

CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

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

AGENDA

COUNCIL CHAMBERS

September 13, 2010

6:30 P.M.

CALL TO ORDER – Mayor Hanel

PLEDGE OF ALLEGIANCE – Mayor Hanel

INVOCATION – Councilmember McCall

ROLL CALL

MINUTES: August 23, 2010

COURTESIES

PROCLAMATIONS - Billings Symphony Orchestra & Chorale Day in Billings, September 18, 2010.

ADMINISTRATOR REPORTS - TINA VOLEK

PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: #1, 2, 3, 10, AND 11 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

A. Bid Awards:

- 1. Airport Car Rental Quick Turn Around Facility.** (Opened 8/24/10).
Recommend Jackson Construction Group, \$4,572,900.30.

2. **2011 4-Wheel Mechanical Broom High Dump Sweeper.** (Opened 8/31/10). Recommend Titan Machinery, \$173,738.68, plus the 5-year warranty of \$2,769.00, and trade-in of Sweeper #1254 in the amount of \$17,500.00.
 3. **MET Transit Parts Washer.** (Opened 8/24/10). Recommend rejecting all bids and re-issuing a new Invitation for Bids.
- B. Approval** of new Automobile Rental Concession and Lease agreements with: Overland West, Inc. dba Hertz; Corpat, Inc. dba Alamo & National; Enterprise Rent-A-Car; Avis/Budget; Lewis Transportation Group dba Thrifty; and Dollar Rent-A-Car; April 1, 2011-March 31, 2016; guaranteed revenue of \$5,569,851 over the five-year period.
- C. Approval** of the purchase of eleven (11) Replacement Police Vehicles from Bison Motor Company for \$24,209.67 each, for a total cost of \$266,306.37, budgeted in the 2011 Equipment Replacement Plan.
- D. Approval** of a title transfer of Police vehicle #1422 to Yellowstone County for use at the firing range.
- E. Confirmation of Police Officers:** Maxwell Battle, Samantha Puckett and Daren Haider.
- F. Sidewalk easement** for W.O. 09-02, Miscellaneous/Developer Related project, for property at 2102 17th Street West.
- G. Encroachment Permit** crossing Billings Bench Water Association (BBWA) canal for W.O. 10-01, Water and Sanitary Sewer Replacement Projects.
- H. Warranty Deed** for purchase of Lot 1, Block 3, Howard Heights Subdivision for W.O. 05-15, Howard Heights Storm Drain, \$24,150.93.
- I. Street Closures:**
1. **Pilgrim Congregational Church 100 Year Anniversary** , September 18, 2010; 8 a.m. to 9 p.m.; South 36th Street between 4th and 5th Avenues South, 4th Avenue South between South 36th Street and the alley to the east.
 2. **Skyview High School Homecoming Parade**, October 1, 2010; 12:45 p.m. to 2 p.m.; beginning at Skyview High School parking lot and proceeding down Wicks Lane to St. Bernard's Church.
 3. **Skyview High School Spirit Fun Run/Walk** , Sunday, September 26, 2010; 12:00 noon to 4:00 p.m.; starting at Skyview High School on High Sierra Boulevard, to West Wicks Lane, to Fantan, back to West Wicks Lane, ending at Skyview High School.
- J. Resolution** fixing the form and detail of Pooled Sidewalk 2010A bond sale.
- K. Resolution** fixing the form and details of bond sale for SID 1388.

- L. **Resolution** amending Resolution #10-18921 to increase the City Administrator's signature authority up to \$80,000 for rehabilitation agreements for the Neighborhood Stabilization Program.
- M. **Second/final reading ordinance** amending the boundaries of Ward V to exclude the portion of recently de-annexed property in Annexation #10-01; a Broadwater Avenue road tract located between 56th Street West and 58th Street West.
- N. **Approval** of one-year extension of preliminary plat approval date for River Rock Estates Subdivision; setting a new expiration date of September 24, 2011.
- O. **Final plat** of Dorothy Subdivision, Amended Lot 6 and East 25 Feet of Lot 5.
- P. **Bills and Payroll:**
 - 1. August 9, 2010
 - 2. August 13, 2010
 - 3. August 20, 2010

REGULAR AGENDA:

- 2. **2011 UNIFIED PLANNING WORK PROGRAM (UPWP)** for the Billings Metropolitan Planning Organization. Staff recommends approval of the Draft 2011 UPWP and authorizing the Council designee to take the recommendation to the Policy Coordinating Committee (PCC) meeting on September 15, 2010. Staff recommends approval. (**Action:** approval or disapproval of staff recommendation.)
- 3. **RESOLUTION ALLOCATING \$2,000 OF COUNCIL CONTINGENCY FUNDS TO THE TRAIL MAINTENANCE PLAN.** Staff recommends approval. (**Action:** approval or disapproval of staff recommendation.)
- 4. **PUBLIC HEARING AND RESOLUTION TO CONSIDER DONATION OR SALE OF PARKLAND,** a 6.775 acre parcel of parkland at Sahara Park, to the Better Billings Foundation to construct and operate a pool. Staff recommends donation of the Aquatic Project Land. (**Action:** approval or disapproval of staff recommendation.)
- 5. **PUBLIC HEARING AND RESOLUTION** respreading assessments on SID 1372, Water, Sanitary Sewer, Storm Drain and Street Improvements for Summerhill Subdivision. Staff recommends approval. (**Action:** approval or disapproval of staff recommendation.)
- 6. **PUBLIC HEARING AND RESOLUTION** respreading assessments on SID 1379, King Avenue West improvements. Staff recommends approval. (**Action:** approval or disapproval of staff recommendation.)

7. **PUBLIC HEARING AND RESOLUTION** respreading assessments on SID 1385, Miller Crossing. Staff recommends approval. (**Action:** approval or disapproval of staff recommendation.)
8. **PUBLIC HEARING AND RESOLUTION** respreading assessments on SID 1386, Street and Storm Improvements to East and West MacDonald Drive. Staff recommends approval. (**Action:** approval or disapproval of staff recommendation.)
9. **PUBLIC HEARING AND APPROVAL OF RESOLUTIONS** making original spread assessments on various SIDS and Sidewalk Programs. Staff recommends approval. (**Action:** approval or disapproval of staff recommendation.)
 - a. **SID 1388:** Storm Drain and Street Improvements along Dorothy Lane.
 - b. **SID 1389:** Water, Sanitary Sewer, Storm Drain, and Street Improvements along Clubhouse Way.
 - c. **Sidewalk, Curb & Gutter #2801,** Lake Elmo Road
 - d. **Sidewalk, Curb & Gutter #2802,** Highland School
 - e. **Sidewalk, Curb & Gutter #2803,** Alkali Creek Road
 - f. **Sidewalk, Curb & Gutter #2804,** Poly Drive
 - g. **Sidewalk, Curb & Gutter #2805,** Various Miscellaneous and Developer-Related Curb, Gutter, and Sidewalk Programs.
10. **DOWNTOWN BILLINGS PARTNERSHIP PROJECTS REQUEST;** a request for approval of two FY2011 projects in the Expanded N. 27th Street Urban Renewal District consisting of: 1) up to \$15,000 for a privately-owned and operated downtown conference center study with the cost being equally shared with the TBID, and 2) up to \$15,000 for purchase of a large tent and equipment for downtown events. Staff recommends approval. (**Action:** approval or disapproval of staff recommendation.)
11. **ONE YEAR CONTRACT WITH TEAMSTERS UNION LOCAL 190.** Staff recommends approval. (**Action:** approval or disapproval of staff recommendation.)
12. **PUBLIC HEARING AND RESOLUTION APPROVING AND ADOPTING FY2010-2011 BUDGET AMENDMENTS.** Staff recommends approval. (**Action:** approval or disapproval of staff recommendation.)

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

COUNCIL INITIATIVES

ADJOURN

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

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

Regular City Council Meeting

Date: 09/13/2010

TITLE: Bid Award for the Airport's Car Rental Quick Turn Around Facility for Billings Logan International Airport

PRESENTED BY: Tom Binford

Department: Airport

Information

PROBLEM/ISSUE STATEMENT

The Airport's Car Rental Quick Turn Around (QTA) Facility Project, included in the City's Capital Improvement Program, will provide a new QTA Facility located on the west end of the Airport for the benefit of the Airport's car rental concessionaires. The site development for this project includes the dirt work to level the site, the construction of a new access road, installation of a new storm water drainage system, electrical and natural gas utilities, and will include the paving of the site with dense graded asphalt paving. The project also includes new fueling stations, prewash, detailing and car wash facilities, as well as over 450 parking stalls for vehicle storage and staging. The new wash bay equipment is fully automated with the ability to wash a vehicle in under a minute. This wash system also uses recycled water in the prewash cycle. This project was advertised in the *Billings Times* and was posted on the City's Web Site. On August 24, 2010, the following bids on this project were received.

CONTRACTOR	BASE BID PLUS ALTERNATES
Jackson Construction Group	\$4,572,900.30
Langlas Construction	\$4,590,436.48
Martel Construction	\$4,704,204.00
Dick Anderson Construction	\$4,739,595.76
High Tech Construction	\$4,888,861.74
Fisher Construction	\$4,919,053.39
Hardy Construction	\$5,199,961.95
Estimate	\$5,500,000.00

Due to the good bid pricing received on the base bid, all of the additive alternates to this project will be included in the final construction contract amount. The alternate items are site fencing, security system, additional concrete paving, and the installation of pivot gates to access the site.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the award of the Airport's Car Rental QTA Facility; or
- Decline to approve the Award of the Airport's Car Rental QTA Facility, reject all bids, and not complete the project at this time.

FINANCIAL IMPACT

The total bid cost for this portion of the project is \$4,572,900.30, and the source of funds for this CIP approved project will come from revenue bond proceeds once the bonds are issued. The debt service on the bond issue will be paid with a \$3.00 per day Customer Facility Charge collected from the Car Rentals' customers for each contract day the customer rents the automobile. The approved FY 2010 budget for this project was \$8,300,000. Since the design and bidding slipped into the FY 2011 budget year, staff will submit a budget amendment to reestablish the project in this year's budget during the first quarter budget amendments. With this bid, staff estimates that the total cost of the QTA project will be approximately \$5,900,000 and the bonding process can now be finalized using that amount.

RECOMMENDATION

Staff recommends that City Council approve the award of the Airport's Car Rental QTA Facility, to the low bidder, Jackson Construction Group, for the amount of \$4,572,900.30, subject to completing the revenue bond sale.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Date: 09/13/2010

TITLE: Bid Award for a 2011 4 Wheel Mechanical Broom High Dump Sweeper

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Bids were received by the Street/Traffic Division for the Public Works Department on August 31, 2010 to purchase a 2011 4-Wheel Mechanical Broom High Dump Sweeper. Purchasing this replacement sweeper was approved by the City Council in the FY11 budget. The existing sweeper will be traded in to the company providing the new sweeper. The new sweeper will also have a 5-year warranty that is included in the bid price.

ALTERNATIVES ANALYZED

The City Council may:

Approve the award of the 2011 Sweeper to Titan Machinery in the amount of \$176,507.68: or

Reject all bids and do not purchase the Sweeper

FINANCIAL IMPACT

The City received 2 bids for this sweeper as shown below:

Vendor	Bid	Trade in	Net Bid	Warranty
Titan Machinery	\$191,288.68	\$17,550.00	\$173,738.68	\$2,769.00
Kois Brothers	\$199,988.00	\$12,500.00	\$187,488.00	\$2,600.00

RECOMMENDATION

Staff recommends awarding the bid for the purchase of a 2011 4-Wheel Mechanical Broom High Dump Sweeper in the amount of \$173,738.68 plus the 5 year warranty of \$2,769.00 to Titan Machinery. Staff also recommends trading the existing Sweeper (Unit #1254) in the amount of \$17,500.00.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Date: 09/13/2010

TITLE: MET Transit Division New Parts Washer Purchase

PRESENTED BY: Thomas H. Binford

Department: Transit

Information

PROBLEM/ISSUE STATEMENT

MET Transit's current MART Parts Washer is 20+ years old, is used regularly, and has exceeded its useful life. The replacement of this equipment was approved in the Fiscal Year 2011 budget, with the cost of the replacement to be funded 80% with Federal grant funds and 20% with local match funds. The current MART Parts Washer has been rebuilt once and replacement parts are now unavailable. This type of parts cleaning cannot be outsourced.

Staff advertised for sealed bids on August 12 and August 19, 2010. Bid specifications were delivered to five vendors: Superior Water Solutions, Safety-Kleen Systems, Napa Auto Parts, Stingray, and Hotsy WY-Mont. Bids were opened on August 24, 2010.

Two bids were received from one vendor, Superior Water Solutions. Upon review of the bid information, the bids from Superior Water Solutions were found to be non-responsive, as they failed to complete and include all necessary information in the City's bid documents. No other bids were received.

ALTERNATIVES ANALYZED

The City Council may:

- Reject all bids and allow MET Transit to reissue a new Invitation for Bids that will include a checklist of items that the vendors can use to ensure their bids are responsive; or
- Reject all bids and not allow MET Transit to reissue a new Invitation for Bids.

FINANCIAL IMPACT

MET has budgeted \$77,000 for the replacement of this equipment; however, all bids were non-responsive. Staff has subsequently contacted some of the potential vendors to gauge interest and it appears that a rebid will net additional bid interest. To better accommodate any potential bidders, staff will hold a pre-bid meeting to explain what MET is looking for, explain City bid procedures, and to answer any questions. For this particular Council action there will be no financial impact.

RECOMMENDATION

Staff recommends that City Council reject all bids and allow MET Transit to reissue a new Invitation for Bids.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Date: 09/13/2010

TITLE: Approval of New Automobile Rental Concession Leases with Five Car Rental Companies

PRESENTED BY: Tom Binford

Department: Airport

Information

PROBLEM/ISSUE STATEMENT

The current Automobile Rental Concession Leases to operate car rental concessions at the Billings Logan International Airport are set to expire March 31, 2011. The current car rental concessionaires are: Hertz, Enterprise, Alamo/National, and Thrifty/Dollar. In order to determine interest in and commitment to new leases for operating car rental concessions at the Airport, and to assist in the sizing/design of and funding for the new Quick Turn Around Facility (QTA) that the Airport is building for use by the on-Airport car rental companies, the car rental concession opportunity at the Airport was placed out for bid early. In the past, only four concession spots were available for car rental companies at the Airport. Along with the new QTA, the Airport is making a fifth concession spot available in this bid process by renovating a couple of the former airline freight offices (located on the west end of the baggage claim area) into a car rental concession counter.

A Request for Bids (RFB) was prepared for concessionaires interested in operating at the Airport. Notice of the RFB was advertised in the *Billings Times* on July 29 and August 5, 2010, and on the City's Web Site continuously from July 29 through August 24, 2010. A pre-bid meeting was held on August 4, 2010. Bids were opened on Tuesday, August 24, 2010. Interested parties submitted bids consisting of the total amount of Minimum Annual Guarantee (MAG) revenue that the individual car rental companies would be willing to pay the City for the opportunity to operate their business at the Airport's Terminal Building for the next five years. There are five car rental concessionaires that service the Billings market and all five submitted bids to operate in one of the five available concession positions. The term of the new Lease will commence on April 1, 2011 and end on March 31, 2016. With the new Lease and a fifth available position, Avis/Budget will return its car rental operations to the Terminal Building, after being outbid during the previous bid process.

In addition to establishing the MAG for each car rental concessionaire, the bid also establishes the location of both the car rental counter in the Terminal Building and the location and number of ready and return parking stalls that each concessionaire is allocated. The highest bidder receives the largest counter area, as well as a block of ready/return stalls closest to the Terminal Building. The second highest bidder receives the second largest counter area and a block of ready/return parking stalls next closest to the Terminal Building, etc. A draft copy of the Automobile Rental Concession and Lease is attached and available for review.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the five new Automobile Rental Concession and Lease agreements; or
- Not approve the five new Automobile Rental Concession and Lease agreements.

FINANCIAL IMPACT

With the acceptance and approval of the five Automobile Rental Concession bids, the City will be guaranteed a minimum revenue stream of \$5,569,851 over the next five-year period. The revenues could exceed the minimum guarantee, as the new Concession and Lease agreement establishes the revenue to the Airport as the greater of either the MAG or ten percent of each car rental concessionaire's gross receipts for rental car operations at the Airport. The successful bidders and MAG amounts are as follows:

CONCESSIONAIRE	BID AMOUNT
Overland West, Inc. DBA Hertz Rent A Car	\$1,895,000
Corpat, Inc. DBA Alamo/National Car Rental	\$1,605,000
Enterprise Rent A Car	\$766,845
Avis/Budget Rent A Car	\$700,000
Lewis Transportation Group DBA Thrifty/Dollar Rent A Car	\$603,006

RECOMMENDATION

Staff recommends that Council approve the five new Automobile Rental Concession Leases with the five successful concession bidders for the term commencing April 1, 2011 and ending on March 31, 2016.

APPROVED BY CITY ADMINISTRATOR

Attachments

Bid Summary

Concession and Lease

ATTACHMENT A

**Summary of Bids Received 8/24/10
Annual Guaranteed Revenue**

Bidder	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Overland West, Inc. dba Hertz	\$375,000.00	\$375,000.00	\$375,000.00	385,000.00	385,000.00	\$1,895,000.00
Corpat, Inc. dba Alamo & National	\$315,000.00	\$315,000.00	\$315,000.00	\$325,000.00	\$335,000.00	\$1,605,000.00
Enterprise Rent-A-Car	\$147,356.00	\$150,303.00	\$153,309.00	\$156,375.00	\$159,502.00	\$766,845.00
Avis/Budget	\$130,000.00	\$135,000.00	\$140,000.00	\$145,000.00	\$150,000.00	\$700,000.00
Lewis Transportation Group dba Thrifty & Dollar	\$120,001.00	\$120,002.00	\$120,003.00	\$121,000.00	\$122,000.00	\$603,006.00
TOTAL	\$1,087,357.00	\$1,095,305.00	\$1,103,312.00	\$1,132,375.00	\$1,151,502.00	\$5,569,851.00

AUTOMOBILE RENTAL CONCESSION AND LEASE

THIS AUTOMOBILE RENTAL CONCESSION AND LEASE (the Agreement) made and entered into _____, 20__ by and between the following:

CITY OF BILLINGS, MONTANA, hereinafter designated "Lessor"

and

_____, hereinafter designated "Concessionaire"

WITNESSETH

WHEREAS, Lessor owns and operates Billings Logan International Airport, (hereinafter called "Airport"), and the Airport Terminal Building situated in the City of Billings, State of Montana, and

WHEREAS, Concessionaire is engaged in the operation of an automobile rental business and is prepared, equipped, and qualified to supply an adequate number of current model automobiles in good mechanical condition and appearance for the operation of an automobile rental business at the Airport Terminal Building, and

NOW THEREFORE, in consideration of the benefits to be derived, the parties hereto agree as follows:

1. LEASED PREMISES AND USAGE RIGHTS. Lessor leases to Concessionaire certain premises, together with improvements and certain attendant privileges, uses and rights, as hereinafter specifically set forth.

A. The Leased Premises covered by this Agreement shall be as follows:

(1) Counter areas on the ground floor of the Airport Terminal Building of approximately _____ square feet, described as Car Rental Counter #____, as set forth on Exhibit A and by said reference made a part of this Agreement.

(2) Prorated share of ready and return auto parking positions in the designated parking areas west of the Airport Terminal Building as set forth on Exhibit B and by said reference made a part of this Agreement as long as Lessor deems it feasible. The locations may be changed from time to time by written notice to the Concessionaire thirty (30) days prior to the change.

(3) Prorated share of the remote Quick Turn Around (QTA) Facilities, inclusive of the exclusive use preparation/detail bays, common use prewash/mud removal bays, preferential use automated wash bays, vehicle fueling system, and vehicle parking areas as set forth in Exhibit C and by said reference made a part of this Agreement.

B. Lessor grants to Concessionaire the following privileges, uses and rights, all of which shall be nonexclusive on the Airport.

(1) The right, license, privilege and obligation to operate an automobile rental service at the Airport Terminal Building for the purpose of renting automobiles to airline passengers and other persons who may request such service at the Airport.

(2) The right of access over and across roadways serving the Airport, by Concessionaire, Concessionaire's agents, employees, patrons and invitees, suppliers of service, and furnishers of material.

(3) The right to install and operate appropriate counter signs at the Airport Terminal Building, subject to prior written approval of the Director of Aviation and Transit, which approval shall not be unreasonably withheld.

C. The granting of the privileges and rights and its acceptance by Concessionaire is conditioned upon the following covenants:

(1) The right to use said Airport facilities in common with others authorized to do so shall be exercised, subject to and in accordance with the laws of the United States of America, State of Montana, local ordinances, and all applicable rules and regulations of Lessor now in force or hereafter prescribed or promulgated.

(2) Concessionaire will not transact rental car business at any other location on the Airport that is not designated in this Agreement, unless written permission is first obtained from the Director of Aviation and Transit.

(3) Depreciation and Investment Credit. Neither Concessionaire nor any successor of Concessionaire under this Agreement, may claim depreciation or an investment credit with respect to the Leased Premises under the Internal Revenue Code of 1986, as amended. Concessionaire hereby makes an irrevocable election binding on it and its successors in interest under this

Agreement, not to claim such depreciation or investment credit with respect to the Leased Premises.

(4) Useful Life of the Facility. Concessionaire and Lessor agree that the term of this Agreement does not exceed eighty percent (80%) of the reasonably expected economic life of the property or facilities covered by this Agreement. Concessionaire represents and acknowledges that it has no option or right to purchase or acquire any interest in the personal or real property subject to this Agreement.

2. INSTALLATIONS BY LESSOR AND CONCESSIONAIRE. In the Airport Terminal Building Car Rental Counter area, as shown on Exhibit A, the Airport ready and return parking area, as shown on Exhibit B, and the QTA Facilities, as shown in Exhibit C, Concessionaire shall provide all leasehold improvements not provided by Lessor, including, but not limited to, office interior partitions, additional lighting fixtures, utility services and connections, decorations, and all other fixtures, fittings, equipment and supplies.

A. Any planned for improvements require the review and written approval of the Director of Aviation and Transit prior to commencing any such improvements.

B. Concessionaire shall make payment promptly to all persons supplying labor or materials for work and shall not permit any lien or claim to be filed against the Lessor.

3. TERM. The term of this Agreement shall be for a period of five (5) years commencing on the 1st day of April 2011, and ending on the 31st day of March 2016. A Contract

Year means the twelve-month period beginning April 1 of each year of this Agreement.

4. FEES AND RENTALS. The Concessionaire shall pay concession fees, space rental, and use fees associated with its business activities and use of the Airport facilities as follows:

A. Concession Fees. For the concession privileges granted herein, Concessionaire shall pay Lessor, during the term of this Agreement, the greater of a guaranteed Minimum Annual Guarantee (MAG) or 10 percent (10%) of the Gross Receipts on its annual operations. Gross Receipts shall mean all monies paid or payable, whether for cash, credit or otherwise of any kind and nature, and regardless of when or whether paid for to the Concessionaire, for all rentals and services authorized under this Agreement, excepting only those items specifically set forth below.

(1) Gross Receipts shall include, but are not limited to the following:

(a) The aggregate amount of all monies paid or payable to Concessionaire for all sales and rentals made and services performed at the Airport, including fees, charges, and rentals for any accessory items (baby seats, ski racks, etc.) unless specifically excluded herein.

(b) All monies paid or payable for charges made to collect, cover, or reimburse Concessionaire for fees, rent, or charges paid to Lessor for the concession privileges granted herein.

(c) All monies paid or payable for sales, rentals and

services for customers whose business originated at the Airport.

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(d) All monies paid or payable to Concessionaire for one-way rentals originating at Billings.

(e) Credits provided to customers for costs that would not normally be a customer's responsibility to pay for, but were incurred by the customer during the rental, for such items to include, but not limited to emergency repairs, rental over charges or billing errors, will be reflected as an offset to reported Gross Receipts.

(f) Amounts received for acceptance of any insurance that are retained by the Concessionaire in the form of a commission, sales fee, etc.

(g) All monies paid or payable for underage or additional driver charges.

(2) Gross receipts shall exclude the following:

(a) Federal, State, and county or municipal taxes, now in effect, or hereafter levied, which are separately stated and collected from Concessionaire's customers.

(b) Amounts received as insurance proceeds, or otherwise, for damages to autos and other property of the Concessionaire.

(c) Sums received from the loss or abandonment of

Concessionaire's automobiles.

(d) Sums received from customers for damages and third party charges such as traffic fines, towing, and tolls.

(e) Amounts collected from the Customer Facility Charge (CFC), which are separately stated and collected from Concessionaire's customers.

(f) Amounts collected pursuant to a rental agreement for prepaid fuel (fuel service option) or reimbursement fuel (fuel recharge option).

(g) Off-Airport vehicle sales.

(3) Said Concession Fee shall be paid within twenty (20) days after the beginning of each calendar month based on 10% of the Gross Receipts from the previous month. A report, as set forth in Exhibit D and by said reference made a part of this Agreement, shall accompany the payment that summarizes Gross Receipts from all rental agreements into a monthly total. Total monthly Gross Receipts should be reconciled to the Concessionaire's general ledger on a monthly basis.

(4) At the end of each Contract Year, in the event the ten percent (10%) of the annual Gross Receipts calculation for a given Contract Year is less than the MAG for that Contract Year, Concessionaire shall pay to Lessor the difference required to equal the amount of its MAG for that Contract Year.

The following are the Concessionaire's MAG amounts:

First Year \$ _____

Second Year \$ _____

Third Year \$ _____

Fourth Year \$ _____

Fifth Year \$ _____

(5) In the event that the MAG for any Contract Year is greater than the ten percent (10%) of Gross Receipts paid to Lessor during any Contract Year, the Concessionaire shall, within thirty (30) days after the end of the Contract Year, remit a payment for the balance of the MAG that exceeds the total of the ten percent (10%) of the annual Gross Receipts remitted to the Lessor for that Contract Year.

(6) In the event of a reduction of twenty percent (20%) or more in Gross Receipts of the combined car rental agencies located in the Airport Terminal Building, when compared with the same period in the preceding year, the MAG shall be temporarily suspended, provided however that the ten percent (10%) of all Gross Receipts provision shall remain in full force and effect. The MAG will resume immediately once the Gross Receipts of the combined car rental agencies is no longer 20% less than the Gross Receipts when compared with the same period in the preceding year. The MAG will be prorated for the period of time the MAG was suspended.

(7) In the event that Concessionaire chooses to directly charge Concessionaire's customers, clientele, and other third parties, a fee, specifically to collect, cover, or reimburse Concessionaire for the percentage of Gross Receipts paid or due to Lessor, as required in this Section 4, Subsection A, said fee shall not exceed eleven and one-tenth percent (11.1%) of the eligible charges. The reimbursement fee shall be individually identified on Concessionaire's Rental Contract Form and in any form of advertising, including phone quotes, as a "Concession Fee." Concessionaire shall not in any form or means, indicate or refer to the percentage of Gross Receipts charge as a form of tax.

B. Terminal Building Space Rentals. During the term hereof, Concessionaire shall pay the following space rentals for the use of the Car Rental Counter area in the Airport Terminal Building designated on Exhibit A:

<u>PERIOD</u>	<u>SQUARE FEET</u>	<u>ANNUAL RATE</u>	<u>TOTAL MONTHLY RENTAL</u>
4/1/11 thru 6/30/11	\$45.35	\$	
7/1/11 thru 6/30/12		*	\$
7/1/12 thru 6/30/13		*	\$
7/1/13 thru 6/30/14		*	\$
7/1/14 thru 6/30/15		*	\$
7/1/15 thru 3/31/16		*	\$

*Rate to be the same as that charged for air carrier counter space in the Airport Terminal Building. To be determined annually and changed on July 1 each year.

(1) Terminal Building Space rentals shall be payable in equal monthly installments in advance and without demand, on the first day of each month of this Agreement commencing with the term thereof.

C. Terminal Area Ready and Return Spaces. For the use of the Terminal Area Ready and Return Spaces, the beginning rate is \$31.91 per space per month for _____ spaces, or \$_____ per month. These rental rates will be adjusted annually at the beginning of Contract Year Two and each subsequent Contract Year for the term of this Agreement, equivalent to the percentage change in the previous year's Consumer Price Index for All Urban Consumers (CPI-U). In no case will the rate per Ready and Return Space per month be less than \$31.91.

The Terminal Ready and Return Spaces for the first year of this Agreement are identified on Exhibit B, and by said reference made part of this Agreement. The relative location of each Concessionaire's Ready and Return Area will remain unchanged during the term of this Agreement; however, at the end of the first Contract Year and the end of each subsequent Contract Year for the term of this Agreement, said spaces shall be reassigned as follows:

(1) For each Contract Year of this Agreement, the total twelve (12) months of Gross Receipts generated by all Concessionaires will be divided into

each of the individual Concessionaire's twelve (12) months of Gross Receipts for the same Contract Year to calculate a percentage of the total Automobile Rental Concessions Gross Receipts.

(2) Said percentages will then be applied to the total Terminal Ready and Return Spaces to determine the number of Terminal Ready and Return Spaces that will be allocated for Concessionaire's use in the next Contract Year. Concessionaire shall be responsible to pay the rentals required for the revised number of Terminal Ready and Return Spaces.

(3) Terminal Area Ready and Return Space rentals shall be payable in equal monthly installments in advance and without demand, on the first day of each month of this Agreement commencing with the term thereof.

D. QTA Facility Ground Rental. For the use of the QTA Facility, ground rental will be charged. The beginning rate is \$0.33 per square foot per annum for _____ square feet of the facility ground area, \$_____ annually, or \$_____ per month. This rental rate will be adjusted annually at the beginning of Contract Year Two and each subsequent Contract Year for the term of this Agreement, equivalent to the percentage change in the previous year's CPI-U. In no case will the rate per square foot per annum be less than \$0.33.

In the event that the construction of the QTA Facility is not completed by the Agreement commencement date, April 1, 2011, and DBO will occur after the Agreement commencement date, the Concessionaire will continue to use the existing

car wash and maintenance facilities currently being used and that are being replaced by the new QTA. The use of the existing facilities will continue according to the terms of the expiring Automobile Rental Maintenance Facility and Ground Lease entered into on the 26th day of March, 2007, which Lease will be extended automatically on a month by month basis until the new QTA can be occupied. The rental rates in place at the expiration of the Automobile Rental Maintenance Facility and Ground Lease will remain in effect until the new QTA is complete and ready for Concessionaire's use.

The total QTA Facility ground area included in the calculation of the ground rental for the first year of this Agreement is identified in Exhibit C, and by said reference made a part of this Agreement. At the end of the first Contract Year, and the end of each subsequent Contract Year for the term of this Agreement, said ground space shall be reallocated as follows:

(1) For each Contract Year of this Agreement, the total twelve (12) months of Gross Receipts generated by all Concessionaires will be divided into each of the individual Concessionaire's twelve (12) months of Gross Receipts for the same Contract Year to calculate a percentage of the total Automobile Rental Concessions Gross Receipts.

(2) Said percentages will then be applied to the total QTA Facility ground area available to determine the allocation of the QTA Facility ground space that will be allocated for Concessionaire's use in the next Contract Year. Concessionaire shall be responsible to pay the rentals required for the revised

square footage for the QTA Facility ground area.

(3) Ground rentals shall be payable in equal monthly installments in advance and without demand, on the first day of each month of this Agreement commencing with the term thereof.

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E. QTA Exclusive Use Preparation and Detail Space. Concessionaire's designated QTA exclusive use preparation/detail space is identified on Exhibit C, and by said reference made a part of this Agreement. This space will remain the Concessionaire's for use during the term of this Agreement. The rental for this space is included in the QTA Facility ground rental. This exclusive use space is the Concessionaire's operating space, and all costs associated with that operation will be the responsibility of the Concessionaire. Utility billings for the Preparation/Detail Space will be billed to the Concessionaire based on actual usage and are due upon receipt of the invoice. Utilities include the electricity, natural gas, water, sewer, and trash collection.

F. QTA Joint Use Space.

(1) Prewash/Mud Removal Facility. The three-bay prewash/mud removal facility is a first-come, first-serve facility to be used for removing heavier dirt/mud. Concessionaire will be billed for the use of this facility through an allocation based on a "Common Use Formula". The formula will prorate ten percent (10%) of the monthly cost of the facility equally among all car rental concessionaires, and ninety percent (90%) of the cost will be allocated based on the percentage of the Concessionaire's monthly use in relation to the total monthly use by all concessionaires. That percentage will be applied against the identified operation and maintenance costs incurred for that month, allocated accordingly to Concessionaire, billed to Concessionaire

monthly, and is due upon receipt of the invoice.

(2) Automated Wash Facility. The three-bay automated wash facility is a preferential use facility. This means that while Concessionaire is assigned to use a specific automatic wash bay as identified on Exhibit C, there will be times when the automatic wash equipment in that bay or one of the other bays will be out of operation for repair. During those times, all Concessionaires will need to utilize the remaining wash bays until all wash bays are operational. Use charges for the automated wash facility will be billed through an allocation using the percentage of Concessionaire's monthly uses versus total monthly uses of all users. That percentage will be applied against the identified operation and maintenance costs incurred for that month, allocated accordingly to Concessionaire, billed to Concessionaire monthly, and is due upon receipt of the invoice.

(3) Fueling Facility. The QTA fueling facility will be a first-come, first-serve operation. Usage data will be captured during the month and used to calculate the total fuel purchased. The Lessor will purchase fuel wholesale and bill Concessionaire based on the fuel price at the time of use. Lessor will utilize a markup from the wholesale price to provide for operational and maintenance costs to operate the fueling facility. Those costs include, but are not limited to, licensing, inspections, repairs, and updates. The markup on the fuel will not exceed \$.08 per gallon. Fuel usage will be billed every two weeks

and payment is due upon receipt of the invoice.

(4) Vehicle Storage Space. The rental for the vehicle storage space is included in the QTA Facility ground rental. No specific allocation will be made. However, in the event of a dispute, an equitable solution will be determined by the Director of Aviation and Transit.

G. Default of Payment, Records, Reporting Requirements, and Audit.

(1) Default of Payment. Without waiving any other right or action available to the Lessor, in the event of default in payment of rentals, charges, or fees herein for a period of ten (10) days or more, Concessionaire shall pay to Lessor interest thereon at the rate of one and one-half percent (1.5%) per month from the date such item was due and payable until paid in full. Said interest shall not apply with respect to disputed items being contested in good faith by Concessionaire and which are resolved in Concessionaire's favor.

(2) Records and Reporting Requirements. Concessionaire shall keep and maintain the following records and make the following reports:

(a) Within twenty (20) days after the close of each calendar month for the term of this Agreement, Concessionaire shall submit to the Director of Aviation and Transit, in a form and with detail satisfactory to the Director of Aviation and Transit, a statement of its Gross Receipts during the preceding month from its operation at the Airport upon which the percentage payments to Lessor are computed

and shown; the form of said statement is set forth in Exhibit D and by said reference made a part of this Agreement). Said statement shall be signed by an authorized representative of Concessionaire and shall include any supporting documentation and calculations. Concessionaire shall keep full and accurate books and records showing all of its Gross Receipts pertaining to operations at the Airport, and Lessor shall have the right, through its representatives, at all reasonable times, to inspect said books and records. All of said records and instruments will be made available to Lessor at the Concessionaire's Airport premises for at least a three (3) year period.

(b) All rental agreement forms used by Concessionaire in its operations at the Airport under this Agreement shall be pre-numbered or electronically assigned. Concessionaire shall maintain records and controls pertaining to the rental agreement forms used at the Airport and summarize them in a monthly report. Missing numbers must be satisfactorily accounted for. The rental agreement forms used at the Airport shall be available for inspection and examination at all times by Lessor or a duly authorized representative.

(c) Concessionaire shall furnish to Lessor, within ninety (90) days after the close of each Contract Year, a written statement at Concessionaire's sole cost and expense prepared by a financial officer

of Concessionaire, or an independent certified public accountant employed by Concessionaire, stating to the Lessor that Concessionaire's reports during the preceding Contract Year were pursuant to this Agreement and made in accordance with the terms of this Agreement. Such statement shall also contain a list of the Gross Receipts as shown on the books and records of Concessionaire, which were used to compute the fees paid to Lessor during the period covered by the statement. The Concessionaire will also submit supporting documentation and calculations for Lessor's review and records.

(3) Audit. The Lessor has the right to audit the Concessionaire at any time during the term of this Agreement and for two (2) years following the expiration of the term. The audit will not necessarily be limited to the rental and privilege fee portion of this Agreement, but can be directed at an assessment of any aspect of this Agreement as it pertains to the operation at Billings Logan International Airport, at the discretion of the Lessor. Audits by Lessor shall be undertaken by a reputable firm of independent certified public accountants. The cost of said audits shall be borne by Lessor, unless the results reveal a discrepancy of more than five percent (5%) between the Gross Receipts reported in accordance with this Section 4, Subsection A hereinabove, and the Gross Receipts as determined by audit for any Contract Year. In case of such discrepancy, the full cost of the audit shall be borne by Concessionaire

and any additional percentage fee due shall be paid by Concessionaire to Lessor, with interest thereon at one and one-half percent (1.5%) per month from the date such additional percentage fee became due until paid.

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5. CUSTOMER FACILITY CHARGE.

A. Customer Facility Charge (CFC) means the amount charged by the Lessor and required to be collected by the Concessionaire from its customers for each Contract Day, for a maximum of fourteen (14) Contract Days, for each automobile rented under an Automobile Rental Contract entered into on the Airport, or other locations with car pickup occurring at the Airport, regardless of the ownership, area fleet, or location assignment of the vehicle, and without regard to the manner in which, or place at which, the vehicles are furnished to the customer, and without regard to whether the vehicles are returned to the Airport or some other location. The CFC is at all times the property of the Lessor and collected by the Concessionaire as an agent in trust for the Lessor and set forth herein.

B. The CFC revenues collected and remitted to the Lessor will be used to pay eligible costs for designing, constructing, furnishing and equipping the Airport's rental car facilities, annual debt service on any bonds issued to finance the costs of designing, constructing, furnishing, and equipping car rental facilities at the Airport and to establish reserves therefore, and to pay issuance costs of the bonds, as determined by the Lessor.

C. The Concessionaire shall collect and remit the CFC revenues on behalf of the Lessor based on the following:

- (1) An initial CFC of three dollars (\$3.00) for each Contract Day for a maximum of fourteen (14) Contract Days shall be levied for each

automobile rental entered into by the Concessionaire through its operations at the Airport. 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. The CFC imposed by the Concessionaire shall be the amount established by the Lessor for all On-Airport Concessionaires. The CFC shall be collected from all customers, including customers receiving complementary or discounted car rentals from the Concessionaire. [NOTE: this is contained in the ordinance and therefore will not be deleted]. A copy of the "CFC Ordinance" is attached as Exhibit E and by said reference made a part of this Agreement.

(2) Commencing with a CFC rate effective date, each Concessionaire must collect the CFC at the time of collection of all other fees and charges associated with the rental of an automobile. Each Concessionaire shall include the CFC rate in all forms of reservations for automobile rentals and automobile rental advertisements at least thirty (30) days prior to the CFC rate effective date. Reservations made thirty (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.

(3) The CFC shall be identified on a separate line of each Automobile Rental Contract entered into on the Airport or elsewhere with car pickup at the Airport, and described as Customer Facility Charge or CFC with a footnote approved by the Lessor explaining the abbreviation. All of the CFC revenues collected and held by the Concessionaire shall be considered the property of the Lessor.

(4) The Concessionaire shall hold said CFC revenues collected by the Concessionaire in trust and in a fiduciary capacity for the Lessor and shall not hold or have either an ownership or equitable interest in said CFC revenues collected.

(5) The Concessionaire shall maintain records and controls that are sufficient to meet the requirements herein, to demonstrate the correctness of the CFC revenues collected by the Concessionaire, and the amount of CFC revenue collections remitted. Said accounting records shall be made available for inspection and examination at all reasonable times by the Lessor or its duly authorized representative(s). All of said records and instruments will be made available to Lessor at the Concessionaire's Airport premises for at least a three (3) year period. The cost of said audits shall be borne by Lessor, unless the results reveal a discrepancy of more than five percent (5%) between the actual collections and the reported collections in accordance with this Section 5, and the CFC collections as determined by audit for any Contract Year. In case of

such discrepancy, the full cost of the audit shall be borne by Concessionaire and any additional CFC revenues due shall be paid by Concessionaire to Lessor, with interest thereon at one and one-half percent (1.5%) per month from the date such additional CFC revenues became due until paid.

(6) The Concessionaire agrees that on an annual basis, no later than ninety (90) days prior to the commencement of the upcoming Contract Year, it will provide to the Director of Aviation and Transit a statement showing projected Contract Days for the forthcoming Contract Year. Each year, no later than sixty (60) days prior to the commencement of the upcoming Contract Year, the Director of Aviation and Transit shall estimate the CFC to be effective for such Contract Year. The Director of Aviation and Transit will advise the Concessionaire in writing of the amount of the CFC for the upcoming Contract Year at such time. Additionally, the Director of Aviation and Transit reserves the right to adjust the amount of the CFC, at such other times as he/she deems necessary, upon sixty (60) days prior written notice to the Concessionaire.

(7) The Concessionaire agrees that it will not be entitled to any rights of offset or other reduction in the requirements herein and will remit all CFC revenues collected, to the Lessor, regardless of any amounts that may be owed or due to the Concessionaire by the Lessor.

(8) It is understood and agreed that all CFC revenues required to be

collected by the Concessionaire under this Section 5 are pledged for costs of the car rental facilities, including the payment of annual debt service on the Airport Bonds and other obligations pursuant to the bond documents, and such other costs as agreed to by the Lessor and the Concessionaire to such pledge.

(9) Although the Lessor does not anticipate any legal challenge to the CFC, the Lessor will defend any such challenge. If all or any part of the CFC fails to survive challenge in a court of competent jurisdiction, then the stricken portion of the CFC will be replaced by higher rents and fees, as determined by the Lessor by making adjustments to the rents and fees pursuant to Section 4.

D. The Concessionaire shall furnish to the Lessor, no later than the twentieth (20th) day following each complete calendar month during the Term of this Agreement, a report prepared in a manner satisfactory to the Lessor, of the CFC revenues collected, and the number of Automobile Rental Contracts and Contract Days that occurred during the previous calendar month. The form of said report is set forth in Exhibit D and by said reference made a part of this Agreement. The CFC revenues collected shall be remitted by the Concessionaire to the Lessor in U.S. dollars without exchange for foreign currency to the address specified in Section 24, no later than the twentieth (20th) day of each month for the preceding calendar month of operations during the entire term of this Agreement.

E. Within ninety (90) days after the end of each Contract Year during the

term of this Agreement, the Concessionaire shall employ or have its in-house Certified Public Accountant (hereinafter CPA) provide a letter to the Lessor stating that in the CPA's opinion, the CFC revenues collected by the Concessionaire, and the number of Automobile Rental Contracts and Contract Days during the preceding Contract Year pursuant to this Agreement, were remitted and provided to the Lessor in accordance with the terms of this Agreement. Such statement shall contain a list by month, showing the CFC revenues collected, the number of Automobile Rental Contracts, and number of Contract Days as shown on the books and records of the Concessionaire that were used to determine the payments made to the Lessor during the period covered by the statement. Payment of any additional amount due as reflected in the CPA statement shall be made to the Lessor at the time the CPA statement is provided to the Lessor.

6. OBLIGATIONS OF CONCESSIONAIRE. As a minimum, the Concessionaire shall have the following obligations:

A. Concessionaire shall maintain and make available a sufficient number of automobiles at the Airport for adequate public service each day of the year, at a fair and reasonable basis to all users of the Airport. Service shall be prompt, courteous, and efficient, and shall be adequate to meet the demand for said service. Concessionaire shall maintain and operate the concession in a first class manner and shall keep the Leased Premises in a safe, clean, orderly and inviting condition at all times, satisfactory to Lessor. Upon written notice to Concessionaire from Lessor,

Concessionaire shall correct any and all maintenance or operational problems. If Concessionaire fails to comply within ten (10) days from written notice, Lessor may remedy the problem and charge the cost therefore to Concessionaire.

B. Concessionaire, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree:

(1) That no person, on the grounds of race, color, creed, political ideas, sex, age, or physical or mental disability, shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities, or the exercise of its rights and privileges under this Agreement;

(2) That, in the construction of any improvements on behalf of Concessionaire and the furnishing of services, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, color, creed, political ideas, sex, age, or physical or mental disability;

(3) That this Agreement is subject to the requirements of the U. S. Department of Transportation's regulations, 49 CFR Part 23. The Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract

or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. The Concessionaire agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters into, and cause those businesses to similarly include the statement in further agreements.

C. Concessionaire shall furnish its services on a fair, equal, and nondiscriminatory basis to all users thereof, and it shall charge fair, reasonable, and nondiscriminatory prices for each unit or service.

D. Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Concessionaire assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any programs or activity covered by this Subpart. Concessionaire assures that it will require that its covered suborganizations provide assurances to Lessor that they similarly will undertake affirmative action programs and that they will require assurances from its suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

E. Concessionaire shall at all times retain an active, qualified, competent, and experienced manager to supervise the concession operations at the Airport and be authorized to represent and act for Concessionaire. Concessionaire shall be required to

properly uniform or dress its attendants and employees; they shall be clean and neat in appearance at all times. Concessionaire shall not employ any person(s) in or about the concession premises who shall use improper language or act in a loud, boisterous, or otherwise improper manner. Concessionaire shall maintain a close check over its attendants and employees to ensure the maintenance of high standard of service to the public, the performance of such obligations to be determined at the sole discretion of Lessor.

F. At all times, Concessionaire shall maintain, at its own cost and expense, all of its rental automobiles in good operating order and free from known mechanical defects; said automobiles shall be kept in a clean, neat and attractive condition, inside and out. Concessionaire shall at no time use automobiles whose year model is more than two (2) years older than the current model.

G. Lessor shall provide trash and garbage disposal facilities. Concessionaire shall provide, and use, suitable covered metal receptacles for all garbage, trash, and other refuse. Piling of boxes, cartons, barrels, pallets, tires, batteries or other similar items, in an unsightly or unsafe manner, on or about the Concessionaire's Leased Area, or elsewhere on the Airport by the Concessionaire is prohibited.

H. At the time of execution of this Agreement, and annually thereafter for the term of this Agreement, Concessionaire shall furnish a copy of its City of Billings business license to Director of Aviation and Transit, showing that the required license

is in effect and current.

I. Concessionaire shall bear, at its own expense, all costs of operating the concession, and shall pay in addition to rental, all other costs, assessments, insurance, permits and licenses connected with the use of the demised area and facilities.

J. All proprietary improvements, equipment, fixtures, and fittings installed by the Concessionaire will be maintained in first class condition by the Concessionaire.

K. Concessionaire shall be responsible for its utility connections and payment for services used in connection with its proprietary improvements to its Exclusive Use Leased Areas.

L. Concessionaire shall not sell gasoline on the Airport. Upon execution of this Agreement and upon DBO of the QTA Facility, Concessionaire may service (including gasoline, oil, and other non-major repair services) and store those vehicles owned or controlled by Concessionaire and used only in conjunction with the concession granted hereunder.

M. Concessionaire assumes full responsibility for the proper and legal use, handling, storage, and disposal of any hazardous substances used or consumed by Concessionaire in the conduct of its business. "Hazardous substance" shall be interpreted broadly to mean any substance or toxic material, hazardous or toxic or radioactive substance, or other similar term by any Federal, State or Local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to

include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Concessionaire will hold Lessor harmless from and indemnify Lessor against and from any damage, loss, expenses, or liability resulting from any breach of these representations and warranty including all attorneys' fees and costs incurred as a result thereof. Notwithstanding the preceding, Concessionaire shall not be responsible for hazardous substances that were in existence prior to commencement of this Agreement, or for hazardous substances caused by other parties, including Lessor, outside of the Leased Premises.

7. OBLIGATIONS OF LESSOR. The Lessor shall maintain the structures, facilities and grounds used and leased by the Concessionaire as follows:

A. Airport Terminal Building. The Lessor shall maintain the structure, roof, and outer walls of the Airport Terminal Building and shall furnish heat, air conditioning, lights, and janitorial service.

B. Terminal Area Ready and Return Spaces. Lessor shall maintain the ready and return parking area located within the public parking area included under the provisions of Section 1, Subsection A (2). Lessor will be responsible for installing and maintaining any individual stall signs. The Lessor's responsibility to install these signs shall be limited to one reinstallation per Contract Year. All signs are to be approved by the Director of Aviation and Transit prior to installation.

C. QTA Facilities. The Lessor will maintain and repair the QTA grounds, facilities, and equipment except for the Concessionaire's overhead doors, equipment,

lighting, heating, and fixtures installed in Concessionaire's exclusive use preparation/detail space. Lessor will maintain, repair, and provide the following:

(1) Structural deficiencies in the buildings, facilities, and grounds not caused by the Concessionaire, to include the building roof, exterior portions of the building, personnel doors and locks, exterior lighting, main utility services, heating systems, and the sand/oil separator systems.

(2) All roads, and paved and graveled surfaces.

(3) Snow removal as the Lessor's resources permit.

8. QTA OPERATIONAL PROCEDURES AND RESPONSIBILITIES.

A. The Concessionaire and its employees, agents or contractors shall abide by the following operational procedures for use of the QTA facilities. Since this is a new facility, the operational procedures may need to be altered or updated due to operational changes, equipment modifications, or changed environmental or security conditions. Should operational procedure changes be necessary, updated written procedures will be provided by the Lessor.

(1) All vehicles shall be washed in the prewash or the automated wash facilities. Heavy soil/mud must be removed in the prewash facility only, prior to entering the automated wash facilities. No vehicle washing that includes the spraying of water or use of buckets filled with water used with the intent to clean an automobile's exterior, shall occur on the outside of any of the facilities or in the exclusive use preparation/detail bays. The preparation/detail

bay floors may be cleaned with water and a mild detergent, but must only be drained to the building's floor drain, so that all water is contained within this facility.

(2) The prewash bays shall be used on a first-come, first-serve basis. The automated wash bays will be assigned to each concessionaire in accordance with Exhibit C.

(3) Proper Use of Facilities and Equipment. As necessary, specific operational procedures will be posted in the fueling, pre-wash, and automated wash areas, and distributed to the Concessionaire once the facility and equipment construction is completed. The Concessionaire is responsible to train and monitor its employee's adherence to these procedures.

(4) Concessionaire shall immediately report all site, facility and equipment damage, malfunctioning equipment, fuel and fluid spills, and vehicle collisions to the Director of Aviation and Transit. Normal business and after hours contact information will be provided to the Concessionaire and updated as necessary.

(5) The Concessionaire's employees shall follow posted site and access road speed limits. No squealing of tires, excessive or high speed turns, or other careless or reckless driving is permitted. All vehicles must remain on the designated paved and graveled surfaces.

(6) The QTA site, facilities, and equipment shall only be used by

the Concessionaire for the vehicles in its fleet. Personal vehicles, boats, trailers, recreational vehicles, and equipment shall not be washed, cleaned, fueled, serviced, repaired, or stored at the QTA site.

(7) All trash, garbage and other refuse occurring as a result of the Concessionaire's vehicle wash and detail operation, shall be disposed of in the approved receptacles provided by the Lessor. Piling of boxes, cartons, barrels, pallets, junked equipment, vehicle parts, tires, or similar items in an unsightly or unsafe manner on or about the premises is prohibited. Items and equipment not associated with the Concessionaire's car rental operation shall not be discarded in the Lessor supplied receptacles.

(8) No oils, fuels, paints, or chemicals shall be washed or poured into the drains at the prewash, preparation/detail and automated wash facilities, into sinks or water closets, on the site's paved and graveled surfaces, or into any storm drainage systems.

(9) Vehicles shall not proceed into or out of the pre-wash or automated wash facilities until the overhead doors are fully open.

(10) Marking, identifying or painting of any interior or exterior space or paved surface is prohibited without the prior written permission of the Director of Aviation and Transit. Concessionaire identification signs will be permitted in certain locations on the site. The location, size, material, and mounting method of the sign(s) must be approved in writing by the Director of

Aviation and Transit prior to installation.

(11) Wrecked, damaged, or inoperable vehicles must be removed from the QTA site within ten (10) business days.

(12) Concessionaire shall follow the established after-hours security procedures and report any suspicious, security and safety violations to the Director of Aviation and Transit.

(13) The Concessionaire shall operate and maintain its exclusive use preparation/detail space, as identified in Exhibit C and by said reference made a part of this Agreement, to include maintaining and repairing overhead doors and openers. Should an overhead door need to be replaced or repaired, the Concessionaire must use the brand, model and color specified by the Lessor.

(a) Within the Concessionaire's exclusive use preparation/detail space, it shall be Concessionaire's responsibility to install any additional utility connections not provided by the Lessor and to clean and maintain all interior surfaces and flooring and to replace, as needed, all interior lighting.

(b) The Concessionaire may install additional equipment for the purposes of carrying out any of the activities provided for herein, provided that the Concessionaire first obtains the written approval of the Director of Aviation and Transit for any such activities.

(14) Damage to the Leased Premises caused by the Concessionaire,

its employees, agents, or contractors will be the sole responsibility of the Concessionaire. Said damage will be repaired by the Lessor and billed to the Concessionaire who shall pay the invoiced damage costs. If damage is found in the Joint Use Space, and the responsible party for the damage to the Joint Use Space cannot be determined, the Lessor will make the repairs and equally invoice all Concessionaires for the cost and charges associated with the repairs. All billing for repairs made by the Lessor will be paid within ten (10) days of receipt of invoice.

9. INDEMNIFICATION. The Lessor shall stand indemnified by Concessionaire as herein provided. It is expressly understood and agreed that Concessionaire is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and that the Lessor shall in no way be responsible therefore. It is further agreed that in the use of the Airport, in the construction, alteration, or maintenance of any improvements thereon, and in the exercise or enjoyment of the privileges herein granted, Concessionaire shall indemnify, save harmless and defend the Lessor from any and all claims asserted against or losses suffered by the Lessor because of any negligent act or omission on the part of the Concessionaire, and Concessionaire shall indemnify the Lessor against any and all mechanic's and materialmen's liens or any other types of liens imposed upon the premises.

Concessionaire expressly agrees that the Lessor shall not be liable to Concessionaire, for personal injury, bodily injury, or for any loss or damage to real or personal property occasioned by flood, fire, earthquake, lightning, windstorm, hail, explosion, riot, strike, civil

disobedience or commotion, aircraft, smoke, vandalism, malicious mischief, or acts of civil authority, unless caused by the fault or negligence of the Lessor, its officers, agents, or employees.

10. INSURANCE. Concessionaire shall provide and keep in force for the term of this Agreement a commercial general liability policy (occurrence form only), providing coverage for personal injury, bodily injury, death, and property damage, in amounts not less than \$1,500,000 per occurrence.

The commercial general liability policy shall name the CITY OF BILLINGS as a **PRIMARY ADDITIONAL INSURED**. The City of Billings' general liability policy will be excess and noncontributory. In addition, Concessionaire shall procure and maintain in force during the term of this Lease, liability insurance applicable to the ownership, maintenance, use, or operation of any automobile, mobile equipment, or other ground vehicle at the Airport (including owned, non-owned, or hired) in an amount not less than \$1,500,000 per occurrence and naming the City of Billings as **PRIMARY ADDITIONAL INSURED**; statutory Worker's Compensation insurance; and, other policies of insurance reasonably required by the Lessor. At the time of execution of this Agreement and annually thereafter, Concessionaire shall furnish a Certificate of Insurance showing that the required insurance is in force. The issuer(s) of the policy or policies shall provide no less than thirty (30) days advance written notification to the Lessor of any reductions in the policy coverage, cancellations, or other adverse amendments to the policy or policies impacting the risks covered. Insurance coverage shall be maintained with insurance underwriters authorized to do business in the State of Montana and that are satisfactory to the Lessor.

If, in the Lessor's opinion, the minimum limits of the insurance coverage herein

required become inadequate during the term of this Agreement, Concessionaire agrees that it will increase such minimum limits by reasonable amounts on request of the Lessor.

11. PERFORMANCE BOND. The Concessionaire shall furnish to Lessor a Performance Bond in the amount of seventy percent (70%) of the First Year MAG at least ten (10) days prior to the commencement date of this Agreement. Not less than ten (10) days prior to each Contract Year anniversary, a Performance Bond will be furnished for the succeeding Contract Year in an amount equal to Seventy Percent (70%) of the MAG for that Contract Year. Said bond is to be provided by a surety company qualified to do business in the State of Montana, acceptable and satisfactory to Lessor, and shall be conditioned to ensure faithful and full observance and performance by the Concessionaire of all the terms, conditions, covenants, and agreements set forth in this Agreement, including timely payment of all monthly and annual fees, rentals, CFCs, and guarantees.

In lieu of a Performance Bond, the Concessionaire, at Concessionaire's option may deposit with the Lessor, a cash amount, or an irrevocable letter of credit equal to the amount of the required bond. In the event Concessionaire chooses to provide a letter of credit as security, the letter of credit shall be irrevocable for the period of performance, and shall be payable on demand by Lessor. Said deposit will be held as security and refunded in full at the end of the term of this Agreement unless used to satisfy the Concessionaire's financial obligations herein.

In the event that Concessionaire fails to provide said security for the first Contract Year as provided herein, Concessionaire will have no rights hereunder. In the event said security is not provided ten (10) days prior to each Contract Year anniversary date, Concessionaire shall be in default and Concessionaire's interest may be terminated.

At least thirty (30) days prior to the expiration of its performance bond, the Lessor shall be notified in writing of the implementation of the replacement bond. Failure to provide the Lessor with a performance bond or other satisfactory instrument prior to the expiration of a current bond shall result in a \$100 daily penalty for each day there is no bond in place, shall be an event of default under the terms of this Agreement, and Concessionaire's interest may be terminated.

12. PARTIAL DAMAGE. If all or a portion of the Airport Terminal Building premises is partially damaged, but not rendered untenable, the same will be repaired with due diligence by Lessor, provided, that if the damage is caused by the negligent act or omission of Concessionaire, its agents, employees or successors, and said damage or destruction is not covered by Concessionaire's insurance coverages, Concessionaire shall reimburse Lessor for the cost and expense incurred in said repair.

13. EXTENSIVE DAMAGE. If the damages referred to in Section 12 above, shall be so extensive as to render the Airport Terminal Building premises untenable, but capable of being repaired, the same shall be repaired with due diligence by Lessor, and the charges payable herein for the Car Rental Counter and associated area, and the Concessionaire's MAG shall abate prorata from the time of said damage or destruction until such time as temporary facilities are provided or said premises are fully restored and certified by Lessor's engineers as ready for occupancy; provided, that if said damage is caused by the negligent act or omission of Concessionaire, its agents, employees, or successors, said fees and charges will not abate and to the extent that said damage or destruction is not covered by Concessionaire's insurance coverages, Concessionaire shall reimburse Lessor for the cost and expenses incurred in said repair. If within twelve (12) months after the time of said damage or

destruction said premises are not repaired or reconstructed, Concessionaire may cancel this Agreement in its entirety by giving Lessor thirty (30) days notice in writing.

14. LIMITATION ON LESSOR'S OBLIGATIONS TO REPAIR. As applied in the foregoing Sections 12 and 13, Lessor's obligations shall be limited to repair or reconstruction to the same extent and of equal quality as existed at the time of the damage or destruction. Redecoration and replacement of furniture, equipment, and supplies shall be the responsibility of Concessionaire, unless damage or destruction was caused by Lessor, and any redecoration, refurnishing and re-equipping shall be of equivalent quality to that originally installed hereunder.

15. TERMINATION. This Agreement shall terminate at the end of the full term hereof without any notice by either party. A holding over by the Concessionaire, its assigns or sublessees beyond the expiration of the term shall not be permitted without the written consent of the Director of Aviation and Transit and then only on a month-to-month basis.

Concessionaire shall have the right to remove all of its movable furniture, fixtures, machinery and equipment, and all other personal property installed by it on the Leased Premises, and all expenses connected with such removal shall be borne by the Concessionaire. Said property shall be promptly removed upon the termination of this Agreement. Removal of Concessionaire's personal property by Lessor because of failure of Concessionaire to do so shall be at Concessionaire's expense.

16. CANCELLATION BY CONCESSIONAIRE. This Agreement shall be subject to cancellation by Concessionaire upon one or more of the following events:

- A. The permanent abandonment of the Airport as an air terminal.

B. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control, or use of the Airport, or any substantial parts thereof, in such a manner as substantially to restrict Concessionaire for a period of at least ninety (90) days from operating thereon.

C. Issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport and the remaining in force of such injunction for a period of at least ninety (90) days.

D. The default by Lessor in the performance of any covenant or agreement herein required to be performed by Lessor and the failure of Lessor to remedy such default for a period of sixty (60) days after receipt from Concessionaire of written notice to remedy the same.

E. The complete destruction of the Leased Premises.

17. CANCELLATION BY LESSOR. This Agreement shall be subject to cancellation by Lessor in the event Concessionaire shall:

A. Be in arrears in the payment of the whole or any part of the amount agreed upon hereunder for a period of ten (10) days after the time said payments become due.

B. File a voluntary petition in bankruptcy.

C. Abandon the demised area.

D. Other than being in arrears on payments due the Lessor as described hereinabove, default in the performance of any of the covenants required herein to be

kept and performed by Concessionaire and such default continues for a period of thirty (30) days after written notice from Lessor of said default. Any default shall be deemed a material breach of this Agreement.

18. MAKING MINIMUM ANNUAL FEES. In the event Concessionaire is unable to make the MAG as provided in Section 4, Subsection A (4) by reason of war, or take over by public authority, the MAG shall be adjusted for the period of incapacity provided, however, the ten percent (10%) of all Gross Receipts provision shall remain in full force and effect. The MAG will resume after removal of the incapacity.

19. INSPECTION. Lessor, by its officers, employees, agents, and representatives, shall have the right at a reasonable time to enter upon the demised area for the purpose of inspecting same, for observing the performance by Concessionaire of its obligations hereunder, and for the doing of any act which Lessor may be obligated or have the right to do under this Agreement.

21. ATTORNEY'S FEES AND COSTS. Should either party employ an attorney or attorneys or utilize the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Agreement, the nonprevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorney's fees, including fees for in-house attorneys, expended or incurred in connection therewith.

22. GOVERNING LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue in any proceedings held hereunder shall be in the State of Montana Thirteenth Judicial District Court, Yellowstone County, Montana.

23. QUIET ENJOYMENT. Concessionaire, upon payment of rent and all other fees and charges, and upon observation of the terms of this Agreement, shall lawfully and quietly hold, occupy, and enjoy the demised premises during the full term of this Agreement, without hindrance or disturbance from Lessor or anyone claiming by, through, or under Lessor. Except, that Lessor shall specifically have the right to expand, renovate, or improve the Airport Terminal Building and other car rental facilities, without being liable to Concessionaire for disturbance.

24. NOTICES. Notices to Lessor provided for herein shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Director of Aviation and Transit
Billings Logan International Airport
1901 Terminal Circle, Room 216
Billings, MT 59105

and notices to Concessionaire, if sent by certified mail, postage prepaid, addressed to:

or to such other addresses as the parties may designate to each other in writing from time to time.

25. SUCCESSORS AND ASSIGNS. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of successors in interest and assigns of the respective parties hereto.

26. ASSIGNMENT AND TRANSFER. Concessionaire shall not assign, transfer, or sublease its rights and premises hereunder without the prior written consent of Lessor. The Lessor may condition approval upon such things as the Lessor deems appropriate or deny the transfer for proper cause.

27. EFFECT OF INVALID PROVISION. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provisions to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of _____ 20__.

ATTEST:

CITY OF BILLINGS

BY _____
CITY CLERK

BY _____
MAYOR

APPROVED AS TO FORM

CONCESSIONAIRE

BY _____
CITY ATTORNEY

BY _____

DRAFT 3

Regular City Council Meeting

Date: 09/13/2010

TITLE: Approval to Purchase Eleven (11) Police Vehicles

PRESENTED BY: Rich St. John

Department: Police

Information

PROBLEM/ISSUE STATEMENT

The Police Department has eleven (11) patrol vehicles to replace in the FY11 Equipment Replacement Plan (ERP). The State of Montana does an RFP for law enforcement vehicles annually. Local government agencies are allowed to use the same vendor that the State chooses for its highway patrol vehicles. Bison Ford Motor Company, Great Falls, Montana, was selected as the vendor to provide the State of Montana with the Ford Crown Victoria patrol vehicles in 2010. Staff recommends purchasing the replacement patrol cars from Bison Motors because local vendors could not compete due to the volume done through the State contract. The ERP Committee closely checks before approving the purchase of any new vehicles, to make sure the purchases are warranted on the basis of the use of the vehicles. Ford Motor Company is rolling over the prices from 2010 at \$23,984.67 for each vehicle. The City will select an updated wiring and light package for an additional \$225 per vehicle. Therefore, the price per vehicle will be \$24,209.67. Staff is requesting Council approval to purchase 11 patrol vehicles from Bison Ford Motor Company of Great Falls for the price of \$24,209.67 each, or a total cost of \$266,306.37.

ALTERNATIVES ANALYZED

The City Council may:

- Approve purchase of the 11 patrol vehicles, or
- Not approve the purchase of the 11 patrol vehicles.

FINANCIAL IMPACT

The 11 replacement patrol vehicles are budgeted in the 2011 equipment replacement fund budget.

RECOMMENDATION

Staff is requesting Council approval to purchase 11 patrol vehicles from Bison Ford Motor Company of Great Falls for the price of \$24,209.67 each, or a total cost of \$266,306.37.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Date: 09/13/2010

TITLE: Request Patrol Vehicle #1422 Title be Transferred to Yellowstone County

PRESENTED BY: Rich St. John

Department: Police

Information

PROBLEM/ISSUE STATEMENT

Police Vehicle #1422, a 2003 Ford Crown Victoria, VIN #2FAHP71W83X182245, has been retired from service this year. The mileage is 99,512. City staff would like to transfer title of this vehicle to Yellowstone County for use at the firing range by both the Billings Police Department and Yellowstone County Sheriff's Office. Both law enforcement departments, as well as others, will be able to use the vehicle for training while at the range. Officers will shoot from the vehicle while doing high risk traffic stop training, etc. The older model rotating light bar will remain on the vehicle and will be used for low light conditions. City staff is requesting Council approval to transfer title of patrol vehicle #1422 to Yellowstone County.

ALTERNATIVES ANALYZED

The City Council may:

- . Approve transfer of title to Yellowstone County for vehicle #1422; or
- . Not approve transfer of title to Yellowstone County for vehicle #1422.

FINANCIAL IMPACT

Auction bids for used, high mileage police vehicles are typically around \$2,000. The City will lose this potential revenue but the car's use at the shooting range continues to provide value to the City.

RECOMMENDATION

Staff is requesting the title be transferred to Yellowstone County on vehicle #1422, a 2003 Ford Crown Victoria, VIN #2FAHP71W83X182245, for use at the firing range.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Date: 09/13/2010

TITLE: Confirmation of Probationary Police Officers

PRESENTED BY: Rich St. John

Department: Police

Information

PROBLEM/ISSUE STATEMENT

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

ALTERNATIVES ANALYZED

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

FINANCIAL IMPACT

None.

RECOMMENDATION

City staff recommends Officers Maxwell Battle, Samantha Puckett and Daren Haider be confirmed as Billings Police Officers.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Date: 09/13/2010

TITLE: W.O. 09-02, Miscellaneous/Developer Related Project Sidewalk Easement - 2102 17th St. W.

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

WO 09-02, Miscellaneous/Developer Related project, is constructing sidewalk along 17th Street West from Poly Drive to Colton Boulevard. The property owner, Billy Jack Stone, at 2102 17th Street West has existing trees located out to the curb line. In order to save the trees, the city has agreed to route the sidewalk around the trees and Mr. Stone has agreed to grant the city a sidewalk easement.

ALTERNATIVES ANALYZED

The Council may:

- Accept the sidewalk easement, or
- Do not accept the sidewalk easement.

FINANCIAL IMPACT

There is no significant financial impact with acceptance of this right of way easement.

RECOMMENDATION

Staff recommends that Council accept the sidewalk easement from Bill Jack Stone, owner of the property at 2102 17th Street West.

APPROVED BY CITY ADMINISTRATOR

Attachments

Sidewalk Easement

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

RIGHT-OF-WAY EASEMENT

THIS INDENTURE, made and entered into this _____ day of _____, 20____, by and between the following:

Billy Jack Stone
2102 17th Street West
Billings, Montana 59102,
hereinafter referred to as **GRANTOR**

and

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

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

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

A tract being in the SW1/4 of Section 31, T.1N., R.26E., P.M.M., City of Billings, Yellowstone County, Montana, said tract being more particularly described as follows:

Beginning at the southwest corner of Block 1, Cellan Acre Tracts, recorded December 21, 1940, under document no. 356809, records of Yellowstone County, Montana; thence N00°16'00"W for a distance of 10.89 feet; thence S51°06'44"E for a distance of 10.20 feet; thence S89°54'00"E for a distance of 92.09 feet; thence S00°16'00"E

for a distance of 4.50 feet; thence N89°54'00"W for a distance of 100.00 feet to the point of beginning. Said tract contains 450 square feet.

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

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

GAMMY GROUP, LLP

BY: _____

PRINTED
NAME: _____

ITS: _____

STATE OF MONTANA)
 :SS
County of Yellowstone)

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

Notary Public in and for the State of Montana
Printed Name: _____
Residing at _____
My commission expires _____

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

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

Mayor, City of Billings

ATTEST:

City Clerk

STATE OF MONTANA)
 :SS
County of Yellowstone)

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

Notary Public in and for the State of Montana

Printed Name: _____
Residing at _____
My commission expires _____

Regular City Council Meeting

Date: 09/13/2010

TITLE: WO 10-01; 2010 Water & Sanitary Sewer Replacement Projects, BBWA Canal Encroachment Permit

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Before the City may replace an existing sanitary sewer main that crosses the Billings Bench Water Association (BBWA) canal at the north end of the alley between North 23rd and North 24th Streets, it must execute an encroachment permit for the BBWA. The BBWA plans to operate the canal until October 15 and will not allow the canal to be crossed until after it is shut-down following the irrigation season. City staff desires that this encroachment permit be executed prior to October 15 so that the Contractor can cross the canal with the new sewer as soon as allowable.

ALTERNATIVES ANALYZED

If the City is unable to execute the encroachment permit, it will be unable to legally cross the BBWA canal with a new public sewer main. Without this public utility in place, the City cannot complete a critical portion of work in Schedule 1 of the WO 10-01 Water and Sanitary Sewer Replacement Projects. The subject sewer main requiring replacement serves all residences above the BBWA canal in that geographical area, including lower and upper Mountain View Boulevard.

FINANCIAL IMPACT

Since the City has a previous easement across the canal at this location, the only financial impact will be a \$42 recording fee.

RECOMMENDATION

Staff recommends that Council approve and the Mayor execute the BBWA canal crossing encroachment permit.

APPROVED BY CITY ADMINISTRATOR

Attachments

BBWA Encroachment Permit

ENCROACHMENT PERMIT

THE BILLINGS BENCH WATER ASSOCIATION (BBWA) hereby quit Claims to CITY OF BILLINGS as (Permittees or Grantee), revocable permission to encroach on main canal to repair sewer line located on north end of the alley located between North 23rd and North 24th Streets. More specifically the repair will involve:

A portion of the north canal sidewall (approx. 24' wide) will be removed to allow the repair of the underlying 8" sanitary sewer main and the replacement of a sewer manhole just north of the canal. Prior to replacement of the sidewall, structural fill will be placed and compacted and a bentomat liner will be installed. The new sidewall will be keyed into the bottom and adjacent side concrete slabs to prevent undercutting and will also have #3 rebar placed at 12" O.C. to further strengthen the connection. Additionally, a waterstop will be placed along the seams to prevent any leakage from the canal. . BBWA grants construction on canal bottom and existing truck ramps to transport equipment to reach construction area provided canal is left in better condition than now exists. Plans for the repair are included as Attachment 1.

Sec. 32, TIN, R26E.

Subject to the following terms and conditions.

WHEREAS persons may not encroach upon or otherwise use or impair BBWA's Canal, or its primary or secondary easement, without obtaining approval and an easement therefore:

1. **PLANS AND SPECIFICATIONS OF ANY "ENCROACHMENT" or "DISTURBANCE" OR "PLACEMENT OF FACILITY":**

An "encroachment" or "disturbance" or "placement of facility" means the construction or the placement, and any work associated therewith, of any facility, including utility lines, pipes, pipeline, culverts, bridges, trees, buildings, etc. over, across, on, under, through or near the BBWA'S canal, laterals, embankment, or right-of-way thereof.

2. Any "encroachment", "disturbance" or "placement of facility" by PERMITTEE, over, across, under, on or near BBWA's canal, laterals, and embankment thereof, MUST BE DONE BETWEEN NOVEMBER 1, AND APRIL 1, of each year, unless a specific written exception is granted by BBWA. 'PERMITTEE', shall contact BBWA, at least twenty-four (24) hours in advance of any actual "encroachment" "disturbance", or "placement of facility."
3. Any "disturbance", or "encroachment", or "placement of facility", must be properly reclaimed. Any cuts or disturbance of BBWA's main canal and embankment shall be reclaimed by pouring a concrete slab four inches thick in the disturbed area, plus ten feet up-stream and ten feet downstream from the disturbed area and a foot above the high water line. One-foot upstream and downstream edges should be angled into the ground 8" deep to prevent undercutting of the slab.

On bridges and pedestrian bridges, BBWA requires, that a concrete slab be poured under the bridges a distance of the length and width of the bridge, plus ten feet up-stream and ten feet down-stream from the structure to one foot above the high water line.

On lateral crossings, BBWA requires using riprap and necessary measures to insure that the soil integrity of the canal will not give away or leak. All cuts in the laterals shall be lined with high swelling sodium type bentonite such as is produced by Wyo-Ben Inc. or other impervious material as agreed to by BBWA.

Requirements for boring under the canal: A cement pad must be placed for 10 feet upstream and down stream on the bottom of the canal directly above the installation and it must be at least 4" thick. The slab will be Steel Reinforced of minimum thickness 4" covering the bottom and both sides to one foot above the high water mark. The flow line must be kept at the same level as present ditch.

Final details of reclamation shall include:

Soil compaction per attached exhibits, surface restoration per attached exhibits, and grass areas will be sodded. Final reclamation shall be approved by BBWA prior to and after PERMITTEE'S "encroachment" "disturbance" placement of facility.

4. The installation of any culvert, bridge, fence, or any other "facility" will be such as to allow BBWA access to cleaning and allow safe and efficient operation, maintenance of its canals and laterals.

5. **BBWA shall be entitled to use the road easement in the operation and maintenance of its canal. The "Permittee" shall have right of access and enjoyment of its easement under this agreement so long as such use and enjoyment by "Permittee" does not interfere with the normal operation and maintenance of BBWA'S canals and only so long as the encroachment otherwise complied with the bylaws of BBWA as they may exist from time to time.**
 6. **The "Permittee", will take necessary actions to insure that the easement does not create a nuisance or hazard to the public, or that the easement will not interfere with other utility easements.**
 7. **The "Permittee" shall take necessary precautions to warn or prevent the public from using BBWA'S easement, in a manner which might result in harm or damage to BBWA'S canal, the "Permittee", or the public including the construction of a safety curb along the canal, and posting "No Trespassing" signs along the canal.**
 8. **The "Permittee" shall be responsible for the cleaning, and maintaining; of any facility it constructs or places in BBWA'S canal or laterals. "Permittee" shall be responsible for any damage associated with and "encroachment", "disturbance", or "placement of facility", by PERMITTEE". BBWA may, but has no duty to repair, replace or clean any structure of Permittee and assess against the PERMITTEE the cost thereof.**
 9. **The "PERMITTEE", and/or its contractors, shall provide BBWA with Proof of insurance, prior to any "encroachment", "disturbance", or placement of facility."**
-

BBWA'S general costs and expenses associated with this permit include a review of "Permittee's" plans, site inspection, development and operation of this permit system, record keeping, on site inspection prior to, during and after construction, and possible inconvenience and expense related to said "encroachment", "disturbance", or "facility", during future years of operation, maintenance, and cleaning BBWA'S canals and laterals. If BBWA has to clean, repair, or maintain any "encroachment", "disturbance", or facility, of PERMITTEE, BBWA shall do so, and send the "Permittee" a bill for such services.

10. **"PERMITTEE" is liable for any consequential damages related to or caused by "Permittee's" "encroachment", "disturbance", or "facility". "Permittee" agrees to indemnify and hold harmless the BBWA from any damages arising out of "PERMITTEE'S" "Encroachment", "Disturbance"**

or "Facility". In accepting this PERMIT, The permittee, its/his successors or assigns, agree to protect BBWA and save it harmless from all claims, actions or damage of every kind and description which may accrue, to or be suffered by, any person or persons, corporations or property by reason of the performance of any such work, character of materials used or manner of installations, maintenance and operation or by the improper occupancy of said encroachment, and in case any suit and/or action is brought against BBWA and arising out of, or by reason of, any of the causes, the "PERMITTEE" its/ his successor assigns, will upon notice to it/him of the commencement of such action defend the same at its/his sole cost and expense and satisfy any judgment which may be rendered against BBWA in any such suit or action.

11. In the event BBWA shall at any time in the future change the location or elevation of its canal or lateral at the point above referred to, necessitating any change in the location of the pipeline, the cost of the change or location of such pipeline to meet the needs of the BBWA, shall be borne by the "Permittee".
12. In the event the BBWA in the enjoyment and operation of the irrigation system, damages the pipeline of the "Permittee", that the "Permittee" will not claim any damage from the BBWA except in such instances as the damage is caused by the willful or gross negligence of the BBWA, its representatives, contractors, agents or servants.
13. If BBWA owns less than the entire and undivided fee simple title in said lands, then this easement applies only to the interest they have.
14. This Permit shall also be binding on any other successor or assignee of the "Permittee". THIS PERMIT SHALL RUN WITH THE LAND. Any successor in interest of "Permittee" shall immediately be bound by the terms of this agreement by any use of its benefits of the encroachment permit.
15. If "Permittee" is a contractor, agent, or other representative for another principal, city or county government, or any other person or entity, this permit shall be binding on such principal, government, and such other person or entity. This permit shall also be binding on any other successor or assignee of the "Permittee", and such entity waives all defenses of sovereign immunity, statutory, or constitutional rights of home rule.
17. In the event of a dispute over the terms and conditions of the Agreement, The BBWA shall be entitled to its reasonable attorney's fees and costs from the "Permittee", whether or not the same are incurred in connection with any lawsuit.

18. The Permittee warrants that it is authorized to enter into this agreement for and on behalf of all persons claiming an interest in this permit.
19. Each and every person using such permit shall by their use covenant and agree to be bound by the terms hereof to the same extent as the Permittee.
20. The Permit may not be assigned without written consent of BBWA.
21. Other terms, conditions and exceptions include: Compaction tests will be taken in the fill area. All soil will be replaced to a minimum of 95% of maximum density as determined by ASTM-D698 test method. All testing will be at the cost of the Permittee. Test results will be provided to the BBWA office.

Dated this 14 day of July, 2010.

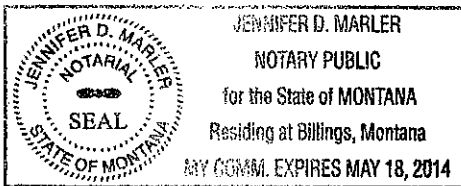
BILLINGS BENCH WATER ASSOCIATION

By *Gary M. Davis*
 It's Gary Davis, President

STATE OF MONTANA)
) SS
 COUNTY OF YELLOWSTONE)

On this 14 day of July, 2010, before me, the undersigned, Notary Public for the State of Montana, personally appeared GARY M. DAVIS, known to me to be the President of Billings Bench Water Association, whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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



Jennifer D. Marler
 Notary Public for the State of Montana
 (Printed name) Jennifer D. Marler
 Residing at Billings
 My commission expires May 18, 2014

CITY OF BILLINGS:

I AGREE TO THE TERMS AND CONDITIONS OF THIS PERMIT:

By _____
It's _____

STATE OF MONTANA)

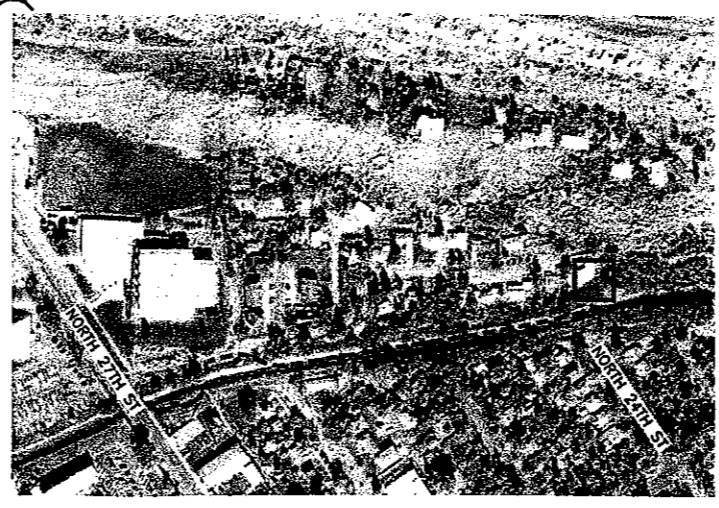
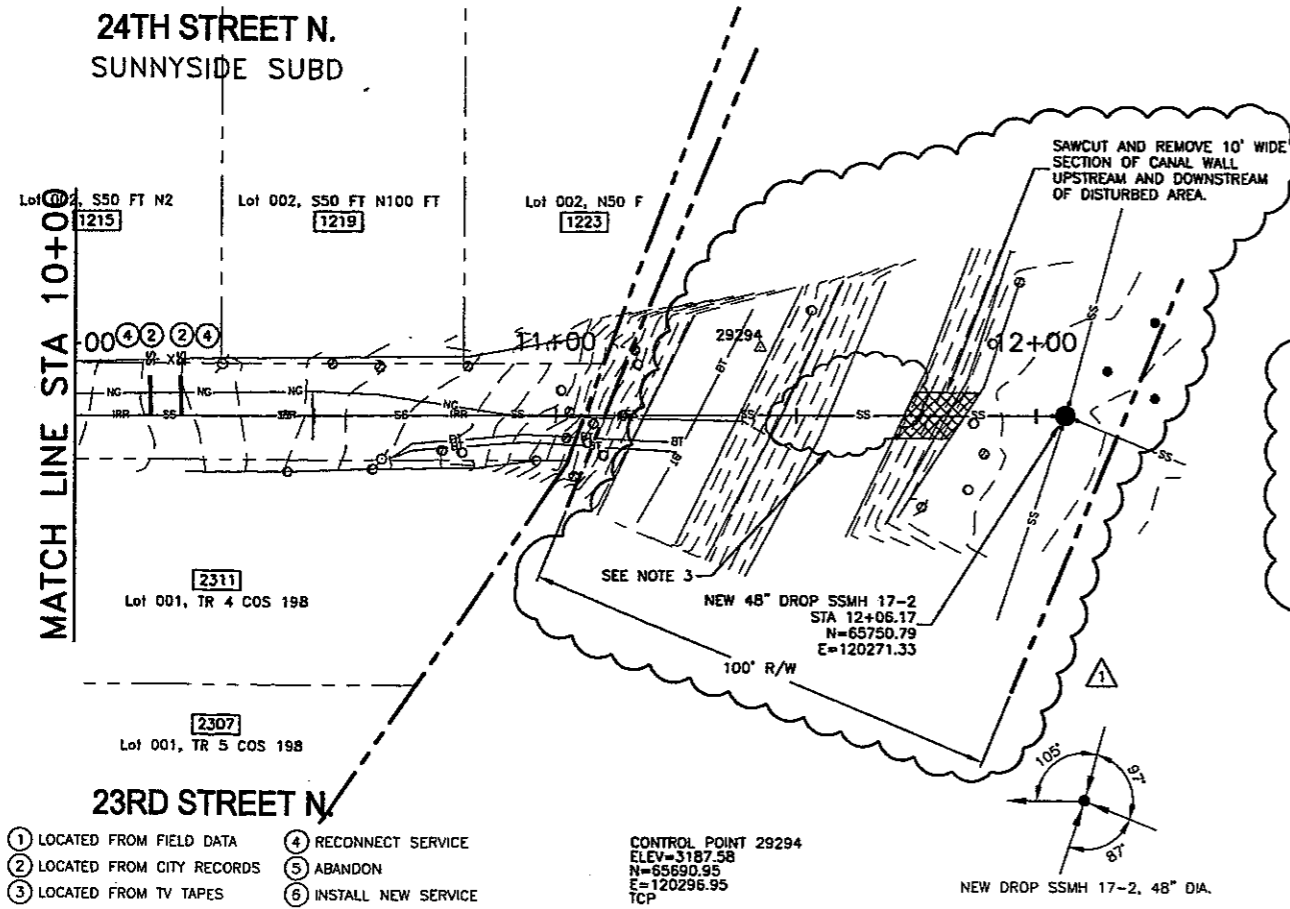
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COUNTY OF YELLOWSTONE)

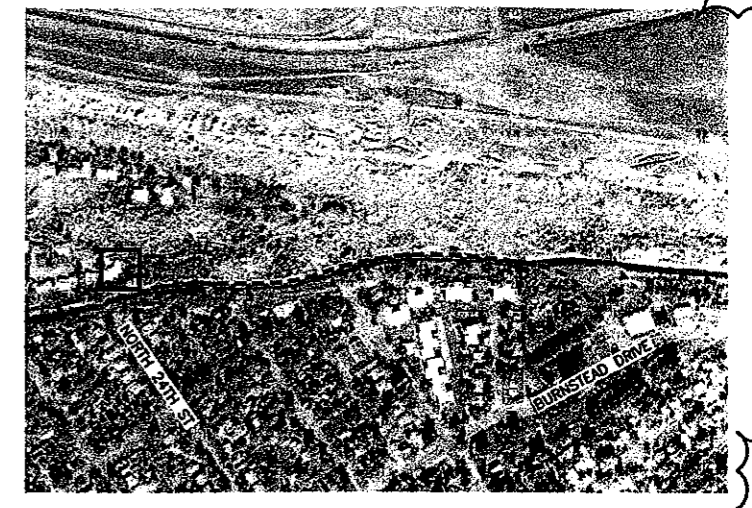
On this _____ day of _____, 20__, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the _____ for the City of Billings, and the person whose name is subscribed on this instrument and acknowledged to me that he executed the same.

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

Notary Public for the State of Montana
(Printed name) _____
Residing at _____
My commission expires _____

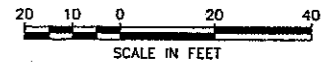


RAMP AT NORTH 27TH AVE.
SCALE: N.T.S.

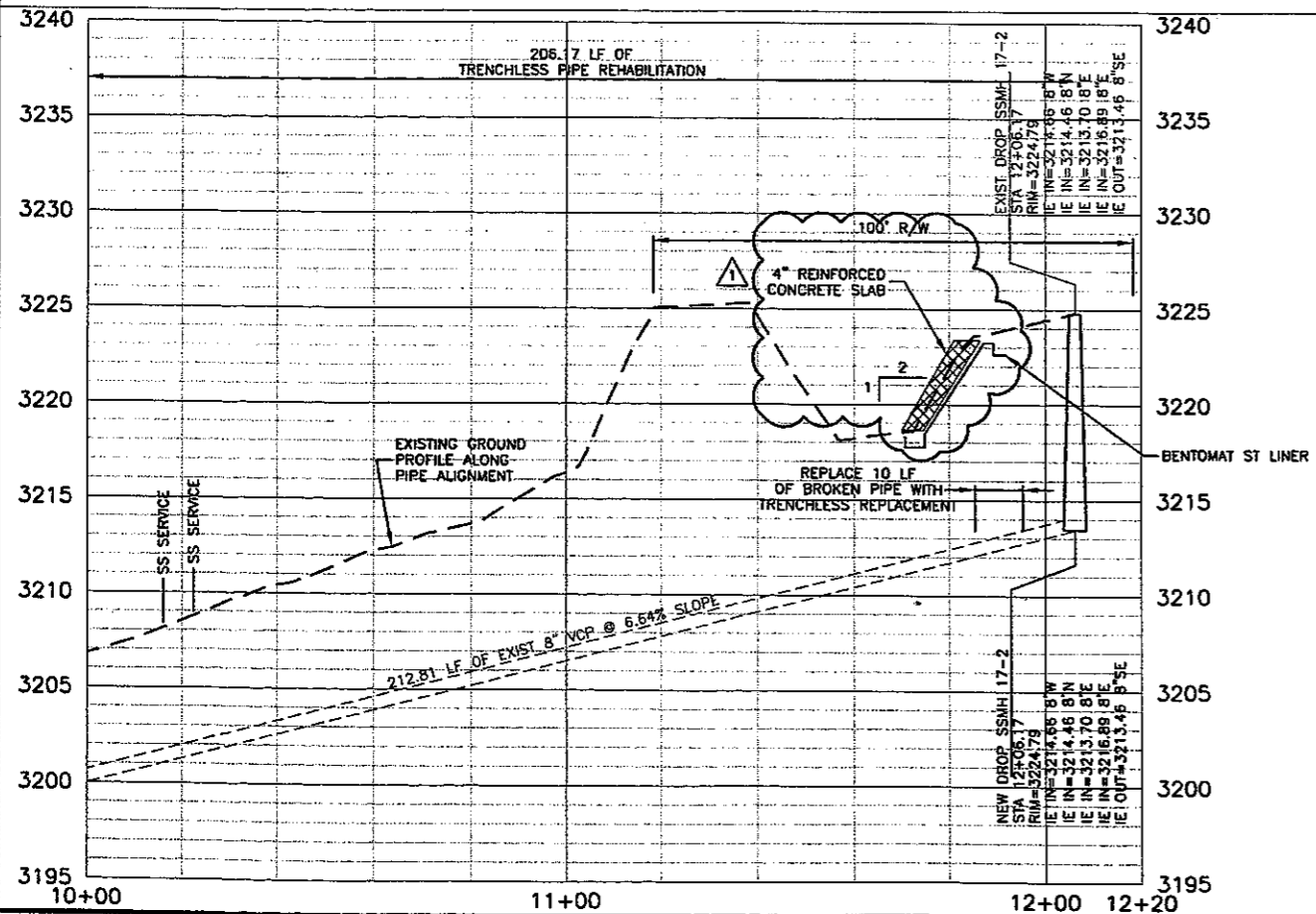


RAMP AT BURNSTEAD DRIVE
SCALE: N.T.S.

NOTE:
ACCESS TO SSMH 17-2 SHALL BE VIA THE BBWA CANAL AT THE ACCESS RAMPS SHOWN ABOVE.

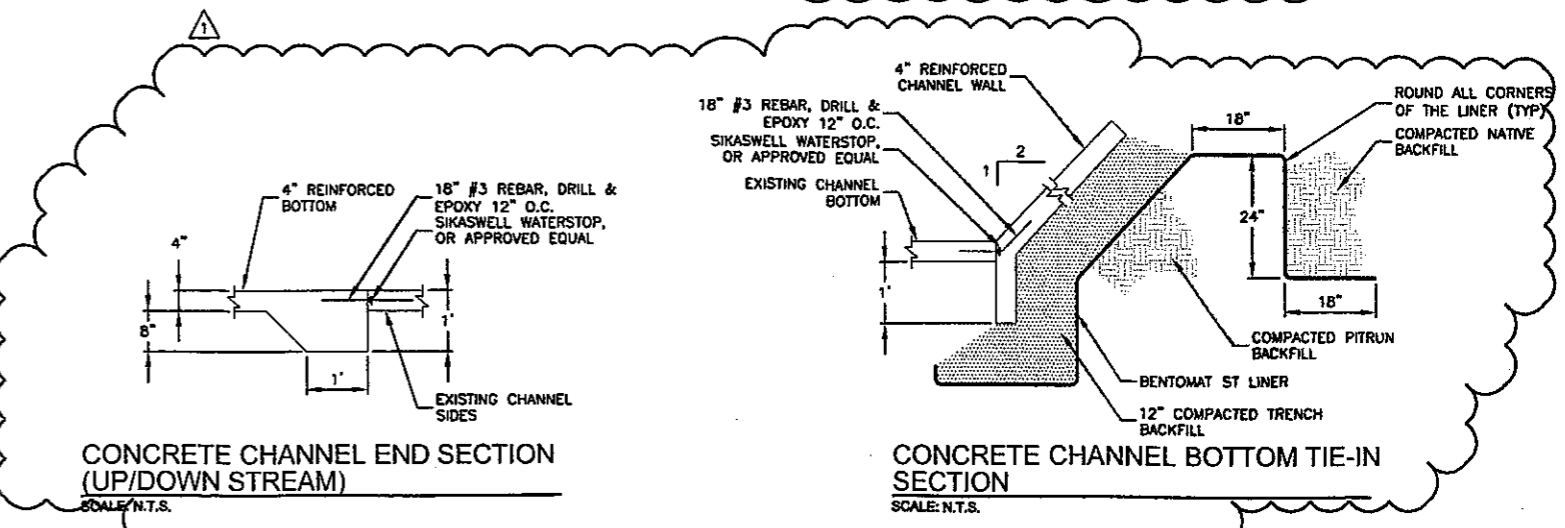


PROFILE
HORIZ. 1"=20'
VERT. 1"=5'



CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES FOR LOCATES BEFORE COMMENCING WORK. CALL BEFORE YOU DIG. 1-800-424-5555

- NOTES:
- PLEASE CONTACT VERN CARPENTER, WITH THE SUNNYSIDE WATER ASSOCIATION, AT 690-8022 WITH ANY CONCERNS REGARDING THE IRRIGATION SYSTEM.
 - THE WORK AREA FOR SSMH 17-2 SHALL BE LIMITED TO WITHIN THE BBWA CANAL RIGHT-OF-WAY.
 - CONTRACTOR SHALL BE AWARE THAT ANY DAMAGE TO THE CANAL IN ADDITION TO THE REPLACED SIDEWALL, WILL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER, OR BBWA.



ADDENDUM NO. 1

VERIFY SCALE!		REVISIONS			
NO.	DESCRIPTION	DATE	BY		
1	ADDENDUM NO 1	3/24/10	RLI		

MODIFY SCALE ACCORDINGLY!

DOWL HKM
GRANITE TOWER BUILDING
225 N. 32ND ST., SUITE 700
P.O. BOX 21318
BILLINGS, MT 59107-1318
406-656-6399
406-656-6398 (FAX)
DOWLHKM.COM

MORRISON MAIERLE, INC.
An Employee-Owned Company

315 N. 25th Street, Suite 402
Billings, MT 59101
Phone: (406) 656-6000
Fax: (406) 656-6432

ENGINEERS
SURVEYORS
SCIENTISTS
PLANNERS

DRAWN BY: RLL
CHECKED BY: DS
DATE: _____
Q.A. REVIEW BY: _____
DATE: _____

BILLINGS MONTANA

2010 WATER AND SEWER-REPLACEMENT PROJECTS SCHEDULE 1

23RD STREET NORTH SEWERLINE STA 10+00 TO 12+00

PROJECT NUMBER 0686.174-0211
SHEET NUMBER 12
DRAWING NUMBER 23RD-S3

Regular City Council Meeting

Date: 09/13/2010

TITLE: W. 05-15 Howard Heights Storm Drain Project

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

The Howard Heights Storm Drain project was approved by Council at its July 26, 2010, meeting. As part of the project, a private residential lot (Lot 1, Block 3, Howard Heights Subdivision) should be purchased to provide for added detention pond capacity, access to an oil/water separator which will help keep contaminants out of the storm drain system and room for a future pedestrian trail through the park. Attached is the warranty deed which is the conveyance method for acquiring the lot. Once approved by Council, staff will purchase the lot for the negotiated price and record the warranty deed.

ALTERNATIVES ANALYZED

- Purchase Lot 1, Block 3, Howard Heights Subdivision as part of the Howard Heights storm drain project; or
- Do not purchase the lot and redesign detention pond and access route to oil/water separator.

FINANCIAL IMPACT

Based upon an appraisal by The Appraisal Group and negotiations with the lot owner, the City is offering to purchase Lot 1, Block 3, Howard Heights Subdivision for \$24,150.93. As this is part of an existing storm drain project, funds to purchase the lot will be paid for through storm drain funds.

RECOMMENDATION

Staff recommends that Council approve purchasing Lot 1, Block 3, Howard Heights Subdivision in the amount of \$24,150.93.

APPROVED BY CITY ADMINISTRATOR

Attachments

Warranty Deed

Exhibit A - Subdivision Plat

Project No. W.O. 05-15 Parcel No. 1 County of Yellowstone
Designation Howard Heights Storm Drain Project

WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 20____.

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

Rod Lorenz
CMYL INC
5060 Maple Ridge Circle
Billings, MT 59106

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

Lot 1, Block 3, Howard Heights Subdivision, situated in the SW ¼ of Section 22, Township 1 North, Range 26 East, P.M.M., Yellowstone County, Montana. Said Lot contains 12,419 square feet.

AS SHOWN by Exhibit "A", consisting of one sheet attached hereto and made a part hereof.

PURPOSE OF ACQUISITION is to construct public storm drain through the property.

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

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

TO HAVE AND TO HOLD the above described and conveyed premises, with all the reversions, remainders, tenements, hereditaments and appurtenances thereto, unto the **CITY OF BILLINGS**, and to its successors and assigns forever.

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

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

Mayor, City of Billings Date

ATTEST: _____

City Clerk

STATE OF MONTANA)
 :SS
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared _____ as Mayor and _____ City Clerk of Billings known to me to be the persons who signed, respectively, and acknowledge to me that they executed the foregoing instrument. IN WITNESS WHEREOF, I have hereunto set my hand and my seal the day and year herein above written.

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

Print Name

Regular City Council Meeting

Date: 09/13/2010

TITLE: Pilgrim Congregational Church 100 Year Anniversary

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Pilgrim Congregational Church requests a street closure for their 100 year celebration. The closure request is on South 36th Street between 4th and 5th Avenues South and 4th Avenue South between South 36th Street and the alley to the east on September 18, 2010 from 8:00 a.m. to 9:00 p.m. There will be indoor activities at the church and outdoor activities in the parking lot which is across 4th Avenue South. Activities include a car show and bake sale.

Recommended conditions of approval include the Pilgrim Congregational Church to:

1. Contact all businesses and residents making them aware of street closure prior to the event
2. Clean the area to be used and provide and empty waste cans
3. Notify all emergency facilities, bus lines and media in advance of the event
4. Provide and install adequate traffic barricades and signs directing motorists around the closure
5. Provide certificate of insurance naming City of Billings as additional insured
6. Provide a minimum of 10ft wide unobstructed lane on all streets that will be closed for emergency access

ALTERNATIVES ANALYZED

The Council may:

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

FINANCIAL IMPACT

There are no costs to the City of Billings other than administrative time to process permit. Traffic control and litter removal are to be paid for and/or completed by the Pilgrim Congregational Church.

RECOMMENDATION

Staff recommends that Council approve the closure named above for Pilgrim Congregational Church for their 100 year celebration on September 18, 2010 from 8:00 a.m. to 9:00 p.m.

APPROVED BY CITY ADMINISTRATOR

Attachments

Pilgrim Church Closure



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 Pilgrim Congregation Church

ORGANIZATION MAKING APPLICATION Paster John Sellers

PHONE 252-8390 698-1954-Vicki

ADDRESS 404 So 36 St Billings MT 59101
CITY STATE ZIP

EMAIL ADDRESS _____

APPROXIMATE TIME EVENT WILL:

Assemble _____ Start 8:00 am. Disband 9 pm.

DATE OF EVENT Sept 18, 2010

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

100th Anniversary of THE church. The parking lot will have a car show. The Church will have bake sale outside + Activities Inside.

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

Street Closure ATTACHED

BLOCK PARTY STREET LOCATION (IF APPLICABLE):

N/A

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

The Church members will provide "do 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 John A. Miller DATE 8/11/10
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 |

3rd Ave South

36 Street
~~36 Street~~

Church Parking Lot
- CAR STOR -

4th Ave South

Algrim Corporation
Church

Alley - Church

ALLEY

37 Street

Paris
Shipston

5th Ave South



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/16/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER Glidewell Investments & Insurance Group, Inc. 2001 S Russell PO Box 4207 Missoula MT 59801-6621		CONTACT NAME: Debi Devine PHONE (A/C, No. Ext): (406) 728-0793 FAX (A/C, No): (406) 728-2711 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 00002130	
INSURED Pilgrim Congregational Church 409 S 36th St Billings MT 59101-3653		INSURER(S) AFFORDING COVERAGE INSURER A: Brotherhood Mutual JUL 23 2010 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 10 City of Billings **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			25M5A0379532	9/30/2009	9/30/2010	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 5,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input type="checkbox"/> 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 DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 For 100 Year Anniversary Event on 9/18-9/19/10, for street closure. Certificate holder is listed as additional insured for this event, subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER City of Billings Attn: City Permits Dept 210 N 27th Billings, MT 59102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Debi Devine/DEBI <i>Debi Devine</i>
--	---

Regular City Council Meeting

Date: 09/13/2010

TITLE: Skyview High School Homecoming Parade

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Skyview High School requests permission to hold its annual Homecoming parade on Friday, October 1, 2010, from 12:45 pm to 2:00 pm (including set up and disbanding time). They will be assembling at the Skyview High School parking lot and proceeding down Wicks Lane to St. Bernard's Church.

Recommended conditions of approval include Skyview High School:

1. Clean the area to be used after the event and provide and empty waste cans
2. Contact area residents affected by the parade and make them aware of the event
3. Notify all emergency facilities, bus lines and media at least two weeks in advance of the event
4. Provide and install adequate traffic signs directing motorists around parade
5. Provide a certificate of insurance with required liability amounts naming the City of Billings as additional insured

ALTERNATIVES ANALYZED

The Council may:

- Approve request for parade route and event; or
- Deny the parade route and event.

FINANCIAL IMPACT

There are no costs to the City of Billings other than administrative time to process application. Police, traffic control and litter removal are to be paid for the by Skyview High School.

RECOMMENDATION

Staff recommends that Council approve the annual parade route named above on October 1, 2010 for Skyview High School's Homecoming Parade.

APPROVED BY CITY ADMINISTRATOR

Attachments

Skyview Homecoming



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 Kurt Wohler

ORGANIZATION MAKING APPLICATION Skyview

PHONE School → 281-5200 Personal work 281-5271 cell 671-7798

ADDRESS 1775 High Sierra Blvd Billings MT 59105

EMAIL ADDRESS wohlerk@billings.k12.mt.us

APPROXIMATE TIME EVENT WILL:

Assemble 12:45 pm Start 1:00 pm Disband 2:00 pm

DATE OF EVENT Friday October 1st 2010

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

Skyview High School Homecoming Parade
- Student Faculty Floats

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

leave Skyview's Main Parking lot, exit to
High Sierra, to Wicks, Wicks lane east until
St. Bernards Church

BLOCK PARTY STREET LOCATION (IF APPLICABLE):

N/A

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

- Volunteer Students/Staff/Parents

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.

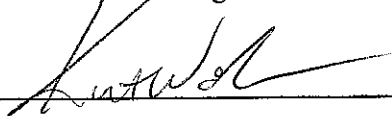
IF USING THE ESTABLISHED EVENT ROUTE, THE CITY WILL PROVIDE TWO POLICE OFFICERS WITH VEHICLES TO START THE EVENT, AND A STREET SWEEPER, IF NECESSARY, TO FOLLOW THE EVENT.

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  DATE 7/16/2010

APPLICATION APPROVED _____ DATE _____

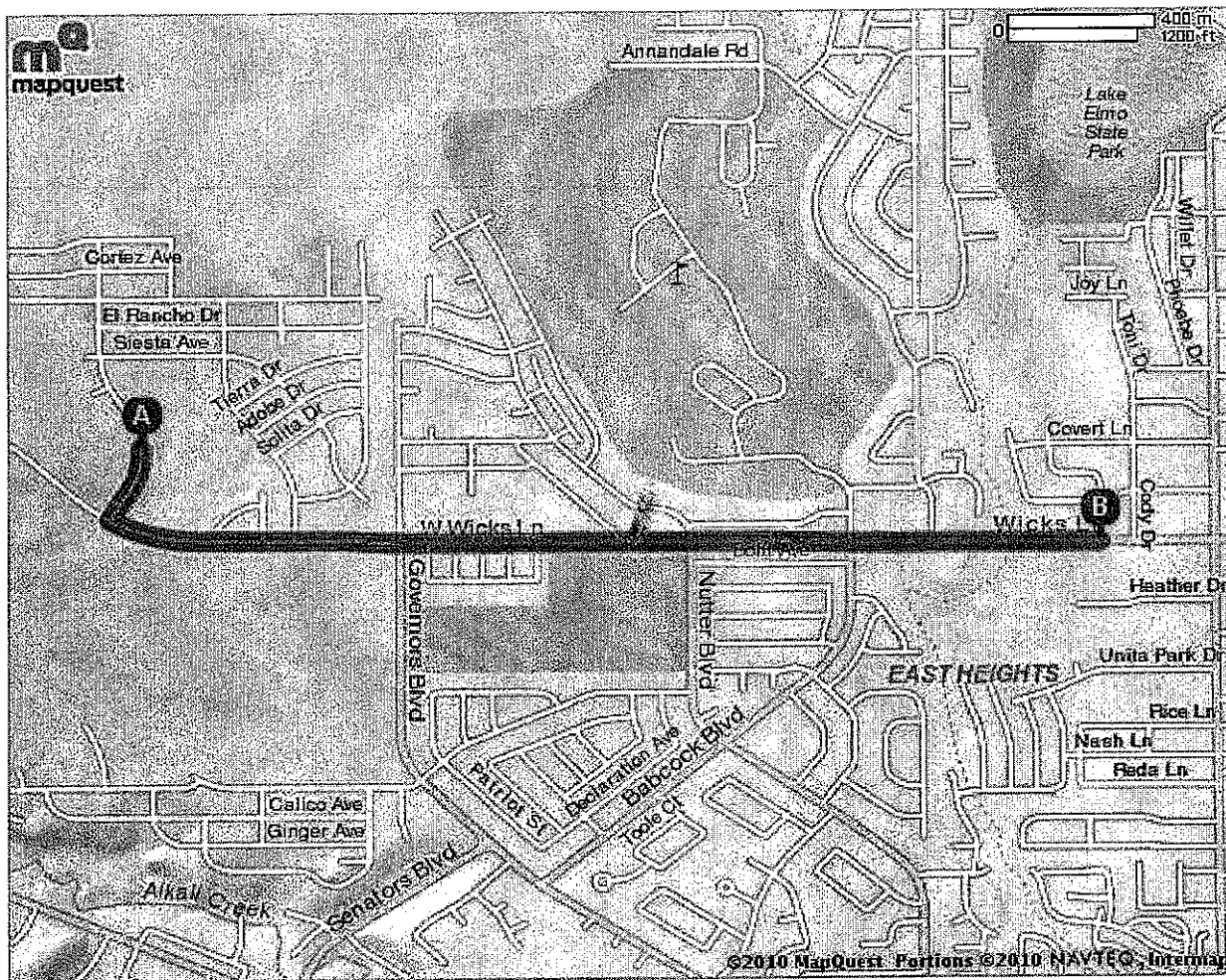
APPLICATION DENIED _____ DATE _____

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



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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/12/2010

PRODUCER Payne Financial Group, Inc. 2323 Second Avenue North P.O. Box 30638 Billings, MT 59107-0638	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURED Billings Public Schools (dba) School Dist #2 and High School Dist #2 415 North 30th Street Billings, MT 59101-1298	INSURERS AFFORDING COVERAGE INSURER A: American Zurich Insurance Co. INSURER B: American Alternative Insurance INSURER C: INSURER D: INSURER E:

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded: \$25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GLA399387204	07/01/10	07/01/11	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$EXCLUDED
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	82A2UB00002305	07/01/10	07/01/11	EACH OCCURRENCE	\$1,000,000
						AGGREGATE	\$1,000,000
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

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

RE: Operations performed by the above insured
 Certificate holder is additional insured as required by written contract.

CERTIFICATE HOLDER

CANCELLATION 10 Days for Non-Payment

City of Billings
 ATTN: Susan
 510 North Broadway
 Billings, MT 59101

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

Deborah S Wagner

Regular City Council Meeting

Date: 09/13/2010

TITLE: Skyview Spirit Fun Run/Walk

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Skyview High School is requesting approval for a fun run/walk which benefits the Skyview Chapter of Business Professionals of America. The event will help students pay for regional, state, and national competitions. The run is a 5K scheduled for Sunday, September 26th, 2010, from 12:00 noon until 4:00 p.m. The run will start at Skyview High School, go west on Wicks to Matador, then to Fantan St, and back to Wicks and finish at Skyview's track.

Recommended conditions of approval include Skyview High School to:

1. Have no alcohol consumption in the right of way
2. Clean area to be used and provide and empty waste cans
3. Notify all emergency facilities, bus lines and media about the event
4. Provide and install adequate traffic barricades and signs directing motorists around closure
5. All course guards (flaggers) shall wear safety apparel and use approved STOP/SLOW paddles
6. Provide a certificate of insurance naming City of Billings as additional insured

ALTERNATIVES ANALYZED

The Council may:

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

FINANCIAL IMPACT

There are no costs to the City of Billings other than administrative time to process the application. Police, traffic control and litter removal are to be paid for by Skyview High School.

RECOMMENDATION

Staff recommends that Council approve the temporary street closure named above for Skyview High School Spirit Fun Run/Walk on Sunday, September 26, 2010.

APPROVED BY CITY ADMINISTRATOR

Attachments

Skyview Spirit Fun Run



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 Janelle Berry / Molly Barta

ORGANIZATION MAKING APPLICATION Skyview High School BPA

PHONE 406-281-5220

ADDRESS 1775 High Sierra Billings MT 59105

EMAIL ADDRESS berryje@billings^{CITY}schools.^{STATE}org ZIP

APPROXIMATE TIME EVENT WILL:

Assemble 12 noon Start 1 p.m. Disband 4 p.m.

DATE OF EVENT Sunday, Sept. 26, 2010

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

The Skyview Spirit Fun Run/Walk benefits the Skyview chapter of Business Professionals of America (BPA). The event will help students pay for regional, state, and national competitions. The run is a 5K and will attract approximately 50-100 participants.

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

The run will begin at Skyview near the main gym travel west on Wicks circling through the neighborhood, returning to Wicks and ending on the Skyview track

BLOCK PARTY STREET LOCATION (IF APPLICABLE):

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

Volunteers from BPA will provide all cleanup.

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.

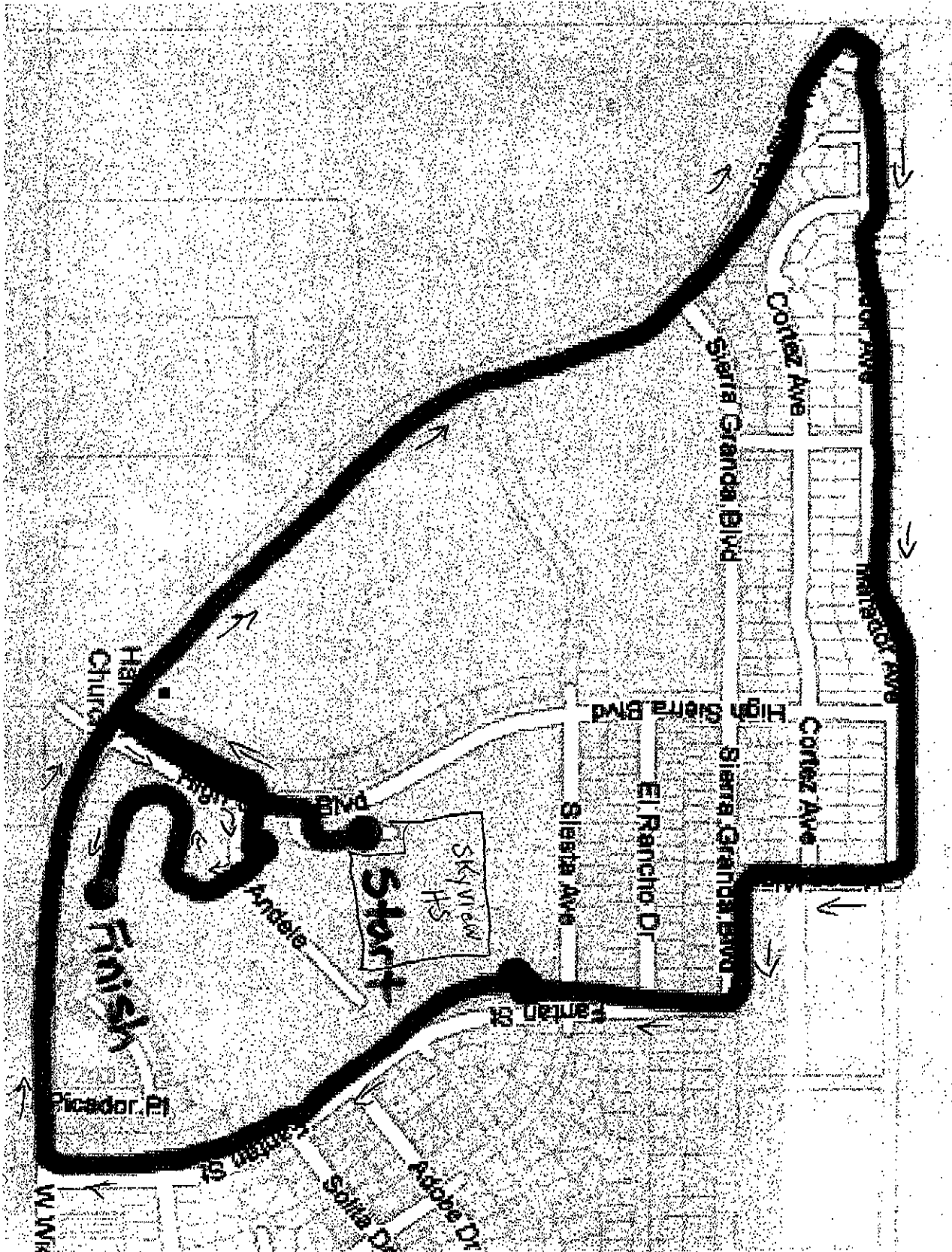
APPLICANT SIGNATURE Judelle Berry DATE 8/31/10
APPLICATION APPROVED _____ DATE _____
APPLICATION DENIED _____ DATE _____

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



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/12/2010

PRODUCER Payne Financial Group, Inc. 2323 Second Avenue North P.O. Box 30638 Billings, MT 59107-0638	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Billings Public Schools (dba) School Dist #2 and High School Dist #2 415 North 30th Street Billings, MT 59101-1298	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURERS AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A: American Zurich Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER B: American Alternative Insurance</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: American Zurich Insurance Co.		INSURER B: American Alternative Insurance		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: American Zurich Insurance Co.													
INSURER B: American Alternative Insurance													
INSURER C:													
INSURER D:													
INSURER E:													


COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded: \$25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GLA399387204	07/01/10	07/01/11	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	82A2UB00002305	07/01/10	07/01/11	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

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

RE: Operations performed by the above insured
 Certificate holder is additional insured as required by written contract.

CERTIFICATE HOLDER City of Billings ATTN: Susan 510 North Broadway Billings, MT 59101	CANCELLATION 10 Days for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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Regular City Council Meeting

Date: 09/13/2010

TITLE: Fixing the form and details of Pooled Sidewalk 2010 A bonds

PRESENTED BY: Patrick M Weber

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

A negotiated sale was held on August 23, 2010 for the sale of the Pooled sidewalk bonds. D.A Davidson purchased the bonds at a rate of 4.6%.

The resolution outlines the form and details of the bond issue.

ALTERNATIVES ANALYZED

The Council may:

- Approve the resolution; or
- Not approve resolution.

FINANCIAL IMPACT

The bonds for the sidewalk improvements will be paid by property owners over a 12 year period.

RECOMMENDATION

It is recommended that the City Council approve the resolution fixing the form and detail of the bond issue.

APPROVED BY CITY ADMINISTRATOR

Attachments

sidewalks bond resolution

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Yellowstone County, Montana (the "City"), hereby certify that the attached resolution is a true copy of a Resolution entitled: "RESOLUTION RELATING TO \$695,000 POOLED SPECIAL SIDEWALK, CURB, GUTTER AND ALLEY APPROACH BONDS, SERIES 2010; CREATING SPECIAL SIDEWALK, CURB, GUTTER AND ALLEY APPROACH FUND AND PRESCRIBING COVENANTS OF THE CITY FOR THE SECURITY OF THE HOLDERS OF THE BONDS" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on September 13, 2010, and that the meeting was duly held by the City Council Members and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

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

WITNESS my hand and seal officially this ____ day of September, 2010.

City Clerk

RESOLUTION NO. _____

RESOLUTION RELATING TO \$695,000 POOLED SPECIAL
SIDEWALK, CURB, GUTTER AND ALLEY APPROACH
BONDS, SERIES 2010; CREATING SPECIAL SIDEWALK,
CURB, GUTTER AND ALLEY APPROACH FUND AND
PRESCRIBING COVENANTS OF THE CITY FOR THE
SECURITY OF THE HOLDERS OF THE BONDS

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

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

1.01 Sale of Pooled Special Sidewalk, Curb, Gutter and Alley Approach Bonds. This Council, by Resolution No. 10-18968, adopted July 26, 2010, authorized the issuance and negotiated sale of pooled special sidewalk, curb, gutter and alley approach bonds of the City in the aggregate principal amount of \$695,000 (the “Bonds”) for the purpose of financing the construction of certain sidewalks, curbs, gutter and alley approach projects (the “Projects”; each, a “Project”) heretofore ordered by this Council pursuant to Resolution Nos. 09-18792, 09-18819, 10-18928, 10-18927, and 10-18927, adopted February 9, 2009, May 26, 2009, April 12, 2010, March 22, 2010, and June 25, 2007, respectively, and as set forth on Exhibit A hereto, as the W.O. 08-02, Miscellaneous/Developer-Related Improvements (the “Miscellaneous Improvements”), W.O. 08-30 Poly Drive Sidewalk Improvements (the “Poly Drive Sidewalk Improvements”), W.O. 08-21, Lake Elmo Drive, Wicks to Main Improvements (the “Lake Elmo Drive, Wicks to Main Improvements”), W.O. 04-12, Phase 3, Alkali Creek Road Maintenance and Slope Reconstruction, Sidewalk, Curb, and Gutter and Pavement Widening (the “Phase 3, Alkali Creek Road Improvements”), and the W.O. 05-17, Highland School Sidewalks (the “Highland School Sidewalk Improvements”) (collectively, the “Improvements”). Pursuant to Resolution No. 10-18968, the Council determined it was in the best interests of the City to sell the Bonds at a private, negotiated sale to D.A. Davidson & Co., of Great Falls, Montana (the “Purchaser”), on the terms and at a purchase price subject to the following limitations and conditions: (1) the aggregate principal amount of the Bonds shall not exceed \$725,000; (2) the rate on the Bonds shall not exceed 6.00% per annum; (3) the term of the Bonds shall not extend beyond July 1, 2022; (4) the Bonds shall be payable from special assessments to be levied against property in the District; and (5) the Bonds shall be callable from the prepayment of special assessments. The Council authorized the City to enter into a bond purchase agreement (the “Bond Purchaser Agreement”) dated as of August 23, 2010 pursuant to which the Purchaser agreed to purchase from the City the Bonds at a purchase price of \$677,625 (representing the principal amount of the Bonds less underwriter’s discount of \$17,375), at the rates of interest set forth in Section 2.01 hereof and upon the further terms set forth in this resolution.

In Resolution Nos. 09-18792, 09-18819, 10-18928, 10-18927, and 10-18927, adopted February 9, 2009, May 26, 2009, April 12, 2010, March 22, 2010, and June 25, 2007, respectively, this Council found that it is in the public interest, and in the best interest of the City and the properties, to secure payment of principal of and interest on the Bonds by the Special Improvement District Revolving Fund of the City, on the basis of the factors required to be

considered under Section 7-12-4225 of the Act. Those findings are hereby ratified and confirmed.

1.02 Costs. It is currently estimated that the costs and expenses to be assessed against properties benefited by the Improvements, including costs of preparation of plans, specifications, maps, profiles, engineering superintendence and inspection, preparation of assessment rolls, expenses of making the assessments, the cost of work and materials under the construction contract and all other costs and expenses, including the deposit of proceeds in the Revolving Fund, is not less than \$695,000 (\$200,421 for the Miscellaneous/Developer-Related Improvements, \$4,002 for the Poly Drive Sidewalk Improvements, \$421,507 for the Lake Elmo Drive, Wicks to Main Improvements, \$51,138 for the Phase 3, Alkali Creek Road Improvements and \$17,932 for the Highland School Sidewalk Improvements). Such amounts will be levied and assessed upon the assessable real property benefited by the Improvements. This Council has jurisdiction and is required by law to levy and assess such amount, to collect such special assessments and credit the same to the pooled special sidewalk, curb, gutter and alley approach sinking fund created for the Improvements, which fund is to be maintained on the official books and records of the City separate from all other City funds, for the payment of principal and interest when due on the bonds herein authorized.

1.03 Compliance with Constitution and Statutes. All acts, conditions and things required by the Constitution and laws of the State of Montana, including Montana Code Annotated, Title 7, Chapter 14, Part 41, and Title 7, Chapter 12, Parts 41 and 42, as amended, in order to make the Bonds valid and binding special obligations in accordance with their terms and in accordance with the terms of this resolution have been done, do exist, have happened and have been performed in regular and due form, time and manner as required.

Section 2. \$695,000 Pooled Special Sidewalk, Curb, Gutter and Alley Approach Bonds, Series 2010.

2.01 Principal Amount, Maturities, Date, Denominations and Interest Rate. For the purpose of paying the costs and expenses incurred in the construction of the Improvements and in anticipation of the collection of special assessments to be levied therefor, and in accordance with the public offering and contract of sale described in Section 1.01, the City shall forthwith issue and deliver to the Purchaser its Pooled Special Sidewalk, Curb, Gutter and Alley Approach Bonds, Series 2010, in the aggregate principal amount of \$695,000, payable solely from the 2010 Pooled Special Sidewalk, Curb, Gutter and Alley Approach Sinking Fund of the City (the "2010 Sidewalk Sinking Fund"). The Bonds shall bear an original issue date and be registered as of September 15, 2010, and shall be issued in the form of fully registered bonds of single maturities in denominations of \$5,000 or any integral multiple thereof.

The Bonds shall mature on July 1 in the years and amounts set forth below, subject to prior redemption, and shall bear interest from the date of original registration to their respective maturities or prior dates upon which they have been duly called for redemption at the rates per annum set forth opposite such years and amounts, respectively:

Year	Principal Amount	Interest Rate	Year	Principal Amount	Interest Rate
2011	\$55,000	2.500%	2017	\$55,000	3.950%
2012	50,000	2.600	2018	60,000	4.150
2013	50,000	2.750	2019	60,000	4.350
2014	50,000	3.250	2020	65,000	4.550
2015	55,000	3.400	2021	70,000	4.700
2016	55,000	3.700	2022	70,000	4.800

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

2.02 Method of Payment. The Bonds shall be issuable only in fully registered form, and the ownership of the Bonds shall be transferred only upon the bond register of the City hereinafter described. The interest on, and upon presentation and surrender thereof at the principal office of the Registrar described herein, the principal amount of each Bond at the principal office of the Registrar described herein, the amount payable with respect thereto, shall be payable by check or draft issued by the Registrar.

2.03 Interest Payment Dates. Interest on the Bonds shall be payable semiannually on each January 1 and July 1, commencing January 1, 2011, to the owners of record thereof as such appear in the bond register as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day.

2.04 Registration. The City shall appoint, and shall maintain, a bond registrar, transfer agent and paying agent for the Bonds (the “Registrar”). This Section 2.04 shall establish a system of registration for the Bonds as defined in the Model Public Obligations Registration Act of Montana.

The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

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

(b) Transfer. Upon surrender to the Registrar for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer of any Bond or portion thereof selected or called for redemption. No transfer or

exchange of a Bond shall affect its order of registration for purposes of redemption pursuant to Section 2.06.

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

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

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

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

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

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

2.05 Initial Registrar. The City hereby appoints U.S. Bank National Association, of Seattle, Washington, as the initial Registrar for the Bonds. The City reserves the right to appoint a successor Registrar, and the City agrees to pay the reasonable and customary charges of the Registrar for the services performed. Upon merger or consolidation of a bank or trust company that is acting as the Registrar, if the resulting corporation is a bank or trust company authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar. The City reserves the right to remove any Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession as Registrar to the successor Registrar and shall deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Council, the Financial Services Manager shall transmit to the Registrar, solely from money in the District Fund available therefor, moneys sufficient for the payment of all principal, premium, if any, and interest then due on the Bonds.

2.06 Redemption.

(a) Mandatory Redemption. If on any interest payment date there will be a balance in the 2010 Pooled Special Sidewalk, Curb, Gutter and Alley Approach Sinking Fund after payment of the principal and interest due on all Bonds drawn against it, either from the prepayment of special assessments levied in the District or from the transfer of surplus money from the Construction Subaccounts to the Principal Subaccounts as provided in Section 3.02 or otherwise, the Financial Services Manager shall call for redemption on the interest payment date the outstanding principal amount of the Bonds, in an amount which, together with the interest thereon to the interest payment date, will equal the amount of such funds on deposit in the 2010 Pooled Special Sidewalk, Curb, Gutter and Alley Approach Sinking Fund on that date. The redemption price shall equal the amount of the principal amount of the Bonds to be redeemed plus interest accrued to the date of redemption.

(b) Optional Redemption. The Bonds are subject to redemption, in whole or in part, at the option of the City from sources of funds available therefor other than those described under Section 2.06(a) on the terms of this paragraph. The Bonds with stated maturities on or after July 1, 2017 will be subject to redemption on July 1, 2016, and any date thereafter, at the option of the City, in whole or in part, at a redemption price equal to the principal amount thereof to be redeemed plus interest accrued to the redemption date, without premium.

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

(d) Notice and Effect of Redemption. The date of redemption and the principal amount of the Bonds shall be fixed by the Financial Services Manager, who shall give notice thereof to the Registrar in sufficient time for the Registrar to give notice, by first class mail, postage prepaid, or by other means required by the securities depository, to

the owner or owners of such Bonds at their addresses appearing in the bond register, of the numbers of the Bonds or portions thereof to be redeemed and the date on which payment will be made, which date shall be not less than thirty (30) days after the date of mailing notice. On the date so fixed interest on the Bonds or portions thereof so redeemed shall cease.

(e) Notification to the Paying Agent: Upon request by the City under the above sections 2.06(a) and 2.06(b), the Registrar shall give notice of redemption as directed provided that the City has given the Registrar such request at least 45 days prior to the redemption date.

2.07 Execution, Registration and Delivery of Bonds. The Bonds shall be prepared under the direction of the City Clerk and shall be executed on behalf of the City by the signatures of the Mayor, Financial Services Manager and the City Clerk and sealed with the official seal of the City; provided that the signatures and the corporate seal may be printed, engraved or lithographed facsimiles of the originals. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so executed, authenticated and registered, they shall be delivered by the Registrar to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed. The Original Purchaser shall not be obligated to see to the application of the purchase price, but from the proceeds of the Bonds the Financial Services Manager shall credit forthwith the balance of such proceeds to the Construction Subaccounts in the respective Project Accounts in the 2010 Sidewalk Sinking Fund to be used solely for the payment of the cost and expenses necessarily incurred in the construction of the Improvements and costs of issuance and sale of the Bonds, except that the accrued interest received shall be deposited in the Interest Subaccounts in the respective Project Accounts in the 2010 Sidewalk Sinking Fund and applied in payment of interest on the Bonds when due.

2.08 Securities Depository for the Bonds.

(a) For purposes of this Section 2.08, the following terms shall have the following meanings:

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

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

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

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

“Representation Letter” shall mean the Blanket Issuer Letter of Representations from the City to DTC, attached to this resolution as Exhibit C, which is hereby incorporated by reference and made a part hereof.

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

(c) In the event the City determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds in the form of Bond certificates, the City may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bonds in the form of certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and the Registrar and discharging its responsibilities with respect thereto

under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The Representation Letter sets forth certain matters with respect to, among other things, notices, consents and approvals by registered owners of the Bonds and Beneficial Owners and payments on the Bonds. The Registrar shall have the same rights with respect to its actions thereunder as it has with respect to its actions under this resolution.

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

2.09 Form of Bonds. The Bonds shall be prepared in substantially the form set forth in Montana Code Annotated, Section 7-12-4203, as more fully set forth in Exhibit B hereto and by this reference made a part hereof.

2.10 Application of Proceeds. The Original Purchaser shall not be obligated to see to the application of the purchase price. The Financial Services Manager shall credit forthwith the proceeds of the Bonds as follows:

(a) Deposit to the credit of the Interest Subaccounts in the respective Project Accounts in the 2010 Sidewalk Sinking Fund the amount of accrued interest, if any, paid by the Original Purchaser thereof to the date of delivery of the Bonds, in proportion to the principal amounts of the Bonds allocable to each of the Projects, as set forth in Section 1.02, which will be applied to payment of interest on the Bonds when due;

(b) Deposit \$34,750 to the Revolving Fund; and

(c) Deposit the balance of the proceeds to the Construction Subaccounts in the respective Project Accounts, in proportion to the principal amounts of the Bonds allocable to each of the Projects, including costs of issuance, to be used for the purposes described in Section 3.02.

Section 3. 2010 Pooled Special Sidewalk, Curb, Gutter and Alley Approach Sinking Fund.

3.01 2010 Sidewalk Sinking Fund. The 2010 Sidewalk Sinking Fund is hereby created and designated as the “2010 Pooled Special Sidewalk, Curb, Gutter and Alley Approach Sinking Fund.” The 2010 Sidewalk Sinking Fund shall be maintained as a separate bookkeeping account by the Financial Services Manager on the books and records of the City. Within the 2010

Sidewalk Sinking Fund there shall be maintained separate accounts for the Miscellaneous/Developer-Related Improvements, for the Poly Drive Sidewalk Improvements, for the Lake Elmo Drive, Wicks to Main Improvements, for the Phase 3, Alkali Creek Road Improvements and for the Highland School Sidewalk Improvements shown on Exhibit A hereto, designated accordingly (collectively, the “Project Accounts”). Within each Project Account there shall be maintained three separate subaccounts, designated as the “Construction Subaccount,” the “Principal Subaccount” and the “Interest Subaccount,” respectively.

3.02 Construction Subaccounts. There shall be credited to the Construction Subaccount in each of the Project Accounts the proceeds of the sale of the Bonds, less any interest accrued thereon to the date of delivery to the Purchaser. All costs and expenses of constructing the Improvements to be paid from proceeds of the Bonds shall be paid from time to time as incurred and allowed from the Construction Subaccount in the respective Project Accounts in accordance with the provisions of applicable law, and moneys in such Construction Subaccount shall be used for no other purpose; provided that after all claims and expenses with respect to the Improvements have been fully paid and satisfied, any moneys remaining in the Construction Subaccount shall be transferred to the Principal Subaccount in the Project Account for the Project and applied to the redemption of Bonds.

3.03 Principal Subaccounts and Interest Subaccounts. Moneys in the Principal Subaccounts and the Interest Subaccounts shall be used only for payment of the principal of and interest on the Bonds as such payments become due, or to prepay and redeem Bonds. Upon the collection of the installment of principal and interest due on November 30 and May 31 of each year on the special assessments to be levied with respect to the Improvements, the Financial Services Manager shall credit to the Interest Subaccounts in the respective Project Accounts so much of said special assessments as is collected as interest payment, and credit the balance of such assessments to the Principal Subaccounts. Any installment of any special assessment paid prior to its due date with interest accrued thereon to the nearest bond call date shall be credited with respect to principal and interest payments in the same manner as other assessments are credited to the 2010 Sidewalk Sinking Fund. All moneys in the Interest Subaccounts and the Principal Subaccounts shall be used first to pay interest due, and any remaining moneys shall be used to pay Bonds then due and, if moneys are available, to redeem Bonds or principal installments thereof in accordance with Section 2.05; provided that any money transferred to the Principal Subaccount from the Construction Subaccount pursuant to Section 3.02 or any prepaid special assessments shall be applied to redeem Bonds or principal installments thereof to the extent possible on the next interest payment date for which notice of redemption may properly be given pursuant to Section 2.05. Redemption of Bonds from the Principal Subaccount shall be in order of the principal installments they represent as provided in Section 2.05, and interest shall be paid from the Interest Subaccount as accrued thereon to the date of redemption, in accordance with the provisions of Montana Code Annotated, Sections 7-12-4206.

3.04 Loans From Revolving Fund. The Council shall annually or more often if necessary issue an order authorizing a loan or advance from the Special Improvement District Revolving Fund to each of the Project Accounts in an amount sufficient to make good any deficiency then existing in the Interest Subaccount in the Project Account, and shall issue an order authorizing a loan or advance from the Revolving Fund to the Project Account in an amount sufficient to make good any deficiency then existing in the Principal Subaccount of the

Project Account, to the extent that moneys are available in the Revolving Fund. Pursuant to Ordinance No. 1096 and in connection with the public offering of the Bonds, the City has undertaken and agreed to provide funds for the Revolving Fund by levying such tax or making such loan from the General Fund as authorized by Montana Code Annotated, Section 7-12-4222. In the event that the balance on hand in the Revolving Fund fifteen days prior to any date when interest is due on special improvement district bonds and sidewalk, curb, gutter and alley approach warrants of the City is not sufficient to make good all deficiencies then existing in the improvement district fund or sidewalk, curb, gutter and alley approach fund for which the City has promised to make loans from the Revolving Fund, the balance on hand in the Revolving Fund shall be allocated to the funds in which such deficiencies then exist in proportion to the amounts of the deficiencies on the respective dates of receipt of such money, until all interest accrued on such special improvement district bonds and sidewalk, curb, gutter and alley approach warrants of the City has been paid. On any date when all accrued interest on special improvement district bonds and sidewalk, curb, gutter and alley approach warrants of the City payable from funds for which the City has promised to make loans from the Revolving Fund has been paid, any balance remaining in the Revolving Fund shall be loaned or advanced to the improvement district fund or sidewalk, curb, gutter and alley approach fund for payment and redemption of bonds or warrants to the extent the improvement district fund or sidewalk, curb, gutter and alley approach fund is deficient for such purpose, in an amount proportionate to the amount of such deficiency.

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

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

4.01 Compliance with Covenants. The City will hold the 2010 Sidewalk Sinking Fund and the Special Improvement District Revolving Fund of the City created by Ordinance No. 1096, adopted June 3, 1930 (the "Revolving Fund"), as trust funds, separate and apart from all of its other funds, and the City, its officers and agents, will comply with all covenants and agreements contained in this resolution. The covenants hereinabove made with respect to the 2010 Sidewalk Sinking Fund and the Revolving Fund are in accordance with the undertaking and agreement of the City made in connection with the negotiated sale of the Bonds as set forth in Section 1.01.

4.02 Construction of Improvements. The City will do all acts and things necessary to enforce the provisions of the construction contracts entered into or to be entered into for the Improvements and to ensure the completion of the Improvements in accordance with the plans and specifications therefor and within the time therein provided, and will pay all costs thereof promptly as incurred and allowed, out of the Project Accounts in the Construction Subaccount and within the amount of the bond proceeds appropriated thereto.

4.03 Assessments. The City will do all acts and things necessary for the final and valid levy of special assessments upon all assessable property benefited by the Improvements, in accordance with the Constitution and laws of the State of Montana and the Constitution of the United States, in an aggregate principal amount not less than \$695,000, of which \$200,421 shall be assessed against properties benefited by the Miscellaneous/Developer-Related Improvements, \$4,002 for the Poly Drive Sidewalk Improvements, \$421,507 for the Lake Elmo Drive, Wicks to Main Improvements, \$51,138 for the Phase 3, Alkali Creek Road Improvements and \$17,932 for the Highland School Sidewalk Improvements. Such special assessments shall be levied on each lot or parcel of land in front of which sidewalks, curbs and gutters are to be constructed and each lot or parcel of land having an access via the alley approach and, unless prepaid in full, shall be payable in equal semiannual installments over a period of twelve years, each installment being due in an amount equal to one twenty-fourth (1/24th) of the principal amount of each assessment with interest on the whole amount remaining unpaid at an annual rate equal to the sum of: (i) the average annual interest rate then borne by the outstanding Bonds, plus (ii) one-half of one percent per annum (0.50%), interest being payable with principal installments. The assessments to be levied will be payable on the 30th day of November in each of the years 2010 through 2021, and on the 31st day of May in the years 2011 through 2022. The first partial payment of each such assessment shall include interest on the entire assessment from September 15, 2010, the date of original registration of the Bonds, to January 1, 2011, and each subsequent partial payment shall include interest for six months on the unpaid balance of such special assessment. All installments of special assessments not paid in full on or before the date due shall become delinquent on that date. The assessments shall constitute a lien upon and against the property against which they are made and levied, which lien may be extinguished only by payment of the assessment with all penalties, cost and interest as provided in Montana Code Annotated, Section 7-12-4191. No tax deed issued with respect to any lot or parcel of land shall operate as payment of any installment of assessment thereon which is payable after the execution of such deed, and any tax deed so issued shall convey title subject only to the lien of said future installments, as provided in Montana Code Annotated, Section 15-18-309.

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

If proceeds of the Bonds, including investment income thereon, are applied to the redemption of the Bonds, as provided in Montana Code Annotated, Sections 7-12-4205 and 7-12-4206, or if refunding bonds are issued and the principal amount of the outstanding bonds is decreased or increased, the City will reduce or increase, respectively, the assessments levied in the project area and then outstanding pro rata by the principal amount of such prepayment or the increment above or below the outstanding principal amount of bonds represented by the refunding bonds. The City and this Council, its officers and employees will re-assess and re-levy such assessments, with the same effect as an original levy, in such reduced or increased amounts

in accordance with the provisions of Montana Code Annotated, Sections 7-12-4176 through 7-12-4178.

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

Section 5. Tax Matters.

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

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

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

5.04 Information Reporting. The City shall file with the Secretary of the Treasury, not later than November 15, 2010, a statement concerning the Bonds containing the information required by Section 149(e) of the Code.

5.05 “Qualified Tax-Exempt Obligations.” Pursuant to Section 265(b)(3)(B)(ii) of the Code, the City hereby designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code. The City has not designated any obligations in 2010 other than the Bonds under Section 265(b)(3), except its \$182,000 Special Improvement District No. 1389 Bonds, its \$4,100,000 Sewer System Revenue Bonds (DNRC Water Pollution Control State Revolving Loan Program), Consisting of \$384,000 Subordinate Lien Taxable Series 2010A Bond, \$816,000 Series 2010B Bond, and \$2,900,000 Series 2010C Bond, its \$3,300,000 Water System Revenue Bonds (DNRC Drinking Water State Revolving Loan Program), Consisting of \$500,000 Subordinate Lien Taxable Series 2010A Bond and \$2,800,000 Series 2010B Bond, and its \$1,080,000 General Obligation Refunding Bonds, Series 2010. The City hereby represents that it does not anticipate that obligations bearing interest not includable in gross income for purposes of federal income taxation under Section 103 of the Code (including refunding obligations as provided in Section 265(b)(3) of the Code and including “qualified 501(c)(3) Bonds” but excluding other “private activity bonds,” as defined in Sections 141(a) and 145(a) of the Code) will be issued by or on behalf of the City and all “subordinate entities” of the City in 2010 in an amount greater than \$30,000,000.

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

Section 7. Defeasance.

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

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

7.03 Redemption. The City may also discharge its liability with reference to any prepayable Bonds which are called for redemption on any date in accordance with their terms by depositing with the Registrar on or before that date an amount equal to the principal and interest

which are then due thereon; provided that notice of such redemption has been duly given as provided in this Resolution.

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

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

Section 8. Continuing Disclosure.

(a) Purpose and Beneficiaries. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit participating underwriters in the primary offering of the Bonds to comply with paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"), the City will covenant and agree, for the benefit of the registered holders or beneficial owners from time to time of the outstanding Bonds, in the Bond Resolution, to provide annual reports of specified information and notice of the occurrence of certain events, if material, to the Municipal Securities Rulemaking Board ("MSRB") through its Electronic Municipal Market Access system website ("EMMA"), as hereinafter described (the "Disclosure Covenants"). The City is the only "obligated person" in respect of the Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made.

The City has complied in all material respects with any undertaking previously entered into by it under the Rule.

If the City fails to comply with any provisions of this Section 8, any person aggrieved thereby, including the Owners of any Outstanding Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of any agreement or covenant contained in this Section 8, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder to the extent permitted by law. Notwithstanding anything to the contrary contained herein, in no event shall a default under this Section 8 constitute a default under the Bonds or under any other provision of this Resolution.

As used in this Section 8, "Owner" or "Bondowner" means, in respect of a Bond, the Holder thereof, and any other person who provides to the Registrar evidence in form and substance reasonably satisfactory to the Registrar that such person (i) has the power, directly or

indirectly, to vote or consent with respect to, or to dispose of ownership of, such Bond (including persons or entities holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of the Bond for federal income tax purposes.

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

(1) on or before 270 days after the end of each fiscal year of the City, commencing with the fiscal year ending June 30, 2010, the following financial information and operating data in respect of the City (the “Disclosure Information”):

(A) An extract from the financial statements of the City for such fiscal year, including the complete audit report and opinion of an independent certified public accountant or state legislative auditor thereon, containing the financial statements of the 2010 Sidewalk Sinking Fund and the Revolving Fund of the City including balance sheets as of the end of such fiscal year and a statement of operations and changes in fund balances for the fiscal year then ended, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Montana law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the City, noting the discrepancies therefrom and the effect thereof, and certified as to accuracy and completeness in all material respects by the Financial Services Manager of the City, to the best of his or her knowledge;

(B) To the extent not included in the financial statements referred to in paragraph (A) hereof, the information for such fiscal year or the period most recently available of the type identified below, which information may be unaudited, but shall be certified as to accuracy and completeness in all material respects by the Financial Services Manager of the City to the best of his or her knowledge, which certification may be based on the reliability of information obtained from governmental or other third-party sources:

1. Information, for such fiscal year, relating to the special assessments, collections, investment earnings and debt service payments, amounts on hand in the Revolving Fund and transfers in and out contained in the table under the captions “Revolving Fund,” “Other Outstanding Special Sidewalk Bonds and Special Improvement District Bonds and The Revolving Fund,” “Statement of Changes in Fund Balance of the Revolving Fund,” “Special Assessment Collections” and “Future Financings” in the Official Statement, dated as of August 30, 2010 (the “Official Statement”).

2. Information, as of January 1 for the current tax year, relating to the appraised value and taxable value of taxable property in the Project.

3. Identification of the ten property owners in the Project with the largest assessments by name, type of property and taxable value.

4. Information, as of the most recent date available, regarding employment in the Billings MSA, the State of Montana and the United States of the type contained in the table under the caption “The City—Employment” in the Official Statement.

5. Information, as of the most recent date available, regarding the larger employers in the Billings MSA, identifying the employer and estimated number of employees of the type contained in the table under the caption “The City—Major Employers” in the Official Statement.

6. Information, as of the end of the most recent fiscal year, regarding the direct debt of the City, including debt evidenced by special improvement district bonds, overlapping general obligation debt and debt ratios of the type contained under the captions “The City—Direct Debt of the City,” “—Overlapping General Obligation Debt,” “—Debt Ratios for General Obligation Debt” in the Official Statement.

7. Information relating to the State of Montana’s property tax system contained under the caption “The City—Budgeting Process” in the Official Statement.

Notwithstanding the foregoing paragraph, if the audited financial statements are not available by the date specified, the City shall provide on or before such date unaudited financial statements in the format required for the audited financial statements as part of the Disclosure Information and, within 10 days after the receipt thereof, the City shall provide the audited financial statements.

Any or all of the Disclosure Information may be incorporated by reference, if it is updated as required hereby, from other documents, including official statements, which have been submitted to each of the repositories hereinafter referred to under subsection (c) or the SEC. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The City shall clearly identify in the Disclosure Information each document so incorporated by reference.

If any part of the Disclosure Information can no longer be generated because the operations of the City have materially changed or been discontinued, such Disclosure Information need no longer be provided if the City includes in the Disclosure Information a statement to such effect; provided, however, if such operations have been replaced by other City operations in respect of which data is not included in the Disclosure Information and the City determines that certain specified data regarding such replacement operations would be a Material Fact (as defined in paragraph (2) hereof), then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations.

If the Disclosure Information is changed or this Section 8 is amended as permitted by this paragraph (b)(1) or subsection (d), then the City shall include in the next Disclosure Information to be delivered hereunder, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

Section 9. Repeals and Effective Date.

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

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

PASSED by the City Council of Billings, Montana, this 13th day of September, 2010.

Mayor

Attest:

City Clerk

(SEAL)

EXHIBIT A

THE IMPROVEMENTS

General Description

The Bonds are being issued to pay a portion of the costs of engineering, reconstructing and installing certain local improvements to benefit certain properties in the City described below consisting of various sidewalk, curb, gutter and alley approach improvements all as a part of the W.O. 08-02, Miscellaneous/Developer-Related Improvements (the “Miscellaneous Improvements”), W.O. 08-30 Poly Drive Sidewalk Improvements (the “Poly Drive Sidewalk Improvements”), W.O. 08-21, Lake Elmo Drive, Wicks to Main Improvements (the “Lake Elmo Drive, Wicks to Main Improvements”), W.O. 04-12, Phase 3, Alkali Creek Road Maintenance and Slope Reconstruction, Sidewalk, Curb, and Gutter and Pavement Widening (the “Phase 3, Alkali Creek Road Improvements”), and the W.O. 05-17, Highland School Sidewalks (the “Highland School Sidewalk Improvements”) (collectively, the “Improvements”) as shown below.

W.O. 08-02, Miscellaneous/Developer-Related Improvements

The Improvements described below constituting the Miscellaneous/Developer Related Improvements will be constructed adjacent to the properties shown under each category of Improvements.

Sidewalk:

• 1410 Yellowstone Avenue • 2617 7th Avenue North • 10 Yellowstone Avenue • 544 Crawford Drive • 928 to 936 Alderson Avenue • 929 Alderson Avenue • 1214 9th Street West • 1216 8th Street West • 44 30th Street West • 318 Berthoud Drive • 1612 thru 1624 Broadwater Avenue • 3633 Rimrock Road (Dev-Rel) • (Dev-Rel) • 3220 1st Avenue North • 708 Parkhill Drive • 943 Poly Drive • 1841 Miles Avenue • 625 S 38th Street West (55 units) • 1737 Avenue D • 3970 Avenue D

Sidewalk, Curb and Gutter:

• 5 S 28th ST • 3006 4th Ave S • 3110 7th Ave S • 2717 1st Avenue North • 704 North 26th Street • 2125 Hewitt Drive • 2615 7th Avenue North • 2128 Hewitt Drive • 1415 Colton Boulevard • 3704 Corbin Street • 1739 43rd Street West • 3006 4th Avenue South • 802 South 32nd Street • 222 Fairview Place • 851 Delphinium Drive • 2020 Glendale Lane • East Side of South 32nd Street between 7th Avenue South and 8th Avenue South • 424 South 29th Street • 2046 Avenue D • 3704 & 3712 Hayden Drive • 624 North 27th Street • 608 North 27th Street • 1113 & 1115 13th Street West • 4507 Rangeview Drive • 4423 Rangeview Drive • 1819 Cody Drive

Sidewalk, Drive Aprons:

• 4103 Phillip Street (Dev-Rel) • 2026 Pryor Lane • 1034 Calico Drive • South side of Milton Road between Main Street and Rex Lane • East side of Rex Lane between Milton Road and the Cul de Sac

Sidewalk, Curb and Gutter, Drive Aprons:

- 3414 7th Ave S • #44 30th St W • 2131 Hewitt Drive • 2125 6th Street West • 104 Adams Street (Dev-Rel) • West side of South 32nd between 8th Avenue South and 9th Avenue South • 2305 & 2309 Virginia Lane • 1444 Colton Boulevard • West Side of South 31st Street between 7th Ave South and 8th Avenue South • Both sides of North 24 Street between 6th Avenue North and 7th Avenue North • 502 Nelson Drive • 1814 & 1818 Avenue D • Both sides of 19th Street West between Custer Avenue and Miles Avenue

Sidewalk, Curb, Gutter, Drive Aprons and Alley Aprons:

- South side of 7th Avenue South between South 31st and South 32nd Street • North side of 8th Avenue South between South 31st and South 32nd Street

Curb and Gutter:

- 3222 Redwood Lane • 2127 Concord Drive • 1818 & 1824 Columbine Drive • 624 Avenue C • 1703 Bitterroot Drive • 2608 Yellowstone Avenue • 2649 Cody Lane

Curb, Gutter, Drive Aprons:

- West Side of South 32nd Street between 8th Avenue South and 9th Avenue South • 1721 Mariposa Lane • Both sides of Marguite Blvd. between Forsythia Blvd. to the Cul de Sac to the east

Drive Aprons:

- 1721 Mariposa Lane • 2212 Elizabeth Street • 704 Calhoun Lane (Dev-Rel) • 309 South 35th Street (Dev-Rel)

Alley Aprons:

- Both sides of 5th Street West between Lewis Avenue and Clark Avenue

Curb, Gutter, Drive Aprons:

- 742 Avenue B (Dev-Rel)

W.O. 08-30 Poly Drive Sidewalk Improvements

The Improvements described below constituting the Poly Drive Sidewalk Improvements will consist of construction of sidewalk along the south side of Poly Drive from Westfield Drive to 41st Street West and along the north side of Poly Drive from 41st Street West to Shiloh Road.

Sidewalk, Curb and Gutter, Drive Aprons:

- 4106 Poly Drive • 4015 Poly Drive

W.O. 08-21, Lake Elmo Drive, Wicks to Main Improvements

The Improvements described below constituting the Lake Elmo Drive, Wicks to Main Improvements will consist of constructing curb and gutter, ribbon curb, sidewalks, drive approaches, asphalt trail, street reconstruction, turn lanes, and pavement overlay on Lake Elmo Drive from Main Street to Wicks Lane.

W.O. 04-12, Phase 3, Alkali Creek Road Maintenance and Slope Reconstruction, Sidewalk, Curb, and Gutter and Pavement Widening

The Improvements described below constituting the Phase 3, Alkali Creek Road Improvements will consist of construction of street, curb and gutter, multi-use path along the Alkali Creek Road from Black Pine Street to just west of Aronson Avenue.

Curb and Gutter, Drive Aprons and Multi-use Path:

- 215 East Alkali Creek Road • 227 East Alkali Creek Road • 235 East Alkali Creek Road • Morningside Homes Condo Development

Curb, Gutter, and Drive Apron:

- 204 East Alkali Creek Road

W.O. 05-17, Highland School Sidewalks

The Improvements described below constituting the Highland School Sidewalk Improvements will consist of sidewalk construction, concrete drive approach construction, curb and gutter construction, and crosswalk installation.

EXHIBIT B

[Form of the Bond]

UNITED STATES OF AMERICA
STATE OF MONTANA
YELLOWSTONE COUNTY

CITY OF BILLINGS

POOLED SPECIAL SIDEWALK, CURB, GUTTER AND
ALLEY APPROACH BOND, SERIES 2010

Interest at the rate per annum specified below
payable on January 1, 2011 and
semiannually thereafter on the 1st day of January
and the 1st day of July in each year.

No. _____ \$ _____ .00

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	July 1,	September 15, 2010	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS AND NO/100

FOR VALUE RECEIVED, the City of Billings, Yellowstone County, Montana (the "City"), will pay to the registered owner identified above or registered assigns, on the maturity date specified above the principal amount, solely from the revenues hereinafter specified, as authorized by Resolution No. _____, adopted on September 13, 2010 (the "Bond Resolution"), all subject to the provisions hereinafter described relating to the redemption of this Bond before maturity. This Bond bears interest at the rate per annum specified above from the date of registration of this Bond, as expressed herein, or from such later date to which interest hereon has been paid or duly provided for, until the maturity date specified above or an earlier date on which this Bond shall have been duly called for redemption by the Financial Services Director. Interest on this Bond is payable semiannually, commencing January 1, 2011, on the 1st day of January and the 1st day of July in each year, to the owner of record of this Bond appearing as such in the bond register as of the close of business on the 15th day (whether or not a business day) of the immediately preceding month. Interest on and, upon presentation and surrender hereof at the operations center in St. Paul, Minnesota, of the bond registrar and paying agent hereinafter named, the principal of this Bond are payable by check or draft of U.S. Bank National Association, of Seattle, Washington, as bond registrar and paying agent, or its successor designated under the Bond Resolution described herein (the "Registrar"). The principal of and interest on this Bond are payable in lawful money of the United States of America.

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

This Bond is one of an issue in the aggregate principal amount of \$695,000 (the “Series 2010 Bonds”), all of like date of original issue and tenor, except as to serial number, denomination, date, interest rate, maturity date, and redemption privilege. The Series 2010 Bonds are issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 14, Part 41 and Title 7, Chapter 12, Parts 41 and 42, as amended, for the purpose of financing a portion of the cost of construction of sidewalk, curb, gutter and alley approach improvements in the City (the “Improvements”), to fund a deposit to the revolving fund and to pay costs associated with the sale and security of the Series 2010 Bonds. The Series 2010 Bonds are issuable only as fully registered bonds of single maturities in denominations of \$5,000 or any integral multiple thereof.

This Bond is payable from the collection of a special tax or assessment levied upon all assessable property benefited by the Improvements. This Bond is not a general obligation of the City.

The City has also validly established a Special Improvement District Revolving Fund (the “Revolving Fund”) to secure the payment of certain of its special improvement district bonds and sidewalk, curb, gutter and alley approach bonds or warrants, including the Series 2010 Bonds. The City has also agreed, to the extent permitted by the Act, to issue orders annually authorizing loans or advances from the Revolving Fund to the 2010 Special Sidewalk, Curb, Gutter and Alley Approach Sinking Fund (the “2010 Sidewalk Sinking Fund”), in amounts sufficient to make good any deficiency in the 2010 Sidewalk Sinking Fund to pay principal of or interest on the Series 2010 Bonds, to the extent that funds are available in the Revolving Fund, and to provide funds for the Revolving Fund by annually making a tax levy or loan from its general fund in an amount sufficient for that purpose, subject to the limitation that no such tax levy or loan may in any year cause the balance in the Revolving Fund to exceed five percent of the principal amount of the City’s then outstanding special improvement district bonds and sidewalk, curb, gutter and alley approach bonds and warrants secured thereby and the durational limitations specified in the Act. While any property tax levy to be made by the City to provide funds for the Revolving Fund is subject to levy limits under current law, the City has agreed in the Bond Resolution to levy property taxes to provide funds for the Revolving Fund to the extent described in this paragraph and, if necessary, to reduce other property tax levies correspondingly to meet applicable levy limits.

The Bonds are subject to mandatory redemption in order of stated maturities or sinking fund payment date and within a stated maturity in \$5,000 principal amounts selected by lot or other manner deemed fair by the Registrar, shall be redeemed before other Bonds of such stated maturity, on any interest payment date if, after paying all principal and interest then due on the Bonds, there are funds to the credit of the District Fund, from the prepayment of assessments levied in the District or from surplus proceeds of the Bonds not required to pay costs of the

Improvements, for the redemption thereof, and in the manner provided for the redemption of the same. In addition, the Bonds with stated maturities on or after July 1, 2017 are subject to redemption on July 1, 2016, and any date thereafter, at the option of the City, in whole or in part, at a redemption price equal to the principal amount thereof to be redeemed plus interest accrued to the redemption date, without premium.

As provided in the Bond Resolution, and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the operations center of the Registrar, by the registered owner hereof in person or by his attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or his attorney; and may also be surrendered in exchange for Series 2010 Bonds of other authorized denominations. Upon such transfer or exchange, the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

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

IT IS HEREBY CERTIFIED AND RECITED that all things required to be done precedent to the issuance of this Bond have been properly done, happened and been performed in the manner prescribed by the laws of the State of Montana and the resolutions and ordinances of the City of Billings, Montana, relating to the issuance hereof; and that the opinion attached hereto is a true copy of the legal opinion given by Bond Counsel with reference to the Series 2010 Bonds, dated the date of original issuance and delivery of the Series 2010 Bonds.

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

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

CITY OF BILLINGS, MONTANA

(Facsimile signature)
Mayor

(Facsimile signature)
Financial Services Director

(Facsimile Seal)

(Facsimile signature)
City Clerk

Date:

CERTIFICATE OF AUTHENTICATION

This is one of the Series 2010 Bonds delivered pursuant to the Bond Resolution mentioned herein.

U.S. BANK NATIONAL ASSOCIATION,
as Registrar

By _____
Authorized Representative

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

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

Additional abbreviations may also be used.

ASSIGNMENT

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

Dated:

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE:

/ _____ /

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

SIGNATURE GUARANTEED

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

Regular City Council Meeting

Date: 09/13/2010

TITLE: Fixing the form and details for SID 1388 bond sale

PRESENTED BY: Patrick M. Weber

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

A negotiated sale was held on August 23, 2010 for the sale of the Special Improvement District 1388 bonds. D.A Davidson purchased the bonds at a rate of 4.9%.

The resolution outlines the form and details of the bond issue.

ALTERNATIVES ANALYZED

The Council may:

- Approve the resolution; or
- Not approve resolution.

FINANCIAL IMPACT

The bonds for Dorothy Lane improvements will be paid by property owners over a 15 year period.

RECOMMENDATION

It is recommended that the City Council approve the resolution fixing the form and detail of the bond issue.

APPROVED BY CITY ADMINISTRATOR

Attachments

1388 Bond resolution

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Yellowstone County, Montana (the "City"), hereby certify that the attached resolution is a true copy of a Resolution entitled: "RESOLUTION RELATING TO \$250,000 SPECIAL IMPROVEMENT DISTRICT NO. 1388 BONDS; FIXING THE FORM AND DETAILS AND PROVIDING FOR THE EXECUTION AND DELIVERY THEREOF AND SECURITY THEREFOR" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on September 13, 2010, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Council Members voted in favor thereof: _____
_____;

voted against the same: _____; abstained from voting thereon:
_____; or were absent: _____.

WITNESS my hand and seal officially this _____ day of September, 2010.

(SEAL)

City Clerk

RESOLUTION NO. _____

RESOLUTION RELATING TO \$250,000 SPECIAL
IMPROVEMENT DISTRICT NO. 1388 BONDS; FIXING THE
FORM AND DETAILS AND PROVIDING FOR THE
EXECUTION AND DELIVERY THEREOF AND SECURITY
THEREFOR

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

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

1.01. Resolutions of Intention. By Resolution No. 10-18924, duly adopted by the Council on April 12, 2010, this Council declared its intention to create Special Improvement District No. 1388, for the purpose of financing costs of certain public improvements of special benefit to the properties within the proposed district. Resolution No. 10-18924 designated the number of the District, described the boundaries thereof, stated whether the District was an extended district and stated the general character of the improvements to be made (the “Improvements”) and an approximate estimate of the costs thereof, in accordance with the provisions of Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended (the “Act”). After giving notice and conducting a public hearing in accordance with Montana law, the Council pursuant to Resolution No. 10-18936, adopted on May 10, 2010, created the District. The total costs of the Improvements to be constructed in the District, based on bids received by the City, are \$387,116. A portion of the costs of the Improvements are to be paid from funds the City has on hand and available therefor in the amount of \$137,116. The balance of the cost of the Improvements is expected to be paid from proceeds of the City’s special improvement district bonds. The City intends to issue its Special Improvement District No. 1388 Bonds to pay costs of the Improvements, costs of creation and administration of the District, the funding of a deposit to the City’s Special Improvement District Revolving Fund (the “Revolving Fund”) and the costs of the issuance of the Special Improvement District Bonds (the “Bonds”). The Bonds are to be payable primarily from special assessments to be levied against the 46 parcels of property in the District which property will be specially benefited by the Improvements in an amount not less than the principal amount of the Bonds.

By Resolution No. 10-18936, this Council further found that it is in the public interest, and in the best interest of the City and the District, to secure payment of principal of and interest on the Bonds by the Special Improvement District Revolving Fund of the City (the “Revolving Fund”), on the basis of factors required to be considered under Section 7-12-4225 of the Act. Those findings are hereby ratified and confirmed.

1.02. Notices. Notice of the passage of the Resolution of Intention was given by two publications, with at least six days between publications, in the *Billings Times*, a weekly newspaper of general circulation published within the City. Notice of the passage of the Resolution of Intention was also mailed the same day the notice was first published to all persons, firms or corporations or the agents thereof having real property within the District, listed in their names upon the last completed assessment roll for state, county and school district taxes,

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

1.03. Creation of District. At the time and place specified in the notice hereinabove described, this Council met to hear, consider and pass upon all protests made against the making of the Improvements and the creation of the District, and, after consideration thereof, it was determined and declared that insufficient protests against the creation or extension of the District or the proposed work had been filed in the time and manner provided by law by the owners of the property to be assessed for the Improvements in the District, and this Council did therefore by Resolution No. 10-18936, adopted on May 10, 2010, create Special Improvement District No. 1388, order the proposed Improvements in accordance with the Resolution of Intention, and confirm the findings it made with respect to the pledge of the Revolving Fund in the Resolution of Intention.

1.04. Construction Contracts. The City will cause or has caused to be constructed certain Improvements as described in the Resolution of Intention. Plans, specifications, maps, profiles and surveys for construction of the Improvements to be constructed to benefit the District were prepared by the engineers acting for the City or by City engineers, and were thereupon examined and approved by this Council. Advertisements for bids for construction of the Improvements were published in the official newspaper of the City in accordance with the provisions of Montana Code Annotated, Section 7-12-4141, after which the bids theretofore received were opened and examined. After referring the bids to the engineers for the City it was determined that the lowest regular proposals for the furnishing of all work and materials required for constructing the Improvements in accordance with the approved plans and specifications were the following:

<u>Work</u>	<u>Bidder</u>	<u>Contract Price</u>
Street and storm drain improvements, drive approach improvements, and curb and gutter improvements to be constructed on Dorothy Lane between Bench Boulevard and Cottonwood Boulevard; and street and storm drain improvements, drive approach improvements, curb and gutter improvements, and sidewalk improvements to be constructed on Dorothy Lane between Cottonwood Boulevard and Hawthorne Lane	H.L. Ostermiller Construction, Inc.	\$249,358.08

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

1.05. Costs. It is currently estimated that the costs and expenses connected with and incidental to the formation of the District to the City to be financed by the Bonds and assessed against properties in the District, including costs of preparation of plans, specifications, maps, profiles, engineering superintendence and inspection, preparation of assessment rolls, expenses of making the assessments, the cost of work and materials under the construction contracts and all other costs and expenses, including the deposit of proceeds in the Revolving Fund of \$12,500, are \$250,000. Such amounts will be levied and assessed upon the assessable real property within the District on the basis described in the Resolution of Intention. This Council has jurisdiction and is required by law to levy and assess such amounts, to collect such special assessments and credit the same to the special improvement district funds created for the District, which funds are to be maintained on the official books and records of the City separate from all other City funds, within the Special Improvement District No. 1388 Fund (the "District Fund") for the payment of principal and interest when due on the bonds herein authorized.

1.06. Sale and Issuance of Bonds. For the purpose of financing a portion of the costs and expenses of making the Improvements, which are to be assessed against the property within the District as provided in the Resolution of Intention, this Council, pursuant to Resolution No. 10-18969, adopted July 26, 2010, determined that it would be in the best interests of the City to sell the Bonds at a private negotiated sale to D.A. Davidson & Co., of Great Falls, Montana (the "Purchaser") subject to the following limitations and conditions: (1) the aggregate principal amount of the Bonds shall not exceed \$300,000; (2) the rate on the Bonds shall not exceed 6.00% per annum; (3) the term of the Bonds shall not extend beyond July 1, 2025; (4) the Bonds shall be payable from special assessments to be levied against property in the District; and (5) the Bonds shall be callable from the prepayment of special assessments. Subsequent thereto, it was determined that the principal amount of the Bonds to be issued should be \$250,000. This Council authorized the City to enter into a bond purchase agreement (the "Bond Purchase Agreement") with the "Purchaser, dated August 23, 2010 pursuant to which the Purchaser agreed to purchase from the City the Bonds at a purchase price of \$243,750 (representing the stated principal amount of the Bonds, less underwriter's discount of \$6,250.00), at the rates of interest set forth in Section 2.01 hereof and upon the further terms set forth in this resolution. In the event of any discrepancy between the Bond Purchase Agreement and this Resolution, the Resolution shall control.

The Preliminary Official Statement relating to the Bonds, dated August 10, 2010, and the Final Official Statement relating to the Bonds, dated August 30, 2010, are hereby approved. The officers of the City are hereby authorized and directed to execute such certificates as may be appropriate concerning the accuracy, completeness and sufficiency of the Official Statement and to deliver to the Purchaser within seven business days after the date of adoption of this resolution

copies of the Official Statement in accordance with the Bond Purchase Agreement, supplemented so as to contain the terms of the Bonds as set forth in this resolution and the reoffering and other information provided by the Purchaser for inclusion in the Official Statement..

1.07. Recitals. All acts, conditions and things required by the Constitution and laws of the State of Montana, including Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended, and the home rule charter of the City, in order to make the Bonds valid and binding special obligations in accordance with their terms and in accordance with the terms of this resolution have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required.

Section 2. The Bonds.

2.01. Principal Amount, Maturities, Denominations, Date, Interest Rates. For the purpose of paying the costs and expenses incurred in construction of the Improvements, and in anticipation of the collection of special assessments to be levied therefor, and in accordance with the proposal described in Section 1.06, the City shall forthwith issue and deliver to the Purchaser the Bonds payable solely from the District Fund and denominated “Special Improvement District No. 1388 Bonds.” The Bonds shall be in the denomination of \$5,000 each or any integral multiple thereof of single maturities. The Bonds with a stated maturity in 2025 are being issued as term bonds and are subject to mandatory sinking fund redemption in principal amounts as provided in Section 2.07. The Bonds shall mature on July 1 in the years and amounts listed below, and the Bonds maturing in such years and amounts shall bear interest from date of original issue until paid or duly called for redemption at the rates shown opposite such years and amounts, as follows:

Year	Principal Amount	Interest Rate	Year	Principal Amount	Interest Rate
2011	\$15,000	2.500%	2018	\$15,000	4.150%
2012	15,000	2.600	2019	15,000	4.350
2013	15,000	2.750	2020	15,000	4.550
2014	15,000	3.250	2021	20,000	4.700
2015	15,000	3.400	2022	20,000	4.800
2016	15,000	3.700	2025*	60,000	5.150
2017	15,000	3.950			

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

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

2.02. Interest Payment Dates. Interest on the Bonds shall be payable on each January 1 and July 1, commencing January 1, 2011, to the owners of record thereof as such appear on the bond register at the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day. Upon the original delivery of the Bonds to the

Purchaser and upon each subsequent transfer or exchange of a Bond pursuant to Section 2.04, the Registrar shall date each Bond as of the date of its authentication.

2.03. Method of Payment. The Bonds shall be issued only in fully registered form. The interest on and, upon surrender thereof at the principal office of the Registrar (as hereinafter defined), the principal of each Bond, shall be payable by check or draft drawn on the Registrar.

2.04. Registration. The City shall appoint, and shall maintain, a bond registrar, transfer agent and paying agent for the Bonds (the “Registrar”). This Section 2.04 shall establish a system of registration for the Bonds as defined in the Model Public Obligations Registration Act of Montana.

The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

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

(b) Transfer. Upon surrender to the Registrar for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer of any Bond or portion thereof selected or called for redemption. No transfer or exchange of a Bond shall affect its order of registration for purposes of redemption pursuant to Section 2.06.

(c) Exchange. Whenever any Bond is surrendered by the registered owner for exchange, the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount, interest rate and maturity, as requested by the registered owner or the owner’s attorney duly authorized in writing.

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

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

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name any Bond is at any time registered in the bond register as the absolute owner

of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the City upon such Bond to the extent of the sum or sums so paid.

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

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

2.05. Initial Registrar. The City hereby appoints U.S. Bank National Association, of Seattle, Washington, as the initial Registrar for the Bonds. The City reserves the right to appoint a successor Registrar, and the City agrees to pay the reasonable and customary charges of the Registrar for the services performed. Upon merger or consolidation of a bank or trust company that is acting as the Registrar, if the resulting corporation is a bank or trust company authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar. The City reserves the right to remove any Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession as Registrar to the successor Registrar and shall deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Council, the Financial Services Manager shall transmit to the Registrar, solely from money in the District Fund available therefor, moneys sufficient for the payment of all principal, premium, if any, and interest then due on the Bonds.

2.06. Redemption.

(a) Mandatory Redemption. If on any interest payment date there will be a balance in the District Fund after payment of the principal and interest due on all Bonds drawn against it, either from the prepayment of special assessments levied in the District or from the transfer of surplus money from the Construction Account to the Principal Account as provided in Section 3.02 or otherwise, the Financial Services Manager shall

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

(b) Optional Redemption. The Bonds are subject to redemption, in whole or in part, at the option of the City from sources of funds available therefor other than those described under Section 2.06(a) on the terms of this paragraph. The Bonds with stated maturities on or after July 1, 2019 will be subject to redemption on July 1, 2018, and any date thereafter, at the option of the City, in whole or in part, at a redemption price equal to the principal amount thereof to be redeemed plus interest accrued to the redemption date, without premium.

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

(d) Notice and Effect of Redemption. The date of redemption and the principal amount of the Bonds shall be fixed by the Financial Services Manager, who shall give notice thereof to the Registrar in sufficient time for the Registrar to give notice, by first class mail, postage prepaid, or by other means required by the securities depository, to the owner or owners of such Bonds at their addresses appearing in the bond register, of the numbers of the Bonds or portions thereof to be redeemed and the date on which payment will be made, which date shall be not less than thirty (30) days after the date of mailing notice. On the date so fixed interest on the Bonds or portions thereof so redeemed shall cease.

(e) Notification to the Paying Agent: Upon request by the City under the above sections 2.05(a) and 2.05(b), the Registrar shall give notice of redemption as directed provided that the City has given the Registrar such request at least 45 days prior to the redemption date.

2.07. Mandatory Sinking Fund Redemption. The Bonds with a stated maturity in 2025 are subject to mandatory sinking fund redemption on July 1 in the year and the principal amount set forth below in \$5,000 principal amounts, selected by the Registrar, by lot or other manner it deems fair, at a redemption price equal to the principal amount thereof to be redeemed plus interest accrued to the redemption date:

Stated Maturity of Term Bonds <u>(July 1)</u>	Sinking Fund Payment Date <u>(July 1)</u>	Principal Amount on Sinking Fund Payment Date	Principal Amount due on <u>Maturity</u>
2025	2023	\$20,000	\$20,000
	2024	20,000	

The principal amount of the Term Bond having a stated maturity in 2025 required to be redeemed on the above Sinking Fund Payment Dates shall be reduced by the principal amount of any such term bonds theretofore redeemed and not previously applied to reduce the principal amount of such bonds on a Sinking Fund Payment Date.

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

2.09. Execution, Registration and Delivery. The Bonds shall be prepared under the direction of the City Clerk and shall be executed on behalf of the City by the signatures of the Mayor, Financial Services Manager and the City Clerk and sealed with the official seal of the City; provided that the signatures and the corporate seal may be printed, engraved or lithographed facsimiles of the originals. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so executed, authenticated and registered, they shall be delivered by the Registrar to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed. The Purchaser shall not be obligated to see to the application of the purchase price, but from the net proceeds of the Bonds the Financial Services Manager shall credit forthwith \$12,500 to the Revolving Fund, as required by Section 7-12-4169(2) of the Act, any accrued interest to the Interest Account in the District Fund, and the balance of such proceeds to the Construction Account in the District Fund, in proportion to the principal amounts of the Bonds allocable to the District, as set forth in Section 1.05, to be used solely for the purposes described in Section 3.02.

2.10. Securities Depository for the Bonds.

(a) For purposes of this Section 2.10, the following terms shall have the following meanings:

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

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

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

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

“Representation Letter” shall mean the Blanket Issuer Letter of Representations from the City to DTC, attached to this resolution as Exhibit C, which is hereby incorporated by reference and made a part hereof.

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

(c) In the event the City determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds in the form of Bond certificates, the City may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bonds in the form of certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The Representation Letter sets forth certain matters with respect to, among other things, notices, consents and approvals by registered owners of the Bonds and Beneficial Owners and payments on the Bonds. The Registrar shall have the same rights with respect to its actions thereunder as it has with respect to its actions under this resolution.

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

Section 3. District Fund; Assessments.

3.01. District Fund. There is hereby created and established the District Fund designated as the “Special Improvement District No. 1388 Fund,” which shall be maintained by the Financial Services Manager on the books and records of the City separate and apart from all other funds of the City (the “District Fund”). Within the District Fund there shall be maintained three separate accounts, designated as the “Construction Account,” “Principal Account” and “Interest Account,” respectively.

3.02. Construction Account. There shall be credited to the Construction Account certain proceeds of the sale of the Bonds as provided herein. All proceeds of the Bonds except amounts required to be deposited in the Interest Account shall be deposited in the Construction Account. Any earnings on investment of money in the Construction Account shall be retained therein. All costs and expenses of constructing the Improvements to be paid from proceeds of the Bonds shall be paid from time to time as incurred and allowed from the Construction Account in accordance with the provisions of applicable law, and money in the Construction Account shall be used for no other purpose; provided that upon completion of the Improvements and after all claims and expenses with respect to the Improvements have been fully paid and satisfied, any money remaining in said Construction Account shall be transferred to said Principal Account in the District Fund and used to redeem Bonds as provided in Section 3.03.

3.03. Principal Account and Interest Account. Money in the Principal Account and the Interest Account shall be used only for payment of the principal of and interest on the Bonds as such payments become due or to redeem Bonds. From the proceeds of the Bonds, there shall be deposited in the Interest Account any interest on the Bonds accrued to the date of their delivery, pro rata, in proportion to the principal amount of Bonds issued for such District as set forth in Section 1.06.

Upon collection of the installment of principal and interest due on November 30 and May 31 of each fiscal year on the special assessments to be levied with respect to the Improvements in

the District, the Financial Services Manager shall credit to the Interest Account in the District Fund so much of said special assessments as is collected as interest payment and the balance thereof to the Principal Account. Any installment of any special assessment paid prior to its due date with interest accrued thereon to the next succeeding interest payment date shall be credited with respect to principal and interest payments in the same manner as other assessments are credited to the District Fund. All money in the Interest Account and the Principal Account shall be used first to pay interest due, and any remaining money shall be used to pay the Bonds then due and, if money is available, to redeem the principal amounts of the Bonds in accordance with Section 2.06; provided that any money transferred to the Principal Account from the Construction Account pursuant to Section 3.02 shall be applied to redeem the principal amounts of the Bonds to the extent possible on the next interest payment date for which notice of redemption may properly be given pursuant to Section 2.06. Redemption of the Bonds shall be as provided in Section 2.06, and interest shall be paid as accrued thereon to the date of redemption, in accordance with the provisions of Section 7-12-4206 of the Act.

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

Pursuant to Ordinance No. 1096, the City has undertaken and agreed to provide funds for the Revolving Fund by annually levying such tax or making such loan from the general fund of the City as authorized by Montana Code Annotated, Section 7-12-4222. In the event that the balance on hand in the Revolving Fund fifteen days prior to any date when interest is due on special improvement district bonds or warrants of the City is not sufficient to make good all deficiencies then existing in the special improvement district funds for which the City covenants to make loans from the Revolving Fund, the balance on hand in the Revolving Fund shall be allocated to the funds of the special improvement districts in which such deficiencies then exist in proportion to the amounts of the deficiencies on the respective dates of receipt of such money, until all interest accrued on such special improvement district bonds or warrants of the City has been paid and to the extent of amounts available in the Revolving Fund. On any date when all accrued interest on special improvement district bonds and warrants of the City payable from funds for which the City has covenanted to make loans from the Revolving Fund has been paid, any balance remaining in the Revolving Fund shall be lent or advanced to the special improvement district funds for payment and redemption of bonds to the extent the special improvement district funds are deficient for such purpose, and, if money in the Revolving Fund is insufficient therefor, pro rata, in an amount proportionate to the amount of such deficiency.

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

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

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

4.02. Construction of Improvements. The City will do all acts and things necessary to enforce the provisions of the construction contracts and bonds referred to in Section 1.04 and to ensure the completion of the Improvements for the benefit of the District in accordance with the plans and specifications and within the time therein provided, and will pay all costs thereof promptly as incurred and allowed, out of the District Fund and within the amount of the proceeds of the Bonds appropriated thereto.

4.03. Levy of Assessments. The City will do all acts and things necessary for the final and valid levy of special assessments upon all assessable real property within the boundaries of the District in accordance with the Constitution and laws of the State of Montana and the Constitution of the United States in an aggregate principal amount not less than \$250,000 for the District. Such special assessments shall be levied on the basis or bases prescribed in the Resolution of Intention, and shall be payable in substantially equal semiannual installments of principal and interest over a period of 15 years, at an annual rate equal to the sum of: (i) the average annual interest rate borne by the then-outstanding Bonds, plus (ii) one-half of one percent (0.50%) per annum. The assessments to be levied will be payable on the 30th day of November in each of the years 2010 through 2024, and on the 31st day of May in the years 2011 through 2025, inclusive, if not theretofore paid, and shall become delinquent on such date unless paid in full. The first partial payment of each assessment shall include interest on the entire assessment from the date of original registration of the Bonds to January 1, 2011. The assessments shall constitute a lien upon and against the property against which they are made and levied, which lien may be extinguished only by payment of the assessment with all penalties, cost and interest as provided in Montana Code Annotated, Section 7-12-4191. No tax deed issued with respect to any lot or parcel of land shall operate as payment of any installment of the assessment thereon which is payable after the execution of such deed, and any tax deed so issued shall convey title subject only to the lien of said future installments, as provided in Montana Code Annotated, Section 15-18-214.

4.04. Reassessment. If at any time and for whatever reason any special assessment or tax herein agreed to be levied is held invalid, the City and this Council, its officers and

employees, will take all steps necessary to correct the same and to reassess and re-levy the same, including the ordering of work, with the same force and effect as if made at the time provided by law, ordinance or resolution relating thereto, and will reassess and re-levy the same with the same force and effect as an original levy thereof, as authorized in Montana Code Annotated, Section 7-12-4186. Any special assessment, or reassessment or re-levy shall, so far as is practicable, be levied and collected as it would have been if the first levy had been enforced including the levy and collection of any interest accrued on the first levy.

If proceeds of the Bonds, including investment income thereon, are applied to the redemption of such Bonds, as provided in Montana Code Annotated, Sections 7-12-4205 and 7-12-4206, or if refunding bonds are issued and the principal amount of the outstanding Bonds of the District is decreased or increased, the City will reduce or increase, respectively, the assessments levied in the District and then outstanding pro rata by the principal amount of such prepayment or the increment above or below the outstanding principal amount of bonds represented by the refunding bonds. The City and this Council, its officers and employees will reassess and re-levy such assessments, with the same effect as an original levy, in such reduced or increased amounts in accordance with the provisions of Montana Code Annotated, Sections 7-12-4176 through 7-12-4178.

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

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

Section 5. Tax Matters.

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

5.02. General Covenant. The City covenants and agrees with the owners from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become includable in gross

income for federal income tax purposes under the Code and applicable Treasury Regulations (the “Regulations”), and covenants to take any and all actions within its powers to ensure that the interest on the Bonds will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

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

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

5.05. “Qualified Tax-Exempt Obligations.” Pursuant to Section 265(b)(3)(B)(ii) of the Code, the City hereby designates the Bonds as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code. The City has not designated any obligations in 2010 other than the Bonds under Section 265(b)(3), except its \$182,000 Special Improvement District No. 1389 Bonds, its \$4,100,000 Sewer System Revenue Bonds (DNRC Water Pollution Control State Revolving Loan Program), Consisting of \$384,000 Subordinate Lien Taxable Series 2010A Bond, \$816,000 Series 2010B Bond, and \$2,900,000 Series 2010C Bond, its \$3,300,000 Water System Revenue Bonds (DNRC Drinking Water State Revolving Loan Program), Consisting of \$500,000 Subordinate Lien Taxable Series 2010A Bond and \$2,800,000 Series 2010B Bond, and its \$1,080,000 General Obligation Refunding Bonds, Series 2010. The City hereby represents that it does not anticipate that obligations bearing interest not includable in gross income for purposes of federal income taxation under Section 103 of the Code (including refunding obligations as provided in Section 265(b)(3) of the Code and including “qualified 501(c)(3) bonds” but excluding other “private activity bonds,” as defined in Sections 141(a) and 145(a) of the Code) will be issued by or on behalf of the City and all “subordinate entities” of the City in 2010 in an amount greater than \$30,000,000.

5.06. Information Reporting. The City shall file with the Secretary of the Treasury, not later than November 15, 2010, a statement concerning the Bonds containing the information required by Section 149(e) of the Code.

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

Section 7. Discharge.

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

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

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

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

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

Section 8. Continuing Disclosure.

(a) Purpose and Beneficiaries. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit participating underwriters in the primary offering of the Bonds to comply with paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “Rule”), the City will covenant and agree, for the benefit of the registered holders or beneficial owners from time to time of the outstanding Bonds, in the Bond Resolution, to provide annual reports of specified information and notice of the occurrence of certain events, if material, to the Municipal Securities Rulemaking Board (“MSRB”) through its Electronic Municipal Market Access system website (“EMMA”), as hereinafter described (the “Disclosure Covenants”). The City is the only “obligated person” in respect of the Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made.

The City has complied in all material respects with any undertaking previously entered into by it under the Rule.

If the City fails to comply with any provisions of this Section 8, any person aggrieved thereby, including the Owners of any Outstanding Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of any agreement or covenant contained in this Section 8, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder to the extent permitted by law. Notwithstanding anything to the contrary contained herein, in no event shall a default under this Section 8 constitute a default under the Bonds or under any other provision of this Resolution.

As used in this Section 8, “Owner” or “Bondowner” means, in respect of a Bond, the Holder thereof, and any other person who provides to the Registrar evidence in form and substance reasonably satisfactory to the Registrar that such person (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Bond (including persons or entities holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of the Bond for federal income tax purposes.

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

(1) on or before 270 days after the end of each fiscal year of the City, commencing with the fiscal year ending June 30, 2010, the following financial information and operating data in respect of the City (the “Disclosure Information”):

(A) the audited financial statements for such fiscal year, accompanied by the audit report and opinion of the accountant or

government auditor relating thereto, as permitted or required by the laws of the State of Montana, containing balance sheets as of the end of such fiscal year and a statement of operations, changes in fund balances and cash flows for the fiscal year then ended, showing in comparative form such figures for the preceding fiscal year of the City, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Montana law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the City, noting the discrepancies therefrom and the effect thereof, and certified as to accuracy and completeness in all material respects by the City Clerk; and

(B) To the extent not included in the financial statements referred to in paragraph (A) hereof, the information of the type set forth below, which information may be unaudited, but is to be certified as to accuracy and completeness in all material respects by the City Clerk to the best of his or her knowledge, which certification may be based on the reliability of information obtained from third party sources:

(1) information, for such fiscal year, relating to special assessments, collections, investment earnings and debt service payments, amounts on hand in the Revolving Fund and transfers in and out contained in the table under the captions “The District,” “The Revolving Fund,” “Other Outstanding Special Improvement District Bonds and the Revolving Fund,” “Statement of Changes in Fund Balance of the Revolving Fund” and “Future Financings” in the Official Statement;

(2) updated information for such fiscal year until the time the property in the District is fully developed, relating to ownership of the property in the District, the status of development of the property in the District, and the delinquencies, if any, in the payments of assessments;

(3) information, as of January 1 for the current tax year, relating to the appraised value and taxable value of taxable property in the District;

(4) identification of the property owners in the District and the assessments by name, type of property and taxable value;

(5) information, as of the most recent date available, regarding employment in the Billings MSA, the State of Montana and the United States of the type contained in the table under the caption “The City—Employment” in the Official Statement; and

(6) Information, as of the most recent date available, regarding the larger employers in the Billings MSA, identifying the employer and estimated number of employees of the type contained in the table under the caption “The City—Employment—Major Employers” in the Official Statement; and

(7) Information, as of the end of the most recent fiscal year, regarding the direct debt of the City, including debt evidenced by special improvement district bonds, overlapping general obligation debt and debt ratios of the type contained under the captions “The City—Direct Debt of the City,” “—Overlapping General Obligation Debt,” “—Debt Ratios for General Obligation Debt” and “—Additional Debt” in the Official Statement.

Notwithstanding the foregoing paragraph, if the audited financial statements are not available by the date specified, the City shall provide on or before such date unaudited financial statements in the format required for the audited financial statements as part of the Disclosure Information and, within 10 days after the receipt thereof, the City shall provide the audited financial statements.

Any or all of the Disclosure Information may be incorporated by reference, if it is updated as required hereby, from other documents, including official statements, which have been submitted to each of the repositories hereinafter referred to under subsection (c) or the SEC. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The City shall clearly identify in the Disclosure Information each document so incorporated by reference.

If any part of the Disclosure Information can no longer be generated because the operations of the City have materially changed or been discontinued, such Disclosure Information need no longer be provided if the City includes in the Disclosure Information a statement to such effect; provided, however, if such operations have been replaced by other City operations in respect of which data is not included in the Disclosure Information and the City determines that certain specified data regarding such replacement operations would be a Material Fact (as defined in paragraph (2) hereof), then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations.

If the Disclosure Information is changed or this Section 8 is amended as permitted by this paragraph (b)(1) or subsection (d), then the City shall include in the next Disclosure Information to be delivered hereunder, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

Section 9. Repeals and Effective Date.

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

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

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this 13th day of September, 2010.

Mayor

Attest: _____
City Clerk

(SEAL)

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF MONTANA
YELLOWSTONE COUNTY

CITY OF BILLINGS

SPECIAL IMPROVEMENT DISTRICT NO. 1388 BONDS

Interest at the rate per annum specified below,
payable on the 1st day of January and the 1st day of July
in each year, commencing January 1, 2011.

No. _____ \$ _____ .00

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
%	July 1,	September 15, 2010	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: AND NO/100 DOLLARS

FOR VALUE RECEIVED, the City of Billings, Yellowstone County, Montana, will pay to the registered owner identified above, or registered assigns, on the maturity date specified above the principal amount specified above, solely from the revenues hereinafter specified, as authorized by Resolution No. _____, adopted September 13, 2010 (the "Resolution"), all subject to the provisions hereinafter described relating to the redemption of this Bond before maturity. This Bond bears interest at the rate per annum specified above from the date of registration of this Bond, as expressed herein, or from such later date to which interest hereon has been paid or duly provided for, until the maturity date specified above or an earlier date on which this Bond shall have been duly called for redemption by the Financial Services Manager. Interest on this Bond is payable semiannually on the first day of January and the first day of July in each year, commencing January 1, 2011, to the owner of record of this Bond appearing as such in the bond register as of the close of business on the 15th day (whether or not such is a business day) of the immediately preceding month. Interest on and, upon presentation and surrender hereof at the operations center of the bond registrar and paying agent hereinafter named, the principal of this Bond are payable by check or draft of U.S. Bank National Association, as Bond Registrar, Transfer Agent and Paying Agent, at its operations center in St. Paul, Minnesota, or its successor designated under the Resolution (the "Registrar"). The principal of and interest on this Bond are payable in lawful money of the United States of America.

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

This Bond is one of an issue in the aggregate principal amount of \$250,000 (the "Bonds"), all of like date of original issue and tenor, except as to serial number, denomination, date, interest rate, maturity date, and redemption rights. The Bonds are issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended (the "Act"), and ordinances and resolutions duly adopted by the governing body of the City, including the Resolution, to finance the costs of certain local improvements (the "Improvements") for the special benefit of property located in Special Improvement District No. 1388 (the "District") of the City. The Bonds are issuable only as fully registered bonds of single maturities in denominations of \$5,000 or any integral multiple thereof. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

This Bond is payable from the collection of a special tax or assessment levied upon all Benefited Property (as defined in the Resolution) within the boundaries of the District, in an aggregate principal amount of not less than \$250,000, except as such amounts may be reduced or increased in accordance with provisions of Montana law. Such assessments constitute a lien against the property against which they are made and levied and are to be deposited into the Special Improvement District No. 1388 Fund of the City (the "District Fund"). The Bonds are not a general obligation of the City.

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

The Bonds are subject to mandatory redemption in order of stated maturities or sinking fund payment date and within a stated maturity in \$5,000 principal amounts selected by lot or other manner deemed fair by the Registrar, shall be redeemed before other Bonds of such stated maturity, on any interest payment date if, after paying all principal and interest then due on the

Bonds, there are funds to the credit of the District Fund, from the prepayment of assessments levied in the District or from surplus proceeds of the Bonds not required to pay costs of the Improvements, for the redemption thereof, and in the manner provided for the redemption of the same. In addition, the Bonds with stated maturities on or after July 1, 2019 are subject to redemption on July 1, 2018, and any date thereafter, at the option of the City, in whole or in part, at a redemption price equal to the principal amount thereof to be redeemed plus interest accrued to the redemption date, without premium. The redemption price is equal to the principal amount of the Bonds or portions thereof to be redeemed plus interest accrued thereon to the date of redemption. The date of redemption and principal amount shall be fixed by the Financial Services Manager, who shall give notice thereof to the Registrar in sufficient time for the Registrar to give notice, by first class mail, postage prepaid, or by other means required by the securities depository, to the owner or owners of such Bonds at their addresses shown on the bond register, of the Bonds or portions thereof to be redeemed and the date on which payment will be made, which date shall not be less than thirty (30) days after the date of mailing of notice, on which date so fixed interest shall cease. On the date so fixed interest on the Bonds or portions thereof so redeemed shall cease to accrue. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

The Bonds with a stated maturity in 2025 are subject to mandatory sinking fund redemption on July 1 in the year and the principal amount set forth below in \$5,000 principal amounts, selected by the Registrar, by lot or other manner it deems fair, at a redemption price equal to the principal amount thereof to be redeemed plus interest accrued to the redemption date:

Stated Maturity of Term Bonds (July 1)	Sinking Fund Payment Date (July 1)	Principal Amount on Sinking Fund Payment Date	Principal Amount due on <u>Maturity</u>
2025	2023	\$20,000	\$20,000
	2024	20,000	

The principal amount of the Term Bond having a stated maturity in 2025 required to be redeemed on the above Sinking Fund Payment Dates shall be reduced by the principal amount of any such term bonds theretofore redeemed and not previously applied to reduce the principal amount of such bonds on a Sinking Fund Payment Date.

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

subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

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

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all things required to be done precedent to the issuance of this Bond have been properly done, happened and been performed in the manner prescribed by the laws of the State of Montana and the resolutions and ordinances of the City of Billings, Montana, relating to the issuance thereof; and that the opinion attached hereto is a true copy of the legal opinion given by Bond Counsel with reference to the Bonds, dated the date of original issuance and delivery of the Bonds.

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

IN WITNESS WHEREOF, the City of Billings, Yellowstone County, Montana, by its City Council, has caused this Bond and the certificate on the reverse hereof to be executed by the facsimile signatures of the Mayor, the Financial Services Manager and the City Clerk, and by a printed facsimile of the official seal of the City.

CITY OF BILLINGS, MONTANA

(Facsimile Signature)
MAYOR

(Facsimile Signature)
FINANCIAL SERVICES MANAGER

(Facsimile Seal)

(Facsimile Signature)
CITY CLERK

CERTIFICATE OF AUTHENTICATION

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

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

By _____
Authorized Signature

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

TEN COM — as tenants
in common

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

TEN ENT — as tenants
by the entireties

under Uniform Transfers to Minors
Act
(State)

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

Additional abbreviations may also be used.

ASSIGNMENT

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

Dated: _____

PLEASE INSERT SOCIAL SECURITY
OR OTHER IDENTIFYING NUMBER
OF ASSIGNEE:

/ _____ /

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

SIGNATURE GUARANTEED

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

EXHIBIT B
[FORM OF DTC LETTER]

Regular City Council Meeting

Date: 09/13/2010

TITLE: Resolution to Amend Resolution 10-18921 to Increase City Administrator Signature Authority to implement the Neighborhood Stabilization Program

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

City staff is requesting approval of a Resolution to amend Resolution 10-18921 to increase City Administrator signature authority to implement the Neighborhood Stabilization Program in order to accommodate several improvements recommended to ensure quality rehabilitation and long-term stabilization of properties acquired.

The City of Billings has secured nearly \$556,000 in funding through the Montana Department of Commerce (MDOC) Neighborhood Stabilization Program. Funding for this program was made available through the Housing and Economic Recovery Act of 2008 and must be used to acquire and redevelop foreclosed properties that might otherwise become sources of abandonment and blight within communities. The City was required to submit contract amendments to MDOC to obligate funding on a project-by-project basis, indicating property address and estimated costs in order to secure funding.

Three vacant, foreclosed properties have been acquired by the City and rehabilitation work lists and costs are being finalized for the following: 1039 Custer Avenue, 3701 Cambridge Drive and 1128 Lynn Avenue. All properties were purchased at minimum discount from either the U.S. Department of Housing and Urban Development or a financial institution, averaging 5% of the appraised value. Initial inspections were completed to generate preliminary work lists for MDOC approval for funding.

Contractors to rehabilitate the homes were selected and prioritized through an open, competitive, advertised Request for Proposals process. The identified work on the homes has increased following recent storms and includes managing and preventing future water intrusion and accessibility / mobility items.

The City must obligate all funding via contract to be utilized in the NSP program by September 19, 2010 and must expend all funding obligated by March 19, 2013.

The complete Neighborhood Stabilization Plan, approved by City Council in January 2009, can be viewed online: <http://ci.billings.mt.us/index.aspx?NID=500>. The MDOC has no additional funding they can allocate to the project to purchase additional homes, although staff expects program income from the sale of the homes already acquired.

ALTERNATIVES ANALYZED

1) Approve the resolution to amend Resolution 10-18921 to increase City Administrator's signature authority to facilitate rehabilitation up to \$80,000 on behalf of the City;

2) Do not approve resolution to amend Resolution 10-18921 to increase City Administrator's signature authority to facilitate rehabilitation up to \$80,000.

FINANCIAL IMPACT

No match is required to access NSP funding through MDOC. Administration funding totaling five percent of approved project activities is allowed to be submitted for reimbursement. The MDOC has already awarded the additional funding for rehabilitation improvements for one of the homes. Not approving the increase in signature authority would mean the City would not be able to utilize the additional \$30,000 to evaluate and remedy water intrusion and other needed repairs to improve accessibility.

RECOMMENDATION

Staff recommends that Council approve resolution to amend Resolution 10-18921 to increase City Administrator's signature authority to execute rehabilitation agreements for up to \$80,000 for the Neighborhood Stabilization Program.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution No. 10-18921

Resolution Amending Resolution No. 10-18921

BUDGETARY AUTHORITY RESOLUTION

RESOLUTION NO. 10-18921

A RESOLUTION GRANTING THE CITY ADMINISTRATOR THE AUTHORITY TO EXECUTE CONTRACTS UP TO \$150,000 TO AUTHORIZE AND FACILITATE THE IMPLEMENTATION OF THE NEIGHBORHOOD STABILIZATION PROGRAM.

WHEREAS the City of Billings applied to the Montana Department of Commerce for a maximum of \$2,687,350 in Neighborhood Stabilization Program funding on July 27, 2009 to acquire, rehabilitate and offer affordable housing opportunities to low, moderate, and middle income households;

WHEREAS the funding for the Neighborhood Stabilization Program was authorized through the Housing and Economic Recovery Act of 2008 to prevent the deterioration of neighborhoods due to foreclosures;

WHEREAS the City of Billings received a finalized contract #MT-NSP-024-01-001 from the Montana Department of Commerce's Neighborhood Stabilization Program on January 25, 2010, authorizing the City of Billings to proceed in implementing the Neighborhood Stabilization Program within the City of Billings limits; and

WHEREAS, the City of Billings will appropriate Neighborhood Stabilization funding for approved projects during the fiscal year 2009-2010 to implement the program through Budget Amendments on a project-by-project basis.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Funding Appropriation: The City of Billings hereby authorizes the appropriation of funding on a project-by-project basis to acquire, rehabilitate and sell vacant, foreclosed homes to low, moderate and middle income homeowners.

Section 2. Contract Authority and Execution: The City of Billings hereby authorizes the City Administrator the authority to execute maximum contracts throughout the implementation of the Neighborhood Stabilization Program as follows:

- a) \$150,000 to facilitate the purchase of each eligible, foreclosed and vacant housing unit;
- b) \$25,000 to rehabilitate each foreclosed housing unit to bring the unit to Housing Quality Standards; and
- c) \$20,000 to safely demolish foreclosed and blighted structures not suitable for housing rehabilitation in order to prepare the parcel for future affordable housing development.

Section 3. Change Orders: The City of Billings hereby authorizes the City Administrator the authority to implement change orders to facilitate the implementation of the Neighborhood Stabilization Program.

Section 3. Duration: The Resolution shall become effective on March 23, 2010 and shall cease on the final expenditure date, March 19, 2013, of the Neighborhood Stabilization Program contract #MT-NSP-024-01-001.

Passed and approved this 22nd day of March, 2010.



THE CITY OF BILLINGS:

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

ATTEST:

Cari Martin
Cari Martin, City Clerk

RECEIVED
MAR 26 2010
COM. DEV. DIV.

BUDGETARY AUTHORITY RESOLUTION

RESOLUTION NO. 10-

A RESOLUTION AMENDING RESOLUTION 10-18921 GRANTING THE CITY ADMINISTRATOR THE AUTHORITY TO EXECUTE CONTRACTS UP TO \$150,000 TO AUTHORIZE AND FACILITATE THE IMPLEMENTATION OF THE NEIGHBORHOOD STABILIZATION PROGRAM.

WHEREAS the City of Billings applied to the Montana Department of Commerce for a maximum of \$2,687,350 in Neighborhood Stabilization Program funding on July 27, 2009 to acquire, rehabilitate and offer affordable housing opportunities to low, moderate, and middle income households;

WHEREAS the funding for the Neighborhood Stabilization Program was authorized through the Housing and Economic Recovery Act of 2008 to prevent the deterioration of neighborhoods due to foreclosures;

WHEREAS the City of Billings received a finalized contract #MT-NSP-024-01-001 from the Montana Department of Commerce's Neighborhood Stabilization Program on January 25, 2010, authorizing the City of Billings to proceed in implementing the Neighborhood Stabilization Program within the City of Billings limits; and

WHEREAS, the City of Billings will appropriate Neighborhood Stabilization funding for approved projects during the fiscal year 2009-2010 to implement the program through Budget Amendments on a project-by-project basis.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Funding Appropriation: The City of Billings hereby authorizes the appropriation of funding on a project-by-project basis to acquire, rehabilitate and sell vacant, foreclosed homes to low, moderate and middle income homeowners.

Section 2. Contract Authority and Execution: The City of Billings hereby authorizes the City Administrator the authority to execute maximum contracts throughout the implementation of the Neighborhood Stabilization Program as follows:

- a) \$150,000 to facilitate the purchase of each eligible, foreclosed and vacant housing unit;
- b) \$80,000 to rehabilitate each foreclosed housing unit to bring the unit to Housing Quality Standards; and
- c) \$20,000 to safely demolish foreclosed and blighted structures not suitable for housing rehabilitation in order to prepare the parcel for future affordable housing development.

Section 3. Change Orders: The City of Billings hereby authorizes the City Administrator the authority to implement change orders to facilitate the implementation of the Neighborhood Stabilization Program.

Section 3. Duration: The Resolution shall become effective on September 13, 2010 and shall cease on the final expenditure date, March 19, 2013, of the Neighborhood Stabilization Program contract #MT-NSP-024-01-001.

Passed and approved this 13th day of September, 2010.

THE CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

Cari Martin, City Clerk

Regular City Council Meeting

Date: 09/13/2010

TITLE: Ordinance Amending Ward V Boundary – Second Reading

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

City election ward boundaries must be adjusted to conform to city limit amendments resulting from the exclusion of city property. The City Council approved the exclusion of the portion of Broadwater Avenue located between 56th Street West and 58th Street West, (Annexation #10-01) on August 9, 2010 by Resolution #10- 18976 requiring a change in the boundaries of Ward V. Two readings are required for this action. The first reading of the ordinance was approved on August 23, 2010, and the second reading is scheduled for September 13, 2010.

ALTERNATIVES ANALYZED

The City Council may approve the ordinance to modify the boundary of Ward V on second reading or may deny the ordinance to modify the boundary of Ward V on second reading.

FINANCIAL IMPACT

There is no budget/financial impact from this action.

RECOMMENDATION

Staff recommends that Council approve this ordinance on second reading removing recently excluded property from Ward V.

APPROVED BY CITY ADMINISTRATOR

Attachments

Ward Boundary Modification Ordinance

ORDINANCE NO. 10-_____

AN ORDINANCE OF THE CITY OF BILLINGS, AMENDING BILLINGS MUNICIPAL CODE, CHAPTER 11, ELECTIONS, IN PARTICULAR, SECTION 11-102(c), WARD BOUNDARIES; AND CHANGING THE WARD BOUNDARIES ESTABLISHED THEREIN BY REMOVING CERTAIN NEWLY EXCLUDED REAL PROPERTY FROM WARD V PROVIDING FOR CERTIFICATION AND REPEALING OF ALL ORDINANCES AND RESOLUTIONS INCONSISTENT THEREWITH.

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

1. AMENDMENT. Pursuant to Billings Municipal Code, Section 1.16.030 and the State Law, Billings Municipal Code, Section 1.16.030 Ward Boundaries is hereby amended by removing from the following designated Ward the following described real property:

Ward V: Broadwater Avenue, annexed under Resolution No. 07-18653, Recorded December 24, 2007, Under Document No. 3449522, Records of Yellowstone County, Montana,

Broadwater Avenue Tract:

Basis of bearings Certificate of Survey No. 1322, Recorded June 27, 1973, Under Document No. 937794, Records of Yellowstone County, Montana,

Commencing at the East 1/4 corner of Section 5, T.1S., R.25E., P.M.M.; thence N 89°48'30" W along the E-W mid section line of said Section 5 for a distance of 40.0 feet to the True Point of Beginning; thence continuing along the E-W mid section line of said Section 5 N 89°48'30" W for a distance of 1264.60 feet; thence S 00°05'30" W for a distance of 30.0 feet; thence S 89°48'30" E for a distance of 1264.6 feet; thence N 00°04' E for a distance of 30.0 feet to the Point of Beginning. Said Tract containing 0.871 acres.

(# 10-01) See Exhibit "A" Attached

2. CERTIFICATION. Pursuant to M.C.A. Section 13-3-103, the above change and alteration is hereby certified to the election administrator by the City Council, and the City Administrator or his designee is hereby directed to certify the changes and alterations and to deliver a map showing the boundaries of the ward, the streets, avenues and alleys by name and the ward by number, to the election administrator not more than ten (10) days after the effective date of this ordinance.
3. REPEALER. All other ordinances, sections of the Billings Municipal Code and ordinances inconsistent herewith are hereby repealed.

PASSED by the City Council on the first reading this 23rd day of August, 2010.

PASSED by the City Council on the second reading this 13th day of September, 2010.

THE CITY OF BILLINGS

BY: _____

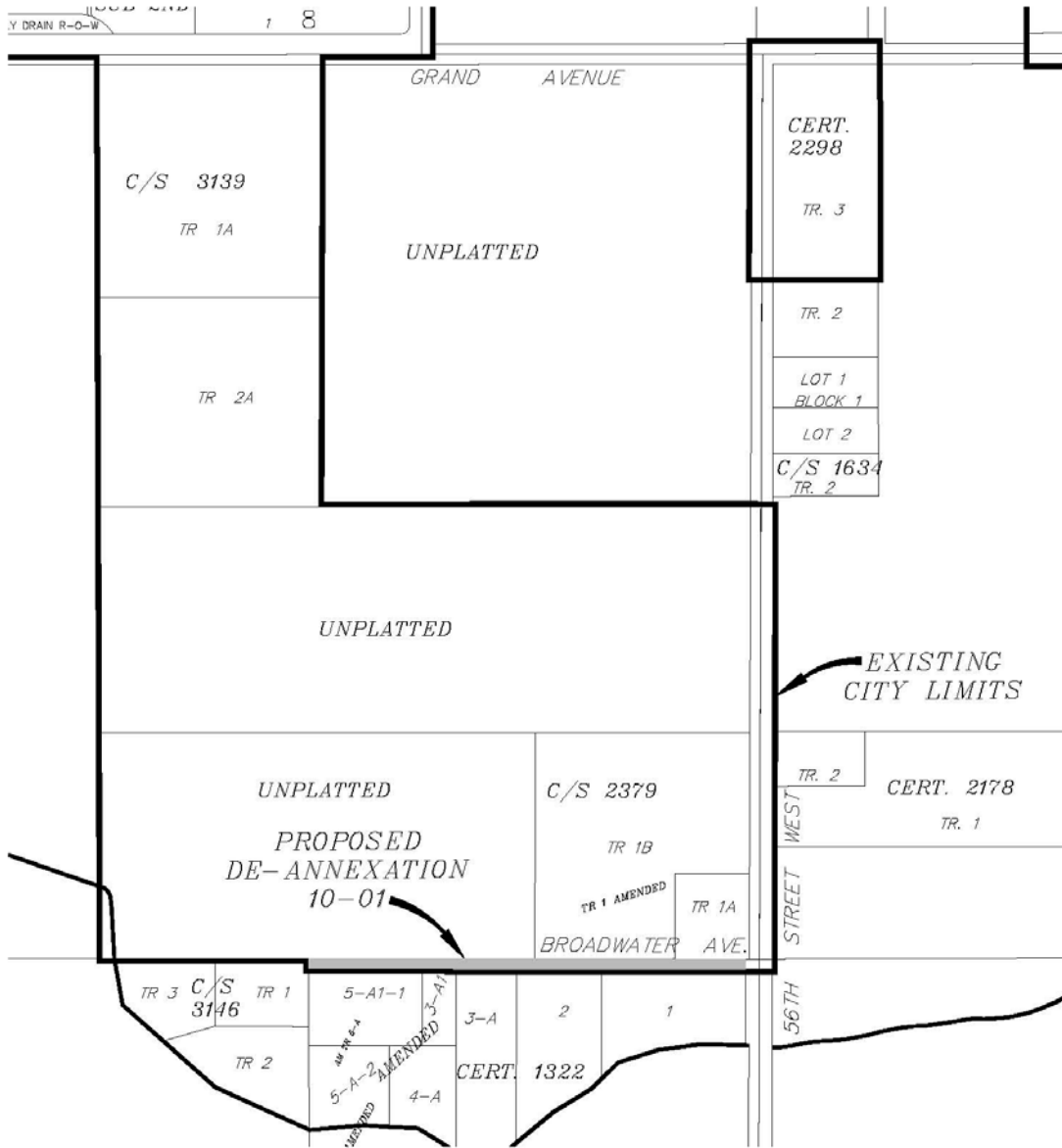
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____

Cari Martin, CITY CLERK

EXHIBIT A



Regular City Council Meeting

Date: 09/13/2010

TITLE: River Rock Estates Subdivision: Preliminary Plat Approval Extension Request

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

River Rock Estates Subdivision is a proposed subdivision that would create 67 lots on approximately 36.36 acres of land. The subject property is generally located on the west side of 46th Street West, south of Rimrock Road between the Hi-Line Ditch and Big Ditch. City Council granted conditional approval to the preliminary plat of River Rock Estates Subdivision on September 24, 2007. Section 23-302(13) of the City Subdivision Regulations stipulates that the conditional approval of preliminary plats shall be in force for not more than three years, unless a request for a one-year extension is received and approved by the City Council. Because the final plat is not yet ready for approval and this preliminary plat approval will expire on September 24, 2010, the subdivider has requested this extension for the Council's consideration (see Attachment). Approval of this request would extend the preliminary plat approval to September 24, 2011.

ALTERNATIVES ANALYZED

The City Council may approve or deny the request to extend the preliminary plat approval for one additional year.

FINANCIAL IMPACT

The platting of 67 new lots would increase the tax revenues from this property for the City. Allowing the subdivider one additional year to prepare to file the final plat will not have any direct financial impact to the City.

RECOMMENDATION

Planning staff recommends that the City Council approve the request for a one-year extension of the preliminary plat approval date for River Rock Estates Subdivision, and set the new expiration date for September 24, 2011.

APPROVED BY CITY ADMINISTRATOR

Attachments

Preliminary Plat approval extension request



July 6, 2010

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


To Whom It May Concern:

River Rock Estates Subdivision received preliminary plat approval on September 24, 2007 for three years. I am requesting a one year extension of preliminary plat approval for the River Rock Estates Subdivision. It is my understanding that this would extend the approval through September 24, 2011. Please email me at larua@boyerproperties.com to confirm that you have received this request and then once again a notice once it has been approved. Thank you.

Boyer Land, LLC, a Montana limited liability company

By: JB & JB Limited Partnership, a Montana Limited Partnership, it's manager

By: JJB, Inc., a Montana corporation, it's general partner

By:  _____

Laura Boyer, it's Secretary

Regular City Council Meeting

Date: 09/13/2010

TITLE: Final Plat of Dorothy Subdivision, Amended Lot 6 and East 25 Feet of Lot 5

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

The final plat for Dorothy Subdivision, Amended Lot 6 and East 25 Feet of Lot 5, is being presented to Council for approval. On April 1, 2010, City staff held a pre-application meeting with the applicant to discuss the creation of a two-lot subdivision of 48,429 square feet of land. It was determined at that time that the subdivision qualifies for the expedited plat review process, which allows, under certain conditions, subdivisions creating just two lots to proceed straight to final plat review. The subject property is located on the south side of Dorothy Lane, east of Bench Boulevard, in the Heights. It is zoned Residential-7000 (R-70). There are three existing single-family residences on the property. The subdivision will create a lot with two houses on it, and a lot with a single house. The property owners are John L. and Elizabeth A. Martinez, and the agent is Atlas Engineers. Upon City Council approval, these 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 Dorothy Subdivision, Amended Lot 6 and East 25 Feet of Lot 5. 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 23-305(F).

FINANCIAL IMPACT

Should the City Council approve the final plat, the City special assessment taxes on the subject property will be reconfigured. Since there would be two lots instead of one, tax revenues may increase.

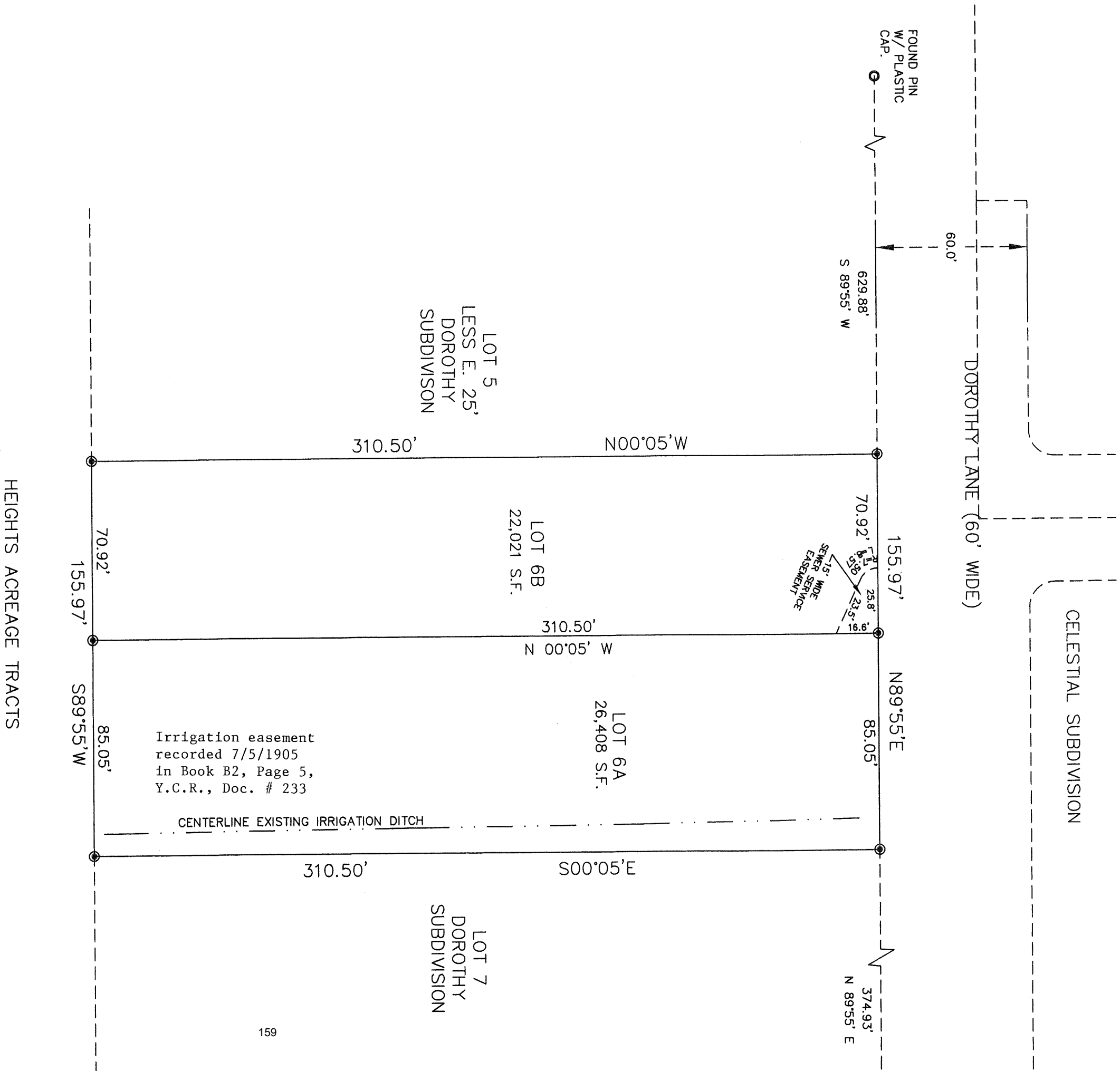
RECOMMENDATION

Staff recommends that the City Council approve the final plat of Dorothy Subdivision, Amended Lot 6 and the East 25 Feet of Lot 5.

APPROVED BY CITY ADMINISTRATOR

Attachments

Final plat



HEIGHTS ACREAGE TRACTS

CERTIFICATE OF DEDICATION

STATE OF MONTANA)
 County of Yellowstone)
 :ss.

KNOW ALL MEN BY THESE PRESENTS: That John L. Martinez and Elizabeth A. Martinez, husband and wife, do hereby certify that they have caused to be surveyed and divided into two lots, a certain tract of land being all of Lot 6 and the East 25 feet of Lot 5, Dorothy Subdivision, located in the S1/2 N1/2 NW1/4 SW1/4 of Section 23, T. 1N., R. 26E., M.M., City of Billings, Yellowstone County, Montana, to be hereafter known as AMENDED LOT OF LOT 6 AND EAST 25 FT. LOT 5, DOROTHY SUBDIVISION in accordance with the provisions of the laws of the State of Montana, said tract containing 48,429 gross and net acre feet and no land is being dedicated to the public. Per 76-3-621(3)(d), MCA, there is no work required as this is a subdivision in which only one additional parcel is created.

John L. Martinez)
 Elizabeth A. Martinez)

STATE OF MONTANA)
 County of Yellowstone)
 :ss.

On this 6th day of August, 2010, before me, a Notary Public in and for the State of Montana, personally appeared John L. Martinez and Elizabeth A. Martinez, husband and wife, who acknowledged to me that they are the persons who signed the foregoing CERTIFICATE OF

Regular City Council Meeting

Date: 09/13/2010

TITLE: Payment of Claims August 9, 2010.

PRESENTED BY: Pat M. Weber, Financial Services Manager

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$2,241,225.61 have been audited and are presented for your approval for payment. A complete listing of the claims dated August 9, 2010, is available in the Finance Department.

ALTERNATIVES ANALYZED

The Council may:

- Approve the payment of claims; or
- Not approve the payment of claims.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that Council approve the Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

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	
08/09/2010	735639	ACTIVE TRANSPORTATION ALTERNAT	20644				5,667.00
240-4301-419.35-60	08/04/2010	ALT MODES JULY 2010	JULY CONTRACT	277001	02/2011		5,667.00
08/09/2010	735646	AMERICAN TITLE & ESCROW	159				10,000.00
288-6581-464.72-77	07/29/2010	MISC SERVICES	HARRIS, KIRA	276849	01/2011		5,428.00
289-6581-464.72-77	07/29/2010	MISC SERVICES	HARRIS, KIRA	276849	01/2011		4,572.00
08/09/2010	735647	AMERICAN TITLE & ESCROW	159				20,065.00
295-6555-463.72-75	08/04/2010	MISC SERVICES	BUCK, PAMELA	276940	02/2011		20,065.00
08/09/2010	735648	AMERICAN TITLE & ESCROW	159				20,065.00
295-6555-463.72-75	08/04/2010	MISC SERVICES	SILVA, KAREN	276939	02/2011		20,065.00
08/09/2010	735652	AMWEST CONTROL INC	9489				4,247.00
513-8491-623.93-90	07/26/2010	TP0050 BLOWER PANEL	6632	274911	01/2011		4,247.00
08/09/2010	735655	ARCHIE COCHRANE	800				7,603.21
571-7147-713.23-20	07/30/2010	MP	614935/1	276892	01/2011		170.10
571-7147-713.23-20	07/30/2010	MP	614940/1	276892	01/2011		189.00
630-1753-485.73-10	08/04/2010	MISC SERVICES	805360/1	277029	02/2011		7,244.11
08/09/2010	735656	ARTCRAFT PRINTERS OF BILLINGS	214				5,050.00
571-7146-713.32-10	07/28/2010	INVOICE# 00735SC-IN	00735SC	F11367	01/2011		75.00
571-7146-713.32-10	07/30/2010	INVOICE# 00547BO-IN	00547BO-IN	F11368	01/2011		4,975.00
08/09/2010	735671	BLACK BOX NETWORK SERVICES	19541				22,363.24
606-1931-484.35-82	07/28/2010	MISC SERVICES	BLACK BOX MAINT	276739	01/2011		16,795.54
606-1931-484.21-22	07/28/2010	MISC SERVICES	226789	275465	01/2011		1,714.87
606-1931-484.34-50	07/28/2010	MISC SERVICES	226789	275465	01/2011		3,852.83
08/09/2010	735679	CASCADE ENGINEERING INC.	21221				43,848.00
541-3122-435.42-70	08/02/2010	522-YARDWASTE CONTAINERS	10177307/C82610	275685	02/2011		21,924.00
541-3122-435.42-70	08/02/2010	522-YARDWASTE CONTAINERS	10177342/C82609	275685	02/2011		21,924.00
08/09/2010	735680	CDW GOVERNMENT INC	9234				4,197.00
620-1911-482.53-70	07/28/2010	TFW8339 TFX5776	TGG5180	276304	01/2011		4,197.00
08/09/2010	735682	CERIUM NETWORKS INC	21158				9,594.23
620-1911-482.94-80	07/19/2010	MISC SERVICES	018117	274517	01/2011		9,594.23
08/09/2010	735684	CONCRETE STABILIZATION TECHNOL	21226				14,933.46
845-3186-431.35-90	08/04/2010	WO1021 ZIM TR DEEP INJECT	1	275908	02/2011		14,933.46
08/09/2010	735685	COUNTY WATER DISTRICT OF	881				20,021.32
150-2221-422.34-20	08/02/2010	FIRE6/WATER/123,610 GAL	16118-00 10JUL	276921	02/2011		294.19
512-8500-625.34-20	08/02/2010	MISC SERVICES	1603500 JUL10	276965	02/2011		243.93
805-1570-425.53-50	07/29/2010	MISC SERVICES	1364	277028	01/2011		19,483.20
08/09/2010	735689	DELL COMPUTER L P	13426				2,699.98
296-6501-463.29-25	07/27/2010	MISC SERVICES	XF1M44R93	276655	01/2011		1,349.99

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10-4321-419.29-25	07/27/2010	MISC SERVICES	XF1M44XD7	276656	01/2011	1,349.99	
08/09/2010	735691	DIXIE PETRO-CHEM	1055			4,568.25	
502-0000-141.00-00	08/02/2010	WATER PARTS AND SUPPLIES	7270028110		02/2011	1,196.00	
502-0000-141.00-00	08/02/2010	WATER PARTS AND SUPPLIES	7270028001		02/2011	2,392.00	
10-5126-451.22-90	08/05/2010	CHLORINE FOR POOLS	72700278	276498	02/2011	980.25	
08/09/2010	735694	DOWNTOWN BILLINGS BID, INC.	19065			2,534.74	
780-1575-415.76-80	08/04/2010	MISC SERVICES	JULY10	277031	02/2011	2,534.74	
08/09/2010	735695	DUNCAN PARKING TECHNOLOGIES IN	20316			3,000.00	
521-1523-493.29-25	08/05/2010	SOFTWARE MX HANDHELD	INVCB000401	277062	02/2011	3,000.00	
08/09/2010	735696	DUSTBUSTERS	15309			9,780.25	
211-3132-433.45-30	08/02/2010	ROAD AND HIGHWAY MATERIAL	28928	276887	02/2011	9,780.25	
08/09/2010	735697	EBMS	20398			61,953.80	
627-1752-417.35-12	08/03/2010	ADMIN FEES			01/2011	16,571.00	
627-1752-417.35-15	08/03/2010	SPECIFIC PREM			01/2011	31,511.10	
627-1752-417.51-61	08/03/2010	CARE LINK FEE			01/2011	7,007.70	
627-1752-417.35-11	08/03/2010	FLEX ADMIN FEE			01/2011	2,085.00	
627-1752-417.35-15	08/03/2010	PRO FEE			01/2011	3,433.50	
627-1752-417.35-13	08/03/2010	SCRIPTS			01/2011	1,345.50	
08/09/2010	735699	EF JOHNSON COMPANY	12555			128,488.95	
607-2235-486.35-82	08/04/2010	2010-2011/800MHZ/MAINT	551632-3/MAINT	277033	02/2011	128,488.95	
08/09/2010	735702	ENNIS PAINT INC.	19356			19,497.50	
211-3136-433.23-40	07/30/2010	PAINT, COATINGS, WALLPAPER	I0173396	275918	01/2011	19,497.50	
08/09/2010	735704	FERGUSON ENTERPRISES INC	17215			12,255.40	
503-7591-609.93-40	08/02/2010	MISC SERVICES	0543692	276968	02/2011	12,255.40	
08/09/2010	735708	FLINT TRADING INC	11436			2,752.97	
211-3132-433.23-41	08/02/2010	MISC SERVICES	119961	276890	02/2011	2,752.97	
08/09/2010	735711	GENERAL CONTRACTORS CONSTR	1415			3,350.00	
150-2226-422.24-50	07/30/2010	FIRE7/DRAINAGE PROJECT	FIRE7/DRAINAGE	273364	01/2011	3,350.00	
08/09/2010	735719	HDR INC	1544			34,851.03	
416-7493-603.92-20	06/30/2010	WO0426 ZONE 4&5 PUMPSTATN	41	247294	13/2010	13,223.04	
421-8493-623.93-40	06/30/2010	WO0822 WWTP DISINFECT SYS	17/HDR 213092-H	263835	13/2010	21,627.99	
08/09/2010	735720	HIGH-TECH BOILERMAKERS	1678			48,906.00	
513-8491-623.93-90	07/26/2010	TP0049 PRIM DIGESTER BLR	3	272992	01/2011	40,013.82	
513-8491-623.93-90	06/30/2010	TP0049 PRIM DIGESTER BLR	3	272992	13/2010	8,892.18	
08/09/2010	735724	HOUSING AUTHORITY OF BILLINGS	7959			11,659.25	
288-6581-464.72-18	08/04/2010	MISC SERVICES	APRIL-JUNE 2010	277017	02/2011	11,659.25	
08/09/2010	735727	INGRAM BOOK COMPANY	1820			9,044.36	
260-5519-455.32-26	08/02/2010	PUBLICATIONS/AUDIOVISUAL	52366584	276075	02/2011	208.68	

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260-5519-455.33-33	08/02/2010	PUBLICATIONS/AUDIOVISUAL	52366586	276075 02/2011 929.06
260-5519-455.32-26	08/02/2010	PUBLICATIONS/AUDIOVISUAL	52380167	276075 02/2011 93.08
260-5519-455.32-26	08/02/2010	PUBLICATIONS/AUDIOVISUAL	52380168	276075 02/2011 182.51
260-5519-455.32-26	08/02/2010	PUBLICATIONS/AUDIOVISUAL	52380169	276075 02/2011 147.88
260-5519-455.32-55	08/02/2010	PUBLICATIONS/AUDIOVISUAL	52380170	276075 02/2011 361.89
260-5519-455.33-33	08/02/2010	PUBLICATIONS/AUDIOVISUAL	52380171	276075 02/2011 869.61
260-5519-455.32-26	08/02/2010	PUBLICATIONS/AUDIOVISUAL	52443995	276075 02/2011 83.17
260-5519-455.32-26	08/02/2010	PUBLICATIONS/AUDIOVISUAL	52443997	276075 02/2011 5.65
260-5519-455.32-55	08/02/2010	PUBLICATIONS/AUDIOVISUAL	52443997	276075 02/2011 8.76
260-5519-455.32-55	08/02/2010	PUBLICATIONS/AUDIOVISUAL	52562643	276075 02/2011 30.62
260-5519-455.32-55	08/02/2010	PUBLICATIONS/AUDIOVISUAL	52562644	276075 02/2011 8.39
260-5519-455.32-55	08/02/2010	PUBLICATIONS/AUDIOVISUAL	52562645	276075 02/2011 9.00
260-5519-455.32-55	08/02/2010	PUBLICATIONS/AUDIOVISUAL	52562646	276075 02/2011 41.23
260-5519-455.32-55	08/02/2010	PUBLICATIONS/AUDIOVISUAL	52562647	276075 02/2011 14.74
260-5519-455.32-55	08/02/2010	PUBLICATIONS/AUDIOVISUAL	52562648	276075 02/2011 9.00
260-5519-455.32-55	08/02/2010	PUBLICATIONS/AUDIOVISUAL	52562649	276075 02/2011 205.83
260-5519-455.32-55	08/02/2010	PUBLICATIONS/AUDIOVISUAL	52562650	276075 02/2011 32.40
260-5519-455.32-55	08/02/2010	PUBLICATIONS/AUDIOVISUAL	52562651	276075 02/2011 104.41
260-5519-455.32-55	08/02/2010	PUBLICATIONS/AUDIOVISUAL	52562652	276075 02/2011 3.27
260-5519-455.33-33	08/02/2010	PUBLICATIONS/AUDIOVISUAL	52562652	276075 02/2011 98.63
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260-5519-455.33-33	08/02/2010	PUBLICATIONS/AUDIOVISUAL	52562654	276075 02/2011 156.95
260-5519-455.33-33	08/02/2010	PUBLICATIONS/AUDIOVISUAL	52574038	276075 02/2011 8.37
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260-5519-455.33-33	08/02/2010	PUBLICATIONS/AUDIOVISUAL	52574040	276075 02/2011 105.72
260-5519-455.33-33	08/02/2010	PUBLICATIONS/AUDIOVISUAL	52574041	276075 02/2011 141.85
260-5519-455.33-33	08/02/2010	PUBLICATIONS/AUDIOVISUAL	52574042	276075 02/2011 11.98
260-5519-455.33-33	08/02/2010	PUBLICATIONS/AUDIOVISUAL	52574043	276075 02/2011 58.42
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260-5519-455.33-33	08/02/2010	PUBLICATIONS/AUDIOVISUAL	52621293	276075 02/2011 436.15
260-5519-455.33-33	08/02/2010	PUBLICATIONS/AUDIOVISUAL	52621294	276075 02/2011 128.08
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260-5519-455.33-33	08/02/2010	PUBLICATIONS/AUDIOVISUAL	52651069	276075 02/2011 39.03
260-5519-455.33-33	08/02/2010	PUBLICATIONS/AUDIOVISUAL	52651070	276075 02/2011 31.13
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260-5519-455.33-33	08/02/2010	PUBLICATIONS/AUDIOVISUAL	52699788	276075 02/2011 30.66
260-5519-455.33-33	08/02/2010	PUBLICATIONS/AUDIOVISUAL	52699789	276075 02/2011 15.57
260-5519-455.33-33	08/02/2010	PUBLICATIONS/AUDIOVISUAL	52699790	276075 02/2011 152.13
260-5519-455.33-33	08/02/2010	PUBLICATIONS/AUDIOVISUAL	52699791	276075 02/2011 10.02
260-5519-455.33-33	08/02/2010	PUBLICATIONS/AUDIOVISUAL	52699792	276075 02/2011 104.66
260-5519-455.33-33	08/02/2010	PUBLICATIONS/AUDIOVISUAL	52699793	276075 02/2011 299.70
260-5519-455.33-33	08/02/2010	PUBLICATIONS/AUDIOVISUAL	52699794	276075 02/2011 681.00

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
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260-5519-455.33-33	08/02/2010	PUBLICATIONS/AUDIOVISUAL	52832984	276075	02/2011	42.90	
260-5519-455.33-33	08/03/2010	PUBLICATIONS/AUDIOVISUAL	52621287	276075	02/2011	21.59	
08/09/2010	735738	JTL GROUP INC DBA KNIFE RIVER	2417			5,196.73	
211-3132-433.45-20	08/02/2010	ROAD/HIGHWAY MATERIAL	215746	276891	02/2011	52.89	
211-3132-433.45-20	08/02/2010	ROAD/HIGHWAY MATERIAL	215758	276891	02/2011	25.75	
211-3132-433.47-10	08/02/2010	ROAD AND HIGHWAY MATERIAL	215762	276891	02/2011	757.54	
211-3132-433.45-20	08/02/2010	ROAD/HIGHWAY MATERIAL	215809	276891	02/2011	89.84	
211-3132-433.45-20	08/02/2010	ROAD/HIGHWAY MATERIAL	216050	276891	02/2011	38.71	
211-3132-433.45-20	08/02/2010	ROAD/HIGHWAY MATERIAL	216064	276891	02/2011	201.10	
211-3132-433.45-20	08/02/2010	ROAD/HIGHWAY MATERIAL	216958	276891	02/2011	573.00	
211-3132-433.45-20	08/02/2010	ROAD/HIGHWAY MATERIAL	216969	276891	02/2011	70.73	
211-3132-433.45-20	08/02/2010	ROAD/HIGHWAY MATERIAL	217005	276891	02/2011	114.28	
211-3132-433.47-10	08/02/2010	ROAD AND HIGHWAY MATERIAL	217010	276891	02/2011	1,378.23	
211-3132-433.45-20	08/02/2010	ROAD/HIGHWAY MATERIAL	217124	276891	02/2011	129.19	
211-3132-433.47-10	08/02/2010	ROAD AND HIGHWAY MATERIAL	217252	276891	02/2011	1,765.47	
08/09/2010	735743	KREITER CONSTRUCTION	6915			13,202.10	
503-7491-603.93-90	08/04/2010	WO1006 STAPLES RESERVOIR	2	276282	02/2011	13,202.10	
08/09/2010	735745	LANGLAS & ASSOCIATES INC	7004			45,693.99	
411-0000-201.10-00	07/23/2010	RELEASE RETAINAGE	PAY REQ. #4	273902	01/2011	7,381.99	
411-0000-201.10-00	07/23/2010	RELEASE RETAINAGE	PAY REQ. #4	273902	01/2011	8,166.50	
411-7151-713.92-90	06/30/2010	MISC SERVICES	5	273902	13/2010	1,347.39	
411-7151-713.92-90	06/30/2010	MISC SERVICES	5	273902	13/2010	2,840.31	
411-7151-713.92-90	06/30/2010	MISC SERVICES	5	273902	13/2010	25,957.80	
08/09/2010	735754	MCKINSTRY CO LLC	21281			86,505.00	
233-7104-711.35-90	07/31/2010	MISC SERVICES	42858	277034	01/2011	86,505.00	
08/09/2010	735758	MIDWEST TAPE	13470			4,000.95	
260-5519-455.32-23	08/02/2010	PUBLICATIONS/AUDIOVISUAL	2223123	276073	02/2011	1,055.56	
260-5519-455.32-23	08/02/2010	PUBLICATIONS/AUDIOVISUAL	2229090	276073	02/2011	431.82	
260-5519-455.32-23	08/02/2010	PUBLICATIONS/AUDIOVISUAL	2234799	276073	02/2011	35.98	
260-5519-455.32-23	08/02/2010	PUBLICATIONS/AUDIOVISUAL	2234800	276073	02/2011	33.58	
260-5519-455.32-23	08/02/2010	PUBLICATIONS/AUDIOVISUAL	2234801	276073	02/2011	58.36	
260-5519-455.32-23	08/02/2010	PUBLICATIONS/AUDIOVISUAL	2234802	276073	02/2011	479.80	
260-5519-455.32-23	08/02/2010	PUBLICATIONS/AUDIOVISUAL	2234803	276073	02/2011	475.22	
260-5519-455.32-23	08/02/2010	PUBLICATIONS/AUDIOVISUAL	2234804	276073	02/2011	168.68	
260-5519-455.32-23	08/02/2010	PUBLICATIONS/AUDIOVISUAL	2234805	276073	02/2011	9.59	
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260-5519-455.32-23	08/02/2010	PUBLICATIONS/AUDIOVISUAL	2239399	276073	02/2011	19.99	
260-5519-455.32-23	08/02/2010	PUBLICATIONS/AUDIOVISUAL	2239400	276073	02/2011	22.99	
260-5519-455.32-23	08/02/2010	PUBLICATIONS/AUDIOVISUAL	2239401	276073	02/2011	481.00	
260-5519-455.32-23	08/02/2010	PUBLICATIONS/AUDIOVISUAL	2239402	276073	02/2011	403.02	
260-5519-455.32-23	08/02/2010	PUBLICATIONS/AUDIOVISUAL	2239403	276073	02/2011	310.17	
08/09/2010	735767	MONTANA MUNICIPAL INTERLOCAL	20725			1,105,553.05	
630-1753-485.51-30	07/29/2010	MISC SERVICES	172010A	276827	01/2011	1,079,346.88	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
630-1753-485.73-11	08/05/2010	MISC SERVICES	710005	277054	02/2011	26,206.17	
08/09/2010	735768	MORRISON MAIERLE INC	2572			8,307.28	
421-8493-623.93-40	06/30/2010	WO0814 WWTP STRMWTR MOD	4	273122	13/2010	5,748.75	
405-7125-711.96-72	08/05/2010	MISC SERVICES	101287/101282	274777	02/2011	2,198.32	
405-7125-711.96-72	08/05/2010	MISC SERVICES	101287/101282	274777	02/2011	232.28	
405-7125-711.96-73	08/05/2010	MISC SERVICES	101287/101282	274777	02/2011	115.70	
405-7125-711.96-73	08/05/2010	MISC SERVICES	101287/101282	274777	02/2011	12.23	
08/09/2010	735769	MT WATERWORKS	21227			3,499.65	
505-7515-609.36-71	08/02/2010	MISC SERVICES	4297	276937	02/2011	477.20	
512-8500-625.42-20	08/02/2010	MISC SERVICES	4341	276937	02/2011	360.00	
505-7515-609.36-71	08/02/2010	MISC SERVICES	4342	276937	02/2011	1,711.02	
505-7515-609.36-71	08/02/2010	MISC SERVICES	4343	276937	02/2011	951.43	
08/09/2010	735775	NEWMAN TRAFFIC SIGNS	2722			3,227.30	
211-3136-433.24-20	07/30/2010	MARKERS, PLAQUES, SIGN, TRAF	0224029	276146	01/2011	3,227.30	
08/09/2010	735778	NORTHWEST PLAYGROUND EQUIP INC	15211			3,163.00	
10-5112-452.23-30	08/05/2010	PLAYGROUND EQUIPMENT	32492	275720	02/2011	3,163.00	
08/09/2010	735783	NORTHWESTERN ENERGY	15771			52,106.89	
502-7400-603.34-10	08/02/2010	MISC SERVICES	01005404 JUL10	276946	02/2011	4,531.73	
502-7400-603.34-10	08/02/2010	MISC SERVICES	01005404 JUL10	276946	02/2011	4,531.73	
561-7112-711.34-10	08/02/2010	0100482-9	080210	F11374	02/2011	25,022.98	
521-1594-493.34-10	08/04/2010	P4 GARAGE ELECTRIC	080910	276852	02/2011	1,145.06	
521-1591-493.34-10	08/04/2010	P1 ELECTRIC	080910A	276852	02/2011	1,707.90	
521-1595-493.34-10	08/04/2010	LEASE SPACE ELECTRIC	080910B	276852	02/2011	27.83	
521-1595-493.34-10	08/04/2010	LEASE ELECTRIC	080910C	276852	02/2011	144.97	
150-2221-422.34-10	08/05/2010	NW FIRE	07125321		02/2011	18.92	
561-7113-711.34-10	08/05/2010	NW AVIATION/TRAN	07125339		02/2011	97.56	
561-7113-711.34-10	08/05/2010	NW AVIATION/TRAN	07125347		02/2011	14.30	
561-7113-711.34-10	08/05/2010	NW AVIATION/TRAN	07125354		02/2011	208.26	
10-5141-436.34-10	08/05/2010	NW PARK/REC/PL	07125396		02/2011	53.61	
561-7113-711.34-10	08/05/2010	NW AVIATION/TRAN	07127913		02/2011	15.10	
561-7113-711.34-10	08/05/2010	NW AVIATION/TRAN	07127954		02/2011	15.60	
561-7113-711.34-10	08/05/2010	NW AVIATION/TRAN	07127970		02/2011	12.67	
561-7117-711.34-10	08/05/2010	NW AVIATION/TRAN	07128051		02/2011	10.77	
561-7113-711.34-10	08/05/2010	NW AVIATION/TRAN	07128135		02/2011	7.73	
561-7113-711.34-10	08/05/2010	NW AVIATION/TRAN	07195431		02/2011	2,056.88	
561-7113-711.34-10	08/05/2010	NW AVIATION/TRAN	07197593		02/2011	15.21	
561-7113-711.34-10	08/05/2010	NW AVIATION/TRAN	07197601		02/2011	21.07	
561-7113-711.34-10	08/05/2010	NW AVIATION/TRAN	07197619		02/2011	20.67	
561-7113-711.34-10	08/05/2010	NW AVIATION/TRAN	07197627		02/2011	13.78	
561-7113-711.34-10	08/05/2010	NW AVIATION/TRAN	07202963		02/2011	16.54	
10-5126-451.34-10	08/05/2010	NW PARK/REC/PL	07208416		02/2011	1,127.00	
502-7400-603.34-10	08/05/2010	NW PUD-WATER TREAT	07222490		02/2011	10.38	
10-5112-452.34-10	08/05/2010	NW PARK/REC/PL	07222565		02/2011	189.55	
10-5112-452.34-10	08/05/2010	NW PARK/REC/PL	07222581		02/2011	9.27	
10-5112-452.34-10	08/05/2010	NW PARK/REC/PL	07222599		02/2011	24.73	

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
502-7400-603.34-10	08/05/2010	NW PUD-WATER TREAT	07222706	02/2011 3,886.02
10-5112-452.34-10	08/05/2010	NW PARK/REC/PL	07222722	50% 60% 02/2011 8.50
872-5198-452.34-10	08/05/2010	NW PARK/REC/PL	07222722	50% 40% 02/2011 5.68
10-5112-452.34-10	08/05/2010	NW PARK/REC/PL	07222748	02/2011 11.07
10-5112-452.34-10	08/05/2010	NW PARK/REC/PL	07222755	02/2011 93.32
10-5112-452.34-10	08/05/2010	NW PARK/REC/PL	07222771	02/2011 33.86
10-5112-452.34-10	08/05/2010	NW PARK/REC/PL	07222789	02/2011 28.31
10-5112-452.34-10	08/05/2010	NW PARK/REC/PL	07222797	02/2011 14.30
10-5112-452.34-10	08/05/2010	NW PARK/REC/PL	07228083	02/2011 14.30
10-5112-452.34-10	08/05/2010	NW PARK/REC/PL	07228521	02/2011 10.44
10-5112-452.34-10	08/05/2010	NW PARK/REC/PL	07229016	02/2011 157.39
10-5112-452.34-10	08/05/2010	NW PARK/REC/PL	07229768	02/2011 8.97
10-5112-452.34-10	08/05/2010	NW PARK/REC/PL	07229958	02/2011 93.48
10-5112-452.34-10	08/05/2010	NW PARK/REC/PL	07230055	02/2011 73.37
10-5112-452.34-10	08/05/2010	NW PARK/REC/PL	07230394	02/2011 19.28
10-5112-452.34-10	08/05/2010	NW PARK/REC/PL	07230469	02/2011 7.48
10-5112-452.34-10	08/05/2010	NW PARK/REC/PL	07230493	02/2011 8.06
10-5112-452.34-10	08/05/2010	NW PARK/REC/PL	07230535	02/2011 30.78
512-8500-625.34-10	08/05/2010	NW Parks	07233836	02/2011 74.34
872-5198-452.34-10	08/05/2010	NW PARK/REC/PL	07233851	02/2011 8.96
872-5198-452.34-10	08/05/2010	NW PARK/REC/PL	07233869	02/2011 8.96
872-5198-452.34-10	08/05/2010	NW PARK/REC/PL	07233877	02/2011 8.96
872-5198-452.34-10	08/05/2010	NW PARK/REC/PL	07233885	02/2011 8.96
10-5112-452.34-10	08/05/2010	NW PARK/REC/PL	07233919	60% 02/2011 4.51
872-5198-452.34-10	08/05/2010	NW PARK/REC/PL	07233919	40% 02/2011 3.01
872-5198-452.34-10	08/05/2010	NW PARK/REC/PL	07233927	02/2011 8.96
872-5198-452.34-10	08/05/2010	NW PARK/REC/PL	07233935	02/2011 8.33
512-8500-625.34-10	08/05/2010	NW PUD-WASTE WATER	07234040	02/2011 1,098.59
872-5198-452.34-10	08/05/2010	NW PARK/REC/PL	07238405	02/2011 7.52
512-8500-625.34-10	08/05/2010	NW PUD-WASTE WATER	07238785	02/2011 169.96
872-5198-452.34-10	08/05/2010	NW PARK/REC/PL	07238793	02/2011 215.00
872-5198-452.34-10	08/05/2010	NW PARK/REC/PL	07238835	02/2011 8.21
10-5112-452.34-10	08/05/2010	NW PARK/REC/PL	07238843	02/2011 86.70
872-5198-452.34-10	08/05/2010	NW PARK/REC/PL	07238850	02/2011 8.42
10-5112-452.34-10	08/05/2010	NW PARK/REC/PL	09208018	02/2011 56.66
872-5198-452.34-10	08/05/2010	NW PARK/REC/PL	09718248	02/2011 .81
10-5112-452.34-10	08/05/2010	PARKS	09789173	02/2011 9.07
10-5129-451.34-10	08/05/2010	NW FIRE	09998071	02/2011 89.43
607-2235-486.34-10	08/05/2010	NW FIRE	10069151	02/2011 222.26
872-5198-452.34-10	08/05/2010	NW PARK/REC/PL	10458206	02/2011 17.83
10-5112-452.34-10	08/05/2010	NW Parks	11412848	02/2011 168.12
10-5112-452.34-10	08/05/2010	NW Parks	11565272	02/2011 8.11
10-5112-452.34-10	08/05/2010	NW Parks	11607801	02/2011 836.92
150-2171-441.34-10	08/05/2010	NW	11834835	02/2011 1,486.07
10-5112-452.34-10	08/05/2010	NW	12300661	02/2011 12.16
10-5112-452.34-10	08/05/2010	NW	12422226	02/2011 7.94
10-5112-452.34-10	08/05/2010	NW	12488631	02/2011 65.84
872-5198-452.34-10	08/05/2010	NW	13127071	02/2011 .61
10-5112-452.34-10	08/05/2010	NW	14093942	02/2011 .98
872-5198-452.34-10	08/05/2010	NW	15137961	02/2011 106.84

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
872-5198-452.34-10	08/05/2010	NW	15138001	02/2011 64.54
872-5198-452.34-10	08/05/2010	NW	15138027	02/2011 27.33
872-5198-452.34-10	08/05/2010	NW	15138043	02/2011 13.60
872-5198-452.34-10	08/05/2010	PARKS	15642093	02/2011 8.33
10-5141-436.34-10	08/05/2010	CEMETERY	16352890	02/2011 15.32
10-5112-452.34-10	08/05/2010	PARKS 1	16926669	02/2011 28.97
512-8500-625.34-10	08/05/2010	SEWER LIFTSTATION C	17040254	02/2011 10.14
512-8500-625.34-10	08/05/2010	WWTP	17040304	02/2011 29.96
211-3136-433.34-10	08/05/2010	STREETS/TRAFFIC	17389891	02/2011 12.19
211-3133-433.34-10	08/05/2010	STREETS/TRAFFIC	17403577	02/2011 .26
211-3133-433.34-10	08/05/2010	STREETS/TRAFFIC	17978289	02/2011 5.03
10-5112-452.34-10	08/05/2010	PARKS	18366666	02/2011 36.95
10-5127-451.34-10	08/05/2010	ELECTRIC CHARGES	0100506-5	276499 02/2011 1,458.82
08/09/2010	735793	PUBLIC UTILITIES	5022	58,191.85
872-5198-452.34-20	08/05/2010	2445 WESTFIELD DR.	675778356	02/2011 123.45
872-5198-452.34-20	08/05/2010	2700 COUNTRY LN SP/IR	676233865	02/2011 207.34
872-5198-452.34-20	08/05/2010	HARVEST PARK-3600 GRANGER	676393901	02/2011 2,711.75
872-5198-452.34-20	08/05/2010	HARVEST PARK-3200 CANYON	676413853	02/2011 2,938.47
872-5198-452.34-20	08/05/2010	HARVEST PARK-3294 HENESTA	676433910	02/2011 11,529.41
872-5198-452.34-20	08/05/2010	HARVEST PARK-710 S. 32 W.	676454062	02/2011 726.82
872-5198-452.34-20	08/05/2010	OLYMPIC PK-3675 MARATHON	676473935	02/2011 8,151.28
872-5198-452.34-20	08/05/2010	OLYMPIC PK-701 DECATHLON	676497694	02/2011 4,478.42
872-5198-452.34-20	08/05/2010	PARKLAND WEST-3920 MONAD	676513943	02/2011 2,420.95
872-5198-452.34-20	08/05/2010	OLYMPIC PK-3914 DECATHLON	676533868	02/2011 200.54
872-5198-452.34-20	08/05/2010	OLYMPIC PK-531 S 38 WEST	676554066	02/2011 117.85
872-5198-452.34-20	08/05/2010	OLYMPIC PK-3748 OLYMPIC B	676574011	02/2011 603.26
872-5198-452.34-20	08/05/2010	OLYMPIC PK-3747 OLYMPIC B	676594010	02/2011 361.51
872-5198-452.34-20	08/05/2010	OLYMPIC PK-3890 STILLWTER	676614077	02/2011 378.57
872-5198-452.34-20	08/05/2010	HIGH SIERRA PK-2000 WICKS	676654097	02/2011 3,130.05
872-5198-452.34-20	08/05/2010	PARKLAND WEST-380 S 36 W.	676754063	02/2011 1,646.17
561-7110-711.34-20	08/05/2010	1901 AIRPORT TERM CIR	68407759	02/2011 9,584.15
872-5198-452.34-20	08/05/2010	1760 COUNTRY MANOR BLVD.	8992912649100	02/2011 1,557.41
872-5198-452.34-20	08/05/2010	4002 PARKHILL DR	899739343	02/2011 189.47
872-5198-452.34-20	08/05/2010	255 ENERGY BLVD.	904059154	02/2011 1,487.46
872-5198-452.34-20	08/05/2010	1515 38TH ST WEST	10697714654	02/2011 708.39
872-5198-452.34-20	08/05/2010	4550 RANGVIEW DR	1142018810	02/2011 3,577.22
872-5198-452.34-20	08/05/2010	4430 HI-LINE DR	11460717358	02/2011 74.77
872-5198-452.34-20	08/05/2010	4430 HI-LINE DR	12051919090	02/2011 782.63
872-5198-452.34-20	08/05/2010	210 S 36 ST W	13264320441	02/2011 493.27
512-8500-625.34-20	08/05/2010	2229 BLUE CREEK RD	13670319854	02/2011 11.24
08/09/2010	735794	MICHELE PUIGGARI	21294	5,325.21
150-2221-422.35-90	08/03/2010	MISC SERVICES	071310	276997 02/2011 5,325.21
08/09/2010	735803	SANDERSON STEWART	20446	66,987.69
416-7493-603.93-40	06/30/2010	W00913 STAPLES REDUN WTR	12	267598 13/2010 57,207.90
416-7493-603.93-40	06/30/2010	W00913 STAPLES REDUN WTR	CORRECTION	267598 13/2010 3.00
416-7493-603.93-40	06/30/2010	W00913 STAPLES REDUN WTR	12	267598 13/2010 .00
462-3161-431.93-10	06/30/2010	SID 1387 ZIM TR SUB SWR	5	268011 13/2010 598.65

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
463-3161-431.93-10	06/30/2010	SID 1389 CLUBHOUSE WAY	8	271377	13/2010	9,184.14	
08/09/2010	735811	SKYLINE SERVICES INC	10740			4,250.00	
561-7112-711.36-60	08/02/2010	MISC SERVICES	28976	276398	02/2011	1,680.00	
561-7112-711.36-60	08/02/2010	INVOICE #29009	29009	F11372	02/2011	2,570.00	
08/09/2010	735817	SPRINGSTED	3526			20,037.52	
568-7123-476.55-10	07/22/2010	MISC SERVICES	1061.104/1	277030	01/2011	20,037.52	
08/09/2010	735820	STEWART TITLE OF BILLINGS	17985			15,000.00	
289-6581-464.72-77	08/04/2010	MISC SERVICES	GRIFFEE, JOYCE	276938	02/2011	15,000.00	
08/09/2010	735824	SUNSET EXCAVATION	11477			5,400.00	
505-7515-609.36-71	08/02/2010	MISC SERVICES	930296	276944	02/2011	1,900.00	
505-7515-609.36-71	08/02/2010	MISC SERVICES	930297	276944	02/2011	3,500.00	
08/09/2010	735832	TIRE-RAMA	1864			17,022.82	
571-7144-713.23-90	07/16/2010	AUTO &TRUCK MAINT.ITEMS	1050162302	275725	01/2011	190.95	
571-7144-713.23-90	07/16/2010	AUTO &TRUCK MAINT.ITEMS	1050162489	275725	01/2011	30.00	
150-2226-422.23-90	07/19/2010	FIRE:FLAT REPAIR UNIT4081	1040082836	FIRE 275725	01/2011	15.00	
541-3122-435.23-90	07/26/2010	4 TIRES SW	1050162876	275725	01/2011	2,212.04	
541-3122-435.23-90	07/26/2010	4 TIRES SW	1050162878	275725	01/2011	2,212.04	
541-3123-435.23-90	07/26/2010	LF TIRE REPAIR	1050163240	275725	01/2011	46.19	
541-3122-435.23-90	07/26/2010	TIRES & REPAIRS SW	1050163246	275725	01/2011	5,048.00	
541-3122-435.23-90	07/26/2010	TIRE REPAIRS	1050163247	275725	01/2011	2,297.75	
561-7113-711.23-90	07/26/2010	MISC SERVICES	1050162824	275752	01/2011	4,538.00	
211-3134-433.23-90	07/28/2010	MP	1050-163825	275725	01/2011	30.00	
211-3134-433.23-90	07/28/2010	MP	1050-163826	275725	01/2011	30.00	
211-3134-433.23-90	07/30/2010	MP	1050-162282	275725	01/2011	15.00	
211-3132-433.23-90	07/30/2010	MP	1050-163528	275725	01/2011	15.00	
211-3132-433.23-90	07/30/2010	MP	1050-163810	275725	01/2011	15.00	
571-7144-713.23-90	08/02/2010	AUTO &TRUCK MAINT.ITEMS	1050162556	275725	02/2011	40.00	
571-7144-713.23-90	08/02/2010	AUTO &TRUCK MAINT.ITEMS	1050163279	275725	02/2011	160.00	
571-7144-713.23-90	08/02/2010	AUTO &TRUCK MAINT.ITEMS	1050163967	275725	02/2011	127.85	
08/09/2010	735834	TOTAL ASPHALT REPAIR INC	13249			9,249.13	
503-7591-609.93-40	08/02/2010	MISC SERVICES	3740	276934	02/2011	3,417.00	
505-7515-609.36-71	08/02/2010	MISC SERVICES	3741	276934	02/2011	737.50	
512-8500-625.36-80	08/02/2010	MISC SERVICES	3743	276934	02/2011	1,520.00	
502-7500-609.36-80	08/02/2010	MISC SERVICES	3748	276934	02/2011	662.50	
502-7500-609.36-80	08/02/2010	MISC SERVICES	3750	276934	02/2011	2,912.13	
08/09/2010	735835	TOWN & COUNTRY SUPPLY ASSOCIAT	18295			29,972.35	
601-0000-141.00-00	07/29/2010	MP	83204		01/2011	13,813.28	
150-2226-422.23-10	07/30/2010	FIRE5:DIESEL/151 GALLONS	82088	FIRE5 276337	01/2011	327.05	
150-2226-422.23-10	07/30/2010	FIRE3:DIESEL/125 GALLONS	82089	FIRE3 276337	01/2011	270.74	
150-2226-422.23-10	07/30/2010	FIRE1:UNLEADED & DIESEL	82090	FIRE1 276337	01/2011	945.99	
150-2226-422.23-10	07/30/2010	FIRE2:DIESEL/308 GALLONS	82091	FIRE2 276337	01/2011	667.10	
502-0000-141.00-00	08/02/2010	WATER PARTS AND SUPPLIES	82276		02/2011	301.69	
561-7118-711.23-13	08/02/2010	INVOICE #81998	81998	F11370	02/2011	13,646.50	

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08/09/2010	735841	UNDERRINER MOTORS	15995			30,600.00	
717-2166-421.22-90	08/04/2010	MISC SERVICES	LEASES	277025	02/2011	30,600.00	
08/09/2010	735845	USDA APHIS	8313			2,839.63	
561-7110-711.35-90	08/02/2010	INVOICE #7330-10006	7330-10006	F11373	02/2011	2,839.63	
08/09/2010	735852	YELLOWSTONE COUNTY GIS	10369			7,000.00	
620-1913-482.35-90	08/02/2010	1ST INSTALLMENT	10-59	277051	02/2011	7,000.00	
08/09/2010	735856	YOUNG FAMILIES EARLY HEAD STAR	4186			13,641.17	
294-6605-463.72-75	07/29/2010	MISC SERVICES	2	276820	01/2011	13,641.17	
DATE RANGE TOTAL *						2,158,970.25 *	

Regular City Council Meeting

Date: 09/13/2010

TITLE: Payment of Claims August 13, 2010.

PRESENTED BY: Pat M. Weber, Financial Services Manager

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$649,921.14 have been audited and are presented for your approval for payment. A complete listing of the claims dated August 13, 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

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	
08/13/2010	735863	AMERICAN TITLE & ESCROW	159			20,065.00	
296-6555-463.72-75	08/11/2010	MISC SERVICES	LOOP, PAULA L	277140	02/2011	20,065.00	
08/13/2010	735865	ARCHIE COCHRANE	800			3,733.86	
571-7147-713.23-20	08/06/2010	MP	5030381	277082	02/2011	543.16	
571-7147-713.23-20	08/06/2010	MP	5030381	277082	02/2011	68.50	
150-2112-421.23-20	08/06/2010	MP	5027337	277086	02/2011	109.19	
150-2112-421.23-20	08/06/2010	MP	5028457	277086	02/2011	36.00	
150-2112-421.23-20	08/06/2010	MP	5028829	277086	02/2011	702.80	
150-2112-421.23-20	08/06/2010	MP	5029102	277086	02/2011	553.70	
150-2112-421.23-20	08/06/2010	MP	5029884	277086	02/2011	1,650.00	
541-3123-435.23-20	08/06/2010	MP	5030166	277086	02/2011	11.26	
571-7147-713.23-20	08/06/2010	MP	5030249	277086	02/2011	59.25	
08/13/2010	735869	BELGRADE POLICE DEPARTMENT	20919			3,838.72	
251-2186-421.38-22	06/30/2010	MISC SERVICES	ICAC NATL CONF	276634	13/2010	2,556.52	
251-2186-421.12-20	06/30/2010	MISC SERVICES	LENSING O.T.	276634	13/2010	681.60	
251-2186-421.12-20	06/30/2010	MISC SERVICES	SHARP O.T.	276634	13/2010	600.60	
08/13/2010	735872	BIG SKY LINEN SUPPLY	387			3,878.52	
561-7112-711.22-60	08/06/2010	INVOICE #56885	080610	F11407	02/2011	93.00	
561-7112-711.22-60	08/06/2010	INVOICE #S17897	080610	F11407	02/2011	31.40	
561-7112-711.22-60	08/06/2010	INVOICE #57730	080610	F11407	02/2011	99.00	
561-7112-711.22-40	08/06/2010	INVOICE #13054	080610	F11407	02/2011	26.35	
561-7112-711.22-40	08/06/2010	INVOICE #S18383	080610	F11407	02/2011	40.00	
561-7112-711.22-60	08/06/2010	INVOICE #58567	080610	F11407	02/2011	99.00	
561-7112-711.22-60	08/06/2010	INVOICE #59392	080610	F11407	02/2011	99.00	
561-7112-711.22-60	08/06/2010	INVOICE #60255	080610	F11407	02/2011	99.00	
561-7113-711.22-60	08/06/2010	INVOICE #56883	080610	F11407	02/2011	35.39	
561-7113-711.22-60	08/06/2010	INVOICE #57729	080610	F11407	02/2011	35.39	
561-7113-711.22-60	08/06/2010	INVOICE #58565	080610	F11407	02/2011	35.39	
561-7113-711.22-60	08/06/2010	INVOICE #59391	080610	F11407	02/2011	79.39	
561-7113-711.22-60	08/06/2010	INVOICE #60253	080610	F11407	02/2011	35.39	
561-7112-711.22-40	08/06/2010	INVOICE #56886	080610	F11407	02/2011	37.74	
561-7112-711.22-40	08/06/2010	INVOICE #58568	080610	F11407	02/2011	16.36	
561-7112-711.22-40	08/06/2010	INVOICE #59393	080610	F11407	02/2011	16.64	
561-7112-711.22-40	08/06/2010	INVOICE #60256	080610	F11407	02/2011	16.67	
150-2226-422.22-40	08/09/2010	FIRE4:SPEC INV/STK REP'D	1076-S17884 FR4	277113	02/2011	68.00	
150-2226-422.22-40	08/09/2010	FIRE3:SPEC INV/STK REPLD	1076-S18274 FR3	277113	02/2011	15.76	
150-2226-422.22-40	08/09/2010	FIRE3:LINEN SERVICE/JUL10	1076-56578 FR3	277113	02/2011	10.94	
150-2226-422.22-40	08/09/2010	FIRE6:LINEN SERVICE/JUL10	1076-56693 FR6	277113	02/2011	9.34	
150-2226-422.22-40	08/09/2010	FIRE4:LINEN SERVICE/JUL10	1076-56722 FR4	277113	02/2011	20.58	
150-2226-422.22-40	08/09/2010	FIRE1:LINEN SERVICE/JUL10	1076-57343 FR1	277113	02/2011	18.94	
150-2225-422.24-50	08/09/2010	911:LINEN SERVICE/JUL 10	1076-57344 911	277113	02/2011	23.73	
150-2226-422.22-40	08/09/2010	FIRE2:LINEN SERVICE/JUL10	1076-57931 FR2	277113	02/2011	7.00	
150-2226-422.22-40	08/09/2010	FIRE5:LINEN SERVICE/JUL10	1076-57986 FR5	277113	02/2011	13.75	
150-2226-422.22-40	08/09/2010	FIRE7:LINEN SERVICE/JUL10	1076-58166 FR7	277113	02/2011	15.36	
150-2226-422.22-40	08/09/2010	FIRE3:LINEN SERVICE/JUL10	1076-58274 FR3	277113	02/2011	10.94	
150-2226-422.22-40	08/09/2010	FIRE6:LINEN SERVICE/JUL10	1076-58376 FR6	277113	02/2011	11.16	

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
150-2226-422.22-40	08/09/2010	FIRE4:LINEN SERVICE/JUL10	1076-58403 FR4	277113	02/2011	20.06	
150-2226-422.22-40	08/09/2010	FIRE1:LINEN SERVICE/JUL10	1076-59009 FR1	277113	02/2011	20.76	
150-2225-422.24-50	08/09/2010	911:LINEN SERVICE/JUL 10	1076-59010 911	277113	02/2011	23.73	
150-2226-422.22-40	08/09/2010	FIRE2:LINEN SERVICE/JUL10	1076-59598 FR2	277113	02/2011	7.00	
150-2226-422.22-40	08/09/2010	FIRE5:LINEN SERVICE/JUL10	1076-59654 FR5	277113	02/2011	13.75	
150-2226-422.22-40	08/09/2010	FIRE7:LINEN SERVICE/JUL10	1076-59838 FR7	277113	02/2011	15.36	
150-2226-422.22-40	08/09/2010	FIRE3:LINEN SERVICE/FR3	1076-59940 FR3	277113	02/2011	13.10	
150-2226-422.22-40	08/09/2010	FIRE6:LINEN SERVICE/JUL10	1076-60054 FR6	277113	02/2011	9.34	
150-2226-422.22-40	08/09/2010	FIRE4:LINEN SERV/JUL10	1076-60081 FR4	277113	02/2011	20.06	
502-7312-602.22-60	08/09/2010	MISC SERVICES	JULY 2010	277115	02/2011	409.45	
502-7314-602.22-60	08/09/2010	MISC SERVICES	JULY 2010	277115	02/2011	61.45	
502-7400-603.22-60	08/09/2010	MISC SERVICES	JULY 2010	277115	02/2011	676.44	
502-7500-609.22-60	08/09/2010	MISC SERVICES	JULY 2010	277115	02/2011	501.77	
512-8314-622.22-60	08/09/2010	MISC SERVICES	JULY 2010	277115	02/2011	20.40	
512-8400-623.22-60	08/09/2010	MISC SERVICES	JULY 2010	277115	02/2011	610.81	
512-8500-625.22-60	08/09/2010	MISC SERVICES	JULY 2010	277115	02/2011	334.43	
08/13/2010	735875	BILLINGS ARMY NAVY SURPLUS	399			2,519.65	
150-2112-421.22-60	08/10/2010	PRIOR YEAR ENCUMBRANCES	WOOL	275236	02/2011	2,300.00	
150-2112-421.22-61	08/10/2010	MISC SERVICES	INVOICE 22733	277149	02/2011	129.95	
150-2115-421.22-90	08/10/2010	MISC SERVICES	INVOICE 22733	277149	02/2011	89.70	
08/13/2010	735895	COMMUNITY CRISIS CENTER	19183			4,230.00	
245-1257-412.35-90	06/30/2010	ASSESSMENTS-OCT-JUNE 2010	2010-12	277161	13/2010	4,230.00	
08/13/2010	735896	COMMUNITY SOLUTIONS INC	18339			4,405.00	
10-1220-412.35-75	08/10/2010	GPS MONITORING-JACKOWSKI	2011-1	276815	02/2011	105.00	
10-1220-412.35-75	06/30/2010	BAMHC - SUPERVISION	2010-12	277163	13/2010	240.00	
245-1257-412.35-81	06/30/2010	BAMHC - SUPERVISION	2010-12	277163	13/2010	1,560.00	
247-1251-412.39-90	08/12/2010	BAMDUI - DRUG/ALC - JULY	2011-1	277160	02/2011	2,500.00	
08/13/2010	735902	CSG SYSTEMS INC	20870			16,169.12	
502-7311-602.31-10	08/09/2010	MISC SERVICES	66522	277121	02/2011	6,774.74	
502-7311-602.31-11	08/09/2010	MISC SERVICES	66522	277121	02/2011	2,505.73	
512-8311-622.31-10	08/09/2010	MISC SERVICES	66522	277121	02/2011	4,516.50	
512-8311-622.31-11	08/09/2010	MISC SERVICES	66522	277121	02/2011	1,670.49	
502-7311-602.32-10	08/09/2010	MISC SERVICES	66642	277121	02/2011	421.00	
512-8311-622.32-10	08/09/2010	MISC SERVICES	66642	277121	02/2011	280.66	
08/13/2010	735921	FIRST MONTANA TITLE CO	1304			10,000.00	
289-6581-464.72-77	08/11/2010	MISC SERVICES	BETHEL, ROXANNE	277145	02/2011	10,000.00	
08/13/2010	735933	GUARDIAN SECURITY INC	12486			5,718.38	
260-5512-455.35-74	08/09/2010	SECURITY SERVICES	995289	F11410	02/2011	5,718.38	
08/13/2010	735942	HDR INC	1544			6,263.95	
513-0000-201.10-00	08/06/2010	WO0808 WWTP 2008 ELECTRIC	RET. RELEASE	255506	02/2011	6,263.95	
08/13/2010	735944	HKM ENGINEERING INC	10883			8,613.25	
210-5151-452.93-90	06/30/2010	WO0307 ALKALI CR MULTI	44	250043	13/2010	7,445.66	

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490-5161-452.93-70	06/30/2010	WO0307 ALKALI CR MULTI	44	250043	13/2010	1,167.59	
08/13/2010	735946	IAFF	20196			4,149.90	
900-0000-209.99-20	08/13/2010	PAYROLL SUMMARY	20100813		02/2011	4,149.90	
08/13/2010	735950	INGRAM BOOK COMPANY	1820			4,233.80	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	52712535	276075	02/2011	7.77	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	52712536	276075	02/2011	30.03	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	52712537	276075	02/2011	15.98	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	52712538	276075	02/2011	18.85	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	52712539	276075	02/2011	10.17	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	52712540	276075	02/2011	47.92	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	52712541	276075	02/2011	68.88	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	52832966	276075	02/2011	15.33	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	52832967	276075	02/2011	7.79	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	52832968	276075	02/2011	32.75	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	52832969	276075	02/2011	42.34	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	52832970	276075	02/2011	8.97	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	52832971	276075	02/2011	49.87	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	52832972	276075	02/2011	164.54	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	52832973	276075	02/2011	5.99	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	52832974	276075	02/2011	101.93	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	52832975	276075	02/2011	7.19	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	52832976	276075	02/2011	46.12	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	52832977	276075	02/2011	11.39	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	52832978	276075	02/2011	1,397.44	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	52832979	276075	02/2011	1,073.59	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	52832980	276075	02/2011	35.98	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	52832981	276075	02/2011	9.58	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	52832982	276075	02/2011	32.99	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	52832983	276075	02/2011	20.97	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	52850342	276075	02/2011	43.60	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	52947423	276075	02/2011	14.72	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	52947430	276075	02/2011	14.99	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	52984049	276075	02/2011	16.49	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	52984050	276075	02/2011	25.74	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	53030659	276075	02/2011	13.57	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	53030660	276075	02/2011	60.48	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	53030661	276075	02/2011	15.34	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	53030662	276075	02/2011	423.94	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	53030663	276075	02/2011	58.96	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	53030664	276075	02/2011	14.74	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	53030668	276075	02/2011	31.80	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	53030669	276075	02/2011	17.67	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	53030670	276075	02/2011	91.91	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	53030671	276075	02/2011	18.88	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	53030675	276075	02/2011	31.21	
260-5519-455.33-33	08/10/2010	PUBLICATIONS/AUDIOVISUAL	53077257	276075	02/2011	75.40	
08/13/2010	735952	J & J CONCRETE	15244			90,348.78	
205-3131-433.93-10	08/06/2010	WO1004 2010 ACCESS RAMPS	5	273327	02/2011	7,683.42	

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205-3131-433.93-10	08/06/2010	WO0902 2009 MISC. DEVELPR	2	274943 02/2011 39,316.65
437-3165-431.93-11	08/06/2010	WO0902 2009 MISC. DEVELPR	2	274943 02/2011 43,348.71
08/13/2010	735956	JTL GROUP INC DBA KNIFE RIVER	2417	
211-3132-433.45-20	08/09/2010	ROAD/HIGHWAY MATERIAL	217427	277081 02/2011 197.82
211-3132-433.47-10	08/09/2010	ROAD AND HIGHWAY MATERIAL	217449	277081 02/2011 1,763.02
211-3132-433.45-20	08/09/2010	ROAD/HIGHWAY MATERIAL	218344	277081 02/2011 123.51
211-3132-433.45-20	08/09/2010	ROAD/HIGHWAY MATERIAL	218352	277081 02/2011 134.70
211-3132-433.45-20	08/09/2010	ROAD/HIGHWAY MATERIAL	218386	277081 02/2011 377.42
211-3132-433.47-10	08/09/2010	ROAD AND HIGHWAY MATERIAL	218403	277081 02/2011 685.02
211-3132-433.45-20	08/09/2010	ROAD/HIGHWAY MATERIAL	218447	277081 02/2011 201.24
211-3132-433.45-20	08/09/2010	ROAD/HIGHWAY MATERIAL	218459	277081 02/2011 364.61
211-3132-433.47-10	08/09/2010	ROAD AND HIGHWAY MATERIAL	218465	277081 02/2011 114.66
08/13/2010	735959	KEMIRA WATER SOLUTIONS, INC	19163	
502-0000-141.00-00	08/09/2010	WATER PARTS AND SUPPLIES	9017143517	02/2011 74,603.03
08/13/2010	735976	MES-NW	19056	
150-2229-422.26-40	08/09/2010	BT9010/BOOTS/ODERMANN	00161829 ODERMN	273363 02/2011 8,925.35
150-2229-422.26-40	08/09/2010	BT9010/BOOTS/ODERMANN	00161829 ODERMN	273363 02/2011 280.22
150-2229-422.26-40	08/09/2010	BT9010/BOOTS/JOHNSON	00180710 JOHNSN	273363 02/2011 5.13
150-2229-422.26-40	08/09/2010	BT9010/BOOTS/JOHNSON	00180710 JOHNSN	273363 02/2011 327.01
150-2229-422.22-90	08/11/2010	SCOTT/45MIN/CYLINDERS	00180594 CYLNDR	275675 02/2011 5.99
08/13/2010	735978	MIDLAND WEST MANUFACTURING CO	2421	
211-3132-433.23-20	08/06/2010	MP	13950	277088 02/2011 3,170.00
541-3122-435.23-20	08/06/2010	MP	13952	277088 02/2011 290.00
08/13/2010	735994	MONTANA STATE FIREMAN'S ASSOC	20195	
900-0000-209.99-24	08/13/2010	PAYROLL SUMMARY	20100813	02/2011 2,674.07
08/13/2010	735995	MOODYS INVESTORS SERVICE	2561	
568-7123-476.55-10	07/15/2010	MISC SERVICES	F1757057-000	277200 02/2011 20,000.00
08/13/2010	736002	NATIONAL LEAGUE OF CITIES	14451	
10-1100-411.33-50	08/06/2010	MISC SERVICES	30845	277063 02/2011 20,000.00
08/13/2010	736006	NORTHWESTERN ENERGY	15771	
150-2221-422.34-10	08/04/2010	FIRE6:ELEC/2940KWH USED	0100477-9 10JUL	276425 02/2011 6,283.29
502-7400-603.34-10	08/09/2010	MISC SERVICES	01004787 JUL10	277116 02/2011 196.85
512-8500-625.34-10	08/09/2010	MISC SERVICES	17568932 JUL10	277116 02/2011 722.13
571-7143-713.34-10	08/06/2010	ACCOUNT# 0100473-8	80210	F11405 02/2011 107.14
10-5141-436.34-10	08/12/2010	NW PARK/REC/PL	07125388	02/2011 2,603.61
571-7143-713.34-10	08/12/2010	NW AVIATION/TRAN	07192255	02/2011 811.11
150-2221-422.34-10	08/12/2010	NW FIRE	07208176	02/2011 293.22
10-5112-452.34-10	08/12/2010	NW PARK/REC/PL	08134892	02/2011 333.73
872-5198-452.34-10	08/12/2010	NW PARK/REC/PL	08814550	02/2011 84.82
872-5198-452.34-10	08/12/2010	NW PARKS	10291920	02/2011 8.58
502-7400-603.34-10	08/12/2010	NW Parks	11422532	02/2011 .18
502-7400-603.34-10	08/12/2010	NW Pud	11608072	02/2011 165.28
				42.73

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872-5198-452.34-10	08/12/2010	NW parks	11759727		02/2011	135.50	
10-5112-452.34-10	08/12/2010	NW	11914041		02/2011	632.98	
502-7400-603.34-10	08/12/2010	NW	13466735		02/2011	40.13	
872-5198-452.34-10	08/12/2010	NW	15143886		02/2011	8.65	
521-1524-493.34-10	08/12/2010	PARKING-LINC CEN LOT POLE	15696313		02/2011	35.21	
10-5112-452.34-10	08/12/2010	SOUTH PARK CONCESSION	15882624		02/2011	7.54	
211-3133-433.34-10	08/12/2010	STREETS/TRAFFIC	17488966		02/2011	.44	
10-5112-452.34-10	08/12/2010	PARKS & REC	18494088		02/2011	53.46	
08/13/2010	736008	OCLC	18135				11,205.03
260-5516-455.35-90	08/10/2010	GROUP SERVICES CONTRACT D	85385	F11417	02/2011		11,214.00
260-5516-455.35-90	08/10/2010	DISCOUNT	85385	F11417	02/2011		8.97-
08/13/2010	736011	ONE EIGHTY COMMUNICATIONS	15590				4,943.13
561-7110-711.34-50	08/06/2010	ONE EIGHTY AUGUST 2010	AIRPORT 2948370		02/2011		40.60
606-1931-484.34-50	08/06/2010	ONE EIGHTY AUGUST 2010	ACCT 00018768		02/2011		542.87
606-1931-484.34-50	08/06/2010	ONE EIGHTY AUGUST 2010	ACCT 00001906		02/2011		3,105.79
10-5112-452.34-50	08/06/2010	ONE EIGHTY AUGUST 2010	867-7275		02/2011		46.00
670-3141-489.34-50	08/06/2010	ONE EIGHTY AUGUST 2010	DEPOT ONE HALF		02/2011		408.21
660-3110-431.34-50	08/06/2010	ONE EIGHTY AUGUST 2010	DEPOT ONE HALF		02/2011		408.21
260-5518-455.35-90	08/06/2010	ONE EIGHTY AUGUST 2010	INTERNET LIB		02/2011		259.00
620-1911-482.34-52	08/06/2010	ONE EIGHTY AUGUST 2010	IT INTERNET		02/2011		79.95
150-2225-422.34-50	08/06/2010	ONE EIGHTY AUGUST 2010	LONG DISTANCE		02/2011		52.50
08/13/2010	736030	SANDERSON STEWART	20446				21,033.15
840-3184-431.93-10	06/30/2010	WO0912 INNER BELT LOOP	12	267730	13/2010		2,727.66
845-3186-431.93-10	06/30/2010	WO0912 INNER BELT LOOP	12	267730	13/2010		18,305.49
08/13/2010	736038	SNOWY RANGE RESEARCH	18855				4,615.00
738-1264-412.35-10	08/12/2010	SAMHSA - JULY	2011-1	277150	02/2011		1,650.00
248-1263-412.35-60	08/12/2010	BAMDUI - JULY	2011-1	277157	02/2011		1,000.00
246-1250-412.35-90	08/12/2010	BAMDC - JULY	2011-1	277158	02/2011		1,165.00
245-1257-412.35-60	08/12/2010	BAMHC - JULY	2011-1	277159	02/2011		800.00
08/13/2010	736044	ST VINCENT OCCUPATIONAL HEALTH	3535				3,277.87
10-1750-417.35-72	08/11/2010	MISC SERVICES	21515	277175	02/2011		681.19
150-2111-421.35-10	08/11/2010	MISC SERVICES	21515	277175	02/2011		604.19
150-2229-422.35-10	08/11/2010	MISC SERVICES	21515	277175	02/2011		469.74
211-3131-433.22-60	08/11/2010	MISC SERVICES	21515	277175	02/2011		140.00
502-7500-609.35-10	08/11/2010	MISC SERVICES	21515	277175	02/2011		140.00
541-3121-435.35-10	08/11/2010	MISC SERVICES	21515	277175	02/2011		70.00
571-7142-713.35-10	08/11/2010	MISC SERVICES	21515	277175	02/2011		70.00
627-1752-417.51-60	08/11/2010	MISC SERVICES	21515	277175	02/2011		1,102.75
08/13/2010	736047	STEWART TITLE OF BILLINGS	17985				15,000.00
289-6581-464.72-77	08/11/2010	MISC SERVICES	JOHNSON, ROBERT	277142	02/2011		15,000.00
08/13/2010	736054	TOWN & COUNTRY SUPPLY ASSOCIAT	18295				53,502.02
601-0000-141.00-00	08/06/2010	MP	83221		02/2011		18,565.98
601-0000-141.71-41	08/06/2010	MP	83222		02/2011		15,387.40

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
601-0000-141.00-00	08/06/2010	MP	90262		02/2011	8,792.80	
10-5142-436.23-10	08/06/2010	325 GAL DYED DIESEL #2	90269	277076	02/2011	724.14	
561-7118-711.23-13	08/06/2010	INVOICE #82328	82328	F11401	02/2011	9,715.30	
502-0000-141.00-00	08/09/2010	WATER PARTS AND SUPPLIES	90268		02/2011	316.40	
08/13/2010	736061	UNRUH FIRE INC	20509			116,953.00	
640-2240-422.94-60	08/05/2010	TWO/QRV/FINAL PMT	850D QRV/FINAL	273942	02/2011	753.00	
640-2240-422.94-60	08/05/2010	TWO/QRV/FINAL PMT	850D QRV/FINAL	273942	02/2011	116,200.00	
08/13/2010	736077	WINKLER EXCAVATING INC	20641			33,466.97	
845-3186-431.93-10	08/06/2010	WO0917 24TH ST W CONCRETE	7	269600	02/2011	33,466.97	
DATE RANGE TOTAL *						578,478.84 *	

Regular City Council Meeting

Date: 09/13/2010

TITLE: Payment of Claims August 20, 2010.

PRESENTED BY: Pat M. Weber, Financial Services Manager

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$4,096,176.68 have been audited and are presented for your approval for payment. A complete listing of the claims dated August 20, 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

List of claims greater than \$2500

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	DESCRIPTION	INVOICE	PO #	PER/YEAR	CHECK AMOUNT
ACCOUNT #	TRN DATE							TRN AMOUNT
08/20/2010	736085	ACE ELECTRIC INC	40					101,100.61
202-1503-466.79-73	08/18/2010			WO0925 DWNTWN SIGNAL	23827	276286	02/2011	101,100.61
08/20/2010	736097	BECCO GENERAL CONSTRUCTION SER	21173					20,380.85
513-8491-623.93-90	08/18/2010			WO0908 WWTP WATER LINE	1	275042	02/2011	20,380.85
08/20/2010	736105	BILLINGS GAZETTE	420					4,820.74
260-5511-455.33-60	08/16/2010			Library	JULY 2010		02/2011	670.50
541-3122-435.33-70	08/16/2010			SOLID WASTE	JULY 2010		02/2011	521.52
10-1750-417.33-70	08/16/2010			TRANSIT	JULY 2010		02/2011	893.48
541-3122-435.33-70	08/16/2010			SOLID WASTE	JULY 2010		02/2011	873.53
260-5511-455.33-60	08/16/2010			MAGIC MAGAZINE	JULY 2010		02/2011	400.00
10-1411-414.31-10	08/16/2010			ONLINE BANNER	JULY 2010		02/2011	565.71
561-7110-711.32-10	08/16/2010			AIRPORT	JULY 2010		02/2011	896.00
08/20/2010	736110	BILLINGS SYMPHONY SOCIETY	448					11,250.00
789-1514-415.72-74	08/18/2010			MISC SERVICES	81810	277372	02/2011	11,250.00
08/20/2010	736114	BISON MOTOR COMPANY	12046					15,242.01
640-2120-421.94-40	08/17/2010			MISC SERVICES	080520101	269938	02/2011	15,242.01
08/20/2010	736118	BROWN AND CALDWELL	18626					8,963.67
503-7591-609.93-40	06/30/2010			WO0825 ZONE 3 RESERVOIR	21128995	264675	13/2010	8,963.67
08/20/2010	736123	BUSINESS TAX SECTION	2449					31,737.05
505-7515-609.36-71	08/16/2010			MISC SERVICES	710197	274211	02/2011	116.25
502-7400-603.24-50	08/16/2010			MISC SERVICES	3774	275781	02/2011	458.55
407-7128-711.93-97	08/17/2010			MISC SERVICES	274396-1	274396	02/2011	4,111.96
407-7128-711.93-97	08/17/2010			MISC SERVICES	274396-1	274396	02/2011	712.95
406-7119-711.92-90	08/17/2010			MISC SERVICES	275837-2	275837	02/2011	1,231.29
205-3131-433.93-90	08/18/2010			WO1003 ST MAINT PROGRAM	2	272599	02/2011	1,815.58
416-7493-603.93-40	08/18/2010			WO0913 STAPLES WATER MAIN	4	274053	02/2011	2,418.86
513-8591-625.93-40	08/18/2010			WO1001 REPLACEMENT PROJ	3	274056	02/2011	1,455.29
503-7591-609.93-40	08/18/2010			WO1001 REPLACEMENT PROJ	3	274058	02/2011	3,645.60
521-1524-493.36-90	08/18/2010			LOT 27 REPAIR	10 2 029	274366	02/2011	162.78
503-7591-609.93-40	08/18/2010			WO1001 REHAB SCH 3	2	274400	02/2011	5,717.89
513-8591-625.93-40	08/18/2010			WO1001 REHAB SCH 3	2	274400	02/2011	1,429.47
513-8491-623.93-90	08/18/2010			WO1009 WWTP T5 TRNSFRMR	1	274407	02/2011	186.17
210-5151-452.93-90	08/18/2010			WO0307 ALKALI CREEK PATH	1	274414	02/2011	235.65
490-5161-452.93-70	08/18/2010			WO0307 ALKALI CREEK PATH	1	274414	02/2011	511.53
497-5162-451.93-70	08/18/2010			WO0307 ALKALI CREEK PATH	1	274414	02/2011	2,454.15
205-3131-433.93-10	08/18/2010			WO0821 LAKE ELMO	2	274941	02/2011	1,206.28
210-3110-431.93-11	08/18/2010			WO0821 LAKE ELMO	2	274941	02/2011	399.62
438-3165-431.93-11	08/18/2010			WO0821 LAKE ELMO	2	274941	02/2011	17.77
503-7591-609.93-40	08/18/2010			WO0821 LAKE ELMO	2	274941	02/2011	206.72
840-3184-431.93-10	08/18/2010			WO0821 LAKE ELMO	2	274941	02/2011	38.76
513-8491-623.93-90	08/18/2010			WO0908 WWTP WATER LINE	1	275043	02/2011	205.87
840-3184-431.93-10	08/18/2010			WO1025 MISC STORM DRAIN	1	276675	02/2011	70.77
205-3131-433.93-90	06/30/2010			WO1003 ST MAINT PROGRAM	2	272599	13/2010	1,167.50

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
416-7493-603.93-40	06/30/2010	WO0913 STAPLES WATER MAIN	4	274053	13/2010	329.84	
513-8591-625.93-40	06/30/2010	WO1001 REPLACEMENT PROJ	3	274056	13/2010	194.04	
503-7591-609.93-40	06/30/2010	WO1001 REHAB SCH 3	2	274400	13/2010	952.98	
513-8591-625.93-40	06/30/2010	WO1001 REHAB SCH 3	2	274400	13/2010	238.25	
513-8491-623.93-90	06/30/2010	WO1009 WWTP T5 TRANSFRMR	1	274407	13/2010	44.68	
08/20/2010	736125	CACHE VALLEY ELECTRIC	21126			2,676.35	
620-1911-482.34-52	08/13/2010	MISC SERVICES	51-98785	276096	02/2011	2,676.35	
08/20/2010	736134	CASCADE ENGINEERING INC.	21221			43,848.00	
541-3122-435.42-70	08/06/2010	YARDWASTE BARRELS	10177525/C82611	275685	02/2011	21,924.00	
541-3122-435.42-70	08/06/2010	YARDWASTE BARRELS	10177664/C82612	275685	02/2011	21,924.00	
08/20/2010	736137	CLARK SAFETY/LOSS CONTROL SERV	15313			3,450.73	
150-2229-422.26-40	08/13/2010	RESCUE EQUIP/QRV TRUCKS	4231 QRV/RESCUE	275572	02/2011	1,463.99	
150-2229-422.26-40	08/13/2010	RESCUE EQUIP/QRV TRUCKS	4231 QRV/RESCUE	275572	02/2011	150.45	
150-2229-422.29-20	08/13/2010	RESCUE EQUIP/QRV TRUCKS	4231 QRV/RESCUE	275572	02/2011	1,302.60	
150-2229-422.29-20	08/13/2010	RESCUE EQUIP/QRV TRUCKS	4231 QRV/RESCUE	275572	02/2011	533.69	
08/20/2010	736138	COLSTRIP ELECTRIC INC	11663			22,854.15	
513-8491-623.93-90	08/18/2010	WO1009 WWTP T5 TRNSFRMR	1	274406	02/2011	18,430.76	
513-8491-623.93-90	06/30/2010	WO1009 WWTP T5 TRNSFRMR	1	274406	13/2010	4,423.39	
08/20/2010	736142	COP CONSTRUCTION CO	865			1,186,434.86	
503-7591-609.93-40	08/18/2010	WO1001 REPLACEMENT PROJ	3	274057	02/2011	360,914.62	
503-7591-609.93-40	08/18/2010	WO1001 REHAB SCH 3	2	274399	02/2011	566,071.12	
513-8591-625.93-40	08/18/2010	WO1001 REHAB SCH 3	2	274399	02/2011	141,517.77	
503-7591-609.93-40	06/30/2010	WO1001 REHAB SCH3	2	274399	13/2010	94,345.08	
513-8591-625.93-40	06/30/2010	WO1001 REHAB SCH3	2	274399	13/2010	23,586.27	
08/20/2010	736143	COUNTY WATER DISTRICT OF	881			5,607.64	
10-5112-452.34-20	08/12/2010	WATER CHARGES	VARIES	277205	02/2011	2,671.31	
872-5198-452.34-20	08/12/2010	WATER CHARGES	VARIES	277205	02/2011	508.87	
872-5198-452.34-20	08/12/2010	WATER CHARGES	VARIES	277205	02/2011	376.79	
872-5198-452.34-20	08/12/2010	WATER CHARGES	VARIES	277205	02/2011	388.49	
872-5198-452.34-20	08/12/2010	WATER CHARGES	VARIES	277205	02/2011	717.02	
872-5198-452.34-20	08/12/2010	WATER CHARGES	VARIES	277205	02/2011	945.16	
08/20/2010	736148	CUMMINS ROCKY MOUNTAIN LLC	924			3,001.45	
571-7144-713.23-20	08/13/2010	MP	004-8762	277255	02/2011	287.17	
541-3122-435.23-20	08/13/2010	MP	004-8908	277267	02/2011	140.92	
541-3122-435.23-20	08/19/2010	MP	004-9589	277429	02/2011	2,573.36	
08/20/2010	736150	CUSTOM COMPUTER TECHNOLOGIES I	20567			5,117.97	
251-2186-421.21-90	08/19/2010	MISC SERVICES	101013041	277422	02/2011	1,204.99	
251-2186-421.21-90	08/19/2010	MISC SERVICES	101013055	277422	02/2011	2,473.98	
251-2186-421.21-90	08/19/2010	MISC SERVICES	102002475	277422	02/2011	1,439.00	
08/20/2010	736153	DELL COMPUTER L P	13426			9,051.10	
670-3141-489.94-80	08/18/2010	XF22C1653 C1KM2 C19N8	XF1J5P6X9	276550	02/2011	9,051.10	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	DESCRIPTION	INVOICE	PO #	PER/YEAR	CHECK AMOUNT
ACCOUNT #	TRN DATE							TRN AMOUNT
08/20/2010	736164	ENDRESS & HAUSER INC	9247					3,465.49
502-7400-603.23-60	08/16/2010			MISC SERVICES	4652279425	277292	02/2011	3,465.49
08/20/2010	736169	FISHER CONSTRUCTION	1313					16,474.22
521-1524-493.36-90	08/18/2010			LOT 27 REPAIRS	10 2 029	274365	02/2011	16,115.22
521-1524-493.36-90	08/18/2010			BLDG PERMIT LOT 27	10 2 029A	277386	02/2011	359.00
08/20/2010	736171	FLUID COMPONENTS INTL	14193					3,160.91
512-8400-623.23-60	08/16/2010			MISC SERVICES	1058508	277282	02/2011	3,160.91
08/20/2010	736172	FOUR BEERS INC	20892					316,931.71
210-5151-452.93-90	08/18/2010			WO0307 ALKALI CREEK PATH	1	274413	02/2011	23,329.26
490-5161-452.93-70	08/18/2010			WO0307 ALKALI CREEK PATH	1	274413	02/2011	50,641.06
497-5162-451.93-70	08/18/2010			WO0307 ALKALI CREEK PATH	1	274413	02/2011	242,961.39
08/20/2010	736176	GALLES FILTER SERVICE	1397					8,101.87
601-0000-141.00-00	06/30/2010			MP	107625		12/2010	7.47
10-5112-452.23-20	06/30/2010			MP	107625	273463	12/2010	20.39
601-0000-141.00-00	07/14/2010			MP	207736		01/2011	166.44
601-0000-141.00-00	07/14/2010			MP	207935		01/2011	387.50
601-0000-141.00-00	07/15/2010			MP	205623-A		01/2011	35.28
601-0000-141.00-00	07/15/2010			MP	205623-BB		01/2011	35.28
502-0000-141.00-00	07/19/2010			WATER PARTS AND SUPPLIES	207882		01/2011	75.09
502-0000-141.00-00	07/19/2010			WASTEWATER PARTS & SUPPLY	208468		01/2011	3,475.08
601-0000-141.71-41	07/21/2010			MP	207739		01/2011	140.52
601-0000-141.00-00	07/21/2010			MP	207768		01/2011	35.04
150-2226-422.23-20	07/21/2010			MP	207765	275719	01/2011	40.92
211-3134-433.23-20	07/21/2010			MP	207768	275719	01/2011	34.35
211-3134-433.23-20	07/21/2010			MP	208059	275719	01/2011	68.70
150-2226-422.23-20	07/21/2010			MP	208381	275719	01/2011	7.81
512-8500-625.23-20	07/23/2010			MP	209119	275719	01/2011	8.28
601-0000-141.71-41	07/26/2010			MP	208148		01/2011	82.21
601-0000-141.00-00	07/26/2010			MP	208150		01/2011	568.25
601-0000-141.00-00	07/26/2010			MP	208438		01/2011	262.36
601-0000-141.00-00	07/26/2010			MP	208441		01/2011	28.74
601-0000-141.00-00	07/26/2010			MP	208649		01/2011	19.46
541-3122-435.23-20	07/26/2010			MP	208299	275719	01/2011	92.74
601-0000-141.00-00	07/28/2010			MP	208578		01/2011	146.25
601-0000-141.00-00	07/28/2010			MP	208922		01/2011	451.90
601-0000-141.00-00	07/28/2010			MP	209074		01/2011	135.30
601-0000-141.00-00	07/28/2010			MP	209091		01/2011	383.58
601-0000-141.00-00	07/28/2010			MP	209395		01/2011	263.61
211-3134-433.23-20	07/28/2010			MP	208578	275719	01/2011	88.61
211-3136-433.23-20	07/28/2010			MP	208578	275719	01/2011	32.69
211-3134-433.23-20	07/28/2010			MP	208914	275719	01/2011	7.30
211-3136-433.23-20	07/28/2010			MP	209039	275719	01/2011	7.19
601-0000-141.00-00	07/30/2010			MP	209600		01/2011	355.38
601-0000-141.00-00	07/30/2010			MP	275719		01/2011	118.72
601-1553-481.23-20	07/30/2010			MP	208355	275719	01/2011	57.42

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
150-2226-422.23-20	07/30/2010	MP	208478	275719	01/2011	51.36	
211-3134-433.23-20	07/30/2010	MP	208498	275719	01/2011	15.08	
211-3136-433.23-20	07/30/2010	MP	208520	275719	01/2011	37.24	
211-3134-433.23-20	07/30/2010	MP	208624	275719	01/2011	23.42	
601-0000-141.00-00	08/02/2010	MP	209397		02/2011	40.74	
601-0000-141.00-00	08/02/2010	MP	209503		02/2011	21.84	
211-3134-433.23-20	08/03/2010	MP	209559	275719	02/2011	10.77	
601-0000-141.71-41	08/09/2010	MP	209591		02/2011	165.32	
601-0000-141.71-41	08/17/2010	MP	209096		02/2011	134.10	
150-2226-422.23-20	08/17/2010	MP	209242	275719	02/2011	32.70	
08/20/2010	736179	GENERAL ELECTRIC CAPITAL CORP	19598			9,370.42	
150-2150-421.61-00	08/17/2010	MISC SERVICES	TOUGHBOOK	277353	02/2011	8,771.02	
150-2150-421.62-00	08/17/2010	MISC SERVICES	TOUGHBOOK	277353	02/2011	599.40	
08/20/2010	736184	HAMPLES EXCAVATION	1580			121,897.72	
406-7119-711.92-90	08/17/2010	MISC SERVICES	275836-2	275836	02/2011	121,897.72	
08/20/2010	736188	HDR INC	1544			33,145.18	
502-7211-601.35-40	08/18/2010	INTEGRATED WATER PLAN	217962-H	270373	02/2011	2,421.49	
512-8211-621.35-40	08/18/2010	INTEGRATED WATER PLAN	217962-H	270373	02/2011	2,075.55	
840-3184-431.35-90	08/18/2010	INTEGRATED WATER PLAN	217962-H	270373	02/2011	2,421.49	
502-7211-601.35-40	06/30/2010	DRINKING WTR SOURCE STUDY	197273-H	258046	13/2010	8,309.52	
502-7211-601.35-40	06/30/2010	DRINKING WTR SOURCE STUDY	206011-H	258046	13/2010	9,488.11	
502-7211-601.35-40	06/30/2010	DRINKING WTR SOURCE STUDY	213254-H	258046	13/2010	8,429.02	
08/20/2010	736190	HKM ENGINEERING INC	10883			23,811.23	
205-3131-433.93-10	08/18/2010	WO0821 LAKE ELMO DRIVE	02M0-25436.03	274946	02/2011	5,400.00	
210-3110-431.93-11	08/18/2010	WO0821 LAKE ELMO DRIVE	02M0-25436.03	274946	02/2011	13,729.92	
438-3165-431.93-11	08/18/2010	WO0821 LAKE ELMO DRIVE	02M0-25436.03	274946	02/2011	3,480.00	
840-3184-431.93-10	08/18/2010	WO0821 LAKE ELMO DRIVE	02M0-25436.03	274946	02/2011	1,201.31	
210-3110-431.93-11	06/30/2010	WO0821 LAKE ELMO DR	FUND CORRECTION	274946	13/2010	25,739.37-	
210-3110-431.93-11	06/30/2010	WO0821 LAKE ELMO DR	FUND CORRECTION	274946	13/2010	25,739.37	
08/20/2010	736196	INTERSTATE ENGINEERING INC.	11817			44,455.38	
840-3184-431.93-10	08/18/2010	WO0815 HOWARD HGTS DRAIN	4640	275113	02/2011	7,112.86	
840-3184-431.93-10	06/30/2010	WO0515 HOWARD HGTS DRAIN	4640	275113	13/2010	37,342.52	
08/20/2010	736203	JOHNSON LANE MATERIALS	15449			7,467.42	
541-3123-435.22-90	08/16/2010	PIT RUN AND SAND	13849	276914	02/2011	7,467.42	
08/20/2010	736204	JTL GROUP INC DBA KNIFE RIVER	2417			780,017.32	
502-7400-603.24-50	08/16/2010	MISC SERVICES	218953	277335	02/2011	20.00	
407-7128-711.93-97	08/17/2010	MISC SERVICES	274395-1	274395	02/2011	407,084.38	
407-7128-711.93-97	08/17/2010	MISC SERVICES	274395-1	274395	02/2011	70,581.23	
205-3131-433.93-90	08/18/2010	WO1003 ST MAINT PROGRAM	2	272598	02/2011	179,743.01	
840-3184-431.93-10	08/18/2010	WO1025 MISC STORM DRAIN	1	276674	02/2011	7,006.33	
205-3131-433.93-90	06/30/2010	WO1003 ST MAINT PROGRAM	2	272598	13/2010	115,582.37	
08/20/2010	736205	KADRMAS LEE & JACKSON	14850			16,499.71	
845-3186-431.93-10	06/30/2010	WO0412 ALKALI CREEK RD	112280	259114	13/2010	12,547.45	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	DESCRIPTION	INVOICE	PO #	PER/YEAR	CHECK AMOUNT
840-3184-431.93-10				WO0412 ALKALI CREEK RD	112281	259114	13/2010	2,702.89
503-7591-609.93-40				WO0911 RR RD - 17W TO REH	112283	268015	13/2010	193.67
840-3184-431.93-10				WO0911 RR RD - 17W TO REH	112283	268015	13/2010	302.40
845-3186-431.93-10				WO0911 RR RD - 17W TO REH	112283	268015	13/2010	753.30
08/20/2010	736218	MAILING TECHNICAL SERVICES	12577					5,081.99
	521-1521-493.31-10			MISC SERVICES	JULY10	277404	02/2011	217.00
	605-1515-483.31-10			MISC SERVICES	JULY10	277404	02/2011	4,864.99
08/20/2010	736222	MCLENNAGHAN, DON	9997300					10,000.00
	502-0000-115.73-01			Don McLennaghan - 17975	000017975		02/2011	10,000.00
08/20/2010	736227	MONTANA DAKOTA UTILITIES CO	2492					2,622.84
	10-5122-451.34-40			REC	05552021		02/2011	17.47
	150-2221-422.34-40			FIRE	05597121		02/2011	101.80
	502-7400-603.34-40			PUD	05780623		02/2011	10.40
	10-5126-451.34-40			REC	05839223		02/2011	2,392.58
	10-5122-451.34-40			REC	05863221		02/2011	13.65
	150-2221-422.34-40			FIRE	05937321		02/2011	38.12
	150-2221-422.34-40			FIRE	06637925		02/2011	48.82
08/20/2010	736233	MORRISON MAIERLE INC	2572					197,375.83
	407-7128-711.93-97			MISC SERVICES	101281	274012	02/2011	20,040.60
	407-7128-711.93-97			MISC SERVICES	101281	274012	02/2011	5,010.15
	406-7119-711.92-90			MISC SERVICES	101285/286	277318	02/2011	30,108.92
	513-8491-623.93-90			WO0926 WWTP CLARIFIERS	107469	274059	02/2011	3,123.76
	503-7591-609.93-40			WO1008 CLEARWELL CT IMPRV	107473	274702	02/2011	7,907.39
	503-7591-609.93-40			WO0801 WATER/SEWER REHAB	101162	252779	13/2010	3,023.09
	513-8591-625.93-40			WO0210 BENCH CONNECTION	101163	265562	13/2010	6,763.93
	503-7591-609.93-40			WO1001 WATER/SEWER REHAB	101173	268044	13/2010	78,183.70
	513-8591-625.93-40			WO1001 WATER/SEWER REHAB	101173	268044	13/2010	43,214.29
08/20/2010	736237	MUNICIPAL CODE CORP	2610					2,808.74
	10-1314-413.35-90			N.O.W. SVCS & GRAPHICS	INV. 125619	277324	02/2011	290.00
	10-1314-413.32-20			ELECTRONIC UPDATES	125619	277324	02/2011	2,518.74
08/20/2010	736239	NATURE'S GREEN LLC	21214					2,707.68
	561-7113-711.36-60			MISC SERVICES	533	276400	02/2011	2,707.68
08/20/2010	736242	NORTHWESTERN ENERGY	15771					75,407.80
	502-7400-603.34-10			MISC SERVICES	01004852 AUG10	277337	02/2011	1,219.82
	512-8400-623.34-10			MISC SERVICES	01005917 AUG10	277337	02/2011	40,443.05
	561-7113-711.34-10			1647695-4	081610	F11445	02/2011	17.36
	561-7117-711.34-10			1669567-8	081610	F11445	02/2011	777.30
	561-7113-711.34-10			0100483-7	081610	F11445	02/2011	1,927.56
	561-7113-711.34-10			0100484-5	081610	F11445	02/2011	1,702.87
	561-7117-711.34-10			1264299-7	081610	F11445	02/2011	614.26
	561-7117-711.34-10			1341288-7	081610	F11445	02/2011	266.64
	561-7117-711.34-10			1341289-5	081610	F11445	02/2011	36.74
	561-7117-711.34-10			1341291-1	081610	F11445	02/2011	73.39

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
561-7117-711.34-10	08/16/2010	1341295-2	081610	F11445	02/2011	167.20
10-5127-451.34-10	08/19/2010	NW PARK/REC/PL	07123870		02/2011	39.81
10-5122-451.34-10	08/19/2010	NW PARK/REC/PL	07125362		02/2011	162.14
10-5122-451.34-10	08/19/2010	NW PARK/REC/PL	07208184		02/2011	27.42
10-5126-451.34-10	08/19/2010	NW PARK/REC/PL	07208218		02/2011	1,977.31
502-7400-603.34-10	08/19/2010	NW PUD-WATER TREAT	07222649		02/2011	8,781.37
10-5112-452.34-10	08/19/2010	NW PARK/REC/PL	07222870		02/2011	1,473.07
502-7400-603.34-10	08/19/2010	NW PUD-WATER TREAT	07230402		02/2011	4,704.92
10-5112-452.34-10	08/19/2010	NW PARK/REC/PL	07230451		02/2011	679.36
502-7400-603.34-10	08/19/2010	NW PUD-WATER TREAT	07230592		02/2011	10.06
211-3133-433.34-10	08/19/2010	NW PUBLIC WORKS	08554040		02/2011	9.00
150-2221-422.34-10	08/19/2010	NW FIRE	08715468		02/2011	507.72
10-5112-452.34-10	08/19/2010	NW PARK/REC/PL	09254962		02/2011	353.49
650-1566-487.34-10	08/19/2010		09758087		02/2011	438.04
872-5198-452.34-10	08/19/2010	NW PARK/REC/PL	10458131		02/2011	69.84
502-7400-603.34-10	08/19/2010	NW PUD	11164522		02/2011	850.92
561-7117-711.34-10	08/19/2010	NW PUD	11389269		02/2011	56.92
650-1566-487.34-10	08/19/2010	ACCOUNTS PAYABLE	11608023		02/2011	1,223.24
650-1566-487.34-10	08/19/2010	ACCOUNTS PAYABLE	11608049		02/2011	2,950.83
650-1566-487.34-10	08/19/2010	NW	12693917		02/2011	3,749.36
571-7148-713.34-10	08/19/2010	MET DOWNTOWN TRANS CENTER	17847567		02/2011	90.13
295-6698-463.72-75	08/19/2010	COMMUNITY DEVELOPMENT	18949404		02/2011	1.55
295-6698-463.72-75	08/19/2010	COMMUNITY DEVELOPMENT	18949446		02/2011	3.46
295-6698-463.72-75	08/19/2010	COMMUNITY DEVELOPMENT	18949461		02/2011	1.65
08/20/2010	736252	PROTECH MECHANICAL INC	7475			5,247.00
260-5512-455.36-70	08/17/2010	HVAC REPAIR	51227	F11456	02/2011	5,247.00
08/20/2010	736254	PUBLIC UTILITIES	5022			14,365.48
521-1592-493.34-20	08/19/2010	105 N 27	4975819		02/2011	97.36
872-5198-452.34-20	08/19/2010	2314 MONTANA AVE IRR	11139217		02/2011	338.98
521-1591-493.34-20	08/19/2010	2922 3 AVE NORTH	22414454		02/2011	58.67
521-1591-493.34-20	08/19/2010	2922 3 AVE NORTH SP/IR	22434115		02/2011	29.51
521-1594-493.34-20	08/19/2010	505 N 31	257110001100		02/2011	106.17
872-5198-452.34-20	08/19/2010	2817 MONTANA AVE	676814300		02/2011	383.46
872-5198-452.34-20	08/19/2010	2709 MONTANA AVE	6768310079100		02/2011	63.22
872-5198-452.34-20	08/19/2010	2613 MONTANA AVE	676853944		02/2011	70.44
872-5198-452.34-20	08/19/2010	2519 MONTANA AVE	676893237		02/2011	169.22
872-5198-452.34-20	08/19/2010	2305 MONTANA AVE	6769110083201		02/2011	282.32
872-5198-452.34-20	08/19/2010	204 N 28	904979321		02/2011	495.49
872-5198-452.34-20	08/19/2010	2304 MONTANA AVE IRR	938591235		02/2011	349.24
872-5198-452.34-20	08/19/2010	4063 IRON HORSE TRL IRR	10797511406		02/2011	62.09
872-5198-452.34-20	08/19/2010	3012 WINCHESTER TRL IRR	10797712729		02/2011	62.09
872-5198-452.34-20	08/19/2010	4375 IRON HORSE TRL IRR	13578527227		02/2011	11.53
512-8400-623.34-20	08/19/2010	PUD - WATER BILLS	187212152		02/2011	996.58
872-5198-452.34-20	08/19/2010	PUD - WATER BILLS	676333936	40%	02/2011	363.90
10-5112-452.34-20	08/19/2010	PUD - WATER BILLS	676333936	60%	02/2011	545.83
872-5198-452.34-20	08/19/2010	PUD - WATER BILLS	11828118660		02/2011	2,521.48
872-5198-452.34-20	08/19/2010	PARK FALCON RIDGE	13019519760		02/2011	1,290.95
872-5198-452.34-20	08/19/2010	PARK FALCON RIDGE	13019521993		02/2011	247.12

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ACCOUNT #	TRN DATE							TRN AMOUNT
872-5198-452.34-20	08/19/2010			PARK COPPER RIDGE LOOP	13592326953		02/2011	167.50
872-5198-452.34-20	08/19/2010			PARKS	13592722571		02/2011	1,122.06
872-5198-452.34-20	08/19/2010			PARK AMELIA CIR	13592526964		02/2011	335.26
872-5198-452.34-20	06/30/2011			PUD - WATER BILLS	11498915890		02/2011	1,204.77
872-5198-452.34-20	06/30/2011			PUD - WATER BILLS	11498915891		02/2011	2,990.24
08/20/2010	736256	QWEST COMMUNICATIONS	6319					8,877.58
225-2232-422.34-50	08/12/2010			QWEST AUGUST 2010 2ND PAY	252-1190		02/2011	8,410.53
521-1592-493.34-50	08/12/2010			QWEST AUGUST 2010 2ND PAY	252-2041		02/2011	43.04
601-1550-481.34-50	08/12/2010			QWEST AUGUST 2010 2ND PAY	256-5047		02/2011	44.54
225-2232-422.34-50	08/12/2010			QWEST AUGUST 2010 2ND PAY	651-0282		02/2011	43.04
150-2111-421.34-50	08/12/2010			QWEST AUGUST 2010 2ND PAY	656-1046		02/2011	43.04
150-2111-421.34-50	08/12/2010			QWEST AUGUST 2010 2ND PAY	656-3671		02/2011	192.48
240-4301-419.72-14	08/12/2010			QWEST AUGUST 2010 2ND PAY	656-9578		02/2011	28.42
240-4301-419.72-14	08/12/2010			QWEST AUGUST 2010 2ND PAY	656-9604		02/2011	28.42
561-7110-711.34-50	08/12/2010			QWEST AUGUST 2010 2ND PAY	256-7070		02/2011	44.07
08/20/2010	736264	RIVERSIDE SAND & GRAVEL INC	19447					185,045.67
205-3131-433.93-10	08/18/2010			WO0821 LAKE ELMO DR	2	274940	02/2011	119,421.66
210-3110-431.93-11	08/18/2010			WO0821 LAKE ELMO DR	2	274940	02/2011	39,562.23
438-3165-431.93-11	08/18/2010			WO0821 LAKE ELMO DR	2	274940	02/2011	1,759.30
503-7591-609.93-40	08/18/2010			WO0821 LAKE ELMO DR	2	274940	02/2011	20,465.28
840-3184-431.93-10	08/18/2010			WO0821 LAKE ELMO DR	2	274940	02/2011	3,837.20
08/20/2010	736266	ROOTX	19882					9,526.68
512-8500-625.22-20	08/16/2010			MISC SERVICES	32778	277333	02/2011	9,526.68
08/20/2010	736276	SNIBBE INTERACTIVE INC	21210					18,000.00
260-5512-455.79-30	08/19/2010			PARMLY BLGS LIBRARY	INV 603	276076	02/2011	10,000.00
260-5512-455.79-30	08/19/2010			PARMLY BLGS LIBRARY	INV 604	276076	02/2011	8,000.00
08/20/2010	736283	STINE ELECTRONICS AND AUTOMOTI	20534					10,729.00
150-2227-422.22-90	08/18/2010			VHF/RADIOS/QRV EQUIP	20388 RADIOS	275515	02/2011	180.85
150-2227-422.22-90	08/18/2010			VHF/RADIOS/QRV EQUIP	20388 RADIOS	275515	02/2011	6,270.13
150-2227-422.22-90	08/18/2010			VHF/RADIOS/QRV EQUIP	20388 RADIOS	275515	02/2011	408.37
150-2231-422.24-81	08/18/2010			VHF/RADIOS/QRV EQUIP	20388 RADIOS	275515	02/2011	3,869.65
08/20/2010	736286	SUNSET EXCAVATION	11477					16,608.75
505-7515-609.36-71	08/16/2010			MISC SERVICES	710197	274210	02/2011	11,508.75
505-7515-609.36-71	08/16/2010			MISC SERVICES	710198	277332	02/2011	2,300.00
505-7515-609.36-71	08/16/2010			MISC SERVICES	710199	277332	02/2011	2,800.00
08/20/2010	736289	TDC GROUP	21064					2,700.00
620-1913-482.94-80	08/18/2010			MISC SERVICES	209187	274425	02/2011	2,700.00
08/20/2010	736290	TETRA TECH, INC.	19346					3,645.00
541-3123-435.35-90	08/16/2010			LF GAS AND WATER MONITOR	50375777	276916	02/2011	3,645.00
08/20/2010	736291	TEXAS ENGINEERING EXTENSION SE	20481					18,200.00
221-2238-422.38-22	08/11/2010			STRU.COLLAPSE/TX/AUG3-10	DS7164353 DIPAS	275965	02/2011	2,600.00

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221-2238-422.38-22	08/11/2010	STRU.COLLAPSE/TX/AUG3-10	DS7164353 FLUER	275965	02/2011	2,600.00	
221-2238-422.38-22	08/11/2010	STRU.COLLAPSE/TX/AUG3-10	DS7164353 KUHR	275965	02/2011	2,600.00	
221-2238-422.38-22	08/11/2010	STRU.COLLAPSE/TX/AUG3-10	DS7164353 MEEKR	275965	02/2011	2,600.00	
221-2238-422.38-22	08/11/2010	STRU.COLLAPSE/TX/AUG3-10	DS7164353 MOORE	275965	02/2011	2,600.00	
221-2238-422.38-22	08/11/2010	STRU.COLLAPSE TX/AUG3-10	DS7164353 STAVN	275965	02/2011	2,600.00	
221-2238-422.38-22	08/11/2010	STRU.COLLAPSE/TX/AUG3-10	DS7164353 WHITE	275965	02/2011	2,600.00	
08/20/2010	736294	TOTAL ASPHALT REPAIR INC	13249			49,185.95	
502-7400-603.24-50	08/16/2010	MISC SERVICES	3774	275780	02/2011	45,369.45	
505-7515-609.36-71	08/16/2010	MISC SERVICES	3756	277328	02/2011	450.00	
505-7515-609.36-71	08/16/2010	MISC SERVICES	3757	277328	02/2011	450.00	
502-7500-609.36-80	08/16/2010	MISC SERVICES	3759	277328	02/2011	976.50	
502-7500-609.36-80	08/16/2010	MISC SERVICES	3760	277328	02/2011	400.00	
505-7515-609.36-71	08/16/2010	MISC SERVICES	3773	277328	02/2011	1,540.00	
08/20/2010	736296	TOWN & COUNTRY SUPPLY ASSOCIAT	18295			51,719.24	
601-0000-141.71-41	08/12/2010	MP	82000		02/2011	5,312.80	
601-0000-141.00-00	08/12/2010	MP	82337		02/2011	10,625.60	
601-0000-141.00-00	08/12/2010	MP	83242		02/2011	15,864.10	
502-0000-141.00-00	08/13/2010	WATER PARTS AND SUPPLIES	88803		02/2011	356.37	
150-2231-422.23-10	08/17/2010	FIRE6:DIESEL/200 GALLONS	88825 FIRE6	276337	02/2011	449.84	
150-2226-422.23-10	08/17/2010	FIRE1:UNLEADED 300 GALLNS	88826 FIRE1	276337	02/2011	761.25	
150-2226-422.23-10	08/17/2010	FIRE1:DIESEL/350 GALLONS	88827 FIRE1	276337	02/2011	787.23	
150-2231-422.23-10	08/17/2010	FIRE5:DIESEL/200 GALLONS	88828 FIRE5	276337	02/2011	449.84	
561-7118-711.23-13	08/16/2010	INVOICE #89693	89693	F11446	02/2011	8,087.40	
601-0000-141.00-00	08/19/2010	MP	88533		02/2011	9,024.81	
08/20/2010	736306	WESTERN MUNICIPAL CONSTRUCTION	11742			435,404.72	
416-7493-603.93-40	08/18/2010	WO0913 STAPLES WATER MAIN	4	274052	02/2011	239,466.43	
513-8591-625.93-40	08/18/2010	WO1001 REPLACEMENT PROJ	3	274055	02/2011	144,073.92	
416-7493-603.93-40	06/30/2010	WO0913 STAPLES WATER MAIN	4	274052	13/2010	32,654.52	
513-8591-625.93-40	06/30/2010	WO1001 REPLACEMENT PROJ	3	274055	13/2010	19,209.85	
08/20/2010	736312	YELLOWSTONE VALLEY ELEC	4174			6,006.10	
150-2221-422.34-10	08/16/2010	FIRE7:ELEC/4303 KWH	4179013 10JUL	276368	02/2011	504.43	
607-2235-486.34-10	08/16/2010	800MHZ/LANDFILL TWR/2120	4179002 10JUL	276421	02/2011	219.54	
502-7400-603.34-10	08/16/2010	MISC SERVICES	4179006 AUG10	277275	02/2011	2,459.04	
512-8400-623.34-10	08/16/2010	MISC SERVICES	4179006 AUG10	277275	02/2011	58.92	
512-8400-623.34-10	08/16/2010	MISC SERVICES	4179008 AUG10	277275	02/2011	1,268.96	
512-8500-625.34-10	08/16/2010	MISC SERVICES	4179008 AUG10	277275	02/2011	124.43	
512-8500-625.34-10	08/16/2010	MISC SERVICES	4179010 AUG10	277275	02/2011	118.52	
512-8500-625.34-10	08/16/2010	MISC SERVICES	4179011 AUG10	277275	02/2011	19.00	
512-8500-625.34-10	08/16/2010	MISC SERVICES	4179015 AUG10	277338	02/2011	239.72	
541-3123-435.34-10	08/17/2010	ELEC AT LANDFILL	4179000	276917	02/2011	628.87	
810-3183-431.34-10	08/18/2010	SLMD VINTAGE ESTATES	4179014	277369	02/2011	364.67	

DATE RANGE TOTAL * 3,991,601.81 *

Regular City Council Meeting

Date: 09/13/2010

TITLE: Draft 2011 Unified Planning Work Program (UPWP)

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

The Planning Division is presenting the Draft 2011 Unified Planning Work Program (UPWP) for the Billings Metropolitan Planning Organization for City Council review and recommendation to the Billings Policy Coordinating Committee (PCC). The UPWP is primarily for the purpose of programming the federal dollars Billings receives from the Federal Highway Administration (FHWA) for transportation planning. These funds are passed through the Montana Department of Transportation (MDT). However, all Planning Division activities are summarized in the UPWP so that it represents a comprehensive description of the urban transportation planning program. This UPWP proposes planning activities for Federal Fiscal Year 2011, which runs from October 1, 2010, through September 30, 2011.

This UPWP corresponds directly with the Planning Division's annual work plan. The significant changes in this year's program include completing the update of the Billings Bikeway and Trail Master Plan (formerly Heritage Trail Plan), completing a Hospitality Corridor Study and Exposition Gateway Master Plan at the east end of the East Billings Urban Renewal District, and completion of a West Billings Flood Mitigation and Groundwater Recharge Study. The Transit section devoted to MET activities is Chapter II of the UPWP. The document is consistent with past programs. A copy of the UPWP is attached to this memo and a copy is on file in the City Clerk's office for public review. The PCC meeting to consider the UPWP is scheduled for September 15.

ALTERNATIVES ANALYZED

The Council may:

- Accept the plan (recommended) and instruct the City Council's PCC Designee to provide a positive recommendation to PCC; or
- Reject or revise the plan and instruct the City Council's PCC Designee to give a negative recommendation or recommendation with changes to PCC. A negative recommendation could jeopardize the allocation of Federal funds to the Planning Division for transportation planning and related programs.

FINANCIAL IMPACT

The Planning Division uses local revenues to match Federal Planning Funds to complete its work program. The following shows a breakdown of the local and Federal funds that comprise the Division's FY2010-FY2011 budget:

Estimated FY2011 Planning Division Revenues used to match Federal planning allocation:

\$99,000	Planning Dept. Fee Revenue (City of Billings)
\$42,000	Planning Dept. Fee (Yellowstone County)
\$320,000	Yellowstone County (Mill)

\$977,378 Federal Planning (PL) Allocation

\$1,438,378 Total Program (UPWP)

RECOMMENDATION

Staff recommends that the City Council approve the Draft 2011 UPWP and authorize the Council's PCC designee to take the recommendation to the Policy Coordinating Committee meeting on September 15th.

APPROVED BY CITY ADMINISTRATOR

Attachments

Draft 2011 UPWP

Billings Urban Area

Unified Planning Work Program

(UPWP)

Federal Fiscal Year

2011

DRAFT

Prepared By:

Billings/Yellowstone County Planning Department
4th Floor, Parmly Billings Library
510 North Broadway
Billings, Montana 59101

In Cooperation With:

Montana Department of Transportation
Federal Highway Administration
Federal Transit Administration

UNIFIED PLANNING WORK PROGRAM

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INTRODUCTION

The Billings Urban Area planning process is organized and conducted in a cooperative, coordinated, and comprehensive manner. The Yellowstone County Board of Planning, as the designated Metropolitan Planning Organization (MPO), is charged with the responsibility of administering the planning process. Under federal regulation, an MPO must be established for urban areas with populations greater than 50,000 in order to receive federal funds for construction projects and transportation planning. This document, the Billings Urban Area Unified Planning Work Program (UPWP), and a companion document, the Prospectus, is the foundation upon which the planning process is based.

The UPWP is developed each year, and once adopted and approved by FHWA and FTA, is in effect from October 1 to September 30. The UPWP contains a task by task discussion of projects, which are to be undertaken during the program year. It also contains appropriate funding information, staffing information, and a schedule for each project. The UPWP undergoes a comprehensive review at the local, state, and federal levels each year.

This year, Federal Fiscal Year 2011, the format for work program activities conforms to Federal Transit Administration (FTA) Circular 8100.1B, specifically Chapter IV. The Montana Department of Transportation and the Yellowstone County Board of Planning have mutually agreed upon use of this format.

The Prospectus is a detailed description of projects, which occur on a routine basis. Once adopted, the Prospectus is only amended if there is a change in the planning process. The Prospectus also contains information pertaining to the organization of the planning process, agencies involved, and agreements between agencies involved in the process.

Cost overrun guidelines have been established by the Montana Department of Transportation, and agreed to by the Yellowstone County Board of Planning. Those guidelines will determine the allowable overruns for any work program element. Overruns that surpass those outlined in the guidelines will require a UPWP amendment.

This document includes two chapters, Highway and Transit. Each chapter contains individual work elements. These work elements describe work the planning staff will undertake in the program year as well as work accomplished in the past year. Also included is a breakdown of funding sources which include, Planning (PL) funds and Local (City & County) funds which are used to match the PL funds.

DATES OF LOCAL APPROVAL

TAC -08/19/10

PLANNING BOARD -08/24/10

COUNTY COMMISSION -9/14/10

CITY COUNCIL -9/13/10

PCC -9/15/10

CHAPTER I

YELLOWSTONE COUNTY BOARD OF PLANNING

SECTION I UNIFIED PLANNING WORK PROGRAM

41.11.100 PROGRAM SUPPORT & ADMINISTRATION

100 PROGRAM ADMINISTRATION (4301)

OBJECTIVE

- To administer the area-wide planning process.
- To support the Board of Planning and other Boards, Commissions, and the City Council and County Commissioners in their decision-making activities in the planning process.
- To engage in administrative and financial actions related to identified planning activities and to prioritize those activities.
- To enhance staff skills and maintain staff exposure to the "state-of-the-art" in planning methodology and computer software.
- To maintain contact with, provide input to, and receive feedback from various local, state and federal agencies, committees and groups during the planning process.

ACCOMPLISHMENTS - FISCAL YEAR 2010

Ensured conformance with federal, state and local administrative and regulatory requirements, as well as maintenance of the planning operation.

Members of the planning staff attended various professional meetings, workshops, and conferences at which planning, transportation, transit, bicycle/pedestrian and related topics were presented and discussed.

Specifically, the City/County Planning Department (Planning Department) and members of other local, state and federal departments and agencies actively participated in a diverse set of local meetings, including the Billings Technical Advisory Committee (TAC), Policy Coordinating Committee (PCC), Billings & Yellowstone County Zoning Commissions and Boards of Adjustment, Board of Planning, City Annexation Committee, City Development Process Review Committee, Community Development Board, Traffic Control Board, Bicycle and Pedestrian Advisory Committee, Historic Preservation Board, City Energy and Conservation Commission, and others. The Planning Department phased out grant writing services through the Community Development Department and moved these responsibilities to the Alternative Modes Coordinator Contract Position. The CTEP program was administered from this work element by Planning Department staff.

Members of the planning staff received updates in computer software programs for the geographic information system and its application to mapping data layers such as streets, land use, address,

ownerships and environmental data. Staff regularly utilizes an application tracking and project management software system that integrates the existing City building permit, finance and land management software, as well as coordinated subdivision and development project reviews across City and County departments. Staff also administered updating the City Annexation Policy and Limits of Annexation Map, and assisted in updates to the City's Capital Improvement Program.

PROPOSED ACTIVITIES - FISCAL YEAR 2011

All administrative functions of the Planning Department will be performed under this work element. Program management activities will include, but not be limited to the following:

1. Correspondence
2. Public Relations
3. Employee Guidance & Supervision
4. Program Organization
5. Consultant Liaison Activities
6. Staff Meetings
7. Negotiations
8. Preparation of Contracts
9. Staff Training
10. Performance Monitoring
11. Office equipment acquisition
12. Budget Management and Administration

The planning staff will also review, update and produce numerous documents, guidelines, regulations, assist the governing bodies in researching and drafting legislation, and draft codes as well as keep abreast of federal and state requirements as they relate to the overall planning processes. Staff will update the PL & Memorandum of Agreement as necessary. Quarterly progress and expenditure reports will be prepared and transmitted to the Montana Department of Transportation (MDT) in order to maintain federal funding support. The FY 2011 UPWP will be continually appraised and monitored in terms of content and budget allocations and will be revised when deemed necessary. The Fiscal Year 2012 UPWP will be developed under this work element.

General administrative activities will include maintenance of files, library documents, daily correspondence and preparation of necessary periodic reports. Interagency committee participation is included in this work element. The Board of Planning, Board of County Commissioners and City Council will be kept informed of the activities of the staff and its progress in completing the approved UPWP.

All planning staff will participate in recognized and approved training programs in order to improve staff skills and capabilities. Planning expertise will be maintained through enrollment in appropriate planning and transportation-related courses at area colleges, workshops, seminars, webinars and conferences. Staff will adapt software programs to effectively utilize traffic data and continue computer-training programs. The use of PL funds for out-of-state travel and/or registration fees for the above or other purposes will continue to be subject to prior approval of MDT.

All staff members will continue to participate in and encourage increased cooperation between state and local agencies, departments and governing bodies. The Planning Department will serve both as a

coordinator of and a participant in meetings and on committees. Planning Department involvement will include participation with such agencies as the Housing Authority, Big Sky Economic Development Authority (BSEDA), Air Pollution Control Board, Riverstone Health (formerly the City-County Health Department), legislative study committees, and other agencies. Staff will also continue a summer intern program as interest and needs arise; oversight of these individual(s) will take place in this work element. The Community Transportation Enhancement Program (CTEP) administration will be funded through this work element. The Alternate Modes Coordinator position will continue to be funded through a consultant contract, totaling \$68,000. The contract will be funded out of several work elements (100, 200 and 300). Grant writing services have been incorporated within the Alternative Modes Coordinator Contract.

STAFFING

22.0 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

The Planning Department will be responsible for administering the area-wide planning process for the City and County.

PRODUCT

An ongoing administrative program focused primarily at effective and expeditious implementation of this UPWP.

The continual enhancement of the Planning Department staff skills and knowledge.

Maintenance of a coordinated, comprehensive, and cooperative planning process that is endorsed and supported by the local community.

FUNDING SCHEDULE - ADMINISTRATION

FUNDS PROGRAMMED - FISCAL YEAR 2010

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	\$145,200	\$118,800	\$264,000
TOTAL	\$145,200	\$118,800	\$264,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	55	45	100

FUNDS PROGRAMMED - FISCAL YEAR 2011

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	\$145,200	\$118,800	\$264,000
TOTAL	\$145,200	\$118,800	\$264,000**

*The matching ratio is Federal PL--86.58% and State match-13.42%.

**This work element will fund approximately 58% of the Alternative Modes Coordinator contract (\$39,440). A overhead projector and audio system for the Department's main conference room will be purchased through this element (\$5,000).

101 SERVICE (4302)

OBJECTIVE

- To coordinate the dissemination of information and exchange of ideas between planning agencies and the interested public, decision-makers, and other departments, agencies, and organizations.

ACCOMPLISHMENTS - FISCAL YEAR 2010

Members of the planning staff were involved in a wide range of service tasks. Planning services included presentations related to roadways and alternative transportation, responding to citizen inquiry and complaints regarding streets, subdivision layout, site distance, zoning request, conformance with the 2005 Transportation Plan and the Heritage Trail Plan, Yellowstone County and City of Billings 2008 Growth Policy, West Billings Plan, Northwest Shiloh Area Plan, and various neighborhood and community plans. Staff presented transportation planning information at all of the Neighborhood Task Forces in Billings and also provided community outreach on the East Billings Urban Renewal Master Plan at a neighborhood event. Planning staff also shared information with the community and stakeholders through management of a Federal Energy Efficiency and Conservation Block Grant program that includes funding for the Swords Park Trail Phase II and a hybrid diesel-electric bus for the Library. Staff also presented information to the public and Library Board on an ongoing Library Facility Study, including location analysis for future branch libraries based on the transportation network and service requirements.

PROPOSED ACTIVITIES - FISCAL YEAR 2011

Continue increasing community awareness of the interrelationships between land use development and transportation needs through dissemination of information and drafting of planning documents that incorporate both elements together. Staff will continue to develop and use website tools to enable citizens to access information on upcoming planning activities, board and commission meetings, and recent land use applications, as well as interact with various planning processes through email notification and online comment programs. Staff also will continue to organize a very successful series of webinars and "brown

bag lunch” seminars on a wide range of planning topics, including multi-modal transportation planning and funding, collaborative community planning techniques and planning for sustainability.

STAFFING

4.5 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

As Assigned.

PRODUCT

A responsive and flexible planning process utilizing staff capable of providing short-term findings and recommendations, as well as ongoing customer service to the public on all levels of planning projects and regulations.

FUNDING SCHEDULE - SERVICE

FUNDS PROGRAMMED - FISCAL YEAR 2010

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	\$14,000	\$14,000	\$28,000
TOTAL	\$14,000	\$14,000	\$28,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	50	50	100

FUNDS PROGRAMMED - FISCAL YEAR 2011

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	\$14,000	\$14,000	\$28,000
TOTAL	\$14,000	\$14,000	\$28,000

*The matching ratio is Federal PL--86.58% and State match-13.42%.

102 CITIZEN INVOLVEMENT (4303)

OBJECTIVE

- To solicit information concerning community values and goals and to receive community input into the development of plans.

ACCOMPLISHMENTS - FISCAL YEAR 2010

Numerous meetings with service clubs, civic groups, and professional organizations were attended by staff members to discuss all facets of local planning. The Planning Board used extensive public input to review and receive comments on a wide range of planning issues throughout the City and County. Meetings of neighborhood task force organizations and neighborhood groups were also attended as requested to answer questions and review long-range planning issues, particularly related to transportation planning and projects, as well as code enforcement complaints. Staff in coordination with a consultant developed an updated Public Outreach Plan that specifies standards to be applied to all public involvement processes in conformance with SAFETEA-LU requirements. Staff managed the update of the 2009 Billings Urban Area Transportation Plan, and supported public meetings, task force meetings, and attended other community meetings to provide information and gather input on the update process. Staff also completed a Housing Needs Assessment for the Community Development Division that is a 5-year planning document used by the City and service groups to make housing decisions. Input was collected from many groups and stakeholders for the Assessment, with some of the discussion centering on the issues of transportation between home and work and the proximity of housing to work centers. Staff also attended meetings in the East Billings Urban Renewal District and South Billings Boulevard Urban Renewal District to discuss public infrastructure projects in these districts.

PROPOSED ACTIVITIES - FISCAL YEAR 2011

Meetings with various citizen groups will be coordinated and attended for the purpose of soliciting information and ideas on a broad range of planning issues within the Billings Urban Area and throughout Yellowstone County. Projects include the Billings Bikeway and Trail Master Plan (formerly Heritage Trail Plan) completion of the library facilities and location study the staff is assisting the Library Board and staff in completing. Title VI issues and any updates to the program also will be addressed as necessary. The staff will continue to support the Bicycle/Pedestrian Advisory Committee. The Committee is responsible for forwarding recommendations to the Planning Board and governing bodies on bicycle safety, trails, bike lanes, pedestrian safety and access and other matters. The group will be involved in CTEP review, bicycle and pedestrian signing and safety projects, grant applications for non-motorized transportation projects, and community education and outreach on bicycle and pedestrian safety.

STAFFING

4.5 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning

PRODUCT

A comprehensive and coordinated solicitation and collection of public opinions in order to accurately reflect the preferences and priorities of the Billings Urban Area citizens.

FUNDING SCHEDULE - CITIZEN INVOLVEMENT

FUNDS PROGRAMMED - FISCAL YEAR 2010

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	\$19,500	\$19,500	\$39,000
TOTAL	\$19,500	\$19,500	\$39,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	50	50	100

FUNDS PROGRAMMED - FISCAL YEAR 2011

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	\$19,500	\$19,500	\$39,000
TOTAL	\$19,500	\$19,500	\$39,000**

*The matching ratio is Federal PL--86.58% and State match-13.42%.

41.12.200 GENERAL DEVELOPMENT & COMPREHENSIVE PLANNING

200 Community Planning (4304)

OBJECTIVE

- To maintain records and make projections of population and dwelling unit data, land use information, employment data, and to maintain adequate financial records, files and reports.
- To provide current, accurate information pertaining to the quantity of residential, commercial, industrial, and public land in the County.
- To summarize and analyze development trends and to provide visual information to the City Council, County Commission, Planning Board and the public during the public input process for transportation and land-use decision making.
- To recommend implementation of the goals, policies, and strategies of the adopted 2008 Yellowstone County/City of Billings Growth Policy.
- Implementation of the 2009 Billings Urban Area Master Plan.

ACCOMPLISHMENTS - FISCAL YEAR 2010

Census information updated and placed in various databases. Data gathered and updated included annual information related to population estimates for City and Counties within the State of Montana. This annual information is used throughout the city for planning purposes, American Community Survey is accessed for review and dissemination, and updated information released by the US Census Bureau in regards to commuting patterns. Other data gathered includes:

- Building Permits, Demolition Permits, Electrical Permits, Subdivision Applications, Zoning Applications, Special Reviews, Variances, temporary use permits, sign permits, zoning compliance permits and zoning clarification documents, annexation data, population trends, land use trends, school enrollment, employment data and general economic indicators.

The planning staff continued to review the 2008 American Community Survey (ACS) figures and estimates for population and demographic data. The 2008 ACS and Economic Census information was made available to various local agencies and organizations and to the general public. This data was incorporated into the 2010 City Housing Needs Assessment.

Staff also provided support to the 2010 Census in Billings and Yellowstone County. The Yellowstone County Board of Planning served as the local Complete County Committee and staff provided outreach support to community groups to bring attention to the Census before forms were distributed.

Several datasets, including the general land use map of the County were updated so as to maintain an inventory of existing conditions. This information was utilized in various planning studies and provided to other departments and the general public. Zoning data for the entire City and County zoning jurisdictions were updated and provided to neighborhood task force groups and others as requested. Numerous other special purpose maps were prepared for meeting purposes including bicycle trail maps, annexation maps, estimated development density maps and tables for the Limits of Annexation Map area,

and other project influence areas. Natural resource, Census 2000, and jurisdictional boundary information was updated or developed. Traffic count station locations were geo-positioned and linked with the City-County traffic count matrix.

Planning staff completed the update to the 2009 Billings Urban Area Transportation Plan Update through a very comprehensive and public process. Ongoing review and implementation of the West Billings Plan, Billings Heights Neighborhood Plan, Highland Neighborhood Plan, North Park Neighborhood Plan, Southside Neighborhood Plan, Lockwood Community Plan, Lockwood Transportation Plan, and other planning documents was carried out by staff and through the goals of the Growth Policy. The Blue Creek Transportation Study was completed in FY2010. A revised City Limits Annexation Map and Annexation Policy was developed, and adopted.

PROPOSED ACTIVITIES - FISCAL YEAR 2011

Continued maintenance and update of socio-economic data for both transportation and comprehensive planning activities will continue in 2011, with new Census information expected in 2011. Census data will continue to be updated, although major data updates will not be available until data from the 2010 Census becomes available. Staff also will continue to work with the Big Sky Economic Development Authority (BSEDA) to implement the Master Plan for the East Billings Urban Renewal District (EBURD) that includes detailed analysis of the transportation and land use connections in the area. Staff completed amendment to the local zoning and site development regulations in 2010 to put in place a parking overlay zone in the area of the EBURD Master Plan. In 2011, staff plans to work with the City, County, BSEDA, EBURD property owners, and others to prepare a Hospitality Corridor Study and an Exposition Gateway Master Plan. The study areas for both of these projects will include the transportation corridor from the Lockwood Interchange to the Airport Road/Main Street intersection and the land along this corridor. Staff continues to work in coordination with the Yellowstone County Disaster and Emergency Services Office and BSEDA to manage a FEMA grant for a West Billings Flood Mitigation and Groundwater Recharge Study.

Various GIS databases and layers will continue to be developed and centrally maintained, including information on neighborhoods, community assets, route planning, trail systems and transportation plans. Highly detailed aerial imagery completed in October 2009 has been added to an interactive Planning Department GIS map site that staff can use to evaluate property conditions and see before and after impacts from development projects. The GIS software will be upgraded and expanded to ensure compatibility with available datasets and utilize the existing data sets more effectively. Since the City is in the process of converting to a new electronic project tracking and management system, staff is researching the future connection between this system and GIS. The GIS will be utilized to develop a series of maps, including existing and proposed pedestrian trail routes and projects in the community, maps to complete the Hospitality Corridor Study and a Exposition Gateway Master Plan, updates to a preferred growth area map in conjunction with the City's Limits of Annexation Map, and others.

The planning staff, under the direction of the Board of Planning, will continue to work on long-range planning projects according to the priorities established by both the City of Billings and Yellowstone County. In particular, Billings Bikeway and Trail Master Plan, the Downtown Library Facilities Location Study, and the West Billings Flood Mitigation and Groundwater Recharge Study grant through FEMA will be active projects in 2011.

STAFFING

26.5 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning

PRODUCT

- Various reports, files, and projections of socio-economic data necessary for current transportation and comprehensive planning activities, as well as support of City/County economic development activities.
- An ongoing GIS database/mapping system for the City of Billings and Yellowstone County.
- Ongoing updates to the preferred growth areas mapping and analysis for the City
- Completion of the library facilities location study
- Administration of the West Billings Flood Mitigation and Groundwater Recharge Study FEMA Grant

FUNDING SCHEDULE - COMMUNITY PLANNING

FUNDS PROGRAMMED - FISCAL YEAR 2010

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	\$66,000	\$154,000	\$220,000
TOTAL	\$66,000	\$154,000	\$220,000**

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	30	70	100

FUNDS PROGRAMMED - FISCAL YEAR 2011

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	\$54,000	\$126,000	\$180,000
TOTAL	\$54,000	\$126,000	\$180,000**

*The matching ratio is Federal PL--86.58% and State match-13.42%.

** This work element will fund approximately 19% of the Alternative Modes Coordinator contract (\$12,920).

204 ZONING ADMINISTRATION (4308)

OBJECTIVE

- To oversee, interpret and enforce current City and County zoning regulations.
- To effectively administer the regulations and provide efficient service to the elected officials and the public.

ACCOMPLISHMENTS - FISCAL YEAR 2010

During the past year, all applications for zone changes, special reviews, variances, and planned developments were reviewed and processed by the planning staff. Reports and recommendations were prepared on each case to the various boards, commissions, and governing bodies. Digital photos are now incorporated into all zoning reports and Microsoft Power Point presentations are given to all board and commissions. All applications for building permits were also reviewed for compliance with City and County zoning regulations. Special zoning studies and ordinance updates were prepared as requested by the governing bodies. These included drafting of several options for regulation of medical marijuana in the City, the EBURD Parking Overlay Zone, some amendments to the construction site and storage regulations to address construction project management in commercial and residential areas, updating the clear vision requirements for intersections, alleys, and driveways, and others. Staff also began working with a county neighborhood to put in place a Special Zoning District to address commercial impacts to a residential area outside the County's main zoning jurisdictional area in the Elk River Road vicinity. A significant amount of time was also spent assisting the public with general zoning questions. The status of all active zoning applications is now posted on the City/County Planning websites.

PROPOSED ACTIVITIES - FISCAL YEAR 2011

The intent of this element is to carry out the day to day activities required to effectively administer the zoning regulations. This will include ordinance updates as required, including some remaining changes from the 2009 Legislative Session and completion of amendments to address medical marijuana. All zone change applications will be reviewed for compliance with local plans. Special review applications will be reviewed for land use compatibility, traffic, access, and overall site design. Traffic accessibility studies will be reviewed when required as part of the certain zoning applications and Development Agreements. Also, staff will work as requested with County residents to administer citizen petitioned zoning districts, including the formation of the Elk River Road Special Zoning District referenced above. Staff is preparing numerous text amendments to the zoning code that are moving through review by city and county zoning commissions and the city council and county commissioners.

STAFFING

15 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning

PRODUCT

Effective zoning regulations and administration for the City of Billings and Yellowstone County.
Effective enforcement of the zoning regulations for Yellowstone County.

FUNDING SCHEDULE - ZONING ADMINISTRATION

FUNDS PROGRAMMED - FISCAL YEAR 2010

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	\$28,000	\$112,000	\$140,000
TOTAL	\$28,000	\$112,000	\$140,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	20	80	100

FUNDS PROGRAMMED - FISCAL YEAR 2011

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	\$20,000	\$80,000	\$100,000
TOTAL	\$20,000	\$80,000	\$100,000

*The matching ratio is Federal PL--86.58% and State match-13.42%.

205 SUBDIVISION ADMINISTRATION (4309)

OBJECTIVE

- To maintain the current city and county subdivision regulations.
- To effectively administer the regulations and provide efficient service to developers, engineers and surveyors, elected officials, and the community.
- To ensure that development is occurring with minimal negative impacts to the community and that subdivisions are designed to be safe and long lasting in the community.

ACCOMPLISHMENTS - FISCAL YEAR 2010

The Board of Planning and the planning staff reviewed all preliminary major and minor plat applications. Numerous conceptual and pre-application meetings were coordinated and attended by staff. All final plats were reviewed and processed. Also, a significant amount of time was spent assisting the public with general subdivision questions. Updates to the County Subdivision Regulations in regard to road impact analysis, road improvement standards, and public and private road regulation were considered by the County Commissioners and the Planning Board. Amendments to the regulations in these areas were completed in early 2010. The changes included drafting of a County Road Brochure to hand out to property buyers and owners in the County to help explain the types of roads in the county, the maintenance options for the road types, and contact information for road-related questions. The brochure is going to be provided to real estate offices, County offices, and other agencies for distribution.

PROPOSED ACTIVITIES - FISCAL YEAR 2011

To carry out the day to day activities required to effectively administer the subdivision regulations, and to keep the regulations current. All subdivision applications will be reviewed for compliance with local and state subdivision law, for compliance with the Billings Area Transportation Plan, and for conformity with the Billings Bikeway and Trail Master Plan, Lockwood Transportation Plan in Lockwood, Blue Creek Transportation Plan in Blue Creek, and other neighborhood and community plans as applicable. Traffic accessibility studies and general circulation data will be reviewed when a subdivision application is submitted. Revisions to the City and County Subdivision Regulations will be completed as a result of legislative changes that came from the Montana Legislature in 2009 as well as potential changes from the 2011 State Legislative Session.

STAFFING

15.5 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning

PRODUCT

An effective subdivision review process with regard to local and state law, the Growth Policy, and the Billings Area Transportation Plan.

FUNDING SCHEDULE - SUBDIVISION ADMINISTRATION

FUNDS PROGRAMMED - FISCAL YEAR 2010

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	\$30,000	\$70,000	\$100,000
TOTAL	\$30,000	\$70,000	\$100,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	30	70	100

FUNDS PROGRAMMED - FISCAL YEAR 2011

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	\$27,000	\$63,000	\$90,000
TOTAL	\$27,000	\$63,000	\$90,000

*The matching ratio is Federal PL--86.58% and State match-13.42%.

41.13.300 LONG RANGE TRANSPORTATION PLANNING

300 TRANSPORTATION SYSTEM DATA (4310)

OBJECTIVE

- To develop and maintain current transportation system data files and records.
- To provide transportation planning and data information to City and County staff, elected officials, developers, engineering firms, and the general public.

ACCOMPLISHMENTS - FISCAL YEAR 2010

The traffic count program for FY 2010 was completed. Travel times/delay/speed studies were completed, calculations computed, and level-of-service values determined. Staff participated in the update of the City of Billings Capital Improvement Program (CIP). Accident information was compiled and analyzed. The staff also continued to utilize the trail scanner that was purchased and found new and better ways to both use the scanner in more trail locations in the community and display the data for various applications. A Traffic Technician position and Seasonal Traffic Intern were funded to complete these functions for the Planning Department and to share with other departments and the community.

PROPOSED ACTIVITIES - FISCAL YEAR 2011

The traffic count program for the Billings Urban Area as well as the Yellowstone County influence area will be conducted and the appropriate data recorded during FY 2011. All traffic count data will be submitted to the MDT by February 1, 2011. Accident data will be compiled and analyzed to determine high hazard locations. Staff will update, where appropriate, the City's Capital Improvement Program.. Stereo-imaging of street rights-of way will be maintained. Staff will collect and maintain bike/pedestrian information through the trail census and use of the trail-bike/pedestrian scanner. Additional integration of the new Transportation Planner position into the Department's transportation project work and familiarity with transportation planning issues will continue. This individual will be responsible for managing traffic data for studies and reference, administering the CTEP program, training for future modeling traffic conditions related to new developments and transportation system changes, and working on the Billings Bikeway and Trail Master Plan Update in 2010. The Traffic Technician position will continue to be funded through this program and located in the City Engineering Department. The Seasonal Traffic Intern position will continue to be funded through this program and located in the Planning Department under the supervision of the senior Transportation Planner.

The Alternative Modes Coordinator will be funded through this element as well as others in the UPWP. Duties will include but not limited to:

- Maintain Bike/pedestrian data bases.
- Work with staff to insure a bike/pedestrian friendly community.
- Subdivision review.
- Field inspections, handle complaints and investigate problem areas of the system.
- Grant writing.

- Presentations as needed.
- Maintain data base for easement acquisition.

STAFFING

- 10.5 Staff Months – City/County Planning
- 4.0 Staff Months – City/County Planning (Seasonal)
- 11.0 Staff Months - City Engineering (Contract Position)

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning/MDT

PRODUCT

Documentation as necessary, support of transportation grant programs, transportation system modeling, updated Traffic Count Program, and research and integration of traffic information into planning projects and development review activities.

FUNDING SCHEDULE - TRANSPORTATION SYSTEM DATA

FUNDS PROGRAMMED - FISCAL YEAR 2010

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	\$175,000	0	\$175,000
TOTAL	\$175,000	0	\$175,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	100	0	100

FUNDS PROGRAMMED - FISCAL YEAR 2011

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	\$160,000	0	\$160,000
TOTAL	\$160,000	0	\$160,000**

*The matching ratio is Federal PL--86.58% and State match-13.42%.

**This work element will fund approximately 23% of the Alternative Modes Coordinator contract (\$15,640). A Trail Scanner/Bicycle & pedestrian counter will also be purchased (\$3,000).

301 TRANSPORTATION PLAN (4311)

OBJECTIVE

- Implement the Goals and Objectives in the Billings Urban Area Transportation Plan
- Develop (where necessary) and maintain data for the urban area in order to effectively monitor and evaluate the validity of the Transportation Plan.

ACCOMPLISHMENTS - FISCAL YEAR 2010

The planning staff completed a Public Participation Plan to conform to the new federal rules and completed an update of the 2005 Transportation Plan. The update included revised cost estimates for short and long-range projects. Development projects were reviewed for compliance and implementation of the Transportation Plan as well as the Heritage Trail Plan. Staff worked with TAC and PCC to develop new projects and establish timelines for existing projects identified in the Transportation and Heritage Trail Plan. The update of the Heritage Trail Plan has begun.

PROPOSED ACTIVITIES - FISCAL YEAR 2011

Staff will complete the update of the Heritage Trail Plan now called The Billings Area Bikeway and Trail Master Plan. This project began in 2009 and will be completed in late 2010, early 2011. PL funds are budgeted to fund a consultant for the plan update.

Projects will continue to be reviewed for future implementation in the city's CIP and the MPO's TIP.

STAFFING

9.0 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning

PRODUCT

Current updated Transportation Plan and Public Participation Plan.

FUNDING SCHEDULE - TRANSPORTATION PLAN

FUNDS PROGRAMMED - FISCAL YEAR 2010

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	\$140,000	0	\$140,000
TOTAL	\$140,000	0	\$140,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	100	0	100

FUNDS PROGRAMMED - FISCAL YEAR 2011

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	\$140,000	0	\$140,000
TOTAL	\$140,000	0	\$140,000

*The matching ratio is Federal PL--86.58% and State match-13.42%.

** \$25,000 budgeted for completion of the Heritage Trail Plan Update (Consultant Contract).

302 PLANNING STUDIES (4312)

OBJECTIVE

- To update and develop site-specific plans and transportation studies where appropriate.

ACCOMPLISHMENTS - FISCAL YEAR 2010

Staff completed the Blue Creek Transportation Study in 2010. Staff also assisted the transportation consultant for the East Billings Urban Renewal District (EBURD) Master Plan to review traffic data, road functional classification, and other transportation information for the completion of the Master Plan. The EBURD Master Plan was adopted by the City and County in the fall of 2009. Staff began participating in discussions with the City, County, BSEDA, EBURD property owners, and others to formulate the process to develop a Hospitality Corridor Study and a Exposition Gateway Master Plan. The study areas for both of these projects are proposed to include the transportation corridor from the I-90 Lockwood Interchange to the Airport Road/Main Street Intersection and the land along this corridor.

PROPOSED ACTIVITIES - FISCAL YEAR 2011

The Hospitality Corridor Study and a Exposition Gateway Master Plan are two studies expected to be completed in Fiscal Year 2011 through coordination of funding from this program and other local partners. The study areas for both of these projects are proposed to include the transportation corridor from the I-90 Lockwood Interchange to the Airport Road/Main Street Intersection and the land along this corridor. These studies would be completed through a consultant contract in coordination with staff support. Another new study that may be completed in 2011 is a Highway 3/Airport Road Corridor study that would stretch from west of the Zimmerman Trail/Airport Road intersection to the Airport Road/27th Street intersection. It would address ingress and egress to Airport Road, future access options as development occurs along the roadway, future intersection improvements, storm water management along Airport Road at the top of the rimrocks and bicycle and pedestrian access and safety along the corridor. The study would be completed through a consultant contract.

STAFFING

8.5 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning

PRODUCT

Completed Urban Area wide Transportation Studies

FUNDING SCHEDULE – PLANNING STUDIES

FUNDS PROGRAMMED - FISCAL YEAR 2010

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	\$24,000	\$16,000	\$40,000
TOTAL	\$24,000	\$16,000	\$40,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	60	40	100

FUNDS PROGRAMMED - FISCAL YEAR 2011

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	\$60,000	\$40,000	\$100,000**
TOTAL	\$60,000	\$40,000	\$100,000**

*The matching ratio is Federal PL--86.58% and State match-13.42%.

**Estimates for the planning studies are \$70,000 for The Hospitality Corridor Study and Exposition Gateway Master Plan and \$30,000 of a projected \$50,000 for the Highway 3 Corridor study in FY 11. Completion of this study will conclude in FY 12.

41.15.500 TRANSPORTATION IMPROVEMENT PROGRAM

500 TRANSPORTATION IMPROVEMENT PROGRAM (4313)

OBJECTIVE

- To maintain a viable five-year program of transportation improvements for the Billings Urban Area.

ACCOMPLISHMENTS - FISCAL YEAR 2010

A Transportation Improvement Program (TIP) update was produced to reflect current project status. Determinations were prepared for conformity to the Clean Air Act. Compliance with the new requirements of the SAFETEA-LU reauthorization was completed.

PROPOSED ACTIVITIES - FISCAL YEAR 2011

The Transportation Improvement Program (TIP) will be updated as needed to reflect current project status. A certification statement will be included, as appropriate, to conform to the planning regulations. Based on the Transportation Plan, projects will be evaluated and ranked in accordance with the Priority Ranking Procedures, and in accordance with consistency/conformity procedures. Necessary data will be gathered from primary and secondary sources by the planning staff based upon the Memorandum of Understanding with the City of Billings Public Works Department, establishing areas of data responsibility. Conformity determinations will be prepared as necessary to ensure conformity with the Clean Air Act.

STAFFING

2.5 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning

PRODUCT

A current transportation improvement program which reflects conformity with SAFETEA-LU, the Clean Air Act, and local priorities.

FUNDING SCHEDULE - TRANSPORTATION IMPROVEMENT PROGRAM

FUNDS PROGRAMMED - FISCAL YEAR 2010

FUNDING SOURCE			
AGENCY	PL	LOCAL	TOTAL
MPO	\$24,000	0	\$24,000
TOTAL	\$24,000	0	\$24,000

DISBURSEMENT PERCENTAGE			
AGENCY	PL	LOCAL	TOTAL
MPO	100	0	100

FUNDS PROGRAMMED - FISCAL YEAR 2011

FUNDING SOURCE			
AGENCY	PL*	LOCAL	TOTAL
MPO	\$25,000	0	\$25,000
TOTAL	\$25,000	0	\$25,000

*The matching ratio is Federal PL--86.58% and State match-13.42%.

41.16.600 SPECIAL PROJECTS

600 ENVIRONMENTAL CONSIDERATIONS (4314)

OBJECTIVE

- Maintain current records of monitored air pollution levels and obtain other environmental data as necessary.
- Review proposed development and transportation system improvements with respect to environmental considerations.

ACCOMPLISHMENTS - FISCAL YEAR 2010

Air quality monitoring information was obtained from the County Air Pollution Control Board. Air quality mapping for the State Air Quality Bureau was revised. The Congestion Mitigation Air Quality (CMAQ) program was implemented. Staff continues to monitor carbon monoxide (CO) information in the Urbanized Area.

The Socio-Economic and Environmental (SEE) effects guidelines were used to review proposed developments and transportation system improvements.

PROPOSED ACTIVITIES - FISCAL YEAR 2011

The planning staff will continue to utilize the SEE effects guidelines to evaluate all major development proposals in terms of transportation systems. This would include the CMAQ program. Work will continue to maintain the Billings air quality designation. Staff will work with local refineries to target project eligibility under the DEQ funds spent in the community.

STAFFING

2.5 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning

PRODUCT

Current environmental data as necessary, as well as a comprehensive planning and transportation planning process which substantially addresses the socio-economic and environmental consequences associated with growth and development.

FUNDING SCHEDULE - ENVIRONMENTAL CONSIDERATIONS

FUNDS PROGRAMMED - FISCAL YEAR 2010

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	\$24,000	0	\$24,000
TOTAL	\$24,000	0	\$24,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	100	0	100

FUNDS PROGRAMMED - FISCAL YEAR 2011

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	\$24,000	0	\$24,000
TOTAL	\$24,000	0	\$24,000

*The matching ratio is Federal PL--86.58% and State match-13.42%.

41.17.700 OTHER ACTIVITIES

700 CONTINGENCY (4315)

OBJECTIVE

- To provide for the accounting of available un-programmed funds in the current UPWP.

ACCOMPLISHMENTS - FISCAL YEAR 2010

N/A

PROPOSED ACTIVITIES - FISCAL YEAR 2011

This work element will be utilized for accounting purposes only. No specific work activity will be charged to this work element.

STAFFING

N/A

FUNCTIONAL AGENCY RESPONSIBILITY

N/A

PRODUCT

N/A

FUNDING SCHEDULE - CONTINGENCY

FUNDS PROGRAMMED - FISCAL YEAR 2010

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	\$571,866	0	\$571,866
TOTAL	\$571,866	0	\$571,866

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	100	0	100

FUNDS PROGRAMMED - FISCAL YEAR 2011

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	\$288,378	0	\$288,378
TOTAL	\$288,378	0	\$288,378

*The matching ratio is Federal PL--86.58% and State match-13.42%.

SECTION II -- FUNDING

**TABLE I
FUNDING SUMMARY
FEDERAL FISCAL YEAR 2011**

WORK ELEMENT	FUNDING SOURCES FY 2011		
	PL*	LOCAL	EST. COST
100 Administration	\$145,200	\$118,800	\$264,000
101 Service	14,000	14,000	28,000
102 Citizen Involvement	19,500	19,500	39,000
200 Community Planning	54,000	126,000	180,000
204 Zoning	20,000	80,000	100,000
205 Subdivision	27,000	63,000	90,000
300 Transportation System	160,000	0	160,000
301 Transportation Plan	140,000	0	140,000
302 Planning Studies	60,000	40,000	100,000
500 T.I.P.	25,000	0	25,000
600 Environmental	24,000	0	24,000
700 Contingency	288,378	0	288,378
TOTAL	\$977,078.00	\$461,300.00	\$1,438,378.00

*The matching ratio is Federal PL--86.58% and State match-13.42%.

**TABLE II
FUNDING COMPARISONS**

WORK ELEMENT	FY 2011 ESTIMATED COST	FY 2010 ESTIMATED COST
100 Administration	\$264,000	\$264,000
101 Service	28,000	28,000
102 Citizen Involvement	39,000	39,000
200 Community Planning	180,000	220,000
204 Zoning Administration	100,000	140,000
205 Subdivision Administration	90,000	100,000
300 Transportation System Data	160,000	175,000
301 Transportation Plan	140,000	140,000
302 Planning Studies	100,000	40,000
500 T.I.P.	25,000	24,000
600 Environmental Considerations	24,000	24,000
700 Contingency	288,378	571,866
TOTAL	\$1,438,378.00	\$1,765,866.00

**TABLE III
FUNDING PERCENTAGES FEDERAL FISCAL YEAR 2011**

WORK ELEMENT	RECIPIENT	PL	LOCAL	TOTAL
100 Administration	MPO	55	45	100
101 Service	MPO	50	50	100
102 Citizen Inv.	MPO	50	50	100
200 Community Planning	MPO	30	70	100
204 Zoning Administration	MPO	20	80	100
205 Subdivision Admin.	MPO	30	70	100
300 Trans. System Data	MPO	100		100
301 Transportation Plan	MPO	100		100
302 Planning Studies	MPO	60	40	100
500 T.I.P.	MPO	100		100
600 Environmental	MPO	100		100
700 Contingency	MPO	100		100

**TABLE IV
STAFF MONTHS BY WORK ELEMENT FISCAL YEAR 2011**

WORK ELEMENT	DIRECTOR (Beaudry)	PLANNER II (Walker)	SENIOR PLANNER (Vacant)	PLANNER I (Vacant)	PLANNING MANAGER (Friday)	PLANNER II (Vacant)	PLANNER II (Mattox)	CLERK (Deines)	PLANNER II (Spalding)	PLANNER II (Vacant)	PLANNER II (Cronwell)	TOTAL M.M.
100	7	1.5	2.5	.5	5.5	1	.5	1.5	.5	.5	1	22
101	.5		1	1					.5	.5	1	4.5
102	.5		.5		.5	.5	.5	.5	1	.5		4.5
200	1.5		5	2	2	6	1	2	1	5	1	26.5
204			.5	4.5	.5	.5		.5	.5	2	6	15
205			.5	2	1	2		.5	7.5		2	15.5
300		2.5	.5		.5		5	2				10.5
301	.5	4			.5		2	2				9
302	.5	1		1	.5	1	1	1		2.5		8.5
500	.5	1					.5	.5				2.5
600		1	.5				.5	.5				2.5
TOTAL	11	11	11	11	11	11	11	11	11	11	11	121

*This table indicates approximately how many man months individual staff members work in each work element.

OTHER STAFF		
WORK ELEMENT	CITY TRAF. TECHNICIAN	SEASONAL TRAF. COUNTER
300	11	4
TOTAL	11	4

SECTION III

INDIRECT COST PLAN

INTRODUCTION

The Office of Management and Budget Circular A-87 "Cost Principles for States and Local Governments" is used as governing criteria for establishing the allowed costs.

IDENTIFICATION OF COSTS

The costs are delineated below by type:

DIRECT	INDIRECT	BENEFITS
Salaries & Wages	Maintenance	FICA
Legal Notices	Reproduction	PERS
Travel	Supplies	Workmen's Compensation
Printing	Postage	Accident Insurance
Training	Subscriptions	Health Insurance
Consultants	Telephone	Sick Leave
Equipment	Utilities	Vacation
Mileage	Rent	Holidays
Moving/Interview	Audit	Maternity
	Messenger	Military
		Life Insurance
		Dental Insurance

ALLOCATION OF COSTS

Direct costs will be charged to the work program line item to which they apply.

An indirect cost rate of **16%** of the City and County's direct salaries and wages is proposed. The **16%** rate will be applied to the direct wages and salaries of each line item within the work program to cover all indirect expenses.

Benefits will be calculated at a rate of **49%** of the City and County's direct salaries and wages charged to each line item.

FUNDING SOURCES

The degree of participation by each funding agency is based on the pro-rations which have been determined for each line item. Each agency will be billed their share of the total charges made against each line item according to the approved pro-rations.

Funding sources and amounts contained in the UPWP are as follows:

Planning Dept. Fees (City of Billings)	\$99,000
Planning Dept. Fees (Yellowstone Co.)	\$42,000
Yellowstone County (Mill)	\$320,000
PL*	\$977,378
TOTAL	\$1,438,378

*The matching ratio is Federal PL--86.58% and State match-13.42%.

SUMMARY

The indirect cost rate is a predetermined fixed rate which is not subject to adjustment. The base period used in determining the rate is the period from July 1, 2009 through June 30, 2010. The calculated rate is applicable to the grant period, which is October 1, 2010 through September 30, 2011.

LIST OF ACRONYMS

ADA	American Disability Act
CAC	Citizen Advisory Committee
CMAQ	Congestion Mitigation Air Quality
CTEP	Community Transportation Enhancement Program
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
GIS	Geographic Information System
HPMS	Highway Performance Monitoring System
ISTEA	Intermodal Surface Transportation Efficiency Act
MDT	Montana Department of Transportation
MPO	Metropolitan Planning Organization
PCC	Policy Coordinating Committee
PEP	Private Enterprise Participation
PL	Planning Funds
SAFETEA-LU	Safe, Accountable, Flexible, Efficient Transportation Equity Act for the 21 st Century
TAC	Technical Advisory Committee
TDP	Transit Development Plan
TEA-21	Transportation Equity Act for the 21 st Century
TIP	Transportation Improvement Program
UPWP	Unified Planning Work Program
VMT	Vehicle Miles Traveled
YCBP	Yellowstone County Board of Planning

CHAPTER II

CITY OF BILLINGS TRANSIT DIVISION

SECTION I UNIFIED PLANNING WORK PROGRAM

44.21.00 Program Support and Administration

44.21.01 Program Administration

OBJECTIVE

To provide program support, general administration, grant administration, and training in support of transit planning activities.

ACCOMPLISHMENTS FISCAL YEAR 2010

Conformance with federal, state, and local administrative requirements for maintenance of transit planning function, including continuing to maintain and update the Transportation Coordination Plan. Attended training opportunities & enhanced knowledge and skills. Managed FTA Section 5303 grant activities, and prepared transit aspect of UPWP. Participated in TAC and other meetings.

PROPOSED ACTIVITIES FISCAL YEAR 2011

All administrative functions necessary in support of transit planning activities will be performed. Quarterly progress and expenditure reports will be prepared and transmitted to the Montana Department of Transportation, Urban Planning Division to maintain federal funding support. Furthermore, this UPWP will be revised when deemed necessary. The FY 2011 UPWP for transit planning activities will also be developed under this line item.

Staff participates in recognized and approved training programs in order to improve skills and capabilities. Planner will assimilate documents, regulations, and codes to keep abreast of federal, state, and local requirements as they relate to the transit planning process. To maintain interaction and feedback with appropriate citizen and professional groups, staff will participate with the TAC, Coordination Plan Committee, citizen advisory boards and others as needed. Grant administrative functions will also be performed.

STAFFING

247.90 Transit Planner Staff Hours
49.58 Administrative Support Staff Hours
49.58 Transit Manager Staff Hours

347.06 Total Staff Hours

FUNCTIONAL AGENCY RESPONSIBILITY

City Transit Division

PRODUCT

An ongoing administrative program to carry out the transit planning function.

FEDERAL PROGRAM PARTICIPATION

Federal Transit Act Section 5303 Metropolitan Planning Grant

FUNDING SCHEDULE - 44.21.01

Expenditures	Local	FTA	Total
Programmed FY 10	\$4,079	\$16,317	\$20,396
Estimated FY 2011	\$4,231	\$16,922	\$21,153

44.24.00**Short Range Transportation Planning**

44.24.01

New Transportation Service Evaluation and Analysis

OBJECTIVE

To facilitate considerations of means to ensure that citizens will have acceptable public transportation alternatives in the future, including during times of constrained financial resources.

ACCOMPLISHMENTS FISCAL YEAR 2010

Updated projections of future revenues and expenses. Assisted with annual and out-year budget and financial resources analysis, including multi-year spreadsheets. Arranged for a variety of on-going data gathering and analysis efforts to monitor system, including the continued installation of GPS units on buses. Identified the operating and capital needs required to ensure reliable fleet and effective system functioning and assisted with preparation of related grant applications, grant revisions, and budget documents. Considered farebox and other revenue changes.

PROPOSED ACTIVITIES FISCAL YEAR 2011

Continuation of activities undertaken in FY 2010 including arranging and assisting with financial analysis and planning and assessing future capital and operating requirements. Consider any possibly needed service modifications, with assistance of consultant as appropriate, including means to continue addressing needs with fewer resources. Continue planning efforts regarding public and stakeholder involvement and input opportunities.

STAFFING

645.49 Transit Planner Staff Hours
129.10 Administrative Support Staff Hours
161.37 Transit Manager Staff Hours

935.96 Total Staff Hours

PRODUCT

Identification of and plans for efficient and effective transit service for the future, such as financial and capital analyses and possible system modifications.

FUNCTIONAL AGENCY RESPONSIBILITY

City Transit Division

FEDERAL PROGRAM PARTICIPATION

Federal Transit Act Section 5303 Metropolitan Planning Grant

FUNDING SCHEDULE - 44.24.01

Expenditures	Local	FTA	Total
Programmed FY 10	\$10,865	\$43,458	\$54,323
Estimated FY 2011	\$10,749	\$42,995	\$53,744

OBJECTIVE

To improve service and ridership in existing transit system.

ACCOMPLISHMENTS FISCAL YEAR 2010

Worked with operational staff in reviewing and implementing system improvements to existing routes and services and to assess system functioning. Worked with Consultant in analyzing our current routes and schedules to provide the best possible service in conjunction with current resources. Assisted in assessing upcoming operational needs. Continued to develop Marketing Enhancement Programs. Attended to regulatory documents as required for continued funding. Provided monthly ridership (including wheelchair and bike rack use) analysis, assessed ridership trends, and prepared other information on system functioning as requested. Analyzed internal administrative functioning including further implementation of computerization and/or technology improvements. Monitored GPS data and analyzed possible improvements to routes and schedules.

PROPOSED ACTIVITIES FISCAL YEAR 2011

Continuation of activities undertaken in FY 2010. Assist in identification and implementation of means to improve current service, including continuing analyzing the routes and schedules and the use of GPS data. This element may include activities such as assisting with marketing to attract "choice riders" with the promotion of the Employer/Employee Pass Program, to educate student and senior riders, and to enhance public image of existing system and services as well as analyses of internal functions and operations. Other tasks may include installing CCTV's on all buses, monitoring public reaction to modified routes, schedules and marketing efforts, and assist in assessing budgetary needs.

STAFFING

635.20 Transit Planner Staff Hours
 127.04 Administrative Support Staff Hours
127.04 Transit Manager Staff Hours

889.28 Total Staff Hours

FUNCTIONAL AGENCY RESPONSIBILITY

City Transit Division

PRODUCT

Information relating to existing service/system enhancement, such as analyses of system functions and budget alternatives.

FEDERAL PROGRAM PARTICIPATION

Federal Transit Act Section 5303 Metropolitan Planning Grant.

FUNDING SCHEDULE - 44.24.02

Expenditures	Local	FTA	Total
Programmed FY 10	\$10,163	\$40,650	\$50,813
Estimated FY 2011	\$10,072	\$40,290	\$50,362

OBJECTIVE

To maintain a viable five year program of transit improvements for the Billings Urban Area.

ACCOMPLISHMENTS FISCAL YEAR 2010

The TIP was updated to reflect current project status and include upcoming projects, information was provided to MPO to assist in community-wide Section 5310 project prioritization for inclusion in TIP. STIP process was monitored especially with regard to the discretionary grant.

PROPOSED ACTIVITIES FISCAL YEAR 2011

City Transit Division will develop information on the operating and capital projects for which MET Transit and MET Special Transit plan to pursue federal grant assistance for inclusion in the TIP to be prepared by the MPO. Monitor inclusion of TIP in STIP to ensure ability to obtain federal Sections 5307, 5309, 5316 & 5317 grant assistance.

STAFFING

76.10 Transit Planner Staff Hours
 17.22 Administrative Support Staff Hours
17.22 Transit Manager Staff Hours

120.54 Total Staff Hours

FUNCTIONAL AGENCY RESPONSIBILITY

City Transit Division will provide transit-related information to the County Planning Department for the MPO's inclusion in the TIP document.

PRODUCT

A current TIP as necessary for FTA grant approvals.

FEDERAL PROGRAM PARTICIPATION

Federal Transit Act Section 5303 Metropolitan Planning Grant.

FUNDING SCHEDULE - 44.25.01

Expenditures	Local	FTA	Total
Programmed FY 10	\$1,237	\$4,947	\$6,184
Estimated FY 2011	\$1,365	\$5,462	\$6,827

44.26.00 Implementation of Americans with Disabilities Act (ADA)

44.26.15 Implementation of Americans with Disabilities Act (ADA)

OBJECTIVE

To ensure optimal use of City of Billings funds in meeting elderly and disabled transportation needs for both specialized and fixed route transportation in accordance with Federal Americans with Disabilities Act (ADA) regulations.

ACCOMPLISHMENTS FISCAL YEAR 2010

Continued implementation of the paratransit Eligibility Certification process and familiarizing elderly and disabled citizens with use of fixed route system as appropriate. Continued monitoring of transit system's compliance with the ADA regulations and assisted with related community relations. Assessed financial functioning of paratransit service. Monitored procedures and policies involving lift-equipped fixed-route service and other accessibility features and requirements. Assisted in assessment of future vehicle needs and relevant procurement of vehicles as related to best serving elderly and disabled citizens. Assisted with continued integration of the paratransit function within the City's MET Transit System. Assisted in efforts to develop and resolve operational policy issues and to improve MET Special Transit's efficiency & cost-effectiveness, including monitoring implementation of new Paratransit Scheduling software.

PROPOSED ACTIVITIES FISCAL YEAR 2010

Continuation of activities undertaken in FY 2010. Maintain positive relationship with disabled and elderly community and continued identification of means to address transit and special transportation needs, including assisting in efforts to assess both short and long term paratransit needs of the community and organizational and fiscal means to address those needs. Work with Consultant on analyzing the paratransit system. Monitor and assess means to improve efficiency and effectiveness of paratransit service, including the implementation of a new paratransit software system. Continue to facilitate effective service provision and usage of lift-equipped fixed-route service. Participate on resource advisory group.

STAFFING

310.90 Transit Planner Staff Hours
62.18 Administrative Support Staff Hours in support of Planner
624.00 Paratransit Coordinator Staff Hours
218.47 Clerical Staff Hours in support of Paratransit Coordinator
62.18 Transit Manager Staff Hours

1,277.73 Total Staff Hours

FUNCTIONAL AGENCY RESPONSIBILITY

City Transit Division

PRODUCT

Continued community consensus on how ADA regulations related to transit is to be complied with by the City of Billings. Continued community consensus on how to address specialized and lift-equipped and other transit needs of the community's disabled citizens through City funding.

FEDERAL PROGRAM PARTICIPATION

Federal Transit Act Section 5303 Metropolitan Planning Grant.

FUNDING SCHEDULE - 44.26.15

Expenditures	Local	FTA	Total
Programmed FY 10	\$13,766	\$55,066	\$68,832
Estimated FY 2011	\$13,704	\$54,817	\$68,521

SECTION II FUNDING

**Table 4
Funding Summary and Staff Months by Element - City Transit Division
Federal Fiscal Year 2011**

Work Element	Funding Source			Disbursement Percentage		Staff Hours
	City	FTA	Total Amount	City	FTA	
44.21.01	\$4,231	\$16,922	\$21,153	20	80	347.06
44.24.01	\$10,749	\$42,995	\$53,744	20	80	935.96
44.24.02	\$10,072	\$40,290	\$50,362	20	80	889.28
44.25.01	\$1,365	\$5,462	\$6,827	20	80	120.54
44.26.15	\$13,704	\$54,817	\$68,521	20	80	1,277.73
SUB TOTAL	\$40,121	\$160,486	\$200,607	20	80	3,570.77
TOTAL	\$40,121	\$160,486	\$200,607	20	80	3,570.77

ALLOCATION OF COSTS

Expenditures identified include direct costs, benefits at the rate of 49% of direct salary or wages, and indirect costs at the rate of 16% of direct salary or wages. These rates for benefits and indirect costs were approved in a March 17, 2010 letter from the MDT Urban Planning Section.

Regular City Council Meeting

Date: 09/13/2010

TITLE: Council Contingency Donation to Trail Maintenance Plan

PRESENTED BY: Tina Volek

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

At an August 16 work session, Billings Chamber of Commerce Executive John Brewer asked the City Council to join the community in creating a Trail Maintenance Plan by contributing \$2,000 from Council Contingency to the design project. The Council contribution is hoped to be matched by donations from The Billings Gazette; Yellowstone County; the Chamber and Sanderson Stewart, which will undertake the Trail Maintenance Plan.

The work to create the plan will include coordination with stakeholder groups, research of maintenance plans in other communities, review of current maintenance activities by existing departments, development of an inventory of existing trails' needs, recommended short- and long-term maintenance activities, identification of costs, suggestions for funding strategies and development of a final trails plan.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the allocation of \$2,000 from Council Contingency by approving the attached resolution.
- Suggest another source of City funding for the project; or
- Decline to participate in the project.

FINANCIAL IMPACT

The Council Contingency Fund (Acct. No. 010-1110-411.79-70) has a \$65,000 balance that has not been used in the first two months of Fiscal Year (FY) 2011. The allocation of \$2,000 through approval of the attached resolution would leave the fund with a balance of \$63,000 for the remainder of the budget year.

RECOMMENDATION

It is recommended that the City Council approve the attached Resolution, providing \$2,000 from Council Contingency to the Trail Maintenance Plan.

APPROVED BY CITY ADMINISTRATOR

Attachments

Trail Maint. Resolution

RESOLUTION NO. 10-_____
A RESOLUTION OF THE BILLINGS, MONTANA, CITY COUNCIL,
AUTHORIZING THE USE OF UP TO \$2,000
FROM FY 2011 CITY COUNCIL CONTINGENCY FUNDS
FOR A TRAIL MAINTENANCE PLAN

WHEREAS, a group of almost 100 persons interested in improving Billings trails, including members of the City's Public Works and Parks, Recreation & Public Lands Departments, are participating in an effort organized by the Billings Area Chamber of Commerce; and

WHEREAS, the ability to maintain trails in ways that make them attractive, accessible and useful to the public are critical to the mission of improving the trails and making them an attraction in Billings; and

WHEREAS, a Trail Maintenance Plan has been proposed to inventory trails, develop trail maintenance standards, identify the ability of City of Billings and Yellowstone County to perform ongoing maintenance and develop funding and implementation strategies; and

WHEREAS, several private companies and public organizations have agreed to contribute to the cost of the study; and

WHEREAS, the City Council has been asked by the trails group to consider donating \$2,000 to the cost of the study.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, DOES HEREBY RESOLVE, to authorize the expenditure of \$2,000 from the Council Contingency Fund (Account 010-1110-411.79-70) for the completion of a Trail Maintenance Plan.

APPROVED THIS 13TH DAY OF SEPTEMBER, 2010, BY THE BILLINGS, MONTANA, CITY COUNCIL.

Thomas W. Hanel, Mayor

ATTEST:

Cari Martin, City Clerk

Regular City Council Meeting

Date: 09/13/2010

TITLE: Public Hearing for the Sale or Donation of 6.775 Acres of Parkland at Sahara Park to the Better Billings Foundation to Construct and Operate a Pool

PRESENTED BY: Mike Whitaker

Department: Parks/Rec/Public Lands

Information

PROBLEM/ISSUE STATEMENT

The City of Billings entered into a funding and development agreement (see attachment) on December 14, 2009 with the Better Billings Foundation to construct and operate a family aquatic center on a site (see attachment) presently owned by the City known and named as Sahara Park.

Pursuant to the agreement, the City would consider the sale or donation of the Aquatic Project Land (6.775 acres) to the Foundation and if such sale or donation is approved by City Council, the City would transfer the Aquatic Project Land in fee simple by warranty deed to the Foundation. The terms of such sale or donation would also include a (a) condition subsequent in any sale agreement and deed that the Aquatic Project Land would only be used for the construction and operation of a family aquatic center, and (b) reversion of the land and all improvements in fee simple to the City if the Aquatic Project Land is not continuously used in satisfaction of such condition subsequent.

The City is presently responsible for all maintenance and control of the property including access by the public consistent with other City parkland. If the sale or donation to the Foundation is approved and the land is transferred, the Foundation would be solely responsible for all control, maintenance and liability for the Aquatic Project Land.

If the City council does not approve the sale or donation of the Aquatic Project Land, the funding and development agreement with the Foundation will become null and void.

ALTERNATIVES ANALYZED

- Sell or donate the Aquatic Project Land to the Foundation
- Decline the Foundation's request

FINANCIAL IMPACT

There is no immediate financial impact to the City.

RECOMMENDATION

There has been a long standing need for an aquatic facility in the Heights. It would significantly add to the general quality of life in Billings. The Better Billings Foundation is willing to raise the funds (\$4 million), construct and operate an aquatic facility that will be accessible to all residents in Billings. Since this facility will benefit all residents of Billings and be in the best interest of the city to assist in moving forward this worthy project, staff recommends that Council approve this unique request and donate the Aquatic Project land to the Better Billings Foundation as outlined in the attached funding and development agreement.

APPROVED BY CITY ADMINISTRATOR

Attachments

Funding and Development Agreement

Aquatic Project Land

Resolution

FUNDING AND DEVELOPMENT AGREEMENT

This Funding and Development Agreement (the "Agreement") is made and entered into this 14th day of December 2010, by and between the City of Billings, a Montana municipal corporation (the "City") and the Better Billings Foundation, a Montana nonprofit corporation (the "Foundation").

Recitals

A. The Foundation proposes to design a family aquatic center (the "Aquatic Project") and provide for the funding (by donation and/or borrowed funds) of the same on a site presently owned by the City known and named as Sahara Park.

B. On March 24, 2009, the City Council adopted two alternative Sahara Park Master Plans: Master Plan A and Master Plan B. Master Plan A approves the Aquatic Project Land (described below) as a site for the project and is subject to the contingencies that the Foundation (a) complete this Agreement by September 24, 2009 or after such extension as allowed by the City Council, and (b) demonstrate that it can fund the Aquatic Project (the "Funding Contingency").

C. The Foundation has obtained that certain Feasibility Study of Ballard*King and Associates (the "Study") and presented the same to the City Council. Following significant input from the Parks, Recreation and Public Lands staff, the Foundation has obtained that certain Aquatic Site Plan prepared by Aquatic Excellence (the "Design") and presented the same to the City Council. The Study and the Design are attached as Exhibit A.

D. The City has required that the adjacent Park Land (described below) be reserved for use as a neighborhood park rather than for use in the Aquatic Project.

E. If this Agreement is entered into on or before November 29, 2009 or after such extension as allowed by the City Council and the Funding Contingency is satisfied, the Foundation will construct the Aquatic Project using the Master Plan A design and will operate, manage and maintain the Aquatic Project in a manner similar to other aquatic centers and City parks operated, managed and maintained by the City.

F. The City and the Foundation desire to set forth their respective obligations in connection with the Aquatic Project pursuant to the terms and conditions of this Agreement.

Agreement

In consideration of the foregoing, and in consideration of the mutual promises hereinafter set forth, the parties mutually agree as follows:

1. Site. The City has adopted a Sahara Park Master Plan for the land described on the attached Exhibit B. The portion of such land to be used for the Aquatic Project is highlighted

and described more particularly on the attached Exhibit B containing approximately 6.7 acres. (the "Aquatic Project Land"). The portion of such land to be used for a neighborhood park is also highlighted and described more particularly on the attached Exhibit B (the "Park Land").

2. Subdivision Plat and Review. The Foundation shall, at its sole expense, complete, as required a subdivision plat. The subdivision plat shall create two lots and describe the Aquatic Project Land as one lot and the Park Land as one lot in a manner consistent with Section 1 and Exhibit B of this Agreement. The subdivision shall follow the state and local subdivision regulations in effect at the time the subdivision application process is started. The City, as owner and subdivider, or the Foundation, as subdivider, at the election of the City, shall complete the subdivision. Whether the City or the Foundation completes the subdivision, the Foundation shall reimburse the City for any expenses incurred by the City with respect to the completion of such subdivision. Expenses may include, but are not limited to, application and processing fees charged by the City, engineering expenses, and surveying expenses. If the Foundation acts as subdivider, the City shall complete all necessary consents, as owner, and take all other necessary actions to assist the Foundation in completing the subdivision described in this Section.

3. Transfer of Property. Pursuant to City Code Section 22-902, the City shall consider the sale or donation of the Aquatic Project Land to the Foundation and if such sale or donation is approved by the City Council, the City shall transfer the Aquatic project land in fee simple by warranty deed to the Foundation and retain the Park Land. The notice required by City Code Section 22-902(2) shall describe the proposed use as a family aquatic facility consistent with the Master Plan adopted by the City Council in Resolution No. 09-18799. The terms of such sale or donation shall also include a (a) condition subsequent in any sale agreement and deed that the Aquatic Project Land shall only be used for the construction and operation of a family aquatic center, and (b) reversion of the land and all improvements in fee simple to the City if the Aquatic Project Land is not continuously used in satisfaction of such condition subsequent.

If the City council approves a sale or donation of the Aquatic Project Land, until such time as ownership of the property is transferred by warranty deed, the City shall be responsible for all maintenance and control of the property including access by the public consistent with other City park land. When transfer of ownership to the Foundation is accomplished, the Foundation shall be solely responsible for all control, maintenance, and liability for the Aquatic Project Land.

If the City Council does not approve the sale or donation of the Aquatic Project Land, this Agreement is null and void. However, nothing prevents the parties from entering into a subsequent lease Agreement concerning this Aquatic Project Land.

4. Design and Specification. The Foundation agrees to contract with licensed design professionals necessary for the preparation of design and specifications for the Aquatic Project. The Foundation shall continuously consult with Park, Recreation and Public Lands staff and the final design, which shall be substantially similar to the Design, shall be reviewed by the City's Parks, Recreation and Cemetery Board and the Foundation shall consider any recommendations made by the City's Parks, Recreation and Cemetery Board. The Aquatic Project currently proposed to be constructed in phases described as Phase One and Phase two. This Agreement

describes and covers only Phase One. Should this Agreement be executed by the City and the Foundation, Phase Two is planned by the Foundation to include a teaching/exercise pool, climbing wall, expanded deck space and landscaping.

5. Aquatic Project Cost. The Foundation agrees to pay all costs incurred in connection with the design and construction of the Aquatic Project.

6. Satisfaction of Funding Contingency. Within three (3) years from the date of this Agreement, the Foundation shall satisfy the Funding Contingency for Phase One. The Funding Contingency for Phase One shall be deemed satisfied upon the Foundation providing written documentation to the City that it has sufficient cash (by donation and/or loan) and in-kind donations equal to the cost of the Aquatic Project which has been established by the Foundation as Four Million Dollars (\$4,000,000.00). Within ninety (90) days following satisfaction of the Funding Contingency, the Foundation shall begin of the construction of the Aquatic Project Phase One as a private owner. If the Funding Contingency is not satisfied, this Agreement shall terminate and become null and void.

7. Construction. The Foundation shall proceed as owner of the Aquatic Project and enter into contracts with licensed professionals, contractors and material providers as may be required for the construction of the Aquatic Project to Completion (as defined in Section 8 of this Agreement). Prior to the commencement of construction and unless waived in writing by the City, the Foundation shall obtain a payment and performance bond equal to the cost of the Aquatic Project. Such bonds shall name the City as the insured.

8. Final Completion. The Aquatic Project shall be complete upon the issuance of a certificate of occupancy (the "Completion"). The Completion shall occur within one (1) year from commencement of construction, unless extended by a writing subscribed to by both parties.

9. Operation, Management and Maintenance. The Foundation, or a single-member limited liability company owned solely by the Foundation, shall operate, manage and maintain the Aquatic Project in a manner similar to other aquatic centers and City parks operated, managed and maintained by the City, including, but not limited to, parking areas, sidewalks, fencing and storm water detention. The Aquatic Facility shall be open to the public for a minimum of ten (10) weeks each season. Operation, management and maintenance shall be conducted at the sole expense of the Foundation and the Foundation shall retain all proceeds from the operation of the Aquatic Project for use in furtherance of its tax-exempt purposes. The Foundation shall be responsible for payment of water and all other utilities serving the Aquatic facility. The Foundation shall have no responsibility to maintain the adjacent Park Land owned by the City. To secure ongoing performance of its obligations under this Agreement, prior to the start of construction, the Foundation shall establish and maintain one or more of the following at its option:

- A) An annually renewed Irrevocable Standby Letter of Credit in the amount of One Hundred Thousand Dollars (\$100,000.00) in the form as provided in the attached Exhibit C. In the event that all improvements (including buildings and accessory structures) and the Aquatic Project Land revert to the City pursuant to Section 4

of this Agreement, an applicable sale agreement, deed or otherwise, the City shall in its sole and singular discretion be entitled and authorized to execute upon and present for payment this Irrevocable Standby letter of Credit up to and including the full amount in order to make repairs or other expenditures to the Aquatic Project. The necessity to execute upon this security shall be determined in the sole discretion of the City.

- B) Within five (5) years of the last signature date in this Agreement, an interest bearing escrow account in the amount of One Hundred Thousand Dollars (\$100,000.00) created by an escrow agreement. The terms of such escrow agreement shall allow the city to immediately access this money through a written demand to the Foundation without further action nor through litigation should a default in performance under this Agreement occur by the Foundation. The escrow agreement shall be reviewed and approved by the City Administrator or designee to insure the terms reflect immediate access.
- C) An annually renewed surety bond or similar performance bond instrument in the amount of One Hundred Thousand Dollars (\$100,000.00)

The necessity to execute upon any or all of these alternative performance security instruments shall be determined in the sole discretion of the City. The Foundation shall not object to, obstruct, impair, impede, prevent or institute any legal proceeding challenging the execution upon or payment of funds provided in the attached Irrevocable Standby Letter of Credit, or an escrow account and/or the surety performance bond.

10. No Joint Entity. This Agreement does not create a partnership, joint venture, joint enterprise, or other joint entity between the City and the Foundation.

11. Mediation and Arbitration. Prior to commencing any litigation concerning this Agreement the parties shall use their respective best efforts to resolve any controversy or claim arising out of or relating to this Agreement or breach thereof by non-binding mediation.

12. Compliance with Laws and Regulations. The Foundation agrees that it will comply with all local, state and federal laws and regulations applicable to the planning, contracting, construction, operation and maintenance and use of all government grants and donated funds concerning the Aquatic Project including but not limited to building codes and prevailing wage laws, if applicable, and will indemnify and defend and hold harmless the City from any failure to do so as provided in the indemnification in Section 13 of this Agreement.

13. Indemnification and Insurance. The Foundation shall indemnify, defend and hold harmless the City from and against any and all claims, liabilities, judgments, damages, lawsuits of any type, costs and expenses, including reasonable attorneys' fees, incurred by the City arising from the negligent or intentional acts or omissions of the Foundation while performing its obligations under this Agreement.

The City shall indemnify, defend and hold harmless the Foundation from and against any and all claims, liabilities, judgments, damages, lawsuits of any type, costs and expenses including reasonable attorneys' fees incurred by the Foundation arising from the negligent or intentional acts or omissions of the City while performing its obligations under this Agreement.

14. Choice of law and Jurisdiction. Any civil action arising from this Agreement shall be brought in the District court of the Thirteenth Judicial District of the State of Montana, Billings, Yellowstone County, Montana. The laws of the State of Montana shall govern the rights and obligations of the parties.

15. Duration, Default, Termination and Nonwaiver. This Agreement shall be automatically renewed each year on the original City Council approval dater of December 14, 2009, unless either party gives ninety (90) days written notice that it desires to amend the Agreement. If the parties cannot agree on any amendments, this original Agreement shall remain in effect.


This Agreement shall be reviewed by the parties' representatives every ten (10) years on or near the anniversary date of December 14 for the purpose of determining if the Agreement should be amended to reflect current circumstances concerning the operation and maintenance of the Aquatic Facility.

If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may terminate this Agreement and be released from all obligations of the default is not cured within thirty (30) days after written notice is provided to the defaulting party. The notice shall specify the items to be cured. The non-defaulting party may bring suit for damages, specific performance or any other remedy provided by law. These remedies are cumulative and not exclusive and use of one does not preclude use of the others.

16. Amendment. This Agreement may be amended only in writing subscribed by both parties.

17. Notices and Demands. Any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered only if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

as to the City:

City of Billings, Montana
Attn: Mike Whitaker, Director of Parks, Recreation
& Cemetery Board ~~PUBLIC LANDS~~ 
390 North 23rd Street
Billings, MT 59101

as to the Foundation:

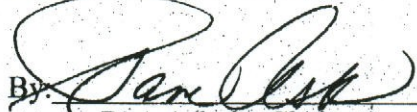
Better Billings Foundation
Attn: Chuck Barthuly
PO Box 50489
Billings, MT 59105

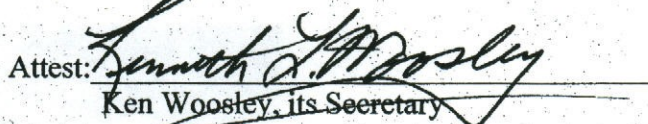
or at such other address with respect to any party as that party may, from time to time, designate in writing.

18. Entire Agreement. This Agreement contains all terms, conditions and agreements agreed upon by the parties to this Agreement relating to the subject of this Agreement and supersedes all prior agreements, negotiations, understandings or communications, whether written or oral.

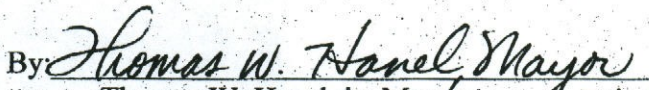
In testimony whereof, the parties have hereunto set their hands the date and year first above written.

Better Billings Foundation

By: 
Pam Ask, its Chairperson

Attest: 
Ken Woosley, its Secretary

City of Billings

By: 
Thomas W. Hanel, its Mayor 3/1/2010

RESOLUTION NO. 10-

A RESOLUTION PURSUANT TO BILLINGS, MONTANA CITY CODE, ARTICLE 22-900; SALE, DISPOSAL, OR LEASE OF CITY PROPERTY, DESCRIBING THE PROPERTY TO BE DISPOSED OF, DECLARING THE INTENT OF THE CITY TO DISPOSE OF THE PROPERTY AND AUTHORIZING CITY OFFICIALS TO PROCEED.

WHEREAS, pursuant to a December 14, 2009, Funding and Development Agreement between the City of Billings and the Better Billings Foundation (BBF), the City desires to dispose of property it owns located within the boundaries of Sahara Park and described as: Amended Plat of Tract 1 of the Amended Plat of Sahara Park, Sahara Sands Subdivision, 2nd Filing, and of Sahara Park, Sahara Sands Subdivision, First Filing, located in the NE ¼ of Section 28, T.1N., R.26 E., P.M.M., City of Billings, Yellowstone County, Montana.

WHEREAS, the notice required by Section 22-902 of the Billings Montana City Code has been duly published and mailed; and

WHEREAS, the public hearing required by Section 22-902 of the Billings Montana City Code was duly held on the 13th day of September 2010; and

WHEREAS the City Council has determined that the disposal and transfer of the property with conditions through deed restrictions is appropriate;

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

1. That the City staff is authorized to proceed with disposal and transfer by warranty deed of the property described as Amended Plat of Tract 1 of the Amended Plat of Sahara Park, Sahara Sands Subdivision, 2nd Filing, and of Sahara Park, Sahara Sands Subdivision, First Filing, located in the NE ¼ of Section 28, T.1N., R.26 E., P.M.M., City of Billings, Yellowstone County, Montana, under the requirements of Section 22-902 of the Billings Montana City Code;

2. That specific deed restrictions and conditions as referenced in Section Three, page Two of the Development Agreement of December 14, 2009, between the City and the BBF shall be included in any deed conveying the property to BBF and such restrictions and conditions shall be substantially similar to the following:

- a) The property conveyed herein to BBF shall be used solely and exclusively for the construction and continuous, annual operation of a family aquatic facility;

- b) Fee Simple ownership of the property shall automatically revert back to the City of Billings if the BBF fails to satisfy the Funding Contingency described in Section 6, Page Three, of the December 14, 2009, Funding and Development Agreement between the City and BBF;
- c) Fee Simple ownership shall automatically revert back to the City if the BBF fails to use the property for the construction and continuous, annual operation of an family aquatic facility once the Funding Contingency within the Development Agreement has been satisfied.

APPROVED AND PASSED by the City Council of the City of Billings this 13th day of September 2010.

THE CITY OF BILLINGS:

By: _____
Tom Hanel, Mayor

ATTEST:

BY: _____
Cari Martin, City Clerk

Regular City Council Meeting

Date: 09/13/2010

TITLE: Public Hearing Respread SID 1372

PRESENTED BY: Patrick M. Weber, Financial Services Manager

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The assessment for SID 1372 (Summerhill) has been completed by the Finance Division and is ready to spread on the tax rolls. SID 1372 was originally spread based on bond cost and is now being re-spread based on construction cost. This project is for sanitary sewer, water mains, curb, gutter, and street improvements.

ALTERNATIVES ANALYZED

The Council must hold a public hearing and then may:

- Approve the resolution; or
- Not approve the resolution, the tax payers will not be assessed, and the General Fund will be responsible for paying for the improvements.

FINANCIAL IMPACT

The costs associated with SID 1372 are assessed per lot. The net effective interest rate is 5.28%. Under the State statute 7-12-4189, the City is required to add ½ of 1% for a total rate of 5.78%. The ½ of 1% will be used as additional security on bond issues, as stated in the final bond resolution. Interest earnings and prior collections are subtracted from the final construction cost and spread to the appropriate properties. Any remaining fund balances are used to call bonds.

RECOMMENDATION

Staff recommends that a public hearing be held and Council passes the proposed resolution on September 13, 2010.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution Respread 1372

RESOLUTION 10 _____

A RESOLUTION RELEVYING AND REASSESSING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 1372, IN THE CITY OF BILLINGS, MONTANA.

WHEREAS, the City created a special improvement district or project known as 1372 and;

WHEREAS, it is necessary to relevy and reassess a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project. The original assessment was calculated on the bond sale cost. After construction was completed, the City adjusted the assessment by using the project cost; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

1: RELEVY AND REASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 1372 of the City of Billings, Montana, there is hereby relevied and reassessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with interest. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax Code /Owner Name /Legal Description	Assessment Amount	Interest Rate	Years Assessed
A23154 MASBRUCH, DENNIS R SUMMERHILL SUBD	\$24,214.64	5.780	14
		113, S28, T01 N, R26 E, BL	
A23156 EMCO ENTERPRISES SUMMERHILL SUBD	\$24,214.64	5.780	14
		113, S28, T01 N, R26 E, BL	
A23157 MASBRUCH, DENNIS R SUMMERHILL SUBD	\$24,214.64	5.780	14
		113, S28, T01 N, R26 E, BL	

A23158 MASBRUCH, DENNIS R SUMMERHILL SUBD	\$24,214.64	5.780	14	113, S28, T01 N, R26 E, BL
A23159 MASBRUCH, DENNIS R SUMMERHILL SUBD	\$24,214.64	5.780	14	113, S28, T01 N, R26 E, BL
A23201 DANIELS, RALPH & VICKY SUMMERHILL SUBD	\$24,214.64	5.780	14	113, S28, T01 N, R26 E, BL
A23202 DANIELS, RALPH & VICKY SUMMERHILL SUBD	\$24,214.64	5.780	14	113, S28, T01 N, R26 E, BL
A23213 CHEN, YENN-KUNN OLIVER & SHEW-FANG SUMMERHILL SUBD	\$24,214.64	5.780	14	113, S28, T01 N, R26 E, BL
A23214 CHEN, YENN KUNN OLIVER & SHEW FANG SUMMERHILL SUBD	\$24,214.64	5.780	14	113, S28, T01 N, R26 E, BL
A23215 LEENKNECHT, TONY SUMMERHILL SUBD	\$24,214.64	5.780	14	113, S28, T01 N, R26 E, BL

2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

3: NOTICE AND HEARING. On Monday, September 13, 2010 at 6:30 p.m., or as soon thereafter as the matter was considered on the agenda of the City Council at a regular meeting held in the Council Chambers of the Police Facility, 220 N. 27th St., Billings, Montana, the City Council held a public hearing to hear comments and/or objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice with at least six (6) days separating each publication in a newspaper of general paid circulation with a periodicals mailing permit. The final publication was made at least 10 days prior to the public hearing per MCA 7-12-4177.

SECTION 4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED this 13th day of September, 2010.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

BY: _____
Cari Martin, City Clerk

Regular City Council Meeting

Date: 09/13/2010

TITLE: Public Hearing Respread SID 1379

PRESENTED BY: Patrick M. Weber, Financial Services Manager

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The assessment for SID 1379 (King Ave West) has been completed by the Finance Division and is ready to spread on the tax rolls. SID 1379 was originally spread based on bond cost and is now being re-spread based on construction cost. This project is for street and utility improvements along King Ave. West.

ALTERNATIVES ANALYZED

The Council must hold a public hearing and then may:

- Approve the resolution; or
- Not approve the resolution, the tax payers will not be assessed, and the General Fund will be responsible for paying for the improvements.

FINANCIAL IMPACT

The costs associated with SID 1379 are assessed per lot. The net effective interest rate is 5.10%. Under the State statute 7-12-4189, the City is required to add ½ of 1% for a total rate of 5.60%. The ½ of 1% will be used as additional security on bond issues, as stated in the final bond resolution. Interest earnings and prior collections are subtracted from the final construction cost and spread to the appropriate properties. Any remaining fund balances are used to call bonds.

RECOMMENDATION

Staff recommends that a public hearing be held and Council passes the proposed resolution on September 13, 2010.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution Respread 1379

RESOLUTION 10 _____

A RESOLUTION RELEVYING AND REASSESSING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 1379, IN THE CITY OF BILLINGS, MONTANA.

WHEREAS, the City created a special improvement district or project known as 1379 and;

WHEREAS, it is necessary to relevy and reassess a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project. The original assessment was calculated on the bond sale cost. After construction was completed, the City adjusted the assessment by using the project cost; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

1: RELEVY AND REASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 1379 of the City of Billings, Montana, there is hereby relevied and reassessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with interest. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax Code /Owner Name /Legal Description	Assessment Amount	Interest Rate	Years Assessed
A24452B MACDONALD, GREGORY C GOLDEN MEADOWS SUBD 3RD FILING, S14, T01 S, R25 E, BLOCK 001, Lot 004, LT 4	\$129,469.08	5.600	13
A29258 KONS SOOPER INC OLYMPIC PARK SUBD	\$10,386.61	5.600	13
		812, S11, T01 S, R25 E, BL	
A29259 KONS SOOPER INC OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 020, Lot 1B2, LT 1B-2 AMND BLK	\$10,610.85	5.600	13

A29260	\$17,822.46	5.600	13
KONS SOOPER INC OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 020, Lot 1B3, LT 1B-3 AMND BLK			
C03637A	\$5,081.19	5.600	13
FIRST NATIONAL PROPERTIES LLC STUDER ACREAGE TRACTS SUB, S13, T01 S, R25 E, Lot 1C1, 1479 TR:1C-1 C/S 147			
C03639	\$14,590.21	5.600	13
ONSTAD, MARVIN T TRUSTEE (ETAL) STUDER ACREAGE TRACTS SUB, S13, T01 S, R25 E, Lot 002, LT 2 STUDER ACREAGE			
C07975	\$4,244.26	5.600	13
LUND, RONALD M LAMPMAN SUBD, S12, T01 S, R25 E, BLOCK 17A, Lot 01A, LT 1A BLK 17A AMND LAM			
C07975A	\$1,992.25	5.600	13
LUND, RONALD M LAMPMAN SUBD, S12, T01 S, R25 E, BLOCK 17A, Lot 01B, L:1B B:17A LAMPMAN SUB			
C07979	\$3,192.37	5.600	13
DAJ ENTERPRISES, LLC LT 2 BLK 17A AMND LAMPMAN SUBD AMND BLK 17 LOTS 5-8 (OLD CODE C-7978 THRU,C			

2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

3: NOTICE AND HEARING. On Monday, September 13, 2010 at 6:30 p.m., or as soon thereafter as the matter was considered on the agenda of the City Council at a regular meeting held in the Council Chambers of the Police Facility, 220 N. 27th St., Billings, Montana, the City Council held a public hearing to hear comments and/or objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice with at least six (6) days separating each publication in a newspaper of general paid circulation with a periodicals mailing permit. The final publication was made at least 10 days prior to the public hearing per MCA 7-12-4177.

SECTION 4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED this 13th day of September, 2010.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

BY: _____
Cari Martin, City Clerk

Regular City Council Meeting

Date: 09/13/2010

TITLE: Public Hearing Respread SID 1385

PRESENTED BY: Patrick M. Weber, Financial Services Manager

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The respread of assessments for SID 1385 (Miller Crossing) has been completed by the Finance Division and is ready to spread on the tax rolls. This project is for street improvements along King Ave East. The property owners subdivided property after the initial assessment spread, so the respread is necessary in order to assess all present properties in the subdivision.

ALTERNATIVES ANALYZED

The Council must hold a public hearing and then may:

- Approve the resolution; or
- Not approve the resolution, the tax payers will not be assessed, and the General Fund will be responsible for paying for the improvements.

FINANCIAL IMPACT

The costs associated with SID 1385 are assessed per lot. The net effective interest rate is 7.974%. Under the State statute 7-12-4189, the City is required to add ½ of 1% for a total rate of 8.474%. The ½ of 1% will be used as additional security on bond issues, as stated in the final bond resolution. Interest earnings and prior collections are subtracted from the final construction cost and spread to the appropriate properties. Any remaining fund balances are used to call bonds.

RECOMMENDATION

Staff recommends that a public hearing be held and Council passes the proposed resolution on September 13, 2010.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution SID 1385

Attachment A

RESOLUTION 10 _____

A RESOLUTION LEVYING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 1385, IN THE CITY OF BILLINGS, MONTANA.

WHEREAS, the City created a special improvement district or project known as 1385 and;

WHEREAS, it is necessary to levy a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

SECTION 1: LEVY AND ASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 1385 of the City of Billings, Montana, there is hereby levied and assessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with interest. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax Code /Owner Name /Legal Description	Assessment Amount	Interest Rate	Years Assessed
A30783 CABELA'S WHOLESALE, INC MILLER CROSSING SUBD	\$1,170,088.00	8.474	18
		412, S16, T01 S, R26 E, BL	
A34215 SOUTH BILLINGS CENTER LLC MILLER CROSSING SUB 2ND FIL (09),	\$176,880.00	8.474	18
		S16, T1S, R26E, BLOCK 1, Lot 1	
A34216 SAM'S REAL ESTATE BUSINESS TRUST MILLER CROSSING SUBD	\$1,901,728.00	8.474	18
		412, S16, T01 S, R26 E, BL	
A34234 SOUTH BILLINGS CENTER LLC MILLER CROSSING SUB 2ND FIL (09),	\$200,464.00	8.474	18
		BLOCK 1, Lot 2, (OLD #A34215)	

A34235	\$191,352.00	8.474	18
SOUTH BILLINGS CENTER LLC			
MILLER CROSSING SUB 2ND FIL (09), S16, T01 S, R26 E, BLOCK 1, Lot 3A, LT 3A			
A34236	\$123,280.00	8.474	18
SOUTH BILLINGS CENTER LLC			
MILLER CROSSING SUB 2ND FIL (09), S16, T01 S, R26 E, BLOCK 1, Lot 4A, LT 4A			
A34237	\$99,160.00	8.474	18
SOUTH BILLINGS CENTER LLC			
MILLER CROSSING SUB 2ND FIL (09), S16, T01 S, R26 E, BLOCK 1, Lot 5A, LT 5A			
A34238	\$287,832.00	8.474	18
SOUTH BILLINGS CENTER LLC			
MILLER CROSSING SUB 2ND FIL (09), S16, T01 S, R26 E, BLOCK 1, Lot 6A, LT 6A			
A34239	\$287,296.00	8.474	18
SOUTH BILLINGS CENTER LLC			
MILLER CROSSING SUB 2ND FIL (09), S16, T01 S, R26 E, BLOCK 1, Lot 7A, LT 7A			
A34240	\$185,456.00	8.474	18
SOUTH BILLINGS CENTER LLC			
MILLER CROSSING SUB 2ND FIL (09), S16, T01 S, R26 E, BLOCK 1, Lot 8A, LT 8A			
A34241	\$274,432.00	8.474	18
SOUTH BILLINGS CENTER LLC			
MILLER CROSSING SUB 2ND FIL (09), S16, T01 S, R26 E, BLOCK 1, Lot 9A, LT9A			
A34242	\$462,032.00	8.474	18
SOUTH BILLINGS CENTER LLC			
MILLER CROSSING SUB 2ND FIL (09), S16, T01 s, R26 e, BLOCK 1, Lot 10A, LT 1			

SECTION 2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

SECTION 3: NOTICE AND HEARING. On Monday, September 13, 2010 at 6:30 p.m., or as soon thereafter as the matter was considered on the agenda of the City Council at a regular meeting held in the Council Chambers of the Police Facility, 220 N. 27th St., Billings, Montana, the City Council held a public hearing to hear comments and/or objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice with at least six (6) days separating each publication in a newspaper of general paid circulation with a periodicals mailing permit. The final publication was made at least 10 days prior to the public hearing per MCA 7-12-4177.

SECTION 4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED this 13th day of September, 2010.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

BY: _____
Cari Martin, City Clerk

Regular City Council Meeting

Date: 09/13/2010

TITLE: Public Hearing Respread SID 1386

PRESENTED BY: Patrick M. Weber, Financial Services Manager

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The assessment for SID 1386 (East & West MacDonald) has been completed by the Finance Division and is ready to spread on the tax rolls. SID 1386 was originally spread based on estimated or bond cost and is now being re-spread based on the completed construction cost. This project is for street and storm improvements along East & West MacDonald.

ALTERNATIVES ANALYZED

The Council must hold a public hearing and then may:

- Approve the resolution; or
- Not approve the resolution, the tax payers will not be assessed, and the General Fund will be responsible for paying for the improvements.

FINANCIAL IMPACT

The costs associated with SID 1386 are assessed per lot. The net effective interest rate is 5.28%. Under the State statute 7-12-4189, the City is required to add ½ of 1% for a total rate of 5.78%. The ½ of 1% will be used as additional security on bond issues, as stated in the final bond resolution. Interest earnings and prior collections are subtracted from the final construction cost and allocated to the appropriate properties. Any remaining fund balances are used to call bonds.

RECOMMENDATION

Staff recommends that a public hearing be held and Council pass the proposed resolution on September 13, 2010.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution Respread SID 1386

RESOLUTION 10 _____

A RESOLUTION RELEVYING AND REASSESSING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 1386, IN THE CITY OF BILLINGS, MONTANA.

WHEREAS, the City created a special improvement district or project known as 1386 and;

WHEREAS, it is necessary to relevy and reassess a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project. The original assessment was calculated on the bond sale cost. After construction was completed, the City adjusted the assessment by using the project cost; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

1: RELEVY AND REASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 1386 of the City of Billings, Montana, there is hereby relevied and reassessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with interest. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax Code /Owner Name /Legal Description	Assessment Amount	Interest Rate	Years Assessed
A08359 THOMPSON, STANLEY L & MARY E GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 001	\$6,180.26	5.780	14
A08360 SAYLOR, SCOTT & ANNETTE D GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 002, LT 2 BLK 1	\$6,251.91	5.780	14
A083 KLATT, BRUCE K & SALLY E GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 003	\$6,054.86	5.780	14

A0	\$6,242.95	5.780	14
MARTINEZ, LORENZO R JR & LISA L			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 004, LOT 4 BLK 1			
A08	\$6,242.95	5.780	14
SPEER, DOUGLAS T & DEBORAH G			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 005, L:5 B:1 GRE			
A0836	\$5,374.15	5.780	14
BOWER, DAMON E & TENNYSON A			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 006, LT 6 BLK 1			
A08365	\$6,448.96	5.780	14
HONAKER, JAMES W			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 007, LT 7 BLK 1			
	\$6,171.30	5.780	14
POLLY, WILLIAM R JR & LYNNE I			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 008			
A08368	\$5,965.29	5.780	14
RICHTER, KLAUS P & ROBIN L			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 011			
A08369	\$4,012.71	5.780	14
WOHLGENANT, DUNCAN			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 012, L:12 B:1 GR			
A08370	\$4,012.71	5.780	14
GORMLEY, BEVERLY M			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 013, L:13 & 14 B			
A08371A	\$4,012.71	5.780	14
GRUBBS, JASON W & PERRIN L			
GREGORY SUBD 1ST FILING			
		718, S26, T01 N, R25 E, BL	
A08372	\$4,012.71	5.780	14
RYAN, MARGARET R TRUST			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 018, LT 18 BLK 1			
A08373	\$4,012.71	5.780	14
RYAN, MARGARET R TRUST			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 019, LT 19 BLK 1			
A08374A	\$4,012.71	5.780	14
STEINMETZ, KENNETH A & TERRI L			
MURPHY SUBD, S26, T01 N, R25 E, BLOCK 001, Lot 002, LT 2 BLK 1 MURPHY SUB			
A08376	\$6,735.58	5.780	14
SCHUSTER, RONALD L & VIRGINIA K			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 026, L:26 B:1 GR			
A08377	\$6,296.69	5.780	14
DEBOO, JOHN C & ANNE M			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 027			
A08379A	\$6,735.58	5.780	14
WALTON, RICHARD M &			

LTS 29 - 30 BLK 1 GREGORY SUBD 1ST FIL (COMBO W/A08379) (08)

A08379B	\$2,847.90	5.780	14
WILLIAMSON, MILES BRETT & STACEY			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 031, LT 31 BLK 1			
A08380	\$5,947.37	5.780	14
LACKMAN, EILEEN BELLE			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 032			
A08381	\$6,144.43	5.780	14
HURLBURT, EMILY L &			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 033			
A083	\$2,847.90	5.780	14
TOSTENGARD, KAY &			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 034			
A0	\$5,848.85	5.780	14
ANDERSON, DARRELL, TRUDY			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 036, ALSO S 10FT			
A08387	\$6,843.06	5.780	14
KAHN, FREDERICK W & PATRICIA A			
GREGORY SUBD 1ST FILING			
		718, S26, T01 N, R25 E, BL	
A08388	\$2,847.90	5.780	14
SULLIVAN, JEAN C			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 040, LT 40 BLK 1			
A08390	\$2,847.90	5.780	14
STERHAN, DONALD J & MARJORIE A			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 042, LT 42 BLK 1			
A08391	\$2,847.90	5.780	14
GALL, DANIEL L & KAREN SANFORD			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 043, LT 43 BLK			
A08392	\$2,847.90	5.780	14
SCHILTZ, JOHN A			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 044, LT 44 BLK 1			
A08393	\$2,847.90	5.780	14
DIETRICH, JANET L &			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 045			
A08394	\$2,847.90	5.780	14
HARPER, P BRUCE & BARBARA A			
GREGORY SUBD 1ST FILING, S26, T01 N, R25 E, BLOCK 001, Lot 046, ALSO E 10FT			
A08394A	\$2,847.90	5.780	14
LAR, LINDA A			
GREGORY SUBD 1ST FILING			
		718, S26, T01 N, R25 E, BL	

2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become

delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

3: NOTICE AND HEARING. On Monday, September 13, 2010 at 6:30 p.m., or as soon thereafter as the matter was considered on the agenda of the City Council at a regular meeting held in the Council Chambers of the Police Facility, 220 N. 27th St., Billings, Montana, the City Council held a public hearing to hear comments and/or objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice with at least six (6) days separating each publication in a newspaper of general paid circulation with a periodicals mailing permit. The final publication was made at least 10 days prior to the public hearing per MCA 7-12-4177.

SECTION 4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED this 13th day of September, 2010.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

BY: _____
Cari Martin, City Clerk

Regular City Council Meeting

Date: 09/13/2010

TITLE: Public Hearing SID 1388

PRESENTED BY: Patrick M. Weber, Financial Services Manager

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The assessment for SID 1388 (Dorothy Lane) has been completed by the Finance Division and is ready to spread on the tax rolls. This project is for storm drain, and street improvements on Dorothy Lane from Bench Boulevard to Hawthorne Lane to Cottonwood Boulevard. This project and bond sale have previously been approved by council.

ALTERNATIVES ANALYZED

The Council must hold a public hearing and then may:

- Approve the resolution; or
- Not approve the resolution, the tax payers will not be assessed, and the General Fund will be responsible for paying for the improvements.

FINANCIAL IMPACT

The costs associated with SID 1388 are assessed per lot. The net effective interest rate is 4.895%. Under the State statute 7-12-4189, the City is required to add ½ of 1% for a total rate of 5.395%. The ½ of 1% will be used as additional security on bond issues, as stated in the final bond resolution. Interest earnings and prior collections are subtracted from the final construction cost and spread to the appropriate properties. Any remaining fund balances are used to call bonds.

RECOMMENDATION

Staff recommends that a public hearing be held and Council pass the proposed resolution on September 13, 2010.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution SID 1388

Attachment A

RESOLUTION 10 _____

A RESOLUTION LEVYING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 1388, IN THE CITY OF BILLINGS, MONTANA.

WHEREAS, the City created a special improvement district or project known as 1388 and;

WHEREAS, it is necessary to levy a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

SECTION 1: LEVY AND ASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 1388 of the City of Billings, Montana, there is hereby levied and assessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with interest. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax Code /Owner Name /Legal Description	Assessment Amount	Interest Rate	Years Assessed
A28760 PAULEY, D R CELESTIAL SUBD, S23, T01 N, R26 E, BLOCK 002, Lot 024, LT 24 BLK 2 CELESTIA	\$14,271.12	5.395	15
C00188 DUGAN, MARY ANN TRUSTEE CELESTIAL SUBD, S23, T01 N, R26 E, Lot 001, LT 1 CELESTIAL SUBD	\$2,719.54	5.395	15
C00190 DUGAN, MARY ANN TRUSTEE CELESTIAL SUBD, S23, T01 N, R26 E, Lot 003, LT 3 CELESTIAL SUBD	\$2,719.54	5.395	15
C00191 RIDDLE, DONALD J & JUDITH M CELESTIAL SUBD, S23, T01 N, R26 E, Lot 004, LT 4 CELESTIAL SUBD	\$3,915.32	5.395	15

C00309	\$8,548.58	5.395	15
MORRIS, BARRY A & PENNY A DOROTHY SUBD, S23, T01 N, R26 E, Lot 03D, 397 LT 3D COS 397 DOROTHY SUBD			
C00310	\$8,643.91	5.395	15
HUCK, TERENCE R DOROTHY SUBD 212, S23, T01 N, R26 E, Lo			
C00312	\$8,929.89	5.395	15
SLAVICK, JOEL W & PATRICIA J DOROTHY SUBD, S23, T01 N, R26 E, Lot 005, W100 FT LT 5 DOROTHY SUBD			
C00313	\$11,078.92	5.395	15
MARTINEZ, JOHN L & ELIZABETH A DOROTHY SUBD, S23, T01 N, R26 E, Lot 005, LT 6 E25 FT LT 5 DOROTHY SUBD			
C00314	\$10,602.29	5.395	15
HANSER, WILLIAM P DOROTHY SUBD, S23, T01 N, R26 E, Lot 007, LT 7 DOROTHY SUBD			
C00316	\$9,790.87	5.395	15
GRAHAM, CORA B DOROTHY SUBD 212, S23, T01 N, R26 E, Lo			
C00316A	\$9,117.49	5.395	15
HEADY, RAYMOND & CARRIE J DOROTHY SUBD, S23, T01 N, R26 E, Lot 10B, LT 10B DOROTHY SUB AMD LT 10 0.22			
C00324I	\$9,378.53	5.395	15
ROESLER, MARK F & CYNTHIA A FRITZ SUBD, S23, T01 N, R26 E, BLOCK 002, Lot 010, LT 10 BLK 2 FRITZ SUB 2N			
C00324J	\$9,378.53	5.395	15
SLEHOFER, JAMES F & KATHERINE M FRITZ SUBD, S23, T01 N, R26 E, BLOCK 002, Lot 011, LT 11 BLK 2 FRITZ SUB			
C00324K	\$9,378.53	5.395	15
KERN, ADAM FRITZ SUBD, S23, T01 N, R26 E, BLOCK 002, Lot 012, LT 12 BLK 2 FRITZ SUB			
C00325	\$9,378.53	5.395	15
JAMES, BRIAN G & TRISTEN R FRITZ SUBD, S23, T01 N, R26 E, BLOCK 002, Lot 015, LT 15 BLK 2 FRITZ SUBD			
C00326	\$9,532.44	5.395	15
JL HOWARD PROPERTIES LLC FRITZ SUBD, S23, T01 N, R26 E, BLOCK 002, Lot 016, LT 16 BLK 2 FRITZ SUBD			
C00333	\$5,917.98	5.395	15
RISDON, LINDA J FRITZ SUBD, S23, T01 N, R26 E, BLOCK 003, Lot 007, LT 7 BLK 3 FRITZ SUBD			
C00334	\$5,249.25	5.395	15
WHITNEY, SUSAN J & JASON W FRITZ SUBD 212, S23, T01 N, R26 E, BL			
C00336	\$5,472.16	5.395	15
SCHMIDT, MICHAEL A & P COLLEEN			

FRITZ SUBD, S23, T01 N, R26 E, BLOCK 003, Lot 010, LT 10 BLK 3 FRITZ SUBD 2

C00338 \$8,459.15 5.395 15
WEBSTER, DALE R & SHARON M
FRITZ SUBD, S23, T01 N, R26 E, BLOCK 003, Lot 012, LT 12 BLK 3 FRITZ SUBD

C00341 \$5,249.25 5.395 15
BARTER, STEPHEN J JR & JOANNE H
FRITZ SUBD, S23, T01 N, R26 E, BLOCK 004, Lot 006, LT 6 BLK 4 FRITZ SUBD 2N

C00341A \$5,249.25 5.395 15
JESSEN, JASON J
FRITZ SUBD, S23, T01 N, R26 E, BLOCK 004, Lot 007, LT 7 BLK :4 FRITZ SUB 2N

C00341B \$5,249.25 5.395 15
BROCKMAN, DAVID A & LEOTA M
FRITZ SUBD, S23, T01 N, R26 E, BLOCK 004, Lot 008, LT 8 BLK 4 FRITZ SUB 2ND

C00341C \$5,249.25 5.395 15
LKG, LLC
FRITZ SUBD, S23, T01 N, R26 E, BLOCK 004, Lot 009, LT 9 BLK 4 FRITZ SUB 2ND

C00341D \$5,249.25 5.395 15
PORTER, JAMIE L &
FRITZ SUBD, S23, T01 N, R26 E, BLOCK 004, Lot 010, LT 10 BLK 4 FRITZ SUB 2N

C00342A \$9,378.53 5.395 15
BYRD, KEN A & CHERYL K
FRITZ SUBD, S23, T01 N, R26 E, BLOCK 005, Lot 002, LT 2 BLK 5 FRITZ SUB 2ND

C00342B \$9,378.53 5.395 15
ANEST, CAROLYN M
FRITZ SUBD, S23, T01 N, R26 E, BLOCK 005, Lot 003, LT 3 BLK 5 FRITZ SUB

C00343 \$9,378.53 5.395 15
HUNT, RONALD L & SUSAN M
FRITZ SUBD, S23, T01 N, R26 E, BLOCK 005, Lot 004, LT 4 BLK 5 FRITZ SUBD 2N

C00343B \$9,378.53 5.395 15
HOPE, KATHLEEN M
FRITZ SUBD, S23, T01 N, R26 E, BLOCK 005, Lot 006, LT 6 BLK 5 FRITZ SUB 2ND

C00343C \$9,378.53 5.395 15
WALKER, LINDA K
FRITZ SUBD, S23, T01 N, R26 E, BLOCK 005, Lot 007, LT 7 BLK 5 FRITZ SUB 2ND

C00343D \$9,378.53 5.395 15
WEBBER, ROBERT CLARK & CYNTHIA LOU
FRITZ SUBD, S23, T01 N, R26 E, BLOCK 005, Lot 008, LT 8 BLK 5 FRITZ SUB

SECTION 2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments

become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

SECTION 3: NOTICE AND HEARING. On Monday, September 13, 2010 at 6:30 p.m., or as soon thereafter as the matter was considered on the agenda of the City Council at a regular meeting held in the Council Chambers of the Police Facility, 220 N. 27th St., Billings, Montana, the City Council held a public hearing to hear comments and/or objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice with at least six (6) days separating each publication in a newspaper of general paid circulation with a periodicals mailing permit. The final publication was made at least 10 days prior to the public hearing per MCA 7-12-4177.

SECTION 4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED this 13th day of September, 2010.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

BY: _____
Cari Martin, City Clerk

Regular City Council Meeting

Date: 09/13/2010

TITLE: Public Hearing SID 1389

PRESENTED BY: Patrick M. Weber, Financial Services Manager

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The assessment for SID 1389 (Clubhouse Way) has been completed by the Finance Division and is ready to spread on the tax rolls. This project is for water, sanitary sewer, storm drain, and street improvements to Clubhouse Way between Greenbriar Road to Cherry Hills Road. This project and bond sale have previously been approved by council.

ALTERNATIVES ANALYZED

The Council must hold a public hearing and then may:

- Approve the resolution; or
- Not approve the resolution; the property owners will not be assessed, and the General Fund will be responsible for paying for the improvements.

FINANCIAL IMPACT

The costs associated with SID 1389 are assessed per lot. The net effective interest rate is 6.0%. Under the State statute 7-12-4189, the City is required to add ½ of 1% for a total rate of 6.5%. The ½ of 1% will be used as additional security on bond issues, as stated in the final bond resolution. Interest earnings and prior collections are subtracted from the final construction cost and spread to the appropriate properties. Any remaining fund balances are used to call bonds.

RECOMMENDATION

Staff recommends that a public hearing be held and Council passes the proposed resolution on September 13, 2010.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution SID 1389

Attachment A

RESOLUTION 10 _____

A RESOLUTION LEVYING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 1389, IN THE CITY OF BILLINGS, MONTANA.

WHEREAS, the City created a special improvement district or project known as 1389 and;

WHEREAS, it is necessary to levy a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

SECTION 1: LEVY AND ASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 1389 of the City of Billings, Montana, there is hereby levied and assessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with interest. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax Code /Owner Name /Legal Description	Assessment Amount	Interest Rate	Years Assessed
A22179 SCHNEITER ENTERPRISES LAKE HILLS SUBD 16TH FILING, S16, T01 N, R26 E, BLOCK 015, Lot 002, LT 2 BL	\$32,872.08	6.500	15
A22183 HAYES, DAVID J & JEAN D LAKE HILLS SUBD 16TH FILING, S16, T01 N, R26 E, BLOCK 015, Lot 006, LT 6 BL	\$32,872.08	6.500	15
A22184 CARLSON, RONALD E LAKE HILLS SUBD 16TH FILING, S16, T01 N, R26 E, BLOCK 015, Lot 007, LT 7 BL	\$32,872.08	6.500	15
A22199 PARKER, ROBERT J LAKE HILLS SUBD 16TH FILING, S16, T01 N, R26 E, BLOCK 016, Lot 006, LT 6 BL	\$4,409.90	6.500	15

A22201	\$4,409.90	6.500	15
BALAYAN, SARKIS			
LAKE HILLS SUBD 16TH FILING, S16, T01 N, R26 E, BLOCK 016, Lot 008, LT 8 BL			
A22205	\$32,872.08	6.500	15
SCHNEITER ENTERPRISES			
LAKE HILLS SUBD 16TH FILING, S16, T01 N, R26 E, BLOCK 016, Lot 017, LT 17 B			
A22206	\$32,872.08	6.500	15
SECORD, ARNOLD F			
LAKE HILLS SUBD 16TH FILING, S16, T01 N, R26 E, BLOCK 016, Lot 018, LT 18 B			
A22228	\$4,409.90	6.500	15
SCHNEITER ENTERPRISES			
LAKE HILLS SUBD 16TH FILING, S16, T01 N, R26 E, BLOCK 017, Lot 010, LT 10 B			
A22234	\$4,409.90	6.500	15
VELMA A WEBER REVOCABLE LIVING TRUS			
LAKE HILLS SUBD 15TH FILING 111, S16, T01 N, R26 E, BL			

SECTION 2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

SECTION 3: NOTICE AND HEARING. On Monday, September 13, 2010 at 6:30 p.m., or as soon thereafter as the matter was considered on the agenda of the City Council at a regular meeting held in the Council Chambers of the Police Facility, 220 N. 27th St., Billings, Montana, the City Council held a public hearing to hear comments and/or objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice with at least six (6) days separating each publication in a newspaper of general paid circulation with a periodicals mailing permit. The final publication was made at least 10 days prior to the public hearing per MCA 7-12-4177.

SECTION 4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED this 13th day of September, 2010.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

BY: _____
Cari Martin, City Clerk

Regular City Council Meeting

Date: 09/13/2010

TITLE: Public Hearing SID 2801

PRESENTED BY: Patrick M. Weber, Financial Services Manager

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The assessment for Sidewalk, Curb & Gutter Project No. 2801 has been completed by the Finance Department and is ready to spread on the tax rolls. This project is for Lake Elmo Road, Main Street to Wicks Lane, project improvements.

ALTERNATIVES ANALYZED

The Council must hold a public hearing, and then may:

- Approve the resolution; or
- Not approve the resolution, the tax payers will not be assessed, and the General Fund will be responsible for paying for the improvements.

FINANCIAL IMPACT

The net effective interest rate is 4.605 %. Under the State statute 7-12-4189, the City is required to add ½ of 1% for a total rate of 5.105%. The ½ of 1% will be used as additional security on bond issues, as stated in the final bond resolution.

RECOMMENDATION

Staff recommends that a public hearing be held and that Council pass the proposed resolution on September 13, 2010.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution SID 2801

Attachment A

RESOLUTION NO. 10_____

A RESOLUTION LEVYING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 2801, IN THE CITY OF BILLINGS, MONTANA.

WHEREAS, the City created a special improvement district or project known as 2801 and;

WHEREAS, it is necessary to levy a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

1: LEVY AND ASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 2801 of the City of Billings, Montana, there is hereby levied and assessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with interest. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax Code /Owner Name /Legal Description	Assessment Amount	Interest Rate	Years Assessed
A02538 LEAPOLDT, GARY A ARROWHEAD SUBD, S22, T01 N, R26 E, BLOCK 001, Lot 015, LT 15 BLK 1 ARROWHEA	\$3,864.29	5.105	12
A02539 MCIIRAVY, TARA L & ARROWHEAD SUBD, S22, T01 N, R26 E, BLOCK 001, Lot 016, LT 16 BLK 1 ARROWHEA	\$4,296.42	5.105	12
A02539A HEIN, CLARENCE H ARROWHEAD SUBD	\$4,360.01	5.105	12
			211, S22, T01 N, R26 E, BL
A02570 NATHAN H & BETTE ANN MCCRANIE FAMIL LT 14 BLK 3 ARROWHEAD SUBD LESS W5' FOR LAKE ELMO	\$3,982.77	5.105	12
A02571 HARRIS, DAVID E	\$3,885.74	5.105	12

ARROWHEAD SUBD, S22, T01 N, R26 E, BLOCK 003, Lot 015, LT 15 BLK 3 ARROWHEA			
A02572	\$4,120.55	5.105	12
JIVELEKAS, KOSTAS			
ARROWHEAD SUBD, S22, T01 N, R26 E, BLOCK 003, Lot 016, LT 16 BLK 3 ARROWHEA			
A02574	\$2,738.55	5.105	12
ENSIGN, SAMUEL			
ARROWHEAD SUBD, S22, T01 N, R26 E, BLOCK 003, Lot 017, W105 FT LT 17 BLK 3			
A02575	\$4,233.32	5.105	12
RICCI, THOMAS C			
ARROWHEAD SUBD, S22, T01 N, R26 E, BLOCK 004, Lot 001, LT 1 BLK 4 ARROWHEAD			
A02575A	\$4,233.32	5.105	12
OSTERMILLER, GARY A			
ARROWHEAD SUBD, S22, T01 N, R26 E, BLOCK 004, Lot 002, LT 2 BLK 4 ARROWHEAD			
A02575B	\$4,233.32	5.105	12
DEIGERT, JOSEPH A			
ARROWHEAD SUBD, S22, T01 N, R26 E, BLOCK 004, Lot 003, LT 3 BLK 4 ARROWHEAD			
A02576	\$4,731.00	5.105	12
MCMANUS, JAMES C & NANCY J			
ARROWHEAD SUBD, S22, T01 N, R26 E, BLOCK 004, Lot 004, LT 4 BLK 4 ARROWHEAD			
A02577	\$3,658.01	5.105	12
REICHERT, MONA			
ARROWHEAD SUBD, S22, T01 N, R26 E, BLOCK 004, Lot 005, LT 5 BLK 4 ARROWHEAD			
A02578	\$3,555.28	5.105	12
MEE, ROBERTA A			
ARROWHEAD SUBD, S22, T01 N, R26 E, BLOCK 004, Lot 006, LT 6 BLK 4 ARROWHEAD			
A03244	\$3,209.16	5.105	12
MOSES, ROSEMARY			
BROADMOOR SUBD, S22, T01 N, R26 E, BLOCK 001, Lot 019, LT 19 BLK 1 BROADMOO			
A03245	\$3,649.44	5.105	12
HAAPALA, GLADYS M			
BROADMOOR SUBD, S22, T01 N, R26 E, BLOCK 001, Lot 020, LT 20 BLK 1 BROADMOO			
A03246	\$2,960.49	5.105	12
NAVE, DONALD L & RUTH A			
BROADMOOR SUBD, S22, T01 N, R26 E, BLOCK 001, Lot 021, LT 21 BLK 1 BROADMOO			
A03263	\$2,450.91	5.105	12
SAMPLES JOSEPH C			
BROADMOOR SUBD, S22, T01 N, R26 E, BLOCK 002, Lot 021, LT 21 BLK 2 BROADMOO			
A03264	\$3,005.34	5.105	12
KHALEEL, TASNEEM F			
BROADMOOR SUBD, S22, T01 N, R26 E, BLOCK 002, Lot 022, LT 22 BLK 2 BROADMOO			
A03265	\$4,047.35	5.105	12
REINERT, RITA J			
BROADMOOR SUBD, S22, T01 N, R26 E, BLOCK 002, Lot 023, LT 23 BLK 2 BROADMOO			

A03266	\$3,787.17	5.105	12
KHALEEL, SHAFIG BROADMOOR SUBD, S22, T01 N, R26 E, BLOCK 002, Lot 024, LT 24 BLK 2 BROADMOO			
A08541	\$755.69	5.105	12
PEPELKA ENTERPRISES LLC HANSEN SUBD, S27, T01 N, R26 E, BLOCK 002, Lot 01A, OF AMND LOTS 1 - 3 (LES			
A09457	\$7,683.65	5.105	12
KURTZ, O. M. JOSEPHINE SUBD 211, S22, T01 N, R26 E, Lo			
A10039	\$4,827.21	5.105	12
TOMICICH, MINNIE LAMMERS SUBD, S22, T01 N, R26 E, Lot 01A, LT 1A LAMMERS SUB AMD LESS 83' F			
A13246	\$4,700.01	5.105	12
CROY, JANET L REX SUBD, S22, T01 N, R26 E, Lot 001, LT 1 & W15 FT LT 2 REX SUBD			
A13251	\$4,628.10	5.105	12
THE BIRD HOUSE LLC REX SUBD 2ND FILING, S22, T01 N, R26 E, Lot 001, LT 1 REX SUBD 2ND FIL LESS			
A13252	\$4,989.87	5.105	12
BIRD HOUSE LLC THE REX SUBD 2ND FILING, S22, T01 N, R26 E, Lot 002, LT 2 REX SUBD 2ND FIL LESS			
A13257	\$4,826.40	5.105	12
POSEY, LINDA M RICE SUBD, S22, T01 N, R26 E, BLOCK 001, Lot 006, LT 6 BLK 1 RICE SUB LESS			
A13257A	\$4,695.48	5.105	12
STEFANIC, CAMERON JAMES RICE SUBD, S22, T01 N, R26 E, BLOCK 001, Lot 007, LT 7 BLK 1 RICE SUB LESS			
A13258	\$4,520.85	5.105	12
BAXTER, FRANK W RICE SUBD, S22, T01 N, R26 E, BLOCK 001, Lot 008, LT 8 BLK 1 RICE SUB LESS			
A13917	\$8,324.52	5.105	12
BLAYLOCK, BERNADETTE E & SIEWART ACRES (C/S NO 239), S22, T01 N, R26 E, Lot 001, TRS 1-2 SIEWART ACR			
A13918	\$6,333.89	5.105	12
D & M FAMILY LIMITED PARTNERSHIP SIEWART ACRES (C/S NO 239), S22, T01 N, R26 E, Lot 3A1, TR 3A-1 SIEWERT ACR			
A13918E	\$2,768.64	5.105	12
RIGLER, RONALD SIEWART ACRES (C/S NO 239), S22, T01 N, R26 E, Lot 3A5, LT 3A5 SIEWERT ACRE			
A14769	\$8,479.27	5.105	12
CROY, JANET STEVENS-PETTER SUBD, S22, T01 N, R26 E, Lot 001, LT 1-2 (LESS W10 FT) STEVE			
A17566	\$3,666.63	5.105	12
WARNOCK, TIMOTHY J & KACEY V			

WELSH SUBD, S22, T01 N, R26 E, Lot 006, LT 6 WELSH SUBLESS W5' FOR LAKE ELM			
A17567	\$2,673.73	5.105	12
WELSH, JACK LEONARD			
WELSH SUBD, S22, T01 N, R26 E, Lot 007, LT 7 WELSH SUB LESS W5' FOR LAKE EL			
A17568	\$4,438.79	5.105	12
CLARK, QUINCY			
WELSH SUBD, S22, T01 N, R26 E, Lot 008, LT 8 WELSH SUBD & ADJ VAC 30X139.13			
A20282	\$4,155.32	5.105	12
THOMAS, SAMUEL D			
BARKLEY, S22, T01 N, R26 E, Lot 017, LT 17-18 BARKLEY SUB LESS 748' FOR LAK			
A20341	\$3,351.14	5.105	12
RGP PARTNERSHIP			
MCCRACKEN SUBD, S22, T01 N, R26 E, BLOCK 001, Lot 04A, LT 4A BLK 1 MCCRACKE			
A20342	\$5,199.13	5.105	12
RGP PARTNERSHIP			
MCCRACKEN SUBD, S22, T01 N, R26 E, BLOCK 001, Lot 005, LT 5 & N2'LT 6 BLK 1			
A20343	\$5,033.89	5.105	12
RGP PARTNERSHIP			
MCCRACKEN SUBD, S22, T01 N, R26 E, BLOCK 001, Lot 006, LT 6 LESS N2' BLK 1			
A20562	\$4,676.78	5.105	12
NORBY, LEONARD D JR & GORDYNE L			
WINDSOR SUBD			112, S22, T01 N, R26 E, Lo
A20563	\$6,682.91	5.105	12
HANSON BROTHERS			
WINDSOR SUBD, S22, T01 N, R26 E, Lot 002, LT 2 WINDSOR SUBD LESS LAKE ELMO			
A21246	\$65.09	5.105	12
HAZEN FAMILY TRUST, THE			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 68, 0.806% COMMON AREA I			
A21247	\$65.09	5.105	12
TC RENTALS LLC			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 69, 0.806% COMMON AREA I			
A21248	\$65.09	5.105	12
FOOTTIT, STEPHEN P			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 70, 0.806% COMMON AREA I			
A21249	\$65.09	5.105	12
HEMBD, PATRICIA M			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 71, 0.806% COMMON AREA I			
A21250	\$65.09	5.105	12
LEWIS, DONALD W & ELLEN L			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 72, 0.806% COMMON AREA I			
A21251	\$65.09	5.105	12
BROWN, ALEX			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 73, 0.806% COMMON AREA I			

A21252	\$65.09	5.105	12
SCHAAK, EDWARD & DONNA J			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 74, 0.806% COMMON AREA I			
A21253	\$65.09	5.105	12
AYERS, GEORGE E & BEVERLY A			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 75, 0.806% COMMON AREA I			
A21254	\$65.09	5.105	12
WELLS, JUANITA			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 76, 0.806% COMMON AREA I			
A21255	\$65.09	5.105	12
MISENER, JOHN N			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 77, 0.806% COMMON AREA I			
A21256	\$65.09	5.105	12
HEIMBICHER, RUEBEN			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 78, 0.806% COMMON AREA I			
A21257	\$65.09	5.105	12
FAITH, LAURA M			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 79, 0.806% COMMON AREA I			
A21258	\$65.09	5.105	12
ROBERTS, GUYLA I			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 80, 0.806% COMMON AREA I			
A21259	\$65.09	5.105	12
CROMWELL, DOUGLAS G			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 81, 0.806% COMMON AREA I			
A21260	\$65.09	5.105	12
BRINER, SHIRLEY F			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 81, 0.806% COMMON AREA I			
A21261	\$65.09	5.105	12
MAXWELL, ELLA M			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 83, 0.806% COMMON AREA I			
A21262	\$65.09	5.105	12
STEINMETZ, PAMELA M			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 84, 0.806% COMMON AREA I			
A21263	\$65.09	5.105	12
LONGHORN PROPERTIES LLP			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 85, 0.806% COMMON AREA I			
A21264	\$65.09	5.105	12
FOX-WALTERS, DARLENE H			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 86, 0.806% COMMON AREA I			
A21265	\$65.09	5.105	12
WEAGEL, DOROTHY A			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 106, 0.806% COMMON AREA			
A21266	\$65.09	5.105	12
NESS, GREGORY A			

IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 107,	0.806%	COMMON AREA
A21267	\$65.09	5.105 12
MONN, SALLY		
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 108,	0.806%	COMMON AREA
A21268	\$65.09	5.105 12
PAULSON, JANA L		
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 109,	0.806%	COMMON AREA
A21269	\$65.09	5.105 12
DEDMAN, ALLEN C & MARGARET E		
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 110,	0.806%	COMMON AREA
A21270	\$65.09	5.105 12
SCHessler, ALICE		
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 111,	0.806%	COMMON AREA
A21271	\$65.09	5.105 12
BURNETT, ARNOLD W		
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 112,	0.806%	COMMON AREA
A21272	\$65.09	5.105 12
MCKEEN, ADA		
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 113,	0.806%	COMMON AREA
A21273	\$65.09	5.105 12
HAILEY, DOYLE L & DORIS I		
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 114,	0.806%	COMMON AREA
A21274	\$65.09	5.105 12
SMITH, PATRICK W & CAROL F		
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 115,	0.806%	COMMON AREA
A21275	\$65.09	5.105 12
DRISCOLL, JERRY D & JANET L		
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 116,	0.806%	COMMON AREA
A21276	\$65.09	5.105 12
TC RENTALS		
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 117,	0.806%	COMMON AREA
A21277	\$65.09	5.105 12
TC RENTALS LLC		
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 118,	0.806%	COMMON AREA
A21278	\$65.09	5.105 12
BUCKINGHAM, B R		
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 119,	0.806%	COMMON AREA
A21279	\$65.09	5.105 12
FAIRMAN, NORVAL C JR & MARY C TRSTE		
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 120,	0.806%	COMMON AREA
A21280	\$65.09	5.105 12
TC RENTALS LLC		
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 121,	0.806%	COMMON AREA

A21281	\$65.09	5.105	12
DILLINGER, LARRY P & FERN			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 122, 0.806% COMMON AREA			
A21282	\$65.09	5.105	12
TC RENTALS LLC			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 123, 0.806% COMMON AREA			
A21283	\$65.09	5.105	12
SMITH, GREGORY R &			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 124, 0.806% COMMON AREA			
A21284	\$65.09	5.105	12
HART, MARY K			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 87, 0.806% COMMON AREA I			
A21285	\$65.09	5.105	12
CEARTIN, RODGER & JUDY R			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 88, 0.806% COMMON AREA I			
A21286	\$65.09	5.105	12
ALBERTSON, KATHLEEN C			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 89, 0.806% COMMON AREA I			
A21287	\$65.09	5.105	12
TAPP ENTERPRISES			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 90, 0.806% COMMON AREA I			
A21288	\$65.09	5.105	12
T C RENTALS LLC			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 91, 0.806% COMMON AREA I			
A21289	\$65.09	5.105	12
TC RENTALS LLC			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 92, 0.806% COMMON AREA I			
A21290	\$65.09	5.105	12
T C RENTALS LLC			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 93, 0.806% COMMON AREA I			
A21291	\$65.09	5.105	12
BRYN, ROBERT W & MONICA R			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 94, 0.806% COMMON AREA I			
A21292	\$65.09	5.105	12
GIBSON, DAVID W & TERESA E			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 95, 0.806% COMMON AREA I			
A21293	\$65.09	5.105	12
BENSON, WILLIAM L & DAWN M			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 96, 0.806% COMMON AREA I			
A21294	\$65.09	5.105	12
AXELSON, CONNIE F			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 97, 0.806% COMMON AREA I			
A21295	\$65.09	5.105	12
DOLL, SUSAN F			

IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 98, 0.806% COMMON AREA I			
A21296	\$65.09	5.105	12
FURST, JOHN C & DORIS M			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 99, 0.806% COMMON AREA I			
A21297	\$65.09	5.105	12
HAPP, MILLICENT J MADSEN			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 100, 0.806% COMMON AREA			
A21298	\$65.09	5.105	12
POWELL, KENNETH D			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 101, 0.806% COMMON AREA			
A21299	\$65.09	5.105	12
MADSEN, LINDA M			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 102, 0.806% COMMON AREA			
A21300	\$65.09	5.105	12
EASTERWOOD, JAMIE			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 103, 0.806% COMMON AREA			
A21301	\$65.09	5.105	12
DUNCAN, NORMA L			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 104, 0.806% COMMON AREA			
A21302	\$65.09	5.105	12
TAP ENTERPRISES			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 105, 0.806% COMMON AREA			
A21303	\$65.09	5.105	12
THOMPSON, DONALD P			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 33, 0.806% COMMON AREA I			
A21304	\$65.09	5.105	12
LARSEN, MARIE C &			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 34, 0.806% COMMON AREA I			
A21305	\$65.09	5.105	12
JOHNSTON, ROGER D & LOUISE N			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 35, 0.806% COMMON AREA I			
A21306	\$65.09	5.105	12
KERN, LINDA M			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 36, 0.806% COMMON AREA I			
A21309	\$65.09	5.105	12
LARSEN, RONNIE D			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 37, 0.806% COMMON AREA I			
A21310	\$65.09	5.105	12
LARSEN, RONNIE & ANNA M			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 38, 0.806% COMMON AREA I			
A21311	\$65.09	5.105	12
COOPER, WILENA			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 39, 0.806% COMMON AREA I			

A21312	\$65.09	5.105	12
TAP ENTERPRISES			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 40, 0.806% COMMON AREA I			
A21313	\$65.09	5.105	12
TAP ENTERPRISES			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 41, 0.806% COMMON AREA I			
A21314	\$65.09	5.105	12
HARRIS, RONDA			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 42, 0.806% COMMON AREA I			
A21315	\$65.09	5.105	12
ALICE S KLUNDT LIVING TRUST			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 43, 0.806% COMMON AREA I			
A21316	\$65.09	5.105	12
SIGNATURE ENTERPRISES LLC			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 44, 0.806% COMMON AREA I			
A21317	\$65.09	5.105	12
WELLS, JUANITA			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 45, 0.806% COMMON AREA I			
A21318	\$65.09	5.105	12
BAUMEISTER, MATTHEW JAEGER & DEREK			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 46, 0.806% COMMON AREA I			
A21320	\$65.09	5.105	12
WEAGEL, DOROTHY A			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 47, 0.806% COMMON AREA I			
A21321	\$65.09	5.105	12
CRAIG, BONNIE S			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 48, 0.806% COMMON AREA I			
A21322	\$65.09	5.105	12
BRINER, SHIRLEY			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 49, 0.806% COMMON AREA I			
A21323	\$65.09	5.105	12
PALMER, WILLIAM D & AMBER L			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 50, 0.806% COMMON AREA I			
A21324	\$65.09	5.105	12
COOPER, LINDA L			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 51, 0.806% COMMON AREA I			
A21325	\$97.65	5.105	12
METZKER, ROBERT K & SHARON			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 52 & W2 53, 1.210% COMMO			
A21326	\$97.65	5.105	12
THOMPSON DONALD P			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 54 & E2 53, 1.210% COMMO			
A21328	\$65.09	5.105	12
THOMPSON, DONALD P			

IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 55, 0.806% COMMON AREA I			
A21329	\$65.09	5.105	12
DALKE, HENRY H			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 56, 0.806% COMMON AREA I			
A21330	\$65.09	5.105	12
OLSON, WAYNE R & KATHLEEN A			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 57, 0.806% COMMON AREA I			
A21331	\$65.09	5.105	12
GUNSCH, EDGAR E			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 58, 0.806% COMMON AREA I			
A21332	\$65.09	5.105	12
KLOTZ, KATHLEEN M			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 59, 0.806% COMMON AREA I			
A21333	\$65.09	5.105	12
MCCREARY, GERALD R			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 60, 0.806% COMMON AREA I			
A21334	\$65.09	5.105	12
REULE, EPHRAIM & CLARA B			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 61, 0.806% COMMON AREA I			
A21335	\$65.09	5.105	12
TC RENTALS LLC			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 62, 0.806% COMMON AREA I			
A21336	\$65.09	5.105	12
ZAMORA, EMMA			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 63, 0.806% COMMON AREA I			
A21337	\$65.09	5.105	12
KLUNDT, ALICE S TRUSTEE &			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 64, 0.806% COMMON AREA I			
A21338	\$65.09	5.105	12
KLUNDT, ALICE S TRUSTEE			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 65, 0.806% COMMON AREA I			
A21339	\$65.09	5.105	12
ROBERTS, ROBERT K			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 66, 0.806% COMMON AREA I			
A21340	\$1,340.24	5.105	12
DEVOUS, CLIFFORD W			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 67, 0.806% COMMON AREA I			
A21341	\$65.09	5.105	12
VOGL, JAMES G & JEAN S			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 1, 0.806% COMMON AREA IN			
A21342	\$65.09	5.105	12
FOX, LARRY K & MARILYN H			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 2, 0.806% COMMON AREA IN			

A21343	\$65.09	5.105	12
ROSIN, OREN L & LINDA L			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 3, 0.806% COMMON AREA IN			
A21344	\$65.09	5.105	12
TC RENTALS LLC			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 4, 0.806% COMMON AREA IN			
A21345	\$65.09	5.105	12
COOK, PAT			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 5, 0.806% COMMON AREA IN			
A21346	\$65.09	5.105	12
TC RENTALS LLC			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 6, 0.806% COMMON AREA IN			
A21347	\$65.09	5.105	12
LONGHORN PROPERTIES LLP			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 7, 0.806% COMMON AREA IN			
A21348	\$65.09	5.105	12
KLUNDT, ALICE S TRUSTEE			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 8, 0.806% COMMON AREA IN			
A21349	\$65.09	5.105	12
STOVALL, P DOUG & LYNDA R			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 9, 0.806% COMMON AREA IN			
A21350	\$65.09	5.105	12
WILKINS, JIM D			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 10, 0.806% COMMON AREA I			
A21351	\$65.09	5.105	12
DUFFY, ARIC D			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 11, 0.806% COMMON AREA I			
A21352	\$65.09	5.105	12
THEISEN, RONALD K			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 12, 0.806% COMMON AREA I			
A21353	\$65.09	5.105	12
T C RENTALS LLC			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 13, 0.806% COMMON AREA I			
A21354	\$65.09	5.105	12
TC RENTALS LLC			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 14, 0.806% COMMON AREA I			
A21355	\$65.09	5.105	12
TC RENTALS LLC			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 15, 0.806% COMMON AREA I			
A21356	\$65.09	5.105	12
WILSON, CHERYL L			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 16, 0.806% COMMON AREA I			
A21357	\$65.09	5.105	12
DOCKSTADER, SANDRA LOUISE			

IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 17, 0.806% COMMON AREA I			
A21358	\$65.09	5.105	12
STOVALL, P DOUG & LYNDA R			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 18, 0.806% COMMON AREA I			
A21359	\$65.09	5.105	12
LILE, ROBERT L & MERI M			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 19, 0.806% COMMON AREA I			
A21360	\$65.09	5.105	12
LUECK, LAWRENCE L			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 20, 0.806% COMMON AREA I			
A21361	\$65.09	5.105	12
LONGHORN PROPERTIES LLP			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 21, 0.806% COMMON AREA I			
A21362	\$65.09	5.105	12
LOUGH, CONNIE SUE			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 22, 0.806% COMMON AREA I			
A21364	\$65.09	5.105	12
REULE, EPHRAIM & CLARA B			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 23, 0.806% COMMON AREA I			
A21365	\$65.09	5.105	12
PARONTO, DOROTHY ANN &			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 24, 0.806% COMMON AREA I			
A21366	\$65.09	5.105	12
MILLER, DAVID C & BARBARA J			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 25, 0.806% COMMON AREA I			
A21367	\$65.09	5.105	12
PAPILLO, THELMA M TRUST			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 26, 0.806% COMMON AREA I			
A21368	\$65.09	5.105	12
STRANDER, MARCELLA			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 27, 0.806% COMMON AREA I			
A21369	\$65.09	5.105	12
THATCHER, AUDREY & GRIFFIN, BARBARA			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 28, 0.806% COMMON AREA I			
A21370	\$65.09	5.105	12
STEVENS, TERRY LEE			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 29, 0.806% COMMON AREA I			
A21371	\$65.09	5.105	12
ADLER, ROBERT L & KATHY P			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 30, 0.806% COMMON AREA I			
A21372	\$65.09	5.105	12
TC RENTALS LLC			
IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 31, 0.806% COMMON AREA I			

A21373	\$65.09	5.105	12
STOVALL, P DOUG IMPERIAL PARK CONDOS (85), S22, T01 N, R26 E, UNIT 32, 0.806% COMMON AREA I			
A31135	\$5,080.83	5.105	12
MORAN, NICHOLAS J CROY SUB, S22, T01 N, R26 E, BLOCK 001, Lot 001, LT 1 BLK 1 CROY SUB LESS 5			
A31150	\$5,959.17	5.105	12
MOREHOUSE, LONNIE G & BILLIE J CROY SUB, S22, T01 N, R26 E, BLOCK 001, Lot 002, LT 2 BLK 1 CROY SUB (OLD C			
A33730	\$15,837.04	5.105	12
VOLUNTEERS OF AMERICA WY & MT MORNING STAR SUB, S27, T01 N, R26 E, BLOCK 001, Lot 01A, LT 1A BLK 1 MORNIN			
A34221A	\$974.88	5.105	12
LARKIN, DON C & OLIVE GROVE II TOWNHOMES (09), UNIT 1, 5.195% COMMON AREA INTEREST, LOC @ L			
A34221B	\$916.70	5.105	12
PRINKKI, RITA K OLIVE GROVE II TOWNHOMES (09), UNIT 2, 4.877% COMMON AREA INTEREST, LOC @ L			
A34221C	\$916.70	5.105	12
BEALS, TERESA D OLIVE GROVE II TOWNHOMES (09), UNIT 3, 4.877% COMMON AREA INTEREST, LOC @ L			
A34221D	\$974.88	5.105	12
PETRO, AMBER OLIVE GROVE II TOWNHOMES (09), UNIT 4, 5.195% COMMON AREA INTEREST, LOC @ L			
A34221E	\$974.88	5.105	12
HARRIS, JAY S & OLIVE GROVE II TOWNHOMES (09), UNIT 5, 5.195% COMMON AREA INTEREST, LOC @ L			
A34221F	\$916.70	5.105	12
HAYES, THOMAS M OLIVE GROVE II TOWNHOMES (09), UNIT 6, 4.877% COMMON AREA INTEREST, LOC @ L			
A34221G	\$916.70	5.105	12
MILLIGAN, TERESA C OLIVE GROVE II TOWNHOMES (09), UNIT 7, 4.877% COMMON AREA INTEREST, LOC @ L			
A34221H	\$916.70	5.105	12
RAYMOND, SHANNON M OLIVE GROVE II TOWNHOMES (09), UNIT 8, 4.877% COMMON AREA INTEREST, LOC @ L			
A34221I	\$916.70	5.105	12
PARK, FRANK H OLIVE GROVE II TOWNHOMES (09), UNIT 9, 4.877% COMMON AREA INTEREST, LOC @ L			
A34221J	\$974.88	5.105	12
JAUSS, PAMELA S OLIVE GROVE II TOWNHOMES (09), UNIT 10, 5.195% COMMON AREA INTEREST, LOC @			
A34317	\$4,067.38	5.105	12
HOUSING AUTHORITY OF BILLINGS			

WHITETAIL SQUARE SUB (10), BLOCK 1, Lot 1			
A34318	\$3,245.53	5.105	12
WHITETAIL RUN APARTMENTS, LLP WHITETAIL SQUARE SUB (10), BLOCK 1, Lot 2			
A34320	\$2,389.26	5.105	12
HOUSING AUTHORITY OF BILLINGS WHITETAIL SQUARE SUB (10), BLOCK 2, Lot 1			
A34321	\$2,478.62	5.105	12
HOUSING AUTHORITY OF BILLINGS WHITETAIL SQUARE SUB (10), BLOCK 2, Lot 2			
A34322	\$2,506.15	5.105	12
HOUSING AUTHORITY OF BILLINGS WHITETAIL SQUARE SUB (10), BLOCK 2, Lot 3			
D05288	\$2,494.93	5.105	12
BENDER, DONALD W S22, T01 N, R26 E, 1113, PARCEL 01A, TR 1A COS 1113 AMD LESS E5' FOR LAKE E			
D05289	\$2,553.64	5.105	12
CHAN, SHELLY MA S22, T01 N, R26 E, 1113, PARCEL 01B, TR 1B COS 1113 AMD LESS E5' FOR LAKE E			
D05297	\$6,202.85	5.105	12
KHALEEL, SHAFIG AHMED & TASNEEM F S22, T01 N, R26 E, 132 X 660 FT OF THE N2N2NWSWNE4 2 AC LESS W35' FOR LAKE			
D05298	\$4,971.76	5.105	12
CHOATE, RAYANNE O & FREDERICK L S22, T01 N, R26 E, 332, PARCEL 01A, TR 1A COS 332 AMD LESS W35' FOR LAKE EL			
D05298A	\$3,202.71	5.105	12
WIESNER, JOHN M & DEBORAH K S22, T01 N, R26 E, 332, PARCEL 01B, TR 1B COS 332 AMND LESS W35' FOR LAKE E			
D05299	\$10,495.34	5.105	12
BRUSH MEADOW LLC S22, T01 N, R26 E, 2121, PARCEL 1A, TR 1A COS 2121 AMND LESS 4058' FOR LAKE			
D05299A	\$10,348.66	5.105	12
EDGEWOOD HOUSING, LLC S22, T01 N, R26 E, C.O.S. 2121, PARCEL 01B, COS 2121 AMND IN SWNE			
D05318	\$20,483.86	5.105	12
MICHAEL S EASTWOOD TRUST S22, T01 N, R26 E, C.O.S. 979, PARCEL 1, TR 1 COS 979 LESS 15897' FOR LAKE			
D05320	\$2,272.34	5.105	12
GOERTZEN, RON S22, T01 N, R26 E, 1682, PARCEL 001, TR 1 COS 1682 LESS E20' FOR LAKE ELMO			
D05322	\$6,479.23	5.105	12
EASTLICK, SCOTT D S22, T01 N, R26 E, 2241, PARCEL 01A, TR 1A COS 2241 AMND TR 1 IN NESW			

D05323	\$4,247.82	5.105	12
HURRY, LORRI ANN S22, T01 N, R26 E, 2920, PARCEL 001, TR 1 COS 2920 LESS 473' FOR LAKE ELMO			
D05326	\$4,916.96	5.105	12
WEST, VERNON E S22, T01 N, R26 E, 280, PARCEL 00A, TR A COS 280 LESS 3037' FOR LAKE ELMO			
D05327	\$5,478.14	5.105	12
FOOTTIT, PAUL S22, T01 N, R26 E, 280, PARCEL 00B, TR B COS 280 LESS E35' FOR LAKE ELMO(08			
D05328	\$7,132.58	5.105	12
WINDSOR MOBILE HOME PARK LLC S22, T01 N, R26 E, 1109, PARCEL 01A, TR 1A,2A & 4A COS 1109 AMD & TRS 1 & 2			
D05330	\$3,520.57	5.105	12
BALDRY, JOE ANN S22, T01 N, R26 E, 205, PARCEL 002, TR 2 COS 205 LESS E35' FOR LAKE ELMO(08			
D05331	\$6,142.95	5.105	12
HUBER, BENJAMIN J TR 3 COS 205 LESS E35' FOR LAKE ELMO (08)			
D05341	\$9,938.50	5.105	12
FRONTEER REAL ESTATE GROUP CO S22, T01 N, R26 E, 622, PARCEL 00A, TR A COS 622 LESS W20' FOR LAKE ELMO(08			
D05584	\$10,694.22	5.105	12
BWN LLC S27, T01 N, R26 E, 1012, PARCEL 03A, TR 3A COS 1012 AMEND IN NW 1.878 AC (9			
D05584A	\$8,070.95	5.105	12
CRN LLC S27, T01 N, R26 E, C.O.S. 1012, PARCEL 04A, AMEND NW4 27-1N-26E 2.002 ACRES			
D05585	\$13,904.07	5.105	12
CHUN JI LLC OLIVE GLEN SUBD, S27, T01 N, R26 E, BLOCK 001, Lot 002, 1012 LT 2 BLK 1 OLI			
D05586A	\$8,129.57	5.105	12
EASTWOOD, JEFFREY M S27, T01 N, R26 E, 606, PARCEL 0A2, TR A-2 COS 606 AMD IN SENW (LESS 5500 S			
D05587	\$6,933.85	5.105	12
LINDE PROPERTIES LC OLEARY SUBD, S27, T01 N, R26 E, BLOCK 005, Lot 10A, LT 10A BLK 5 O'LEARY SU			
D05591A	\$2,669.80	5.105	12
SCHMIDT, CHARLES W & S27, T01 N, R26 E, 2225, PARCEL 001, TR 1 COS 2225 27 IN26			
D05592	\$1,824.84	5.105	12
SCHMIDT, CHARLES W & GAYLE R ETAL S27, T01 N, R26 E, 2225, PARCEL 002, TR 2 COS 2225			
D11725	\$6,074.52	5.105	12
BALDRY, DORIS			

S27, T01 N, R26 E, C/S 2637 AMND TR 2 .595 AC IN NE4

D11725A \$5,959.32 5.105 12
DEROECK, ROBERT W
S27, T01 N, R26 E, 2637, PARCEL 02B, T0 2 AMND COS 2637 .713 AC IN NE4

2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

3: NOTICE AND HEARING. On Monday, 9/13/2010, at 6:30 p.m., or as soon thereafter as the matter was considered on the agenda of the City Council at a regular meeting held in the Council Chambers of the Police Facility, 220 N. 27th St., Billings, Montana, the City Council held a public hearing to hear comments and/or objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice with at least six (6) days separating each publication in a newspaper of general paid circulation with a periodicals mailing permit. The final publication was made at least 10 days prior to the public hearing per MCA 7-12-4177.

4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

PASSED AND APPROVED this 13th day of September, 2010.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

BY: _____
Cari Martin, City Clerk

Regular City Council Meeting

Date: 09/13/2010

TITLE: Public Hearing SID 2802

PRESENTED BY: Patrick M. Weber, Financial Services Manager

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The assessment for Sidewalk, Curb & Gutter Project No. 2802 has been completed by the Finance Department and is ready to spread on the tax rolls. This project is for Highland School Sidewalks; the east side of 11th Street West between Poly Drive and O'Malley Drive; the north side of O'Malley drive between 11th Street West and Azalea Lane; and the east side of Azalea Lane between O'Malley Drive and Delphinium Drive.

ALTERNATIVES ANALYZED

The Council must hold a public hearing, and then may:

- Approve the resolution; or
- Not approve the resolution, the tax payers will not be assessed, and the General Fund will be responsible for paying for the improvements.

FINANCIAL IMPACT

The net effective interest rate is 4.605 %. Under the State statute 7-12-4189, the City is required to add ½ of 1% for a total rate of 5.105%. The ½ of 1% will be used as additional security on bond issues, as stated in the final bond resolution.

RECOMMENDATION

Staff recommends that a public hearing be held and that Council pass the proposed resolution on September 13, 2010.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution SID 2802

Attachment A

RESOLUTION NO. 10_____

A RESOLUTION LEVYING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 2802, IN THE CITY OF BILLINGS, MONTANA.

WHEREAS, the City created a special improvement district or project known as 2802 and;

WHEREAS, it is necessary to levy a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

1: LEVY AND ASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 2802 of the City of Billings, Montana, there is hereby levied and assessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with interest. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax Code /Owner Name /Legal Description	Assessment Amount	Interest Rate	Years Assessed
A08059 KRESSLEIN, JANET & JOSEPH G GRAHAM SUBD, S31, T01 N, R26 E, BLOCK 002, Lot 001, ALSO LT 2	\$1,239.68	5.105	12
A08060 CHARLOTTE M DONLIN REVOCABLE TRUST GRAHAM SUBD, S31, T01 N, R26 E, BLOCK 002, Lot 003, LOT 3 BLK 2 GRAHAM SUB	\$827.33	5.105	12
A08060A HANSON, EARL J & PEGGY L GRAHAM SUBD, S31, T01 N, R26 E, BLOCK 002, Lot 004, L:4 B:2 GRAHAM SUB	\$835.15	5.105	12
A08061 JARRATT, C ALAN GRAHAM SUBD, S31, T01 N, R26 E, BLOCK 002, Lot 005, LOT 5 BLK 2 GRAHAM SUB	\$854.73	5.105	12
A08062 BUCHANAN, JUDITH K	\$730.76	5.105	12

GRAHAM SUBD, S31, T01 N, R26 E, BLOCK 002, Lot 006			
A08063	\$1,226.63	5.105	12
ELIASON, JIM & DEBBIE FAMILY TRUST			
GRAHAM SUBD, S31, T01 N, R26 E, BLOCK 002, Lot 007, LTS 7 & 8 BLK 2 GRAHAM			
A08066	\$1,361.53	5.105	12
JOYCE, JOHN S			
GRAHAM SUBD 721, S31, T01 N, R26 E, BL			
A08067	\$1,870.95	5.105	12
PUMPHREY, ROBERT M JR			
GRAHAM SUBD, S31, T01 N, R26 E, BLOCK 002, Lot 012			
A08068	\$1,294.16	5.105	12
NICHOL, JACK & LOIS B			
GRAHAM SUBD, S31, T01 N, R26 E, BLOCK 002, Lot 013			
A12919	\$665.51	5.105	12
KOCH, ZENDA N			
POLY ADD, S31, T01 N, R26 E, Lot 003, N90 FT LT 3-4 POLY ADD			
A12920	\$1,285.36	5.105	12
SANDER, SILVY KURTH & GEORGIA W			
POLY ADD, S31, T01 N, R26 E, Lot 003, S30 FT 3-5 POLY ADD			
A12921	\$1,011.32	5.105	12
HAWKINS, MARY E TRUSTEE			
POLY ADD, S31, T01 N, R26 E, Lot 006, LT 6 N11 FT LT 7 POLY ADD			
A12922	\$696.83	5.105	12
CUFF, HARRY A & JUDITH B			
POLY ADD, S31, T01 N, R26 E, Lot 007, LT 7 LESS N11 FT POLY ADD			
A12941	\$1,054.87	5.105	12
PAIGE L SPALDING REVOCABLE TRUST			
POLY ADD 2ND FILING 721, S31, T01 N, R26 E, Lo			
A12941A	\$2,822.16	5.105	12
VENTRELL, LOUIS & CAROL L			
POLY ADD 2ND FILING 721, S31, T01 N, R26 E, Lo			

2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

3: NOTICE AND HEARING. On Monday, 9/13/2010, at 6:30 p.m., or as soon thereafter as the matter was considered on the agenda of the City Council at a regular meeting held in the Council Chambers of the Police Facility, 220 N. 27th St., Billings, Montana, the City Council held a public hearing to hear comments and/or objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice with at least six (6) days

separating each publication in a newspaper of general paid circulation with a periodicals mailing permit. The final publication was made at least 10 days prior to the public hearing per MCA 7-12-4177.

4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

PASSED AND APPROVED this 13th day of September, 2010.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

BY: _____
Cari Martin, City Clerk

Regular City Council Meeting

Date: 09/13/2010

TITLE: Public Hearing SID 2803

PRESENTED BY: Patrick M. Weber, Financial Services Manager

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The assessment for Sidewalk, Curb & Gutter Project No. 2803 has been completed by the Finance Department and is ready to spread on the tax rolls. These project improvements are for Alkali Creek Road, Black Pine to Aronson.

ALTERNATIVES ANALYZED

The Council must hold a public hearing, and then may:

- Approve the resolution; or
- Not approve the resolution, the tax payers will not be assessed, and the General Fund will be responsible for paying for the improvements.

FINANCIAL IMPACT

The net effective interest rate is 4.605 %. Under the State statute 7-12-4189, the City is required to add ½ of 1% for a total rate of 5.105 %. The ½ of 1% will be used as additional security on bond issues, as stated in the final bond resolution.

RECOMMENDATION

Staff recommends that a public hearing be held and that Council pass the proposed resolution on September 13, 2010.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution SID 2803

Attachment A

RESOLUTION NO. 10_____

A RESOLUTION LEVYING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 2803, IN THE CITY OF BILLINGS, MONTANA.

WHEREAS, the City created a special improvement district or project known as 2803 and;

WHEREAS, it is necessary to levy a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

1: LEVY AND ASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 2803 of the City of Billings, Montana, there is hereby levied and assessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with interest. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax Code /Owner Name /Legal Description	Assessment Amount	Interest Rate	Years Assessed
A10565A AABERG, STEPHEN A & LOGAN ACRES (C/S NO 34), S28, T01 N, R26 E, TR 1B-1-2 OF COS 34	\$5,017.61	5.105	12
A10567A RICHHOLT, TIMOTHY & MELISSA I LOGAN ACRES (C/S NO 34), S28, T01 N, R26 E, Lot 3B1, TR 3B1 C/S 34 AMND TR	\$5,515.75	5.105	12
A13373 TORGERSON, MICHAEL & JENNIFER ROLLE SUBD, S28, T01 N, R26 E, BLOCK 002, Lot 009, LT 8-9 BLK 2 ROLLE SUBD	\$7,800.71	5.105	12
C12209 PICKENS, MARLENE S28, T01 N, R26 E, 2055, PARCEL 002, UNIT 1 MORNINGSIDE HOMES 1/12% INT IN	\$5,393.68	5.105	12
C12210	\$5,393.68	5.105	12

PICKENS, JAMES L S28, T01 N, R26 E, 2055, PARCEL 002, UNIT 2 MORNINGSIDE HOMES 1/12% INT IN			
C12211	\$5,393.68	5.105	12
TURLEY, JAMES E TRUSTEE S28, T01 N, R26 E, 2055, PARCEL 002, UNIT 3 MORNINGSIDE HOMES 1/12% INT IN			
C12212	\$5,393.68	5.105	12
NICHOLS, GARY E S28, T01 N, R26 E, 2055, PARCEL 002, UNIT 4 MORNINGSIDE HOMES 1/12% INT IN			
C12213	\$5,393.68	5.105	12
NICHOLS, GARY E S28, T01 N, R26 E, 2055, PARCEL 002, UNIT 5 MORNINGSIDE HOMES 1/12% INT IN			
C12220	\$5,393.68	5.105	12
LARSEN, MATT G & TERESA S28, T01 N, R26 E, 2055, PARCEL 002, UNIT 12 MORNINGSIDE HOMES 1/12% INT IN			

2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

3: NOTICE AND HEARING. On Monday, 9/13/2010, at 6:30 p.m., or as soon thereafter as the matter was considered on the agenda of the City Council at a regular meeting held in the Council Chambers of the Police Facility, 220 N. 27th St., Billings, Montana, the City Council held a public hearing to hear comments and/or objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice with at least six (6) days separating each publication in a newspaper of general paid circulation with a periodicals mailing permit. The final publication was made at least 10 days prior to the public hearing per MCA 7-12-4177.

4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

PASSED AND APPROVED this 13th day of September, 2010.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

BY: _____
Cari Martin, City Clerk

Regular City Council Meeting

Date: 09/13/2010

TITLE: Public Hearing SID 2804

PRESENTED BY: Patrick M. Weber, Financial Services Manager

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The assessment for Sidewalk, Curb & Gutter Project No. 2804 has been completed by the Finance Department and is ready to spread on the tax rolls. This project assesses two properties on Poly Drive at 41st Street West.

ALTERNATIVES ANALYZED

The Council must hold a public hearing, and then may:

- Approve the resolution; or
- Not approve the resolution, the tax payers will not be assessed, and the General Fund will be responsible for paying for the improvements.

FINANCIAL IMPACT

The net effective interest rate is 4.605 %. Under the State statute 7-12-4189, the City is required to add ½ of 1% for a total rate of 5.105 %. The ½ of 1% will be used as additional security on bond issues, as stated in the final bond resolution.

RECOMMENDATION

Staff recommends that a public hearing be held and that Council pass the proposed resolution on September 13, 2010.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution SID 2804

Attachment A

RESOLUTION NO. 10_____

A RESOLUTION LEVYING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 2804, IN THE CITY OF BILLINGS, MONTANA.

WHEREAS, the City created a special improvement district or project known as 2804 and;

WHEREAS, it is necessary to levy a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

1: LEVY AND ASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 2804 of the City of Billings, Montana, there is hereby levied and assessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with interest. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax Code /Owner Name /Legal Description	Assessment Amount	Interest Rate	Years Assessed
C02233 CORTEZ, WILLIAM M & ANNETTE M RUSH SUBD, S33, T01 N, R25 E, BLOCK 008, Lot 001, LT 1-4 AMND BLK 8 RUSH SU	\$1,609.43	5.105	12
D04718 ELLIS, SHELLEY M S33, T01 N, R25 E, 3209, PARCEL 002, TR 2 COS 3209 IN NWNE4	\$2,358.58	5.105	12

2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

3: NOTICE AND HEARING. On Monday, 9/13/2010, at 6:30 p.m., or as soon thereafter as the matter was considered on the agenda of the City Council at a regular meeting held in the Council Chambers of the Police Facility, 220 N. 27th St., Billings, Montana, the City Council held a public hearing to hear comments and/or objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice with at least six (6) days separating each publication in a newspaper of general paid circulation with a periodicals mailing permit. The final publication was made at least 10 days prior to the public hearing per MCA 7-12-4177.

4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

PASSED AND APPROVED this 13th day of September, 2010.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

BY: _____
Cari Martin, City Clerk

Regular City Council Meeting

Date: 09/13/2010

TITLE: Public Hearing SID 2805

PRESENTED BY: Patrick M. Weber, Financial Services Manager

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The assessment for Sidewalk, Curb & Gutter Project No. 2805 has been completed by the Finance Department and is ready to spread on the tax rolls. This project is for developer and miscellaneous property improvements in various locations around the city.

ALTERNATIVES ANALYZED

The Council must hold a public hearing, and then may:

- Approve the resolution; or
- Not approve the resolution, the tax payers will not be assessed, and the General Fund will be responsible for paying for the improvements.

FINANCIAL IMPACT

The total cost of the bonds is \$244,000. The net effective interest rate is 4.605 %. Under the State statute 7-12-4189, the City is required to add ½ of 1% for a total rate of 5.105 %. The ½ of 1% will be used as additional security on bond issues, as stated in the final bond resolution.

RECOMMENDATION

Staff recommends that a public hearing be held and that Council pass the proposed resolution on September 13, 2010.

APPROVED BY CITY ADMINISTRATOR

Attachments

Resolution SID 2805

Attachment A

RESOLUTION NO. 10_____

A RESOLUTION LEVYING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 2805, IN THE CITY OF BILLINGS, MONTANA.

WHEREAS, the City created a special improvement district or project known as 2805 and;

WHEREAS, it is necessary to levy a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

1: LEVY AND ASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 2805 of the City of Billings, Montana, there is hereby levied and assessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with interest. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax Code /Owner Name /Legal Description	Assessment Amount	Interest Rate	Years Assessed
A00737 RIDER, THEODORE J & MARIAN COOKE & BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 104, Lot 014, LTS 15-1	\$8,464.44	5.105	12
A01290 HAFER, RANDY & JANNA BILLINGS ORIGINAL TOWNSITE	\$3,251.73	5.105	12
A01407 BLACK, CYNTHIA K & BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 201, Lot 011, LTS 11-1	\$5,666.23	5.105	12
A01674 SCHANZ, RACHEL & ARTHUR BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 225, Lot 001, LTS 1-2	\$5,746.27	5.105	12
A01675 KRAMER, MARTIN E	\$1,092.82	5.105	12

BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 225, Lot 003, LT 3 BLK			
A01676	\$1,179.80	5.105	12
THOMPSON, CARA LEE			
BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 225, Lot 004, LT 4 BLK			
A01677	\$406.20	5.105	12
ROMO, YSABEL			
BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 225, Lot 005, LTS 5-6			
A01678	\$2,150.31	5.105	12
TODD, JASON L			
BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 225, Lot 007, LTS 7-8			
A01679	\$2,275.02	5.105	12
LONGHORN PROPERTIES LLP			
BILLINGS ORIGINAL TOWNSITE		613, S03, T01 S, R26 E, BL	
A01680	\$203.10	5.105	12
LAWS, BENJAMIN A III			
BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 225, Lot 011, E2 LTS 1			
A01680A	\$2,742.53	5.105	12
ROBINSON, STEVE			
BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 225, Lot 011, W2 LT 11			
A01681	\$3,114.28	5.105	12
GALLE, ANGELA R			
BILLINGS ORIGINAL TOWNSITE		613, S03, T01 S, R26 E, BL	
A01682	\$1,982.10	5.105	12
KAISER, KRISTI L			
BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 225, Lot 013, W2 LTS 1			
A01683	\$1,162.36	5.105	12
LYTLE FAMILY IRREVOCABLE TRUST			
BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 225, Lot 015, LT 15 BL			
A01684	\$1,075.16	5.105	12
LYTLE FAMILY IRREVOCABLE TRUST			
BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 225, Lot 016, LT 16 BL			
A01685	\$406.20	5.105	12
MAGANA, ANTONIO & MARIBEL			
BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 225, Lot 017, LTS 17-1			
A01686	\$1,218.59	5.105	12
FRIENDSHIP HOUSE OF CHRISTIAN			
BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 225, Lot 019, LTS 19-2			
A01969	\$1,351.31	5.105	12
CHILTON, PATRICIA M & WAYNE A			
BILLINGS FIRST ADD, S33, T01 N, R26 E, BLOCK 270, Lot 001, L:1 & 2 B:270 BI			
A01970	\$837.18	5.105	12
FELT, MICHAEL A M			
BILLINGS FIRST ADD, S33, T01 N, R26 E, BLOCK 270, Lot 003, LTS 3,4 BLK 270			

A01971	\$1,744.12	5.105	12
TRESIDDER, DENNIS BILLINGS FIRST ADD, S33, T01 N, R26 E, BLOCK 270, Lot 005, LT 5-6 BLK 270 B			
A01972	\$2,788.07	5.105	12
TRESIDDER, DENNIS BILLINGS FIRST ADD, S33, T01 N, R26 E, BLOCK 270, Lot 007, LT 7-8 BLK 270 B			
A01987	\$2,597.44	5.105	12
CUMMINGS, BARRY K & LINDA S S33, T01 N, R26 E, 601, PARCEL 00A, TR A COS 601			
A01989	\$2,498.95	5.105	12
WILSON, ANDREW E & LAURA L BILLINGS FIRST ADD, S33, T01 N, R26 E, BLOCK 271, Lot 014, SW5'X90' L:14 AL			
A01990	\$1,902.11	5.105	12
BAER, THOMAS W SR & CAROL J BILLINGS FIRST ADD, S33, T01 N, R26 E, BLOCK 271, Lot 017, L:17 & 18 B:271			
A01991	\$1,731.29	5.105	12
YATES, LORRAINE M BILLINGS FIRST ADD, S33, T01 N, R26 E, BLOCK 271, Lot 019, LTS:19 & 20 B:27			
A01992	\$6,663.13	5.105	12
SCHULTZ, WILLIAM K & LOUISE M TRSTE BILLINGS FIRST ADD, S33, T01 N, R26 E, BLOCK 271, Lot 021, L:21-24 B:271 1S			
A03131	\$423.82	5.105	12
RIGGS, STEVEN R S31, T01 N, R26 E, 389, PARCEL 000, COS 389 IN S2SENEWSE4 31-1N-26E			
A04129	\$606.21	5.105	12
NEILL, DARCY M & DOUG A & GINA M CARLSON SUBD 723, S36, T01 N, R25 E, BL			
A04933	\$642.45	5.105	12
NELSON, ANDREW B & CANDICE M CLANTON HEIGHTS SUBD, S31, T01 N, R26 E, BLOCK 001, Lot 020, N54'LTS 20-23			
A05187	\$771.46	5.105	12
LARSEN DECORATORS INC COLLEGE SUBD 1ST FILING, S31, T01 N, R26 E, BLOCK 004, Lot 016, LT 16-18 BL			
A06511	\$1,204.88	5.105	12
RAMBOLDT, THOMAS I & CATHERINE J EATON, L T SUBD, S36, T01 N, R25 E, BLOCK 002, Lot 010, LT 10 BLK 2 L T EAT			
A06566	\$7,200.49	5.105	12
BAUKEMA, THERESA A ECKROTH SUBD, S05, T01 S, R26 E, BLOCK 001, Lot 005, LT 5, 6 W2 LT 7 BLK 1			
A06912	\$4,776.07	5.105	12
HABEL, LUCILLE F EVERGREEN SUBD 2ND FILING, S36, T01 N, R25 E, BLOCK 016, Lot 008, LT 8 BLK			
A07235	\$2,337.19	5.105	12
LAUDON, JOHN L			

A09293	\$3,129.73	5.105	12
HAY CORPORATION HOUSER SUBD, S05, T01 S, R26 E, BLOCK 002, Lot 021, L:21 & 22 B:2 HOUSER SU			
A09775	\$262.79	5.105	12
REHBERG, DENNIS R & JANICE L KOBER SUBD 3RD FILING, S36, T01 N, R25 E, BLOCK 009, Lot 003, ALSO LT 4			
A09881	\$64.76	5.105	12
KELLER, HERBERT J & DONNA MAE KOBER SUBD 3RD FILING, S36, T01 N, R25 E, BLOCK 015, Lot 035, LT 36 W 22 FT			
A09882	\$866.83	5.105	12
SHENEMAN, JASON J & RHONDA L KOBER SUBD 3RD FILING, S36, T01 N, R25 E, BLOCK 015, Lot 037, LTS 38&39 & W			
A10782	\$483.27	5.105	12
LARSEN, GLEN A ROUSE SUB, S36, T01 N, R25 E, BLOCK 001, Lot 001, LT 1 BLK 1 ROUSE SUBD			
A13024A	\$6,214.64	5.105	12
LOHOF, ALAN W & JENNIFER A POLY VISTA SUBD, S34, T01 N, R25 E, BLOCK 010, Lot 013, LT 13 BLK 10 & ADJ			
A13024B	\$7,873.48	5.105	12
FRENCH, DON E & PATRICIA S POLY VISTA SUBD, S34, T01 N, R25 E, BLOCK 010, Lot 014, LT 14 BLK 10 & ADJ			
A13161	\$6,713.44	5.105	12
MAXWELL, CHARLES R & CAROL J REIMERS PARK SUBD, S27, T01 N, R25 E, BLOCK 001, Lot 01A, LT 1A BLK 1 REIME			
A13333	\$1,329.89	5.105	12
PLATH, ROSEANNE M ROBBINS SUBD, S05, T01 S, R26 E, BLOCK 001, Lot 001, E2 LT 1 BLK 1 ROBBINS			
A13443	\$290.69	5.105	12
MILLER, CLIFTON C ROSEDALE SUBD, S06, T01 S, R26 E, BLOCK 001, Lot 012, LT 12 BLK 1 AMND ROSE			
A13445	\$1,472.32	5.105	12
GOLDY, CHARLES B JR ROSEDALE SUBD, S06, T01 S, R26 E, BLOCK 001, Lot 014, LT 14 BLK 1 AMND ROSE			
A13448	\$1,116.21	5.105	12
LOGAN, LINDA F TRUSTEE OF THE ROSEDALE SUBD, S06, T01 S, R26 E, BLOCK 004, Lot 001, LT 1 BLK 4 AMND ROSED			
A13449	\$1,203.98	5.105	12
HALVERSON, CLARA L ROSEDALE SUBD, S06, T01 S, R26 E, BLOCK 004, Lot 002, LT 2 BLK 4 AMND ROSED			
A13450	\$1,382.46	5.105	12
HEDGES, PATRICK A & KIRSTINA E ROSEDALE SUBD 817, S06, T01 S, R26 E, BL			
A13451	\$1,778.78	5.105	12
FOX, RICHARD A & JUDY K			

ROSEDALE SUBD, S06, T01 S, R26 E, BLOCK 004, Lot 004, LT 4 BLK 4 AMND ROSED			
A13468	\$2,451.40	5.105	12
ARNOLD, JOHN J & LORRAINE			
ROSEDALE SUBD, S06, T01 S, R26 E, BLOCK 006, Lot 005, LT 5 BLK 6 AMND ROSED			
A13559	\$684.61	5.105	12
CHARNESKY, GREG			
ROSEDALE SUBD 2ND FILING, S06, T01 S, R26 E, BLOCK 003, Lot 017, LT 17-18 B			
A13568	\$2,208.25	5.105	12
JOHNSTON, MARJORIE R			
ROSEDALE SUBD 2ND FILING, S06, T01 S, R26 E, BLOCK 004, Lot 008, LT 8 BLK 4			
A13569	\$2,178.91	5.105	12
KNIGHT, ROBERT W JR			
ROSEDALE SUBD 2ND FILING, S06, T01 S, R26 E, BLOCK 004, Lot 009, LT 9 BLK 4			
A13570	\$1,028.50	5.105	12
TOUSLEY, JOSHUA D & TINA M			
ROSEDALE SUBD 2ND FILING, S06, T01 S, R26 E, BLOCK 004, Lot 010, LT 10 BLK			
A13571	\$709.38	5.105	12
FERRIS, ORRIN & SHARON L			
ROSEDALE SUBD 2ND FILING, S06, T01 S, R26 E, BLOCK 004, Lot 011, LT 11 BLK			
A13572	\$596.26	5.105	12
JOHNSON & LYLES, INC			
ROSEDALE SUBD 2ND FILING, S06, T01 S, R26 E, BLOCK 004, Lot 012, LT 12 BLK			
A13573	\$695.32	5.105	12
AMANN, CHARLOTTE			
ROSEDALE SUBD 2ND FILING, S06, T01 S, R26 E, BLOCK 004, Lot 013, LT 13 BLK			
A13574	\$1,316.23	5.105	12
HERT, CLARICE I			
ROSEDALE SUBD 2ND FILING, S06, T01 S, R26 E, BLOCK 004, Lot 014, LT 14 BLK			
A14733	\$1,438.38	5.105	12
AZURE, MARJORIE BELL			
STATE REALTY ADD, S10, T01 S, R26 E, BLOCK 007, Lot 021, LT 21-22 BLK 7 STA			
A16098	\$4,542.68	5.105	12
SLOANE FAMILY REVOCABLE TRUST, THE			
SUNCREST ACRES 1ST FILING		723, S31, T01 N, R26 E, BL	
A16654	\$2,061.84	5.105	12
NEAL, CLAREN			
SUNSET SUBD 2ND FILING, S05, T01 S, R26 E, BLOCK 001, Lot 001, LT 1 BLK 1 S			
A16658	\$2,605.23	5.105	12
HAWS, HELEN W			
SUNSET SUBD 2ND FILING, S05, T01 S, R26 E, BLOCK 001, Lot 005, LT 5 BLK 1 S			
A16659	\$683.04	5.105	12
SHANE, CAROLYN M REVOCABLE TRUST			
SUNSET SUBD 2ND FILING, S05, T01 S, R26 E, BLOCK 001, Lot 006, LT 6 BLK 1 S			

A16666	\$1,276.49	5.105	12
BARTHEL, FREDERICK S & TARA KLENA SUNSET SUBD 2ND FILING, S05, T01 S, R26 E, BLOCK 002, Lot 005, E50 FT LT 5			
A17675	\$2,187.12	5.105	12
DAHL INVESTMENTS INC FKA WEST SIDE ADD, S04, T01 S, R26 E, BLOCK 002, Lot 037, LT 37-40 BLK 2 WEST S			
A18829	\$1,089.81	5.105	12
RIOJAS, WENDY YEGEN SECOND ADD, S03, T01 S, R26 E, BLOCK 009, Lot 017, LT 17-18 BLK 9 YEG			
A21582	\$814.49	5.105	12
O'BRIEN, TERRANCE L & KATHLEEN C WILSHIRE HEIGHTS SUBD 7TH, S27, T01 N, R25 E, BLOCK 006, Lot 009, LT 9 BLK			
A21584	\$958.40	5.105	12
CASEY, T MICHAEL & MARTHA J MESSEX WILSHIRE HEIGHTS SUBD 7TH, S27, T01 N, R25 E, BLOCK 006, Lot 011, LT 11 BLK			
A21585	\$696.65	5.105	12
DEPNER, MICHAEL E & BARBARA J WILSHIRE HEIGHTS SUBD 7TH, S27, T01 N, R25 E, BLOCK 006, Lot 012, LT 12 BLK			
A21586	\$795.43	5.105	12
PRESCOTT, ARTHUR J & JANE H WILSHIRE HEIGHTS SUBD 7TH, S27, T01 N, R25 E, BLOCK 006, Lot 013, LT 13 BLK			
A24846	\$1,261.38	5.105	12
STREMCHA, DANIEL S & MARLA T TERRACE ESTATES SUB 2ND FILING, S20, T01 N, R26 E, BLOCK 012, Lot 003, LT 3			
A27989	\$81.02	5.105	12
B & P LEASING OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 1 PONDEROSA			
A27990	\$81.02	5.105	12
HAMAN, ALICE M OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 2 PONDEROSA			
A27991	\$81.02	5.105	12
BENNETT, MARLENE V OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 3 PONDEROSA			
A27992	\$81.02	5.105	12
PARIS, ROSE ELLEN & GREGORY DON OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 4 PONDEROSA			
A27993	\$81.02	5.105	12
OAKLAND, SHARON M OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 5 PONDEROSA			
A27994	\$81.02	5.105	12
PROPP, MANDIE R OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 6 PONDEROSA			
A27995	\$81.02	5.105	12
B & P LEASING			

OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 7 PONDEROSA			
A27996	\$81.02	5.105	12
KUHN, EDNALA			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 8 PONDEROSA			
A27997	\$81.02	5.105	12
LANG, MILTON H JR			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 9 PONDEROSA			
A27998	\$81.02	5.105	12
RONNING, ROBERT B			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 10 PONDEROSA			
A27999	\$81.02	5.105	12
SCHEER, MELINDA M			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 11 PONDEROSA			
A28000	\$81.02	5.105	12
FORSETH, EIVIND B & JUDITH L			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 12 PONDEROSA			
A28001	\$81.02	5.105	12
PARKER, KOLEEN F			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 13 PONDEROSA			
A28002	\$81.02	5.105	12
KELIM, RHONDA L & RONALD D			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 14 PONDEROSA			
A28003	\$81.02	5.105	12
KING, JUSTIN J			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 15 PONDEROSA			
A28004	\$81.02	5.105	12
OAKLAND, RICH			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 16 PONDEROSA			
A28005	\$81.02	5.105	12
BURGARD FAMILY TRUST &			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 17 PONDEROSA			
A28006	\$81.02	5.105	12
PREVOST, ANDREA			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 18 PONDEROSA			
A28007	\$81.02	5.105	12
GUTHRIE, RAYMOND F & VIRGINIA A			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 19 PONDEROSA			
A28008	\$81.02	5.105	12
CLARK, JOHN W			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 20 PONDEROSA			
A28009	\$81.02	5.105	12
STINSON, CHRISTOPHER & CARI			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 21 PONDEROSA			

A28010	\$81.02	5.105	12
FLEMING, SCOTT RYAN			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 22 PONDEROSA			
A28011	\$81.02	5.105	12
CARLSON, DEON L			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 23 PONDEROSA			
A28012	\$81.02	5.105	12
JOKI, MARGARET RAE & KENNETH M			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 24 PONDEROSA			
A28013	\$81.02	5.105	12
ECHEVERRI, ARTURO			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 25 PONDEROSA			
A28014	\$81.02	5.105	12
B & P LEASING			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 26 PONDEROSA			
A28015	\$81.02	5.105	12
FREEMAN, CALLIE			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 27 PONDEROSA			
A28016	\$81.02	5.105	12
KORBER, JOHN E			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 28 PONDEROSA			
A28017	\$81.02	5.105	12
LONE ANTELOPE PROPERTIES LLC			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 29 PONDEROSA			
A28018	\$81.02	5.105	12
SEBORG, MYRNA R			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 30 PONDEROSA			
A28019	\$81.02	5.105	12
CRAMPTON, KELSEY			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 31 PONDEROSA			
A28020	\$81.02	5.105	12
DUNNING, KEE A			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 32 PONDEROSA			
A28021	\$81.02	5.105	12
B & P LEASING			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 33 PONDEROSA			
A28022	\$81.02	5.105	12
TEMME, LOWELL TRUSTEE			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 34 PONDEROSA			
A28023	\$81.02	5.105	12
JOHNSON, ABIGAIL C			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 35 PONDEROSA			
A28024	\$81.02	5.105	12
RALPH, WILLIAM M			

OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 36 PONDEROSA			
A28025	\$81.02	5.105	12
YELVINGTON, TAMARIA			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 37 PONDEROSA			
A28026	\$81.02	5.105	12
LARSON, CAROL E			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 38 PONDEROSA			
A28027	\$81.02	5.105	12
HAMMEL, MARILYN K			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 39 PONDEROSA			
A28028	\$81.02	5.105	12
PAIGE, PATRICK K			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 40 PONDEROSA			
A28029	\$81.02	5.105	12
BOWLES, PATRICK D & BARBARA			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 41 PONDEROSA			
A28030	\$81.02	5.105	12
BRUHAUG, EDWARD O &			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 42 PONDEROSA			
A28031	\$81.02	5.105	12
BOEHS BARBARA B			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 43 PONDEROSA			
A28032	\$81.02	5.105	12
HEMMER, DOROTHY M			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 44 PONDEROSA			
A28033	\$81.02	5.105	12
CHARETTE, FRED A			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 45 PONDEROSA			
A28034	\$81.02	5.105	12
HICKEL, ROSALIE A			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 46 PONDEROSA			
A28035	\$81.02	5.105	12
RHEA, ERIC M			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 47 PONDEROSA			
A28036	\$81.02	5.105	12
CUCCIARDI, MICHAEL L & CHERYL			
UNIT 48 PONDEROSA TOWNHOMES PHASE 1 1/55 INT IN COMMON ELEMENTS 1.818% OWNR			
A28037	\$81.02	5.105	12
BLUM, BLANCHE E			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 49 PONDEROSA			
A28038	\$81.02	5.105	12
WORTHINGTON, BETTY L			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 50 PONDEROSA			

A28039	\$81.02	5.105	12
LICH, VAL			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 52 PONDEROSA			
A28040	\$81.02	5.105	12
WANCHENA, SHAWN D			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 54 PONDEROSA			
A28041	\$81.02	5.105	12
HEINAMAN, CHARLES P			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 56 PONDEROSA			
A28042	\$81.02	5.105	12
KLUSMANN, DULCIE O			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 3920 PONDERO			
A28043	\$81.02	5.105	12
TAYLOR, WANELTA R			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 3922 PONDERO			
C05676	\$1,918.98	5.105	12
HEFTY, BRIANNE			
MILLICE PARK SUBD 5TH FILING, S01, T01 S, R25 E, BLOCK 011, Lot 011, LT 11			
D05335	\$9,430.93	5.105	12
SCHOOL DISTRICT #2			
S22, T01 N, R26 E, 408, PARCEL 00B, COS 408 AMEND TRS B & C AND LAMMERS SUB			
E00097	\$7,280.77	5.105	12
B & P LEASING			
OLYMPIC PARK SUBD, S11, T01 S, R25 E, BLOCK 017, Lot 001, UNIT 7 PONDEROSA			

2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

3: NOTICE AND HEARING. On Monday, 9/13/2010, at 6:30 p.m., or as soon thereafter as the matter was considered on the agenda of the City Council at a regular meeting held in the Council Chambers of the Police Facility, 220 N. 27th St., Billings, Montana, the City Council held a public hearing to hear comments and/or objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice with at least six (6) days separating each publication in a newspaper of general paid circulation with a periodicals mailing permit. The final publication was made at least 10 days prior to the public hearing per MCA 7-12-4177.

4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

PASSED AND APPROVED this 13th day of September, 2010.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

BY: _____
Cari Martin, City Clerk

Regular City Council Meeting

Date: 09/13/2010

TITLE: Downtown Billings Partnership Project Approval Request

PRESENTED BY: Bruce McCandless, Asst City Administrator

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The City and the Downtown Billings Partnership (DBP) annually approve an operating agreement that outlines the responsibilities of each party and compensation for managing projects in the Expanded N. 27th Street urban renewal and tax increment district. A provision in the agreement requires that new projects be submitted for City Council approval. On August 27th, the DBP Board approved and recommended two (2) projects: up to \$15,000 to purchase a large tent and associated equipment for staging downtown street events and equally share the cost, up to \$15,000, with the Tourism Business Improvement District (TBID) for a feasibility study for a privately owned and operated conference center in the vicinity of Montana Ave. and N. 27th Street. The City Council will consider these requests at this meeting.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the DBP request for approval of two projects in FY 2011. The DBP would be able to expend funds for the two named projects and their progress will be reported by the DBP in its quarterly and annual reports to the City. Approval could also take the form of approving only one (1) of the proposed projects.
- Disapprove the DBP request for approval of two projects in FY 2011. The DBP would not be able to expend funds for these proposed projects, it would retain the spending authority for other urban renewal projects and would need to request City Council approval when it identifies those other projects.
- Approval with less spending authority. However, this will not work well for these projects because one project is to purchase a single item and the other requires a contract for services. Both require a firm commitment of funds because a contract could not be executed and a purchase could not be made without adequate funding for the entire expenditure.

FINANCIAL IMPACT

The Expanded N. 27th Urban Renewal and Tax Increment District received \$475,409 in tax year 2009/FY 2010. This is almost \$200,000 higher than predicted and results in a larger carryover for FY 2011. The estimate was kept low because tax year 2009 is the first year of the six year statewide reappraisal. The City needed to be conservative with its revenue estimation because reappraisal results are nearly impossible to predict. Even with the lower carryover estimate, the DBP can demonstrate that it has sufficient funds for these two projects and enough remaining balance to finance other urban renewal projects later in the year.

RECOMMENDATION

Staff recommends that City Council approve the DBP request for two (2) projects in the Expanded N. 27th Street urban renewal district. The projects are: up to \$15,000 for a privately owned and operated conference center study, with the cost being equally split with the TBID and up to \$15,000 to purchase a large tent and equipment for staging downtown events.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Date: 09/13/2010

TITLE: Teamsters Contract Approval

PRESENTED BY: Tina Volek

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

A 1-year contract with Teamsters Union Local 190 was tentatively approved on Aug. 23, 2010, and is being presented to the City Council for approval. The 360 members of the Teamsters Local in the City of Billings are expected to vote on the contract before the City Council is scheduled to consider it at the September 13th meeting. A report on the outcome of the Local vote will be made at the City Council meeting.

The contract, Attachment A, covers a period from July 1, 2010, to June 30, 2011. If approved, it would expire at the same time as a Billings Police Department Montana Public Employees Association Contract. The major changes in the attached contract are as follows:

- Agreement on the adoption of a Teamsters' Random Drug/Alcohol and Reasonable Suspicion Policy and Procedures that expands accountability to all full time or part time Teamsters who work in hazardous environments, security positions, positions affecting public safety, or fiduciary positions. Currently, random drug/alcohol testing applies only to Teamsters subject to Commercial Drivers' License or Federal Transportation Administration testing;
- Addition of three Teamster-selected employees to the Citywide Safety Committee;
- Improvements in the grievance process, including an agreement that all grievable disputes or claims first must proceed through grievance before going to arbitration or an alternative review process; and
- A 2.9% pay increase retroactive to July 1, 2010.

The Teamsters Drug/Alcohol and Reasonable Suspicion Policy is scheduled to be adopted by resolution at the September 27 City Council meeting, along with a companion policy that sets the same standards for non-represented and elected City officials.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the attached contract;
- Propose modifications leading to additional bargaining on the contract; or
- Reject the contract , leading to additional bargaining.

FINANCIAL IMPACT

Total estimated cost of the salary increase for Teamsters is \$520,925.83, including FICA, Medicare, Workers' Comp and Unemployment. The cost will be spread across 17 Funds. Budget amendments are in a separate agenda item on September 13.

RECOMMENDATION

It is recommended that the City Council approve the 1-year Teamsters contract.

APPROVED BY CITY ADMINISTRATOR

Attachments

Contract

A G R E E M E N T

**TEAMSTERS - LOCAL 190
AND
CITY OF BILLINGS**

EFFECTIVE DATES:

**JULY 1, 2010
through
JUNE 30, 2011**

Deleted: 2007

Deleted: 2010

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Attachments:

- Departmental Order, Order Number 019B, Subject: Airport Standby/Pager Policy
- Departmental Order, Order Number 20, Subject: ARFF/AFM Division Holiday Pay Policy
- Letter of Understanding, Winter Overtime policy for the Department of Aviation & Transit ARFF/AFM employees.
- Teamster Range Placement Table

P R E A M B L E

THE CITY OF BILLINGS, MONTANA, hereinafter referred to as "Employer" and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 190, hereinafter referred to as "Union," have agreed as follows:

ARTICLE 1 - RECOGNITION

- 1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all City employees in the classifications listed in Attachment A.

A temporary employee is defined as an employee that is hired to temporarily replace an absent full-time employee or to fill in for a heavy workload in a particular work unit.

The City agrees that any temporary or on-call employee will be a member of the bargaining unit if that employee works for more than 1,056 hours or 182 days, whichever comes first in a 365-day period in any twelve-month period.

Due to the nature of recreation programs, temporary employees in the Recreation Division may work more than 1,056 hours or 182 days, whichever comes first in a 365-day cycle. These temporary employees customarily work on a variety of programs.

The City agrees that no temporary or on-call employee will be used to circumvent any part of the labor agreement. When overtime is required, members of the bargaining unit will have the option of working the overtime.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.1 The Union recognizes the prerogative of the City to unilaterally operate its affairs in all respects in accordance with its responsibilities; and the powers, discretion, or authority which the City has not expressly granted to the Union by this Agreement are retained by the City, and in such areas as, but not limited to the following, to-wit:

- A. Direct employees;
- B. Hire, promote, transfer, assign, and retain employees;
- C. Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive;
- D. Maintaining the efficiency of government operations;
- E. Determine the methods, means, job classifications, and personnel by which operations of the City of Billings are to be conducted;

- F. Taking whatever actions may be necessary to carry out the mission of the City of Billings in situations of emergency;
 - G. Establishing the methods, standards, and processes by which work is to be performed;
 - H. Scheduling and assigning work, including overtime and leaves, in a manner most advantageous to the City and its requirements subject to seniority and qualifications.
- 2.2 The Union recognizes that the Employer has statutory and other rights and obligations in contracting for matters relating to municipal operation. The right of contracting or subcontracting is vested in Employer; however, it is recognized that this right is a concern to the Union and its members. The City agrees that no contract or subcontract that would directly impact the Union or its members will be entered into without an evaluation of the total economics involved in that operation as it relates to the public good. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members.

ARTICLE 3 - UNION SECURITY

- 3.1 Membership in the Local Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Local Union. Neither party shall exert any pressure on, or discriminate against, an employee as regards such matters.
- 3.2 Membership in the Local Union is separate, apart and distinct from the assumption by one of equal obligation to the extent that he/she receives equal benefits. The Local Union is required under this Agreement to represent and to provide all rights and benefits to all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Local Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Local Union, and this Agreement has been executed by the City of Billings after it has satisfied itself that the Local Union is the choice of a majority of the employees in the bargaining unit. Accordingly, each employee in the bargaining unit shall assume an equal share of the obligation along with a grant of equal benefits contained in this Agreement.
- 3.3 In accordance with the policy set forth in this Section all employees shall, as a condition of continued employment, pay to the Local Union, the employees exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Local Union, which shall be limited to an amount of money equal to the Local Union's regular and usual initiation fees, and its regular and usual dues.
- 3.4 All present employees who are members of the Local Union on the effective date of the execution of this Agreement shall remain members of the Local Union in good standing as a condition of employment. All employees who are not members upon the execution of the

Agreement shall come under the provision of this Article twelve (12) calendar months after the date of execution of this Agreement, as a condition of employment. All new hires shall come under the provision of this Article twelve (12) calendar months after their date of hire, as a condition of employment. Employees who fail to comply shall be discharged by the Employer within fifteen (15) calendar days after receipt of written notice from the Union, unless the employee complies within the fifteen (15) day period.

- 3.5 The Employer agrees to accept and honor voluntary written assignments of wages or salaries due and owing employees covered by this Agreement for initiation, reinstatement, service charges, and dues.

ARTICLE 4 - SENIORITY

- 4.1 Seniority means an employee's length of continuous service with his or her Division and shall be computed from the date the employee began service in the Division, except in cases where the employee is forced to transfer to a different division by the City. In those cases the employee will take his/her seniority with them to the new division.
- A. To be absent from the job due to a leave without pay exceeding 180 calendar days will be considered lost time for the purpose of seniority, however, previous service upon reemployment shall count toward seniority.
 - B. To be absent from the job due to involuntary active military leave will not affect seniority. Such time spent in military service will count towards seniority.
 - C. An employee's continuous service for purpose of seniority shall be broken by voluntary resignation, discharge for justifiable cause, and retirement.
 - D. Absences due to injury in the line of duty shall be considered as time worked for the purposes of determining seniority.

- 4.2 Layoffs, caused by reduction in force within an affected Division, shall be determined by ~~job title~~ and City-wide seniority. Employees, who are scheduled to be laid off, shall be given as much advance notice as is practical, with a minimum of ~~forty-five (45) calendar days~~. Employees scheduled to be laid off will be allowed to bump other less senior employees within their same job ~~title~~. ~~No other bumping rights are available to affected employees.~~ Employees, who are laid off, will be offered re-employment in the inverse order of the lay-off when they are needed again, provided they are still qualified to perform the duties of the position. All recall rights for employees laid off expire twenty-four (24) months from the layoff date.

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The Employer shall notify such employees to return to work and furnish the Union a copy of such notification; and if the employee fails to notify the Employer within five (5) calendar days of his/her intention to return to work, the employee shall be considered as having forfeited

his/her right of re-employment. It shall be the employee's responsibility to maintain a current notification address with the Employer.

- 4.3 The Employer shall post, by division, an updated, accurate seniority list in January of each year. The Employer also agrees to supply copies of those lists to the Union and, in addition, agrees to provide to Union an updated list at any time during the calendar year that Union requests such an update in writing. Employees may protest their seniority designation through the usual grievance procedure if they have cause to believe an error has been made.
- 4.4 In the Met Transit division, there will be 3 separate seniority lists which shall be based on the following job classifications: 1) Transit Operator and On-Call Driver, 2) Transit Service Dispatcher and Senior Office Assistant, 3) Transit Mechanic II, Vehicle Service Technician and Transit Service Worker.

ARTICLE 5 - SETTLEMENT OF DISPUTES

- 5.1 A grievance is defined as a dispute or a difference of interpretation between a non-probationary employee and the Employer involving an economic or disciplinary issue as expressly provided in the terms of the Agreement. Disciplinary actions, involving warning letters, suspension, or discharge shall be grievable; all lesser disciplinary actions are not grievable. If a number of employees have a grievance, involving the same issue(s), the grievance shall be filed as one (1) joint grievance.
- 5.2 Employees, designated by the Union as Stewards, must be certified in writing to the Employer. A steward shall be authorized a reasonable amount of time to process a grievance during regular work hours, provided the Steward has the Supervisor's approval and does not disrupt the work of others. A Steward, who cannot be released upon request, due to work requirements, will be released as soon as work permits, but no later than the beginning of his or her next scheduled shift. An updated steward list shall be provided to City Human Resources in January of each year. The union also agrees to supply an updated steward list anytime during the calendar year that the City requests such an update in writing.
- 5.3 Failure to comply with the established formal procedures provided in this Article shall constitute a waiver to continue the grievance process by the party in default.
- 5.4 Grievance and Arbitration Process:
 - Step 1: An employee, who has a grievance, shall, meet with his or her supervisor to orally discuss the issue and submit the grievance, in writing, to their supervisor. The written grievance must contain the following minimal information:
 1. The name and signature of the grievant; (The signature requirements shall be waived if the grievant is physically unable to sign the grievance form.)

2. The date the grievance occurred;
3. The issue and nature of the grievance;
4. The terms of the Agreement in dispute; and
5. The adjustment sought.

The grievance must be initiated no later than ten (10) business days after the grievable act occurred or the first opportunity to have reasonably had knowledge of its occurrence. The supervisor's response to the grievance shall be in writing and within ten (10) business days of the Step 1 meeting.

Step 2: The Union Business Representative may file an employee's formal grievance with the Employer. The formal grievance must be in a jointly agreed upon written form containing as a minimum:

1. The name and signature of the grievant; (The signature requirements shall be waived if the grievant is physically unable to sign the grievance form.)
2. The date the grievance occurred;
3. The issue and nature of the grievance;
4. The terms of the Agreement in dispute; and
5. The adjustment sought.

The grievance must be filed with the Human Resources Manager within ten (10) business days of the written Step 1 response from the supervisor.

Within ten (10) business days of receipt of the grievance, a meeting will be held between the key individuals in the grievance including: the employee, the Union Steward, the Union Business agent, the supervisor, the Superintendent/Division Manager and a representative from Human Resources Office to discuss the grievance. Management will set up this meeting and will respond to the grievance in writing within ten (10) business days after the meeting is held.

B.

Step 3: If the grievance has not been resolved, within ten (10) business days of the Step 2 response, a meeting will be held between the Department Head, the City

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Deleted: Within ten (10) business days of receipt of the grievance, a meeting will be held between the Department Head, the City Administrator, the Union Business Agent, the Union Steward, and the Human Resources Manager (or designated representative) to discuss the grievance. A management representative will respond in writing with an answer to the grievance within ten (10) business days after the meeting is held

Administrator, the Union Business Agent, the Union Steward, and the Human Resources Manager (or designated representative) to discuss the grievance. A management representative will respond in writing with an answer to the grievance within ten (10) business days after the meeting is held.

Step 4: If the grievance is not resolved based on management's response in Step 3, the Union may, within ten (10) business days of the City's response, notify the Human Resources Manager in writing of the Union's intention to submit the grievance to final and binding arbitration. The Union shall request the Federal Mediation and Conciliation Service, the MT Department of Labor, or the American Arbitration Association to provide a list of seven (7) arbitrators. The parties, shall, within fifteen (15) business days of the receipt of the list, select the arbitrator by the method of alternately striking names with the parties flipping a coin to determine who strikes the first name. The final name left on the list shall be the arbitrator.

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The arbitrator chosen will be contacted immediately and asked to start proceedings at the earliest possible date. During the arbitration proceedings, all evidence shall be presented. The arbitrator's decision shall be final and binding on both parties, but he shall not have the power to alter the terms of this Agreement, City Ordinance, State, or Federal Law. His decision shall be within the scope and terms of this Agreement and he shall be requested to issue his decision as soon as possible after the conclusion of the proceedings, including filing of briefs, if any. Expenses for the arbitrator's services shall be borne equally by the City and the Union.

- A. Other persons may replace any position mentioned in the above procedures, so long as the other party is notified in advance and provided that such appointee has full authority to act in the capacity of the person replaced.
- B. All disputes, controversies, or claims that are grievable (see section 5.1) must first proceed through the grievance procedure before then advancing to either arbitration or an alternative review process. An employee, who chooses an alternative review process, such as the Courts, State Agencies, or similar recognized judicial bodies, waives all rights for further review of his grievance through this Agreement's arbitration process.
- C. It is understood and agreed that when an employee files a grievance, the act of filing such a grievance shall constitute his authorization to the Employer to reveal to the participants in the grievance procedure any and all information available to the Employer relating to said grievance. Such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.
- D. Time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step.

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E. Business days shall be defined as Monday through Friday, excluding recognized City of Billings holidays.

5.5 ADMINISTRATIVE REVIEW PROCESS: The City shall make available an Administrative Review Process to employees for non-grievable contractual disputes. A representative of the Union may accompany the employee. The Administrative Review Board shall be made up of three individuals - one selected by the City Administrator, one selected by the Union, and one selected by mutual agreement of the Union and the City. The Administrative Review Board's authority is restricted to a communication device between the employee and management. The Board will act as a third party in clarifying the positions of both sides, settling non-grievable disputes, and give suggestions for enhanced future communications between the parties. Furthermore, the Board has no authority to grant any type of economic settlement whatsoever. In addition, any portion of a presented dispute will not be heard if the employee could have grieved the issue under the terms of the Collective Bargaining Agreement.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

6.1 WORKWEEK: A workweek is a regularly recurring period of one hundred sixty eight (168) hours, in the form of seven (7) consecutive twenty-four (24) hour periods. The workweek need not coincide with the calendar week; it may begin any day of the week and any hour of the day unless otherwise specified in the supplement hereto. Each workweek stands alone. The beginning of the workweek may be changed if the change is intended to be permanent and is not designed to evade the overtime requirements of this Agreement.

6.2 SHIFTS/SHIFT CHANGE: All employees shall normally be scheduled to work a regular shift and each work shift shall have a regular starting and quitting time. Schedules may be changed by giving seventy-two (72) hours notice to the affected employee(s), unless a shorter change is agreed to by the employee(s). Both parties understand, however, that emergencies may require a shift change and the notification of less than twenty-four (24) hours.

6.3 WORK SCHEDULES: Work schedules showing the employees, shifts, workdays, and hours, shall be posted on all department bulletin boards at all times.

When new/revised work schedules are prepared, management will endeavor to post said schedule changes at least two (2) weeks before the schedule's start date.

6.4 LUNCH PERIODS: All employees shall be granted a lunch period during each work shift consisting of more than four (4) hours. Whenever possible, the lunch period shall be scheduled at the middle of each shift. Shift workers may be required to eat lunch on the job during regular work hours in which case lunch shall be included as time worked.

6.5 HOURS OF DUTY: The normal working hours for full time members affected by this Agreement shall be forty (40) hours per week. Schedules calling for shifts other than five (5) eight (8) hour workdays per week may be implemented by the following conditions:

- A. Mutual agreement between the parties to this Agreement.
- B. The consent of the majority of the work crew or division if deemed by the City to be necessary for the efficient operation of that function.
- C. Either party to this Agreement may initiate a request to introduce a shift greater than the eight (8) hour day.

~~D. PRPL Parks' division employees will be scheduled five (5) eight (8) hour days from 6:00 a.m. to 2:30 p.m. from May 1st through September 30th. Employees will be scheduled from 6:30 a.m. to 3:00 p.m. from October 1st through April 30th.~~

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6.6 BREAKS: Employees shall be entitled to two (2) fifteen (15) minute paid rest periods, one (1) approximately midway during the first four (4) hours and the second (2nd) approximately midway during the balance of the employees' shift. Shifts of less than seven (7) hours are entitled to one (1) fifteen minute paid rest period except those employees who receive no lunch break and work 6 hours; those employees shall receive two (2) fifteen (15) minute paid rest periods. Shifts over eleven (11) hours will receive a third (3rd) fifteen (15) minute paid rest period.

Such breaks cannot be used to offset coming to work late, leaving work early, or to extend the meal period. All breaks are subject to operational requirements and workloads.

ARTICLE 7 – COMPENSATION

7.2 Effective July 1, ~~2010, the base wage for each employee shall be increased by 2.9%.~~

Deleted: As used herein, Cost of Living Adjustment ("COLA") = CPIU and "CPIU" refers to the US City Average of the US Dept. of Labor Consumer Price Index – Urban non-seasonally adjusted as of December 31.¶

7.5 HIGHER CLASSIFICATION: Whenever an employee performs work in a higher classification at the direction of a supervisor, such employee shall receive the higher rate of pay for all hours worked in the higher classification. Employees will be paid at the step in the higher-grade position corresponding to their current step in their present position. Employees who are being cross-trained are excluded. (See 10.9).

Deleted: 7.1 ONE-TIME CASH PAYMENT. Each employee who is not on probation on July 1, 2007, will receive a one-time cash payment on the first full pay period after ratification of the 2007-2010 agreement by the City Council. This cash payment will be paid less applicable withholding and will be factored into retirement earnings. By granting this one-time cash payment, the City does not establish a new condition of employment or set a precedent.

7.6 STANDBY PAY: Employees who are required by the appropriate authority to remain available at all times, while off regular duty, on standby for emergency call-outs, shall be compensated for all standby time at the following rate: \$1.30 per hour.

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- Deleted:** 7.3 Effective July 1, 2008, COLA = CPIU as of December 2007 (with a floor of 3% and a ceiling of 4%).¶
- Deleted:** 7.4 Effective July 1, 2009, COLA = CPIU as of December 2008 (with a floor of 3% and a ceiling of 4%).¶

Employees, who are on standby status, must ~~be fit for duty, and not under the influence of drugs or alcohol and~~ furnish the appropriate authority or otherwise designated persons a valid

telephone number or other method at which the employee may be immediately contacted. Employees who are on standby will be available at all times by telephone, pager, or cell phone. After notification, employees must immediately respond to the page or phone call and report to work immediately. Standby pay shall be interrupted for all actual hours paid at the overtime rate. Call out/overtime pay begins upon notification to report provided the employee arrives within 45 minutes of receiving the call. Employees reporting beyond the 45 minute window will commence pay upon arriving at a city facility or worksite.

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Deleted: be equipped with electronic paging devices and will not be required to remain by their home telephone and must have the devices available and on at all times. Also, a

Deleted: after the employee reports to work.

Employees who live within the Billings Urban Fire Service Area (BUFSA) whose duties include utilizing City service vehicles in conjunction with their standby for emergency call outs shall be allowed to take the service vehicle home with them.

When a regularly scheduled ARFF/ARM employee is assigned in advance (on a posted schedule) standby, which falls on his/her day off, it shall be for their entire time off on that day.

An employee who receives a telephone call for the purpose of troubleshooting problems but who does not report to a jobsite or city facility shall be compensated a minimum of 15 minutes pay or actual time for each issue. Employees are required to initiate calls to offsite employees using a city phone.

7.7 LONGEVITY PAY: In addition to the base salary, each employee shall receive longevity pay for the continuous satisfactory service with the City. Continuous service shall be terminated by resignation, dismissal or retirement; and interrupted by a leave without pay in excess of one hundred eighty (180) days. Workers Compensation leaves of absence will not be considered to be an interruption in service for longevity purposes. Longevity pay shall be computed as follows:

Longevity Pay (amounts below are per pay period for each completed year of service)

After year 6 -	\$2.68
After year 11 -	\$2.91
After year 15 -	\$3.01
After year 20 -	\$3.11

7.8 SHIFT DIFFERENTIAL PAY: A shift differential pay will be paid, in addition to their regular base pay, to any employee required to work the majority of a scheduled work shift, in accordance with the provision listed below:

Afternoon Shift - (6:00 p.m. - midnight) - \$0.45 per hour.

Graveyard Shift - (midnight to 6:00 a.m.) - \$0.60 per hour.

Differential pay shall only be paid for actual hours worked. If the majority of the employee's shift encompasses the above listed hours, the entire shift shall be compensated for at the above listed rates.

- 7.9 OVERTIME: Employees required to work more than their normal work shift at the direction of a proper city authority shall be compensated at a rate of one and one-half (1 1/2) times the regular base hourly rate in fifteen (15) minute increments. Except at MET Transit, where overtime shall be paid after 40 hours per week. In addition, at MET Transit, any after-shift meetings shall be paid for at the overtime rate. Also, in the MET Special Transit area, the City shall have the right to dispatch the closest driver to a call at the end of the day. However, all scheduled overtime shall be awarded per contract/per seniority.

The employer shall determine the overtime work to be conducted and such work shall be awarded to the senior qualified employee wanting to perform the overtime work. Should no senior employee wish to perform the work in question it shall be assigned to the most junior qualified employee.

Employees who are on sick leave for a full, regularly scheduled **work** day will not be considered for overtime assignments. Employees who are on vacation or otherwise off duty on a regularly scheduled work day shall notify their supervisor in writing in advance stating they desire to be considered for overtime assignments during their leave.

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All previous letters of understanding on the issue of assignment of overtime work shall be null and void when computing overtime.

In order to maintain consistent and efficient operations during snow removal, the Aviation and Transit Department, ARFF/AFM Division may deviate from the seniority language in Article 2, Section 2.1.H. to allow the scheduling of snow removal crews in a manner that maintains consistency with regard to assigned functions (ARFF or AFM work groups) and work shifts. Every effort will be made to limit short turn-a-round shifts and movement between morning and nighttime shift rotations. During all other overtime conditions, the ARFF/AFM Division will adhere Article 2. Section 2.1.H. when assigning overtime.

When an employee is working on a specific task, which is not completed by the end of his/her shift, and the City determines that the task should be completed on an overtime basis, the employee shall be assigned to do the overtime work. However, if at the time the task is begun, the City can reasonably anticipate that the task will extend beyond the end of the shift, and that overtime work will be required, the City shall, to the extent practical, offer the opportunity to perform the task to the qualified employee(s) with higher seniority. Should the employee(s) with the higher seniority refuse the work, the least senior employee will perform the work.

If an employee elects to work an overtime shift and then fails to cover that shift, then the employee will lose his/her right to bid the next available overtime shift, with the exception of voluntary shifts that have already been assigned to the employee.

- 7.10 COMPENSATORY TIME: Employees may accumulate up to two hundred twenty (220) holiday/overtime hours of compensatory time to be taken by request after being granted time off by their supervisor. After two hundred twenty (220) hours have been accumulated, the employee must accept pay for the holiday/overtime worked. If an employee provides a written request to Human Resources, their accumulated compensatory time may be cashed out.

In the Department of Aviation and Transit, employees may accumulate up to 220 holiday/overtime hours of compensatory time. However, employees in the Aviation Division may only be granted up to 120 hours of comp time off per contract year. However, if/when an employee has a qualified FMLA request or when their sick leave bank has been depleted, then the employee can use all their accumulated comp time bank. Any remaining time can be cashed out by the employee per the above paragraph.

- 7.11 CALL OUTS AND COURT TIME: An employee who has left the job site and is called back to work or called to appear before a judicial criminal review body, outside of the employee's regularly scheduled work hours, shall be compensated at a rate of one and one-half (1 ½) times the employee's regular rate of pay for a minimum of two (2) hours. In the event the call out extends into the employee's regularly scheduled work shift, the time and one-half (1 ½) rate of pay shall be paid for only the actual time spent before the regular shift started.
- 7.12 NO PYRAMIDING: Nothing contained in this Agreement shall be interpreted as requiring a duplication or pyramiding of Holidays, Call-out and Court Time, Stand-By, Training Time or other form of overtime payments involving the same hours of labor.
- 7.13 COMPENSATION FOR TRAINING: The Employer agrees to compensate the employee for training attendance when all of the following conditions are met:
- The attendance is within normal working hours.
 - The attendance is required by the Employer. "Required" means licensure or certification needed to maintain the employee's job.
 - The training is directly related to the employee's current job assignment.

Travel time will be considered time worked when all of the following conditions are met:

- The employee travels during normal working hours, regardless of the day of the week.

- When required to stay overnight in another city.

An employee's shift shall be adjusted in order to prevent the employee from having to initiate travel immediately after the completion of his/her shift.

- 7.14 COMMERCIAL DRIVER'S LICENSE: The City will pay for time spent in taking the required test for "commercial driver's license." The City will pay for the cost of renewals and endorsements for those employees required to have such as part of their position requirements. (This applies to renewals and promotions only - not new hires.) Any employee required to obtain this license as a condition of employment and encounters difficulties in passing the required tests shall be given a sixty day (60) leave of absence without pay while attempting to pass said tests. This leave shall be granted providing the employee makes a bonafide attempt to pass the test at every available opportunity.
- 7.15 PHYSICAL/MENTAL EXAMS: Physical and/or mental examinations required by the City shall be promptly complied with by all employees. The City must have a valid reason to require such examination and provide the reason in writing if requested. The City shall pay for all such required exams and for all time spent at the place of the exam. The City reserves the right to select its own medical examiner or physician, and the employee may be re-examined at his/her own expense.
- 7.16 LEADWORKERS: Non-supervisory employees, who are assigned a limited responsibility for supervising the work performed by their co-workers, may be designated as a Leadworker. Leadworkers may assume and exercise supervisory responsibilities and authorities up to, but not including, the full definition of a Supervisor as specified in State Law. Leadworker assignments must be initiated and terminated with the Department Head's approval. A Leadworker position must be posted in the appropriate division/department to allow interested employees to apply. Assignments may be made for indeterminate periods of duration.
- A. Leadworker Rates of Pay: Employees assigned as Leadworkers shall be paid at a base rate that exceeds their normal base rate by two pay grade increments (approximately 10%) for the duration of the assignment, providing:
1. the Leadworkers assignment is scheduled to exceed one full regular shift in duration.
 2. the Leadworker assigned is classified at the same or a lower pay grade than the co-workers that he or she is supervising. Leadworkers, who are classified at two or more pay grade increments, shall not qualify for any additional pay; as relating to their Leadworker assignment.

ARTICLE 8 - LEAVES OF ABSENCE

8.1 VACATIONS:

- A. Each full-time employee is entitled to and shall earn annual vacation leave credits from the first full pay period of employment. For calculating vacation leave credits, two thousand eighty (2,080) hours (52 weeks x 40 hours) shall equal one (1) year. Proportionate vacation leave credits shall be earned and credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been employed for a period of six (6) months. Vacation leave credits shall be earned at a yearly rate in accordance with the following schedule:

<u>Years of Employment</u>	<u>Working Days (8 Hours) Credit Per Year</u>
1 Full Pay Period through 10 Years	15
11 Years through 15 Years	18
16 Years through 20 Years	21
21 Years and More	24

Permanent part-time employees are entitled to prorated annual vacation benefits once they have been employed by the City for a period of six (6) months.

- B. Separation from service or transfer to another department - cash for unused vacation leave. An employee who terminates his employment with the Employer shall be entitled upon the date of such termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period. However, if an employee transfers within the Employer's jurisdiction, there shall be no cash compensation paid for unused vacation leave. In such a transfer, the receiving department shall assume the liability for the accrued vacation credits transferred with the employee.
- C. Accumulation of leave - "Annual Leave" may be accumulated to a total not to exceed two (2) times the maximum number of days earned annually as of the last day of any calendar year. Excess vacation time is not forfeited if taken within ninety (90) calendar days from the last day of the calendar year in which the excess was accrued.
- D. Vacation leave shall not accrue during a leave of absence without pay, the duration of which exceeds fifteen (15) days.
- E. Unused earned vacation and/or compensatory time shall be paid to the employee at his/her regular rate of pay at the time of separation from service.

- F. In the event of death of an employee, a check for the unused earned vacation time shall be made out to the employee at his/her regular rate of pay and given to the beneficiary listed on the City's life insurance policy.
- G. The dates when employee's vacations shall be granted shall be determined by agreement between each employee and their supervisor, with regard to division seniority. The Employer will not unreasonably cancel an employee's vacation. When canceling vacation, the Employer will notify the employee in writing at least two (2) weeks in advance of the scheduled vacation time with the reason for the cancellation, except in emergency situations affecting the health, welfare, and safety of the City. Nothing herein shall prevent the Employer and employees from mutually agreeing to changed vacation dates. Employees shall be notified within two (2) weeks as to whether their request for vacation has been granted. Employees shall notify their supervisor in writing at least two (2) weeks in advance of their scheduled vacation if they intend to cancel that vacation. The reason for the cancellation must be included. It is understood by the Employer that there may be emergency situations that would preclude this two (2) week notification.
- H. Holidays, including those allowed in lieu of the actual holiday, occurring while an employee is on a paid vacation, shall be earned by the employee and not charged as vacation.
- I. Vacation charges shall be charged to the nearest quarter (1/4) hour.
- J. Leave of absence without pay may be used to extend regular vacation, with prior approval of the employee's supervisor.
- K. It shall be unlawful for the Employer to terminate or separate an employee from his employment in an attempt to circumvent the provisions of the law or of this Agreement.
- L. Posting Open Vacations - Communication Center Only
 1. Vacation weeks opened by attrition or other reasons shall be re-posted and taken as long as minimum staffing of twenty-four (24) qualified employees are available. If any less than twenty-four qualified employees are available, vacations will be re-posted at the discretion of the Communication Center Manager.
 2. All eligible junior employees shall have three-weeks of scheduled vacation before vacated weeks are offered to senior employees.
 3. Vacation weeks that are re-opened for bid shall be posted and offered to the most senior employee. That senior employee has the right to pass on the week(s) offered. The senior employee will stay on the top of the rotation until

he/she takes an additional week. At that time, the next opening will first be offered to the next senior employee, etc. Should all eligible employees get an extra week, any additional weeks will start at the top of the seniority list again.

8.2 SICK LEAVE:

- A. Each employee is entitled to and shall earn sick leave credits from the first full pay period of employment. For calculating sick leave credits, two thousand eighty (2,080) hours (52 weeks x 40 hours) shall equal one (1) year. Proportionate sick leave credits shall be earned and credited at the end of each pay period. Full-time employees earn paid sick leave from the first full pay period of employment at the rate of eight (8) hours per month, without restriction as to the number of hours that may accumulate. Employees may use earned sick leave after being employed ninety (90) consecutive days. Part-time employees are entitled to pro-rated sick leave if they have a regularly scheduled work assignment and normally work at least twenty (20) hours per week.
- B. An employee may not accrue sick leave credits during a continuous leave of absence without pay, which exceeds fifteen (15), calendar days. Employees are not entitled to be paid for sick leave until they have been continuously employed for ninety (90) calendar days. Upon completion of the qualifying period, the employee is entitled to the sick leave credits earned.
- C. An employee who terminates employment with the Employer is entitled to a lump-sum payment equal to one-fourth (1/4) of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time of such termination of employment. Accrual of sick leave credits for calculating such lump-sum payment shall begin upon July 1, 1971. The payment therefore shall be the responsibility of the Employer. No employee shall forfeit any sick leave rights or benefits accrued prior to July 1, 1971. If an employee transfers to a state or county agency within the Employer's jurisdiction, a lump-sum payment shall not be due. In such a transfer, the receiving agency shall assume liability for the accrued sick leave credits earned after July 1, 1971, and transferred with the employee.
- D. An employee who received a lump-sum payment pursuant to this Agreement and who is again employed by the Employer, shall not be credited with any sick leave for which the employee has been previously compensated or lost under the sick leave compensation lump-sum payment outlined in 8.2.B. above.
- E. Sick leave credits must be earned prior to their use.
- F. Sick leave charges in excess of earned sick leave credits may be charged to earned and available annual leave.

- G. Sick leave charges shall be charged to the nearest quarter (1/4) hour.
- H. Medical appointments, during the employee's scheduled work shift, shall be charged to sick leave, in quarter (1/4) hour increments. Each absence shall be reported to the supervisor prior to sick leave use.
- I. Employees covered by the Worker's Compensation Act are entitled to benefits administered by the Worker's Compensation Division when they suffer injury or illness as a result of their employment. Employees may elect to use sick leave credits or Worker's Compensation payments.
- J. Any holidays that fall during a period that an employee is on sick leave will be charged as a holiday and not taken off the total accumulated sick leave.
- K. If an employee is sick for seven (7) consecutive working days or more then he/she must provide a return to work notification from a licensed physician upon returning to work. In addition, if an employee is off for more than seven (7) working days, he/she must provide periodic updates as to the healing progress/expected return to work date. Any physician visits needed to obtain the necessary return to work information or update information would be paid for by the employee.
- L. Proven abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments provided for in this Agreement. The Employer must be able to substantiate any charges of sick leave abuse that result in an employee's dismissal and forfeiture of the lump-sum payment. A physician's certificate to substantiate a sick leave charge may be required by an employee's supervisor. In the event an employee is required to furnish a physician's certificate, such expense shall be paid by the Employer. The City reserves the right to select the physician and schedule such appointments. Failure to comply with these requirements may result in disciplinary action. In the event an employee becomes incapable of performing the duties of his regular classification through illness or injury, the Employer may transfer the employee, with the employee's consent, to a position for which the employee is qualified, provided the change can be accomplished without displacing another employee.
- M. NECESSARY SICK LEAVE FOR FAMILY: Necessary sick leave for family will be charged against an employee's sick leave credits and shall not exceed a total of forty (40) hours per contract year. This time must be used for an accident, illness, exposure to a contagious disease that required quarantine, or a medical, dental, or vision examination or treatment of an immediate household family member, and/or parents and/or parents-in-law, and must be reported to the supervisor prior to sick leave use. Employees are allowed to use sick leave for family in either a block of time or intermittently, but no less than fifteen (15) minute increments, however, the total time per year may not exceed forty (40) hours.

- N. In the event of the death of an employee, a check for one hundred (100) percent of the unused earned sick leave shall be made out to the employee at his/her regular rate of pay.
- O. ATTENDANCE INCENTIVE PLAN: There is an attendance incentive plan, which provides up to twenty four (24) hours of additional vacation time per contract year, depending upon the employee's attendance record. The amount of incentive to be awarded will be determined at the end of each contract year. The maximum of twenty-four (24) hours will be reduced, hour for hour, for each hour of sick leave which the employee has used during the contract year. Funeral leave will not be considered as sick leave when determining attendance incentive awards.

8.3 MATERNITY LEAVE:

- A. Maternity leave must be charged against sick leave first, until it is exhausted, then vacation leave and compensatory leave. Sick leave, vacation, and compensatory time must be exhausted prior to going into a leave without pay status.
- B. The Employer shall not:
 - 1. Terminate a woman's employment because of her pregnancy, or
 - 2. Refuse to grant the employee a reasonable leave of absence for such pregnancy, or
 - 3. Deny to the employee, who is disabled as a result of the pregnancy, any compensation to which she is entitled as a result of the accumulation of leave benefits accrued pursuant to plans maintained by her Employer; provided that the Employer may require disability as a result of pregnancy to be verified by medical certification that the employee is not able to perform her employment duties, or
 - 4. Retaliate against any employee who files a complaint with the Commission under the provisions of this Section, or
 - 5. Require that an employee take a mandatory maternity leave for an unreasonable length of time.
- C. Paternity Leave: For the birth or adoption of a child, the provisions of the Family and Medical Leave Act apply. Time off will first be charged against the employee's sick leave until it is exhausted. Once sick leave is exhausted, the employee will then have time off charged against vacation and compensatory time. Leave without pay will not be authorized until all of sick leave, vacation, and compensatory time is exhausted.

- D. These provisions shall also apply when the employee has finalized the adoption of a child.

8.4 HOLIDAYS:

- A. Employees shall be granted the following holidays without loss of pay:

1. January 1 - New Year's Day.
2. Third Monday in January - Martin Luther King Day
3. Third Monday in February - Lincoln's and Washington's Birthday.
4. Last Monday in May - Memorial Day.
5. July 4 - Independence Day.
6. First Monday in September - Labor Day.
7. Second Monday in October - Columbus Day.
8. November 11 - Veteran's Day.
9. Fourth Thursday in November - Thanksgiving Day.
10. December 25 - Christmas Day.
11. Every day declared a legal holiday by the Governor of Montana, or the Mayor of Billings.
12. Every day in which a general election is held throughout the State of Montana.
13. Personal Day: Employees are entitled to schedule a personal day off. - This day will be paid at the straight time rate of pay. The day an employee may use as his/her personal day must be scheduled with his/her supervisor the same as a vacation day. The personal day must be taken by the employee between July 1 and June 30, or lost. An employee cannot work on his/her personal day; it must be a day off. Eight (8) hours is the time allowed for an employee to be paid for his/her personal day; however, if the employee works a ten 10-hour shift, then ten (10) hours is the maximum time allowed for an employee to be paid for their personal day. The maximum number of hours paid by the City for a personal day will not exceed ten (10) hours.

- B. Employees required to work on a holiday will be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for hours worked or may accumulate compensatory time at the rate of one and one-half (1 1/2) times the number of hours worked at the employees option.

- C. The dates when employee's accumulated compensatory time shall be granted shall be determined by agreement between each employee and their supervisor, to the best interest of Employer, as well as the best interests of each employee.
 - D. Employees will not be charged vacation or sick leave for holidays that fall while an employee is on authorized vacation or sick leave.
 - D. When a holiday falls on a full time employee's scheduled day off, the employee shall receive the equivalent of his/her customary work shift at straight time. Employees working a five (5) day, eight (8) hour shift, and not required to work the holiday, shall receive forty (40) hours pay for thirty-two (32) hours work and any work over 32 hours shall be considered overtime. Employees working shifts greater than eight (8) hours will be treated in a like manner.
 - F. Any full-time employee who is scheduled for a day off on a day which is observed as a city recognized holiday shall be entitled to receive a day off with pay. This would allow a day off with pay in addition to the employee's regularly scheduled day off. By mutual agreement of the supervisor and the employee, the holiday must be taken any day within the workweek in which the recognized holiday falls. In either case, once the holiday is set, it cannot be changed for any reason, including if the employee is sick on the designated holiday. Part-time employees receive pay for the holiday on a pro-rated basis.
- 8.5 **MILITARY LEAVE:** An employee who is a member of the organized National Guard of the State of Montana or who is a member of the organized reserve corps, or forces of the United States Army, Navy, Marine Corps, Air Force, or Coast Guard, shall be given leave of absence with pay, after six (6) months of employment, for attending regular encampments, training cruises, or similar training programs, not to exceed fifteen (15) working days per calendar year under military orders properly issued by military authorities. Such absence shall not be charged against other leave credits earned by the employee. Paid military leave is not intended for weekend duty or regularly recurring drill.
- 8.6 **FUNERAL LEAVE:** In the event of a death in the immediate family (spouse, parents, stepparents, brother, stepbrother, sister, stepsister, children, stepchildren, household dependents, grandparents, grandchildren, and all the same relatives of the employee's spouse in like degree) an employee shall be entitled to a maximum of 40 sick leave hours off, with pay, to attend the funeral. Funeral leave will be granted to common-law spouses as long as the common-law form is completed and on file in Human Resources.
- 8.7 **JURY SERVICE AND SUBPOENA:** The employee shall inform his/her supervisor immediately upon receipt of the notice of summons for jury duty or a witness subpoena so that proper scheduling may be maintained. Each employee who is under proper summons as a juror or subpoenaed as a witness shall collect all fees and allowance payable as a result of the service

and forward the fees to the Employer. Juror and witness fees shall be applied against the amount due the employee from the City. However, if an employee elects to charge his juror or witness time against his annual leave, he shall not be required to remit to the Employer. In no instance is an employee required to remit any expense or mileage allowance paid by the court. Employees shall not lose cumulative benefits because of juror or witness service.

8.8 LEAVES WITH OR WITHOUT PAY:

- A. Employees may take leaves of absence with or without pay, subject to the prior approval of the Employer. Requests must be submitted in writing to the immediate supervisor within a reasonable time prior to the requested starting date. The request must also state the reason for the leave and the requested duration of the leave. The supervisor shall respond to the employee in writing giving the reasons for denial. With the exception of B. below, all vacation and compensatory time must be exhausted before a leave without pay may be requested.
- B. Any employee subject to this Agreement elected or appointed to public office shall be entitled to a leave of absence not to exceed one hundred eighty (180) days per year while such employee is performing public service. Any employee granted such leave shall make arrangements to return to work within ten (10) days following the completion of the service for which the leave was granted unless such employee is unable to do so because of illness or disabling injury certified to by a licensed physician.

8.9 GENERAL LEAVE PROVISIONS: Absence from work without permission constitutes just cause for discipline up to and including discharge.

ARTICLE 9 - INSURANCE

9.1 INDUSTRIAL ACCIDENT AND UNEMPLOYMENT: The Employer shall carry Industrial Accident Insurance on all employees. The Employer shall make all necessary arrangements to insure that all employees covered by this Agreement will be covered by Unemployment Insurance.

9.2 HEALTH AND LIFE INSURANCE:

- A. The following language will apply to health insurance:
 - 1. Future contribution changes to the City's Health Insurance Plan shall be shared equally (50%/50%) between the employees and the City. Contribution changes can be either increases or decreases. Contribution adjustments can be either in dollars contributed or in modifications to the plan benefits. All modifications shall be with the approval of the Insurance Committee. It is the intent of the Committee to reach the consultant recommended reserve level over a period of time.

2. Billings Health Insurance Committee: The City of Billings shall establish a City of Billings Health Insurance Committee to maintain a group health insurance plan for employees of the City of Billings and their dependents. The committee shall consist of 15 members appointed as follows:

- a. Three members of each employee union appointed by each union.
- b. Six members appointed by the City Administrator. One member shall be a retired city employee currently covered by the city health insurance plan.

The Committee will manage the City Health Insurance Plan and report directly to the City Administrator. The committee shall meet at least quarterly to:

- 1). Review the existing city group health insurance plan;
- 2). Review the claims experience, projections and plan problems;
- 3). Maintain the plan on a sound actuarial basis;
- 4). Be responsible for all changes in plan design, administrators or carriers;
- 5). Establish plan premium rates and cost sharing by both the City and the employees;
- 6). Advise the City Administrator on all other group insurance matters;
- 7). Decisions will be made by a simple majority vote where all members have one vote and can vote by absentee ballot.

B. Coverage shall be extended to all insurable employees and their insurable dependents, following the period of exclusion provided by the terms of the master insurance policy. All employees and dependents' participation and coverage shall be solely governed by the terms and conditions of the master insurance contract as signed by the City and the insurance carrier. Coverage shall be extended to only those employees while in an active pay status. Employees on an approved absence without pay may elect to continue their group coverage by directly paying the City the total premium cost during their absence.

C. The Health and/or Accident Insurance coverage shall be extended to employees, on a leave of absence without pay, due to job related injury or illness, for a maximum of six (6) months.

ARTICLE 10 - GENERAL CONDITIONS

10.1 UNION BULLETIN BOARDS: The Employer agrees to provide suitable space for the Union bulletin boards. There should be no more than one bulletin board per division, which shall be placed in an area generally frequented by employees, and not by the general public. The decision on size and placement of the bulletin boards shall be made by the Employer in consultation with officials of Teamsters Local #190.

Posting by the Union on such boards shall be confined to official business of the Union. In order to assure the Union and the Employer that only official business is posted on said bulletin boards, each announcement so posted shall have prior approval by the Secretary-Treasurer of Teamsters Local #190, or his designated representative.

It shall be the responsibility of the Union to monitor the bulletin boards.

10.2 SAFETY: Employees shall be required, in the performance of their duties, to:

- A. Exercise precaution;
- B. Use normal safe working practices;
- C. Observe and obey safety postings and rules;
- D. Use and care for required protective equipment and gear, as furnished by the City;
- E. Report all accidents to their supervisor as soon as reasonably possible.

Deleted: .

The Employer will maintain all equipment in a safe working condition. However, it shall be the responsibility of the employee to immediately call to the supervisor's attention any unsafe condition. Upon notification, the supervisor shall have the sole discretion of determining the correction of the situation.

The City of Billings will maintain a City-wide Safety Committee meeting the requirements of the Safety Culture Act administered by the Montana Safety and Health Bureau. Members will consist of Management and representatives from all Unions. It is agreed that the Teamster employees will be represented on the City-wide Safety Committee by three (3) Union selected members.

10.3 UNIFORMS: The City agrees to furnish 11 sets of uniforms to all uniformed employees, currently receiving 9 sets and safety equipment, to employees during the term of this agreement. The City's contribution for safety shoes for those employees who are required to wear safety shoes will be \$115.00 per year. The Street Division will be added to the safety shoes program. The City agrees to provide body armor to Airport Police, up to \$115.00 per year for shoes for Airport Police officers, any new Airport officer will be provided a duty

weapon (caliber and design determined by the Director of Aviation & Transit), and mechanics will be provided 11 sets of uniforms. Meter enforcement personnel will be provided a winter coat to be replaced on an as needed basis, and will have shorts added to the approved clothing list. Garage attendants will be provided three (3) tee shirts and three (3) sweatshirts. Safety equipment (i.e., glasses and steel-toed boots (does not include standard hard-soled work shoes/boots) as required by the City will also be provided if not previously required as part of the job.

City agrees to purchase overshoes for MET Transit employees and allow cargo shorts as a uniform selection.

City agrees to purchase four (4) polo shirts for the Police Support Specialists.

City agrees to a polo shirt for Parking Enforcement with "Parking" silkscreened on the back and the Parking Enforcement badge on the chest.

Deleted: Each division that is required to wear uniforms will form a JLMC and have meetings prior to December 31, 2007, to discuss any uniform policy changes. It is understood that any changes must be done within the budgeted amount for each department. The JLMC will submit the results in writing to Human Resources and the Union. If an agreement is not reached, then the contract shall prevail.

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- 10.4 PARKING: The City will provide free rooftop parking for all employees covered by this Agreement.
- 10.5 INSPECTION BY BUSINESS REPRESENTATIVES: The City of Billings agrees that Business Agents of the Union shall be given access at the places of business of the City during normal hours of operation, for the purpose of grievance investigation and handling and to ascertain whether or not the terms of this Agreement are being observed, providing the Business Agent notifies the supervisor prior to entering the place of business.
- 10.6 SHIFT TRADING: Upon approval of the supervisor any employee may exchange shifts or trade time with any qualified employee in their division. The practice of exchanging shifts or trading time will be a voluntary program (no penalty or cost shall be incurred against the City) by the employee in order to permit an employee to absent him/herself from work to attend purely personal pursuits. If an employee fails to cover an agreed to shift trade, he/she will lose their right to trade shifts for 3 months, with the exception of payback time/shifts already owed at the time of this contract.
- 10.7 VACANCY ANNOUNCEMENTS: When the Employer determines that a permanent position is vacant, the position will be posted on the bulletin boards City-wide on the nearest business day before or after public notification. The announcement will contain the vacant position title, location, assigned hours and days of work, salary and the dates for applying. All employees interested in applying for the vacant position must apply in writing within the application dates through the Human Resources Office. On such vacancy announcements, the City shall also denote positions filled.

- A. The City and the Union agree that all Teamster designated position vacancies shall be filled by the City on the basis of experience, skill, training, job performance, disciplinary record, attendance record, and work-related references. Should these factors be relatively equal, the senior qualified employee shall be awarded the position. In cases where it is contended that a promotion was arbitrarily made, the decision of the City shall be subject to review by the grievance process. If arbitration is held concerning the assertion that the City's decision was arbitrary, then the arbitrator shall decide and may consider the City's basis for making the hiring decision including the experience, skill, training, job performance disciplinary record, attendance record and work-related references, of the prevailing applicant.
- B. The City agrees that an interview shall be given to at least the four (4) most senior teamsters' applicants who possess the minimum qualifications for the position.
- C. Employees shall not have the right to apply for posted job vacancies outside their present Division within one (1) year from the date of hire, transfer, or promotion. The City shall, however, have the right to waive this requirement by mutual agreement, if in the best interests of the City and it would result in maintaining the efficiency and productivity of the City's operations.
- D. If an employee who successfully applies for a job returns to his old job within thirty (30) working days, the next qualified applicant (subject to paragraph C of the Article) will be awarded the job.

Within the first thirty- (30) working days on a new job, the employee may voluntarily return to his previous job. The employer may return an employee to his previous job at any time within thirty (30) working days. This time period may be extended with mutual agreement. Provided nothing herein shall prevent a voluntary trial period on a new position prior to actual transfer at the employee's option. If the employee returns to his or her previous position for either of the above reasons, the provisions of paragraph C will apply to that individual.

10.8 JUSTIFIABLE CAUSE:

- A. Employees may be subject to disciplinary action by the Employer for just cause.
- B. For other than serious infractions, disciplinary action shall be based upon progressive discipline based upon warning letters, suspension and/or termination. The employee and the Union shall be notified in writing of any disciplinary action within fifteen (15) business days after the violation, or the first knowledge of the violation in question, is known to the City. However, both parties recognize that from time to time additional information may be needed and that hasty action would be detrimental to all parties. Therefore upon notification, the fifteen (15) business day period will be waived for a reasonable period of time.

Disciplinary notices shall be considered current and in effect for a period of twelve (12) months after the date of issue.

- C. New employees shall be on probation for a period of twelve (12) months from the date of their employment: All probationary employees may be discharged at the sole option of the Employer without recourse to the grievance procedure. Probationary periods for temporary employees shall begin on the first day of employment as a permanent employee in a new job classification. If a temporary employee becomes a permanent employee in the same position they held as a temporary employee both the probationary period and seniority shall run from their date of hire as a temporary employee.

- 10.9 CROSS-TRAINING: The City agrees to implement a means by which an employee may voluntarily cross-train in his/her department for a job task that carries a higher grade and rate of pay. In order for an employee to be eligible to participate in a cross-training program, he or she must possess the necessary aptitude and attitude as determined by the City. An employee in a cross-training program shall be paid at his/her regular rate of pay until such time as the employee is spending over twenty-four (24) cumulative work hours in one work week in the higher pay grade position. Exception - The Communication Center can cross-train on an unlimited basis, without having to pay the higher pay rate, in order to train employees. The City agrees not to use cross-training individuals to fill full-time openings that should be put up for bid.
- 10.10 NEW HIRE NOTIFICATION TO UNION: The City agrees to notify the Union each Monday morning of all new hires within the bargaining unit excluding temporary help. However, the City agrees to notify the Union if the temporary help should become a full-time regular or part-time employee. The City shall also notify the Union of all terminations.
- 10.11 NON-DISCRIMINATION LANGUAGE: The Union and the City agree that no employee will be discriminated against on the basis of race, color, religion, sex, age, disability, or Union activity.
- 10.12 JOINT LABOR MANAGEMENT COMMITTEE: When appropriate, a Joint Labor/Management Committee shall be created in any department/or division, upon mutual agreement. This committee will be made up of no more than three (3) union employees and three (3) management employees. A business representative and a representative from Human Resources may also participate. This committee shall meet, as needed, during the life of this contract to discuss work issues.
- 10.13 CREATE, COMBINE OR RECLASSIFY JOBS: The Union recognizes the City's management right to create, combine or reclassify jobs during the duration of this contract. Whenever jobs are created, combined or reclassified, the City shall notify the local Union before the changes occur. The City shall be allowed to establish a temporary rate of pay for such job changes and

will negotiate with the Union a regular rate of pay after the job duties for the position have been standardized.

10.14 Public Works- TREATMENT PLANT TECH: In the Public Works Division, if an employee receives both certification in Plant Operations and Maintenance, they will receive a 2% pay increase to the employee's grade and base pay. The employee will be classified at the 158-pay level as a Treatment Plant Tech I-A or at the 181-pay level as a Treatment Plant Tech II-A in the attached pay matrix.

10.15 MET Transit:

- A. For any blocks of work that have 3 start times per day, the City will modify the block of work so that there are only 2 start times per day. All future blocks of work will have no more than 2 start times.
- B. City will change from 4 - 80 hour blocks of work to 9 - 80 hour blocks of work. City will change from 9 - 78 to 79 hour blocks of work to 11 - 78 to 79 hour blocks of work.

10.17 Reasonable Suspicion Drug/Alcohol Testing Policy: The employer and the Union negotiated a reasonable suspicion drug/alcohol testing policy. A copy of the policy can be obtained by contacting the Human Resources Office or the Teamsters business office.

Deleted: 10.16 - Electricians II and III Job Classification: City will create a new position - Electrician III at 181 of the pay matrix. To obtain the Electrician III level, an employee will have to obtained a journey-level license or instrumentation certification or a similar level of expertise related to the position that would be approved by the Employer. Electrician II employees who were hired prior to July 1, 2001, will be moved from 176 to 178 for the life of the contract or until they become/meet the qualifications of an Electrician III.¶

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ARTICLE 11 - TERMS OF AGREEMENT AND NEGOTIATIONS

This Agreement shall become effective on the 1st day of July, 2010, and shall continue in full force and effect through the 30th day of June, 2011.

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all the understandings and agreements arrived at by the parties after their exercise of that right and opportunity are set forth in this Agreement. Therefore, Employer and Union, for the life of this Agreement, each voluntarily and unqualified waives the right and releases the other from the obligation to bargain collectively with respect to any subject or matter referred to or covered in the Agreement, or with respect to any subject or matter not specifically referred to or covered in the Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. As well, this Agreement supersedes all prior written agreements or MOU's of any kind unless they are reduces to writing and incorporated into this agreement.

The foregoing waiver shall not be binding if the parties mutually agree to engage in collective bargaining, with respect to a particular subject or matter covered or not covered in this Agreement.

ARTICLE 12 - MINIMUMS CLAUSE

The terms hereof are intended to cover only minimum wages, hours, working conditions and other employee benefits. Employer may place superior wages, hours, working conditions and other employee benefits in effect and may reduce the same to the minimums herein prescribed without the consent of the Union.

During the life of this Agreement or any extension thereof, neither party shall be obligated to bargain collectively with respect to any matter unless specifically required to do so under existing law or by the express terms of this Agreement.

ARTICLE 13 - SAVINGS CLAUSE

Should any Article, Section, or portion thereof of this Agreement be held unlawful or invalid by any court or agency of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon issuance of such a decision, the parties agree to negotiate immediately a substitute for the invalidated Article, Section, or portion thereof. Any City ordinance passed subsequent to the adoption of this Agreement that would contravene the terms of this Agreement shall not apply during the life of this Agreement.

ARTICLE 14 – NO STRIKE – NO LOCKOUT

The Employer and Union agrees to the essential nature of services provided by its members to the public. In recognition of this fact, the Union agrees that there shall be no work interruptions, sympathy strikes, slowdowns, or strikes at any time during the Agreement. In the event of unauthorized interruptions, the Union agrees it will join the Employer in requiring its members to return to work immediately. The Employer agrees that there shall be no lockout of employees during the life of this agreement.

IN WITNESS WHEREOF, said parties of this Agreement hereunto set their hands and seals this _____ day of _____, 2007.

FOR THE CITY OF BILLINGS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

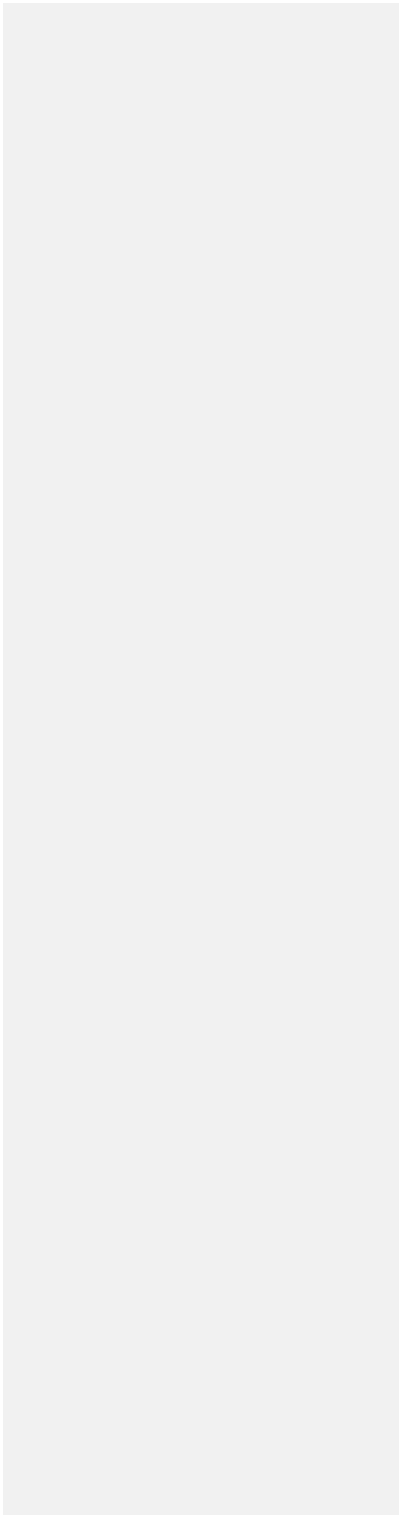
FOR THE UNION
TEAMSTERS LOCAL NO. 190

By: _____

Title: _____

ATTACHMENTS:

1. Departmental Order, Order Number 019B, Subject: Airport Standby/Pager Policy
2. Departmental Order, Order Number 20, Subject: ARFF/AFM Division Holiday Pay Policy



3. Letter of Understanding, Winter Overtime policy for the Department of Aviation & Transit ARFF/AFM employees.
4. Memorandum of Understanding on the City/County 911 Center breaks.
5. Memorandum of Understanding regarding the Administrative Review Process.
6. Memorandum of Understanding regarding Street/Traffic Vacation Selection Procedure
7. Memorandum of Understanding regarding Wastewater Division Shift Bidding
8. Memorandum of Understanding regarding Motor Pool Mechanics II's Paid at Range 180
9. Teamster Range Placement Table

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July 1, 2004

**DEPARTMENTAL ORDER
ORDER NUMBER 019B**

MEMORANDUM

TO: All ARFF/AFM Employees
FROM: Thomas H. Binford, A.A.E., Assistant Director of Aviation
SUBJECT: **AIRPORT STANDBY/PAGER POLICY**
CANCELLATION NO: 019A
EFFECTIVE DATE: **July 1, 2004**
APPROVED BY: J. Bruce Putnam, A.A.E., Director of Aviation and Transit

- I. The following policy was developed to direct ARFF/Airfield Operations employees in regard to Division standby and pager requirements.
- II. Standby requirements will be as follows:
 1. Employees who are assigned to be on standby will be issued an electronic paging device and are required to remain available at all times, while off regular duty, and for call-outs.

A standby schedule listing employee names and associated hours of standby duty will be posted.

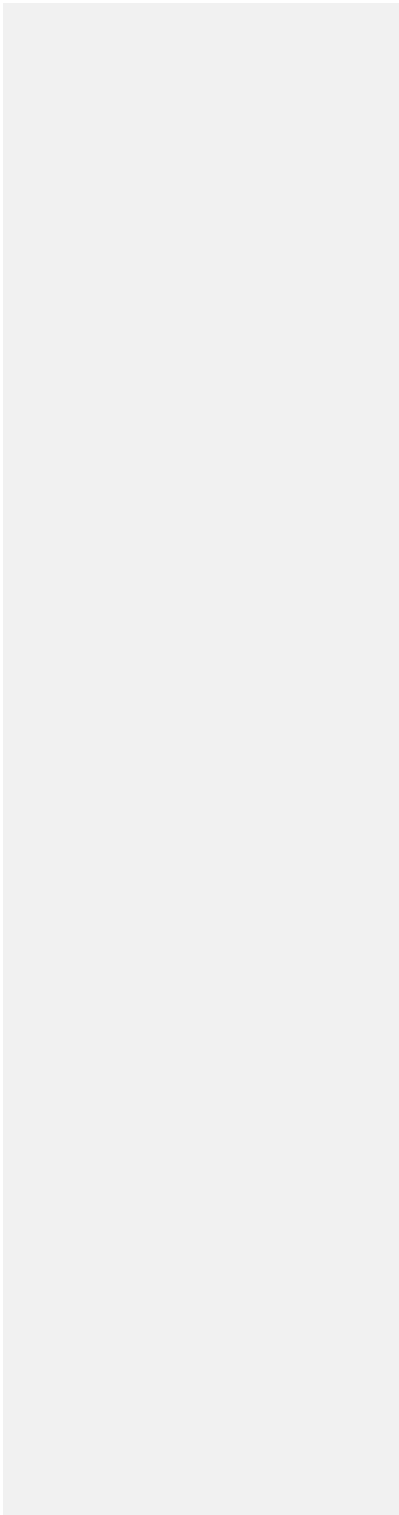
Additional personnel may be placed on standby as determined necessary by Airport Management.
 2. Call-outs are used to manage ALL:
 - Snow Removal Operations
 - ARFF Emergencies
 - FAR Part 139 Violations – Airfield
 - FAR Part 107 Violations – Security
 - Other conditions/circumstances deemed urgent by Airport Management which are necessary for the safe operation of the Airport.
 3. Upon activation of the pager tone, employees must acknowledge the page by calling Airfield Operations on the telephone at 657-8496, or on AIR 1 (800 MHz Radio) within fifteen (15) minutes to receive instructions.

After receiving instructions from a supervisor, or his/her designate to report to work, the employee shall respond to the Airfield Operations Building within one (1) hour.

If it is determined that not all of the employees on standby are needed at the time of the page, employees will be called out with regard to seniority and by function.
 4. Standby pay shall be interrupted for all actual hours paid at the overtime rate. The overtime rate begins at the time the employee is notified and instructed to respond to work.
 5. It is the responsibility of each employee using a pager to ensure that it is functioning properly at all times, and any problems associated with the paging system are immediately reported to the supervisor.
 6. When it is determined that standby personnel are needed to respond, the ARFF/Airfield Operations employee on shift shall be responsible for the following:

- Notification of the on-call supervisor prior to activating pagers.
- Activating paging system.
- Receiving call-backs from standby personnel on 657-8496.
- Acknowledge response times of personnel called out.

7. Trading of standby shifts and requests for leave while on standby status must be approved by a supervisor.



ARFF/AFM DIVISION HOLIDAY PAY POLICY

January 4, 1995

DEPARTMENTAL ORDER
ORDER NUMBER 20

MEMORANDUM

TO: All ARFF/AFM Employees
FROM: Thomas H. Binford, A.A.E., Assistant Director of Aviation
SUBJECT: **ARFF/AFM DIVISION HOLIDAY PAY POLICY**
CANCELLATION NO: None
EFFECTIVE DATE: November 2, 1994
APPROVED BY: J. Bruce Putnam, A.A.E., Director of Aviation and Transit

- I. The following policy was developed to clarify how overtime is paid for holidays.
- II. ARFF/AFM Division Employee's customary work shift is recognized as eight (8) hours.
- III. As per Section 8.4,F of the Teamster Contract, employees working a five (5) day, eight (8) hour shift, and not required to work the holiday, shall receive forty (40) hours pay for thirty-two (32) hours work and any work over 32 hours shall be considered overtime. Employees working shifts greater than eight (8) hours will be treated in a like manner.
- IV. An employee working forty (40) hours in a week and a holiday falls on one of the employee's scheduled days off, that employee shall receive a maximum of eight (8) hours overtime for the holiday.

This policy has been reviewed and approved by the City Human Resources Director. Should you have questions concerning this Departmental Order, please see the Airfield Maintenance Supervisor.

cc: Departmental Orders
Chrono
Office Binder
T. Binford
B. Putnam
K. Annin
C. DeVeau

LETTER OF UNDERSTANDING

Effective: November 13, 2001

The City of Billings Aviation and Transit Department and the Teamster's Local Union #190 have agreed to the following:

- In order to maintain consistent and efficient operations during snow removal, the Aviation and Transit Department, ARFF/AFM Division may deviate from the seniority language in Article 2, Section 2.1 (H) of the present Agreement, effective July 1, 2001- June 30, 2004.
- The intent of this Letter of Understanding is to allow the scheduling of snow removal crews in a manner that maintains consistency with regard to assigned functions (ARFF or AFM work groups) and work shifts. Every effort will be made to limit short turn-a-round shifts and movement between morning and nighttime shift rotations.
- During all other overtime conditions, the ARFF/AFM Division will adhere to the present labor Agreement when assigning overtime.
- The Union and/or the City of Billings Aviation and Transit Department retains the right to cancel this Letter of Understanding at any time that (1) the provisions of this Letter no longer provide operational benefit, or (2) the union feels that the City is not complying with the intent of the Agreement.

In witness whereof, said parties of this Letter of Understanding have hereunto set their hands and seals this the _____ day of _____, 2001.

Dennis M. Taylor, City Administrator
CITY OF BILLINGS

Joe Dwyer, Secretary-Treasurer
TEAMSTERS, LOCAL 190

DATE

DATE



CITY OF BILLINGS
OFFICE OF CITY ADMINISTRATOR


P.O. BOX 1178
BILLINGS, MONTANA 59103
(406) 657-8433
FAX (406) 657-8390




MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding is to clarify Article 6.6, Breaks, as related to the City-County 9-1-1 Center. Both parties recognize that the work load of the 9-1-1 Center is very unpredictable and is driven by the public safety needs of the community. Therefore, as applied to the Center, the parties agree that the long-standing practice of allowing employees to take their breaks only when there is minimal impact to the operational requirements of 9-1-1 and the public safety dispatch services shall continue. Center employees shall be allowed a total of 30 minutes per 8 hour work shift, or 45 minutes for shifts over 11 hours, which may be taken in whatever increments the employee chooses so long as the 9-1-1 Center operation and efficiency is not affected.

In witness whereof, said parties of this Memorandum of Understanding have hereunto set their hands and seals this the 31st day of May, 2007.


Christina F. Volek
CITY OF BILLINGS
5/31/07
DATE


Joe Dwyer, Secretary-Treasurer
TEAMSTERS, LOCAL 190
5/31/2007
DATE

Billings Pride
City-wide

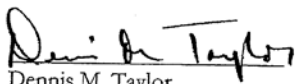
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MEMORANDUM OF UNDERSTANDING

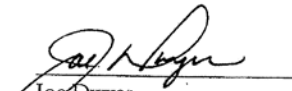
The City of Billings and Teamsters Local 190 enter into this Memorandum of Understanding regarding Article 5.5 Administrative Review Process of the Agreement between the City of Billings and Teamsters Local 190 as follows:

The decision of the Administrative Review Board, formed under Article 5.5 of the Agreement, shall be binding on both parties in the settlement of non-grievable disputes submitted to it.

Dated this 29th day of July, 2002



Dennis M. Taylor
City Administrator
City of Billings



Joe Dwyer
Secretary-Treasurer
Teamsters Local 190

Memorandum of Understanding
Street/Traffic Vacation Selection Procedure

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No later than 45 days from the ratification of the Collective Bargaining Agreement, the City and the Union agree to hold a Joint Labor Management Committee (JLMC) at the Street/Traffic division to discuss the vacation selection process. The parties agree to have the Teamster's Business representative or his designee, a representative from the City of Billings' Human Resources division and the Deputy Public Works Director participate in the JLMC process.

In witness whereof, said parties of this Memorandum of Understanding have hereunto set their hands and seals this the 27 day of August, 2010.

_____ Christina F. Volek CITY OF BILLINGS	_____ Joe Dwyer, Secretary-Treasurer TEAMSTERS, LOCAL 190
---	---

_____ DATE	_____ DATE
---------------	---------------

Memorandum of Understanding
Wastewater Division – Shift Bidding

No later than 45 days from the ratification of the Collective Bargaining Agreement, the City and the Union agree to hold a Joint Labor Management Committee (JLMC) at the Wastewater division to discuss shift bidding. The parties agree to have the Teamster's Business representative or his designee, a representative from the City of Billings' Human Resources division and the Deputy Public Works Director participate in the JLMC process, if requested by the parties. The City and Union also agree that all shift bidding processes that were currently utilized by the City's divisions prior to July 1, 2010 will be maintained for the terms of this agreement.

In witness whereof, said parties of this Memorandum of Understanding have hereunto set their hands and seals this the 27th day of August, 2010.

_____ Christina F. Volek CITY OF BILLINGS	_____ Joe Dwyer, Secretary-Treasurer TEAMSTERS, LOCAL 190
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_____ DATE	_____ DATE
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Teamsters Range Placement Table

Range Number	Recommended Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G
101	Library Services Specialist 1	7.43	7.80	8.19	8.59	9.03	9.48	9.95
102		7.44	7.81	8.20	8.60	9.03	9.49	9.96
103		7.51	7.88	8.27	8.69	9.13	9.59	10.06
104		7.58	7.96	8.36	8.78	9.22	9.68	10.16
105		7.65	8.04	8.45	8.87	9.31	9.77	10.27
106		7.74	8.13	8.53	8.96	9.40	9.88	10.36
107		7.82	8.20	8.62	9.04	9.50	9.97	10.46
108		7.89	8.28	8.70	9.14	9.60	10.07	10.58
109		7.96	8.37	8.79	9.22	9.69	10.17	10.68
110		8.05	8.46	8.87	9.32	9.79	10.28	10.78
111		8.14	8.54	8.97	9.41	9.89	10.37	10.90
112		8.21	8.63	9.05	9.51	9.98	10.48	11.00
113		8.29	8.71	9.15	9.61	10.08	10.59	11.12
114		8.38	8.80	9.23	9.70	10.19	10.69	11.23
115	Parking Garage Attendant	8.53	8.96	9.40	9.88	10.36	10.89	11.42
116		8.54	8.98	9.42	9.90	10.38	10.91	11.45
117		8.63	9.06	9.51	9.99	10.49	11.01	11.57
118		8.72	9.15	9.61	10.08	10.60	11.13	11.68
119	Account Clerk I	8.81	9.25	9.70	10.20	10.70	11.24	11.80
120		8.89	9.34	9.80	10.30	10.82	11.35	11.92
121		8.98	9.42	9.91	10.39	10.92	11.46	12.03
122		9.07	9.52	10.00	10.51	11.02	11.58	12.15
123		9.16	9.62	10.09	10.61	11.14	11.69	12.28
124		9.26	9.71	10.21	10.71	11.25	11.81	12.40
125		9.35	9.81	10.30	10.83	11.36	11.93	12.52
126		9.43	9.92	10.40	10.93	11.47	12.04	12.65

July 1, 2010 with 2.9% increase

Deleted: July 1, 2007 with 3% increase

Deleted: Library Page

127		9.53	10.01	10.52	11.03	11.59	12.16	12.77	
128		9.63	10.10	10.62	11.15	11.70	12.29	12.90	
129		9.72	10.22	10.72	11.26	11.82	12.41	13.03	
130	Building Services Worker	9.82	10.31	10.84	11.37	11.94	12.54	13.16	
C30	Courier/Office Assistant <u>Library Services Specialist II</u> Office Assistant Parking Enforcement Officer Parking Garage Attend./Acct. Clerk I Stores Clerk	9.89	10.38	10.91	11.45	12.01	12.62	13.25	Deleted: Library Clerk
131		9.92	10.41	10.94	11.48	12.05	12.66	13.29	
132		10.02	10.53	11.04	11.60	12.17	12.79	13.43	
133		10.11	10.63	11.17	11.71	12.30	12.92	13.55	
134		10.23	10.73	11.27	11.83	12.42	13.09	13.70	
135	Emergency Services Operator (Training) <u>Library Services Specialist III</u>	10.39	10.91	11.45	12.02	12.63	13.26	13.92	Deleted: Library Assistant I
136		10.42	10.95	11.49	12.07	12.67	13.30	13.98	
137		10.54	11.05	11.61	12.20	12.80	13.44	14.11	
138		10.64	11.18	11.72	12.31	12.93	13.57	14.24	
139	Loan Processor Parking Meter Collection/Maint. Wrkr	10.74	11.28	11.85	12.44	13.06	13.71	14.40	Deleted: Animal Shelter Attendant
C39	Account Clerk II City Court Bailiff/Clerk Computer Operator Courtroom Collections Clerk Eng/Bldg Permit Clerk <u>Library Services Specialist IV</u> Meter Reader Permit Clerk <u>Police Support Specialist</u> Senior Office Assistant Telecom Specialist	10.82	11.35	11.92	12.51	13.13	13.79	14.48	Deleted: Library Assistant II Deleted: Police Clerk
140	Lead Building Services Wrkr	10.86	11.39	11.96	12.56	13.18	13.84	14.53	
141		11.02	11.58	12.15	12.76	13.40	14.07	14.77	
142		11.06	11.62	12.21	12.81	13.45	14.12	14.82	

143		11.19	11.73	12.32	12.94	13.59	14.27	14.98
144		11.29	11.86	12.45	13.07	13.72	14.41	15.12
145		11.40	11.97	12.57	13.19	13.85	14.54	15.29
146		11.52	12.09	12.70	13.34	14.00	14.70	15.43
147	Transit Service Worker Vehicle Service Technician	11.63	12.22	12.82	13.46	14.13	14.84	15.58
C47	Emergency Services Operator I Inventory Control Specialist I Senior Permit Clerk Transit Services Dispatcher	11.69	12.28	12.90	13.53	14.21	14.94	15.68
148		11.75	12.33	12.95	13.60	14.29	15.00	15.74
149		11.87	12.46	13.08	13.74	14.42	15.14	15.90
150		11.98	12.58	13.21	13.87	14.57	15.30	16.06
151		12.10	12.71	13.35	14.02	14.71	15.44	16.22
152		12.29	12.91	13.54	14.22	14.95	15.69	16.47
C52	Emergency Serv Disp I	12.29	12.91	13.54	14.22	14.95	15.69	16.47
153		12.34	12.96	13.61	14.30	15.01	15.76	16.54
154	Animal Control Officer Building Maintenance Worker Landfill Attendant Maintenance Worker	12.47	13.09	13.75	14.43	15.15	15.91	16.71
C54	Crime Analyst Identification Technician Property/Evidence Technician Senior Account/Permit Clerk Senior Account Clerk	12.54	13.16	13.82	14.51	15.24	16.00	16.80
155		12.60	13.23	13.88	14.58	15.31	16.07	16.88
156	Customer Service Representative Electrician I Mechanic I Treatment Plant Tech I Sign Fabricator	12.72	13.36	14.03	14.73	15.46	16.23	17.04
C56	Solid Waste Inspector	12.79	13.43	14.10	14.80	15.54	16.32	17.14

Deleted: Police Channel 2

Deleted: Fingerprint Tech

157	Laboratory Technician Traffic Signal Technician I Transit Operator	12.84	13.49	14.16	14.86	15.61	16.40	17.21	Deleted: Belt Filter Press Operator
C57	Senior Computer Operator	12.92	13.55	14.23	14.96	15.70	16.48	17.30	Deleted: Treatment Plant Tech I-A
158	Treatment Plan Tech I-A	12.97	13.62	14.31	15.02	15.77	16.56	17.40	Deleted: Treatment Plant Tech I-A-B
159		13.17	13.83	14.52	15.25	16.01	16.81	17.64	
C59	Emergency Serv Disp II	13.17	13.83	14.52	15.25	16.01	16.81	17.64	
160		13.24	13.89	14.60	15.33	16.09	16.89	17.74	
161	Equipment Operator/Mtc. Worker Parks Maintenance Mechanic	13.37	14.04	14.74	15.47	16.25	17.06	17.91	
C61	Planning Clerk	13.44	14.11	14.81	15.55	16.33	17.15	17.99	
162	Combination Inspector I Drafting Technician	13.50	14.17	14.89	15.64	16.41	17.23	18.10	
163		13.65	14.33	15.04	15.78	16.57	17.41	18.27	
164	Lead Animal Control Officer	13.77	14.46	15.18	15.94	16.74	17.58	18.46	
165		13.91	14.62	15.34	16.10	16.91	17.76	18.64	
166		14.05	14.75	15.49	16.26	17.09	17.93	18.83	
167		14.19	14.90	15.65	16.42	17.25	18.12	19.02	
168		14.34	15.05	15.80	16.59	17.43	18.29	19.20	
169		14.54	15.27	16.03	16.84	17.67	18.56	19.49	
C69	Emergency Serv Disp III	14.54	15.27	16.03	16.84	17.67	18.56	19.49	
170		14.63	15.36	16.12	16.92	17.78	18.66	19.60	
171	Engineering Technician Library Technician	14.77	15.51	16.28	17.10	17.94	18.85	19.79	
C71	Personal Computer Support Specialist	14.83	15.57	16.36	17.17	18.04	18.92	19.87	
172		14.91	15.66	16.45	17.26	18.13	19.03	19.99	
173		15.06	15.81	16.60	17.44	18.30	19.22	20.18	
174		15.22	15.98	16.78	17.61	18.49	19.42	20.38	
175	ARFF/Airfield Maintenance Worker Computer Programmer Senior Equipment Operator/Mtc. Wrkr	15.37	16.14	16.94	17.79	18.68	19.61	20.59	

	AFM Worker/Mechanic I							
176	Building Maintenance Mechanic Electrician II Mechanic II Solid Waste/Recycling Coordinator Traffic Signal Technician II	15.52	16.29	17.12	17.96	18.86	19.81	20.80
177	Airport Police Officer Arborist Librarian	15.68	16.46	17.28	18.15	19.06	20.00	21.00
178	Combination Inspector II	15.84	16.62	17.46	18.33	19.24	20.21	21.22
179	Treatment Plant Tech II	15.99	16.80	17.62	18.51	19.44	20.40	21.42
180	ARFF/Airfield Maintenance Mechanic	16.15	16.95	17.81	18.69	19.63	20.61	21.64
181	Treatment Plant Tech II-A Electrician III	16.32	17.13	17.98	18.88	19.83	20.82	21.86
182		16.48	17.29	18.16	19.08	20.02	21.02	22.07
183		16.63	17.48	18.34	19.27	20.23	21.24	22.30
184		16.81	17.64	18.53	19.46	20.42	21.44	22.53
185	Combination Inspector III Lead Airfield Maint. Worker Mechanic	16.97	17.82	18.72	19.65	20.63	21.66	22.75
186	Lead Building Maintenance Mechanic Lead Mechanic	17.15	17.99	18.90	19.84	20.85	21.88	22.97
195	ARFF/Electrician II	18.67	19.61	20.59	21.61	22.69	23.82	25.02

Deleted: Treatment Plant Operator I

Deleted: Electrician 11-A

Regular City Council Meeting

Date: 09/13/2010

TITLE: Public Hearing and Approval of Resolution Approving and Adopting Budget Amendments for Fiscal Year 2010/2011

PRESENTED BY: Pat Weber

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Pay Increases were not included in the FY 11 budget for Non-Bargaining or Teamsters employees. The General Fund (Administration, Human Resources, Legal, Municipal Court, Finance, Code Enforcement and Parks, Recreation and Public Lands), Public Safety Fund (Fire and Police), Gas Tax, Building, Street & Traffic, Planning, Attorney/Victim Witness, Municipal Drug Court, Police Programs, Library, Community Development, Water, Wastewater, Parking, Solid Waste, Airport, Met Transit, Motor Pool, Information Technology, Telephone, Property Insurance, Facilities Management, Public Works Administration and Public Works Engineering Funds budgets need to be amended to provide the spending authority for the pay increases.

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 may put the City of Billings in violation of State Law at fiscal year end.

FINANCIAL IMPACT

The requested budget amendments will be funded by FY 11 revenues or reserves. The total amount for Non-Bargaining and Teamsters pay increases, including benefits, is \$959,619 using a 2.9% pay increase. The General and Public Safety Funds total is \$258,915.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the resolution approving and adopting the budget amendments for Fiscal Year 2010/2011 per the attached Resolution and exhibit.

APPROVED BY CITY ADMINISTRATOR

Attachments

Attachment A

RESOLUTION 10-

A RESOLUTION TO MAKE FISCAL YEAR 2011 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 **Teamster contract ratification**, 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 13th day of September 2010.

THE CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, MAYOR

ATTEST:

BY: _____
Cari Martin, CITY CLERK

FY 2011 Teamsters and Nonbargaining 2.9% Pay Increase Plus Benefits

Exhibit A

Fund	Non-Bargaining	Teamsters	Total
010 General Fund			
1200 Municipal Court	\$ 9,691	\$ 9,275	\$ 18,966
1300 Administration	\$ 8,588	\$ -	\$ 8,588
1500 Finance	\$ 14,967	\$ 1,071	\$ 16,038
1600 Legal	\$ 24,850	\$ -	\$ 24,850
1700 Human Resources	\$ 5,904	\$ -	\$ 5,904
4300 Code Enforcement	\$ -	\$ 2,672	\$ 2,672
5100 PRPL	\$ 19,653	\$ 22,654	\$ 42,307
150 Public Safety Fund			
2100 Police	\$ 60,823	\$ 26,911	\$ 87,734
2200 Fire	\$ 17,779	\$ 34,077	\$ 51,856
205 Gas Tax Fund	\$ 1,569		\$ 1,569
209 Building Fund	\$ 16,235	\$ 10,856	\$ 27,091
211 Street/Traffic Fund	\$ 14,147	\$ 48,057	\$ 62,204
240 Planning Fund	\$ 11,965	\$ 2,671	\$ 14,636
241 Court Victim/Witness	\$ 1,878	\$ -	\$ 1,878
242 Court Victim/Witness	\$ 841	\$ -	\$ 841
243 Court Victim/Witness	\$ 1,859	\$ -	\$ 1,859
245 Court Grants	\$ 1,182	\$ -	\$ 1,182
246 Court Grants	\$ 1,182	\$ -	\$ 1,182
248 Court Grants	\$ 1,182	\$ -	\$ 1,182
252 Police Grants	\$ 2,053	\$ -	\$ 2,053
255 Police Grants	\$ 1,288	\$ -	\$ 1,288
260 Library Fund	\$ 6,677	\$ 29,921	\$ 36,598
288 Community Development	\$ 4,436	\$ 1,100	\$ 5,536
295 Community Development	\$ 1,689	\$ -	\$ 1,689
502 Water Fund	\$ 47,721	\$ 74,087	\$ 121,808
512 Wastewater Fund	\$ 15,557	\$ 26,137	\$ 41,694
521 Parking Fund	\$ 1,737	\$ 14,064	\$ 15,801
541 Solid Waste Fund	\$ 14,795	\$ 69,514	\$ 84,309
561 Airport Fund	\$ 23,778	\$ 58,095	\$ 81,873
571 Met Transit Fund	\$ 12,488	\$ 62,836	\$ 75,324
601 Motor Pool Fund	\$ 4,969	\$ 19,171	\$ 24,140
606 Telephone Fund	\$ 1,915	\$ -	\$ 1,915
620 Information Services Fund	\$ 33,278	\$ -	\$ 33,278
630 Property/Liability Fund	\$ 1,915	\$ -	\$ 1,915
650 Facilities Manager Fund	\$ 2,823	\$ 5,315	\$ 8,138
660 PW Administration Fund	\$ 11,920	\$ 1,102	\$ 13,022
670 PW Engineering Fund	\$ 34,734	\$ 905	\$ 35,639
738 Court Grants	\$ 1,060	\$ -	\$ 1,060
Grand Total	\$ 439,128	\$ 520,491	\$ 959,619