

CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

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

AGENDA

COUNCIL CHAMBERS

June 28, 2010

6:30 P.M.

CALL TO ORDER – Mayor Hanel

PLEDGE OF ALLEGIANCE – Mayor Hanel

INVOCATION – Councilmember McFadden

ROLL CALL

MINUTES: June 14, 2010

COURTESIES - Victim Witness Advocate of the Year Award presented by Attorney General Steve Bullock

PROCLAMATIONS - None

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. Airport Terminal Building Ceiling Tile Replacement** (Opened 6/15/2010)
Recommend Empire Lath and Plaster; \$114,952.
- 2. Taxiway A East Realignment** (Opened 6/15/2010) Recommend Riverside Sand and Gravel; \$1,473,310.25.
- 3. W.O. 10-11, WTF High Service Pump Station H2-1 Pump Replacement** (Opened 6/15/2010) Recommend Star Service; \$866,900.
- 4. W.O. 09-06 On-Street Bike Lanes** (opened 6/1/10) (delayed until 6/28/10).
Recommend High Mark Traffic Services, Inc.; \$96,665.

- B. Contract for Professional Services** for W.O. 10-12, Low Service Pump Station 1 Upgrade; HDR Engineering, Inc.; amount not to exceed \$329,100.
- C. Amendment #10, W.O. 04-12, Alkali Creek Road Maintenance and Slope Reconstruction**, Professional Services Contract, Kadrmass, Lee & Jackson, Inc., \$59,300.
- D. Approval** of hourly rate increase with Guardian Security for Library guard service from \$16.75 to \$17.25; 3-year agreement approved on 6/23/08 included annual hourly rate negotiation.
- E. Approval of Pre-Development Loan Agreement** with homeWORD for facilitation of affordable housing development activities; \$25,000.
- F. Consultant Agreement** with Ed Bartlett for Legislative Lobbying Services; 7/1/2010 - 6/30/2012; estimated cost to the City - \$72,100.
- G. Approval** of 5-year lease with Yellowstone County Museum Foundation for storage area in the basement of Building IP-9, Airport Business Park, (7/1/2010 - 6/30/15), Revenue first year - \$3,761.03; revenue subsequent years adjusted annually using the Consumer Price Index for all Urban Consumers (CPI-U).
- H. Approval** of the Assignment and Transfer of the West End Hangar Ground Lease from John M. and/or Marcia A. Nash to Michael J. Cryder.
- I. Approval** of Downtown Revolving Loan Fund term modifications for Babcock, LLC, deferring payment of the full amount due from the due date of June 1, 2010, to September 1, 2010.
- J. Approval** of Downtown Revolving Loan Fund term modifications for Venture Theatre deferring principal payments beginning February 1, 2010, to January 1, 2011, and extending the loan payment period from March 1, 2015, to March 1, 2016.
- K. Approval** of the purchase of telephone system upgrades from Black Box Network Services, \$134,856.91.
- L. Street Closures:**
 - 1. Gold Wing Road Riders**, (A) evening motorcycle parade, June 20, 2010, assembling at 9:30 p.m. at the Faith Evangelic Church, 3145 Sweetwater, traveling north on 32nd/Zimmerman Trail to Hwy 3, east on Hwy 3 to a u-turn at Rod & Gun Club Road, west on Hwy 3, south on Zimmerman Trail, left on Central Avenue to Paciugo's at 3429 Central Avenue. (B) street closure on North 19th between 6th and 7th Avenues North, July 21, 2010, 9:00 a.m. to 4:00 p.m., for drill team performance.
 - 2. Harvest Church Freedom 5K Fun Run**, July 3, 2010, 7:30 a.m. to 11:00 a.m.; commencing at Harvest Church and proceeding northwest on West Wicks Lane, east on Matador, south on Vesca Way, east on Sierra Grande Boulevard, south on Fantan Street, west on West Wicks Lane, ending at Harvest Church.

- M. Approval** of temporary closure of Phipps Park over the 4th of July holiday (7/2/10 through 7/5/10).
- N. Resolution of Intent to Create** SID 1391, Improvements to Lynn Avenue between 35th & 36th Streets West (street, curb & gutter), and set a public hearing date for July 26, 2010.
- O. Resolution** closing Special Improvement/Sidewalk Bond Debt Funds to SID Revolving Fund.
- P. Second/final reading ordinance** imposing a Customer Facility Charge for car rentals at the airport; approximate annual revenue - \$780,000.
- Q. Final Plat Approval** - Trail West Subdivision, 1st Filing.
- R. Cancellation** of Checks and Warrants, \$25,583.23
- S. Bills and Payroll:**
 - 1. May 28, 2010
 - 2. June 4, 2010

REGULAR AGENDA:

- 2. PUBLIC HEARING AND RESOLUTION** approving and adopting Fourth Quarter Budget Amendments for Fiscal Year 2009-2010. Staff recommends approval. (**Action:** approval or disapproval of staff recommendation.)
- 3. PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE #864:** A zone change from Community Commercial (CC) to Highway Commercial (HC) to allow the expansion of a limited pharmaceutical manufacturing facility on Lot 1, Block 1, North Pointe Square Subdivision, First Filing, located at 2408 Main Street in the Billings Heights. Cody Family, LLC, applicant; Ernie Dutton, agent. Zoning Commission recommends approval of the zone change and adoption of the determinations of the 12 criteria. (**Action:** approval or disapproval of Zoning Commission recommendation.)
- 4. PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE #865:** A text amendment to Section 27-1505(f) of the Billings, Montana City Code (BMCC) regulating the procedures of the Board of Adjustment when requests for zoning variances have been denied. Zoning Commission recommends approval. (**Action:** approval or disapproval of Zoning Commission recommendation.)
- 5. PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE #866:** A zone change request from Residential 7,000 (R-70) to Residential Professional (RP) on the east 90 feet of Lot 10, Block 2, Justiss Subdivision, located at 2320 Rosebud Drive. John & Paula Lambrecht, owners. Zoning Commission recommends approval and adoption of the determinations of the 12 criteria. (**Action:** approval or disapproval of Zoning Commission 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: 06/28/2010

TITLE: Bid Award of the Airport Terminal Building Ceiling Tile Replacement Project**PRESENTED BY:** Tom Binford**Department:** Aviation & Transit

Information**PROBLEM/ISSUE STATEMENT**

The Airport Terminal Building Ceiling Tile Replacement Project, included in the City's Capital Improvement Program, will replace the ceiling tiles in the baggage claim, ticketing and security screening lobby areas of the Airport's Terminal Building. The ceiling tiles in these areas are 17 years old and have been vacuum cleaned on several occasions. The tiles have discolored with age, and over the years have also been damaged from roof leaks, fire alarm upgrades, and the supports needed to hang the large airplane, kite, and flag exhibits that have been displayed in the Terminal Building. This project will clean the existing tile grid system and replace the existing tiles with new fire rated 2' x 2' x 3/4" ceiling tiles. To ensure that some portion of the Terminal's ceiling tiles would be replaced depending on the bid prices, the Airport requested a base bid with four additives. The base bid included the Baggage Claim area and Screening Area Lobby. Alternative One was the ceiling area in the corridor between baggage claim and ticketing. Alternative Two included the high ceiling area in the ticketing area, and Alternative Three was the lower ceiling in ticketing. Alternative Four included the second floor mezzanine area. This project was advertised in the *Billings Times* for two weeks, and was posted on the City's Web Site. On June 15, 2010, the following bids for this project were received:

CONTRACTOR	BID + ADDITIVES 1-4
Empire Lath and Plaster	\$114,952
Indoor Air Technologies	\$177,805
Yellowstone Acoustics	\$220,540
Matco Acoustics, Inc.	\$231,581
ESTIMATE	\$149,000

Staff contacted Empire Lath and Plaster by phone after the bid to discuss the large price discrepancy of their bid to the other bids. On Thursday, June 17, 2010, staff met with representatives of Empire Lath and Plaster and reviewed the scope of work and performed a walk through of the project site, and they agreed to do the project at their bid price if the Airport would do the base bid project and all Alternatives. Given the favorable pricing, Airport staff believes this would be a good option for the Airport as it would complete the entire ceiling on the public side of screening. Additionally, Empire Lath and Plaster is a product supplier of the specified tile so they have better pricing on the ceiling product. They also performed the original ceiling tile installation during the Airport Terminal Renovation project in 1993, and have familiarity with the project that the other vendors would not.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the award of the Airport Terminal Building Ceiling Tile Replacement Project; or
- Decline to approve the award of the Airport Terminal Building Ceiling Tile Replacement Project, reject all bids, and not complete the project at this time.

FINANCIAL IMPACT

The total cost of this project for the base bid and all Alternatives is \$114,952. The source of the funds for this project are budgeted and available in the Department's Capital Improvement fund.

RECOMMENDATION

Staff recommends that City Council approve the award of the Airport Terminal Building Ceiling Tile Replacement Project to the low bidder, Empire Lath and Plaster, for the amount of \$114,952.

APPROVED BY CITY ADMINISTRATOR

Date: 06/28/2010

TITLE: Bid Award for Airport Improvement Program (AIP) 38 Project, Taxiway A East Realignment**PRESENTED BY:** Tom Binford**Department:** Aviation & Transit

Information**PROBLEM/ISSUE STATEMENT**

The Airport Improvement Program (AIP) 38 project, Taxiway A East Realignment, included in the City's Capital Improvement Program, will realign the eastern most section of Taxiway A, beginning at the intersection of Taxiway B to the intersection with Runway 28R, where the taxiway ends. This portion of the existing Taxiway A does not meet Federal Aviation Administration (FAA) runway/taxiway separation criteria. Additionally, there is a dirt hillside that is an obstruction for large aircraft taxiing on this end of Taxiway A that must be excavated. This project will remove 950 feet of the asphalt and gravel base material of the existing Taxiway A, excavate the hillside to provide clearance, and realign and rebuild the east end of Taxiway A. This project will also install new taxiway lights. The excavated material from this project will be recycled for use on the Airport's perimeter road system. The new realigned east end of Taxiway A will then comply with FAA separation requirements with Runway 28R. This project was advertised in the *Billings Times* and was posted on the City's Web Site. On June 15, 2010, the following bids on this project were received.

CONTRACTOR	BID
Riverside Sand & Gravel	\$1,473,310.25
Knife River-Billings	\$1,512,441.55
ESTIMATE	\$1,700,000.00

ALTERNATIVES ANALYZED

The City Council may:

- Approve the award of Taxiway A East Realignment project; or
- Decline to approve the award of Taxiway A East Realignment project, reject all bids, and not complete the project at this time.

FINANCIAL IMPACT

The total cost of this project is \$1,473,310.25, and is funded with a 95% FAA AIP entitlement grant and a 5% local match. The FAA portion is \$1,399,644.74, and the City's match is \$73,665.51. Local match funds are budgeted and available in the Airport's Capital account.

RECOMMENDATION

Staff recommends that City Council approve the award of the AIP 38 project, Taxiway A East Realignment, to the low bidder Riverside Sand & Gravel, for the amount of \$1,473,310.25.

APPROVED BY CITY ADMINISTRATOR

Date: 06/28/2010

TITLE: W.O. 10-11 Bid Award for Water Treatment Facility High Service Pump Station H2-1 Pump Replacement**PRESENTED BY:** David Mumford**Department:** Public Works

Information**PROBLEM/ISSUE STATEMENT**

Bids were received and evaluated for W.O. 10-11 WTF High Service Pump Station H2-1 Pump Replacement June 15, 2010. The purpose of this project is to replace an aging pump and equipment that is not efficient and may become unreliable. The existing H2-1 Pump was installed in 1977 and is one of the main pumps at the Water Treatment Facility with a pumping capacity of 21.2 million gallons per day. This project includes replacement of the High Service Pump H2-1, motor, discharge isolation valve, pump control valve, and associated piping.

Only one bid was received on this project. The contractor who provided the bid and would perform the work has successfully completed several projects with the City. The bid was lower than the engineer's estimate. Staff is confident that recommending approval of this bid is in the best interest of the City.

ALTERNATIVES ANALYZED

The Council may:

- Award the contract for W.O. 10-11 to Star Service in the amount of \$866,900.00; or
- Reject all bids and do not award the contract for W.O. 10-11

FINANCIAL IMPACT

Funding for this project is from water revenues. The City received one bid for this project as follows:

<u>Project Costs</u>	<u>Bids</u> -
Engineers Estimate	\$1,121,000.00
Star Service	\$866,900.00

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

W.O. 10-11 WTF High Service Pump H2-1 Pump Replacement

2010 Water Revenue	\$1,108,000.00
HDR Engineering	\$75,600.00
Contract Amount (This Memo)	\$866,900.00
Remaining Funds	\$165,500.00

RECOMMENDATION

Staff recommends that Council award Star Services's bid for Work Order 10-11 WTF High Service Pump Station H2-1 Pump Replacement in the amount of \$866,900.00.

APPROVED BY CITY ADMINISTRATOR

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Date: 06/28/2010

TITLE: W.O. 09-06: On-Street Bike Lanes Bid Award

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Bids were received for W.O. 09-06 On-Street Bike Lanes on June 1st, 2010. This project is a CTEP funded project that has been through the appropriate CTEP project development standards. The project consists of the construction of approximately 6.5 miles of bike lane striping and the corresponding signage. The project will be spread across the following six corridors:

1. Briarwood Boulevard from Blue Creek Rd. to Cardiff Rd.
2. Nutter Boulevard from Hilltop Rd. to Tam O'Shanter Rd.
3. Poly Drive from 13th St. W. to 32nd St. W.
4. 6th Avenue South from S. 27th St. to S. 34th St.
5. South 28th Street from 2nd Ave. S. to 11th Ave. S.
6. North 30th Street from 6th Ave. N. to 12th Ave. N.

ALTERNATIVES ANALYZED

The Council may:

- Award the contract W.O. 09-06 to High Mark Traffic Services, Inc. in the amount of \$179,472.00; or
- Reject all bids and do not award contract for W.O. 09-06

FINANCIAL IMPACT

The City received two (2) bids for this project as follows:

Engineer's Estimate: \$174,320.00
High Mark Traffic Services, Inc.: \$179,472.00
Arrow Striping & Manufacturing, Inc.: \$191,726.10

The following is a breakdown of the project funding sources available:

CTEP: \$97,186
Gas Funds: \$15,064
Total: \$112,250

The PCC recently (June 15th meeting) approved the allocation of an additional \$80,000 of CTEP funds to construct this project. This will increase the project funding sources to the following:

CTEP: \$177,186
Gas Funds: \$27,464
Total: \$204,650

RECOMMENDATION

Staff recommends that the Council award the bid for W.O. 09-06 On-Street Bike Lanes to High Mark Traffic Services, Inc. in the amount of \$179,472.00.

APPROVED BY CITY ADMINISTRATOR

Date: 06/28/2010

TITLE: W.O. 10-12 Contract for Professional Services for Water Treatment Facility Low Service Pump Station 1 Upgrade

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Staff requests that the City Council approve a Contract for Professional Services with HDR Engineering, Inc. to provide engineering design for W.O. 10-12, Low Service Pump Station 1 Upgrade. The purpose of this project is to increase the pumping capacity to match the rest of the pretreatment facilities by adding an additional pump and wetwell. The project will also include a new superstructure and a new inlet channel. HDR Engineering, Inc. was selected for this work based on City staff review of project proposals submitted by prequalified firms.

ALTERNATIVES ANALYZED

The Council may:

- Approve the Engineering Contract for HDR Engineering, Inc.; or
- Do not approve the Engineering Contract with HDR Engineering, Inc.

FINANCIAL IMPACT

Funding for the design and construction of this project has been approved in the CIP (FY '10 \$2,335,000.00) and is from water revenues.

RECOMMENDATION

Staff recommends that Council authorize the Mayor to sign a contract for professional services with HDR Engineering, Inc. for W.O. 10-12, Low Service Pump Station 1 upgrade in the amount not to exceed \$329,100.00.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [W.O. 10-12 Contract](#)

Contract for Professional Architectural and Engineering Services

W.O. 10-12 WTF Low Service Pump Station 1 Upgrade

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

Part I, consisting of 15 Sections of Special Provisions;

Part II, consisting of 11 Sections of General Provisions;

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

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

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

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

Appendix E consisting of 1 pages (Project Schedule);

Appendix F consisting of 2 pages (Certificate(s) of Insurance); and

PART I SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

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

Section 2. Scope of Services.

- A. The Consultant shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.
- B. Billings shall pay the Consultant in accordance with Section 4.
- C. Billings shall not allow any claim for services other than those described in this Section. However, the Consultant may provide, at its own expense, any other services that are consistent with this Contract.

- D. The Consultant shall provide hard copy as-built drawings and in digital pdf and Autocad format, as approved by the City of Billings, to the Administrator within 30 days after the project completion date. Final payment will be withheld until the as-built drawings are received by the City of Billings.
- E. The Consultant shall provide certified construction payrolls to the Administrator stating in writing that the payrolls have been reviewed and are acceptable.

Section 3. Time for Performance.

- A. This Contract becomes effective when signed on behalf of Billings.
- B. The Consultant shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
- C. This Contract shall terminate at midnight on October 15, 2011.

Section 4. Compensation; Method of Payment.

- A. Subject to the Contractor's satisfactory performance, Billings shall pay the Contractor no more than Three Hundred Twenty-Nine Thousand One Hundred and no/100 dollars (\$329,100.00) in accordance with this Section and Appendix B.
- B. Each month, or at the conclusion of each phase of the Work for which payment is due, as negotiated on a per-task basis, the Consultant shall present a bill to the Administrator describing the Work for which it seeks payment and documenting expenses and fees to the satisfaction of the Administrator. If any payment is withheld because the Consultant's performance is unsatisfactory, the Administrator must, within ten (10) days of the payment denial, notify the Consultant of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why. Billings will pay Contractor for all services provided not under dispute in the invoice. Billings will pay Consultant within 30 days of receiving an acceptable invoice.

Section 5. Termination of the Consultant's Services.

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

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

Section 6. Duties Upon Termination

- A. If Billings terminates the Consultant's services for convenience, Billings shall pay the Consultant for its actual costs reasonably incurred in performing before

termination and Billings shall pay for services rendered prior to termination. Payment under this Subsection shall never exceed the total compensation allowable under Section 4 of this Part. All finished and unfinished documents and materials prepared by the Consultant shall become the property of Billings.

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

Section 7. Insurance.

- A. The Consultant shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Consultant shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.
- B. The Consultant shall provide the following insurance:
 - 1. Workers' compensation and employer's liability coverage as required by Montana law.
 - 2. Commercial general liability, including contractual and personal injury coverage's -- \$1,500,000 per occurrence.
 - 3. Commercial automobile liability -- \$1,500,000 per accident.
 - 4. Professional liability in the amount of \$1,500,000 per claim.
- C. Each policy of insurance required by this Section shall provide for no less than 30 days' advance notice to Billings prior to cancellation.

- D. Billings SHALL be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies. In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

Section 8. Assignments.

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

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

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

Section 10. Notices.

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

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

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

Consultant: Craig Habben, P.E.
6300 South Old Village Place
Suite 100
Sioux Falls, South Dakota 57108

e-mail: craig.habben@hdrinc.com
FAX: (605) 977-7747

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

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

Section 13. Financial Management System.

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

- A. Provides accurate, current, and complete disclosure of all financial transactions relating to the Contract;
- B. Maintains separate accounts by source of funds for all revenues and expenditures and identifies the source and application of funds for the Consultant's performance under this Contract, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays and income;
- C. Effectively controls and accounts for all municipal funds and Contract property;

- D. Compares actual expenditures with budgeted amounts and relates financial information to performance or productivity data including unit cost information where applicable;
- E. Allocates administrative costs to direct service delivery units;
- F. Minimizes the time between receipt of funds from Billings and their disbursement by the Consultant;
- G. Provides accounting records supported by source documentation; and
- H. Provides a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

The Consultant may enter into subcontracts for professional services necessary for the performance of this Contract, provided:

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

PART II GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

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

Section 3. Permits, Laws, and Taxes.

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

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

Consultant: Department Manager
(title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

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

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

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

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

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

City of Billings

HDR Engineering, Inc.

City Council or Designee

Name: Amanda B. McInnis

Title: Department Manager

Date: _____

Date: _____

ATTEST:

IRS Tax ID # 47-0680568

City Clerk

APPROVED AS TO FORM:

Date: _____

By _____

BRENT BROOKS, City Attorney

STATE OF MONTANA)
 :ss.
COUNTY OF MISSOULA)

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

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

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

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

Appendix A

Basic Services of Engineer

Section 1. Engineer's Rights and Duties.

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

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

Section 2. Billings Rights and Duties.

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

Section 3. Scope of Work.

The Engineer shall perform the work tasks outlined within this agreement for W.O. 10-12—WTF Low Service Pump Station 1 Upgrade.

The program consists of engineering services for the City of Billings Water Treatment Facility (WTF) Low Service Pump Station 1 Upgrade. Included in the program are project startup, planning, preliminary design, final design, bid administration services, and construction and inspection services. The program is based on expansion of Low Service Pump Station 1 to include a fifth pump, a new superstructure and a new inlet channel.

The project consists of the following facility components and improvements at the Billings WTF:

- ◆ **Provide Engineering Services for Expansion of the LSPS 1, a new superstructure and a new inlet channel. Project construction will include:**
 - Demo existing metal building structure, lighting and ventilation equipment.
 - Demo inlet gates from Intake Channel 1 to pump wet wells where gates are hydraulically limiting
 - Expand existing substructure to provide a fifth wet well for a fifth pump. Scope is based on providing drilled piers to support new inlet channel and superstructure.
 - Provide new inlet channel that will feed all five pumps and include a trash rack similar to existing racks.
 - Enlarge existing inlet gates as required to match hydraulic capacity of associated pumps
 - Fill in existing pipe penetrations as required
 - Connect discharge piping from Screening Building to Inlet Channel.
 - Provide ability for water to flow directly from Intake Channel 1 to new Inlet Channel
 - Provide superstructure with precast walls utilizing sandwich panels and a roof that utilizes hollow core panels. Architecture will be compatible with other buildings on the plant site. Superstructure includes:
 - Separate electrical room
 - Access doors
 - Construction materials to handle wet atmosphere
 - Means for pump removal
 - HVAC systems designed to handle requirements of wet areas. Louvers will include filters.
 - Sequence construction to allow new facilities to be built during low demands

- Existing air conditioning system will be used in new facility if adequately sized for new VFD.
 - Design will be based on Intake Channel 1 being taken out of service during construction and any cofferdams and dewatering required will be designed by the contractor.
 - No modifications or changes to existing pumps are included
- ◆ **Provide Design Services for new electrical service for new pump and building which is included:**
- Provide 480 volt VFD to drive new pump
 - Provide power to new VFD from existing MCC
 - Include backup power provisions designed in the Backup Power Phase II project.
 - Provide lighting and house power for new building
 - Scope is based on building power feed and existing MCC being large enough and MCC will be left in place as well as existing VFDs
- ◆ **Provide Design Services for site work associated with LSPS 1 Upgrade which is included:**
- Provide piping connections for discharge of new pump to existing pipe connecting to filters
 - Provide relocation of buried electrical conduits and service, as required
 - Provide relocation of natural gas service, as required
 - Provide site grading to accommodate expanded building
- ◆ **Provide Design Services to upgrade the plant SCADA system to incorporate disinfection system equipment automation and monitoring which is included:**
- Provide communication provisions for new VFD to existing SCADA system
 - Provide relocation of primary elements and transmitters as required for replacement of the existing superstructure
 - City will provide programming changes and any additions to SCADA screens
- ◆ **Permitting and Environmental Services**
- Assistance will be provided to the City for obtaining building permit.
 - No other permitting or environmental related services are included.

DETAIL SCOPE OF SERVICES

The scope of services that will be utilized on the Billings WTF project is presented in the summaries for Tasks 100 through 500. The scope of services is organized as follows:

<u>Task Series</u>	<u>Description</u>
100	Project Initiation, Coordination and Management
200	Preliminary Design
300	Final Design Phase
400	Bid Phase
500	Construction Phase

TASK SERIES 100

101– Project Initiation

The purpose of this task will be to establish lines of communication between the City and HDR staff. Key project goals and objectives will be established. Specific tasks will include the following:

101-1: Initiation Meeting

Key staff personnel from the City and Consultant will meet in a project initiation meeting. This meeting will finalize lines of communication and establish standard procedures for transferring and verifying data.

101-2: Review Project Goals and Objectives

The project goals and objectives as envisioned by the City will be reviewed. Modifications and additions to these goals and objectives will be finalized.

101-3: Review Project Budget and Schedule Requirements

Key personnel from the City and Consultant team will review the final budget and schedule requirements for all phases of the project. This information will be used to monitor results and timing.

102 – Meetings with City Staff

During the preliminary design and final design phases of the project, key members of the Consultant design team will meet with the City staff to review the project.

103 – Construction Cost Estimate

The capital costs for the project will be developed in this task series.

104 – Project Management

Coordinate design team, monitor project status and prepare financial documents.

105 – Coordination with DEQ

Coordinate with DEQ for approval of design documents and follow up with record set at conclusion of the project.

TASK SERIES 200 – PRELIMINARY DESIGN

This task series will involve a preliminary layout of a fifth pump wetwell, the inlet channel and the new superstructure. The tasks associated with the preliminary design include the following:

201 - Geotechnical Investigations

A soils sub-consultant will perform geotechnical investigations to determine the structural design requirements for the expanded structure including the new superstructure.

202 - Perform Design Surveys

Perform the necessary field surveys for the design of the project. City to assist with survey of Intake Channel 1 in the area of the Inlet Channel by providing a boat.

203 – Preliminary Design Evaluation

Develop concepts of structure foundation required for new wetwell, inlet channel and superstructure. Evaluate space and cooling needs in Electrical Room for new VFD. Evaluate construction sequencing and scheduling as it relates to plant operation and demands.

204 – Prepare Schematics

Develop schematics of plant process flow for new inlet channel and low service pump including all potential options.

205 – Prepare Design Memoranda

Develop a 30% design of selected layout of the inlet channel, fifth wetwell, superstructure, equipment, gates and piping. Prepare a design report to summarize the design criteria for the process and associated building structures. Perform a cost estimate to verify project budget. Provide internal QC and present draft memorandum to the City for Review.

206 – Incorporate Review Comments

Incorporate internal and City review comments and finalize design memorandum.

207 - Prepare Preliminary Drawings

Utilizing approved layouts identified in the design memorandum, prepare preliminary drawings for each discipline. These drawings will locate major structural elements, equipment components, valves, gates and piping.

208 - Prepare Preliminary Detailed Specifications

Preliminary detailed specifications for major pieces of construction, equipment, valves, gates, piping, instrumentation and controls, and site improvements will be prepared. The preliminary detailed specifications will establish general acceptable standards for equipment and materials.

209 - Perform Preliminary In-House Review

An engineering team of senior technical personnel not directly involved with the project, will review the preliminary drawings and specifications and the cost estimate for completeness, accuracy, and constructability.

210 - Resolve City Comments and Review Comments

Comments received in a review of preliminary drawings, specifications, and construction cost estimate will be resolved.

TASK SERIES 300 – FINAL DESIGN

In this task the drawings and specifications in the preliminary design will be further detailed and finalized for a 95% review set for internal review and then owner review. Review comments will then be incorporated to develop the final bid documents.

301 - Prepare Final Drawings

Utilizing the preliminary drawings and comments, the Consultant will prepare final construction drawings for the proposed improvements.

302 - Prepare Final Detail Specifications

Final detail specifications, suitable for bidding and construction, will be developed.

303 - Perform Final In-House Review

An engineering team of senior technical personnel not directly involved with the project will review the final drawings and specifications and the cost estimate for completeness, accuracy, and constructability.

304 - Incorporate Review Comments

95% review comments received from the City and In-House reviews will be compiled and incorporated into the documents as required.

305 - Assist in Obtaining Permits

Assist the City in submitting building permit.

TASK SERIES 400 – BID PHASE

401 – Bidding Administrative Assistance

Prepare bid documents and distribute to prospective bidders. Answer bidder questions and prepare addendum as needed. Schedule and conduct pre-bid meeting.

402 – Post-Bid Administrative Assistance

Receive, evaluate and tabulate bids. Assess completeness of bid. Make recommendations to the City on award of contract. Assist in preparation of contract documents.

TASK SERIES 500 – CONSTRUCTION PHASE

Construction Phase scoping is based on 35 week construction period after which time only minor punch list items would need to be completed.

501 – Construction Initiation Services

After award of the construction contract, the Consultant shall prepare a construction initiation memorandum, schedule and conduct a preconstruction conference and prepare an agenda summarizing the conference. The consultant will provide the contractor with six copies of plans and specifications plus electronic pdf files, at no additional cost.

502 – Office Assistance and Administration

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

503 – Field Services

The Consultant will provide on-site construction observation services. A resident project representative will be provided at 9 hours per week for five weeks and half-time for 30 weeks. The resident project representative will monitor the project for compliance with project plans and specifications. Consultant will provide periodic trips to the site beyond construction meetings. Allowance is included for geotechnical consultation. No testing services are included as these will be provided by the contractor.

504 – Construction Wrap-Up and Acceptance

Upon completion of the construction of the improvements, the Consultant will schedule and conduct a final project walk-through and assist the City in the final wrap-up of the project, including preparing record drawings, preparation of a punchlist, start-up of facilities, operations and maintenance information review, and recommending final acceptance.

505 – Post-Construction Warranty Services

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

Appendix B

Methods and Times of Payment

Section 1. Payments for Basic Services.

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

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

- | | |
|--|---------------|
| 1. Project Initiation, Coordination, Deliverables and Management | \$ 18,600.00 |
| 2. Preliminary Design and Final Design | \$ 186,600.00 |
| 3. Bidding | \$ 9,100.00 |
| 4. Construction Administration | \$ 114,800.00 |

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

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

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

Section 3. Corrections.

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

Section 4. Fee Increases

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

Appendix C

Additional Services of Engineer

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

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

Appendix D
Schedule of Professional Fees

Not Used

Appendix E

Project Schedule

Based on a notice to proceed by Billings date no later than June 29, 2010, the completion date for the Engineer's work through final design shall be:

A. Submittals and Meetings

1. 30% Design – July 23, 2010
2. 95% Design – September 16, 2010
3. Bid Documents/Advertisement – October 14, 2010

B. Bidding

1. Pre-Bid Meeting – October 28, 2010
2. Bid Date November 9, 2010

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

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

Date: 06/28/2010

TITLE: W.O. 04-12—Phase 3, Alkali Creek Road Maint. and Slope Reconstruction, Professional Services Contract with Kadrmas, Lee & Jackson—Amendment No. 10

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

The City of Billings and Kadrmas, Lee & Jackson, Inc. (KLJ) agreed to a Professional Services Contract on April 26, 2004, to cover the design of reconstruction of Alkali Creek Road between Senators Blvd. and Airport Road. Subsequent amendments were passed to encompass different phases of the project (W.O. 04-12). Staff is recommending an amendment to the original contract to cover services related to extended path design, additional construction administration and inspection, relocation of an existing sanitary sewer line, and additional cultural services. The current project scope includes the maintenance of Alkali Creek Road, relocation of the Alkali Creek stream channel, corresponding slope work required due to existing slope stability problems, construction of a multi-use path, and all appurtenant work from Black Pine Street to a point approximately 1,800 feet to the east (between Morningside Lane and Aronson Avenue).

It is proposed to extend the multi-use path approximately 120 feet from the project's east terminus to the west edge of Sword's Park. Additional design services are needed for this extension. A change order will be negotiated with the general contractor to construct the path extension, and additional construction administration and inspection will be needed from KLJ. A City Parks project will ultimately extend the path through Swords Park and tie it into the existing path adjacent to Aronson Ave.

There is an existing 24-inch sanitary sewer line going through the construction area in Morningside Homes. With the newly constructed slope north of the new stream channel, it has been determined that one of the manholes cannot be safely or adequately accessed for routine maintenance. Amendment 10 provides survey, engineering design, plan preparations, and DEQ permit submittal related to installing three new manholes and relocating approximately 170 feet of the sewer line. Geotechnical services will be included to provide excavation, backfill, pipe material, and dewatering recommendations, as well as a precondition survey of structures on the two lots adjacent to the sanitary sewer realignment.

Amendment 8 provided services for the required cultural survey and it acknowledged that additional costs would be incurred for the final mitigation. The extent of these costs (for lab analysis and report creation and submission) are now known and included in Amendment 10.

More specific details of the services provided by Amendment 10 can be found in the attached scope of work.

ALTERNATIVES ANALYZED

The Council may:

- Approve Amendment No. 10 to the Professional Services Agreement with Kadrmas, Lee & Jackson for services related to additional design, construction administration, inspection, and cultural mitigation reporting; or
- Do not approve Amendment No. 10 to the Professional Services Agreement.

FINANCIAL IMPACT

The project is being funded by ARRA (American Recovery and Reinvestment Act) funds and Arterial fees. Amendment No. 10 represents an increase in the amount of the contract by \$59,300.00. The FY 2010 budget has the following amounts:

ARRA funds:	\$ 1,650,688
Arterial Road Improvements:	\$ 1,272,000

<u>Spent (and obligated) to date: (\$ 2,188,853)</u>	
Remaining Funding:	\$ 733,835

RECOMMENDATION

Staff recommends that Council authorize the Mayor to execute Amendment No. 10 to the Professional Services Contract with Kadmas, Lee & Jackson, Inc., in the amount of \$59,300.00.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: W.O. 04-12 Amendment 10

Link: Amendment 10 Scope of Work

AMENDMENT NO. 10

TO

**CONTRACT FOR PROFESSIONAL ARCHITECTURAL AND
ENGINEERING SERVICES**

CITY OF BILLINGS WORK ORDER 04-12,

Alkali Creek Road – Senators Blvd. To Airport Road

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

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

and

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

WITNESSETH:

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

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

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

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

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

Appendix A, Section 3 is amended as follows:

The attached scope of work (2 pages) for Amendment No. 10 services is hereby made a part of this contract.

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

For Design Engineering from Appendix A, as amended:

Previous total contract amount for Phases 1, 2, and 3 design (including Amendments 1-9)	\$1,040,243.07
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plus,

Additional design and construction administration services as per the scope of work attached to and made a part of this Amendment No. 10	\$59,300.00
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Total Professional Services	\$1,099,543.07
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All other terms and conditions of the contract, as amended, to which this amendment applies, shall remain in full effect.

CONSULTANT

NAME: Kadrmass, Lee & Jackson, Inc.

BY: _____

TITLE: Practice Area Leader

DATE: _____

CITY OF BILLINGS, MONTANA

BY: _____

TITLE: _____

DATE: _____

KADRMAS, LEE & JACKSON, INC.
AMENDMENT NO. TEN (10) TO WORK ORDER #04-12,
ALKALI CREEK ROAD MAINTENANCE AND SLOPE RECONSTRUCTION

SCOPE OF WORK

June 15, 2010

I. PROJECT DESCRIPTION

This is an amendment to the existing Alkali Creek Road Reconstruction Contract, hereinafter referred to as “Project.” Phase 3 of the Project begins near Black Pine Street and extends easterly along Alkali Creek Road approximately 1,800 feet to its east terminus. The purpose of Amendment No. 10 is to complete Additional Services of Engineer for engineering and environmental documentation, as well as construction administration. To distinguish Amendment No. 10 from previous contract amendments the task numbers have a first digit corresponding to the amendment number (i.e. 10xxx).

II. SERVICES TO BE PERFORMED

10100 PROJECT MANAGEMENT

The general project management tasks defined in previous amendments also apply to this amendment.

10101 Unscheduled Meetings and/or Field Reviews

Attend unscheduled meetings and field reviews with the City or other stakeholders. Three (3) additional unscheduled meetings and/or field reviews are anticipated.

10200 ENVIRONMENTAL SERVICES

10201 Cultural Resources Laboratory Analysis and Report Preparation

Complete screening, cataloguing, analysis, radiocarbon dating, and documentation of artifacts recovered during mitigation of previously recorded site 24YL1606. Subsequently, prepare and submit a report to MT SHPO to complete the City of Billings’ obligation to the project, pertaining to cultural resources. Coordinate the offering of artifacts to the primary landowner for first right of refusal.

10300 ADDITIONAL SERVICES

10301 Sanitary Sewer Change Order

Complete survey, engineering design, plan preparations, and DEQ permit submittal related to relocating existing sanitary sewer between the stream and Morningside Homes lots.

Geotechnical engineering will be completed to provide excavation, backfill, pipe material, and dewatering recommendations, as well as a precondition survey of structures on the two lots adjacent to the sanitary sewer alignment.

An easement amendment will be prepared to address the new sanitary sewer location. The amendment is related to the existing easement filed in Book 810, Page 610 in the Official Records of Yellowstone County.

Construction staking related to the new sanitary sewer will include two trips: one trip to mark the new sanitary sewer easement limits, and a second trip to set manhole locations and sewer alignment.

The tasks outlined above are limited to a single iteration of a relocated sanitary sewer including three manholes and approximately 170 feet of pipe in a previously determined location. Subsequent iterations or design intent changes would be an Additional Service.

10302 Shared-Use Path Extension Change Order

Complete engineering design and plan revisions related to extending the shared-use path from the end of the project to near the Swords Park boundary. To assist the City with budgeting, this task includes a preliminary analysis of the full extension of the shared-use path through Swords Park up to its connection near Aronson Avenue. It is anticipated that this task will not require design of retaining walls; if necessary, retaining wall analysis and design would be an Additional Service.

Geotechnical engineering field studies and laboratory analysis is not included; a general review of previously-completed geotechnical engineering studies will be completed.

10400 CONSTRUCTION ADMINISTRATION

The general tasks and limitations of Kadrmas, Lee & Jackson's construction administration services defined in Contract Amendment No. 9 apply to this amendment. Because the contract time will be extended as a result of the sanitary sewer and landscape change orders, additional construction administration services are anticipated for a period of three (3) weeks.

10401 Progress Meetings

One (1) additional progress meeting is included as a result of the anticipated contract time extension.

10402 Construction Observation & Materials Testing

Provide construction engineers and technicians to verify that the contractor's work is in general conformance with the contract documents. Materials testing for sanitary sewer construction will be provided by SK Geotechnical in accordance with City of Billings testing requirements defined in the Contract Documents.

10403 Sanitary Sewer Record Drawings

To supplement task 9606 as defined in Contract Amendment No. 9, sanitary sewer record drawings will be prepared and provided to the City and MT DEQ upon completion of the project.

Date: 06/28/2010

TITLE: Guardian Security Agreement Renewal

PRESENTED BY: Bill Cochran

Department: Library

Information

PROBLEM/ISSUE STATEMENT

The City Council approved a three-year agreement with Guardian Security for Library guard service on June 23, 2008. The agreement allows the City and Guardian to negotiate a new hourly rate for the service annually on the anniversary date of the agreement. For the third year of the agreement Guardian has proposed a new hourly rate of \$17.25, which is a \$.50 per hour, or 3%, increase over the current amount.

ALTERNATIVES ANALYZED

City Council may

- approve the hourly rate of \$17.25 for the third year of the three-year agreement with Guardian Security or
- not approve the hourly rate of \$17.25 for the third year of the three-year agreement with Guardian Security.

FINANCIAL IMPACT

The estimated annual cost for the third year of the three-year agreement is \$67,850. The Library has sufficient funds in the proposed FY11 budget to cover the cost of the services.

RECOMMENDATION

Staff recommends that Council approve the hourly rate of \$17.25 for the third year of the three-year agreement with Guardian Security.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [Library Security Agreement](#)

AGREEMENT

This agreement entered into this 1st day of July, 2010, by and between Parmly Billings Library/City of Billings, hereinafter referred to as "Library", and Guardian Security, Inc., hereinafter referred to as "Contractor".

I. TERM

The term of this contract is July 1, 2010 with security services outlined in this Agreement starting that day and continuing through June 30, 2011.

II. SCOPE OF SERVICE

Contractor will provide one (1) security guard on the Library's property at 510 North Broadway according to the following schedule:

On days that the Library is open, the duty schedule shall be as follows,

Monday-Thursday	7:30 a.m. – 9:30 p.m.
Friday	7:30 a.m. – 6:30 p.m.
Saturday	7:30 a.m. – 5:30 p.m.
Sunday	12:30 p.m. – 5:30 p.m.

Contractor and Library may adjust this schedule by mutual written agreement.

The Library is closed on City legal holidays and on Sundays from Memorial Day through Labor Day. Security coverage will not be required on these days.

Security coverage will include, but not be limited to, patrol of the grounds and parking lots, the perimeter of the Library facility, and all publicly accessible interior areas of the facility while open, and other security duties as assigned by the Library Director.

Patrol duties will include, but not be limited to, observing, and intervening to address, criminal activities and violations of the Library's policies and guidelines for conduct; checking all doors and elevators for appropriate lock status; and other activities to enhance the safety and security of Library facility.

In addition, Contractor will make provisions for radio or cellular telephone contact with Library staff in a form approved by the Library. Security agents will be required to respond immediately upon contact by staff through this or other means.

Security agents will maintain regular communication with Library managers and/or designated staff, including submission of detailed daily reports in a form approved by the Library.

Although no regular comprehensive coverage of the facility is desired beyond the hours noted above, Contractor will provide random checks of the exterior and grounds of the facility from three (3) to six (6) times per evening, including days when the Library is closed, and will monthly provide to the Library written documentation of the checks.

COMPENSATION

The Library will be billed \$17.25 per hour per officer. Each month the Contractor shall present an invoice to the Library describing the work for which it seeks payment and documenting the hours worked by the security officer in the previous month. One officer will be assigned to the facility unless the parties mutually agree in writing to assignment of additional officers.

OTHER PROVISIONS

1. Contractor will observe and abide by all federal, state and local statutes, ordinances and regulations.
2. The Contractor shall indemnify, hold harmless, and defend the City of Billings and its Library, its agents and employees from and against any and all claims, lawsuits, liabilities, judgments, demands, or damages to property or injury to persons or other entities arising out of, or resulting from the Contractor's performance of this Agreement, provided such damage to property or injury to persons is due solely or partially to the negligent or intentional act, error, or omission of the Contractor or any of its employees or agents.
3. The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the contractor, agents, employees, representatives, assigns, or subcontractors. The Contractor shall provide the following insurance:
 - A. Workers' compensation and employer's liability coverage as required by Montana law.
 - B. Commercial general liability, including contractual and personal injury coverage of \$1,500,000 per occurrence and \$3,000,000 annual aggregate.
 - C. Commercial automobile liability of \$1,500,000 per occurrence.

Each policy of insurance required above shall provide for no less than 45 days' advance notice to the Library prior to cancellation, shall endorse the City as a primary non-contributory insured, and shall also contain a waiver of subrogation against the City on all policies except the Worker's Compensation policy.

4. It is mutually agreed that the Contractor is an independent contractor and is responsible for all expenses related to such status.

5. The Contractor shall not sell, subcontract, or otherwise assign this Agreement or any of the services to be rendered without first securing the written consent of the Mayor and City Council.
6. The Contractor shall provide, at its expense, uniforms approved by the Library, for all Library security officers.
7. All persons with responsibilities in the performance of the terms of this Agreement on behalf of the Contractor shall not discriminate against any person(s) on the basis of race, religious creed, color, sex, national origin, age, political affiliation or beliefs, marital status, mental or physical handicaps, or ancestry, in any activities performed pursuant to the Agreement.
8. The Library agrees to notify Contractor as soon as possible of any changes in procedures that might affect the Library's security or the security officer's performance in their duties.
9. Either party has the right to cancel and terminate this agreement forthwith upon giving thirty (30) days written notice.
10. Complete Agreement: This instrument contains the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written contract shall be valid or binding and this contract may not be enlarged, modified, or amended, except in writing signed by the parties.

Dated this _____ day of _____, 2010.

Thomas W. Hanel, Mayor
City of Billings

Date

Guardian Security Co.

Date

Date: 06/28/2010

TITLE: Approval of Pre-Development CHDO Loan Agreement in the amount of \$25,000 to homeWORD

PRESENTED BY: Candi Beaudry

Department: Planning & Community
Services

Information

PROBLEM/ISSUE STATEMENT

The Community Development Division is required by Federal Regulation to allocate a minimum of 15 percent of the City's HOME allocation to a Community Housing Development Organization (CHDO) for affordable housing development activities to meet the housing needs of low income households in our community. homeWORD is currently the only CHDO certified with the City of Billings and is interested in pursuing a local affordable housing project. The City is allowed to use up to 10 percent of its CHDO reserve funds for a project pre-development loan which will assist homeWORD in successfully getting a project in place and ensure the City is in compliance with the U.S. Department of Housing and Urban Development (HUD) regulations for meeting expenditure and commitment deadlines. The City must allocate a minimum of \$23,393.35 in CHDO funding by June 30, 2010 in order to maintain this funding for utilization in Billings. This loan agreement will commit \$25,000 HOME funding to be utilized for pre-development activities including engineering, environmental review, soils reports, property survey, etc. In addition, the Community Development Board has also recommended allocating an additional \$434,000.00 in HOME funds to be CHDO reserve funding for the project. \$191,000.00 of the funding is allocated in the City's Fiscal Year 2009-2010 budget and the remaining \$243,000.00 is allocated in the City's Fiscal Year 2010-2011 budget. This funding allocation will be secured via Development Agreement and brought to the City Council at a future date, following identification of a specific project site. Allocating a total of \$459,000 for a CHDO affordable housing development project will satisfy the City's estimated CHDO allocation requirements until June 30, 2014.

ALTERNATIVES ANALYZED

(1) To approve the \$25,000 Pre-Development Loan Agreement with homeWORD to facilitate an affordable housing project; (2) To not approve the \$25,000 Pre-Development Loan Agreement with homeWORD and return \$23,393.35 to HUD.

FINANCIAL IMPACT

Project pre-development assistance may only be provided to CHDOs in the form of a loan from HOME funds. The loan agreement stipulates full repayment of the \$25,000. The City may waive repayment of the loan in part or in whole if there are impediments to project development that the City believes are reasonable beyond the control of homeWORD, or if the project is deemed to be not feasible.

RECOMMENDATION

Staff recommends that Council approve the \$25,000 CHDO Pre-Development Loan agreement with homeWORD to facilitate pre-development activities which will result in an affordable housing project in Billings.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [homeWORD CHDO Pre-Development Agreement](#)

After recording return to:
City of Billings
Community Development Division
P.O. Box 1178
Billings, MT 59103

HOME Investment Partnerships Program
PRE-DEVELOPMENT CHDO LOAN AGREEMENT

between

City of Billings
A Montana Municipal Corporation
whose address is
P.O. Box 1178 Billings, Montana 59103
the “City”

and

homeWORD a Montana Non-Profit
whose address is
127 N. Higgins, Suite 307, Missoula, MT 59802
and is a certified Community Housing Development Organization (CHDO)
through the City of Billings,
the “Developer”

DATE: _____

WHEREAS, the Developer desires to work with the City of Billings to construct, reconstruction and rehabilitate affordable rental housing on developer-owned property in the City of Billings, Yellowstone County, Montana on a site to be determined.

WHEREAS, the City has concurrently entered into a HOME Contract with the United States Department of Housing and Urban Development (HUD) whereby the City will receive and administer HOME moneys to provide financing, in part, for an acquisition/construction/rehabilitation project to be undertaken by the Developer;

WHEREAS, the Developer is desirous of obtaining such financing on the Project and is willing to assume obligations to the City under the HOME Contract on the terms and conditions, as provided herein; AND

WHEREAS, the Developer desires to construct, reconstruct, or rehabilitate affordable rental housing, and the Developer desires to use HOME funds for new construction, rehabilitation, reconstruction and related development costs.

WITNESSETH THAT the City and the Developer mutually agree as follows:

A. PURPOSE

The purpose of this written Agreement is to ensure compliance with 24 CFR 92.301(b), which provides for the funding of approved project activities by the City through its HOME Investment Partnerships Program (HOME) written agreement with HUD; and to achieve the purposes of Title II of the Cranston-Gonzalez National Affordable Housing Act, Title II, Public Law 101-625, approved November 1990, 104 Stat. 4079, 42 U.S.C. 12701-12839), as amended.

B. DOCUMENTS INCORPORATED INTO THIS AGREEMENT BY REFERENCE BUT NOT ATTACHED HERETO

The Developer, a CHDO and recipient of HOME funds, agrees to comply with all appropriate federal, state, and local laws applicable to the HOME funds awarded to complete approved activities undertaken through this agreement, including: All program requirements which regulate and restrict the use of the funds under the HOME Investment Partnerships Program 24 CFR Part 92 and the regulations issued there under, now or hereafter, including but not limited to 24 CFR, and the regulations, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this program; Developer’s project application statements; Uniform Relocation Act; and Section 104 (d) and all amendments to these laws which govern the use of HOME funds. Incorporated by reference is Title VI of the Civil Rights Act of 1964, Executive Order 11246, Section 3, Federal Labor Standards set forth in 24 CFR 570-605 and the Americans with Disabilities Act.

C. ROLES AND RESPONSIBILITIES

The Developer agrees to complete all predevelopment activities which will result in an affordable housing project to include obtaining financing, locating and purchasing the property, and hiring a construction contractor. The City agrees to review project plans, budget and HOME subsidy for approval. The City will also be responsible for payment inspections and disbursements. Both the Developer and City agree to enter into a HOME CHDO Development Agreement upon the Developer and City completing the required activities to secure a feasible HOME affordable housing project.

D. ACCEPTANCE OF HOME PROGRAM REQUIREMENTS

- 1. The Developer will comply with all applicable parts and requirements of the National Affordable Housing Act of 1990 (as amended), as now in effect or as they may be amended during the term of this Agreement; applicable state and federal laws, regulations, administrative directives and procedures; and local ordinances and resolutions.
- 2. The Developer agrees to the following:
 - a. **Project Schedule**

The Developer agrees to complete all work required by this agreement in accordance with the timetable set forth.

<i>Milestone</i>	<i>Start By:</i>	<i>Complete By:</i>
Project Development	July 1, 2010	March 31, 2011
Project Planning Completed	July 1, 2010	March 31, 2011
Financing Identified	July 1, 2010	March 31, 2011

The Developer must communicate any anticipated changes to this schedule to the City in writing as soon as they are known and the City must approve any proposed changes. In addition, this project is subject to ongoing HOME compliance requirements for 10 years from the date the project completion report is entered into HUD’s Integrated Disbursement & Information System (IDIS) if the per-unit subsidy for the completed project is less than \$40,000. The compliance requirements would be extended to 15 years should the per-unit subsidy exceed \$40,000.

- b. **Project Budget**

The total HOME predevelopment loan for the project is **\$25,000.00**. An additional \$434,000.00 has been set aside as CHDO reserve funding for the project. \$191,000.00 of the funding is allocated in the City’s Fiscal Year 2009-2010 budget and the remaining \$243,000.00 is allocated in the City’s Fiscal Year 2010-2011 budget.

Current and complete Sources and Uses are on file with the City and the Developer. The Developer represents that the HOME funds invested are no more than necessary to provide affordable housing. The developer will disclose to the City any changes in sources of funds within (10) of days from notice of such changes, and the City will reserve the right to revise the project’s HOME award

based on a revised Sources and Uses statement and subsequent subsidy layering analysis. The Developer may not modify this budget without having requested and received the City's written approval of the adjustment. Modifications to the budget without City approval will be considered a violation of the contract and are grounds for termination at any point without consideration for performance or compensation. The Developer agrees to adhere to Maximum 221(d)(3) HOME per-unit subsidy requirements.

The Developer understands that the HOME funds being provided are subject to the requirements of 24 CFR 92.301(b) (Project – Specific Assistance to CHDOs). The full loan in the amount of \$25,000.00 is to be used solely for predevelopment activities and site control. The Developer must begin construction within 24 months of this agreement. The Developer will repay the \$25,000.00 loan in full should construction on a project not begin within 24 months. Should both the Developer and the City determine a project is not feasible by March 31, 2011 the loan will be forgiven in full. Any proceeds from this project received by the Developer are to be used for additional HOME-eligible or other housing activities that benefit low-income families.

c. **Project Scope**

The project includes a market study to determine type of housing needed. Obtaining financing will be required for development of the project that will be determined by market study. A construction contractor is to be hired upon site control. Housing constructed to be constructed will meet local building codes and the plans approved by the City no later than March 31, 2011 and will meet housing property standards as required in 24CFR 92.251 for the duration of the affordability period. The developer will perform all professional services necessary to complete the development and occupancy of the project.

All units will be rehabilitated/constructed (as applicable) to ensure compliance with 24 CFR 92.251 as it relates to Property Standards and Housing Quality Standards (HQS) including the use of local building codes. All units will be rehabilitated/constructed to ensure compliance with the Accessibility Standards under 24 CFR 92.251(a)(3) including the use of universal design concepts to meet the needs of those with disabilities. All existing units built prior to 1978 will be rehabilitated to ensure compliance with the Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.

New construction must meet the current edition of the International Energy Conservation Code published by the Council of American Building Officials.

3. The Developer agrees that all subcontracts entered into by the Developer for the completion of the Project described in Section c. (Project Scope) of this Agreement will contain provisions requiring compliance with all applicable HOME requirements. These contract provisions are to be included in all subcontracts.
4. The Developer expressly agrees to repay to the City any funds paid on behalf of the Developer or its subcontractors that are expended in violation of the terms of this Agreement or the federal statutes and regulations governing the HOME program, or if for some reason the project is unable to move forward in within the time frame set forth in Section J (TIME OF PERFORMANCE) of this Agreement.

E. SURVIVAL OF CERTAIN CONTRACT TERMS

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Agreement and attachments hereto which may require continued performance or compliance beyond the termination date of this Agreement shall survive such termination date and shall be enforceable by City as provided herein in the event of such failure to perform or comply by the Developer or its subcontractors.

F. COMPENSATION

The City of Billings shall **reimburse** the Developer for all eligible project costs in the total amount of **\$25,000.00**. The City's obligation to make periodic or final payment to the Developer shall be conditioned upon the City's receipt of grant funds sufficient to make such payment. Final compensation will be made only when the Developer is in full compliance with this Agreement. These funds will be provided as a loan with the following terms:

1. For this loan only the following predevelopment activities will be considered eligible project costs based on approval by the City:
 - Market Study
 - Engineering Fees
 - Legal Fees
 - Title Clearance Expenses
 - Site Control Expenses
 - Consultant Fees
 - Architectural Fees
 - Physical Needs Assessment
 - Property Survey
 - Soils Report
 - Engineer's Report
 - Environmental Reports
 - Consulting Fees
 - Property Appraisals
 - Staffing
2. The loan will become due in full should the Developer not have a project in construction within 24 months of entering into agreement.
3. Should the Developer and the City both agree that a project is not feasible, the loan will be forgiven in full.
4. The Developer will make annual payments to the City in the amount of \$2,500.00 beginning one (1) year after initial occupancy, based on the date of issuance of the Certificate of Occupancy.

G. PAYMENT METHOD

Payment is made on a reimbursement basis of actual and proper expenditures and shall be made in accordance with this Agreement between City and Developer. The Developer may only request disbursement of funds when funds are needed for payment of eligible costs, and the amount of the disbursement request must be limited to the amount needed. The City shall only reimburse HOME-eligible expenses. The City may withhold any payment if the Developer has failed to comply with program objectives, contractual terms, or reporting requirements. The City may withhold payment of the final five percent (5%) of the total award amount until the Developer has submitted and the City has accepted all required financial and performance report information required pursuant to either the Grant or City requirements. The following documentation must be submitted for payment requests:

- Invoices, receipts, purchase orders, and/or contracts pertaining to the specific request for disbursement.
- Completed Request for Reimbursement and Progress Report form.

H. DEVELOPER AN INDEPENDENT DEVELOPER

The Developer shall be considered independent from the City, and may not be the agent or employee of City, shall have no authorization, express, implied, or apparent, to bind the City to any agreements, settlements, liability, or understanding except as expressly set forth herein.

I. PERSONNEL

The Developer represents that it has, or shall secure all personnel required in performing the services under this Predevelopment Agreement. All of the services required hereunder shall be performed by the Developer, or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be eligible under the law to perform such services. Where the State or local public jurisdictions require licensure for the provision of services provided hereunder, the Developer and any subcontractors shall be properly licensed. The Developer will provide at the time of this agreement; Professional Liability Insurance in the amount of \$1.5 Million carried by the Developer for services related to this agreement. Other professional services subcontracted for by the Developer will provide proof of insurance as required by Montana Law to include Commercial General Liability not less than \$1.5 Million per occurrence and Builder's Risk Insurance for development and construction in an amount not less than the completed value of the whole property or \$1,500,000, whichever is greater.

J. TIME OF PERFORMANCE

This Agreement shall become effective upon its execution. The Project shall commence as soon as practicable after the execution of this Agreement and shall be undertaken and performed in accordance with the schedule set forth in the Development Agreement between the City and the Developer. The Developer agrees that time is of the essence in the performance of its obligations under this Agreement, and that completion of the Project shall occur no later than the termination date or the date set forth in Section D(2a) PROJECT SCHEDULE; of this Agreement.

K. SCOPE OF ACTIVITIES

The Developer will carry out the activities as set forth in Project Description, Section D(2 a,b,c) PROJECT SCHEDULE, BUDGET and SCOPE. The major components of the project include: the Developer's desire for construction, acquisition, rehabilitation, or reconstruction of affordable, rental housing for low-income households to be located at **a site to be determined within the City of Billings city limits.**

L. ENFORCEMENT OF THE AGREEMENT

The affordability requirements in CFR 24 Section 92.252 shall be enforced by recorded deed.

M. LIAISON AND NOTICE

Dina Billington is the City's liaison with the Developer.

Heather McMilin is the Developer's liaison with the City.

Notice will be sufficient if given in writing and mailed to the parties' liaison at the addresses described above.

N. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials related to the project and prepared by any subcontractor pursuant to this Agreement are to be the property of the Developer, and the City, which each have the nonexclusive and unrestricted authority to release, publish or otherwise use in whole or in part, information relating to it. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written permission of the City and the Developer.

O. ACCESS TO RECORDS

The Developer will supply to the City copies of all current records, including, but not limited to: contracts; approved invoices and lien releases; project budgets; cash flow statements; annual audits; and any and all financial records which impact the performance of the Developer under the terms of this written agreement.

The Developer may, at the City's discretion, be considered in breach of this agreement by failing to provide any and all requested documentation in a timely manner. Failure to provide timely access to records is grounds for termination of this agreements and non-reimbursement for expenditures. The City will retain records of the Developer's performance under this Agreement and will allow access to these records at any time during normal business hours by the Developer, HUD, and the Comptroller General. These records will be kept at the Community Development Office, 510 N. Broadway, Billings, Montana.

Project Records Required:

Upon completion of the project's predevelopment, the Developer will submit to the City the following project predevelopment records:

1. Property acquisition records include but not limited to:
 - Property Appraisal
 - Title Report
 - Site Control Status
 - Property Survey

- Soils Report
- Engineer's Report
- Environmental Reports

The records described above must be retained for a period of five years after project closeout. The records demonstrating compliance with project requirements that apply for the period of affordability must be retained for at least five years after the required period of affordability. If any litigation, claim negotiation, audit or other action has been commenced before the expiration of the regular five-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular period, whichever is later.

Access to the records described above and all other documentation relating to the program is governed by all applicable state and federal laws as they pertain to disclosure of information to the public and to the individual's right of privacy.

P. PROGRESS REPORTING

The Developer will promptly submit status reports on project progress at the request of, and in the format prescribed by, the City of Billings. During the development phase of this project, the Developer will submit reports on project progress **quarterly** to: Dina Billington, Community Development Coordinator, P.O. Box 1178, Billings, MT 59103.

Q. CHDO Provisions

It is understood that the Developer has certified that it is and will maintain CHDO (Community Housing Development Organization) status for the term of this agreement in accordance with 24 CFR 92. Developer agrees to provide information as may be requested by the City to document its continued compliance, including but not limited to an annual board roster and certification of continued compliance. Any funds advanced as CHDO pre-development funds must be in compliance with 24 CFR 92.301, and are forgivable only under the terms in 24 CFR 92.301. Any funds advanced to the CHDO as CHDO Operating Expenses must be expended in compliance with 24 CFR 92.208. Any funds that the CHDO is permitted to retain as CHDO proceeds from this project shall be used in compliance with 24 CFR 92.300(a)(2) or as specified in this Agreement. If the project is rental, the Developer will create and follow a tenant participation plan as required in 24 CFR 92.303

R. AVOIDANCE OF CONFLICT OF INTEREST

The Developer will comply with the provisions of 24 CFR § 92.356; and with § 2-2-125, 2-2-201, 7-3-4367, 7-5-2106, and 7-5-4109, MCA, as applicable, regarding the avoidance of conflict of interest.

A conflict of interest would be any employee of the City or his/her relative that has a financial interest in a project receiving HOME funds from the City, or if a CHDO employee or member of the board occupies a HOME-assisted unit (with exceptions for management and maintenance employees).

S. MODIFICATION AND ASSIGNABILITY OF AGREEMENT

This Agreement contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party who are not contained in or authorized by this written Agreement, are valid or binding. This Agreement may not be enlarged, modified, or altered except upon written agreement. Any written request to modify or amend agreement will be reviewed by the City and respond to the Developer in writing.

All change orders to the approved scope must be submitted to the City for review and approved at the time the change is needed. If the City is unable to review the work at the time of the change or the change order is held and submitted at the end of construction, the change order may not be approved.

This Agreement does not imply any continuing commitment by the City of Billings beyond the termination date noted herein.

The City & Developer accept responsibility for adherence to the terms of this Agreement by contractor, subcontractor or sub-recipient entities and by its agents, if any, to which it delegates authority to carry out portions hereof. For the purposes of this Agreement, legal actions pending (or in process) are considered a pending modification of the written

agreement and require a written notice to the City as soon as the written agreement becomes part or party to a legal civil or criminal action.

Modification or assignment of this Agreement without prior written notice to the City will be grounds for termination and loss of unexpended funds at the City's discretion. The City reserves the right to seek damages if the termination of this written agreement results in the loss or repayment of funds by the City to HUD.

T. CONSTRUCTION AND VENUE

This Agreement will be construed under and governed by the laws of the State of Montana. In the event of litigation concerning it, venue is in the District Court of the Thirteenth Judicial District in and for the County of Yellowstone, State of Montana.

U. INDEMNIFICATION

The Developer waives any and all claims and recourse against the City, including the right of contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incidental to the Developer's or any contractor's, subcontractor's or sub-recipient's performance of this Agreement.

Further, the Developer will indemnify, hold harmless, and defend the City, its officers, agents and employees against any and all losses, claims, demands, damages, costs, expenses, or liability arising out of the Developer's or any contractor's, subcontractor's or sub-recipient's performance of this Agreement or in any way arising or resulting from any intentional or negligent act on the part of the Developer or its agents or employees or which result in personal injury or real or personal property damage to any person or entity including the City. In the event that the City is named as a co-defendant in any action relating to activities to be performed by the Developer or City or sub-recipient under this Agreement, the Developer will immediately notify the City of such fact in writing.

In addition, the City will indemnify, hold harmless, and defend the Developer, its officers, agents and employees against any and all losses, claims, demands, damages, costs, expenses, or liability arising out of the City's performance of this Agreement or in any way arising or resulting from any intentional or negligent act on the part of the City or its agents or employees or which result in personal injury or real or personal property damage to any person or entity including the Developer. In the event that the Developer is named as a co-defendant in any action relating to activities to be performed by the City or Developer under this Agreement, the City will immediately notify the Developer of such fact in writing.

V. TERMINATION OF AGREEMENT

This Agreement may be terminated as follows and is subject to the following provisions in accordance with 24 CFR 85.43, suspension or termination may occur if the Developer materially fails to comply with any term of the agreement (24 CFR 92.504(C)(2)(ix):

Termination Due to Loss of Funding: The parties hereto expressly recognize that Developer is to be paid, reimbursed, or otherwise compensated with federal HOME funds provided to City under the HUD HOME Contract for the purpose of contracting for the services provided for herein or with program income; and therefore, Developer expressly understands and agrees that all its rights, demands, and claims to compensation arising under this contract are contingent upon receipt of such funds by City. In the event that such funds or any part thereof are not received by City, the City may immediately terminate or amend this agreement.

Termination for Cause: If, through any cause, the Developer shall fail to fulfill in a timely and proper manner their obligations under this Agreement, or if the Developer shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Developer of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. It is understood that the Developer and City representatives shall enter into negotiations in an attempt to reach a solution mutually acceptable to both parties within ten (10) days of notification of termination, if the City shall so request in writing. If no agreement is reached by the City and Developer then the matter will be referred to HUD for resolution. In any event, the City may terminate the agreement to fund an activity without cause or recourse from the Developer, its agents or subcontractors.

Notwithstanding the above, the Developer shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of contract by the Developer, and the City may withhold any payment to the Developer for the purpose of setoff until such time as the exact amount of damages due to the City from the Developer is determined.

Return of Material: In event of termination, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Developer under this Agreement, shall, at the option of the City, become the City's property, and City shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Remedies: Where either party violates or breaches contract terms, the other party, in its discretion, may, in addition to terminating this Agreement, institute such administrative, contractual, legal or equitable remedies available as may be appropriate. In such event, the party found in violation of the Agreement shall pay the other party's costs and reasonable attorney's fees incurred thereby.

W. CONTRACT SUSPENSION

If the Developer fails to comply with any contractual provision, the City may, after notice to the Developer, suspend the Agreement and withhold further payments to prohibit the Developer from incurring additional obligations of contractual funds or demand repayment of funds expended, pending corrective action by the City or a decision to terminate in accordance with provisions herein. The City may determine to allow such necessary and proper costs which the Developer could not reasonably avoid during the period of suspension, provided such costs were necessary and reasonable for the conduct of the project.

X. COMPLIANCE WITH LAWS

1. **Political Activities:** None of the funds, materials, property or services provided directly or indirectly under this agreement shall be used for any partisan political activities or to further the election or defeat of any candidate for public office. By signing this agreement, the Developer certifies that no HOME funds will be spent on lobbying activities in connection with the assistance, in accordance with 24 CFR 91.225.
2. **Insurance Coverage:** The Developer shall secure and maintain such insurance policies, including those set forth below, as will protect itself, its subcontractors and, unless otherwise specified, the City from all claims for bodily injuries, death or property damage which may arise under this agreement; whether the acts were made by the City or Developer or by any subcontractor or anyone employed by the Developer directly or indirectly. The following insurance policies are required:
 - a. Commercial General Liability in an amount not less than \$1.5 million per occurrence for injuries, including accidental death to any one person.
 - b. For development and construction, Builder's Risk Insurance in an amount not less than the completed value of the whole property, or \$1,500,000, whichever is greater.
 - c. For predevelopment activities, Professional Liability Insurance not less than \$1.5 million per occurrence.

Professional Liability Insurance certificates shall be filed with the City giving satisfactory evidence of insurance as stipulated above **at the time** the Agreement is signed. The Public Liability Insurance certificate shall be maintained during the life of the Agreement. The Builders Risk Insurance shall be secured prior to initiating construction on the first unit.

All insurance certificates shall name the City as an insured party and contain the following language, "The Company agrees that it will give the City of Billings, Montana 10 days prior written notice of its intent to cancel or materially change the described policy." This language, however, if accompanied by a disclaimer or any other language, which negates company responsibility for failing to provide said notice, will not be acceptable.

The insurer must be satisfactory to the City Attorney for the City of Billings. Further, the Developer will assure all subcontractors performing work on the project maintain

public liability, property, and casualty insurance and statutory workers compensation insurance coverage in compliance with State Law.

3. **Construction Contracts:** The Developer agrees to deny participation in construction contracts by ineligible, debarred or suspended persons or entities at 24CFR Part 24. The Developer will provide the City with the names of contractors and subcontractors prior to entering into contracts. This restriction applies to any expenditure of federal funds and extends to all subcontracts executed by the Developer.
4. **Environmental Review:** The Developer will carry out each activity in compliance with all federal laws and regulations described in 24 CFR, Part 92, subpart H, except that the Developer does not assume the City's responsibility for the environmental review which will be completed by the City prior to the beginning of construction;
5. **Uniform Relocation Act:** The Developer will be subject to compliance with the federal Uniform Relocation Act and Section 104 (d), 24 CFR 92.353 and all related laws and regulations, be solely responsible for the cost to comply with those requirements, and be subject to termination of this Agreement without cause other than failure to comply with federal regulation. Further, the Developer will maintain the obligation to bear all costs associated with relocation resulting from activities undertaken with HOME funds.
6. **Religious Organization:** The Developer will follow the provisions governing the restriction on the use of HOME funds by religious organizations, as contained in 24 CFR 92.257.
7. **Drug-Free Work Place:** The Developer certifies that it will provide a drug-free work place.
8. **Non-Discrimination:** The Developer will not discriminate against any contractor, subcontractor, or rental applicant due to race, color, creed, religion, ancestry, national origin, sex, disability, or other handicap, age, marital / familial status, or status with regard to direct rental assistance, or other public assistance. The Developer will take affirmative action to ensure all employment practices are free from such discrimination. The Developer agrees to comply with the non-discrimination in employment and Contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607 and (CDBG funding) as revised by Executive Order 13279 or 24 CFR 92.350 (HOME funding).
9. **Labor Standards:** Housing projects with twelve (12) or more HOME-assisted units are subject to conform to the Davis-Bacon Act (40 USC 276a-276a-5), which requires payment of not less than the wages prevailing in the locality to all laborers and mechanics employed in the development of any such housing. Housing projects with HOME-assisted units must also comply with the Contract Work Hours and Safety Standards Act (CWHSSA), the Copeland Act (Anti-Kickback Act), and the Fair Labor Standards Act (FLSA), including the applicable overtime provisions.

Y. GRANT CONTROLS

Notwithstanding any provision herein to the contrary, the performance and administration of this Agreement shall be subject to the applicable provisions of the City's HOME Contract with HUD. Accordingly, the Developer hereby assumes all obligations under the Contract as a condition to Developer's obligation to perform under this Agreement.

Z. SIGNATURES

Printed Name:	Printed Name:
Signature:	Signature:
STATE OF MONTANA) : ss. County of Missoula) On the _____ day of _____, 2010, before me, _____, a Notary Public for the State of Montana, personally appeared _____ and _____ and whose names are subscribed to the within instrument and acknowledged to me that they executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.	
Seal:	_____ Printed Name: _____ Notary Public for the State of Montana Residing At: _____ My Commission Expires: _____

Printed Name: Cari Martin, City Clerk	Printed Name: Thomas W. Hanel, Mayor, City of Billings
Signature:	Signature:
STATE OF MONTANA) : ss. County of Yellowstone) On this ____ day of _____, 2010, before me, a Notary Public for the State of Montana, personally appeared THOMAS W. HANEL and CARI MARTIN, known to me to be the Mayor and City Clerk respectively of the City of Billings, and whose names are subscribed to the within instrument and acknowledged to me that they executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.	
Seal:	_____ Printed Name: _____ Notary Public for the State of Montana Residing At: _____ My Commission Expires: _____
Approved as to form:	_____ Brent Brooks, City Attorney

Regular City Council Meeting

Consent : 1.F.

Date: 06/28/2010

TITLE: Consulting Agreement with Ed Bartlett

PRESENTED BY: Bruce McCandless, Asst. City Administrator

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Through a competitive selection process in 2008, Ed Bartlett was chosen as the City's State legislative lobbyist. The initial contract was for two (2) years, covering the legislative year and most of the interim until June 30, 2010. The agreement contains a provision that allows the City and the Consultant to renew the agreement for an additional two (2) year period. Several of the City's contracting policies and standard agreement form have changed during the past couple of years, so instead of renewing the existing contract, City staff and Mr. Bartlett negotiated the attached revised agreement. The scope of work is nearly the same and the total fee is similar in that the fees for some of the interim months are less than in the present contract but they are higher during the session. The agreement also includes a Legislative Session office and living expense component that is not in the current contract. Since the agreement is about to expire, staff recommends that the Council approve the new agreement in order to ensure continuity in the City's representation with the State Legislature.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the agreement as proposed.
- Disapprove the agreement
- Direct staff to negotiate specific changes with Mr. Bartlett and return a revised agreement

FINANCIAL IMPACT

The estimated 2010-2011 cost is \$44,600 and the 2011-2012 estimated cost is \$27,500. The costs are detailed on the final sheet of the agreement. The 2010-2011 cost reflects the greater time and effort that is required during the 2011 Legislative session than is needed in the interim year. The estimated cost is included in the FY 2011 budget.

RECOMMENDATION

Staff recommends that the City Council approve the two (2) year consultant agreement with Ed Bartlett for State Legislative lobbying services.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [Consultant Agreement](#)

CONSULTANT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2010, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and Ed Bartlett, LLC, 3717 Fairmeadow Court, Billings Montana 59102, hereinafter referred to as "**CONSULTANT**."

WITNESSETH:

WHEREAS, the **CITY** intends to lobby the Montana Legislature in order to ensure favorable state legislation and desires to hire **CONSULTANT** as an independent **CONSULTANT** to perform the services as described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.

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

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

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

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

2. **TERM:** This **AGREEMENT** shall be for the period July 1, 2010 through June 30, 2012. This **AGREEMENT** may be extended for a two (2) year period by mutual agreement of both parties, in writing, thirty (30) days prior to termination.

3. **PAYMENT:** In consideration of the services provided by the **CONSULTANT** under this **AGREEMENT**, the **CITY** agrees to pay **CONSULTANT** in accordance with the fees and expenses outlined in Exhibit B and by this reference made a part hereof.

In the event scope of work issues arise, the **CONSULTANT** shall immediately discuss them with the City Administrator or designee. It is understood that the **CONSULTANT** will not perform any work that the **CITY** deems outside the scope prior to receiving written approval from the **CITY**, and at a rate agreed upon by both parties. Any payment for work not agreed upon by the **CITY** shall be denied.

Fees shall be paid to **CONSULTANT** monthly, within ten (10) days of the **CITY'S** receipt of an invoice for services provided during the preceding month.

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

5. INDEMNITY AND INSURANCE:

- A. The **CONSULTANT** shall not indemnify, defend, save and hold **CITY** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of **CITY** occurring during the course of or as a result of the performance of the **AGREEMENT**.
- B. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both **CITY** and the **CONSULTANT**, the **CONSULTANT** shall indemnify, defend, save, and hold **CITY** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the **CONSULTANT'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CONSULTANT'S** performance pursuant to this **AGREEMENT**.
- C. The **CONSULTANT** shall maintain in good standing the insurance described in this Section. Before rendering any services under this **AGREEMENT**, the **CONSULTANT** shall furnish the **CITY** with proof of insurance in accordance with this Section.

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

- 1. Workers' compensation and employer's liability coverage as required by Montana law.
- 2. Commercial general liability, including contractual and personal injury coverages -- \$1,500,000 per occurrence.
- 3. Automobile liability -- \$1,500,000 per accident.

4. Professional liability in the amount of \$1,500,000 per claim.

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

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

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

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

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

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

A. Qualifications

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

B. Solicitation of Agreement

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

C. Facilities and Personnel

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

D. Subcontracting

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

E. Affidavits of Compliance

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

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

8. **NONDISCRIMINATION:**

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

as to be binding upon every such sub-consultant or vendor of the **CONSULTANT** under this **AGREEMENT**.

- E. The **CONSULTANT** shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.
9. **PERMITS, LAWS, AND TAXES:** The **CONSULTANT** shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this **AGREEMENT**. All actions taken by the **CONSULTANT** under this **AGREEMENT** shall comply with all applicable statutes, ordinances, rules and regulations. The **CONSULTANT** shall pay all taxes pertaining to its performance under this **AGREEMENT**.
10. **NONWAIVER:** The failure of either party at any time to enforce a provision of this **AGREEMENT** shall in no way constitute a waiver of the provision, nor in any way affect the validity of this **AGREEMENT** or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.
11. **DECLARATION OF NO FINANCIAL INTEREST:** The **CONSULTANT** hereby declares that he does not have any interest (including that of real estate agent or broker), direct or indirect, present or prospective, in any property described in Section 1 or in its sale, or any other interest, whether or not in connection with the property, which would conflict in any manner or degree with the performance of the services and the submission of impartial reports, and has not employed and will not employ, in connection with the services to be furnished under this **AGREEMENT**, any person having any such interest. Until the property is acquired by the **CITY** or excluded from its project by resolution of its governing body, the **CONSULTANT** and any employees of the **CONSULTANT**, so long as they are employed by the **CONSULTANT**, will not acquire any such interests and will not, for their own account or for other than the **CITY**, negotiate for any of the property, perform services in connection with the property, or testify voluntarily as a witness in a condemnation or other proceeding with respect to the property.
12. **SUCCESSORS AND ASSIGNS:** This **AGREEMENT** and all of the covenants hereof shall inure to the benefit of and be binding upon the **CITY** and the **CONSULTANT** respectively and his partners, successors, assigns, and legal representatives. Neither the **CITY** nor the **CONSULTANT** shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.
13. **CHANGES IN WORK:** Any change in the scope of **CONSULTANT'S** services as stated in this **AGREEMENT** for whatever reason, will be negotiated between the **CITY** and the **CONSULTANT** and an amendment to this

AGREEMENT will be issued with the appropriate change of services and **AGREEMENT** fee noted.

14. **LEGAL RELATIONS:** The **CONSULTANT** shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done.
15. **TERMINATION OF AGREEMENT:** The right is reserved by the **CITY** to terminate this **AGREEMENT** at any time upon not less than thirty (30) days written notice to the **CONSULTANT**.

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

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

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

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

CITY OF BILLINGS, MONTANA

ED BARTLETT, LLC

By _____
THOMAS W. HANEL
MAYOR

By _____
Print Name _____
Print Title _____

APPROVED AS TO FORM:

By _____
BRENT BROOKS, CITY ATTORNEY

Exhibit “A”

Scope of Work

In order to provide legislative lobbyist/consultant services before the Montana Legislature, State of Montana administrative agencies, the Montana Governor and Cabinet, etc. for which the City may need services, the Lobbyist services shall include, but not necessarily be limited to:

- Make oneself familiar with City operations and initiatives;
- Assist the City Administrator and City Council in the coordination and development of the City’s legislative program;
- Work with the City Administration, City Council and the Yellowstone County Legislative Delegation developing special or general legislation in keeping with, or supportive of, the City’s adopted legislative program;
- Testify before and present written information to legislative committees, subcommittees, interim committees and individual legislators;
- Communicate closely and regularly and attend meetings with City Administration, City Council and others specified in order to perform the responsibilities assigned and to request assistance as needed on legislative matters of interest to the City;
- Work closely with the representatives of the Montana League of Cities and Towns, the Montana Municipal Interlocal Authority and legislative lobbyists from the Yellowstone County area on legislative matters of common interest;
- Arrange for/coordinate additional lobbying efforts on specific legislative matters, as needed;
- Act as an informational resource for and attend meetings with the Yellowstone County Legislative Delegation as required by the City or the Delegation;
- Prepare and submit to the City Administrator a written activity report describing all lobbying activity during the reporting period. During the legislative session, such written reports shall be submitted at least once every two (2) weeks;
- Monitor proposals and activities in meetings regarding state administrative and agency hearings, as well as in rule changes in the Department of Administration hearings. This includes reviewing agendas and providing notification to the City as pertinent issues arise and reporting the outcome of such meetings;
- Prepare and submit to the City Administrator electronic reports on the status of legislative bills of interest to the City. Such reports may include, but not necessarily be limited to, personal briefings and information bulletins pertinent to any legislation, rules or regulations, and other state policies or programs that affect the City and its citizens either directly or indirectly;
- Attend Legislature during all official legislative days, including scheduled, extended, or special legislative sessions and meetings; state administrative and agency hearings,

- meetings or rule-making proceedings; except for established legislative recesses;
- Be responsible for appropriate reports and registration with the Commissioner of Political Practices as required by MCA Title 5, Chapter 7, parts 1 through 3 (inclusive);
- Serve as a source of information and as a legislative liaison, even during off-term periods.

Responsibilities of Contractor:

The Contractor shall perform the services as contained in the Scope of Work section of this RFP. This list of services shall not be deemed all-inclusive and may be changed from time to time as authorized by the City.

All correspondence shall be directed through the City Administrator or designee.

Contractor shall provide the City with a current written listing of all its clients. This list must be kept current at all times during the contract term and any extension terms of the contract. The Contractor shall notify the City of any new clients within ten (10) days of such commitment. The written notice may be in a form of letter or email to the City Administrator or designee. Contractor is required to notify the City if he/she upon a good faith basis believes there to be a conflict between Contractor's representation of the City and another client or if the Contractor's workload increases to the point which makes serving the City unreasonably difficult.

Responsibilities of the City:

The City shall designate the City Administrator as the "lead" staff person to coordinate with the Contractor; however, other individuals may be designated by the City Administrator from time to time to communicate with and coordinate the Contractor's work.

The City shall have appropriate staff available as may be required to discuss issues with the Contractor, particularly during the legislative session

The City shall use its best efforts to cooperate with the Contractor in providing the information and documentation necessary in the performance of the Montana Legislative Consulting Services.

**Exhibit “B”
Fees**

Retainers, fees and expenses to perform the Scope of Work identified in Exhibit A for the following time periods:

July, 2010 through September, 2010	\$1,500 per month plus actual travel expenses reimbursement
October, 2010 through December, 2010	\$2,000 per month plus actual travel expense reimbursement
January, 2011 through April, 2011	\$5,000 per month plus \$900 per month living, office and travel expenses
May, 2011 through June, 2012	\$1,500 per month plus actual travel expenses reimbursement
Commercial general liability and professional errors and omissions insurance	Actual cost reimbursement, est. = \$3,500 per year
Attend Special Legislative Sessions, if called	\$500 per day
Legislator meeting meal and entertainment expenses	As approved by City Administrator
Estimated annual fee and expense reimbursement cost:	
FY 2011 (July 1 2010 – June 30 2011)	\$44,600
FY 2012 (July 1, 2011 – June 30, 2012)	\$27,500

Date: 06/28/2010

TITLE: Five-Year Lease for Storage Space with Yellowstone County Museum Foundation

PRESENTED BY: Tom Binford

Department: Aviation & Transit

Information

PROBLEM/ISSUE STATEMENT

The Yellowstone County Museum Foundation (the Museum) has been leasing space in the basement of the building known as IP-9, located in the Airport Business Park. This storage space totals approximately 995 square feet and is used to house the Museum's artifacts and displays that are not in use at the Museum. The Museum also stores items in the basement of the Museum, but its collection of items exceeds the space available in its basement area. The storage space in IP-9 provides a climate-controlled environment and allows the Museum to consolidate its storage. The current Lease dated January, 9, 2006, expires on June 30, 2010. The Museum wishes to renew its Lease for another five years, with the term commencing July 1, 2010 and ending on June 30, 2015.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the Lease with Yellowstone County Museum Foundation; or
- Not approve the Lease with Yellowstone County Museum Foundation.

FINANCIAL IMPACT

This five-year Lease will generate \$3,671.03 in the first year, and lease rentals in subsequent years will be adjusted annually using the Consumer Price Index for all Urban Consumers (CPI-U).

RECOMMENDATION

Staff recommends that Council approve a new five-year Lease for storage space with the Yellowstone County Museum Foundation.

APPROVED BY CITY ADMINISTRATOR

Date: 06/28/2010

TITLE: Assignment and Transfer of West End Hangar Ground Lease from John M. and/or Marcia A. Nash to Michael J. Cryder

PRESENTED BY: Tom Binford

Department: Aviation & Transit

Information

PROBLEM/ISSUE STATEMENT

On September 25, 2006, John M. and/or Marcia A. Nash entered into two, twenty-year West End Hangar Ground Leases with the City of Billings, and subsequently built a 7,200 square foot duplex-style hangar containing two 3,600 square foot units on a leased parcel in the Airport's West End General Aviation area, referred to as Lots 8 and 9 – Taxilane C. This was the first hangar of this size and style built by Mr. and Mrs. Nash. Upon the completion of the hangar construction, the Nashes opted to sell one-half of this duplex style hangar, located on Lot 9, to Jonathan R. Scott. The Assignment and Transfer to Mr. Scott was approved on April 9, 2007. The Nashes now wish to sell the other one-half of this hangar, located on Lot 8, to Michael J. Cryder. This Assignment and Transfer will formally transfer the Ground Lease on Lot 8 from John M. and/or Marcia A. Nash to Michael J. Cryder.

ALTERNATIVES ANALYZED

The Council may:

- Approve the Assignment and Transfer of the West End Hangar Ground Lease; or
- Not approve the Assignment and Transfer of the West End Hangar Ground Lease.

FINANCIAL IMPACT

There is no financial impact from this action. The name on the Lease is all that changes with this Assignment and Transfer; all other terms and conditions remain in full force and effect.

RECOMMENDATION

Staff recommends that Council approve the Assignment and Transfer of the West End Hangar Ground Lease from John M. and/or Marcia A. Nash to Michael J. Cryder.

APPROVED BY CITY ADMINISTRATOR

Date: 06/28/2010

TITLE: Downtown Revolving Loan Fund Loan Modification Requests for Babcock, LLC.

PRESENTED BY: Patrick M Weber

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The Downtown Revolving Loan Committee met on June 8, 2010, and approved loan term modifications to the Babcock, LLC loan of \$150,000.

Babcock, LLC is requesting a loan term modification from the Downtown Revolving Loan Fund to delay payment of the full amount due from June 1, 2010, to September 1, 2010, in order to allow time to secure other financing. The loan was initially approved by Council December 14, 2009, with loan terms requiring interest and principal payments calculated using a 20 year amortization and to be paid in full by June 1, 2010. The account is current including a regular interest and principal payment paid June 1, 2010, in lieu of full payment. During this deferment, regular principal and interest payments will be made as calculated using a 20 year amortization. Financing with another lender has been secured, but certain filings must be completed prior to closing. The loan maintains personal guarantees by members of Babcock, LLC.

ALTERNATIVES ANALYZED

The Council may:

- Approve the loan modifications; or Not approve the loan modifications. If Council disapproves the modifications, the loan will immediately become due. If not paid, the City will pursue remedies available to it in the original loan agreement, which may include executing personal guarantees or foreclosure.

FINANCIAL IMPACT

If Council approves the deferral, approximately \$148,000 will not be available for new loans until September 1, 2010.

RECOMMENDATION

Staff and the Downtown Revolving Loan Committee recommend that the City Council approve the request to extend the terms of a \$150,000 loan to Babcock LLC from June 1 to September 1, 2010.

APPROVED BY CITY ADMINISTRATOR

Date: 06/28/2010

TITLE: Downtown Revolving Loan Fund Loan Modification Requests for Venture Theatre.

PRESENTED BY: Patrick M Weber

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The Downtown Revolving Loan Committee met on June 8, 2010, and approved loan term modifications to the Venture Theatre loan.

Venture Theatre is requesting deferment of principal payments beginning February 1, 2010, to January 1, 2011. The loan is current through January 1, 2010, with the monthly payments due February 1, 2010, to date being in default. Venture Theatre would like to make regular monthly interest payments during the deferment period. They have also agreed to make the interest payments that are delinquent. The loan payment period would then be extended by one year with the final payment formerly due March 1, 2015, now due March 1, 2016. The loan maintains a personal guarantee by a third party.

ALTERNATIVES ANALYZED

The Council may: Approve the loan modifications; or Not approve the loan modifications. If Council disapproves the modification, Venture Theater may be determined to be in default and the City may pursue the remedies in the original agreement, including executing the personal guarantee or foreclosure.

FINANCIAL IMPACT

If Council approves the modifications to the Venture Theatre loan, it will result in a reduction of funds available for new loans by approximately \$18,000 from January 1, 2010 to January 1, 2011.

RECOMMENDATION

Staff and the Downtown Revolving Loan Committee recommends that the City Council approve the loan term modifications to Venture Theatre.

APPROVED BY CITY ADMINISTRATOR

Date: 06/28/2010

TITLE: Purchase Approval for City Telephone System Upgrades

PRESENTED BY: David Watterson

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The City of Billings utilizes a Nortel/Avaya centralized telephone system to provide telephone service to its facilities. This system includes a main Nortel CS-1000M PBX located at City Hall, five (5) remote Option 11 units located at Airport, Billings Operations Center (BOC), PW-Belknap, Library, and the Communications Center/Fire #1, and one (1) remote unit located at MET Transit. The City delayed upgrading the phone system in the past year because Nortel was up for sale. Avaya, a leader in the communications industry, has purchased Nortel and provided a product development roadmap that shows a strong commitment to this product line both today and into the future. Information Technology would now like to move forward with upgrading of the main PBX and two (2) of the remote telephone units.

The proposed City Hall upgrade will bring the system up to the current release level to ensure continued manufacture support, provide improved support for SIP and VoIP technologies, and save the City money by centralizing product licensing. The upgrade will also replace the Airport Option 11 and the remote unit at MET Transit. The project will enhance the Airport's functionality, reliability, and ensure manufacturer support. In addition to the same benefits as the Airport, the MET upgrade will direct all network traffic (phone & data) directly to City Hall. MET Transit phone traffic presently routes through Airport which represents a single point of failure for two facilities.

Attached is the Statement of Work Contract and quote for the proposed upgrade. The City will purchase the proposed upgrade from Black Box Network Services, which has an exclusive contract for telephone services with the State of Montana. Black Box has been the City's telephone vendor for over 15 years.

ALTERNATIVES ANALYZED

Staff reviewed several strategies for addressing the telephone system upgrades needed by the City of Billings. The proposed upgrades were determined to be the best initial steps for modernizing the system. The City Council may accept the recommendation and authorize purchasing the system upgrades from Black Box or it may reject the recommendation and identify its preferred action.

FINANCIAL IMPACT

The City Telephone System Upgrades for City Hall, Airport, and MET Transit will be funded out of the FY2010 IT Centralized Telephone Budget. The purchase of \$ 134,856.91 will be made through an existing State of Montana contract with Black Box Networking Services for telephone systems and services. The City is allowed to purchase many items and services from State contracts because the State's competitive bidding/selection process complies with the State law that applies to the State and local governments.

RECOMMENDATION

Staff recommends that Council approve the purchase of the City Telephone System Upgrades from Black Box Network Services at a total cost of \$134,856.91.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [Order Form](#)

Link: [Statement of Work](#)

ORDER FORM



SECTION A: CUSTOMER INFORMATION

Customer Name ("Customer"): City of Billings State of Incorporation: <u>Montana</u>			NextiraOne, LLC d/b/a Black Box Network Services ("Black Box") 2800 Post Oak Blvd., Suite 200 Houston, TX 77056 (713) 307-4000		
Principal Address: 210 North 27 th Street Information technology Division City State Zip Billings MT 59101			Billing Address: City of Billings PO Box 1178 City State Zip Billings MT 59101		
Tax ID No. _____ Tax Exempt Status ☐ Yes ☒ No Tax Exempt No. _____ If "Yes" (exempt) Certificate of Tax Exemption MUST be attached to Order.			The terms of the Agreement shall govern this Order. Effective Date of Agreement: <u>8/10/07</u> ☒ MOA Expiration Date of Agreement: <u>8/9/10</u>		
Customer Purchase Order Number (if applicable):			Date of Order Form is Represented by the Customer Signature Date Set Forth Below		
Purchase Plan: ☒ Cash Purchase ☐ Third Party Lease/Financing by _____ (Must have prior written approval from NextiraOne. Lease/finance company documentation MUST be attached to Order, e.g., Document Receipt Notice, Assignment and Assumption Agreement, etc.)					

SECTION B: SELECT ALL APPLICABLE PRODUCT/SERVICE OPTIONS

Select all that apply: ☐ New Systems ☐ Services ☒ Adds/Upgrade to Existing System		☒ Installation Services ☐ CCAT Services ☐ Other: _____	
---	--	--	--

SECTION C: PRODUCT PURCHASE AND INSTALLATION

System Price (excluding applicable taxes and shipping): <u>\$133,315.67</u> *Check box if shipping is included in a Voice System Price ☒	
Payment Terms (excluding applicable taxes):	
Voice: <u>If the System Price is equal to or greater than \$100,000:</u> 25% of System Price due at Customer signing <u>\$33,328.92 due July 15, 2010.</u> 60% of System Price due at Delivery* <u>\$79,989.40</u> 15% of System Price due at Cutover* <u>\$19,997.35</u> Other: <u>payment terms to be inclusive of the Pass Plus.</u> \$ _____	Data: <u>If the System Price is equal to or greater than \$100,000:</u> 25% of System Price due at Customer signing \$ _____ 60% of System Price due at Delivery* \$ _____ 15% of System Price due at Cutover* \$ _____ Other: _____ \$ _____
For All Voice Transactions: Anticipated Delivery Date: <u>7/30/10</u> Anticipated Cutover Date: <u>8/30/10</u> Final Configuration Date: <u>7/30/10</u>	For All Data Transactions: Requested On-Site Date: _____
If the System Price is less than \$100,000: 25% of System Price due at Customer signing \$ _____ 60% of System Price due at Delivery* \$ _____ 15% of System Price due at Cutover* \$ _____ Other: _____ \$ _____	
For drop-ship orders: 20% of System Price due at Customer signing \$ _____ 80% of System Price due at Delivery* \$ _____ Other: _____ \$ _____	
*Customer will be invoiced on both the scheduled Delivery date and on either the Cutover date for Voice products/services or the Service completion date for Data products/services, as applicable, with payment due upon receipt of invoice. Late payments may result in suspension of work and in installation and/or Cutover delays.	

Customer Initials

ORDER FORM



SECTION D: SUPPORT AND MANAGED SERVICES

Service Fee (excluding applicable taxes): \$

Term of Order:

CCAT Application License Fee (excluding applicable taxes): \$

Payment Terms: Service Billing Option for Managed Services and Maintenance (excluding applicable taxes):

Billing payment schedule (check one): ☐ Annually \$____ ☐ Semi-Annually* \$____ ☐ Quarterly* \$____ ☐ Monthly* ____
☐ Pre Paid Billing (Standard) ____ years \$____ (per year)

*Any billing option selected other than annual will incorporate an additional processing fee.

SECTION E: ATTACHMENTS

Select all that apply:

- ☒ Scope of Work (Product & Managed Services)
☒ Customer Inventory Schedule(s) ____
☐ Software License

- ☐ Tax Exemption Certificate
☐ Lease/Financing company documentation
☐ Other ____

SECTION F: SIGNATURES

Customer: City of Billings

NextiraOne, LLC d/b/a Black Box Network Services

BY:

BY:

(Authorized Signature)

(Authorized Signature)

NAME: Christina Volek

NAME: John Crosby Smith

TITLE: City Administrator

TITLE: V.P. WEST REGION

DATE: 2/17/09

DATE: 6-15-10

Customer:

Project:

Black Box Network Services STATEMENT OF WORK FOR City of Billings

June 28, 2010

Project Name: City Hall CS1000E Migration

Project Number: 65875

Company: City of Billings
Address: 210 North 27th Street
Suite/Floor:
City, ST: Billings, MT
Zip Code: 59101

Customer Contact: David Watterson
Phone: 406 657-8330
Email: wattersond@ci.billings.mt,us

Black Box Account Rep: Jerry Jessop
Phone: 406-586-0384
Email: jerry.jessop@blackbox-vs.com

Black Box Sales Engineer: David O. Poss
Phone: 406-458-1948
Email: david.poss@blackbox-vs.com

Black Box Project Manager: Jesse Peinado
Phone: 925 485-1789
Email: jesse.peinado@blackbox-vs.com

Customer:

Project:

Executive Overview

The City of Billings has a 7 system MCDN/Nortel PBX Network and virtually all Nortel Data equipment in their network. They are a long-term Black Box Network Services customer and are currently covered by a maintenance contract and MOA. This project is a continuation of migration to newer platforms and IP.

Project Scope

Black Box Network Services is to provide for a migration of the Nortel CS1000M-SG release 4.5 Advanced Network Services software to a new CS1000E-HA release 6.0 Premium Network Services software.

The OPT11C release 3.0 located at Logan Airport is to migrate to a Survivable Media Gateway 1000E connecting to the new CS1000E-HA at City Hall.

A Mini Carrier Remote hosted on the Airport OPT11C, located at the MET Bus facility is to be replaced with a Survivable Media Gateway 1000E.

The existing PBX is to be reduced in footprint to a single 16 slot IPE module. A new IP controller card (MG-XPEC) is to be installed in the IPE module and connected to a new CS1000E Core. Two new Media Gateways, equipped with redundant call servers are to be installed in a City provided rack. Two new 1RU IBM rack servers are to be installed for redundant signaling servers, replacing the existing ISP1100 signaling server.

A new PRI gateway is included to replace eight (8) of the existing nine (9) PRIs, with a single TMDI card to replace the ninth PRI. The existing Dual-Port PRI and QPC720 cards are not compatible with the new CS1000E platform.

The single cabinet OPT 11C at Logan Airport is to be converted to a Survivable MG1000E. This will allow for the existing PRI TIE to City Hall to be disconnected, while keeping the eight (8) port analog trunk card for survivability to the local carrier. Optionally, the existing PRI could be used for local trunks connecting to the local carrier.

The MET Bus Mini Carrier remote's line cards and analog line card are to be re-used in the new Media Gateway. Two new chassis are included. One new main chassis and one (1) new expander chassis are included. The eight (8) port analog trunk card is to be used for survivability to the local carrier.

All user licenses are to be upgraded and transferred from the CS1000M-SG and OPT11C to the new CS1000E. This migration will allow for the remaining four (4) OPT 11C PBXs to migrate to Media Gateways and be hosted by this new platform, with all user licenses transferred.

Solution Architecture

The CS 1000E is a converged IP PBX design with both pure IP and TDM capabilities. It can support a combination of IP and TDM client devices as well as any combination of SIP and H.323 or traditional analog or digital trunking. The CS 1000 is architected on a real-time UNIX-like operating system kernel (i.e., VxWorks) with highly controlled interfacing options for increased security. This makes it significantly less vulnerable to security breaches, thus minimizing risk from attackers. This real-time operating system also gives priority to call processing over management tasks - critical for telephony environments. This is a significant Nortel technology differentiator.

Customer:

Project:

Media Gateway 1000E supports analog and digital line and trunk cards. Up to 50 Media Gateway 1000Es (MGs are 4 card slots each) and their associated Media Gateway Expansions (MGEs are 4 card slots each) for a total of 240 card slots can be provisioned for TDM devices and their required DSP resources. DSP resources are provisioned on single-slot Media Cards that support 32 DSP channels each or on DSP daughterboards that mount onto the Media Gateway controller card and can support up to 128 DSP channels. Analog lines are supported with a 16 port single slot analog line cards. They can be installed in any Media Gateway 1000E slot. Each software-programmable Universal Trunk Card can support a multitude of trunk types and has 8 physical ports. The Universal Trunk Card supports GS/LS and DID and can be inserted into any universal card slot within the Media Gateway 1000E. Digital TI/PRI can be inserted into any of the 4 slots of the Media Gateway Chassis.

The MG 1000E PRI Gateway delivers up to 8 E1/T1 PRI spans in a compact 2U high density, 19 inch wide rack mount form factor. The MG 1000E PRI Gateway has three components: the MG 1000E PRI Gateway chassis (including fan unit and power), the E1/T1 motherboard capable of 4 PRI spans and an expansion module capable of adding 4 more PRI spans. The gateway also uses CS 1000E existing cards: Media Gateway Controller, the 32 and 96 DSP daughterboards and the D-channel daughterboard. It supports all Nortel's PRI/PRI2 multi-country variants protocol stacks (including MCDN/DPNSS) that run on traditional PRI packs. The PRI spans are configured using the existing system overlays used for existing PRI cards.

Survivable Media Gateway enhances the reliability of CS 1000E systems by allowing the provisioning of up to 50 geographically remote Secondary Call Servers to a Primary Call Server. You can configure each Secondary Call Server as Alternate Call Server 1 or Alternate Call Server 2 for the devices assigned to it.

Survivable Media Gateway provides two levels of redundancy. If the Primary Call Server fails, local and remote resources register with the Secondary Call Server configured as Alternate Call Server 1. If the Primary and Secondary Call Servers both fail, or the WAN fails, local resources register with the Secondary Call Server that is installed at the local site and configured as Alternate Call Server 2.

In addition to the redundancy provided for IP resources, Survivable Media Gateway provides redundancy for TDM resources through triple IP registration. Media Gateways register to the Primary Call Server as first choice, Alternate Call Server 1 as second choice, and Alternate Call Server 2 as third choice.

Project Pricing

Pricing is per the attached Order Form. Pricing includes all necessary hardware and software. Pricing includes all labor for installation, configuration, and training as detailed in the description of this document.

Black Box Network Services has made every effort to provide City of Billings with accurate quotes and pricing. However, the accuracy and completeness of all final quotes is dependent upon the information provided to Black Box Network Services.

This pricing include discounts that expire on 06-30-2010, this pricing is no longer valid if not executed and delivered to Black Box Network Services prior to the expiration date.

Customer:

Project:

Peripheral Equipment

Project Change Control

Should this Statement of Work change due to customer requirements or unforeseen field conditions, deletions and/or additions will be addressed using an installation change order "ICO" to reflect the appropriate cost adjustments. After the final equipment and/or software order, additions will be invoiced at current retail pricing.

Charges and Fee Schedule Section

Project Organization and Role Definition

Black Box Network Services will assign a Project Manager to oversee all aspects of the installation. The PM assigned will be the main point of contact for the entire installation and all scheduling and/or changes to this Statement of Work will be coordinated with the PM. All communications should be through the Project Manager to insure a complete and smooth implementation of your communications application.

City of Billings will designate a customer contact to be Black Box Network Services primary contact regarding the administration and other matters related to the project. The customer contact is responsible for coordinating all on-site project activities with the Project Manager, attending all necessary meetings, working together with the Project Manager to build and accept the project schedule and staying abreast of the project status to ensure all City of Billings tasks and deliverables are completed and delivered on time as per the project schedule.

The Project Manager will assemble an implementation team for this project. These roles and responsibilities are:

Insert BBNS Role Definitions

Project Timeline and Milestones

This project is designed as a **Single** phase implementation solution with installation date(s) to be determined. An installation schedule that reflects specific tasks, responsibilities, and dates will be finalized based on City of Billings input and approved dates.

This project requires the accurate scheduling of personnel to complete on time. It is important to complete all assigned tasks as stated on the installation schedule. Any delays with task completion will result in altered costs and time frames.

Assumptions

City of Billings is to provide all required layer 2/3 QoS enabled data connections for the PBX subnets and rack space.

The Mini Carrier Remote at MET Bus is equipped with two (2) digital line cards, one (1) analog line card, and one (1) analog trunk card. These cards are to be relocated to the new Media Gateway chassis.

City of Billings is to provide data connectivity between Logan Airport and City Hall and between Met Bus and City Hall. The maximum round-trip delay on the IP network between Call Servers and Media Gateways is 80ms, with a maximum allowable packet loss of 0.5% (0% is

Customer:

Project:

recommended). Additional ELAN signaling traffic is required beyond the normal voice traffic. It is estimated that approximately 200K of ELAN bandwidth is required as the Survivable Media Gateways are configured. It is recommended to reserve 500K.

Customer Responsibilities

Non-Standard payment terms 25% at contract signing, due July 15, 2010, inclusive of Pass Plus, 60% upon delivery of the equipment or software and 15% upon cutover. Cutover will not take place without receipt of the delivery payment. **Any modifications to our standard payment terms must be approved by Black Box Network Services Credit/Finance department.**

Provide a single point of contact to provide information or access to the information for system design and network requirements.

Provide blueprints/floor plans and furniture layouts identifying all voice and data locations prior to system design.

All space, power and environmental specifications for the equipment room(s) as per manufacture requirements.

All electrical wiring facilities and cable infrastructure shall be industry compliant and meet all local, city, county and state regulations.

Provide, in advance, notification of any unique requirements, hazardous locations, security precautions, access restrictions or other extraordinary conditions that may exist and which may affect the execution of the project.

Responsible to supply a secured area to warehouse the equipment and material required to complete the project.

Provide a resource for access to the customer site if after hours work is required.

Complete the System Design Workbook, which will be reviewed with resources designated by City of Billings during a System Design Workshop (SDW). This project includes 2 hours for the SDW and it will be conducted by a Business Applications Consultant (BAC) during which time the BAC will review features and functionality of the new system.

After Black Box Network Services reviews the completed System Design Workbook and completes the system design, an outline of the design along with a System Design Freeze Date recommendation will be presented and City of Billings will be responsible for authorizing the design to move forward with the installation. After this, Black Box Network Services will commence system configuration and can complete the final ordering process. Changes requested to the system design made after the freeze date will be handled via the ICO process.

All PC and LAN connections required to complete the solution as described in this Statement of Work. All patch cords required, in the LAN room and at the desktop.

All racking equipment required to house any new data and voice equipment.

The disposition of the existing equipment that will be displaced is the customer's responsibility unless noted otherwise.

Music on Hold requires site licensing by City of Billings. Black Box Network Services has provided an external music on hold interface to support a customer provided music source. If City of

Customer:

Project:

Billings has an approved music on hold source at the time of cutover, Black Box Network Services will connect the source to the Telecommunications server at no additional charge.

Interfacing with third party and customer provided equipment holds risk. It is City of Billings responsibility to coordinate third party vendors to work with Black Box Network Services as required and as specified in Schedule A and this Statement of Work. If a problem occurs it is the customer's responsibility to contact their local vendor to correct the issues.

During the warranty period, the Black Box Network Services Customer Solutions Center or our vendor require the ability to access the system remotely. This will require City of Billings to supply a dedicated two- wire PSTN analog loop start line for system modem and out-dialing connectivity. The presence of the remote connection allows for the Black Box Network Services to call into the system to provide support, address issues, answer questions, deliver software patches and upgrades and determine the type and need of on-site support. Without the remote connection, support is limited to the availability of technical resources to be dispatched to site. Depending on system type, the use of VPN Client can also be used to provide a higher level of integration in addition to the analog line.

Other tasks as specified in the installation schedule agreed to by both parties.

Reuse of Customer Infrastructure

The reuse of existing cable holds risk and every attempt will be made to reuse existing cable, any issues resulting from the existing cable will cause altered costs and time frames.

This quote assumes that all station cables existing and/or installed by third parties meets (Category 3 for Analog/Digital Phones and Category 5E for IP Phones) EIA/TIA or higher standards and that all cables are labeled correctly as to identify them on the station and MDF ends, with cable records that detail that information by building and floor.

Black Box Network Services will tone 0 locations of the existing cable and will set and test 0 phone locations. Black Box Network Services will test 0 existing analog locations.

End-User Training

N/A End user training is not required.

Feature functionality between the existing communication system and the new system will have significant functionality differences to the end user. Due to these differences Black Box Network Services highly recommends that all customer personnel attend training classes.

End User Training: Training for 0 number of end-user training classes on feature and basic voicemail use has been priced into this project. Training will be conducted on live phones as close to cutover as possible. These classes are based on 4 classes per day. Each class is approximately 1 to 1.5 hours long with 10 to 12 people attending each class. If additional days are required, they will be billed based on the additional time needed. Reference guides will be distributed at each class. The scheduling of employees into these classes is the customer's responsibility.

Customer:

Project:

Network

The installation of Telco facilities always holds risk. Black Box Network Services will make every effort to insure a quick and accurate installation of these circuits. Neither City of Billings nor Black Box Network Services have control over those companies supplying the circuits. Delays will cause altered costs and time frames.

Black Box Network Services has included (0) hours of technical time for the installation of your Telco circuits. Any additional labor required because of missed timeframes, improper engineering, or other carrier related issues will be billable.

Implementation and Delivery Acknowledgement/Acceptance:

The product will be deemed accepted by (5) business days after it's cutover date, unless you notify us in writing within such period of any non-conformities. Upon such notice, we will promptly correct any such non-conformity to the specifications of this SOW. Cutover of the system marks the commencement of the warranty period. For equipment only agreements, the product will be deemed accepted upon receipt of the delivery to the customer site.

Post Implementation Support

City of Billings will call the Black Box Network Services Customer Solutions Center for all warranty, service and MAC needs at 800-676-8800. Black Box Network Services also offers web access for all warranty, service and MAC needs at <https://csc.blackbox-vs.com>. Black Box Network Services requests City of Billings to provide a single point of contact who agrees to employ remedial measures as reasonably requested by Black Box Network Services. Our goal is to provide all support needs, provide problem isolation and/or resolution and provide dispatching while maintaining ownership of the initial call from start to finish.

Non-Black Box Network Services Products or Services

Warranties to Non-Black Box Network Services Products or Services are limited to those made by each vendor. At the expiration of these warranties, Black Box Network Services is not responsible for providing maintenance services on the Non-Black Box Network Services Products and Services. It is the obligation of the customer to contract with the appropriate vendors to obtain the necessary maintenance services. Black Box Network Services will not be liable for compensation, reimbursement or damages of any kind, including without limitation, direct, indirect, consequential, incidental, special, or punitive damages and damages arising out of the loss of prospective profits with regards to any Non-Black Box Network Services Product or Services.



Customer:

Project:

Nortel Partner Assurance Support Services

The term of the Nortel Partner Assurance Support Services contract is (2) year(s) and expires (2) year(s) from the estimated cut date on the attached Schedule A.

No labor or hardware has been included in this pricing for the Nortel Partner Assurance Support Services. Labor & hardware required for subsequent Nortel Partner Assurance Support Services releases will be purchased by the customer at Black Box Network Services then-published labor and material rates

Statement of Work Approval

**City of Billings/ Christina Volek/City
Administrator**

Black Box Network Services

Name / Title

Name / Title

Signature

Signature

Date

Date

Regular City Council Meeting

Consent : 1.L.1.

Date: 06/28/2010

TITLE: Gold Wing Touring Association Parade/Drill Team Performance

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

City Council tabled this item on June 14, 2010, because the Gold Wing Road Riders requested changes in the parade route and a date change for their street closure.

Part A: The Gold Wing Road Riders request an evening motorcycle parade on July 20, 2010, assembling at 9:30 p.m. at the Faith Evangelic Church, 3145 Sweetwater, and lasting approximately 30-40 minutes. The parade route will be north on 32nd/Zimmerman Trail to Hwy 3, east on Hwy 3 to the Rod & Gun Club Road, and returning on Hwy 3, to 32nd/Zimmerman Trail to Central Ave. The parade will turn west on Central to Paciugos Ice Cream parking lot and de-stage.

Part B: On July 21, 2010, from 9:00 a.m. to 4:00 p.m., a street closure on North 19th between 6th Ave N. and 7th Ave N. for a drill team performance as entertainment and learning event for the community.

Recommended conditions of approval include, Gold Wing Touring Association to:

1. Have no alcohol consumption in the public right of way
2. Contact all businesses and make them aware of the event
3. Clean the area to be used and provide and empty waste cans
4. Notify all emergency facilities, bus lines and media at least two weeks in advance of the event
5. Provide and install adequate traffic barricades and signs directing motorists around closure
6. Provide a certificate of insurance with required liability amounts naming City of Billings as additional insured
7. Coordinate with the Police and Traffic Engineering Departments to ensure proper traffic control and police assistance

ALTERNATIVES ANALYZED

The Council may:

- Approve request for the parade route and street closure; or
- Deny the request

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 the by the Gold Wing Road Riders Association

RECOMMENDATION

Staff recommends that Council approve the parade and street closure for the Gold Wing Road Riders as noted on the attached map.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [GWTA Attach](#)



City of Billings
RIGHT-OF-WAY ACTIVITY
PERMIT

Please check the type of activity you are applying for:

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

Submit this application with attachments to either the: Public Works office, 510 N. Broadway, 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 Bruce Keenan

ORGANIZATION MAKING APPLICATION GUTA

PHONE 317-243-6822

ADDRESS P.O. Box 42403, Indianapolis, IN 46242

EMAIL ADDRESS membership@citygwta.com ; gwtaed@aol.com

APPROXIMATE TIME EVENT WILL:

Assemble 9:00 am Start 9:00 am Disband 4:00 pm

DATE OF EVENT July 21, 2010

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

Drill team performance on N. 19th St.

Close N 19th from 16th to 7th for duration.

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

BLOCK PARTY STREET LOCATION (IF APPLICABLE):

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

GUTA will provide the 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 Bruce Korman DATE 4/1/2010

APPLICATION APPROVED _____ DATE _____

APPLICATION DENIED _____ DATE _____

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

FOR CITY USE ONLY

FEE: _____

APPLICANT NOTIFIED BY: _____

DATE: _____

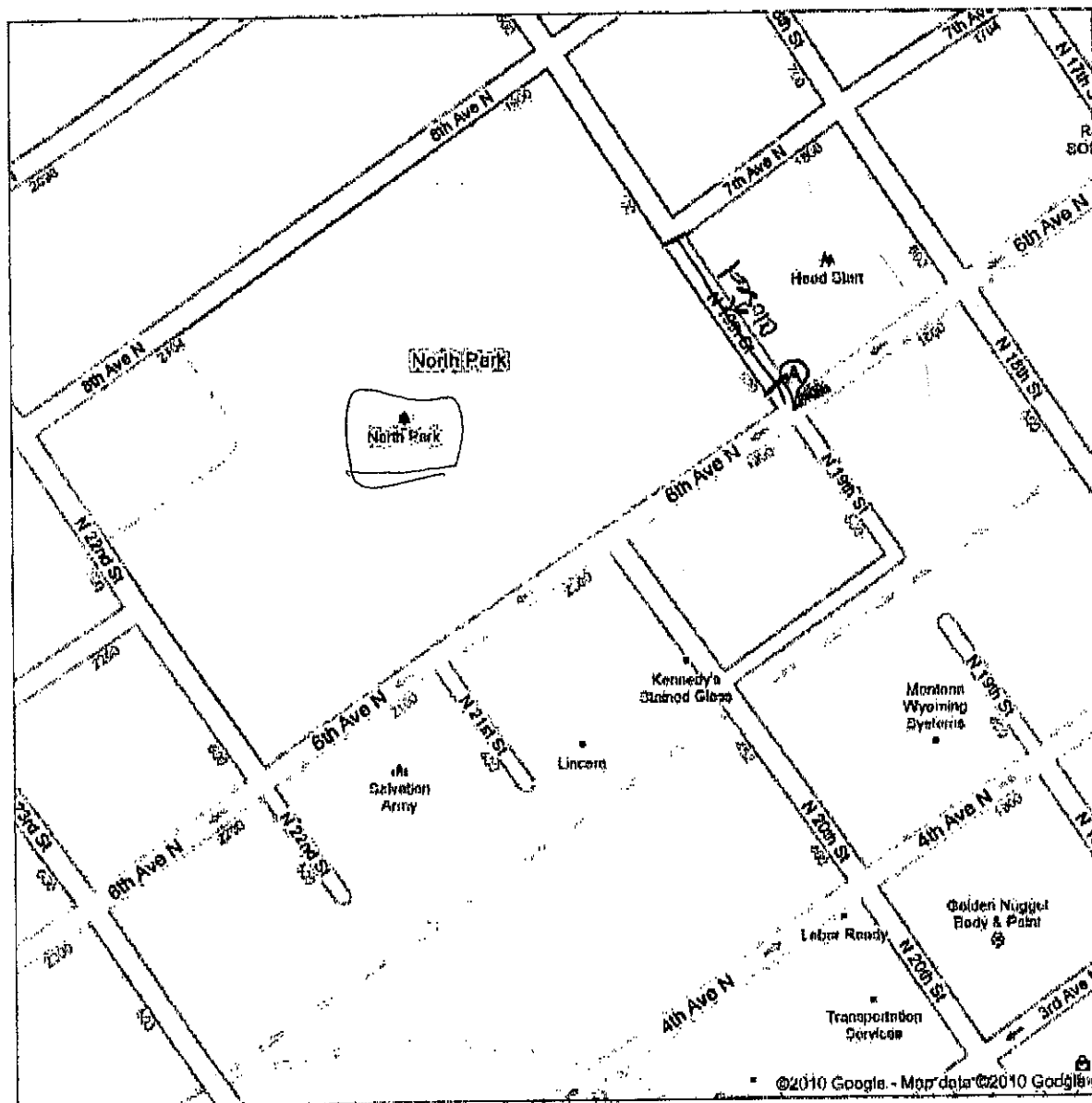
COPIES TO:
CITY ADMINISTRATOR
DEPUTY CITY ADMINISTRATOR
POLICE CHIEF
FIRE CHIEF
FIRE MARSHALL
MET TRANSIT MANAGER
STREET/TRAFFIC SUPERINTENDANT
TRAFFIC ENGINEER
PRPL DIRECTOR
PARKING SUPERVISOR
CITY ATTORNEY

Google maps

Address N 19th St
Billings, Mt 59101

Get Google Maps on your phone

Text the word "GMAPS" to 466453





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, 310 N. Broadway, 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 Bruce Keenon

ORGANIZATION MAKING APPLICATION GWTA

PHONE 317-243-6822

ADDRESS P.O. Box 42403, Indianapolis, IN 46242

EMAIL ADDRESS Membership@gwta.co.com; gwta.ed@aol.com

APPROXIMATE TIME EVENT WILL:

Assemble 9:30pm Start 10:00pm Disband 11:00pm

DATE OF EVENT July 20, 2010

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

Light Parade - Stage @ Faith Evangelical church, right up Zimmerman trail, right onto Hwy 3, u-turn at Rod & Gun Club Rd, left down Zimmerman trail to Central Ave. Turn right on Central & head west to Pacifico (3429 Central) & de-stage (Pacifico is on board). Veritable Message boards planned for Hwy 3. Billings Police to conduct traffic control for duration.

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

BLOCK PARTY STREET LOCATION (IF APPLICABLE):

N/A

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

N/A

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 Bruce Kern DATE 4/16/10

APPLICATION APPROVED _____ DATE _____

APPLICATION DENIED _____ DATE _____

ADDITIONAL RESTRICTIONS OR SPECIAL CONDITIONS: YES | ☐ | NO | ☐ |
(IF YES, ATTACH COPY)

FOR CITY USE ONLY

FEE: _____
APPLICANT NOTIFIED BY: _____
DATE: _____

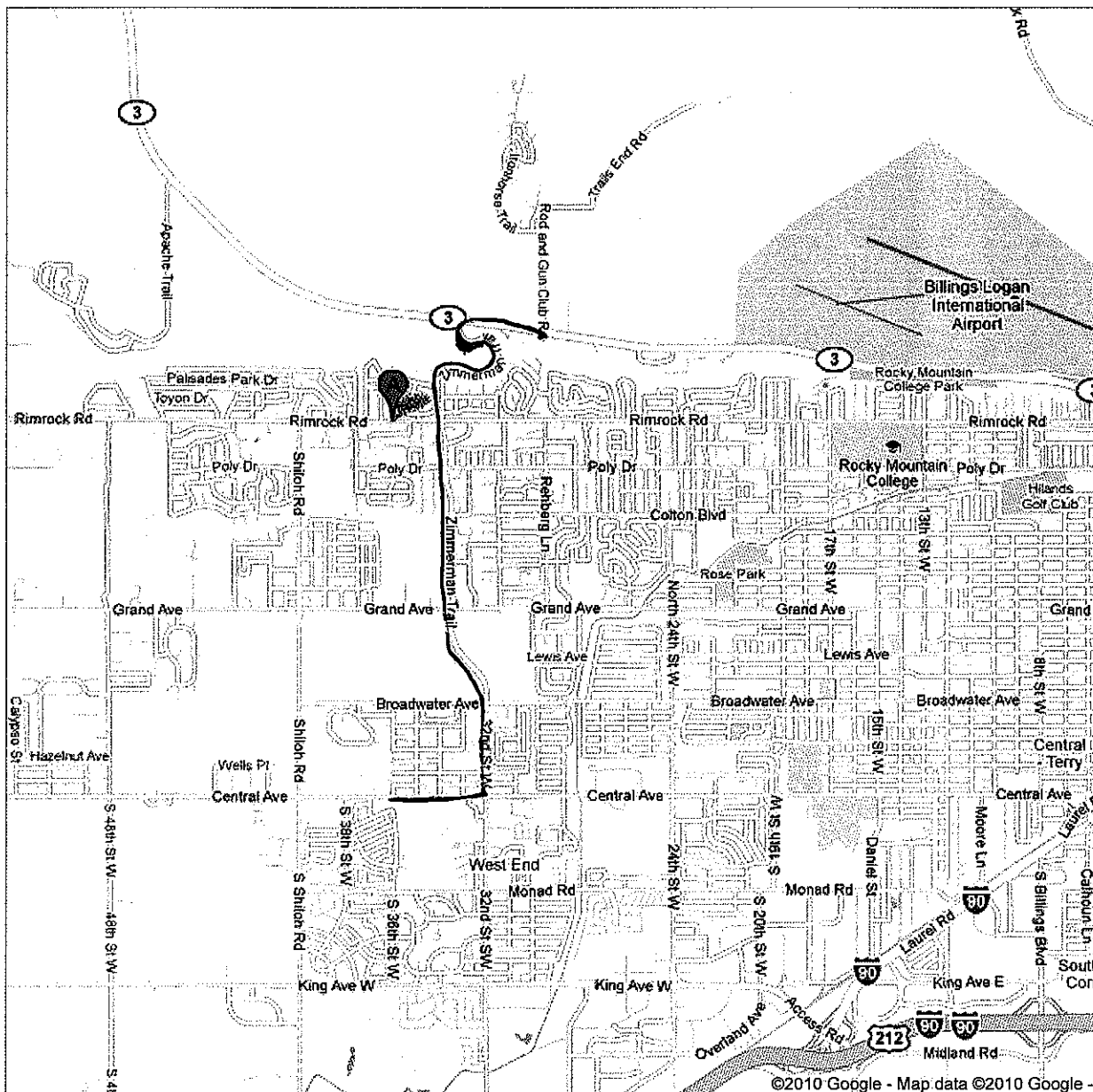
- COPIES TO:**
CITY ADMINISTRATOR
DEPUTY CITY ADMINISTRATOR
POLICE CHIEF
FIRE CHIEF
FIRE MARSHALL
MET TRANSIT MANAGER
STREET/TRAFFIC SUPERINTENDANT
TRAFFIC ENGINEER
PRPL DIRECTOR
PARKING SUPERVISOR
CITY ATTORNEY

Google maps Address **Rimrock Rd**
Billings, Mt

Get Google Maps on your phone



Text the word "GMAPS" to 466453



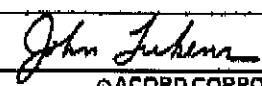
ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 4/26/2010
PRODUCER Phone: 812-232-0441 Fax: 812-232-0926 FORREST SHERER, INC. PO BOX 900 TERRE HAUTE IN 47808-0900		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Gold Wing Touring Association P.O. Box 42403 Indianapolis IN 46242-0403		
		INSURERS AFFORDING COVERAGE
		INSURER A: Central Insurance
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:
		NAIC #

COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR ADD'L TR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	CLP8624375	11/9/2009	11/9/2010	EACH OCCURRENCE	\$2,000,000
	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (EA occurrence)	\$300,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person)	\$ Excluded
					PERSONAL & ADV INJURY	\$2,000,000
	GENERAL AGGREGATE				\$4,000,000	
	PRODUCTS - COMP/OP AGG				\$4,000,000	
	GEN'L AGGREGATE LIMIT APPLIES FOR:					
	☐ POLICY ☐ PRO. ☐ AGG ☐ LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (EA accident)	\$
	☐ ANY AUTO				BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	☐ HIRED AUTOS					
	☐ NON-OWNED AUTOS					
	DAMAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	☐ ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY AGG	\$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	\$
						\$
	DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				OTH-ER	\$
	If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$
	OTHER				E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$

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

Certificate Holder is listed as an additional insured with regards to General Liability.

Events: Light Parade July 20, 2010 and Depot Street Fair July 21, 2010.

CERTIFICATE HOLDER City of Billings P.O. Box 1178 Billings MT 59103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE 

Date: 06/28/2010

TITLE: Harvest Evangelical Church Freedom 5K Fun Run

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Harvest Church requests a temporary street closure as outlined in the attached event route map for Saturday, July 3, 2010, from 7:30 am to 11:00 am, for the Freedom 5K Fun Run. The Fun Run will start at Harvest Church, proceed northwest on West Wicks Lane, east on Matador. south on Vesca Way, east on Sierra Grande Boulevard, south on Fantan, west on West Wicks Lane, and end at Harvest Church.

Recommended conditions of approval include that the Harvest Church:

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. All course guards (flaggers) shall wear safety apparel and use approved STOP/SLOW paddles

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 for this event other than administrative time to process the permit. Police, traffic control and litter removal are to be paid for by Harvest Church.

RECOMMENDATION

Staff recommends that Council approve the temporary closure of the streets for the Harvest Church Fun Run.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [Harvest Church Attach](#)



City of Billings RIGHT-OF-WAY ACTIVITY PERMIT

Please check the type of activity you are applying for:

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

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

PERSON MAKING APPLICATION

Suzanne Moran

ORGANIZATION MAKING APPLICATION

Harvest Evangelical Church

PHONE

406-259-5648

ADDRESS

1235 W. Wicks Lane, Billings, MT 59105

EMAIL ADDRESS

Suzanne@harvestweb.net

APPROXIMATE TIME EVENT WILL:

Assemble

7:30AM

Start

8:00AM

Disband

11:00AM

DATE OF EVENT

Sat. 7/3/10

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

Annual 5K Run, sponsored by
Harvest Church.

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

Harvest Church → West → W. Wicks Lane → East →
Matador → Vesca Way → East → Sierra → South
→ Fantan → West → W. Wicks → END @
Harvest Church

BLOCK PARTY STREET LOCATION (IF APPLICABLE):

N/A

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

Volunteers will clean up along
5K route.

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)

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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 Suzanne Moran DATE 6/17/10

APPLICATION APPROVED _____ DATE _____

APPLICATION DENIED _____ DATE _____

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

FOR CITY USE ONLY

FEE: _____

APPLICANT NOTIFIED BY: _____

DATE: _____

COPIES TO:

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

N

Border to Drag this Ad

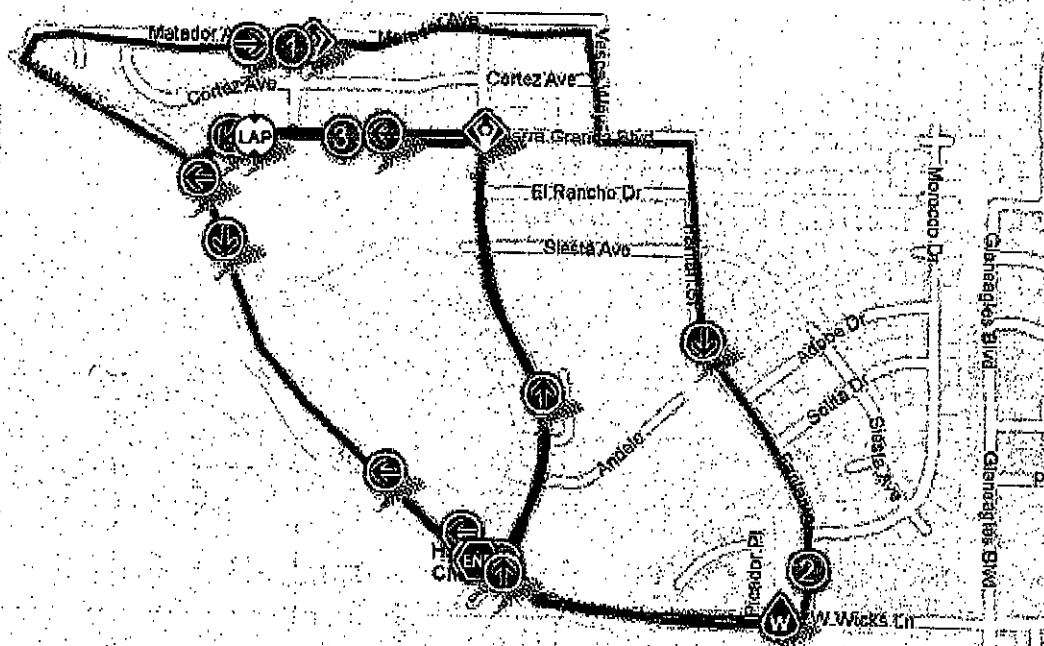
JULY 3-25 2010

RIDE YOUR BIKE, SUBMIT
YOUR RIDE, WIN PRIZES!

REGISTER NOW

Members don't see this Ad - Log In

5K Run
SAT July 31 2010



Map data ©2010 Google - Terms of Use

8



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
6/17/2010

 PRODUCER (406)728-0793 FAX: (406)728-2711
 Glidewell Investments & Insurance Group, Inc.
 2001 S Russell
 PO Box 4207
 Missoula MT 59801-6621

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

 INSURED
 Harvest Church
 1235 W Wicks Lane

Billings MT 59105

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Brotherhood Mutual

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 OR SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	25X0376425	5/7/2010	5/7/2011	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC				GENERAL AGGREGATE \$ 3,000,000
					PRODUCTS - COMP/PROP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE \$
	☐ DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
	OTHER				E.L. DISEASE - POLICY LIMIT \$

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

For Celebrate Freedom 5K Run event on 7/3/10. Certificate holder is listed as additional insured for this event, subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

 City of Billings
 Attn: Susan - Dept of Public Works
 2224 Montana Ave
 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 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Debi Devine/DEBI

ACORD 25 (2009/01)

INS025 (200901)

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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

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

Regular City Council Meeting

Consent : 1.M.

Date: 06/28/2010

TITLE: Temporary Closure of Phipps Park over 4th of July Holiday

PRESENTED BY: Mike Whitaker

Department: Parks/Rec/Public Lands

Information

PROBLEM/ISSUE STATEMENT

The City Parks and Recreation Department and the Fire Department are requesting temporary closure of Phipps Park from Friday, July 2 through Monday, July 5, 2010, for the 4th of July holiday because of the potential of wildland fire caused by fireworks.

ALTERNATIVES ANALYZED

Council may:

- Approve the temporary closure of Phipps Park during the 4th of July holiday; or
- Not approve the temporary closure of Phipps Park during the 4th of July holiday.

FINANCIAL IMPACT

There is no financial impact to the City for the temporary closure of Phipps Park.

RECOMMENDATION

Staff recommends Council approve the temporary closure of Phipps Park during the 4th of July holiday.

APPROVED BY CITY ADMINISTRATOR

Date: 06/28/2010

TITLE: SID 1391 Lynn Avenue Resolution of Intent to Create District and Set a Public Hearing

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

The property owners along the 3500 block of Lynn Avenue have expressed interest in creating an SID to pave Lynn Avenue. SID 1391 will construct curb and gutter and street paving to Lynn Avenue between 35th Street West and 36th Street West and to the east side of 36th Street West from Central Avenue to just north of Lynn Avenue. There are twelve property owners on Lynn Avenue and they have returned a petition to the Engineering Division signed by seven of the property owners. The only other property owner within the district is the commercial property at the corner of Central Avenue and 36th Street West which signed a waiver of right to protest at the time of construction of the building. Due to the fact that two of the properties are corner lots and the city SID policy only allows assessments to be on the addressed side of the property, the city is contributing \$40,000 of gas tax to the SID.

ALTERNATIVES ANALYZED

The Council may:

- Approve the Resolution of Intent to Create SID 1391 and set a public hearing for July 26, 2010, City Council Meeting; or
- Do not approve the Resolution of Intent to Create SID 1391.

FINANCIAL IMPACT

The total estimated costs of the Improvements are \$190,000.00. The costs of the Improvements are to be paid from the following sources: (1) \$150,000.00 of Special Improvement District bonds; and (2) \$40,000.00 cash contribution from the City of Billings utilizing gas tax funds.

RECOMMENDATION

Staff recommends that Council approve the Resolution of Intent to Create SID 1391 and set a public hearing date for July 26, 2010.

APPROVED BY CITY ADMINISTRATOR

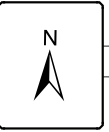
Attachments

Link: [SID 1391 Exhibit A](#)

Link: [SID 1391 Exhibit B](#)

Link: [Attachments to Resolution of Intent](#)

Link: [Resolution of Intent to Create](#)



ST. JOHNS AVENUE

ST. JOHNS AVENUE

7

6

5

4

3

2

1

Central Acres Subdivision

BLOCK 3

8

9

10

11

12

13

14

LYNN AVENUE

LYNN AVENUE

7

6

5

4

3

2

1

Second Filing

BLOCK 2

9A

10

11

12

13

14

CENTRAL AVENUE

36TH STREET WEST

35TH STREET WEST

Legend

 SID 1391 Boundary

SID 1391 EXHIBIT A

EXHIBIT B

SID #1391 BOUNDARY DESCRIPTION

A tract of land situated in the SW1/4 of SW1/4 of SE1/4 of Section 2, T. 1 S., R. 25 E., P.M.M., in the City of Billings, Yellowstone County, Montana; said tract being more particularly described as follows, to-wit:

Being Lots 8 through 13, Block 3, and Lots 2 through 7, Block 2, of Central

Acres Subdivision, Second Filing, as recorded under Document No. 532311;

Lot 9A of Amended Plat of Lots 8 & 9, Block 2, of Central Acres Subdivision, Second Filing, as recorded under Document No. 3441807.

7-Jun-10

RECOMMENDED BONDING COST ANALYSIS

SID 1391 -Lynn Avenue

Street & Storm Improvements

SID CONSTRUCTION COSTS	\$	142,154.00
ADMINISTRATION COSTS		
DESIGN AND CONSTRUCTION ADMINISTRATION		\$21,323.10
POSTING & BONDING - ADVANCE COSTS (\$4.50 PER TAX CODE)		\$3,000.00
SUBTOTAL ADMINISTRATION COSTS	\$	24,323.10
SUBTOTAL PROJECT COSTS	\$	166,477.10
LESS CONTRIBUTIONS		
CITY OF BILLINGS	\$	(40,000.00)
PROJECT COSTS TO BE APPLIED TO SID	\$	126,477.10
SID COSTS		
ADMINISTRATION / FINANCE FEES (2.5%)	\$	3,750.00
ENGINEERING FEE (3.5%)	\$	5,250.00
SID REVOLVING FUND (5%)	\$	7,500.00
BOND DISCOUNT FEE (2%)	\$	3,000.00
INSURANCE COSTS (3%)	\$	4,500.00
ROUND OFF	\$	(477.10)
TOTAL BONDING COST	\$	150,000.00

BONDS AWARDED TO:

INTEREST RATE _____ % DATE BONDS ISSUED: _____

_____ BONDS @ \$ _____ TOTAL ISSUE \$ _____

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

AND SHALL MATURE JANUARY 1, _____ .

APPROVED THIS _____ DAY OF _____ 20 _____ .

ENGINEER FOR THE DISTRICT

DIRECTOR OF FINANCE

CITY ENGINEER

EXHIBIT C

SID 1391 - Lynn Avenue

ENGINEER'S ESTIMATE OF PROBABLE COST

All Improvements

This estimate is based on approximate quantities and costs for improvements, complete in-place to serve the 3500 Block of Lynn Avenue

ALL ITEMS ARE COMPLETE IN-PLACE

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	Total Cost
<u>Streets & Storm Drain</u>					
101	1	LS	Mobilization and Insurance (5%)	@ \$6,290.00 / LS = \$	6,290.00
102	1	LS	Clearing and Grubbing	@ \$1,100.00 / LS = \$	1,100.00
103	930	CY	Unclassified Excavation	@ \$11.00 / CY = \$	10,230.00
104	700	CY	1 1/2-inch Base Gravel	@ \$21.00 / CY = \$	14,700.00
105	27	TN	Asphalt Oil (6%)	@ \$400.00 / TN = \$	10,800.00
106	440	TN	Asphalt	@ \$40.00 / TN = \$	17,600.00
106A	2	EA	Speed Humps	@ \$3,000.00 / EA = \$	6,000.00
107	1,100	LF	Curb & Gutter	@ \$11.00 / LF = \$	12,100.00
108	2,500	SF	4-inch Driveway	@ \$5.00 / SF = \$	12,500.00
109	2	EA	Adjust Valve Box	@ \$300.00 / EA = \$	600.00
110	1	EA	New Traffic Control Signs	@ \$300.00 / EA = \$	300.00
111	2	EA	Storm Drain Inlets	@ \$1,500.00 / EA = \$	3,000.00
112	50	LF	12" Lateral SD Pipe	@ \$60.00 / LF = \$	3,000.00
113	1	LS	Erosion Control	@ \$600.00 / LS = \$	600.00
114	300	SF	HC Ramps	@ \$10.00 / SF = \$	3,000.00
115	3,280	SF	6-inch Thick Drive Approach	@ \$6.00 / SF = \$	19,680.00
116	1	LS	Sprinkler Restoration	@ \$1,750.00 / LS = \$	1,750.00
117	12	EA	Mailbox	@ \$150.00 / EA = \$	1,800.00
118	1	LS	Traffic Control	@ \$750.00 / LS = \$	750.00
Subtotal - Streets					= \$ 125,800.00
Total Construction Costs					\$ 125,800.00
Construction Contingency (13%)					\$ 16,354.00
TOTAL COST OF CONSTRUCTION IMPROVEMENTS					= \$ 142,154.00
<u>Construction & S.I.D. Administrative Costs</u>					
Design and Construction Administration					= \$21,323.10
Testing					= \$3,000.00
TOTAL ADMINISTRATIVE COSTS					= \$24,323.10
CONSTRUCTION & ADMINISTRATION SUBTOTAL					= \$166,477.10

EXHIBIT C

SID 1391 - Lynn Avenue

ENGINEER'S ESTIMATE OF PROBABLE COST

ASSESSMENT #1 - STREET & STORM DRAIN

This estimate is based on approximate quantities and costs for improvements, complete in-place.

ALL ITEMS ARE COMPLETE IN-PLACE

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	Total Cost
<u>Streets & Storm Drain</u>					
101	1	LS	Mobilization and Insurance (5%)	@ \$5,793.42 / LS = \$	5,793.42
102	1	LS	Clearing and Grubbing	@ \$1,000.00 / LS = \$	1,000.00
103	860	CY	Unclassified Excavation	@ \$11.00 / CY = \$	9,460.00
104	650	CY	1 1/2-inch Base Gravel	@ \$21.00 / CY = \$	13,650.00
105	24	TN	Asphalt Oil (6%)	@ \$400.00 / TN = \$	9,600.00
106	400	TN	Asphalt	@ \$40.00 / TN = \$	16,000.00
106A	2	EA	Speed Humps	@ \$3,000.00 / EA = \$	6,000.00
107	1,015	LF	Curb & Gutter	@ \$11.00 / LF = \$	11,165.00
108	2,400	SF	4-inch Driveway	@ \$5.00 / SF = \$	12,000.00
109	2	EA	Adjust Valve Box	@ \$300.00 / EA = \$	600.00
110	1	EA	New Traffic Control Signs	@ \$300.00 / EA = \$	300.00
111	2	EA	Storm Drain Inlets	@ \$1,500.00 / EA = \$	3,000.00
112	50	LF	12" Lateral SD Pipe	@ \$60.00 / LF = \$	3,000.00
113	1	LS	Erosion Control	@ \$500.00 / LS = \$	500.00
114	200	SF	HC Ramps	@ \$10.00 / SF = \$	2,000.00
115	3,000	SF	6-inch Thick Drive Approach	@ \$6.00 / SF = \$	18,000.00
116	1	LS	Sprinkler Restoration	@ \$1,500.00 / LS = \$	1,500.00
117	12	EA	Mailbox	@ \$150.00 / EA = \$	1,800.00
118	1	LS	Traffic Control	@ \$500.00 / LS = \$	500.00
Raw Construction Costs					= \$ 115,868.42
City Contribution					= \$ (40,000.00)
Subtotal					\$ 75,868.42
% Share of Total SID Construction					92.11%

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	Total Cost
			Share of SID Construction Contingency		\$ 15,062.89
			Share of SID Construction Administration Costs		\$ 22,402.86
			Subtotal		\$ 113,334.17
			Total Units of Assessment #1	5.00 EA	
			Cash Contribution Rater Per Unit (Not Including 3.5% Private Contract Fee)	\$2,628.59 / EA	
			Total Units to be Assessed for Assessment #1	5.00 EA	
			% Share of SID Bond Administration Costs		7.89%
			Share of SID Bond Administration Costs		\$21,665.83
			Total Thru Administration Costs		\$ 135,000.00
			Unit Cost Per Assessment	\$11,250.00 / EA	

EXHIBIT C

SID 1391 - Lynn Avenue

ENGINEER'S ESTIMATE OF PROBABLE COST

ASSESSMENT #2 - 36TH STREET WEST COMMERCIAL

This estimate is based on approximate quantities and costs for improvements, complete in-place.

ALL ITEMS ARE COMPLETE IN-PLACE

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	Total Cost
<u>Curb/Gutter</u>					
101	1	LS	Mobilization and Insurance (5%)	@ \$496.58 / LS = \$	496.58
102	1	LS	Clearing and Grubbing	@ \$100.00 / LS = \$	100.00
103	70	CY	Unclassified Excavation	@ \$11.00 / CY = \$	770.00
104	50	CY	1 1/2-inch Base Gravel	@ \$21.00 / CY = \$	1,050.00
105	3	TN	Asphalt Oil (6%)	@ \$400.00 / TN = \$	1,200.00
106	40	TN	Asphalt	@ \$40.00 / TN = \$	1,600.00
107	85	LF	Curb & Gutter	@ \$11.00 / LF = \$	935.00
108	100	SF	4-inch Driveway	@ \$5.00 / SF = \$	500.00
109	0	EA	Adjust Valve Box	@ \$300.00 / EA = \$	-
110	0	EA	New Traffic Control Signs	@ \$300.00 / EA = \$	-
111	0	EA	Storm Drain Inlets	@ \$1,500.00 / EA = \$	-
112	0	LF	12" Lateral SD Pipe	@ \$40.00 / LF = \$	-
113	1	LS	Erosion Control	@ \$100.00 / LS = \$	100.00
114	100	SF	HC Ramps	@ \$10.00 / SF = \$	1,000.00
115	280	SF	6-inch Thick Drive Approach	@ \$6.00 / SF = \$	1,680.00
116	1	LS	Sprinkler Restoration	@ \$250.00 / LS = \$	250.00
117	0	EA	Mailbox	@ \$150.00 / EA = \$	-
118	1	LS	Traffic Control	@ \$250.00 / LS = \$	250.00
Raw Construction Costs					= \$ 9,931.58
% Share of Total SID Construction					7.89%
Share of SID Construction Contingency					\$ 1,291.11
Share of SID Construction Administration Costs					<u>\$1,920.24</u>

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	Total Cost
Subtotal					\$ 13,142.93
			Total Units of Assessment #2	5.00 EA	
			Cash Contribution Rater Per Unit (Not Including 3.5% Private Contract Fee)	\$2,628.59 / EA	
			Total Units to be Assessed for Assessment #2	5.00 EA	
			% Share of SID Bond Administration Costs		7.89%
			Share of SID Bond Administration Costs		\$1,857.07
			Total Thru Administration Costs		\$ 15,000.00
			Unit Cost Per Assessment	\$3,000.00 / EA	

EXHIBIT D
SID 1391 - Lynn Avenue
TABLE OF ESTIMATED ASSESSMENTS PER ITEM

CODE #	ASSESSMENT ITEM	RAW CONSTRUCTION COSTS	% OF CONSTRUCTION	CONTINGENCY	TOTAL THRU CONTINGENCY	SID ADMINISTRATION COSTS	TOTAL CONSTRUCTION COSTS	TOTAL UNITS PER ITEM	UNIT	RATE PER UNIT	TOTAL UNITS TO BE ASSESSED PER ITEM	CASH CONTRIBUTION COST	% APPLIED TO ADMINISTRATION COSTS	BOND COSTS	TOTAL THRU ADMINISTRATION COSTS	UNIT COST PER ASSESSMENT
1	Street & Storm Drain	\$ 75,868.42	92.11%	\$ 15,062.89	\$90,931.32	\$22,402.86	\$113,334.17	12.00	EA	\$9,444.51	12.00	\$113,334.17	92.11%	\$21,665.83	\$135,000.00	\$11,250.00
2	36th Street West	\$ 9,931.58	7.89%	\$ 1,291.11	\$11,222.68	\$1,920.24	\$13,142.93	5.00	EA	\$2,628.59	5.00	\$13,142.93	7.89%	\$1,857.07	\$15,000.00	\$3,000.00
TOTALS		\$ 85,800.00	100.00%	\$ 16,354.00	\$ 102,154.00	\$24,323.10	\$126,477.10					\$126,477.10	100.00%	#####	\$150,000.00	\$150,000.00

EXHIBIT E

SID 1391 - Lynn Avenue

PROJECT DESCRIPTION

Special Improvement District No. 1391 shall construct the following improvements to Lynn Avenue
between 35th Street West and 36th Street West

- 1) Construction of street, curb, gutter, and storm drain improvements.

Special Improvement District No. 1391 shall construct the following improvements to 36th Street
West between Central Avenue and Lynn Avenue

- 1) Construction of street, curb, gutter, and storm drain improvements to the east side of 36th Street

EXHIBIT F

SID 1391 - Lynn Avenue

Water, Sanitary Sewer, Storm Drain, and Street Improvements

TAX I.D.	PREVIOUS	SID PAY-OFF +		ESTIMATED		DELINQUENT + ESTIMATED MARKET VALUE		
NUMBER	PREVIOUS	SID	SID	SID 1391	SID 1391	MARKET	AFTER	
6-13	SID #	PAY-OFF	DELINQUENT ASSESSMENT	ASSESSMENT	ASSESSMENT	VALUE	IMPROVEMENTS	
C01793				\$11,250.00	\$11,250.00	\$11,250.00	\$88,888.00	\$100,138.00
C01794				\$11,250.00	\$11,250.00	\$11,250.00	\$69,435.00	\$80,685.00
C01795				\$11,250.00	\$11,250.00	\$11,250.00	\$77,566.00	\$88,816.00
C01796				\$11,250.00	\$11,250.00	\$11,250.00	\$68,655.00	\$79,905.00
C01797				\$11,250.00	\$11,250.00	\$11,250.00	\$76,997.00	\$88,247.00
C01798				\$11,250.00	\$11,250.00	\$11,250.00	\$66,084.00	\$77,334.00
C01773				\$11,250.00	\$11,250.00	\$11,250.00	\$64,463.00	\$75,713.00
C01774				\$11,250.00	\$11,250.00	\$11,250.00	\$61,756.00	\$73,006.00
C01775				\$11,250.00	\$11,250.00	\$11,250.00	\$86,540.00	\$97,790.00
C01776				\$11,250.00	\$11,250.00	\$11,250.00	\$76,745.00	\$87,995.00
C01777				\$11,250.00	\$11,250.00	\$11,250.00	\$73,363.00	\$84,613.00
C01778				\$11,250.00	\$11,250.00	\$11,250.00	\$103,856.00	\$115,106.00
C01780A				\$3,000.00	\$3,000.00	\$3,000.00	\$137,464.00	\$140,464.00
C01780B				\$3,000.00	\$3,000.00	\$3,000.00	\$137,464.00	\$140,464.00
C01780C				\$3,000.00	\$3,000.00	\$3,000.00	\$137,464.00	\$140,464.00
C01780D				\$3,000.00	\$3,000.00	\$3,000.00	\$154,603.00	\$157,603.00
C01780E				\$3,000.00	\$3,000.00	\$3,000.00	\$154,603.00	\$157,603.00
AVERAGE		#DIV/0!	#DIV/0!		\$8,823.53	\$8,823.53	\$96,232.12	\$105,055.65
MEDIAN		#NUM!	#NUM!		\$11,250.00	\$11,250.00	\$77,566.00	\$88,816.00
LOW		\$0.00	\$0.00		\$3,000.00	\$3,000.00	\$61,756.00	\$73,006.00
HIGH		\$0.00	\$0.00		\$11,250.00	\$11,250.00	\$154,603.00	\$157,603.00

Note: Delinquent taxes are reported as of

DATE: June 10, 2010				DATA PROCESSING CARDS COLS																																									
S.I.D. NUMBER: 1391				A&B 2 - 5																																									
S.I.D. DESCRIPTION: Street Improvements for the 3500 Block of Lynn Avenue and 36th Street West				A 6 - 39																																									
YEARS TO BE ASSESSED: 15				A 59 - 60																																									
TOTAL S.I.D. AREA: N/A				A 61 - 71																																									
MEASUREMENT: X EA SF X LF																																													
S.I.D. COSTS: X ESTIMATED PER CONCEPT PLANS ESTIMATED PER BID PRICE FINAL PER ACTUAL CONSTRUCTION																																													
S.I.D. MAIN IMPROVEMENT COST: \$150,000.00																																													
SPECIAL ADDITIONS:																																													
<table border="1"> <thead> <tr> <th>CODE</th> <th></th> <th>Quantity</th> <th>Unit Cost</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Assessment #1</td> <td>12.00</td> <td>\$ 11,250.0000</td> <td>\$ 135,000.00</td> </tr> <tr> <td>2</td> <td>Assessment #2</td> <td>5.00</td> <td>\$ 3,000.0000</td> <td>\$ 15,000.00</td> </tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr> <td colspan="2">TOTAL PROJECT COST</td> <td>=</td> <td>\$</td> <td>150,000.00</td> </tr> </tbody> </table>						CODE		Quantity	Unit Cost	Total	1	Assessment #1	12.00	\$ 11,250.0000	\$ 135,000.00	2	Assessment #2	5.00	\$ 3,000.0000	\$ 15,000.00																					TOTAL PROJECT COST		=	\$	150,000.00
CODE		Quantity	Unit Cost	Total																																									
1	Assessment #1	12.00	\$ 11,250.0000	\$ 135,000.00																																									
2	Assessment #2	5.00	\$ 3,000.0000	\$ 15,000.00																																									
TOTAL PROJECT COST		=	\$	150,000.00																																									
(ALL COSTS TO INCLUDE PRORATA SHARE OF ADMINISTRATIVE COSTS)																																													
CITY CENTRAL SUPPORT SERVICES TO COMPLETE																																													
FIRST YEAR TO BE ASSESSED:				A 40 - 41																																									
TYPE ASSESSMENT: PENDING FINAL				A 42																																									
INTEREST RATE:				A 53 - 58																																									
BOND ISSUE DATE:				A 73 - 78																																									

PART III**SID 1391 - Lynn Avenue****TABLE OF ESTIMATED ASSESSMENTS PER PROPERTY**

SID COSTS:

 X

PARCEL	SUBDIVISION	LOT/ TRACT	BLK	TAX I.D. NUMBER 6-13	Street & Storm Drain			36th Street West			TOTAL COST
					CODE	1 UNIT EA	ASSESSED	CODE	2 UNIT EA	ASSESSED	
					RATE	\$11,250.00	VALUE	RATE	\$3,000.00	VALUE	
1	Central Acres Sub 2nd Filing	8	3	C01793	1	1.00	\$11,250.00		0.00	\$0.00	\$11,250.00
2	Central Acres Sub 2nd Filing	9	3	C01794	1	1.00	\$11,250.00		0.00	\$0.00	\$11,250.00
3	Central Acres Sub 2nd Filing	10	3	C01795	1	1.00	\$11,250.00		0.00	\$0.00	\$11,250.00
4	Central Acres Sub 2nd Filing	11	3	C01796	1	1.00	\$11,250.00		0.00	\$0.00	\$11,250.00
5	Central Acres Sub 2nd Filing	12	3	C01797	1	1.00	\$11,250.00		0.00	\$0.00	\$11,250.00
6	Central Acres Sub 2nd Filing	13	3	C01798	1	1.00	\$11,250.00		0.00	\$0.00	\$11,250.00
7	Central Acres Sub 2nd Filing	2	2	C01773	1	1.00	\$11,250.00		0.00	\$0.00	\$11,250.00
8	Central Acres Sub 2nd Filing	3	2	C01774	1	1.00	\$11,250.00		0.00	\$0.00	\$11,250.00
9	Central Acres Sub 2nd Filing	4	2	C01775	1	1.00	\$11,250.00		0.00	\$0.00	\$11,250.00
10	Central Acres Sub 2nd Filing	5	2	C01776	1	1.00	\$11,250.00		0.00	\$0.00	\$11,250.00
11	Central Acres Sub 2nd Filing	6	2	C01777	1	1.00	\$11,250.00		0.00	\$0.00	\$11,250.00
12	Central Acres Sub 2nd Filing	7	2	C01778	1	1.00	\$11,250.00		0.00	\$0.00	\$11,250.00
13	Central Acres Sub 2nd Filing	9A	2	C01780A		0.00	\$0.00	2.00	1.00	\$3,000.00	\$3,000.00
14	Central Acres Sub 2nd Filing	9A	2	C01780B		0.00	\$0.00	2.00	1.00	\$3,000.00	\$3,000.00
15	Central Acres Sub 2nd Filing	9A	2	C01780C		0.00	\$0.00	2.00	1.00	\$3,000.00	\$3,000.00
16	Central Acres Sub 2nd Filing	9A	2	C01780D		0.00	\$0.00	2.00	1.00	\$3,000.00	\$3,000.00
17	Central Acres Sub 2nd Filing	9A	2	C01780E		0.00	\$0.00	2.00	1.00	\$3,000.00	\$3,000.00
	Totals			12	12	12.00	\$135,000.00	5.00	\$5.00	\$15,000.00	\$150,000.00

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the City), hereby certify that the attached resolution is a true copy of Resolution No. _____, entitled: **RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. 1391; DECLARING IT TO BE THE INTENTION OF THE CITY COUNCIL TO CREATE THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL IMPROVEMENT DISTRICT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND** (the Resolution" was duly adopted by the City Council of the City at a meeting on June 28, 2010 that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.)

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

WITNESS my hand officially this _____ day of _____, 201__.

Cari Martin

City Clerk

RESOLUTION NO. 10-_____

RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. 1391; DECLARING IT TO BE THE INTENTION OF THE CITY COUNCIL TO CREATE THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL IMPROVEMENT DISTRICT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND

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

Section 1. Proposed Improvements; Intention To Create District. The City proposes to undertake certain local Improvements (the "Improvements") to benefit certain property located in the City. The Improvements consist of the construction of Lynn Avenue, as more particularly described in Section 5. The total estimated costs of the Improvements are \$190,000.00. The costs of the Improvements are to be paid from the following sources: (1) \$150,000.00 of Special Improvement District bonds hereinafter described; and (2) \$40,000.00 of cash contribution by City of Billings, as more particularly described in Sections 6 and 9(e). It is the intention of this Council to create and establish in the City under Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended, a Special Improvement District (the "District") for the purpose of financing costs of the Improvements and paying costs incidental thereto, including costs associated with the sale and the security of Special Improvement District bonds drawn on the District (the "Bonds"), the creation and administration of the District, the funding of a deposit to the City's Special Improvement District Revolving Fund (the "Revolving Fund"). The total estimated costs of the Improvements, including such incidental costs, to be financed by the Bonds are \$150,000.00. The Bonds are to be payable primarily from special assessments to be levied against property in the District, which property will be specially benefited by the Improvements.

Section 2. Number of District. The District, if the same shall be created and established, shall be known and designated as Special Improvement District No. 1391 of the City of Billings, Montana.

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

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

Section 5. General Character of the Improvements. The general character of the Improvements, as shown in Exhibit E, is the construction of curb and gutter, storm drain, and street improvements fronting Lots on the 3500 Block of Lynn Avenue and 36th Street West between Lynn Avenue and Central Avenue.

Section 6. Engineer and Estimated Cost. The City Engineer's Office will complete design and construction administration for this project and has estimated that the costs of the Improvements, including all incidental costs, to be \$190,000.00.

Section 7. Assessment Methods.

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

7.1.1 Equal Amount Method.

Assessment #1 will include the construction of curb and gutter, storm drain, and street improvements in Lynn Avenue and 36th Street West. The properties to be assessed for these improvements include Central Acres Subdivision 2nd Filing, Block 3, Lots 8, 9, 10, 11, 12, and 13, and Block 2, Lots 2, 3, 4, 5, 6, and 7. For the purposes of equitably apportioning special benefit to each lot, tract or parcel of land in the District, as above-mentioned, the Engineer has determined that each lot, tract, or parcel of land, receiving curb and gutter, storm drain, and street improvements, shall equally bear the costs of the curb and gutter, storm drain, and street improvements as set forth in Part III hereto to arrive at an equal cost for the curb and gutter, storm drain, and street improvements. The total estimated cost of Assessment #1 is \$135,000.00 and shall be assessed against each lot, tract, or parcel of land within the District, as above-mentioned, receiving curb and gutter, storm drain, and street improvements and not paying a cash contribution, on an equal amount basis based on the bid price to be received. The equal amount assessment is estimated to be \$11,250.00.

Assessment #2 will include the construction of curb and gutter and street improvements to 36th Street West fronting Central Acres Subdivision 2nd Filing, Block 2, Lot 9A. The property to be assessed for these improvements include Central Acres Subdivision 2nd Filing, Block 2, Lot 9A which consists of five separate condo properties. For the purposes of equitably apportioning special benefit to each lot, tract or parcel of land in the District, as above-mentioned, the Engineer has determined that each lot, tract, or parcel of land, receiving curb and gutter and street improvements, shall equally bear the costs of the curb and gutter and street improvements as set forth in Part III hereto to arrive at an equal cost for the curb and gutter and street improvements. The total estimated cost of Assessment #2 is \$15,000.00 and shall be assessed against each lot, tract, or parcel of land within the District, as above-mentioned, receiving curb and gutter and street improvements and not paying a cash contribution, on an equal amount basis based on the bid price to be received. The equal amount assessment is estimated to be \$3,000.00.

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

Section 8. Payment of Assessments. The special assessments for the costs of the Improvements shall be payable over a term not exceeding 15 years, each in equal semiannual installments of principal, plus interest, or equal semiannual payments of principal and interest, as this Council shall prescribe in the resolution authorizing the issuance of the Bonds. Property Owners have the right to prepay assessments as provided by law. Further, all owners shall have the opportunity to prepay their assessments prior to sale of the SID bonds.

Section 9. Method of Financing; Pledge of Revolving Fund; Findings and Determinations. The City will issue the Bonds in an aggregate principal amount not to exceed \$150,000.00 in order to finance the costs of the Improvements. Principal of and interest on the Bonds will be paid from special assessments levied against the properties in the District. This Council further finds it is in the public interest, and in the best interest of the City and the District, to secure payment of principal of and interest on the Bonds by the Revolving Fund and hereby authorizes the city to enter into the undertakings and agreements authorized in Section 7-12-4225 in respect of the Bonds.

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

(a) **Estimated Market Value of Parcels.** The estimated market value of the lots, parcels, or tracts in the District as of the date of adoption of this resolution, as estimated, by the County Assessor for property tax purposes ranges from \$61,756.00 to \$154,634.58, and is set forth in Exhibit F. The average market value is \$96,232.12 with the median being \$77,566.00. The special assessments to be levied under Section 7 against each lot, parcel, or tract in the District is less than the increase in estimated value of the lot, parcel, or tract as a result of the construction of the Improvements.

(b) **Diversity of Property Ownership.** There are a total of 17 properties within the district boundaries. No improvements, public or private, are located on any of the properties within the District. All of the properties are owned by separate owners.

(c) **Comparison of Special Assessments and Property Taxes and Market Value.**

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

(d) **Delinquencies.** An analysis of the amount of delinquencies in the payment of outstanding special assessments or property taxes levied against the properties in the District shows that of 17 properties, zero (0) properties were delinquent, and is set forth in Exhibit F.

(e) **The Public Benefit of the Improvements.** The total estimated costs of the Improvements are \$190,000. The costs of the Improvements are to be paid from the following sources: (1) \$150,000.00 of Special Improvement District bonds hereinafter described; and (2) \$40,000.00 of cash contribution by the City of Billings. Twelve of the properties are zone Residential 9600, and one property which is a condominium complex owned by five property owners is zoned Neighborhood Commercial. The public improvements contemplated under the terms of this proposed District are required by the City Subdivision, Site Development and Zoning Ordinances in order for the parcels to develop.

Section 10. Reimbursement Expenditures.

10.01. 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.

10.02. 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 provision contained in Section 1.150-2(j)(2) of the Regulations, (iii) expenditures constituting preliminary expenditures within the meaning of Section 1.150-2(f)(2) of the Regulations, or (iv) expenditures in a “de minimus” amount (as defined in Section 1.150-2(f)(1) of the Regulations), no expenditures for the Improvements have been paid by the City before the date 60 days before the date of adoption of this resolution.

10.03. 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 \$150,000.00 after the date of payment of all or a portion of the costs of the Improvements. All reimbursed expenditures shall be capital expenditures, a cost of issuance of the Bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations.

10.04. 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.

10.05. 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 11. Public Hearing Protests. At any time within fifteen (15) days from and after the date of the first publication of the notice of the passage and approval of this resolution, any owner of real property within the District subject to assessment and taxation for the cost and expense of making the Improvements may make and file with the City Clerk until 5:00 p.m., M.T., on the expiration date of said 15-day period (July 16, 2010), written protest against the proposed Improvements, or against the extension or creation of the District or both, and this Council will at its next regular meeting after the expiration of the fifteen (15) days in which such protests in writing can be made and filed, proceed to hear all such protests so made and filed; which said, regular meeting will be held on Monday the 26th day of July 2010, at 6:30 p.m., in the Council Chambers, at 220 North 27th Street, in Billings, Montana.

Section 12. Notice of Passage of Resolution of Intention. The City Clerk is hereby authorized and directed to publish or cause to be published a copy of a notice of the passage of this resolution in the Billings Times, a newspaper of general circulation in the county on July 1 and July 8, 2010, in the form and manner prescribed by law, and to mail or cause to be mailed a copy of said notice to every person, firm, corporation, or the agent of such person, firm, or corporation having real property within the District listed in his or her name upon the last completed assessment roll for state, county, and school district taxes, at his last-known address, on or before the same day such notice is first published.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this 28th day of June 2010.

Mayor

Attest:

City Clerk

Date: 06/28/2010

TITLE: Resolution to Close Special Improvement/Sidewalk Bond Debt Funds to the SID Revolving Fund

PRESENTED BY: Patrick M. Weber

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

MCA 7-12-4222 requires closing SID/Sidewalk debt service funds once the debt has been satisfied. Any excess/deficit cash balances upon completion of the bond obligations are transferred to the SID Revolving Fund. Funds 892, 893, 894, 895 and 896 will be closed, and project number 621324 will be closed in fund 820. See Attachment B for descriptions.

ALTERNATIVES ANALYZED

Council may:

Approve the resolution closing Special Improvement/Sidewalk Bond Debt Funds to the SID Revolving Fund, or Not approve the resolution. Not approving the Resolution would be a violation of State Law.

FINANCIAL IMPACT

The revolving fund will receive cash of \$14,967 for a Special Improvement District in Fund 820 with positive cash. Cash was loaned from the SID Revolving Fund to Special Improvement Districts in funds 892, 893, 894, 895 and 896 to pay bond principal and interest. The loans in the amount of \$182,653 are a result of district delinquencies and are uncollectible. The loans will be written off in the SID revolving fund. The cash balance in the SID Revolving Fund is about \$4.6 million. The properties will show delinquent assessments at the County. The City may recover some of these delinquencies if a property changes ownership or is sold at tax sale.

RECOMMENDATION

Staff Recommends Council Approve the Resolution closing Special Improvement/Sidewalk Bond Debt Funds to SID Revolving Fund.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [SID Resolution. Attachment A](#)

Link: [SID Closing. Attachment B](#)

Link: [SIDs Closed. Attachment C](#)

ATTACHMENT A

RESOLUTION _____

A RESOLUTION TO CLOSE THE SPECIAL IMPROVEMENT DISTRICT DEBT FUNDS AND SIDEWALK SPECIAL ASSESSMENT DEBT FUNDS TO THE SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND PURSUANT TO M.C.A. 7-12-4222.

WHEREAS, the Special Improvement District Bond Debt Obligation and the Sidewalk Special Assessment Debt Obligation has been paid in full and excess/deficit balances remain, and

WHEREAS, state law requires that Special Improvement/Sidewalk Debt Funds be closed to the SID Revolving Fund and the City Council has the authority to close these funds after all debt has been satisfied.

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

That the Special Improvement/Sidewalk Funds be closed per Attachment C to the SID Revolving Fund effective June 28, 2010:

PASSED AND APPROVED by the City Council, this 28th day of June 2010

THE CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

SID 820 - Non-Pooled Series

SID 1324 Moon Valley Sub Located along Alkali Creek Rd near Alkali Creek
Elementary School

SID 892 - 1994 Pooled Sidewalk Series

SID 9506 Misc curb, gutter & sidewalk program-North Elevation Sub.
SID 9507 Misc curb, gutter & sidewalk program-Suburban Sub. Central/Terry Ave.
SID 9595 Misc curb, gutter & sidewalk program-various locations throughout the city
SID 9596 Misc curb, gutter & sidewalk program-various locations throughout the city
SID 9703 Misc curb, gutter & sidewalk program-various locations throughout the city
SID 9798 Misc curb, gutter & sidewalk program-various locations throughout the city

SID 893 – 1994A Pooled Sidewalk Series

SID 9501 Misc curb, gutter & sidewalk program-various locations throughout the city
SID 9503 Misc curb, gutter & sidewalk program-various locations throughout the city
SID 9599 Misc curb, gutter & sidewalk program-Streeter Bros Sub.
SID 9604 Misc curb, gutter & sidewalk program-various locations throughout the city
SID 9805 Misc curb, gutter & sidewalk program-various locations throughout the city

SID 894 – 1994B Pooled Sidewalk Series

SID 9502 Misc curb, gutter & sidewalk program-various locations throughout the city
SID 9504 Misc curb, gutter & sidewalk program-various locations throughout the city
SID 9505 Misc curb, gutter & sidewalk program-various locations throughout the city
SID 9597 Misc curb, gutter & sidewalk program-various locations throughout the city
SID 9598 Misc curb, gutter & sidewalk program-various locations throughout the city
SID 9806 Misc curb, gutter & sidewalk program-various locations throughout the city

SID 895 – 1995 Pooled Sidewalk Series

SID 9605 Misc curb, gutter & sidewalk program-various locations throughout the city
SID 9606 Misc curb, gutter & sidewalk program-various locations throughout the city
SID 9698 Misc curb, gutter & sidewalk program-various locations throughout the city
SID 9699 Misc curb, gutter & sidewalk program-various locations throughout the city
SID 9804 Misc curb, gutter & sidewalk program-various locations throughout the city

SID 896 – 1995A Pooled Sidewalk Series

SID 9702 Misc curb, gutter & sidewalk program-various locations throughout the city

ATTACHMENT C

SID 820

PROJECT NUMBER	ISSUE DATE	ISSUE AMOUNT	CASH	ACCRUED INTEREST	FUND BALANCE
621324	1994	350,000.00	14,966.51	104.20	15,070.71
TOTALS		350,000.00	14,966.51	104.20	15,070.71

SID 892

1994 Pooled Sidewalk Series

PROJECT NUMBER	ISSUE DATE	ISSUE AMOUNT	CASH	ACCRUED INTEREST	FUND BALANCE
892	1994	-	(0.69)	(9.20)	(9.89)
9506	1994	231,304.00	(27,441.97)	9.65	(27,432.32)
9507	1994	137,828.00	(16,133.24)	16.44	(16,116.80)
9595	1994	15,559.00	(1,819.56)	(5.08)	(1,824.64)
9596	1994	13,207.00	(1,587.17)	(4.05)	(1,591.22)
9703	1994	64,026.00	(4,450.77)	37.55	(4,413.22)
9798	1994	4,076.00	(76.68)	1.29	(75.39)
TOTALS		466,000.00	(51,510.08)	46.60	(51,463.48)

SID 893

1994A Pooled Sidewalk Series

PROJECT NUMBER	ISSUE DATE	ISSUE AMOUNT	CASH	ACCRUED INTEREST	FUND BALANCE
893	1994	44,540.17	(330.56)	(5.48)	(336.04)
9501	1994	79,881.00	(5,509.26)	(8.98)	(5,518.24)
9503	1994	281,568.00	(26,204.45)	(33.13)	(26,237.58)
9599	1994	3,969.00	(334.40)	1.07	(333.33)
9604	1994	26,266.83	(4,907.81)	(5.30)	(4,913.11)
9805	1994	34,775.00	(4,993.15)	15.93	(4,977.22)
TOTALS		471,000.00	(42,279.63)	(35.89)	(42,315.52)

SID 894

1994B Pooled Sidewalk Series

PROJECT NUMBER	ISSUE DATE	ISSUE AMOUNT	CASH	ACCRUED INTEREST	FUND BALANCE
894	1994	-	-	70.65	70.65
9502	1994	7,839.74	(7,696.96)	(20.29)	(7,717.25)
9504	1994	24,723.22	(20,843.92)	(19.76)	(20,863.68)
9505	1994	11,845.51	(14,151.34)	(18.83)	(14,170.17)
9597	1994	347.63	(399.83)	1.89	(397.94)
9598	1994	2,512.39	(2,057.93)	(0.09)	(2,058.02)
9806	1994	2,731.51	(2,520.70)	(18.30)	(2,539.00)
TOTALS		50,000.00	(47,670.68)	(4.73)	(47,675.41)

SID 895

1995 Pooled Sidewalk Series

PROJECT NUMBER	ISSUE DATE	ISSUE AMOUNT	CASH	ACCRUED INTEREST	FUND BALANCE
894	1994	-	-	(16.29)	(16.29)
9605	1994	7,839.74	(20,830.19)	(49.53)	(20,879.72)
9606	1994	24,723.22	(8,089.74)	(80.98)	(8,170.72)
9698	1994	11,845.51	(269.03)	8.11	(260.92)
9699	1994	347.63	(1,066.56)	14.21	(1,052.35)
9804	1994	2,512.39	(1,305.73)	(18.72)	(1,324.45)
TOTALS		47,268.49	(31,561.25)	(143.20)	(31,704.45)

SID 896

1995A Pooled Sidewalk Series

PROJECT NUMBER	ISSUE DATE	ISSUE AMOUNT	CASH	ACCRUED INTEREST	FUND BALANCE
896	1994	-	-	(11.61)	(11.61)
9702	1994	-	(9,631.17)	32.19	(9,598.98)
TOTALS		-	(9,631.17)	20.58	(9,610.59)

Total Loans (182,652.81)

Date: 06/28/2010

TITLE: Second Reading Ordinance Imposing a Customer Facility Charge for Car Rentals at the Airport

PRESENTED BY: Tom Binford

Department: Aviation & Transit

Information

PROBLEM/ISSUE STATEMENT

The recently completed Airport Master Plan Update identified that the existing City owned car rental facility used to wash, detail, and maintain the car rental companies' fleets needed to be relocated, upgraded, and expanded. The design work has begun on the Quick Turn Around (QTA) Facility. Initial cost estimates for designing, building, and equipping the new QTA require that the Airport consider issuing bonds. Further evaluation by Airport staff and the City's Financial Services Manager indicate that a new source of revenue is needed to cover the annual debt service costs of a bond issue to finance this facility. Staff is proposing that a Customer Facility Charge (CFC) be implemented as a new revenue source. The proposed CFC is estimated to be a \$3.00 fee, to be collected for each contract day of a car rental. The CFC would be assessed to the car rental customer, through the Airport's Car Rental Concessionaires. On April 20, 2010, the Council received a briefing packet and heard a presentation on the overall QTA Facility Project. On May 10, 2010, the Council approved Resolution #10-18933, a resolution of intent to enact an ordinance imposing a CFC for car rentals at Billings Logan International Airport and setting a public hearing on June 14, 2010. Legal notice of the public hearing was published in the *Billings Times* on May 20 and 27, 2010. The Council held the public hearing on June 14, 2010, and approved the Ordinance on first reading after the public hearing.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the second reading of the Ordinance to enact the CFC;
- Amend the Ordinance and approve the amended Ordinance on second reading; or
- Not approve the second reading of the Ordinance to enact the CFC.

FINANCIAL IMPACT

The preliminary estimate for the design, site grading, utility extensions, construction of the QTA, and completion of the site paving and new road system is \$7,000,000. The projected \$3.00/contract day CFC will generate approximately \$780,000 per year. These fees will be used to pay the annual debt service requirements on the new bonds and ongoing capital costs for the car rental facilities.

RECOMMENDATION

Staff recommends Council approve the Ordinance enacting the CFC on second and final reading.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [CFC Ordinance](#)

ORDINANCE NO. _____

ORDINANCE OF THE CITY OF BILLINGS, MONTANA
IMPOSING A CUSTOMER FACILITY CHARGE FOR CAR
RENTALS AT BILLINGS LOGAN INTERNATIONAL
AIRPORT; ESTABLISHING POLICIES AND PROCEDURES
FOR COLLECTION AND REMITTANCE THEREOF;
AUTHORIZING THE CUSTOMER FACILITY CHARGE TO
BE USED TO PAY COSTS OF DESIGNING,
CONSTRUCTING, OPERATING AND MAINTAINING
IMPROVEMENTS TO AIRPORT FACILITIES USED AND
OCCUPIED BY ON-AIRPORT RENTAL CAR COMPANIES;
AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Montana Code Annotated (“MCA”) Title 67, Chapter 10 (the “Municipal Airport Act”), Montana cities are authorized to acquire, establish and operate airports as governmental and public functions; and

WHEREAS, the City of Billings, Montana (the “City”) is the owner and operator of a municipal airport known as Billings Logan International Airport (the “Airport”); and

WHEREAS, pursuant to Section 67-10-302 of the Municipal Airport Act, the City may enter into contracts, leases and other arrangements for the purpose of: granting the privilege of using or improving the Airport or any facilities thereon for commercial purposes; conferring the privilege of supplying goods, commodities, and services at the Airport; making services available at the Airport; and to establish the terms and conditions and fix the charges, rentals, or fees for the privileges or services, which must be reasonable and uniform for the same class of privilege or service; and

WHEREAS, pursuant to such authority, the City has entered into rental concession agreements (“On-Airport Rental Car Company Agreements”) with rental car concessionaires at the Airport (“On-Airport Rental Car Companies”) for the use of certain Airport facilities; and

WHEREAS, the City has provided, in addition to space within the Airport Terminal Building, a rental car wash and maintenance facility for the use of the On-Airport Rental Car Companies; and

WHEREAS, the City completed an Airport Master Plan study in 2010, which identified that the existing rental car wash and maintenance facility needed to be relocated, upgraded and expanded; and

WHEREAS, the City proposes to design, construct and maintain a new Rental Car Quick Turn Around Facility (the “QTA”) at the Airport at an estimated cost of \$7,000,000 to replace the existing rental car wash and maintenance facility; and

WHEREAS, the City has determined that the current revenues received under On-Airport Rental Car Company Agreements with the On-Airport Rental Car Companies are not sufficient to pay the costs of designing and constructing the QTA; and

WHEREAS, the City, through the Director of Aviation and Transit (“the Director”), in consultation with the On-Airport Rental Car Companies, has determined that it is necessary and in the best interests of the City and the Airport to impose a customer facility charge as defined herein (the “Customer Facility Charge”) to finance the costs of designing, constructing, operating and maintaining the QTA and other Car Rental Facilities as defined herein that will be used by or provide benefit to the On-Airport Rental Car Companies; and

WHEREAS, this Council has duly noticed and conducted a public hearing on the Ordinance on June 14, 2010.

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

Section 1. Definitions. The following words and phrases, whenever used in this Ordinance, shall for the purposes of this Ordinance, have the following meanings:

“Automobile” shall mean all passenger-type vehicles including vans, SUVs, station wagons, trucks, pickups and motorcycles, but not large special purpose vehicles.

“Airport” shall mean the Billings Logan International Airport and all land and improvements thereon owned and operated by the City.

“Bonds” shall mean Airport Revenue Bonds or other forms of indebtedness issued by the City to finance the costs of designing, constructing, furnishing and equipping the QTA and other Car Rental Facilities, to establish the necessary reserves therefor and to pay costs of issuance thereof.

“Car Rental Facilities” shall mean any City-owned facility at the Airport specifically developed, constructed, set aside or utilized, in whole or in part, by an On-Airport Rental Car Company.

“Contract” shall mean the written agreement under which an Automobile is rented to a customer by an On-Airport Rental Car Company.

“Contract Day” shall mean a continuous twenty-four (24) hour period or fraction thereof, during which an individual Car Rental customer rents an Automobile. In the event the same Automobile is rented to more than one customer within such continuous 24-hour period, then each such rental shall be reflected as a Contract Day. Following the final 24-hour rental period, a grace period not to exceed 2 hours shall not be considered a new Contract Day.

“Contract Year” shall mean the annual timeframe that a contract, agreement or lease is in force between the City and an On-Airport Rental Car Company.

“Customer Facility Charge” or “CFC” shall mean the fee established by this Ordinance and collected per Contract Day for a maximum of fourteen (14) Contract Days for each Automobile rental entered into by an On-Airport Rental Car Company through its operations at the Airport.

“Customer Rental Transaction” shall mean a single rental transaction with a customer for a consecutive number of one or more Contract Days.

“Debt Service” shall mean principal and interest payments on Bonds or other debt instrument and any related required payments or deposits, including but not limited to credit and liquidity fees, coverage requirements and reserves.

“Director” shall mean the Director of Aviation and Transit.

“Eligible Costs” shall mean the costs described in Section 2.02 of this Ordinance.

“On-Airport Rental Car Company” shall mean a car rental company that is currently or shall become located at, upon or within the Airport and has entered into an On-Airport Rental Car Company Agreement.

“On-Airport Rental Car Company Agreement” or “Rental Car Company Agreements” shall mean the agreement or agreements between the City and an On-Airport Rental Car Company authorizing the On-Airport Rental Car Company’s operation at the Airport, the use of specified Airport facilities and specifying the terms, conditions and payment for such use and operation.

“Quick Turn Around Facility” or “QTA” shall mean the new facility to be designed, constructed and maintained at the Airport and used for the purpose of washing, detailing, and fueling Automobiles for rental by On-Airport Rental Car Companies.

Section 2. Imposition, Purpose and Amount of CFC.

2.01. Imposition of Fee. The City hereby imposes a CFC on each customer who rents an Automobile from an On-Airport Rental Car Company, to be applied and collected as provided in this Ordinance.

2.02. Purpose and Uses of the Fee. The CFC is being imposed to provide a specific additional source of revenue to pay the following Eligible Costs for Car Rental Facilities approved in accordance with the provisions of Section 2.03 hereof:

1. the costs of designing, constructing, furnishing and equipping Car Rental Facilities;
2. the payment of annual Debt Service on any Bonds issued to finance the costs of designing, constructing, furnishing and equipping Car Rental Facilities and to establish reserves therefor and to pay costs of issuance of the Bonds;
3. to establish any necessary reserves for the Bonds;
4. to pay costs of operating and maintaining Car Rental Facilities;
5. any other costs that the City, the Airport and the On-Airport Rental Car Companies may approve pursuant to Section 2.03.

2.03. Approval of the Eligible Costs, Car Rental Facilities and Establishing Rate of CFC.

a) Car Rental Facilities. Prior to entering into any contract for the construction of a Car Rental Facility or selling Bonds to finance a Car Rental Facility, the City shall present to the On-Airport Rental Car Companies for their approval, a copy of the final design of the Car Rental Facility, the estimated final construction costs, the principal amount of Bonds to be issued to finance the Car Rental Facility, the term of the Bonds and the estimated maximum amount of the CFC that will be required to meet the Debt Service on such Bonds.

b) Eligible Costs. Prior to including any Eligible Costs other than Debt Service in the calculation of the CFC rate, the City (Airport) shall present to the On-Airport Rental Car Companies for their approval, the proposed list of the Eligible Costs, the maximum annual amount of the Eligible Costs, and the amount of CFC necessary to pay the Eligible Costs and the duration of the collection of CFC for Eligible Costs.

c) The Car Rental Facilities and other Eligible Costs shall be deemed to be approved by concurrence of the On-Airport Rental Car Companies representing at least 51% of the total minimum annual revenues pledged to the City by all On-Airport Rental Car Companies as specified in the On-Airport Rental Car Company Agreements during the year that a Car Rental Facility or other Eligible Costs are being considered.

2.04. Setting of CFC. The CFC shall be established each year at a rate sufficient to produce revenues to pay annual Debt Service on Bonds that have been issued for approved Car Rental Facilities and approved Eligible Costs. In the event that the actual CFCs collected are not sufficient to pay both the annual Debt Service and other approved Eligible Costs, the payment of Debt Service shall have the higher priority for allocation of the CFCs. The Director and the City's Financial Services Manager shall establish the initial rate of the CFC to meet the requirements of this Section. The Director shall notify the On-Airport Rental Car Companies of the CFC rate in accordance with Section 2.06.

2.05. Adjustment by the Director of Aviation and Transit. Upon a determination by the Director and the City's Financial Services Manager that the revenues being collected from the CFC are either more than or less than the amount needed to pay the annual costs of Debt Service and other approved Eligible Costs, the Director, in consultation with the City's Financial Services Manager, may adjust the CFC. The Director shall provide notice of the change of the CFC rate in accordance with Section 2.06.

2.06. Written Notice; Effective Date of Rate. The City shall provide written notice to each On-Airport Rental Car Company of the initial CFC rate, of any increase or decrease in the CFC rate, and shall specify in such notice the date on which the specific CFC rate becomes effective (the "Rate Effective Date"), which date will not be less than sixty (60) days after notice is provided.

2.07. Yearly Report. The Director shall make a yearly report to the City Council within 180 days after the end of each fiscal year for the preceding fiscal year, presenting the costs, including debt service, incurred during such year, CFC revenues collected, and amounts on

reserve for the current fiscal year. The report will include a forecast of costs to be incurred, a forecast of Contract Days, required changes to the CFC, and a forecast of reserves during the current fiscal year.

Section 3. Collection of the Customer Facility Charge.

3.01. Applicability. The CFC shall be collected from all customers of each On-Airport Rental Car Company, including customers receiving complimentary or discounted auto rentals. The CFC shall be shown as a separately itemized charge on each On-Airport Rental Car Contract and described as “Customer Facility Charge” or “CFC” with a footnote approved by the City explaining the term or abbreviation.

3.02. Collection and Reporting. Commencing with the Rate Effective Date, each On-Airport Rental Car Company must collect the CFC at the time of collection of all other fees and charges associated with the rental of an Automobile. Each On-Airport Car Rental Company shall include the CFC rate in all forms of reservations for Automobile rentals and Automobile rental advertisements at least 30 days prior to the Rate Effective Date. Reservations made 30 days prior to a Rate Effective Date shall be exempt from the CFC. Contracts entered into prior to a Rate Effective Date shall also be exempt from the CFC. All CFCs collected and held will be considered the property of the City and will not be considered a revenue or an asset of the On-Airport Rental Car Company. Each On-Airport Rental Car Company shall segregate, separately account for, and maintain records and controls that are sufficient to demonstrate the accuracy of the CFCs collected, the amount of CFCs collected, and the amount of CFCs remitted to the City. These accounting records must be made available for inspection and examination at reasonable times by the City or a duly authorized representative(s).

Each On-Airport Rental Car Company shall furnish to the City, each calendar month, a statement certified by such On-Airport Rental Car Company and prepared in a manner satisfactory to the City, detailing the CFCs collected, the number of Customer Rental Transactions, and Contract Days that occurred during the previous calendar month. The statement and CFCs collected shall be remitted by the On-Airport Rental Car Company to the City at the address provided in the current On-Airport Rental Car Company Agreement no later than the twentieth day of each month for the preceding calendar month of operation.

3.03. Certified Public Accountant Statement. Within ninety (90) days from the end of each Contract Year, the On-Airport Rental Car Company at its sole cost and expense shall engage a Certified Public Accountant (CPA) to provide a letter stating that the On-Airport Rental Car Company has complied with the monthly CFC collection, reporting and remittance requirements pursuant to and in accordance with this Ordinance. The CPA statement shall be in a format as specified by the City. Any reported discrepancies shall be corrected within ten (10) days of receipt of the CPA statement.

3.04 Default. Any On-Airport Rental Car Company that fails to comply with its obligations under this Ordinance shall be deemed to be in default under its On-Airport Rental Car Company Agreement, and the City may terminate the On-Airport Rental Car Company Agreement due to such default, or pursue such other remedies as set forth in the On-Airport Rental Car Company Agreement.

3.05 Projections. Each On-Airport Rental Car Company shall provide to the Director no later than March 1 of each year, an estimate of its projected Contract Days (and Customer Rental Transactions) for the City's next fiscal year (which begins July 1).

Section 4. Effective Date. This ordinance shall become effective 30 days after its approval on 2nd reading.

PASSED by the City Council on first reading this ____ day of _____, 2010.

PASSED, ADOPTED and APPROVED on second reading this ____ day of _____, 2010.

Mayor

Attest:

City Clerk

Regular City Council Meeting

Consent : 1.Q.

Date: 06/28/2010

TITLE: Final Plat of Trails West Subdivision, 1st Filing

PRESENTED BY: Candi Beaudry

Planning & Community

Department: Services

Information

PROBLEM/ISSUE STATEMENT

The final plat for Trails West Subdivision, 1st Filing, is being presented to Council for approval. On July 13, 2009, the City Council conditionally approved the creation of 74 lots on approximately 67 acres of land. The subject property is located on the south side of Grand Avenue, between 56th Street West and 60th Street West. The property is zoned Residential-9600 (R-96) and Residential 6000-Restricted (R60-R), and will be developed in single-family housing in four phases. This is the first filing of a multi-filing development.

The Planning Division and other applicable City Departments have reviewed this final plat and find that the plat and supporting documents conform to the conditions of preliminary plat approval and comply with MCA 76-3-611 and BMCC Section 23-307. Upon City Council approval, the plat and supporting documents are appropriate as to form for filing with the Clerk and Recorder.

ALTERNATIVES ANALYZED

The City Council may approve or deny the final plat of Trails West Subdivision, 1st Filing. If the City Council chooses to deny the final plat, it must base the denial on the criteria outlined in MCA 76-3-611 and BMCC Section 23-307.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that the City Council approve the final plat of Trails West Subdivision, 1st Filing.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [Final Plat](#)

PLAT OF
TRAILS WEST SUBDIVISION, FIRST FILING
BEING TRACTS 1A & 2A OF CORRECTED C.O.S. 3139 AND UNPLATTED LANDS
SITUATED IN THE NE1/4 OF SECTION 5, T. 1 S., R. 25 E., P.M.M.,
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA
PREPARED FOR : TRAILS WEST DEVELOPMENT, LLC.
PREPARED BY : SANDERSON STEWART

JANUARY, 2010

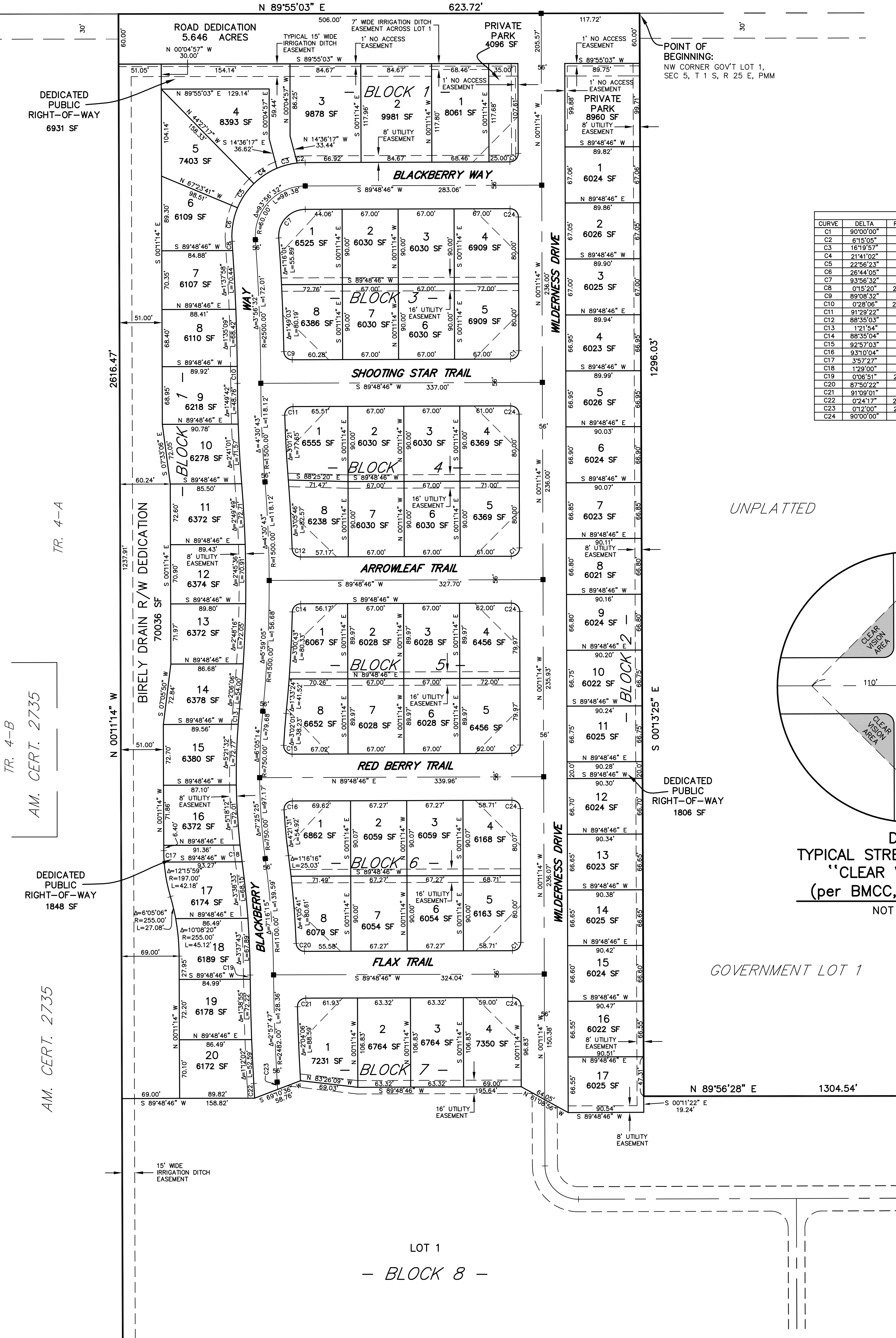
60 30 0 60 120
SCALE: 1"=60'



FOXTAIL VILLAGE SUB 2nd FILING
BIRELY DRAIN LOT 2, BLOCK 3

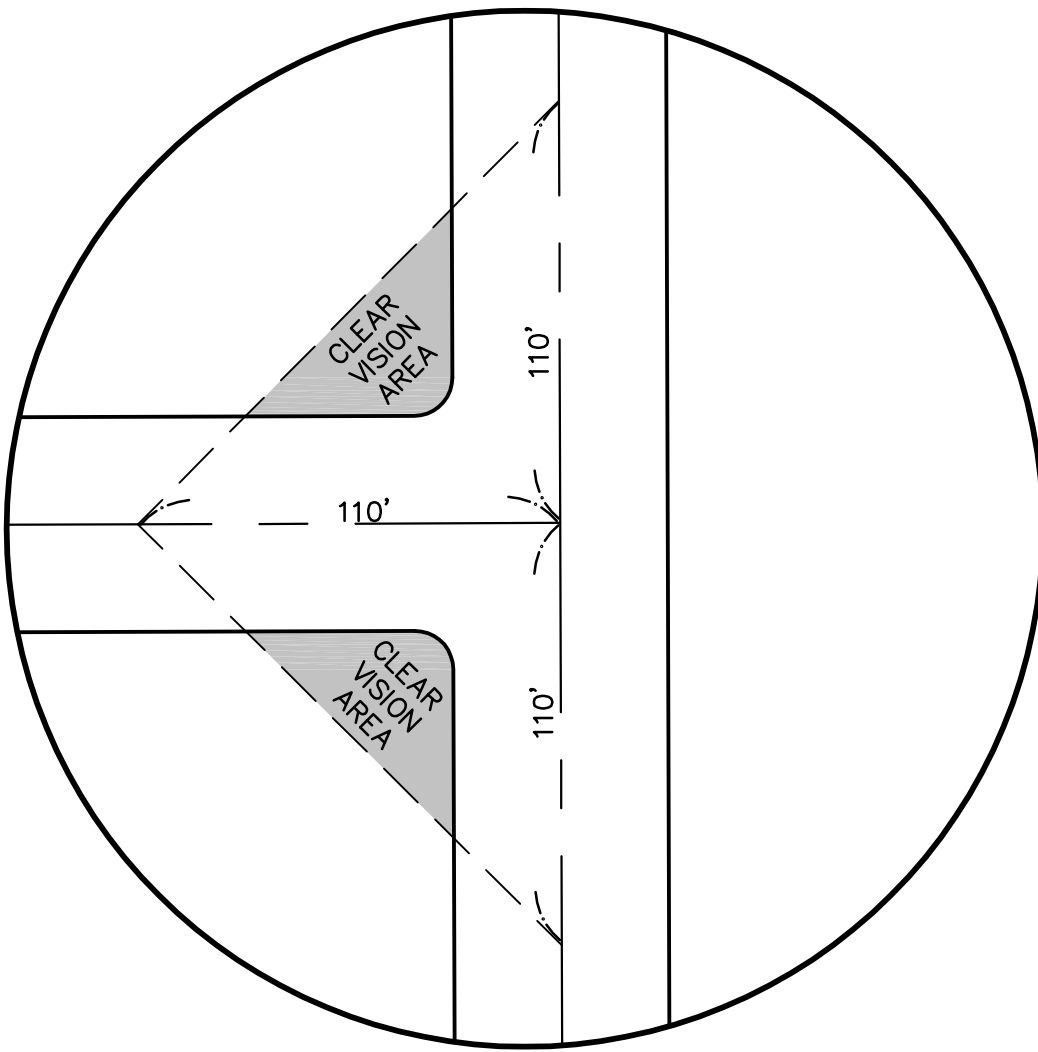
FOXTAIL VILLAGE SUB
LOT 1, BLOCK 8

GRAND AVENUE



CURVE	DELTA	RADIUS	LENGTH	BEARING	DISTANCE
C1	90°00'00"	10.00'	15.71'	N44°48'46"E	14.14'
C2	6°15'05"	88.00'	9.60'	S86°41'14"W	9.60'
C3	16°19'57"	88.00'	25.08'	S75°23'43"W	25.00'
C4	21°41'02"	88.00'	33.30'	S56°23'14"W	33.11'
C5	22°56'23"	88.00'	35.23'	S34°04'31"W	35.00'
C6	26°44'05"	88.00'	41.06'	S09°14'17"W	40.69'
C7	9°35'32"	32.00'	52.47'	S42°50'30"W	46.78'
C8	0°15'20"	2472.00'	11.02'	N04°00'08"E	11.02'
C9	89°08'32"	10.00'	15.56'	S45°36'58"E	14.04'
C10	0°28'06"	2472.00'	20.20'	N00°29'16"W	20.20'
C11	91°29'22"	10.00'	15.97'	S44°04'05"W	14.32'
C12	88°35'03"	10.00'	15.46'	S45°53'42"E	13.97'
C13	12°15'44"	778.00'	18.54'	S05°00'53"W	18.54'
C14	88°35'04"	10.00'	15.46'	S45°31'14"W	13.97'
C15	92°57'03"	10.00'	16.22'	S43°42'42"E	14.50'
C16	93°10'04"	10.00'	16.26'	S43°13'44"W	14.53'
C17	3°57'27"	197.00'	13.61'	S02°09'57"E	13.60'
C18	129°00'00"	778.00'	20.14'	S06°58'19"E	20.14'
C19	0°06'51"	2510.00'	5.00'	S00°28'59"E	5.00'
C20	87°50'22"	10.00'	15.33'	S46°18'03"E	13.87'
C21	91°09'01"	10.00'	15.91'	S44°14'16"W	14.28'
C22	0°24'17"	2490.00'	17.59'	N03°18'21"W	17.59'
C23	0°12'00"	2518.00'	8.79'	N03°18'21"W	8.79'
C24	90°00'00"	10.00'	15.71'	N45°11'14"W	14.14'

UNPLATTED



DETAIL
TYPICAL STREET INTERSECTION
"CLEAR VISION AREA"
(per BMCC, Sec. 27-615)
NOT TO SCALE

GOVERNMENT LOT 1

LOT 1
- BLOCK 8 -

Regular City Council Meeting

Consent : 1.R.

Date: 06/28/2010

TITLE: Cancellation of Checks and Warrants

PRESENTED BY: Patrick M. Weber

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Finance annually reviews outstanding warrants and checks. Under state law 7-6-4303, City Council has the authority to cancel municipal warrants and checks that have remained outstanding or unpaid for a period of one year or longer.

ALTERNATIVES ANALYZED

The Council may:

Approve the cancellation of checks and warrants, or not approve the cancellation.

FINANCIAL IMPACT

The \$25,583.23 of cancelled warrants and checks will be reverted back to affected funds. Employees and vendors were notified and given the opportunity to pay the stop payment fee and have the check reissued. The final cancellations may not exactly match the attachment because payees are still responding and checks that are re-issued will not be canceled.

RECOMMENDATION

Staff recommends that Council authorize the cancellation of said warrants and checks and receivable balances.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [Void Warrants/Checks](#)

VOIDED CHECKS TO COUNCIL- JUNE 2010
PAYROLL Checks Outstanding Thru 4-30-09

<u>Number</u>	<u>Date</u>	<u>Name</u>	<u>Amount</u>
319819	6/6/2008	Mammenga, Mark L	3.28
319822	6/6/2008	Miller, Amanda J	43.38
320010	6/20/2008	Shelden, Shane	1,949.20
320811	7/18/2008	Leslie, Melissa A	73.88
321957	9/12/2008	Taylor, Brett P	90.42
322050	9/12/2008	Krenzer, Joseph A	33.19
322241	9/26/2008	Collado, Urbano V	2.85
322252	9/26/2008	Hertz, Kendra R	24.68
322994	11/7/2008	Taylor, Brett P	23.26
		SUBTOTAL	2,244.14

VOIDED CHECKS TO COUNCIL- JUNE 2010
FLEX Checks Outstanding Thru 4-30-09

<u>Number</u>	<u>Date</u>	<u>Name</u>	<u>Amount</u>
53827	5/7/2008	Brewington, Ralph	106.16
53884	5/7/2008	Berg, Todd	60.56
53915	5/9/2008	Berg, Todd	3.99
53937	5/14/2008	Brewington, Ralph	24.95
54231	5/28/2008	Berg, Todd	23.06
54237	5/30/2008	Sutherland, Bonnie	21.08
54284	6/4/2008	Sutherland, Bonnie	95.48
54579	6/20/2008	Trewhella, Correy	153.84
54714	7/7/2008	Brewington, Ralph	24.48
54718	7/7/2008	Robson, Gene	10.00
54759	7/7/2008	Quardanapo, Shaun	10.00
54793	7/9/2008	Valdez, Froilan	315.77
54905	7/23/2008	Brewington, Ralph	20.00
54910	7/23/2008	Kuntz, Dellon	37.50
55013	7/30/2008	Kuntz, Dellon	20.00
55130	8/8/2008	Fischer, Wayne	4.87
55360	8/29/2008	Brewington, Ralph	9.89
56368	1/7/2009	Halpin, Ashley	39.90
56583	1/21/2009	Guy, Michael	130.32
56665	1/28/2009	Bechtold, Terry	271.25
56724	1/28/2009	Solberg, Tim	40.00
56761	1/30/2009	Sjolseth, Dean	19.25
56844	2/4/2009	Sjolseth, Dean	5.95
57010	2/9/2009	Ward, James	9.88
57100	2/11/2009	Falcon, Charlotte	171.51
57187	2/13/2009	Ward, James	31.62
57335	2/18/2009	Ward, James	84.47
57379	2/25/2009	Guy, Michael	541.34
57484	2/25/2009	Ward, James	70.30
57600	3/4/2009	Addy, Kelly	130.50
57997	3/23/2009	Gavin, Benny	4.00
58140	3/27/2009	Falcon, Charlotte	177.37
		SUBTOTAL	2,669.29

VOIDED CHECKS TO COUNCIL- JUNE 2010
HEALTH Checks Outstanding Thru 4-30-09

206070	5/13/2008	Douglas B. Bennion DDS	100.00
206479	5/27/2008	Meling, Debora	39.00

207362	6/24/2008	Mccrohan, Todd	26.23
207601	7/1/2008	Louis Dubs DDS	219.04
207807	7/8/2008	Barbeau, Eric P.	26.94
207830	7/8/2008	EBMS RX - EHS	15,942.55
207847	7/8/2008	The Billings Clinic	73.58
208414	7/22/2008	Adv. Podiatry Spec	55.08
208419	7/29/2008	Fedin, Joseph	77.00
208424	7/29/2008	Smith, Bruce	25.90
208623	8/5/2008	Ulledalen, Ed	51.74
209106	8/19/2008	Guy, Michael	8.60
209108	8/19/2008	Moore, Ryan	140.83
209109	8/19/2008	Moore, Ryan	105.00
209288	8/26/2008	Moore, Ryan	1.25
209643	9/9/2008	Robins, Kathryn	19.99
209873	9/16/2008	Barbeau, Eric P.	2.62
210125	9/23/2008	Ruckman, Marilyn	120.90
210556	10/7/2008	Funk, Edward C.	60.44
210805	10/14/2008	Barbeau, Eric P.	2.63
210808	10/14/2008	Mills, Garrett H.	171.28
211745	11/4/2008	The University of MT	5.60
212431	11/23/2008	Sheridan Eyecare Center	50.00
212443	12/2/2008	Morgan, Tyrone	152.35
213452	12/30/2008	Connie Dilts LCPC	98.60
213729	1/6/2009	Leffler, Chris	13.00
214278	1/27/2009	Hoff, Jeremiah	250.00
214279	1/27/2009	Macomber, Jane	26.99
214396	1/27/2009	VA MT Healthcare System	69.60
214397	1/27/2009	VA MT Healthcare System	31.78
214475	2/3/2009	Nickisch, Joseph	36.08
214476	2/3/2009	Reid, Clyde	20.00
215529	3/10/2009	Kroft, Michael	1.40
215769	3/17/2009	Dustin, Barbara	45.00
215770	3/17/2009	Dustin, Barbara	77.08
215771	3/17/2009	Dustin, Barbara	59.03
215772	3/17/2009	Dustin, Barbara	9.50
216965	4/21/2009	Kroft, Michael	2.30
217189	4/28/2009	Schwaderer, Jason	18.95
		SUBTOTAL	<u>18,237.86</u>

VOIDED CHECKS TO COUNCIL- JUNE 2010

ACCOUNTS PAYABLE Checks Outstanding Thru 4-30-09

Number	Date	Name	Amount
708743	5/2/2008	Gomendi, Ryan	5.00
708918	5/9/2008	Leenknecht, Cindy K	25.00
708972	5/9/2008	Bybee, Harvey	12.00
709000	5/9/2008	Brink, Kevin	2.00
710070	6/13/2008	Johnston, Allison F	5.00
710398	6/27/2008	All Hours Sewer Service	85.00
710553	6/27/2008	Loanshark Inc.	19.53
710588	6/27/2008	O'Brien, Morgan	5.00
710628	6/27/2008	Wicker, Robert	35.00
711916	8/11/2008	Richau, Kevin	5.00
712057	8/15/2008	Bough, James	5.00
712277	8/22/2008	Strait, Candy	12.00
712343	8/22/2008	Slaugh, John	12.00

712457	8/22/2008	Larson, Tanya	12.00
713166	9/19/2008	Morganflash, Jessica	5.00
713566	10/3/2008	Jacobs, Traci	5.66
713621	10/3/2008	Petry, Nick	5.00
713644	10/3/2008	Scott, Gloria	5.00
713654	10/3/2008	Staszak, Regina	5.00
713792	10/10/2008	Hoefle Oil Company	5.00
713900	10/10/2008	Mullins, Tripp	5.00
714035	10/17/2008	Yellowrobe, Juliane	12.00
714111	10/17/2008	Ottenbreit, Rae	5.00
714496	10/31/2008	Konzen, Katie K	12.00
714712	11/7/2008	Lind, Colleen	156.00
715502	12/5/2008	Horton, Lisa	5.00
715521	12/5/2008	Senger, Jerry	5.00
715538	12/5/2008	Udelhoven, Larry	5.00
715956	12/19/2008	Wassmer, Jeanelle	25.00
715964	12/19/2008	Kurtz, Kasey	12.00
715965	12/19/2008	Bashore, Kayti	12.00
716324	1/2/2009	Montana Dakota Utilities	15.00
716741	1/16/2009	Innovative Process	21.75
716745	1/16/2009	Bokma, Jeffrey	7.50
716874	1/23/2009	Hennelly, Denise	5.00
716899	1/23/2009	Torrence, Heather	40.00
716930	1/23/2009	Nickles, Lloyd S Jr.	5.00
716960	1/23/2009	Pierce, Sarah	50.00
717147	1/30/2009	Lausch, Rory	12.00
717477	2/6/2009	Zundel, Tami	5.00
717524	2/13/2009	Buller, Kristin	5.00
717528	2/13/2009	Caldwell, Leslie	5.00
717632	2/13/2009	Michaelis, Katie	5.00
717720	2/13/2009	Vannatan, Cara	5.00
717796	2/20/2009	Freler, Clayton M	5.00
718611	3/20/2009	Leonard, Cindi	5.00
718919	4/3/2009	Schmaing, Bessie	9.00
718988	4/3/2009	Doyle, Jeff	110.00
719255	4/10/2009	McCleary, Sienna	5.00
719476	4/17/2009	Michael Dale Construction	25.00
719646	4/24/2009	Olsen, Christine	5.00
		SUBTOTAL	<u>869.44</u>

VOIDED CHECKS TO COUNCIL- JUNE 2010
BOND & COUPON Checks Outstanding Thru 4-30-09

<u>Number</u>	<u>Date</u>	<u>Name</u>	<u>Amount</u>
28844	1/1/2009	LPL Financial Corporation	<u>1,562.50</u>
		SUBTOTAL	<u>1,562.50</u>
		TOTAL	<u>25,583.23</u>

Regular City Council Meeting

Consent : 1.S.1.

Date: 06/28/2010

TITLE: Payment of Claims May 28, 2010.

PRESENTED BY: Pat M. Weber, Financial
Services Manager

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$1,671,841.54 have been audited and are presented for your approval for payment. A complete listing of the claims dated May 28, 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

Attachments

Link: List of claims greater than \$2500.

PREPARED 05/28/2010, 14:42:37
PROGRAM: GM350L
CITY OF BILLINGS

A/P CHECKS BY PERIOD AND YEAR
MINIMUM AMOUNT: 2,500.00
FROM 05/28/2010 TO 05/28/2010

PAGE 1

BANK CODE 00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
05/28/2010 562-7120-711.92-90	732634	ACCENT AIR CONDITIONING	11940			5,382.53	
	05/24/2010	MISC SERVICES	10-3297	273175	11/2010	5,382.53	
05/28/2010 211-0000-141.31-83	732635	ACUITY BRANDS LIGHTING INC	20345			3,675.44	
	05/26/2010	STREET LIGHTS	15439482		11/2010	3,675.44	
05/28/2010 779-1576-415.76-79	732652	BILLINGS TOURISM	19895			6,229.00	
	05/26/2010	MISC SERVICES	APR/MAY 10	275006	11/2010	6,229.00	
05/28/2010 421-0000-201.10-00	732661	BROWN AND CALDWELL	18626			3,013.03	
	05/11/2010	WO0812 WWTP PRIMARY DIGES	RET RELEASE	257863	11/2010	3,013.03	
05/28/2010 416-7493-603.93-40	732665	BUSINESS TAX SECTION	2449			3,803.07	
	05/19/2010	WO0913 STAPLES REDUN WTR	1	274053	11/2010	2,042.35	
407-7128-711.93-97	05/19/2010	MISC SERVICES	274391-1	274391	11/2010	806.67	
562-7120-711.92-90	05/24/2010	MISC SERVICES	10-3297	274389	11/2010	54.37	
407-7128-711.93-97	05/24/2010	MISC SERVICES	274391-1	274391	11/2010	.00	
407-7128-711.93-97	05/24/2010	MISC SERVICES	274391-1	274391	11/2010	.00	
407-7128-711.93-97	05/24/2010	MISC SERVICES	274391-1	274391	11/2010	76.82	
205-0000-201.10-00	05/25/2010	W10903 2009 PAVER PROJECT	RET RELEASE	269536	11/2010	47.34	
205-0000-201.10-00	05/25/2010	W10903 2009 PAVER PROJECT	RET RELEASE	271379	11/2010	13.77	
461-0000-201.10-00	05/25/2010	SID 1386 MACDONALD DR	RET RELEASE	268063	11/2010	74.82	
461-3161-431.93-10	05/25/2010	SID 1386 MACDONALD DR	CO#2	268063	11/2010	1.30	
461-3161-431.93-10	05/25/2010	SID 1386 MACDONALD DR	CO#2	268063	11/2010	1.30	
840-3184-431.93-10	05/25/2010	SID 1386 MACDONALD DR	CO#2	268063	11/2010	.15	
840-3184-431.93-10	05/25/2010	SID 1386 MACDONALD DR	CO#2	268063	11/2010	.15	
461-3161-431.93-10	05/25/2010	SID 1386 MACDONALD DR	5	268063	11/2010	10.70	
416-7493-603.93-40	05/25/2010	WO0913 STAPLES REDUNDANT	CO#3	273323	11/2010	12.70	
416-7493-603.93-40	05/25/2010	WO0913 STAPLES REDUNDANT	CO#3	273323	11/2010	12.70	
416-7493-603.93-40	05/25/2010	WO0913 STAPLES REDUNDANT	1	273323	11/2010	788.50	
205-3131-433.93-90	05/25/2010	W10903 2009 PAVER PROJECT	3 - FINAL	274700	11/2010	41.37	
05/28/2010 150-2150-421.29-25	732682	DELL COMPUTER L P	13426			10,467.28	
	05/26/2010	MISC SERVICES	XDRJMW3N7	274160	11/2010	4,999.96	
150-2150-421.29-25	05/26/2010	MISC SERVICES	XDRN1CJX6	274262	11/2010	1,893.50	
620-1911-482.29-25	05/14/2010	MISC SERVICES	XDT87RFJ9	274415	11/2010	749.97	
620-1913-482.29-25	05/26/2010	MISC SERVICES	XDT5T4393	274417	11/2010	2,823.85	
05/28/2010 10-1314-413.36-60	732685	DESTINY SOFTWARE INC	20610			3,200.00	
	05/25/2010	YEARLY MAINTENANCE FEE	3003	274953	11/2010	3,200.00	
05/28/2010 416-7493-603.93-40	732700	FOUR BEERS INC	20892			78,061.51	
	05/25/2010	WO0913 STAPLES REDUNDANT	CO#3	273322	11/2010	1,257.30	
416-7493-603.93-40	05/25/2010	WO 09-13 STAPLES REDUND	CO#3	273322	11/2010	1,257.30	
416-7493-603.93-40	05/25/2010	WO0913 STAPLES REDUNDANT	1	273322	11/2010	78,061.51	
490-5161-452.93-70	05/25/2010	WO0307 ALKALI CREEK TRL	FUND CORRECTION	274413	11/2010	12,960.19	
490-5161-452.93-70	05/25/2010	WO0307 ALKALI CREEK TRL	FUND CORRECTION	274413	11/2010	12,960.19	
05/28/2010 150-2150-421.61-00	732704	GENERAL ELECTRIC CAPITAL CORP	19598			9,370.42	
	05/20/2010	MISC SERVICES	72080326	274824	11/2010	4,327.91	

PREPARED 05/28/2010, 14:42:37

PROGRAM: GM350L

CITY OF BILLINGS

A/P CHECKS BY PERIOD AND YEAR

MINIMUM AMOUNT: 2,500.00

FROM 05/28/2010 TO 05/28/2010

PAGE 2

BANK CODE

00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
150-2150-421.62-00	05/20/2010	MISC SERVICES	72080326	274824	11/2010	357.30	
150-2150-421.61-00	05/20/2010	MISC SERVICES	72115731	274824	11/2010	4,327.91	
150-2150-421.62-00	05/20/2010	MISC SERVICES	72115731	274824	11/2010	357.30	
05/28/2010	732706	GILLIG CORPORATION	18154			3,878.39	
601-0000-141.71-41	05/21/2010	MP	4624653		11/2010	188.18	
571-7144-713.23-20	05/21/2010	MP	4624653	274861	11/2010	147.81	
601-0000-141.71-41	05/25/2010	MP	4627444		11/2010	189.52	
601-0000-141.71-41	05/25/2010	NO	4629218		11/2010	290.08	
601-0000-141.71-41	05/26/2010	MP	4625179		11/2010	50.00	
601-0000-141.71-41	05/26/2010	MP	4625417		11/2010	698.32	
601-0000-141.71-41	05/27/2010	MP	4624021		11/2010	163.92	
601-0000-141.71-41	05/27/2010	MP	4624652		11/2010	26.50	
601-0000-141.71-41	05/27/2010	MP	4627753		11/2010	247.50	
601-0000-141.71-41	05/27/2010	MP	4627754		11/2010	955.74	
601-0000-141.71-41	05/27/2010	MP	4628117		11/2010	910.86	
571-7144-713.23-20	05/27/2010	MP	4624021	275052	11/2010	10.00	
571-7144-713.23-20	05/27/2010	MP	4624652	275052	11/2010	.04-	
05/28/2010	732707	GRANITE PEAK PUMP SERVICE INC	19933			3,306.19	
10-5112-452.36-90	05/26/2010	LABOR COST	10066	274987	11/2010	2,635.52	
10-5112-452.22-90	05/26/2010	PUMP SERVICED	10070	274987	11/2010	670.67	
05/28/2010	732715	HDR INC	1544			46,573.19	
416-7493-603.92-20	05/25/2010	WO0426 ZONE 4 & 5	40/197259-H	247294	11/2010	13,750.86	
416-7493-603.93-40	05/25/2010	PL0049 WTR SYS EMRG PWR	18	249305	11/2010	1,069.55	
840-3184-431.93-10	05/25/2010	WO0709 BLGS STRMWTR MSTR	31	251610	11/2010	2,982.74	
421-8493-623.93-40	05/25/2010	WO0822 WWTP DISINFEC SYS	15	263835	11/2010	10,019.18	
502-7211-601.35-40	05/25/2010	INTEGRATED WATER PLAN	3	270373	11/2010	4,520.13	
512-8211-621.35-40	05/25/2010	INTEGRATED WATER PLAN	3	270373	11/2010	3,874.39	
840-3184-431.35-90	05/25/2010	INTEGRATED WATER PLAN	3	270373	11/2010	4,520.13	
502-7400-603.24-50	05/25/2010	WO1006 STAPLES RESERVOIR	197267-H	271831	11/2010	636.71	
503-7491-603.93-90	05/25/2010	WO1006 STAPLES RESERVOIR	197268-H	273997	11/2010	5,199.50	
05/28/2010	732719	IBM CORPORATION	17251			6,529.50	
512-8400-623.24-50	04/29/2010	MISC SERVICES	6665486	274156	10/2010	5,284.50	
620-1911-482.53-70	04/29/2010	MISC SERVICES	6665490	274307	10/2010	1,245.00	
05/28/2010	732724	INTERSTATE POWERSYSTEMS	17926			2,525.96	
601-0000-141.71-41	05/26/2010	MP	7013604.01		11/2010	1,708.65	
601-0000-141.71-41	05/26/2010	MP	7013684.01		11/2010	606.40	
571-7144-713.23-20	05/26/2010	MP	7013877.01	275026	11/2010	21.50	
211-3133-433.23-20	05/26/2010	MP	7013842.01	275040	11/2010	189.41	
05/28/2010	732726	JACK HENRY & ASSOCIATES INC	20831			3,920.00	
502-7311-602.35-54	05/25/2010	MISC SERVICES	0698202	274917	11/2010	1,960.00	
512-8311-622.35-54	05/25/2010	MISC SERVICES	0698202	274917	11/2010	1,960.00	
05/28/2010	732728	JEM CONTRACTING, INC	18375			8,466.53	
461-0000-201.10-00	05/25/2010	SID 1386 MACDONALD DR	RET RELEASE	268050	11/2010	7,407.73	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
461-3161-431.93-10	05/25/2010	SID 1386 MACDONALD DR	CO#2	268050	11/2010	129.20-	
461-3161-431.93-10	05/25/2010	SID 1386 MACDONALD DR	CO#2	268050	11/2010	129.20	
840-3184-431.93-10	05/25/2010	SID 1386 MACDONALD DR	CO#2	268050	11/2010	14.38-	
840-3184-431.93-10	05/25/2010	SID 1386 MACDONALD DR	CO#2	268050	11/2010	14.38	
461-3161-431.93-10	05/25/2010	SID 1386 MACDONALD DR	5	268050	11/2010	1,058.80	
05/28/2010	732731	JTL GROUP INC DBA KNIFE RIVER	2417			78,582.40	
407-7128-711.93-97	05/19/2010	MISC SERVICES	274390-1	274390	11/2010	79,860.63	
407-7128-711.93-97	05/24/2010	MISC SERVICES	274390-1	274390	11/2010	.00	
407-7128-711.93-97	05/24/2010	MISC SERVICES	274390-1	274390	11/2010	.00	
407-7128-711.93-97	05/24/2010	MISC SERVICES	274390-1	274390	11/2010	7,605.78-	
561-7113-711.36-50	05/24/2010	INVOICE #206501	206501	F10984	11/2010	3,631.00	
211-3132-433.45-20	05/26/2010	ROAD/HIGHWAY MATERIAL	205719	274971	11/2010	83.87	
211-3132-433.45-20	05/26/2010	ROAD/HIGHWAY MATERIAL	205731	274971	11/2010	63.37	
211-3132-433.45-20	05/26/2010	ROAD/HIGHWAY MATERIAL	205752	274971	11/2010	33.01	
211-3132-433.45-20	05/26/2010	ROAD/HIGHWAY MATERIAL	206126	274971	11/2010	92.54	
211-3132-433.47-10	05/26/2010	ROAD AND HIGHWAY MATERIAL	206140	274971	11/2010	1,199.00	
211-3132-433.45-20	05/26/2010	ROAD/HIGHWAY MATERIAL	206395	274971	11/2010	120.89	
211-3132-433.45-20	05/26/2010	ROAD/HIGHWAY MATERIAL	206482	274971	11/2010	152.77	
211-3132-433.47-10	05/26/2010	ROAD AND HIGHWAY MATERIAL	206502	274971	11/2010	898.00	
211-3132-433.45-20	05/26/2010	ROAD/HIGHWAY MATERIAL	206801	274971	11/2010	24.75	
211-3132-433.45-20	05/26/2010	ROAD/HIGHWAY MATERIAL	206820	274971	11/2010	28.35	
05/28/2010	732754	MONTANA DAKOTA UTILITIES CO	2492			20,565.41	
561-7117-711.34-40	05/24/2010	073869 28	052410	F10980	11/2010	68.75	
561-7117-711.34-40	05/24/2010	073858 25	052410	F10980	11/2010	165.52	
502-7400-603.34-40	05/28/2010	PUD	07162021		11/2010	20.76	
502-7400-603.34-40	05/28/2010	PUD	07342023		11/2010	22.05	
502-7400-603.34-40	05/28/2010	PUD	07365822	50%	11/2010	7.27	
502-7400-603.34-40	05/28/2010	PUD	07365822	50%	11/2010	7.26	
561-7113-711.34-40	05/28/2010	AIRPORT	07385922		11/2010	934.21	
561-7112-711.34-40	05/28/2010	AIRPORT	07387221		11/2010	5,971.39	
561-7117-711.34-40	05/28/2010	AIRPORT	07388722		11/2010	689.19	
561-7117-711.34-40	05/28/2010	AIRPORT	07388824		11/2010	63.94	
512-8400-623.34-40	05/28/2010	PUD	07555321	25%	11/2010	1,187.58	
512-8400-623.34-40	05/28/2010	PUD	07555321	50%	11/2010	2,375.17	
512-8400-623.34-40	05/28/2010	PUD	07555321	25%	11/2010	1,187.58	
660-3110-431.34-40	05/28/2010		07585726	45%	11/2010	62.27	
670-3141-489.34-40	05/28/2010		07585726	55%	11/2010	76.12	
10-5127-451.34-40	05/28/2010	REC	07586821		11/2010	142.99	
650-1567-487.34-40	05/28/2010	FACILITIES	07610421		11/2010	994.77	
260-5512-455.34-40	05/28/2010	LIBRARY	07617521		11/2010	46.97	
521-1595-493.34-40	05/28/2010	PARKING 2906 N 3RD AVE	07624629		11/2010	48.96	
521-1595-493.34-40	05/28/2010	PARKING 2910 N 3RD AVE	07624725		11/2010	22.58	
521-1595-493.34-40	05/28/2010	PARK 1 LEASE	07624823		11/2010	30.70	
571-7143-713.34-40	05/28/2010	TRANSIT	07647023		11/2010	883.16	
150-2221-422.34-40	05/28/2010	FIRE	07676421		11/2010	571.31	
150-2171-441.34-40	05/28/2010	ANIMAL SHELTER	32062801		11/2010	520.59	
512-8500-625.34-40	05/28/2010	PUD LIFT STATION	33154101		11/2010	34.42	
521-1592-493.34-40	05/28/2010	PARK II	34941902		11/2010	13.79	

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512-8500-625.34-40		05/28/2010	PUD	35059801		11/2010	24.07
150-2221-422.34-40		05/28/2010	FIRE STATION #7	35322001		11/2010	175.52
561-7113-711.34-40		05/26/2010		31454401		11/2010	40.59
561-7113-711.34-40		05/26/2010		31454601		11/2010	367.28
561-7113-711.34-40		05/26/2010		31454701		11/2010	361.11
561-7113-711.34-40		05/26/2010		31454801		11/2010	63.94
561-7113-711.34-40		05/26/2010		31454902		11/2010	117.45
150-2221-422.34-40		05/27/2010	FIRE	07935121		11/2010	299.35
541-3123-435.34-40		05/27/2010	SW	08073321		11/2010	299.76
502-7400-603.34-40		05/27/2010	PUD	31753602		11/2010	25.80
650-1566-487.34-40		05/27/2010	ADMIN BUILDING	32577402		11/2010	1,156.73
650-1566-487.34-40		05/27/2010	EVIDENCE BUILDING	32629302		11/2010	94.13
650-1566-487.34-40		05/27/2010	PD1	32708002		11/2010	271.89
650-1566-487.34-40		05/27/2010	GARAGE	32781001		11/2010	1,096.44
512-8500-625.34-40		05/27/2010	PUD LIFT STATION	36738301		11/2010	22.05
05/28/2010	732758	MONTANA RAIL LINK INC	13520				537,368.74
202-1503-466.79-73		05/25/2010	WO0317 RR FEASIBILITY	2/MRL2009418	265101	11/2010	537,368.74
05/28/2010	732762	MORRISON MAIERLE INC	2572				102,496.20
405-7125-711.96-72		05/24/2010	MISC SERVICES	100726	274777	11/2010	39,003.39
405-7125-711.96-72		05/24/2010	MISC SERVICES	100726	274777	11/2010	5,329.22
405-7125-711.96-73		05/24/2010	MISC SERVICES	100726	274777	11/2010	2,052.81
405-7125-711.96-73		05/24/2010	MISC SERVICES	100726	274777	11/2010	280.48
405-7125-711.96-72		05/24/2010	MISC SERVICES	100729	274777	11/2010	15,555.30
405-7125-711.96-73		05/24/2010	MISC SERVICES	100729	274777	11/2010	818.70
405-7125-711.96-72		05/24/2010	MISC SERVICES	100730	274777	11/2010	37,483.49
405-7125-711.96-73		05/24/2010	MISC SERVICES	100730	274777	11/2010	1,972.81
05/28/2010	732770	NORTHWESTERN ENERGY	15771				173,804.88
502-7400-603.34-10		05/25/2010	MISC SERVICES	01004852 MAY10	274873	11/2010	517.51
512-8400-623.34-10		05/25/2010	MISC SERVICES	01005917 MAY10	274873	11/2010	47,248.30
502-7314-602.34-10		05/25/2010	MISC SERVICES	01006063 MAY10	274873	11/2010	1,884.67
502-7400-603.34-10		05/25/2010	MISC SERVICES	01006063 MAY10	274873	11/2010	56,540.03
502-7400-603.34-10		05/25/2010	MISC SERVICES	01006063 MAY10	274873	11/2010	15,077.34
512-8314-622.34-10		05/25/2010	MISC SERVICES	01006063 MAY10	274873	11/2010	1,884.67
561-7112-711.34-10		05/24/2010	0100482-9	052410	F10991	11/2010	25,125.40
10-5127-451.34-10		05/26/2010	ELECTRIC CHARGES	0100506-5	274976	11/2010	1,125.35
660-3110-431.34-10		05/26/2010	MONTHLY UTILITY	1741314-7	274981	11/2010	373.15
670-3141-489.34-10		05/26/2010	MONTHLY UTILITY	1741314-7	274981	11/2010	456.07
650-1567-487.34-10		05/27/2010	FACILITIES MANAGEMENT	01005073		11/2010	6,618.36
150-2221-422.34-10		05/27/2010	NW FIRE	07125370		11/2010	513.61
10-5122-451.34-10		05/27/2010	NW PARK/REC/PL	07126832		11/2010	84.90
571-7148-713.34-10		05/27/2010	NW AVIATION/TRAN	07127640		11/2010	21.58
561-7117-711.34-10		05/27/2010	NW AVIATION/TRAN	07127921		11/2010	413.96
561-7117-711.34-10		05/27/2010	NW AVIATION/TRAN	07127996		11/2010	22.86
561-7117-711.34-10		05/27/2010	NW AVIATION/TRAN	07128002		11/2010	1,102.57
561-7113-711.34-10		05/27/2010	NW AVIATION/TRAN	07128093		11/2010	7.25
561-7117-711.34-10		05/27/2010	NW AVIATION/TRAN	07128176		11/2010	68.89
561-7113-711.34-10		05/27/2010	NW AVIATION/TRAN	07196165		11/2010	51.95

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #			CHECK AMOUNT
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521-1595-493.34-10	05/27/2010	NW FINANCE	07208291		11/2010	265.56
521-1592-493.34-10	05/27/2010	NW FINANCE	07208341		11/2010	3,658.26
150-2221-422.34-10	05/27/2010	NW FIRE	07208408		11/2010	262.51
607-2235-486.34-10	05/27/2010	NW FIRE	07215809		11/2010	198.26
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07222375		11/2010	19.40
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07222474		11/2010	7.25
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07222516		11/2010	116.65
502-7400-603.34-10	05/27/2010	NW PUD-WATER TREAT	07222524		11/2010	1,165.63
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07222540		11/2010	49.53
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07222557		11/2010	82.61
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07222573		11/2010	328.31
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07222607		11/2010	329.59
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07222615		11/2010	49.45
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07222623		11/2010	49.45
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07222631		11/2010	49.45
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07222656		11/2010	49.45
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07222664		11/2010	8.79
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07222680		11/2010	49.45
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07222698		11/2010	9.37
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07222854		11/2010	49.45
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07222920		11/2010	10.54
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07222938		11/2010	40.76
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07229057		11/2010	9.48
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07229339		11/2010	93.15
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07230279		11/2010	116.65
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07230352		11/2010	90.35
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07230360		11/2010	8.90
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07230378		11/2010	159.03
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07230386		11/2010	49.45
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07230410		11/2010	49.45
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07230428		11/2010	29.94
502-7400-603.34-10	05/27/2010	NW PUD-WATER TREAT	07230436		11/2010	3,394.51
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07230444		11/2010	243.70
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07230485		11/2010	167.77
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07230501		11/2010	116.65
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07230527		11/2010	49.45
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07230543		11/2010	125.23
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07230550		11/2010	7.25
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07230568		11/2010	7.25
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07230576		11/2010	7.25
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07230584		11/2010	8.99
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07230907		11/2010	8.45
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07231624		11/2010	7.25
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07231707		11/2010	116.65
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07236441		11/2010	7.25
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07236458		11/2010	7.25
211-3137-433.34-10	05/27/2010	NW PUBLIC WORKS	07240575		11/2010	137.04
260-5512-455.34-10	05/27/2010	NW LIBRARY	07244643		11/2010	80.53
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07894371		11/2010	15.26
10-5112-452.34-10	05/27/2010	NW PARK/REC/PL	07931348		11/2010	116.65

PROGRAM: GM350L

MINIMUM AMOUNT: 2,500.00

CITY OF BILLINGS

FROM 05/28/2010 TO 05/28/2010

BANK CODE

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CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
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10-5112-452.34-10		05/27/2010	NW PARK/REC/PL	08317026		11/2010	7.25
872-5198-452.34-10		05/27/2010	NW PARK/REC/PL	10590933		11/2010	83.65
521-1595-493.34-10		05/27/2010	NW	13815279		11/2010	88.80
10-5112-452.34-10		05/27/2010	NW	15220957		11/2010	774.31
521-1592-493.34-10		05/27/2010	PARK 2 GARAGE	15942824		11/2010	1,631.95
05/28/2010	732777	PUBLIC UTILITIES	5022				125,134.42
805-1570-425.53-50		05/26/2010	4430 HI-LINE DR	6712510003200		11/2010	124,411.07
512-8500-625.34-20		05/26/2010	4430 HI-LINE DR	671274846		11/2010	584.53
211-3134-433.34-20		05/26/2010	4430 HI-LINE DR	671294847		11/2010	138.82
05/28/2010	732779	QWEST COMMUNICATIONS	6319				3,943.98
561-7110-711.34-50		05/21/2010	QWEST MAY 2010 3RD PAY	252-9412		11/2010	86.40
571-7141-713.34-50		05/21/2010	QWEST MAY 2010 3RD PAY	254-7038		11/2010	44.42
10-5140-436.34-50		05/21/2010	QWEST MAY 2010 3RD PAY	652-0269		11/2010	43.20
10-5112-452.34-50		05/21/2010	QWEST MAY 2010 3RD PAY	652-5507		11/2010	44.18
211-3136-433.34-50		05/21/2010	QWEST MAY 2010 3RD PAY	652-8104		11/2010	29.38
10-5121-451.34-50		05/21/2010	QWEST MAY 2010 3RD PAY	652-8403		11/2010	33.86
150-2225-422.34-50		05/21/2010	QWEST MAY 2010 3RD PAY	655-0728		11/2010	43.20
10-5112-452.34-50		05/21/2010	QWEST MAY 2010 3RD PAY	657-3014		11/2010	28.58
606-1931-484.34-50		05/21/2010	QWEST MAY 2010 3RD PAY	657-8377		11/2010	3,590.76
05/28/2010	732782	RIMROCK FOUNDATION	3210				13,141.59
246-1250-412.35-90		05/20/2010	COUNSELOR/CM/JAG-OUTSTAND	2010-11	274799	11/2010	7,062.28
248-1263-412.35-90		05/20/2010	COUNSELOR/CM/JAG-OUTSTAND	2010-11	274799	11/2010	3,599.72
737-1265-412.23-10		05/20/2010	COUNSELOR/CM/JAG-OUTSTAND	2010-11	274799	11/2010	57.00
737-1265-412.35-90		05/20/2010	COUNSELOR/CM/JAG-OUTSTAND	2010-11	274799	11/2010	1,394.42
737-1265-412.37-30		05/20/2010	APRIL SERVICES	2010-11	274800	11/2010	1,028.17
05/28/2010	732784	SCHICHTEL'S NURSERY OREGON INC	21165				10,450.00
702-5171-436.36-90		05/26/2010	TREES	16922	274214	11/2010	1,540.00
772-5166-452.72-49		05/26/2010	TREES	16922	274214	11/2010	5,930.00
775-5183-452.72-49		05/26/2010	TREES	16922	274214	11/2010	2,280.00
775-5183-452.72-49		05/26/2010	TREES	16922	274214	11/2010	700.00
05/28/2010	732787	SOFTWARE HOUSE INTL	19250				5,028.00
10-1414-414.94-80		05/26/2010	MISC SERVICES	B00067594	274416	11/2010	5,028.00
05/28/2010	732796	TETRA TECH, INC.	19346				7,717.71
541-3123-435.35-90		05/27/2010	LF SAMPLE	15513032	274650	11/2010	49.00
541-3123-435.35-90		05/27/2010	LANDFILL MONITORING	50352636	274650	11/2010	7,668.71
05/28/2010	732797	TITAN MACHINERY INC	20569				6,247.80
502-7500-609.21-20		05/25/2010	MISC SERVICES	1C04503	274887	11/2010	3,800.00
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211-3134-433.23-20		05/26/2010	MP	IC03856	274540	11/2010	42.30
211-3134-433.23-20		05/26/2010	MP	IC03873	274540	11/2010	111.39
211-3134-433.23-20		05/26/2010	MP	IC03873	274540	11/2010	10.59
211-3134-433.23-20		05/26/2010	MP	IC03974	274540	11/2010	651.76
211-3134-433.23-20		05/26/2010	MP	IC04020	274540	11/2010	32.28

PREPARED 05/28/2010, 14:42:37

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CITY OF BILLINGS

A/P CHECKS BY PERIOD AND YEAR

MINIMUM AMOUNT: 2,500.00

FROM 05/28/2010 TO 05/28/2010

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CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
211-3134-433.23-20	05/26/2010	MP	IC04059	274540	11/2010	1,169.34	
211-3134-433.23-20	05/26/2010	MP	IC04059	274540	11/2010	114.51	
211-3134-433.23-20	05/26/2010	MP	IC04134	274540	11/2010	65.51	
211-3134-433.23-20	05/26/2010	MP	IC04134A	274540	11/2010	61.83	
211-3133-433.23-20	05/26/2010	MP	IC04338	274540	11/2010	155.43	
211-3133-433.23-20	05/26/2010	MP	IC04338	274540	11/2010	18.35	
05/28/2010 732802	TOWN & COUNTRY SUPPLY ASSOCIAT	18295				86,848.86	
601-0000-141.00-00	05/20/2010	MP	86897		11/2010	24,773.35	
601-0000-141.71-41	05/20/2010	MP	86896		11/2010	15,838.90	
502-0000-141.00-00	05/21/2010	WATER PARTS AND SUPPLIES	87220		11/2010	13,791.00	
601-0000-141.71-41	05/24/2010	MP	87511		11/2010	5,105.40	
561-7118-711.23-13	05/24/2010	INVOICE #87219	87219/87070	F10987	11/2010	13,478.50	
561-7112-711.24-50	05/24/2010	INVOICE #87070	87219/87070	F10987	11/2010	343.21	
561-7115-711.23-10	05/25/2010	INVOICE #70565	70565	F10998	11/2010	5,000.00	
561-7113-711.23-10	05/25/2010	INVOICE #70565	70565	F10998	11/2010	8,518.50	
05/28/2010 732803	TRACTOR & EQUIPMENT	3775				2,652.72	
541-3123-435.23-20	05/21/2010	MP	BLCS0459035	274858	11/2010	2,652.72	
05/28/2010 732809	VERIZON WIRELESS	14490				6,015.00	
571-7147-713.34-50	05/20/2010	INVOICE# 0868070947	0868070947	F10969	11/2010	172.65	
150-2170-441.34-50	05/24/2010	VERIZON WSCA MASTER	AN SHELTER MDT		11/2010	225.05	
717-2166-421.34-50	05/24/2010	VERIZON WSCA MASTER	CCSIU AIR CARD		11/2010	604.13	
717-2166-421.34-50	05/24/2010	VERIZON WSCA MASTER	CCSIU RAVEN		11/2010	90.02	
150-2221-422.34-50	05/24/2010	VERIZON WSCA MASTER	FIRE DEPT AIR C		11/2010	45.01	
150-2221-422.34-50	05/24/2010	VERIZON WSCA MASTER	FIRE MDT		11/2010	585.19	
620-1911-482.34-50	05/24/2010	VERIZON WSCA MASTER	ITD AIR CARD		11/2010	77.82	
260-5517-455.34-50	05/24/2010	VERIZON WSCA MASTER	LIBRARYOUTREACH		11/2010	135.03	
150-2111-421.34-50	05/24/2010	VERIZON WSCA MASTER	MDT TOUGHBOOK		11/2010	3,560.03	
150-2111-421.34-50	05/24/2010	VERIZON WSCA MASTER	POLICE ICAC		11/2010	45.07	
150-2111-421.34-50	05/24/2010	VERIZON WSCA MASTER	POLICE AIR CARD		11/2010	45.01	
150-2111-421.34-50	05/24/2010	VERIZON WSCA MASTER	POLICE USM MDT		11/2010	171.94	
10-5112-452.34-50	05/24/2010	VERIZON WSCA MASTER	PARKS PMD AIR		11/2010	45.01	
209-4451-428.34-50	05/24/2010	VERIZON WSCA MASTER	BUILDING AIR		11/2010	168.03	
502-7500-609.34-50	05/24/2010	VERIZON WSCA MASTER	PUD AIR CARD		11/2010	45.01	
05/28/2010 732812	WESTERN MUNICIPAL CONSTRUCTION	11742				202,192.71	
416-7493-603.93-40	05/19/2010	WO0913 STAPLES REDUNDANT	1	274052	11/2010	202,192.71	
05/28/2010 732816	YELLOWSTONE COUNTY FINANCE DPT	16736				11,750.00	
250-2139-421.21-20	05/20/2010	MISC SERVICES	IND COMM 101113	274822	11/2010	2,000.00	
710-2133-421.29-20	05/20/2010	MISC SERVICES	MTRLA 101114	274823	11/2010	8,556.00	
710-2133-421.21-20	05/20/2010	MISC SERVICES	WHELEN 99424	274823	11/2010	1,194.00	
05/28/2010 732817	YELLOWSTONE COUNTY GIS	10369				7,000.00	
620-1913-482.35-90	05/26/2010	MISC SERVICES	10-39	274999	11/2010	7,000.00	
05/28/2010 732820	Z & Z SEAL COATING INC	20793				10,145.86	
205-0000-201.10-00	05/25/2010	W10903 2009 PAVER PROJECT	RET RELEASE	269534	11/2010	4,686.88	

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PROGRAM: GM350L
CITY OF BILLINGS

A/P CHECKS BY PERIOD AND YEAR
MINIMUM AMOUNT: 2,500.00
FROM 05/28/2010 TO 05/28/2010

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CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
205-0000-201.10-00	05/25/2010	W10903 2009 PAVER PROJECT	RET RELEASE	271378	11/2010	1,363.23
205-3131-433.93-90	05/25/2010	W10903 2009 PAVER PROJECT	3 - FINAL	274699	11/2010	4,095.75
DATE RANGE TOTAL *						1,609,488.32 *

Regular City Council Meeting

Consent : 1.S.2.

Date: 06/28/2010

TITLE: Payment of Claims June 4, 2010.

PRESENTED BY: Pat M. Weber, Financial
Services Manager

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$395,649.32 have been audited and are presented for your approval for payment. A complete listing of the claims dated June 4, 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

Attachments

Link: List of claims greater than \$2500.

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #					CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN	AMOUNT	
06/04/2010 240-4301-419.72-14	732826 06/02/2010	ACTIVE TRANSPORTATION ALTERNAT CONTRACT 5/2010	20644	CONTRACT 5/2010	275152	12/2010	5,667.00 5,667.00	
06/04/2010 240-4301-419.72-14	732833 06/02/2010	ARTCRAFT PRINTERS OF BILLINGS INV I93730MA-IN	214	I93730MA-IN	275151	12/2010	7,294.00 7,294.00	
06/04/2010 650-1566-487.24-50 650-1567-487.29-20	732852 06/01/2010 06/01/2010	BRUCO INC MISC SERVICES MISC SERVICES	581	275156 275156	275146 275146	12/2010 12/2010	3,836.85 1,918.43 1,918.42	
06/04/2010 561-7115-711.22-90	732859 06/02/2010	CHEMGUARD INC INVOICE #63638	13264	63638	F11034	12/2010	4,653.00 4,653.00	
06/04/2010 150-2221-422.34-20 805-1570-425.53-50	732864 06/01/2010 06/02/2010	COUNTY WATER DISTRICT OF FIRE6/WATER/104,690 GAL MISC SERVICES	881	16118-00 10MAY 1345	267470 275156	12/2010 12/2010	18,759.91 250.87 18,509.04	
06/04/2010 295-6686-463.72-75	732882 06/02/2010	FOREVER FAMILIES MISC SERVICES	19705	3 - FINAL	275143	12/2010	5,843.99 5,843.99	
06/04/2010 513-8491-623.93-90	732893 06/01/2010	HDR INC WO0908 WWTP WTR LINE REPL	1544	11/INV 197825-H	266958	12/2010	4,278.19 4,278.19	
06/04/2010 294-6692-463.72-75	732895 06/02/2010	HOMEWORD MISC SERVICES	14380	FY09-1	275141	12/2010	6,000.00 6,000.00	
06/04/2010 900-0000-209.99-20	732898 06/04/2010	IAFF PAYROLL SUMMARY	20196	20100604		11/2010	4,149.90 4,149.90	
06/04/2010 150-2112-421.35-90	732919 06/01/2010	LEADERSHIP MONTANA TUITION FOR LISA POSADA-G	17991	TUITION GRIFFIN	F11007	12/2010	2,500.00 2,500.00	
06/04/2010 502-7400-603.24-50	732925 06/02/2010	MADDEN DIVISION LINER MATERIAL-STAPLES	14514	202399	274104	12/2010	20,817.00 20,817.00	
06/04/2010 502-7400-603.34-40 502-7400-603.34-40 502-7400-603.34-40 502-7400-603.34-40 502-7400-603.34-40 502-7400-603.34-40 502-7400-603.34-40 502-7400-603.34-40 502-7400-603.34-40 502-7400-603.34-40 502-7314-602.34-40 512-8314-622.34-40 502-7314-602.34-40 512-8314-622.34-40	732935 06/03/2010 06/03/2010 06/03/2010 06/03/2010 06/03/2010 06/03/2010 06/03/2010 06/03/2010 06/03/2010 06/03/2010 06/03/2010 06/03/2010 06/03/2010 06/03/2010	MONTANA DAKOTA UTILITIES CO PUD PUD PUD PUD PUD PUD PUD PUD PUD PUD PUD PUD PUD PUD	2492	08156221 08156322 50% 08156322 50% 08156421 08156521 08156621 08156721 08156821 08156922 08157021 50% 08157021 50% 08157121 50% 08157121 50%		12/2010 12/2010 12/2010 12/2010 12/2010 12/2010 12/2010 12/2010 12/2010 12/2010 12/2010 12/2010 12/2010 12/2010	2,533.59 698.57 5.20 5.20 49.06 57.37 297.33 121.71 12.41 172.36 269.97 269.97 110.34 110.33	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #					CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN	AMOUNT	
502-7400-603.34-40	06/03/2010	PUD	08157221		12/2010		10.40	
502-7400-603.34-40	06/03/2010	PUD	08157322		12/2010		10.40	
512-8400-623.34-40	06/03/2010	PUD	08510222		12/2010		10.40	
10-5141-436.34-40	06/03/2010	CEMETERY	08543421		12/2010		39.57	
10-5141-436.34-40	06/03/2010	CEMETERY	08543521		12/2010		115.84	
502-7400-603.34-40	06/03/2010	PUD	08683522		12/2010		10.40	
10-5112-452.34-40	06/03/2010	PARKS	08767921		12/2010		45.68	
502-7400-603.34-40	06/03/2010	CSD	31563202		12/2010		27.73	
502-7400-603.34-40	06/03/2010	CSD	31563302		12/2010		10.40	
10-5126-451.34-40	06/03/2010	PARKS & REC	34329601		12/2010		22.05	
561-7113-711.34-40	06/03/2010		31454301		12/2010		50.90	
06/04/2010	732939	MONTANA STATE FIREMAN'S ASSOC	20195				2,592.61	
900-0000-209.99-24	06/04/2010	PAYROLL SUMMARY	20100604		11/2010		2,592.61	
06/04/2010	732942	MORRISON MAIERLE INC	2572				4,942.37	
407-7128-711.93-97	05/19/2010	MISC SERVICES	051910	274012	11/2010		3,822.16-	
407-7128-711.93-97	05/19/2010	MISC SERVICES	051910	274012	11/2010		20,818.22-	
407-7128-711.93-97	05/27/2010	MISC SERVICES	274012-FIX	274012	11/2010		3,822.16	
407-7128-711.93-97	05/27/2010	MISC SERVICES	274012-FIX	274012	11/2010		20,818.22	
421-8493-623.93-40	06/01/2010	WO0814 WWTP STRMWTR MOD	2	273122	12/2010		4,942.37	
06/04/2010	732948	MR C'S CHIMNEY AIR DUCT	20019				4,150.00	
150-2171-441.24-50	06/01/2010	AIR DUCT MAINTENANCE	1309	275124	12/2010		4,150.00	
06/04/2010	732955	NORTHWESTERN ENERGY	15771				8,716.48	
150-2221-422.34-10	05/26/2010	FIRE1/ELEC/26,600KWH	0100476-1 10MAY	267531	11/2010		2,067.45	
10-5141-436.34-10	06/03/2010	NW PARK/REC/PL	07125396		12/2010		42.15	
10-5126-451.34-10	06/03/2010	NW PARK/REC/PL	07208416		12/2010		46.29	
10-5112-452.34-10	06/03/2010	NW PARK/REC/PL	07222565		12/2010		183.75	
10-5112-452.34-10	06/03/2010	NW PARK/REC/PL	07222581		12/2010		9.01	
10-5112-452.34-10	06/03/2010	NW PARK/REC/PL	07222599		12/2010		18.44	
10-5112-452.34-10	06/03/2010	NW PARK/REC/PL	07222722	50%	12/2010		8.25	
872-5198-452.34-10	06/03/2010	NW PARK/REC/PL	07222722	50%	12/2010		5.51	
10-5112-452.34-10	06/03/2010	NW PARK/REC/PL	07222730		12/2010		307.31	
10-5112-452.34-10	06/03/2010	NW PARK/REC/PL	07222748		12/2010		10.68	
10-5112-452.34-10	06/03/2010	NW PARK/REC/PL	07222755		12/2010		90.27	
10-5112-452.34-10	06/03/2010	NW PARK/REC/PL	07222771		12/2010		32.81	
10-5112-452.34-10	06/03/2010	NW PARK/REC/PL	07222789		12/2010		27.48	
10-5112-452.34-10	06/03/2010	NW PARK/REC/PL	07222797		12/2010		13.82	
10-5112-452.34-10	06/03/2010	NW PARK/REC/PL	07228083		12/2010		13.82	
10-5112-452.34-10	06/03/2010	NW PARK/REC/PL	07228521		12/2010		9.55	
10-5112-452.34-10	06/03/2010	NW PARK/REC/PL	07229016		12/2010		160.41	
10-5112-452.34-10	06/03/2010	NW PARK/REC/PL	07229768		12/2010		8.39	
10-5112-452.34-10	06/03/2010	NW PARK/REC/PL	07229958		12/2010		56.38	
10-5112-452.34-10	06/03/2010	NW PARK/REC/PL	07230055		12/2010		71.29	
10-5112-452.34-10	06/03/2010	NW PARK/REC/PL	07230394		12/2010		54.16	
10-5112-452.34-10	06/03/2010	NW PARK/REC/PL	07230469		12/2010		7.25	
10-5112-452.34-10	06/03/2010	NW PARK/REC/PL	07230493		12/2010		21.41	
10-5112-452.34-10	06/03/2010	NW PARK/REC/PL	07230535		12/2010		34.59	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
872-5198-452.34-10	06/03/2010	NW PARK/REC/PL	07233851		12/2010	8.72	
872-5198-452.34-10	06/03/2010	NW PARK/REC/PL	07233869		12/2010	8.72	
872-5198-452.34-10	06/03/2010	NW PARK/REC/PL	07233877		12/2010	8.72	
872-5198-452.34-10	06/03/2010	NW PARK/REC/PL	07233885		12/2010	8.72	
10-5112-452.34-10	06/03/2010	NW PARK/REC/PL	07233919	60%	12/2010	4.35	
872-5198-452.34-10	06/03/2010	NW PARK/REC/PL	07233919	40%	12/2010	2.90	
872-5198-452.34-10	06/03/2010	NW PARK/REC/PL	07233927		12/2010	8.72	
872-5198-452.34-10	06/03/2010	NW PARK/REC/PL	07233935		12/2010	7.61	
872-5198-452.34-10	06/03/2010	NW PARK/REC/PL	07238405		12/2010	7.25	
872-5198-452.34-10	06/03/2010	NW PARK/REC/PL	07238793		12/2010	290.92	
872-5198-452.34-10	06/03/2010	NW PARK/REC/PL	07238835		12/2010	7.73	
10-5112-452.34-10	06/03/2010	NW PARK/REC/PL	07238843		12/2010	75.18	
872-5198-452.34-10	06/03/2010	NW PARK/REC/PL	07238850		12/2010	7.83	
10-5112-452.34-10	06/03/2010	NW PARK/REC/PL	09208018		12/2010	29.74	
872-5198-452.34-10	06/03/2010	NW PARK/REC/PL	09718248		12/2010	50.03	
607-2235-486.34-10	06/03/2010	NW FIRE	10069151		12/2010	159.09	
10-5112-452.34-10	06/03/2010	NW Parks	11412848		12/2010	255.84	
10-5112-452.34-10	06/03/2010	NW Parks	11565272		12/2010	7.53	
10-5112-452.34-10	06/03/2010	NW Parks	11607801		12/2010	598.39	
10-5112-452.34-10	06/03/2010	NW	12300661		12/2010	11.94	
872-5198-452.34-10	06/03/2010	NW	13127071		12/2010	49.86	
872-5198-452.34-10	06/03/2010	NW	13961925		12/2010	49.45	
10-5112-452.34-10	06/03/2010	NW	14093942		12/2010	50.38	
872-5198-452.34-10	06/03/2010	PARKS	15642093		12/2010	7.91	
10-5141-436.34-10	06/03/2010	CEMETERY	16352890		12/2010	15.86	
10-5112-452.34-10	06/03/2010	PARKS 1	16926669		12/2010	62.47	
512-8500-625.34-10	06/03/2010	SEWER LIFTSTATION C	17040254		12/2010	9.74	
512-8500-625.34-10	06/03/2010	WWTP	17040304		12/2010	28.11	
211-3136-433.34-10	06/03/2010	STREETS/TRAFFIC	17389891		12/2010	27.12	
211-3133-433.34-10	06/03/2010	STREETS/TRAFFIC	17978289		12/2010	4.85	
521-1591-493.34-10	06/03/2010	P1 ELEC. APRIL/MAY 2010	06/07/2010	275251	12/2010	1,901.25	
521-1594-493.34-10	06/03/2010	P4 ELEC APRIL/MAY 2010	06/07/2010A	275251	12/2010	1,485.10	
521-1595-493.34-10	06/03/2010	LEASE ELEC. APRIL/MAY '10	06/07/2010B	275251	12/2010	46.01	
521-1595-493.34-10	06/03/2010	LEASE ELEC APRIL/MAY '10	06/07/2010C	275251	12/2010	117.97	
06/04/2010	732956	OSTERMILLER CONST	2839			140,239.93	
463-3161-431.93-10	06/01/2010	SID 1389 CLUB HOUSE WAY	2	273324	12/2010	140,239.93	
06/04/2010	732963	PUBLIC UTILITIES	5022			17,485.06	
872-5198-452.34-20	06/03/2010	2100 CANYON DR SP/IR	490833852		12/2010	498.73	
872-5198-452.34-20	06/03/2010	ASPEN GROV PK-393 32 WEST	8934540476600		12/2010	70.23	
872-5198-452.34-20	06/03/2010	2445 WESTFIELD DR.	675778356		12/2010	74.92	
872-5198-452.34-20	06/03/2010	2700 COUNTRY LN SP/IR	676233865		12/2010	186.01	
872-5198-452.34-20	06/03/2010	HARVEST PARK-3600 GRANGER	676393901		12/2010	465.92	
872-5198-452.34-20	06/03/2010	HARVEST PARK-3200 CANYON	676413853		12/2010	1,118.78	
872-5198-452.34-20	06/03/2010	HARVEST PARK-3294 HENESTA	676433910		12/2010	2,666.87	
872-5198-452.34-20	06/03/2010	HARVEST PARK-710 S. 32 W.	676454062		12/2010	437.86	
872-5198-452.34-20	06/03/2010	OLYMPIC PK-3675 MARATHON	676473935		12/2010	1,261.21	
872-5198-452.34-20	06/03/2010	OLYMPIC PK-701 DECATHLON	676497694		12/2010	943.80	
872-5198-452.34-20	06/03/2010	PARKLAND WEST-3920 MONAD	676513943		12/2010	599.94	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
872-5198-452.34-20	06/03/2010	OLYMPIC PK-3914 DECATHLON	676533868		12/2010	45.45	
872-5198-452.34-20	06/03/2010	OLYMPIC PK-531 S 38 WEST	676554066		12/2010	158.09	
872-5198-452.34-20	06/03/2010	OLYMPIC PK-3748 OLYMPIC B	676574011		12/2010	121.21	
872-5198-452.34-20	06/03/2010	OLYMPIC PK-3747 OLYMPIC B	676594010		12/2010	86.26	
872-5198-452.34-20	06/03/2010	OLYMPIC PK-3890 STILLWTER	676614077		12/2010	368.94	
872-5198-452.34-20	06/03/2010	PARKLAND WEST-380 S 36 W.	676754063		12/2010	483.96	
561-7110-711.34-20	06/03/2010	1901 AIRPORT TERM CIR	68407759		12/2010	5,217.25	
872-5198-452.34-20	06/03/2010	1760 COUNTRY MANOR BLVD.	8992912649100		12/2010	690.63	
872-5198-452.34-20	06/03/2010	4002 PARKHILL DR	899739343		12/2010	61.32	
872-5198-452.34-20	06/03/2010	255 ENERGY BLVD.	904059154		12/2010	9.28	
872-5198-452.34-20	06/03/2010	1515 38TH ST WEST	10697714654		12/2010	167.88	
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872-5198-452.34-20	06/03/2010	4430 HI-LINE DR	12051919090		12/2010	98.54	
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512-8500-625.34-20	06/03/2010	2229 BLUE CREEK RD	13670319854		12/2010	9.24	
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06/04/2010	732990	TOWN & COUNTRY SUPPLY ASSOCIAT	18295			40,962.40	
601-0000-141.00-00	06/01/2010	MP	88103		12/2010	8,567.20	
601-0000-141.00-00	06/01/2010	MP	87571		12/2010	16,981.20	
561-7118-711.23-13	06/01/2010	INVOICE #87570	87570	F11019	12/2010	15,414.00	
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10-1611-416.34-50	05/19/2010	VERIZON MAY 2010	LEGAL		11/2010	32.88	
150-2225-422.34-50	05/19/2010	VERIZON MAY 2010	COMM CENTER 911		11/2010	51.82	
650-1565-487.34-50	05/19/2010	VERIZON MAY 2010	FACILITIES BOC		11/2010	54.84	
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10-1512-415.34-50	05/19/2010	VERIZON MAY 2010	FINANCE PAT		11/2010	73.19	
150-2221-422.34-50	05/19/2010	VERIZON MAY 2010	FIRE DEPT		11/2010	625.93	
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620-1913-482.34-50	05/19/2010	VERIZON MAY 2010	ITD GIS		11/2010	12.89	
620-1911-482.34-50	05/19/2010	VERIZON MAY 2010	ITD		11/2010	187.15	
260-5517-455.34-50	05/19/2010	VERIZON MAY 2010	LIBRARYOUTREACH		11/2010	25.78	
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10-1212-412.34-50	05/19/2010	VERIZON MAY 2010	MUNI JUDGE		11/2010	273.52	
240-4301-419.34-50	05/19/2010	VERIZON MAY 2010	PLANNING		11/2010	12.89	
150-2111-421.34-50	05/19/2010	VERIZON MAY 2010	POLICE		11/2010	2,766.89	
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249-2196-421.34-50	05/19/2010	VERIZON MAY 2010	698 1391 DV		11/2010	22.49	
521-1521-493.34-50	05/19/2010	VERIZON MAY 2010	PARKING		11/2010	354.33	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
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10-5121-451.34-50	05/19/2010	VERIZON MAY 2010	PRPL-RECREATION		11/2010	90.11	
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512-8500-625.34-50	05/19/2010	VERIZON MAY 2010	WASTEWATER SYS		11/2010	789.24	
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502-7314-602.34-50	05/19/2010	VERIZON MAY 2010	PWBLKNP STORES		11/2010	114.72	
502-7311-602.34-50	05/19/2010	VERIZON MAY 2010	PWBLKNP OFFICE		11/2010	116.71	
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606-1931-484.34-50	05/19/2010	VERIZON MAY 2010	TELECOMM SYS		11/2010	90.00	
571-7142-713.31-60	05/19/2010	VERIZON MAY 2010	ON-CALL MET		11/2010	90.23	
571-7141-713.34-50	05/19/2010	VERIZON MAY 2010	MET TRANSIT		11/2010	36.01	
10-4321-419.34-50	05/19/2010	VERIZON MAY 2010	CODE ENFORCEMT		11/2010	166.93	
06/04/2010	733004	WATTERSON DAVID	3983			3,072.81	
620-1911-482.22-90	06/03/2010	MISC SERVICES	CABLES SWITCHES	275203	12/2010	42.98	
620-1911-482.29-25	06/03/2010	MISC SERVICES	CABLES SWITCHES	275203	12/2010	3,029.83	

DATE RANGE TOTAL *

338,071.67 *

Date: 06/28/2010

TITLE: Public Hearing and Approval of Resolution Approving and Adopting Fourth Quarter Budget Amendments for Fiscal Year 2009/2010

PRESENTED BY: Patrick M. Weber

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Fourth Quarter Budget amendments are requested for the following:

1. The Baseball Field Construction Fund needs a budget amendment for capital outlay that took place in FY 2009. The City has not received the grant funding from the Federal Government to reimburse the construction expenses. Therefore, the fund has a negative cash balance and will need a cash transfer from the General Fund. When the grant funds arrive, they will reimburse the General Fund.
2. Several years ago a change was made regarding the taxes collected by the Library. There were 9.5 mills levied for the Library; five (5) mills dedicated Library mills and 4.5 mills that are part of the 74 general mills authorized by the Charter. Council decided that Library should only levy their 5 mills, the General Fund should levy the total 74 mills and transfer the cash to the Library that is equal to 4.5 mills. The amount generated from the 4.5 mills is deposited in the General Fund and transferred to the Library Fund. The City collected more taxes than estimated in the budget, so the "excess" funds that are due to the Library will be transferred from the General Fund to the Library Fund.
3. The Park Maintenance Districts Fund has incurred more expenditures such as electricity, water, etc. than budgeted. Reserves will be used for this amendment.
4. There needs to be a transfer to the Arterial Fund from the Sidewalk Construction Fund. A developer contribution to the King Avenue West project was deposited in the Construction Fund and a portion should have gone to the Arterial Fund.
5. King Avenue East was improved under an SID. The City and developers agreed to split the costs. The developer pays its portion through property assessments and the City pays its portion from the S. Billings Blvd TID and the Arterial Fund. These amendments authorize the TID and Arterial Fund payments for the City's portion of the SID costs. The debt payment is due July 1 and the City could not make the payment without these amendments.
6. PRPL will be receiving revenue for the registration of dog races that they are helping with. PRPL has requested a budget amendment in the Park Programs Fund so operating supplies can be purchased with the revenue received from the races.
7. The Police Department is requesting that money previously collected from drug fines and forfeitures be spent to purchase a K-9 dog, pay telephone charges and for reimbursement to other agencies for their share of the forfeiture money.
8. Public Works is requesting a budget amendment for the Downtown Tax Increment Fund. The Quiet Zone project has been completed but requires a small budget increase to balance the account. The total cost is still less than authorized by Council. At it's June 14th meeting, Council approved the design/build contract for the downtown street light replacement project and this budget amendment allocates all of the remaining funding for this project.

9. The Airport Fund needs a budget amendment for reconstruction of the North General Aviation Apron, emergency terminal generator project and equipping the water tender. PFC revenues will be used for all three projects.

10. The Sidewalk Construction Fund needs a budget amendment for the Alkali Creek and Lake Elmo projects because the cost for these two projects was not determined until recently. Bonds will be sold to pay for the projects.

ALTERNATIVES ANALYZED

The Council may: Approve the requested budget amendments; or Not approve the requested budget amendments. City Council is authorized by MCA 7-6-4006 to amend the current fiscal year budget. MCA 7-6-4005 states that expenditures are limited to approved appropriations, not approving the amendments would put the City of Billings in violation of State Law.

FINANCIAL IMPACT

The requested budget amendments will be funded by additional revenues or reserves, as indicated on the Resolution exhibit.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the resolution approving and adopting the budget amendments for Fiscal Year 2009/2010 per the attached Resolution and exhibit.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [Resolution](#)

Link: [Exhibit A](#)

RESOLUTION 10-

A RESOLUTION TO MAKE **FISCAL YEAR 2010** ADJUSTMENTS APPROPRIATIONS PURSUANT TO M.C.A. 7-6-4006 AS AMENDED, AND PROVIDING TRANSFERS AND REVISIONS WITHIN THE GENERAL CLASS OF SALARIES AND WAGES, MAINTENANCE AND SUPPORT AND CAPITAL OUTLAY.

WHEREAS, M.C.A. 7-6-4006 provides that the City Council, upon proper resolution, adopted by said Council at a regular meeting and entered into its Minutes, may transfer or revise appropriations within the general class of salaries and wages, maintenance and support, and capital outlay, and

WHEREAS, based upon a **Quarterly** Budget Review (**FY 2009/2010**), it is necessary to alter and change said appropriations.

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

That the attached transfers or revisions are hereby adopted.

(SEE EXHIBIT A)

PASSED AND APPROVED by the City Council, this 28th day of June, 2010.

THE CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

EXHIBIT A

Revenue Expenditure

Fund 010 - General Fund - Nondepartmental, Fund 494 - Baseball Field Stadium Construction Operating Fund

The Baseball Field Construction Fund needs additional budget authority for final payments to the construction contractor. The Baseball Field Construction Fund also needs a transfer from the General Fund because there is a negative cash balance, as the Federal Grant still has not been received. General Fund reserves will be used for this amendment.

494-5163-452	9370		2,000	Capital Outlay
010-1412-412	8214		82,000	Transfer Out
494-5163-383	7522	82,000		Transfer In

Fund 010 - General Fund - Non-departmental, Fund 260 - Library Fund

This budget amendment will increase the budget authority for the transfers from the General Fund to the Library Fund for the 4.5 mills that the General Fund is collecting for the Library Fund. The original budget was less because the actual revenue received was greater than anticipated.

010-1412-414	8222		35,000	Transfer-Library-Real Property
010-1412-414	8267		5,000	Transfer-Library-Real Personal Property
010-1412-414	8268		3,000	Transfer-Library-Motor Vehicle
260-5511-383	7515	35,000		Transfer-General-Real Property
260-5511-383	7567	5,000		Transfer-General-Real Personal Property
260-5511-383	7568	3,000		Transfer-General-Motor Vehicle

Fund 872 - Park Maintenance Districts Fund

The Park Maintenance Districts Fund has incurred more costs than were budgeted. Park Maintenance reserves will be used for this amendment.

872-5198-452	3410		6,200	Electricity
872-5198-452	3420		40,000	Water Services
872-5198-452	3968		13,000	Charge for Services
872-5198-452	3990		5,500	Other Contract Services
872-5198-452	5410		7,704	Other Contract Services

Fund 457 - Sidewalk Construction Fund, Fund 845 - Arterial Street Fees Fund

Funding was received from a developer for the construction of SID 1379 at King Ave. West. This funding was received into the construction fund, and a portion should have gone to the Arterial Fund. Budget authority is needed to transfer to the Arterial Fund.

457-3161-431	8261		17,833	Transfer Out Expense
845-3186-383	7519	17,833		Transfer In Revenue

Fund 198 - Tax Increment Miller Crossing Fund, Fund 199 - Tax Increment South Fund, Fund 832 - SID Debt Service Fund, and Fund 845 - Arterial Street Fees Fund

Finance department is requesting a budget amendment to establish the transfer from the South TIF for the portion of collections attributable to Miller Crossing properties to be used to pay bond interest. Also, the amount of the bond interest not fully funded by collections is to be subsidized by the Arterial Street Fees Fund. These transfers were established with the Miller Crossing/South TIF agreements.

198-1506-466	8218		36,205	Transfer out-Bond Interest
198-1506-383	7514		36,205	Transfer in-other funds
199-1505-466	8218		36,205	Transfer out-Bond Interest
845-3186-431	8218		98,043	Transfer out-Bond Interest
832-1572-383	7514		134,248	Transfer in-other funds

Fund 769 - Park Programs Fund

The Parks Department will be receiving additional revenue for the registration for the dog races. For this reason additional budget authority is being requested for both recreation revenue and expenditures for the dog races.

769-5182-347	4019	5,000	Dog Races
769-5182-452	2290	5,000	Other Operating Supplies

Funds 717 and 718 - Police Programs Fund

The Police Department is requesting that money collected from drug fines and forfeitures be spent on the purchase of a K-9 dog, telephone costs, and reimbursement to other agencies for their share of the forfeiture money received. Previously forfeited money will fund this amendment.

717-2166-421	3450	5,400	Telephone
717-2166-421	7865	20,000	Reimbursement-Other Agencies
718-2160-421	9491	7,100	Crime Prevention Equipment

Fund 202 - Downtown Tax Increment Operating Fund

Public Works is requesting an increase in the budget for the Quiet Zone project completed. Public Works is requesting an increase for the Downtown Signal Project approved by Council at the June 14th meeting. The \$860,000 is the remaining non-committed cash in the fund.

202-1503-466	7973	34,290	Quiet Zone
202-1503-466	7973	860,000	Downtown Signal Project

Fund 407 -Airport Fund

The Airport desires to establish budget authority to complete the construction/purchase of the following projects as identified in the CIP and ERP schedules:

Reconstruct the North General Aviation Apron and airfield vehicle road \$300,000;
Emergency Terminal Generator Project \$42,000; and
Water tank transfer & fabrication to complete water tender \$50,000.

	<u>PROJECT #</u>		
407-7128-711	9397 FC0070	300,000	Capital Outlay
407-7128-711	9497 FC0061	42,000	Capital Outlay
407-7128-711	9497 FC0065	50,000	Capital Outlay

Fund 434 - Sidewalk Construction Fund

The Sidewalk Construction Fund needs additional budget authority for Alkali Creek and Lake Elmo Sidewalk projects that will be paid for by selling bonds.

434-3165-431	9311	130,000	Capital Outlay
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Date: 06/28/2010

TITLE: Zone Change #864- Public Hearing and 1st reading - 2408 Main Street

PRESENTED BY: Candi Beaudry

Planning & Community

Department: Services

Information

PROBLEM/ISSUE STATEMENT

This is a zone change request from Community Commercial (CC) to Highway Commercial (HC) to allow the expansion of a limited pharmaceutical manufacturing facility on Lot 1, Block 1, North Pointe Square Subdivision, First Filing, located at 2408 Main Street in the Billings Heights. The property has a retail strip center located on it that is attached to the All American Pharmaceuticals building on the property directly to the south. The subject property has access to Main Street and Pemberton Lane across adjacent properties. The applicant is Cody Family, LLC. The agent is Ernie Dutton. A pre-application neighborhood meeting was held on April 15, 2010, at the Bull Mountain Grill at 2376 Main Street. The Zoning Commission conducted a public hearing on June 1, 2010, and is forwarding a recommendation of approval on a 4-0 vote.

ALTERNATIVES ANALYZED

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

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

FINANCIAL IMPACT

The zone change may increase the city's tax base if the property is re-developed under the new Highway Commercial zone.

BACKGROUND

The applicant is requesting to rezone one parcel of land adjacent to the existing All American Pharmaceutical facility in order to allow expansion of the business. Pharmaceutical manufacturing is not an allowed use in the CC zone but is allowed in the HC zone. In 2005, the City Council re-zoned the former K-mart property to allow All American Pharmaceutical to renovate the building and re-use the property. On April 12, 2010, the City Council re-zoned a 1.5 acre property adjacent to All American Pharmaceutical with frontage on Pemberton Lane to HC and a 4.5 acre parcel adjacent to the north of the subject property with frontage on Roundup Road to HC. The land has a retail strip center located on it that is attached to the pharmaceutical building to the south. The retail strip center on the subject property contains a variety of existing uses, including a book store, gym, dental office, and restaurant. The applicants intend to rezone the property so that the pharmaceutical company may be able to expand onto the property in the future. The re-zoning plan was presented at the pre-application neighborhood meeting held on April 15, 2010. The attendance list and meeting notes are included as Attachment C.

Main Street is a principal arterial street that carries approximately 18,000 vehicle trips per day as a 5-lane, two-way street with periodic openings for center turn movements. Two-and-half miles south of this location, Main Street carries nearly 50,000 vehicle trips per day, making Main Street the highest traffic volume road in Billings. There is no on street parking and a curb sidewalk runs along Main Street that gets little pedestrian traffic. The existing strip center that currently contains the Bull Mountain Grill restaurant has access from Main Street and Pemberton Lane across a large parking lot that is partially on adjacent

property.

The lots to the north and east are zoned HC and CC, while the lots to the west of the parcel are zoned CC. Aside from the All American Pharmaceuticals operation, a casino on the southwest corner of Pemberton Lane and Main Street, and the retail strip center on the subject property, other property in the area has not been fully developed for commercial or residential purposes. There is a multi-family development further to the west and south along Pemberton Lane but it is not directly adjacent to the subject property.

The 2008 Growth Policy and the Heights Neighborhood Plan support predictable land uses in existing neighborhoods and encourages compact commercial development where arterial streets exist to handle traffic. Main Street is designed and constructed to handle large volumes of traffic. The subject property has commercial access from Pemberton Lane and commercial access from Main Street. The property is surrounded by commercially zoned property that is still mostly undeveloped, but is zoned and subdivided for development purposes.

The Planning Division reviewed this application and recommended approval to the Zoning Commission based on the twelve (12) criteria for zone changes. The subject property is adjacent to an arterial street and the property is appropriate for most HC uses. There is HC zoning already in place to the north and south of the subject property. The zone change will not alter the character of the adjacent neighborhood because site development requirements will ensure compatible development. The proposed zoning is compatible with the surrounding zoning and neighborhood character. The Zoning Commission conducted a public hearing on June 1, 2010, and is forwarding a recommendation of approval on a 4-0 vote.

STAKEHOLDERS

The Zoning Commission conducted a public hearing on June 1, 2010, and received testimony from the agent, Ernie Dutton. No other persons testified in favor or in opposition to the application. Mr. Dutton explained the need for the zone change to accommodate the expansion plans for the pharmaceutical company. He stated any expansion would include new landscaping, fencing and lighting that will not glare over into adjacent property. He stated there are private covenants and restrictions that run with this land and restrict any other Highway Commercial type uses. There are several property owners and any change to the restrictions would be difficult. Mr. Dutton asked the Zoning Commission to support the zone change.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

Prior to any action on this application, the City Council will consider the recommendation of the Zoning Commission and shall consider the following:

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

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

- Predictable land use decisions that are consistent with neighborhood character and land use patterns. (Land Use Element Goal, page 6)

The proposed zoning would allow an existing commercial property to be used for additional commercial purposes, including pharmaceutical manufacturing, along an arterial street that can accommodate any traffic generated without impact to surrounding residences.

- New developments that are sensitive to and compatible with the character of adjacent City Neighborhoods and County Townsites. (Land Use Element Goal, page 6)

The proposed zoning is consistent with the surrounding character of Main Street and Roundup Road and will allow additional uses of property in a commercial area.

- Contiguous developed focused in and around existing population centers. (Land Use Element, page 6)
- The proposed zoning will provide more flexibility of commercial uses on a good in-fill property in the Billings Heights.

2. Is the new zoning designed to lessen congestion in the streets?

Main Street is a principal arterial that carries approximately 18,000 vehicle trips per day in this area. No significant increase in traffic load is anticipated from this zone change. There is already significant commercial traffic during business hours to this location. Access to and from any development of the property will be controlled by the city and Montana Department of Transportation if new or relocated drive

approaches area required.

3. Will the new zoning secure safety from fire, panic and other dangers?

The subject property is currently serviced by City Fire and Police. The proposed zoning will not affect the ability of these services to access the property.

4. Will the new zoning promote health and general welfare?

The current CC zoning allows a wide range of commercial uses but no manufacturing. The HC zone allows limited manufacturing including pharmaceuticals. The subject property was zoned CC when the County adopted zoning in 1973 and it has not changed since that time. It appears the re-zoning of the parcel will lead to future redevelopment of an existing commercial property that will be beneficial to the health and general welfare of the area.

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

The proposed zoning requires building setbacks and limits building height. Zoning, building and fire codes should provide assurance of adequate light and air for the property and surrounding neighborhood.

6. Will the new zoning prevent overcrowding of land?

The proposed zoning limits maximum lot coverage to 75% of the lot area. The current CC zoning allows up to 50% lot coverage. Lot coverage only includes the area of the lot covered by structures and does not include pavement. Since the property to the north and south is already zoned HC and allows lot coverage up to 75%, the proposed increase in lot coverage should not overcrowd the property or be out of place with adjacent property.

7. Will the new zoning avoid undue concentration of population?

The proposed zoning allows residential uses but must use the same lot area, lot coverage and setbacks as required by RMF-R zoning. Single family, two-family and multi-family would be allowed. The current zoning also allows residential uses at the same density. The proposed zoning would not unduly concentrate population of residential uses were contemplated.

8. Will the new zoning facilitate the adequate provisions of transportation, water, sewerage, schools, parks, fire, police, and other public requirements?

Transportation: The proposed zoning should have no impact on adjacent local or arterial streets.

Water and Sewer: The City provides water and sewer to the property through existing lines and may need to be upgraded if needed when redevelopment occurs.

Schools and Parks: There should be no impact on schools or parks from this rezoning.

Fire and Police: The subject property is currently served by the City of Billings Fire Department and Police Department.

9. Does the new zoning give reasonable consideration to the character of the district?

The proposed zoning will allow a commercial re-use of the property along a principal arterial street. The property adjacent to the north and south of the subject property is already zoned HC and so additional commercial uses are already allowed on these properties. Any redevelopment of the parcel will have to meet zoning and building requirements as well as access restrictions imposed by MDT or the City. The new zoning gives reasonable consideration to the existing character of the district.

10. Does the new zoning give consideration to peculiar suitability of the property for particular uses?

The subject property is suitable for the requested zoning district. Properties north and south of the subject property along Main Street are zoned HC.

11. Was the new zoning adopted with a view to conserving the value of buildings?

Staff cannot determine whether the proposed zoning would appreciably alter the value of structures within the area. As re-development occurs in the area, building values should increase as properties are improved.

12. Will the new zoning encourage the most appropriate use of land throughout such county or municipal area?

The proposed zoning will encourage the most appropriate use of this land on a principal arterial street in Billings Heights.

RECOMMENDATION

The Zoning Commission conducted a public hearing on June 1, 2010, and is forwarding a recommendation of approval and adoption of the 12 criteria for this zone change on a 4-0 vote.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [Attachment A - Zoning Map](#)

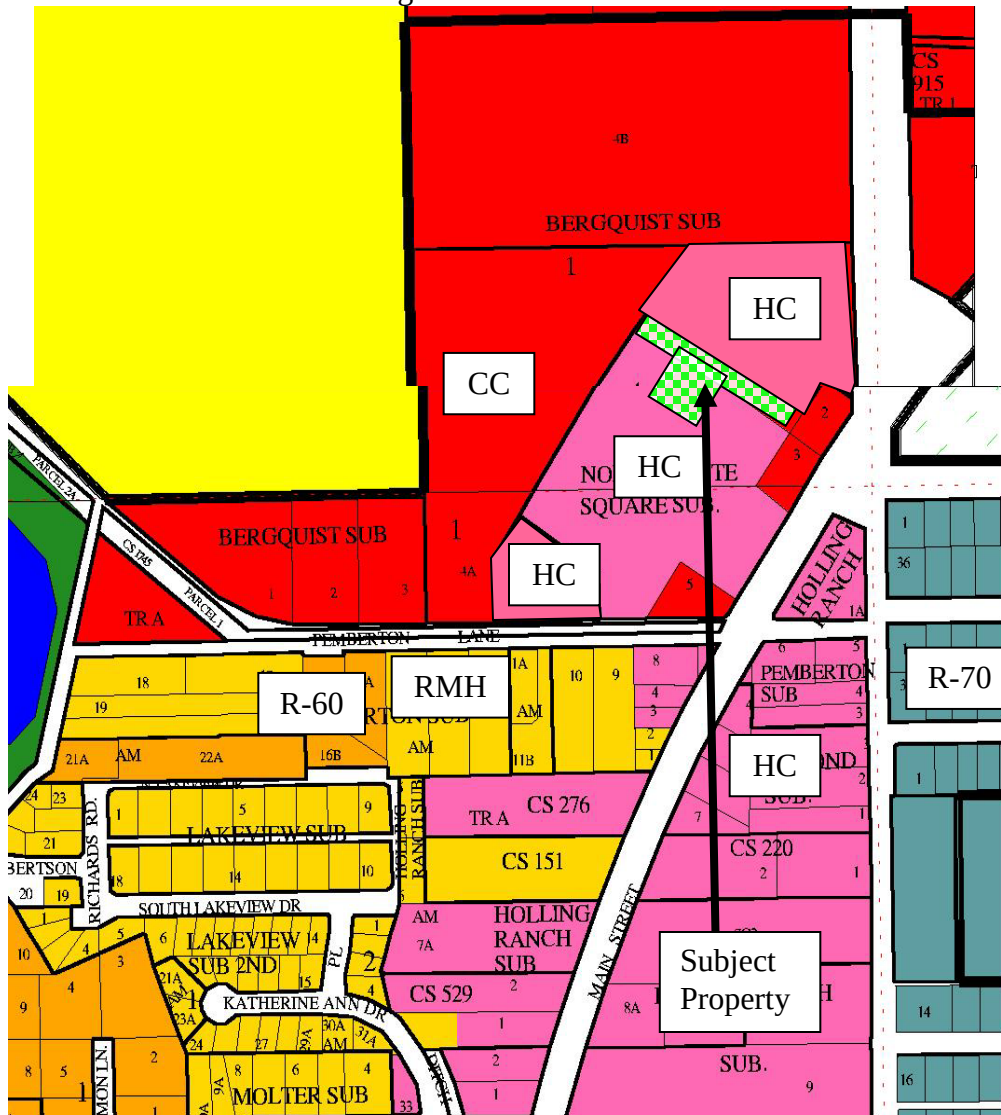
Link: [Attachment B - Site Photos](#)

Link: [Attachment C - Pre-application meeting](#)

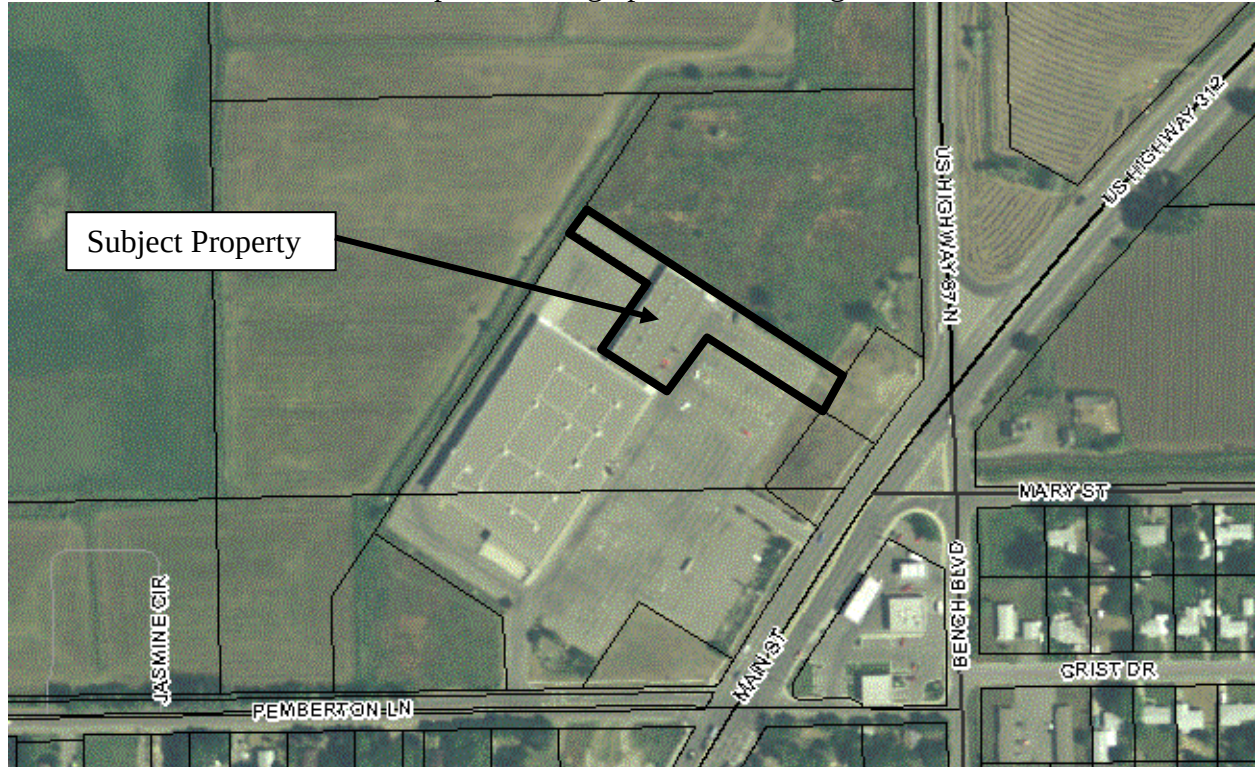
Link: [Attachment D - Ordinance](#)

Attachment A
Surrounding Zoning

Zone Change #864 – 2408 Main Street



Attachment B
Site Map and Photographs, Zone Change #864



View northeast at existing strip retail center



View west of cell tower at north end of subject property



View east at property's shared access to Main Street



View south from northwest corner of subject property

Attachment C

Applicant's letter & pre-application meeting notes – Zone Change #864

April 5, 2010

Planning & Community Services Department
510 North Broadway
Billings, MT 59101

Ladies & Gentlemen:

This letter is being written to petition for a zone change from Community Commercial to Highway Commercial for Lot 1 Block 1 Bergquist Subdivision.

The requested zone change is consistent with several of the goals and objectives of the 2008 Growth policy. The purpose of the zone change is to facilitate the expansion of All American Pharmaceutical (AAP). The City of Billings changed the zoning of the property currently occupied by AAP as recently as a few years ago, which was an acknowledgement that the business would be compatible with the surrounding neighborhood. The business has subsequently painted and cleaned up what was a vacant property, and we are not aware of any complaints from the neighbors, except that at the pre-application meeting a neighbor mentioned that trucks, including the City Garbage truck honk, to get access through the gate. The owner of AAP promised to remedy the situation.

AAP employs almost 100 people, and has ample on site parking, which minimizes any impacts on the neighborhood. AAP's expansion will not require access via additional curb cuts. Because all access will be from internal driveways, the impact on the neighborhood will be minimal.

The property which is the subject of the zone change is near a City bus route, which makes it convenient for employees who wish to use public transportation. It is also interesting to note that approximately 50% of AAP's employees live in the Heights area and the others the opposite direction of the predominant flow of traffic during rush hours.

AAP's expansion will result in increased employment and economic development. AAP is an environmentally friendly business that provides good opportunities for employees and the community. This zone change will allow AAP to hire even more employees.

Please feel free to contact me (ph. 591-1290) or Jeff Golini (Ph. 245-5793) if you have any questions.

Sincerely,



Ernie Dutton, Agent



Ernie Dutton Realty

April 8, 2010

We will be conducting a pre application neighborhood meeting to discuss a proposed zone change.

The property description is as follows (a map is enclosed to help you identify the property);
North Pointe Square Subd 1st, s10, T01, N, R26 E, Block 001, Lot 001, LT 1 BLK 1, North Pointe
Square Sub 1st **2408 Main Street**

The property is owned by: Cody Family LLC
3300 2nd Ave. North, Suite 7
Billings, MT 59101

The zone change request will be to change the current Community Commercial zoning to Highway Commercial. The purpose of the zone change is to allow for the expansion of All American Pharmaceutical.

We will be conducting the meeting in front of the Bull Mountain Grille on April 15, 2010 @ 11:00 a.m.
You are invited to come ask questions.

My name is Ernie Dutton and my family has an interest in Cody Family, LLC. Please feel free to call me at 591-1290.

Sincerely,

Ernie Dutton
Real Estate Broker



3300 2nd Ave. North, Billings, MT 59101 (406) 591-1290

April 15, 2010

The zone change informational meeting was held at 11:00 a.m. April 15, 2010 in front of the Bull Mountain Grille.

Connie Zugg, licensed Real Estate Assistant for Ernie Dutton, conducted the meeting.

Tom Zurbuchen from the Neighborhood Task force was in attendance along with Jeff Golini. Neither expressed any concerns or questions regarding the zone change for the property.

I affirm that the pre-application neighborhood meeting was held on April 15, 2010 and that the materials attached hereto are an accurate representation of the information submitted to neighbors before and at the meeting.

Connie E. Zugg

ORDINANCE NO. 10-_____

AN ORDINANCE AMENDING THE ZONE CLASSIFICATION
FOR Lot 1, Block 1 of North Pointe Square Subdivision
containing 1.16 acres of land.

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

1. RECITALS. *Title 76, Chapter 2, Part 3, MCA, and Sections 27-302 and 27-1502, BMCC*, provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the twelve (12) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the twelve (12) criteria required by state law.

2. DESCRIPTION. A tract of land known as Lot 1, Block 1 of North Pointe Square Subdivision containing 1.16 acres and is presently zoned **Community Commercial (CC)** and is shown on the official zoning maps within this zone.

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

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

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

PASSED by the City Council on first reading June 28, 2010.

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

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

BY: Cari Martin, City Clerk

Zone Change #864 – 2408 Main Street

Date: 06/28/2010

TITLE: Zone Change #865 - Public Hearing and 1st reading - Text Amendment 27-1505(f)

PRESENTED BY: Candi Beaudry

Planning & Community

Department: Services

Information

PROBLEM/ISSUE STATEMENT

This is a zone change that will amend Section 27-1505(f) of the Billings, Montana City Code (BMCC) regulating the procedures of the Board of Adjustment when requests for zoning variances have been denied. The current code allows an applicant to petition for a reconsideration of a denied variance if there has been "a change of circumstance". The code does not describe what a change of circumstance might encompass and it has been a source of confusion to both staff and applicants. In 2009, the City Council amended BMCC Section 2-507 (8) b. 11 so that all Boards and Commissions are required to use a widely recognized parliamentary procedure to reconsider previous decisions. The parliamentary procedure is clear, concise and is limited in its application. The proposed code amendment would strike the "change of circumstances" provision of the zoning code and allow the Boards and Commissioners "reconsideration" provision to control. The Board of Adjustment has requested this amendment to the zoning code to provide applicants and staff with consistent procedure for reconsidering denied applications. The Zoning Commission conducted a public hearing on June 1, 2010, and is forwarding a recommendation of approval on a 4-0 vote.

ALTERNATIVES ANALYZED

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

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

FINANCIAL IMPACT

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

BACKGROUND

The existing regulation at 27-1505(f) has been in place since 1972, when the original zoning code was adopted. In the past 10 years, applicants have attempted to use the "change of circumstance" rule to have denied variances reheard by the Board of Adjustment without waiting the required 12 months from the date of denial. Since the code is silent on what may or may not be a change of circumstance, the Board of Adjustment has attempted to make this determination on a case-by-case basis. In addition, the Board of Adjustment has considered adopting criteria in a by-law document to better define a change of circumstance. The Board of Adjustment believes the amendment in 2009 to the Boards and Commissions section of the city code, will provide the same type of relief currently afforded by the zoning code and will provide a clear but limited procedure for reconsideration of variance applications.

STAKEHOLDERS

The Zoning Commission conducted a public hearing on June 1, 2010, and received testimony from Planning staff and from Jeff Bollman, Chair of the Board of Adjustment. No other persons spoke in favor or in opposition to the text amendment.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

The proposed amendments will correct a confusing and duplicative section of the zoning regulations. The new regulations in Section 2-500 provide a clear and effective procedure for re-consideration of Board of Adjustment actions. The Growth Policy and the City Council Goals recommend clarity in regulations to provide open and clear communication with Billings property owners and residents.

RECOMMENDATION

The Zoning Commission conducted a public hearing on June 1, 2010 and is forwarding a recommendation of approval on a 4-0 vote.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [Ordinance](#)

Link: [Attachment B - Sec. 2-500 Parliamentary Procedure](#)

Attachment A –Ordinance
ORDINANCE NO. 10-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE BILLINGS, MONTANA CITY CODE BE AMENDED BY REVISING SECTION 27-1505(f) – CITY BOARD OF ADJUSTMENT – TO DELETE LANGUAGE UNDER POWERS AND DUTIES AND ADOPT THE REVISION AS AN AMENDMENT TO THE ZONING REGULATIONS AND SET A TIME PERIOD FOR THE REGULATION TO BE EFFECTIVE.

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

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

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

Section 3. AMENDMENT. *That the Billings, Montana City Code be amended by revising Section 27-1505(f) as follows:*

Sec. 27-1505(f). Decisions, appeals and rehearing.

(f) *Decisions, appeals, rehearing.* In exercising the above mentioned powers, the city board of adjustment may, in conformity with the provisions of this chapter, reverse or affirm, wholly or partly, or modify the order, requirement, decision or determination as ought to be made, and to that end shall have all the powers of the office from whom the appeal is taken.

The concurring vote of four (4) members of the board shall be necessary to reverse any order, requirement, decision or determination of any administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass under such resolution/ordinance, or to effect any variation in the application of this chapter.

Any person aggrieved by any decision of the city board of adjustment, or any affected taxpayer, or any officer, department, board, or bureau of the city may appeal the decision by presenting a petition to a court of record. The petition must set forth that the decision is illegal, in whole or in part, specifying the grounds of the illegality. Such petition shall be presented to the court within thirty (30) calendar days after the filing of the decision of the board.

If the city board of adjustment fails to act on a matter that is before it or scheduled to be before it for any reason other than on motion duly continuing the matter, the applicant

may deem the matter be denied and may immediately proceed by appeal as provided in this subsection (f).

If an application for an administrative review or variance is denied by the city board of adjustment, another application shall not be filed within a period one (1) year from the date of denial, ~~except upon the initiation of the city board of adjustment after a showing of a change of circumstances which would warrant a rehearing.~~

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

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

PASSED by the City Council on first reading June 28, 2010.

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

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

BY: _____
Cari Martin, City Clerk

ZC #865 – Text Amendment Section 27-1505(f) – Board of Adjustment

Attachment B – Section 2-500

Parliamentary Procedure City Code for all Boards and Commissions

Sec. 2-507. Meetings, rules and procedure.

All boards, commissions, and committees shall comply with this article and the following rules of procedure. A board, commission or committee shall not establish its own bylaws or any other rules without the prior written approval of the city council, unless otherwise required by law. All bylaws or rules of procedure existing on the effective date of this article are void and shall be replaced with the rules of procedure set by ordinance.

(8) Rules of procedure for meetings. The meetings of the advisory boards, commissions or committees shall in all cases be governed by the following rules, unless otherwise set by interlocal agreement, statute, or ordinance, or unless they are suspended pro tem by a majority vote:

a. Decorum.

1. The presiding officer shall preserve order and decorum and shall decide all questions of order, subject to appeal to the board, commission or committee.
2. Every member, previous to speaking, shall address the presiding officer, but shall not proceed until recognized and named by the presiding officer. The provisions of Robert's Rules of Order Newly Revised concerning assigning the floor are superseded by this rule of procedure.
3. When two (2) or more members address the presiding officer, the first to have precedence shall be decided by the presiding officer. The provisions of Robert's Rules of Order Newly Revised concerning assigning the floor are superseded by this rule of procedure.
4. While a question is being placed on the floor, no member shall speak or walk across the meeting room or leave the same.
5. When any member is addressing the group, no other member shall engage in private conversation or do any other act to divert attention or interrupt the speaker.
6. At meetings all questions relating to the priority of business shall be decided without debate.
7. To preserve meeting decorum and minimize distractions, television cameras are to be confined to designated areas. Interviews in the chamber are permissible after meetings. No interview or live narration will be allowed in the chamber prior to or during the proceedings of a meeting.

b. Meeting protocol.

1. A member shall not speak more than twice on the same subject without leave of a majority of the group, nor more than once until every member desiring to speak on the pending question has had an opportunity to do so.
2. No motion shall be debated or put to a vote unless the same shall be seconded. The motion and second shall then be stated by the presiding officer.
3. All motions shall be stated in clear, concise and definite terms, beginning with the language: "I move that . . . ". "I so move" or any other abbreviated language does not constitute correct form for a motion and is out of order.
4. After a motion has been stated by the presiding officer it shall be deemed in possession of the group, but may be withdrawn at any time before amendment or decision, by the mover with consent of the second.
5. If a question under consideration contains more than one (1) distinct proposition any member may demand a division.
6. When a question is under debate, no motion shall be entertained, except: First, to adjourn; second, to lay on the table; third, for the previous question; fourth, to postpone to a day certain;

fifth, to refer to a committee; sixth, to amend; and seventh, to postpone indefinitely. These motions shall have precedence in the order stated.

7. Amendment of a question may take the form of a motion to substitute. Adoption of a motion to substitute shall be deemed approval of the substitute motion itself and further debate and amendment of the adopted substitute motion are not in order. The provisions of Robert's Rules of Order Newly Revised concerning substitute motions are superseded by this rule of procedure.

8. A motion to adjourn shall always be in order, except when a member is addressing the chair, or a vote is being taken. Motions to adjourn and lay on the table shall not be debatable.

9. No motion on a subject different from that under consideration shall be permitted.

10. After a vote is announced, no member shall change his vote without following the procedure for reconsideration.

11. No motion for reconsideration shall be in order unless made at the same meeting or the meeting following that on which the decision was made, nor shall such motion be made except by a member who voted with the majority. If the motion for reconsideration is approved by a majority vote of the board, commission or committee, then the decision on which the vote is to be reconsidered is placed back on the agenda at a location specified by the presiding officer for further consideration and another vote.

12. In case a voice vote is indeterminate, a roll call vote shall be taken.

13. In case of a tie vote on any proposal, the proposal shall be considered lost/failed.

14. The staff liaison shall rule on all questions of parliamentary procedure and the staff liaison's decision shall be final.

15. Every member present shall vote upon every question submitted, unless excused or unless the member has a financial or personal interest as defined in section 2-702. If a member has a financial or personal interest, the member shall, immediately after the motion has been made and seconded, or as soon thereafter as the member may be recognized by the presiding officer, publicly disclose the nature and extent of such interest and disqualify himself or herself from participation in the deliberation and voting on the question.

Date: 06/28/2010

TITLE: Zone Change #866 - Public Hearing & 1st reading - 2320 Rosebud Drive

PRESENTED BY: Candi Beaudry

Planning & Community

Department: Services

Information

PROBLEM/ISSUE STATEMENT

This is a zone change request from Residential 7,000 (R-70) to Residential Professional (RP) on the east 90 feet of Lot 10, Block 2, Justiss Subdivision located at 2320 Rosebud Drive. The property is owned by John & Paula Lambrecht. The owner conducted a pre-application neighborhood meeting on April 26, 2010, at La Quinta Inn at 3040 King Ave West. The pre-application meeting notes and attendance list are included as Attachment D. The Zoning Commission conducted a public hearing on June 1, 2010, and is forwarding a recommendation of approval on a 3-0-1 vote. Commission member Barbara Hawkins abstained from voting since she owns property within 300 feet of the subject property.

ALTERNATIVES ANALYZED

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

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

FINANCIAL IMPACT

There may be an increase in the city's tax base if the property is re-developed under the new Residential Professional zoning.

BACKGROUND

The applicant is requesting to rezone this property on the southeast corner of the intersection of Rosebud Drive and Henesta Drive from R-70 to RP. Henesta Drive dead-ends at the Veteran's Affairs building directly west of the Lithia Dodge property. Property to the east and south has been developed for residential uses but property west and north of the location is developed for commercial uses. Rosebud Drive is a connector from South 20th St West to South 24th St West and handles about 4,100 vehicle trips per day. The intersection of South 24th St West and Rosebud Drive is a traffic signal controlled intersection that handles about 24,000 vehicle trips per day on South 24th St West. Rosebud Drive provides an alternate access to businesses on the northwest corner of King Avenue and South 24th St West including Wal-Mart, Toys R Us, Office Max, Bed, Bath & Beyond, and Border's.

The applicant conducted a pre-application neighborhood meeting on April 26th, 2010 and several surrounding property owners attended the meeting. Concerns from surrounding owners include further encroachment of commercial zoning into the subdivision, increased traffic and traffic conflicts on Rosebud Drive, and the possibility of multi-family uses in an RP zone. The Planning Division notified the surrounding property owners of this application on May 13, 2010, and one individual contacted the Planning Division. The individual is renting the subject property and wanted to know what might happen to the property if it was rezoned. The current dwelling on the property is a 960 square foot, 2-bedroom, single family dwelling built in 1957. The structure is rated in average condition and is rented. Justiss Subdivision was platted in 1954 and originally contained a standard T-intersection of South 24th St West and King Avenue West. King Avenue West and South 24th Street required improvement to better handle traffic and the city acquired several lots on the south west corner of the subdivision. Lots closer to King Avenue West and South 24th Street were subsequently re-zoned to RP to accommodate commercial development more

suited to frontage on principal arterial streets.

The owners have proposed the zone change so the dwelling can be replaced by professional office space. The owners are concerned with continued investment in the residential property considering its location ½ block from a principal arterial street. The proposed zoning of RP would allow the single family use to continue as a conforming use or allow the sale and re-development of the lot for other uses allowed in the RP zone, including professional offices, medical services, and other service business. Retail uses would not be allowed. Multi-family uses including 2-family dwellings also are not allowed in the RP zoning district. If re-developed, the 11,333 square foot lot would need to meet all site development codes for commercial businesses including access, off-street parking, setbacks, height limitations, landscaping and other site improvements.

The proposed RP is compatible with the zoning west and north of the subject property. Property south and east of the property is developed for residential uses. However, the residences south of the property are zoned RP. The residential development south of Rosebud Drive is limited and significantly affected by the surrounding land uses including the outdoor announcement system of Lithia Dodge, the Veteran's Affairs traffic, traffic on Rosebud Drive of ~4,100 vehicle trips per day and commercial lighting from King Avenue West and South 24th Street West. Current planning practice would not recommend a single-family residential zoning or use of this neighborhood given the adjacent arterial streets, and proximity to intense commercial uses. In 1972, however, this neighborhood was already established and zoning was adopted to accommodate the existing residential uses. The zoning was modified several times to accommodate re-development of property within the neighborhood. There is approximately 2.25 acres of residential zoning on the south side of Rosebud Drive from the north side of Lithia Dodge to the intersection of Henesta Drive. The remaining 10 acres of property is already zoned for commercial development.

The Planning Division reviewed this application and recommended approval to the Zoning Commission based on the twelve (12) criteria for zone changes. The subject property is adjacent to RP zoning and commercial development. The uses allowed within the proposed RP zoning are compatible with the surrounding zoning and neighborhood character. Any re-development of the property requires compliance with site development standards that will ensure protection to adjacent properties. Multi-family uses, including 2-family dwellings, are not an allowed use in the RP zoning district. The 2008 Growth Policy encourages predictable land use decisions that are consistent with neighborhood character and land use patterns. The existing use and proposed zoning are consistent with this neighborhood and land use pattern. The Zoning Commission conducted a public hearing on June 1, 2010, and is forwarding a recommendation of approval on a 3-0-1 vote. Commission member Barbara Hawkins abstained from voting since she owns property within 300 feet of the subject property.

STAKEHOLDERS

The Zoning Commission conducted a public hearing on June 1, 2010, and received testimony from the owners, John and Paula Lambrecht. Commission member Barbara Hawkins recused herself from the public hearing since she owns property within 300 feet of the subject parcel. Mr. Lambrecht explained the need for the zone change to accommodate future re-development of the property in this high traffic area. Mr. Lambrecht stated rents will remain low in this area due to high traffic, noise, and glare from parking lot lighting. He intends to continue renting the home but explore re-development opportunities either himself or with a future buyer. He stated any re-development would include new landscaping, fencing and lighting that will not glare over into adjacent property. Mr. Lambrecht asked the Zoning Commission to support the zone change. Barbara Hawkins testified in favor of the zone change. She stated she owns three properties within this subdivision and prior to the development of the drycleaners, office building and Veteran's Affairs building it was a quiet and mostly single family neighborhood. In the past 15 years, the increased commercial and professional office development have reduced property value for residential uses in this subdivision.

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

Prior to any action on this application the City Council will consider the recommendation of the Zoning Commission and shall consider the following:

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

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

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

(Land Use Element Goal, page 6)

The proposed zoning would permit the existing residential use to continue and would allow re-development of the site for offices or service businesses. The site has commercial zoning to the north, west and south. Residential uses to the east and south should be compatible with the types of uses allowed in the RP zone.

- Contiguous development focused in and around existing population centers. (Land Use Element Goal, page 6)

The proposed zoning would allow the re-development of the property in an area with existing services – promoting an in-fill of an underutilized property.

2. Is the new zoning designed to lessen congestion in the streets?

There should be no effect on traffic congestion. The existing dwelling likely generates 10 or more vehicle trips per day. An office or service business use of the property would increase traffic on Rosebud and if the parking entrance is off Henesta, a small increase of traffic on Henesta Drive could be expected. This increase would be minimal as a percentage of the existing traffic on either street.

3. Will the new zoning secure safety from fire, panic and other dangers?

The subject property is currently serviced by City Fire and Police. Any re-development would change the type of service needed at the property. There should be no effect on public safety given the proximity to the fire station and existing services provided to the adjacent commercial businesses.

4. Will the new zoning promote health and general welfare?

The proposed zoning would permit the existing single family dwelling to continue and would allow re-development of the property for office or service businesses. The surrounding property values should not be affected by either the continued use or any re-development.

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

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

6. Will the new zoning prevent overcrowding of land?

The proposed zoning, like all zoning districts, contain limitations on the maximum percentage of the lot area that can be covered with structures. The R-70 and RP zone allow 30% lot coverage. The RP zone requires a minimum 10 foot side setback and the setback would need to increase to 15 feet adjacent to the residential use to the east.

7. Will the new zoning avoid undue concentration of population?

The new zoning does avoid undue concentration of population. The R-70 zoning allows single family homes on a minimum lot size of 7,000 square feet and two-family dwellings on lots of at least 9,600 square feet. The proposed zoning only allows single family dwellings on lots of at least 6,000 square feet. No two-family or multi-family dwellings are allowed in the RP zone.

8. Will the new zoning facilitate the adequate provisions of transportation, water, sewerage, schools, parks, fire, police, and other public requirements?

Transportation: The proposed zoning will not impact the surrounding streets.

Water and Sewer: The City will provide water and sewer to the property through existing lines.

Schools and Parks: There should be no impact to schools from the proposed zone change.

Fire and Police: The subject property is currently served by the City of Billings fire and police departments.

9. Does the new zoning give reasonable consideration to the character of the district?

The proposed zoning will allow re-development of the property for commercial uses. There are existing commercial uses on the north and west of the location. Residences to the south are zoned RP but have remained in residential use since the lots were re-zoned in 1984. A small percentage (18%) of the lots south of Rosebud Drive, are still zoned for primarily residential uses.

10. Does the new zoning give consideration to peculiar suitability of the property for particular uses?

The subject property is suitable for the requested zoning district. The location is on a corner lot within ½ block of a high traffic signalized intersection. The new zoning allows the existing residential use to continue and would allow potential re-development for offices and service businesses.

11. Was the new zoning adopted with a view to conserving the value of buildings?

Surrounding residential property to the north, south and east have much higher taxable value for buildings than this property. The existing dwelling although rated in average condition will likely need significant investment to maintain the quality of the residence. The RP allows the owner to retain the residential use and allows the owner and option of re-developing the property for a business.

12. Will the new zoning encourage the most appropriate use of land throughout such county or municipal area?

The proposed zoning will permit the current development to continue and could allow future re-development for businesses that are more compatible to the other business uses to the north and west.

RECOMMENDATION

The Zoning Commission is forwarding a recommendation of approval and adoption of the 12 criteria for this zone change on a 3-0-1 vote.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [Attachment A - Zoning Map](#)

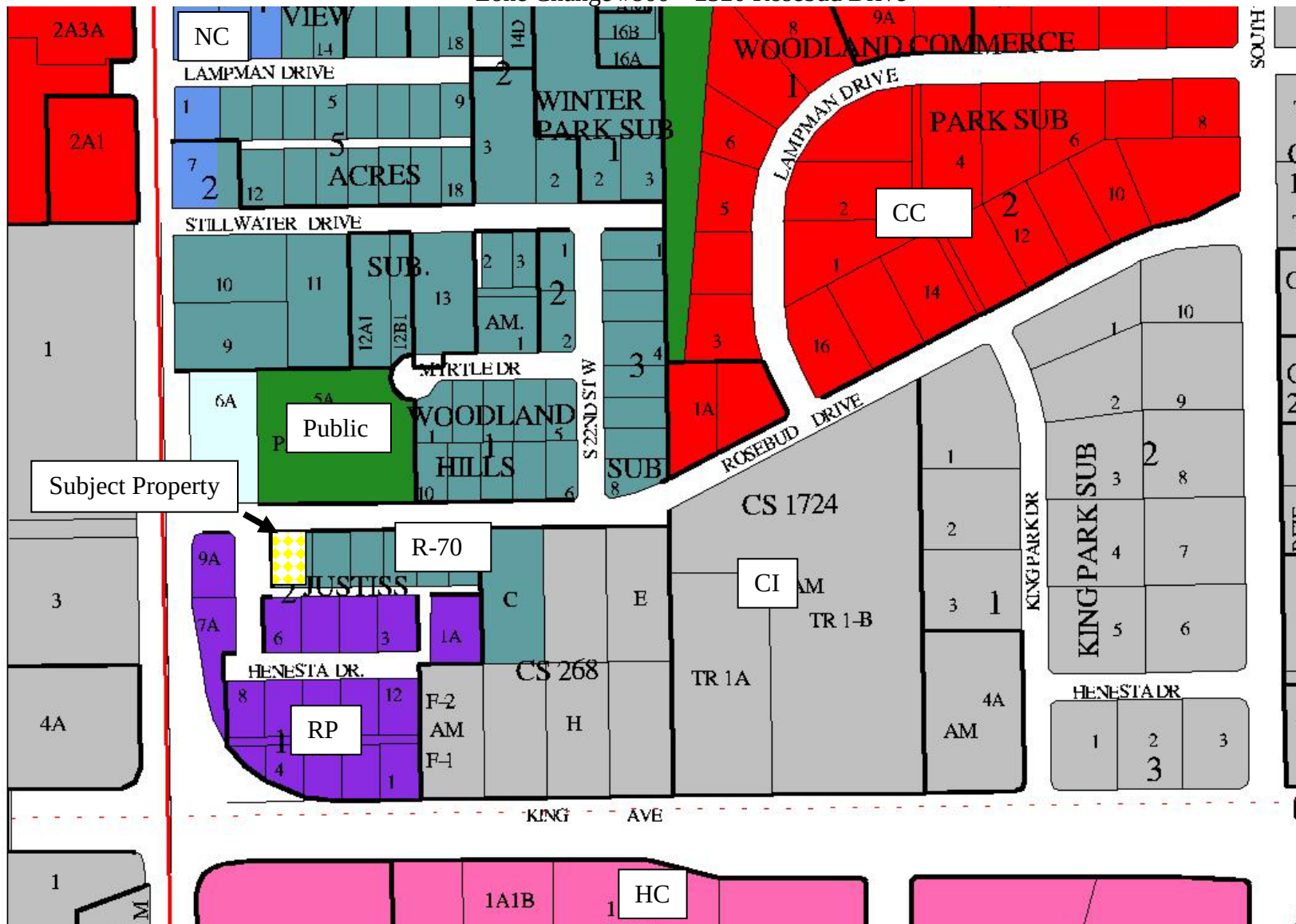
Link: [Attachment B - Site Photos](#)

Link: [Attachment C - Applicant's Letter](#)

Link: [Attachment D - Pre-application meeting](#)

Link: [Attachment E - Ordinance](#)

Attachment A: Surrounding Zoning



Attachment B

Site Photographs, Zone Change #866– 2320 Rosebud Drive



Subject Property view from Rosebud Drive



Aerial Map

Attachment C, continued
Site Photographs, Zone Change #866 – 2320 Rosebud Drive



View south and west from north side of Rosebud Drive



View east and south from north side of Rosebud Drive

Attachment C Applicant's Letter

May 3, 2010

City of Billings
Planning and Community Services Department
510 North Broadway
Billings, MT 59101

RE: Zone Change request for 2320 Rosebud Drive

To Whom It May Concern:

We are applying for a Zone Change from R-9600 to Residential -Professional to allow the property to be used for an office building. The existing house sits on the back of the property and the renters do not take care of the lawn and the garbage from the businesses to the West of the property catches in the trees. We are proposing selling the property to a developer to build an office building on the East side of the property with a parking lot on the West of the building and access off of Henesta. A nicely landscaped area along Rosebud would add a much needed clean up to this location and provide a more pleasing sight than the current house. The area is declining in value for residential use due to all of the surrounding commercial businesses. The highest and best use of this property is not residential but more on the idea of layered zoning making it more compatible with the area.

Directly to the West of our property is the One Hour Valet Cleaners with a drive coming off of Henesta on to their parking lot with a drive up window. Just to the South of the cleaners is an office building which houses an insurance office and a chiropractor's business. The properties to the South of the office building are zoned Residential-Professional although they are still used as duplexes and the property to the south of those houses is zoned Residential-Professional and has the large office building which used to be the site of Disabled Veterans. Directly to the North is Pier 1 Imports. The access for their parking lot is in line with Henesta on the opposite side of Rosebud. Straight across Rosebud is the City Park which buffers the condo association located to the East of the park. Next door to our property is a 4-plex which is used for four residences.

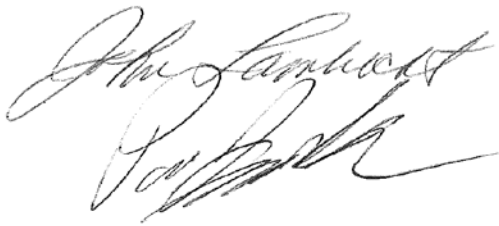
The Growth Policy identifies a policy of creating identifiable, pedestrian oriented commercial developments with focal points, opportunities for mixed-use area that aesthetically combine residential and commercial buildings, residential subdivisions, and park areas that link neighborhoods through a linear open space network. We believe that allowing the exterior boundaries of this property to be rezoned as Residential-Professional and especially with a PUD overlay allowing the One Hour Valet set the precedence for the remainder of this subdivision. We would like to offer this property for a small office

building and are willing to put restrictions on the sale to achieve the desirable site which could add value to a declining neighborhood.

We sent out the notices for the meeting on April 15, 2010 and had a neighborhood meeting on April 26, 2010 at the La Quinta Inn. The sign in sheet and minutes are attached.

Thank you,

Paula and John Lambrecht

The image shows two handwritten signatures in cursive. The top signature is 'John Lambrecht' and the bottom signature is 'Paula Lambrecht'. Both are written in dark ink.

Attachment D

Pre-application neighborhood meeting notes

Zone Change Neighborhood Meeting for 2320 Rosebud Drive

April 26, 2010

6:30 p.m.

La Quinta Inn

3040 King Ave. West

Paula and John Lambrecht held a meeting of the surrounding property owners to discuss a proposed zone change for their property located at 2320 Rosebud Drive, Billings. There were 15 people in attendance.

Paula opened the meeting explaining that they would like to re-zone the property they own at the corner of Rosebud and Henesta Drives. The property to the North is a park and Pier 1 Imports. Across the street to the West is One Hour Valet and an office building with a chiropractor and insurance offices. Paula explained that re-zoning the property to residential-professional would allow an office building to be built on their 11,333 square foot lot. Answering questions from the neighbors, Paula explained that with the declining neighborhood in Justiss Subdivision it doesn't make good financial sense to put a new home on this lot. Some neighbors expressed concern about the unsightly house with the cars parked in front and how it was an eye-sore to those passing by. Paula agreed and said they have to keep the rent lower because the house isn't big enough to allow higher rent and the yard is too big and the renters won't water it so it looks bad.

Dave Hawkins told some of the history of Justiss subdivision explaining how the city owned the property where the One Hour Valet now sits, as well as the rest of the exterior part of Justiss Subdivision. The city sold the property to Jess Essman and Paul Schultze years ago and they obtained the zone change to Residential-Professional allowing them to build the cleaners and office building along 24th Street West and the King Park building on King Ave and 24th Street West. This brought more traffic on to Henesta because the patrons going to the King Park building have access to the parking lot off of King Avenue but the city made them egress out the North side onto Henesta. That is their only way of getting out of the parking lot. This makes it hard to rent those houses on Henesta to anyone with small children because of the traffic. He also indicated that the two properties he owns on the south side of Henesta were also re-zoned to Residential-Professional at the same time as Essman and Schultze got their zoning changed. It really makes more sense for the entire subdivision to be re-zoned into office buildings. Most of the houses in Justiss Subdivision are being used as rentals and the rents are

not high enough to cause an owner to want to invest much money into upgrading them. So they continue to deteriorate and as they do that the value of all of the surrounding properties goes down, including the value of the condos which is where most of you live.

One of the residents voiced concern that the commercial keeps creeping and one turns into 3 and then into 10. The traffic is increasing and this will cause more traffic.

Mr. Hawkins explained how having office buildings there could actually cut down on the traffic rather than have all of the rentals, some duplexes and four-plexes and all of the trips generated by their residents.

One resident said she would be opposed to an office building because it would generate more foot traffic through their association. Also a concern was that it would be opening the area up to medical marijuana.

John Lambrecht offered the idea of putting the office building on the east side of the property and the parking lot on the west side with the entrance off of Henesta across from the entrance to the One Hour Valet. This will limit the impact of traffic on Rosebud since people coming off of 24th Street will turn immediately on to Henesta. It's limited as to what we can do with this property. I can keep it as a rental, but I won't put a lot of money in to it and you wouldn't see any changes on the exterior. Or, we can get it re-zoned and someone could put an office building there and make it nice with landscaping and clean up the corner.

Mr. Hawkins then added that an office building is a good neighbor because they usually are only open Monday through Friday and close between 5:00 and 6:00 p.m. He also noted that the property to the east of the condos is zoned commercial and there will be a new building going up either this year or in the near future to house the COR Enterprise organization. To the south of that is the auto repair and across the street is Lithium Dodge. To the west across the park is Pier 1 and just south is the cleaners and office buildings. The area most likely will eventually all become commercial of some sort.

Barbara Hawkins introduced herself as the owner of the property just behind the subject property and also on the zoning board. She indicated that she probably would have to excuse herself from voting on this but did have the zoning chart to show what could go in to RP vs the R9600 zoning which is currently on the property. She passed the chart around for those interested.

In closing the following concerns from those opposed to the zone change were:

- 1.) Traffic
- 2.) Sprawl – We'd like to stop it but it's probably going to happen.
- 3.) No more commercial in the area
- 4.) Did not want a 4-plex there like the one next door

Paula said the zoning commission will hold the public hearing on this matter on June 1st and they could come to the meeting and voice their concerns. Then if it moved forward they could come to the city council meeting. She thanked everyone for coming and the meeting was adjourned.

Attached: attendance sign in sheet

4/26/10

Paula Lambrecht

Barb Hawkins 2617 Westfield Dr.

John Lambrecht 2320 Rosebud

DAVE HAWKINS 2617 WESTFIELD DR.

JIM CORBETT 416-30TH ST. W.
OWNER 2264 MYRTLE DR.

Jackie Luko 2243 Rosebud Dr.

- Helen H. Luko 2243 Rosebud Dr.

Rene Metcalf 2222 Myrtle Dr.

Susan Potter 2223 Rosebud Dr.

Cathie Bell 623 S 22nd St W

- Bank

Alice Golden 671 S. 22ND ST W.

Anne Burrell 679 S. 22nd St. W.

President
Seal Group

Donna Huston 681 S 22nd St W

Judy A Allen 615 S. 22nd St W.

John Cleveland 2204 Stillwater Dr.

Ida Watkins 613 So 22 ST. W.

Don't forget

ORDINANCE NO. 10-_____

AN ORDINANCE AMENDING THE ZONE CLASSIFICATION
FOR the EAST 90 feet of Lot 10, Block 2 Justiss Subdivision
containing 11,333 square feet of land.

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

1. RECITALS. *Title 76, Chapter 2, Part 3, MCA, and Sections 27-302 and 27-1502, BMCC*, provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the twelve (12) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the twelve (12) criteria required by state law.

2. DESCRIPTION. A tract of land known as the EAST 90 feet of Lot 10, Block 2 Justiss Subdivision containing 11,333 square feet of land and is presently zoned **Residential 7,000 (R-70)** and is shown on the official zoning maps within this zone.

3. ZONE AMENDMENT. The official zoning map is hereby amended and the zoning for **the above described parcel** is hereby changed from **Residential 7,000 (R-70)** to **Residential Professional (RP)** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Residential Professional (RP)** as set out in the Billings, Montana City Code.

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

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

PASSED by the City Council on first reading June 28, 2010.

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

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

BY: Cari Martin, City Clerk

Zone Change #866 – 2320 Rosebud Drive