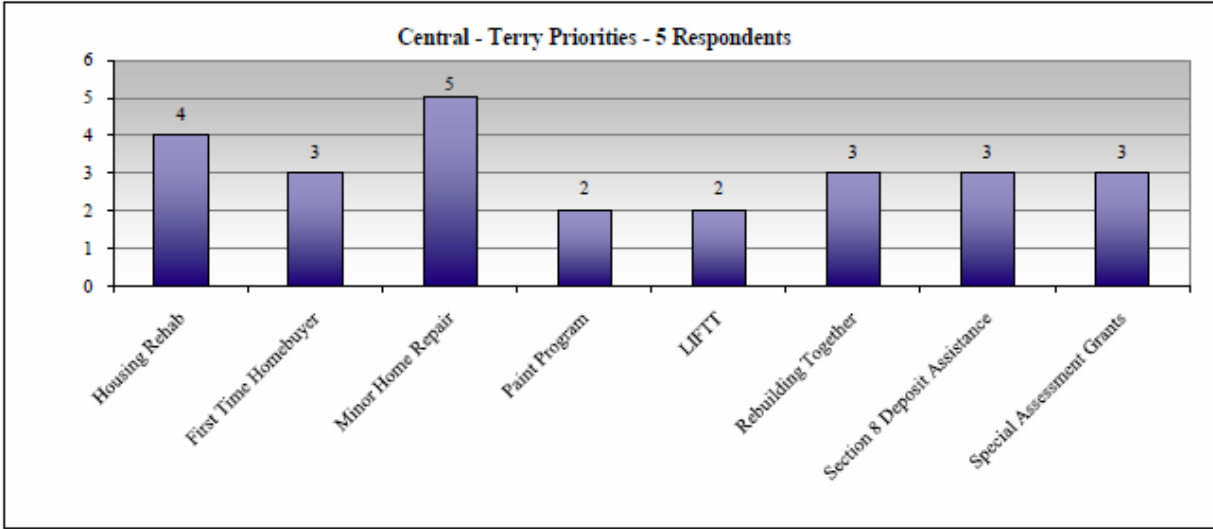
			2009-2010 Awards	ONE YEAR Requests FY2010-2011		CD Board Recommendations	
				CDBG	HOME	CDBG	HOME
Admin / Planning	HN-1	CDBG Administration	\$171,068	\$175,000	-	\$175,000	-
	HN-2	HOME Administration	\$53,861	-	\$65,000	-	\$53,812
	HN-3	Professional Services - VISTA Support	\$0	\$20,000	-	\$17,906	-
Affordable Housing Activities	HN-4	Housing Rehabilitation Loan Program	\$300,000	\$300,000	-	\$300,000	-
	HN-5	Affordable Housing Development Program	\$300,000	\$150,000	\$150,000	\$0	\$0
	HN-6	First Time Home Buyer Program	\$488,807	\$200,000	\$300,000	\$184,671	\$392,655
	HN-7	Set-Aside for CHDOs - Reserved for homeWORD*	\$81,000	-	\$82,000	-	\$243,000
	HN-8	Minor Home Repair	\$0	\$100,000	-	\$100,000	-
	HN-9	Paint Program	\$10,000	\$10,000	-	\$10,000	-
	HN-10	Living Independently for Today & Tomorrow	\$12,500	\$12,500	-	\$12,500	-
	HN-11	Rebuilding Together	\$10,000	\$10,000	-	\$10,000	-
	HN-12	Section 8 Deposit Assistance - Housing Authority	\$15,000	-	\$15,000	-	\$15,000
	Neighborhood	HN-13	Property Management - Including NSP Properties	\$15,000	\$20,000	-	\$20,000
HN-14		Special Assessment Grants	\$25,000	\$50,000	-	\$35,000	-
<b>Total Funded (includes projects not listed):</b>			<b>\$1,517,278</b>	<b>CDBG Requested: \$1,047,500</b>	<b>HOME Requested: \$612,000</b>	<b>\$865,077</b>	<b>\$704,467</b>

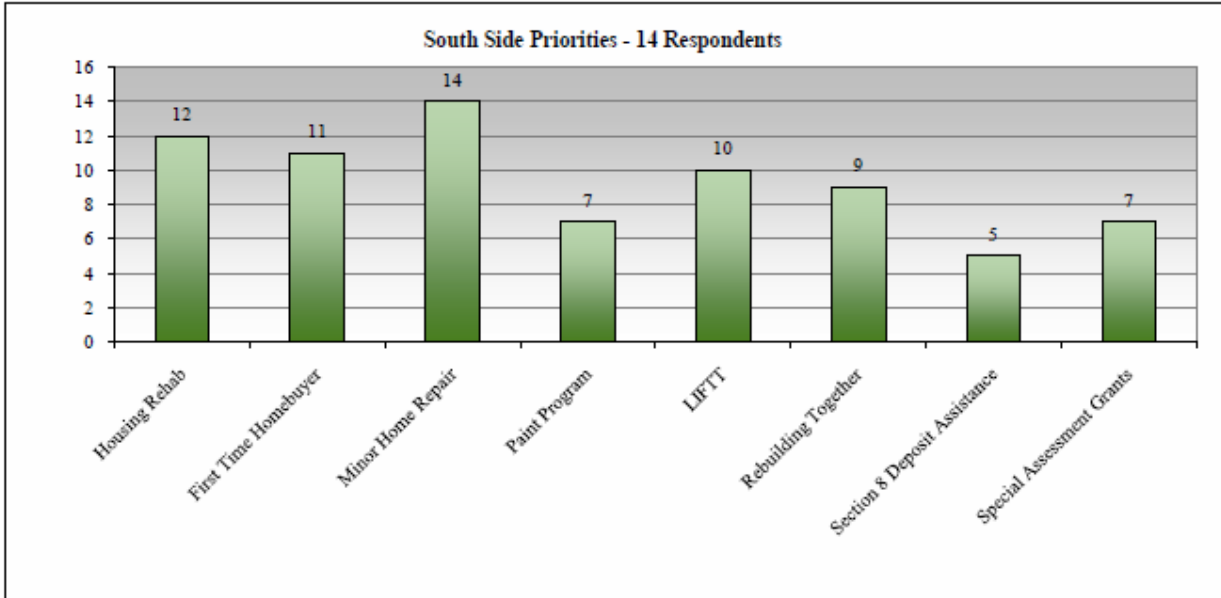
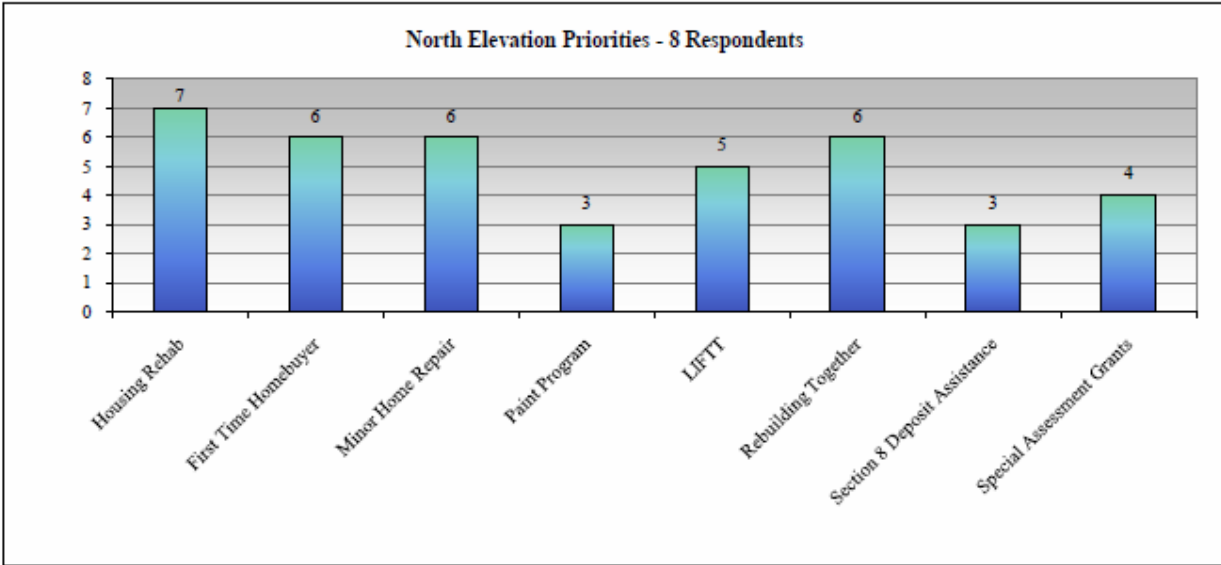
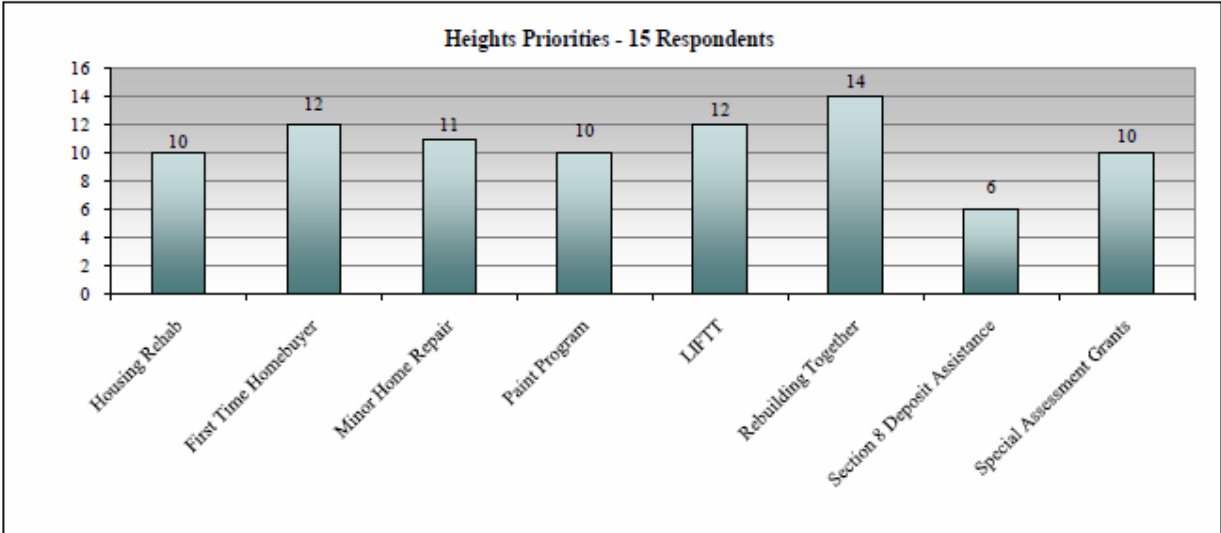
**CD BOARD RECOMMENDATIONS**  
**PUBLIC SERVICE ACTIVITIES**  
**2010-2011**

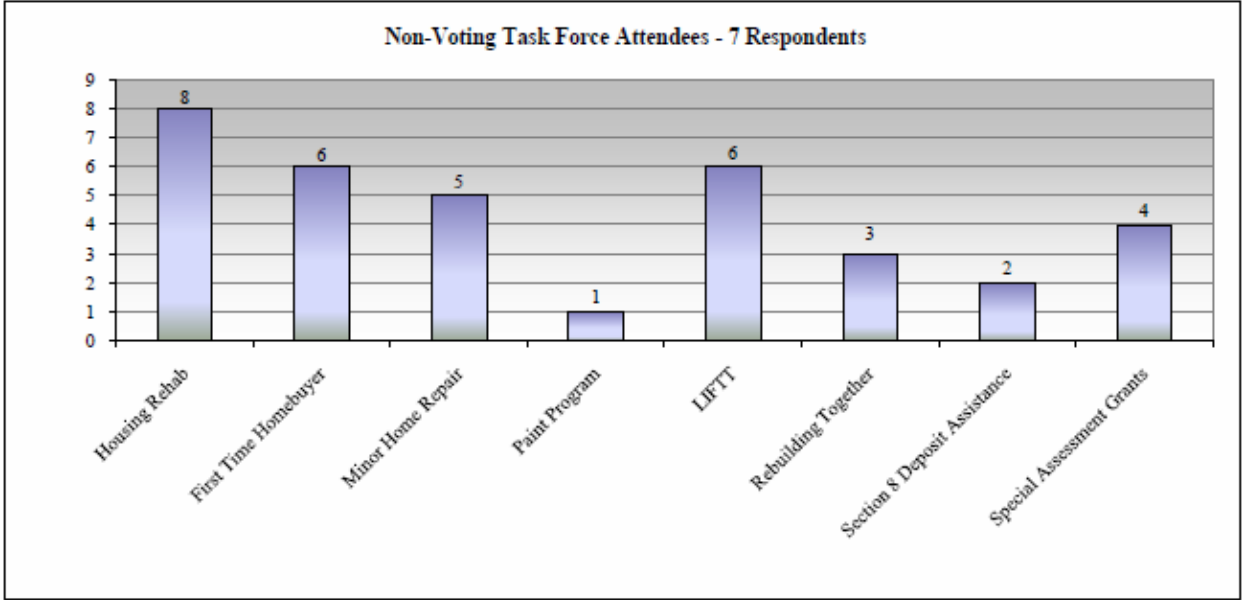
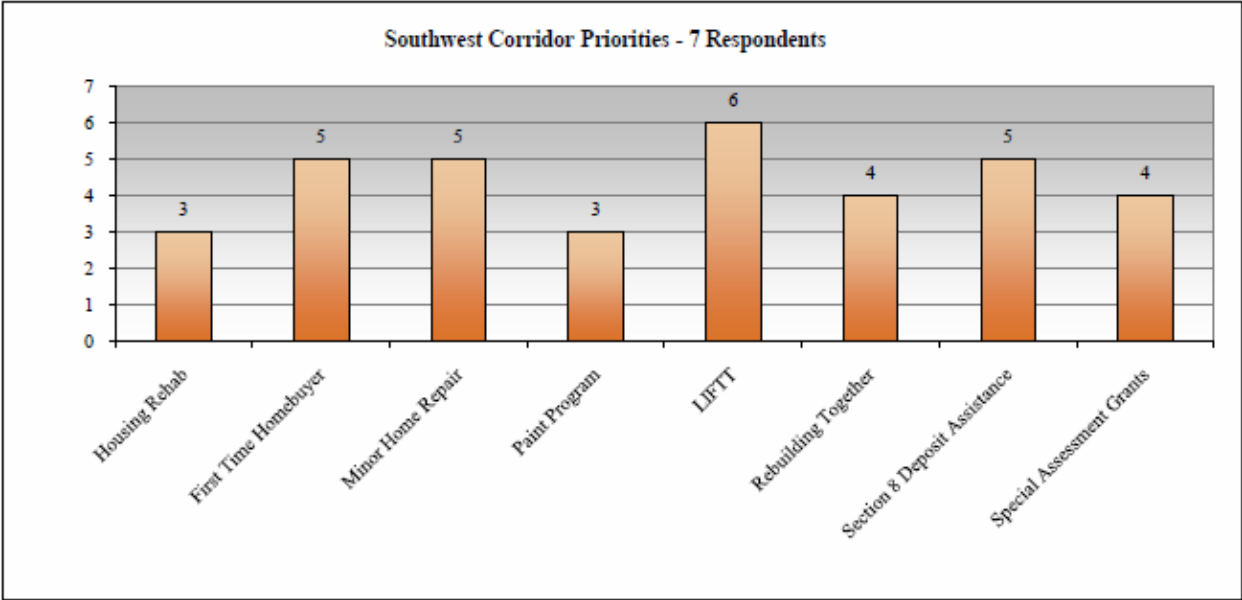
			<b>2009-2010 Awards</b>	<b>THREE YEAR Requests FY2010-2011</b>	<b>FINAL Recommendation</b>
<b>PUBLIC SERVICES</b>	<b>PS - 1</b>	Big Sky Prevention of Elder Abuse	\$0	\$30,000	<b>\$0</b>
	<b>PS - 2</b>	Big Sky Senior Helping Hands	\$0	\$30,000	<b>\$30,000</b>
	<b>PS - 3</b>	Community Housing Resource Board	\$0	\$30,000	<b>\$16,312</b>
	<b>PS - 4</b>	Easter Seals - PLAY Project	\$0	\$25,175	<b>\$25,175</b>
	<b>PS - 5</b>	Family Service, Inc.	\$0	\$30,000	<b>\$25,000</b>
	<b>PS - 6</b>	Friendship House	\$0	\$15,000	<b>\$15,000</b>
	<b>PS - 7</b>	Interfaith Hospitality Network	\$0	\$30,000	<b>\$30,000</b>
	<b>PS - 8</b>	Tree Program	\$0	\$30,000	<b>\$0</b>
<b>Total Funded (includes projects not listed):</b>			<b>\$123,986</b>	<b>Total Requested: \$220,175</b>	<b>\$141,487</b>

*CDBG / HOME FY 2010-2011*











# PROJECT SUMMARIES

## Housing and Neighborhood Activities

FY2010-2011

#	Organization Name	Project Name	\$ Requested
<b>HN-01</b>	<b>City of Billings</b>	<b>CDBG Administration</b>	<b>\$175,000</b>
<p><i>General CDBG administration expenditures and salary and benefits for Community Development Block Grant (CDBG) Program. CDBG resources also provide the resources for administration of other grants related to community development received by the City.</i></p>			
<b>HN-02</b>	<b>City of Billings</b>	<b>HOME Administration</b>	<b>\$65,000</b>
<p><i>General HOME administration expenditures and salary and benefits for the HOME Program Coordinator.</i></p>			
<b>HN-03</b>	<b>City of Billings</b>	<b>Professional Services</b>	<b>\$20,000</b>
<p><i>Funding is requested for professional services to assist the Community Development Division in contracting needed services to manage the Division, including: management support for the AmeriCorps Volunteers in Service to America (VISTA) project; grantee sub-recipient monitoring, and other audit functions as recommended by U.S. Department of Housing and Urban Development and the Community Development Division staff.</i></p>			
<b>HN-04</b>	<b>City of Billings</b>	<b>Housing Rehabilitation</b>	<b>\$300,000</b>
<p><i>Housing rehabilitation assistance is available to low and moderate income homeowners. This program is intended to revitalize established neighborhoods and improve the City's affordable housing stock by providing financing options to eligible homeowners. The Low Interest Loans provide an affordable home improvement financing options for homeowners who are at or below 80% of the area median income. The Deferred Loans are intended for very low-to-low income applicants (below 60% of the area median income).</i></p>			
<b>HN-05</b>	<b>City of Billings</b>	<b>Affordable Housing Development</b>	<b>\$300,000</b>
<p><i>The Affordable Housing Support program provides grants or deferred loans as gap financing to developers for affordable housing projects. These projects can range from multi-family apartments to single-family developments.</i></p>			
<b>HN-06</b>	<b>City of Billings</b>	<b>First Time Homebuyer Program</b>	<b>\$500,000</b>
<p><i>Assists low to moderate income first time home buyers with down payment and closing costs. Assistance is based on household size and income.</i></p>			
<b>HN-07</b>	<b>City of Billings</b>	<b>Community Housing Development Orgs</b>	<b>\$82,000</b>
<p><i>A minimum of 15% of the HOME annual allocation is required by HUD to be reserved for Community Housing Development Organizations (CHDOs) for new housing development activities.</i></p>			
<b>HN-08</b>	<b>City of Billings</b>	<b>Minor Home Repair Program</b>	<b>\$100,000</b>
<p><i>The City of Billings offers a Minor Home Repair Program for low and very low income homeowners. This program is intended to revitalize established neighborhoods and preserve the existing affordable housing stock through the completion of emergency repairs to stick built homes and essential repairs to mobile/ manufactured housing.</i></p>			
<b>HN-09</b>	<b>City of Billings</b>	<b>Paint Program</b>	<b>\$10,000</b>
<p><i>Funds will be used to assist up to 5 low-income homeowners with exterior painting projects to their owner-occupied stick built or mobile / manufactured homes. The maximum assistance for supplies and labor for each project is \$2,000 and will incorporate the use of lead-safe work methods if needed.</i></p>			
<b>HN-10</b>	<b>Living Independently for Today and Tomorrow</b>	<b>Wheelchair Ramps</b>	<b>\$12,500</b>
<p><i>Funding would be used to utilize licensed contractors to build wheelchair ramps in the Billings city limits for people with limited mobility thus increasing their independence and access in their homes and communities.</i></p>			

#	Organization Name	Project Name	\$ Requested
<b>HN-11</b>	<b>Rebuilding Together Yellowstone County</b>	<b>Rebuilding Together - 2010 Projects</b>	<b>\$10,000</b>
	<i>Rebuilding Together preserves affordable housing by making minor home repairs, including weatherization, replacement of windows, removal of health and safety hazards, and replacement furnaces – to families who are low income and who are homeowners.</i>		
<b>HN-12</b>	<b>Housing Authority of Billings</b>	<b>Section 8 Deposit Assistance</b>	<b>\$15,000</b>
	<i>Funds will provide security deposit grants to Section 8 participants in need of security deposit assistance to secure housing. Tenants are required to contribute 50% of the deposit of their own funding.</i>		
<b>HN-13</b>	<b>City of Billings</b>	<b>Property Management</b>	<b>\$20,000</b>
	<i>Funds will be used to pay existing SIDs and maintain weeds and snow on property previously acquired through the CDBG Program. These properties are primarily located along South 27th Street, the Kings Green Subdivision and the Neighborhood Stabilization Program for property management.</i>		
<b>HN-14</b>	<b>City of Billings</b>	<b>Special Assessment Grants Program</b>	<b>\$50,000</b>
	<i>Funds will be used to provide grant funds to lower income households impacted by Special Improvement District assessments for public improvements in lower income areas, such as curb, gutter &amp; sidewalk projects. As Special Improvement Districts are formed and assessed to property taxes, these funds are utilized to pay off SIDs for lower income residents.</i>		
			<b>\$1,659,500</b>



# PROJECT SUMMARIES

## Public Service Activities

FY2010-2011

#	Organization Name	Project Name	\$ Requested
<b>PS-1</b>	<b>Big Sky Senior Services</b>	<b>Prevention of Elder Abuse</b>	<b>\$30,000</b>
<i>CDBG funds will be used to pay for part of the salary of our social workers, who provide investigative and case management services. They also connect elders and developmentally disabled adults with other services in our community, and function as representative payees.</i>			
<b>PS-2</b>	<b>Big Sky Senior Services</b>	<b>Senior Helping Hands</b>	<b>\$30,000</b>
<i>Provide assistance to the low-income seniors currently on a waiting list, including homemaking, meal preparation, shopping, laundry, bathing/personal hygiene, and home safety inspections to help them remain in their homes, living independently for as long as possible.</i>			
<b>PS-3</b>	<b>Community Housing Resource Board</b>	<b>Fair Housing Education and Outreach</b>	<b>\$30,000</b>
<i>Funds will be spent on direct services to consumers in the form of workshops and distribution of fair housing materials, on preparation and distribution of fair housing materials including PSA's and news articles, and on data collection activities designed to create a community-wide picture of fair housing issues in the community.</i>			
<b>PS-4</b>	<b>Easter Seals - Goodwill Northern Rocky Mtn</b>	<b>Pediatric Therapy and PLAY Project</b>	<b>\$25,175</b>
<i>To help low-income children with autism and other disabilities receive occupational therapy, speech therapy and in-home PLAY (Play and Language for Autistic Youngsters) autism intervention.</i>			
<b>PS-5</b>	<b>Family Service, Inc.</b>	<b>Rent &amp; Utility Assistance</b>	<b>\$30,000</b>
<i>Assisting low-income families with past due portions of rent / mortgage &amp; utilities to avoid eviction and utility shutoff which allows families to be able to stay in their homes. All granted funds (100%) will be applied to and restricted for direct service program.</i>			
<b>PS-6</b>	<b>Friendship House of Christian Service</b>	<b>Summer Enrichment Program</b>	<b>\$15,000</b>
<i>The Summer Enrichment Program (SEP) is a comprehensive, youth development program that serves disadvantaged children ages 4-12 living in Billings' South Side neighborhood, as well as the homeless children living in the Women's &amp; Family Shelter and enrolled in the Interfaith Hospitality Network. Funds will be used to defer costs associated with operating the program such as fees for enrichment activities, supplies, transportation expenses, and staff wages.</i>			
<b>PS-7</b>	<b>Interfaith Hospitality Network</b>	<b>Shelter Assistance Program</b>	<b>\$30,000</b>
<i>To ensure long-term success as IHN clients are placed into permanent housing, there is a need to subsidize rent, to make deposits with landlords, and to place deposits with utility companies. This proposal will provide the "gap" that families can afford to pay (based on 30% of AMI for rent), and will also assist in the required deposits. These funds will assist homeless families in finding safe, sanitary, and adequate housing once they have completed the network's 8-week program – or upon completion of their 12 month lease agreement with the "Housing First" Transitional Housing project.</i>			
<b>PS-8</b>	<b>City of Billings</b>	<b>Tree Planting &amp; Removal Program</b>	<b>\$30,000</b>
<i>Assistance to low income homeowners with a dangerous or diseased tree on their property. This program is available to help pay for the cost of tree trimming and /or removal. For those homeowners interested in replacing a tree, a matching grant may be available. This program can be used in conjunction with the Minor Home Repair and the Housing Rehabilitation programs.</i>			
			<b>\$220,175</b>

Date: 04/26/2010

**TITLE: Continued Public Hearing and Resolution approving the sale of lots 7&8, block 53 Fosters Addition to Stockman Bank**

**PRESENTED BY:** Tina Volek

**Department:** City Hall Administration

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### 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 an option for the City to purchase the lots north of the Library, also through the end of 2016, if the Board's plan proposes expanding parking or building in that direction or for other reasons such as increased property line setback. The City Council opened the public hearing at its April 12 meeting. Staff requested and the Council approved continuing the public hearing and tabling action until the April 26 meeting. The two week delay allows staff and Stockman Bank to ensure that the agreement meets all parties' needs.

#### **ALTERNATIVES ANALYZED**

The City Council may:

- Reopen the hearing and approve the resolution to sell the property to Stockman Bank.
- Reopen 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 an option to purchase two lots from Stockman Bank in the future.

#### **APPROVED BY CITY ADMINISTRATOR**

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### Attachments

Link: [Agreement](#)

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# **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 ("Stockman") and, **City of Billings**, P.O. Box 1178, Billings, MT 59101-1178 ("City").

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, Stockman agrees to purchase, and City 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 City's acceptance of this Agreement, Stockman 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 Stockman at time of closing.

**SPECIAL PROVISIONS:** City, in City's sole discretion, has the right to exercise the following Special Provisions, however City can only exercise paragraph (2) or paragraph (3) not both:

- (1) Stockman agrees to trade the Property back to City, upon City's commitment to build a parking structure (the "Structure") on the Property. This exchange will be referred to as the "Trade".
  - a. Stockman shall transfer the Property back to City upon City advertising bids for construction of the Structure.
  - b. Stockman 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 Stockman due to the Trade, over and above the 10%, shall be purchased by City for cash at fair market value at time of Trade.
  - c. Additionally, Stockman 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 Stockman's building at 402 N. Broadway as possible.
  - e. If City fails to begin construction of the Structure within nine (9) months of the Trade, then City must immediately transfer the Property back to Stockman. Any cash paid to Stockman in the Trade shall immediately be returned to City. Likewise, any agreements executed in furtherance of the Trade shall become null and void after City returns the Property to Stockman.
  - f. This Provision shall be added as a deed restriction and expire on December 31<sup>st</sup>, 2016.

- (2) Stockman agrees to trade the Property back to City 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. Stockman shall transfer the Property back to City upon City advertising bids for construction of the new Library.
  - b. In return for the Property, Stockman shall receive similar property (the "Replacement Property"), with like improvements, located within five hundred (500) feet of Stockman's building at 402 N. Broadway.
  - c. The term "necessary" is defined as locating any portion of the new Library, reasonable landscape for the new Library, and/or parking adjoining the new Library on the Property.
  - d. If City fails to begin construction of the new Library within nine (9) months of reacquiring the Property, then City must immediately transfer the Property back to Stockman. Stockman shall immediately transfer the Replacement Property back to City. Any cash exchanging hands in furtherance of this transaction shall immediately be returned to the paying party and all further obligations under this Agreement shall be extinguished.
  - e. This Provision shall be added as a deed restriction and expire on December 31<sup>st</sup>, 2016.
- (3) Stockman agrees to grant City an option to trade for Stockman'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. If City, in City's sole discretion, exercises this option to trade:
    1. Stockman shall receive Lots 09 and 10, Block 053, of Foster's Addition in return for the North Lots. These lots and the North Lots shall all be free and clear of all liens and encumbrances at time of trade.
    2. To exercise this option City must notify Stockman in writing at least sixty (60) days in advance of the trade of City's intention to exercise this option.
  - b. Stockman agrees that all property acquired under this paragraph (3) shall be subject to the Special Provisions paragraph (1), the same as and in addition to the Property.
  - c. If Stockman offers to sell the North Lots to a third party prior to City exercising its option, and before expiration of this sub-paragraph as set forth in d. below, then City shall have first right of refusal to purchase the North Lots.
  - d. This Provision shall survive closing, and expire on December 31<sup>st</sup>, 2016 or when Stockman sells the North Lots, whichever is earlier.

**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. Stockman and City 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: Stockman shall have possession of the Property upon completion of the closing.

CONVEYANCE: City 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: City 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 City at or prior to closing. City 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: City 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, City 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: City shall maintain the Property in the same or better condition as existed at the effective date of this Agreement, normal wear and tear excepted. City shall bear the risk of loss between the effective date of this Agreement and the time title is transferred to Stockman.

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 City shall be deducted from City’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 Stockman'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 City's title is not merchantable and cannot be made merchantable before the stated closing date, THIRTY (30) ADDITIONAL DAYS SHALL BE ALLOWED FOR CITY TO MAKE

SUCH TITLE MERCHANTABLE. Encumbrances to be discharged by City shall be satisfied prior to closing or from City's proceeds at time of closing. City shall provide said Commitment within ten (10) days of signing this Agreement.

TAXES AND ASSESSMENTS: City and Stockman 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 City accepts the offer contained in this Agreement, but fails to timely close as required by this Agreement, Stockman may:

1. Demand immediate repayment of all monies that Stockman has paid as earnest money, and upon the return of such money the rights and duties of Stockman and City under this Agreement shall be terminated; and/or
2. Demand that City specifically perform City's obligations under this Agreement; and/or
3. Demand that City pay monetary damages for City'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 City accepts this Agreement and satisfactorily performs but Stockman fails to timely close as required hereunder, then City may:

1. Declare the earnest money paid by Stockman forfeited; and upon such forfeiture the rights and duties of Stockman and City under this Agreement shall be terminated; and/or
2. Demand that Stockman specifically perform Stockman's duties and obligations under this Agreement; and/or
3. Demand that Stockman pay monetary damages for Stockman'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.

STOCKMAN'S AND CITY'S CERTIFICATION: By entering into this Agreement, each person 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 City and Stockman, and supersedes any other written or oral agreements between City and Stockman. This Agreement can be modified only in writing, signed by City and Stockman.

**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 City:                    Bruce McCandless  
   City of Billings  
   P.O. Box 1178  
   Billings, MT 59101-1178  
   Fax (406) 657-8390

If to Stockman:            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, Stockman and City hereby execute this Agreement to purchase and

sell.

**STOCKMAN BANK OF MONTANA**

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By: William E. Coffee  
Title: Chief Executive Officer  
Date: April \_\_\_\_\_, 2010

**CITY OF BILLINGS**

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By: Tom Hanel  
Title: Mayor  
Date: April \_\_\_\_\_, 2010

**PARMLY BILLINGS LIBRARY**

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By: Tony Hines  
Title: Board Chair  
Date: April \_\_\_\_\_, 2010

**PARMLY BILLINGS LIBRARY**

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By: Bill Cochran  
Title: Library Director  
Date: April \_\_\_\_\_, 2010