

CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

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

AGENDA

COUNCIL CHAMBERS

December 13, 2010

6:30 P.M.

CALL TO ORDER – Mayor Hanel

PLEDGE OF ALLEGIANCE – Mayor Hanel

INVOCATION – Councilmember Ronquillo

ROLL CALL

MINUTES: November 22, 2010

COURTESIES:

1. Recognition of Jeff Fox, cab driver with City Cab, for assisting Officer Buechler in recovering a stolen vehicle.

2. Certificates of Appreciation presented by Police Chief St. John for the tremendous and invaluable assistance provided to the Police Department and City of Billings following the tornado on June 20, 2010, to:

- **Montana Highway Patrol - represented by Captain Keith Edgell**
- **Montana National Guard - represented by Major Greg Olson**
- **Montana Department of Transportation - represented by Tim Kaczmarek**
- **Salvation Army - represented by Major Kevin Jackson**
- **Northwestern Energy - represented by Rick Burt**

3. Recognition of City of Billings Code Enforcement Division's receipt of the National Award for Printed Materials for the 2010 East Pioneer Park Total Urban Neighborhood Enhancement Unified Program.

PROCLAMATIONS

ADMINISTRATOR REPORTS - TINA VOLEK

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

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

A. **Bid Awards:**

1. **Two (2) Five Yard Double Dump Trucks** (Opened 11/9/10) (Delayed from 11/22/10) Recommend Bison Ford; \$269,266.00 plus the 5-year warranty of \$6,060.00, for a total of \$275,326.00, and retaining Units #1184 & #1193 to transfer to the Solid Waste Division.
2. **2011 Sewer Jet Cleaner and Manhole Vacuum System.** (Opened 11/23/10) Recommend Titan Machinery, Inc., \$262,776.07, less a trade-in of \$35,000 of the current sewer jet, and a five-year warranty on the new unit for \$3,238.00, for a net bid of \$231,014.07.
3. **Five (5) 2011 Truck Cabs and Chassis with Refuse Compactor Bodies.** (Opened 11/23/10) Recommend Schedule I: 2 units from Tri-State Truck & Equipment, \$478,466; Schedule II: 3 units from Montana Peterbilt, \$564,356.
4. **Two (2) Snow Plow Assemblies with Hydraulic Controls.** (Opened 11/30/10) Recommend Kois Brothers, \$42,789.00.

B. **Purchase of two (2) additional 2011 56,000 GVW Dump Trucks with Snow Plow Assembly and Sander** from IState for \$311,128.00, plus the 5-year warranty of \$3,250.00, with a trade-in of Unit #1154 in the amount of \$15,000, and transfer of Unit #1157 to the Solid Waste Division.

C. **Reconciling Change Order** for W.O. 08-21, Lake Elmo Drive, Riverside Sand & Gravel, \$102,168.87.

D. **Access License Agreement** to cross property owned by PM and M, LLC, Max E. Thorton and the Katherine K. Thorton Testamentary Trust to access the Briarwood Reservoir; five year license agreement with the option for three year renewals, at no financial impact to the City.

E. **Approval** of the City-County Special Investigations Unit (CCSIU) Agreement with Yellowstone County for calendar year 2011.

F. **Approval** of reimbursement up to \$5,000.00 from the Yellowstone County DUI Task Force for costs associated with training of two officers to become Drugged Driver Recognition Experts.

- G. **Amendment #3** to the contract with Montana Department of Transportation for paratransit operating assistance funded through the Federal Transit Administration New Freedom program for an additional \$98,378 in grant revenue to offset FY2011 paratransit operating expenses incurred while providing service above and beyond the Federally regulated ADA service.
- H. **Approval** of Yellowstone Historic Preservation Board grant application for Preserve America Grant Funds to develop an Electronic Downtown Walking Tour Guide, \$5,000.
- I. **Approval** of grant application to Safe Routes to School for construction of the Will James Middle School Trail Connection, 120,000.00.
- J. **Approval** of Settlement of Condemnation of Reger Properties on Grand Avenue.
- K. **Resolution** extending operation of the Mayor's Commission on Energy and Conservation to June 30, 2011.
- L. **Second/final reading ordinance for Zone Change #869:** a zone change from Public (P) to Residential 6,000 (R60) on a 50-foot by 150-foot lot in the northeast corner of Lot 3 in Section 9, Township 1S, Range 26E, located at 412 Hallowell Lane. Lean 2 LLP, owner; Marshall Phil, agent. Zoning Commission recommends approval of the zone change and adoption of the determinations of the 12 criteria.
- M. **Final plat** , Lenhardt Square Subdivision, 2nd Filing.
- N. **Bills and Payroll:**
 - 1. **November 5, 2010**
 - 2. **November 12, 2010**
 - 3. **November 19, 2010**

REGULAR AGENDA:

- 2. **PUBLIC HEARING AND FIRST READING ORDINANCE AMENDING BMCC 26-500** related to reimbursement and compensation to developers for construction of certain water and wastewater facilities, to add reimbursement for stormwater facilities, and reimbursement for construction of certain water and wastewater facilities on property located within the Limits of Annexation, but outside the approved "Red Area" identified in the City Limits of Annexation Map. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
- 3. **PUBLIC HEARING FOR VARIANCE #OP-10-01:** a variance from the Site Development Ordinance, Section 6-1203(a) and Section 6-1203(j) regarding off-street parking for New Hope Baptist Church located at 824 North 19th Street. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

4. **PUBLIC HEARING AND GRANT AWARD OF BUSINESS CONSORTIUM PROJECT FUNDING** to The Salvation Army for equipment purchase to support the Bokashi Composting Processing Center, \$100,000; and to Rimrock Foundation to acquire/rehabilitate housing units for homeless individuals, \$200,000. 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 podium.*)

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: 12/13/2010****TITLE:** Purchase of Two 2011 5-Cubic Yard Double Dump Trucks with Sanders and Plow Assemblies**PRESENTED BY:** David Mumford,
Public Works**Department:** Public Works

Information**PROBLEM/ISSUE STATEMENT**

Bids were received by the Street/Traffic Division of the Public Works Department on November 9, 2010, to purchase two 5- cubic yard double dump trucks with sanders and plow assemblies.

These are scheduled replacements and were approved as part of the Equipment Replacement Plan (ERP) and the FY 2011 budget. The new trucks will also have a 5 year warranty at the bid price. The present units will be transferred to the Solid Waste Division and be used for landfill road maintenance. On November 22, 2010, the staff requested and the Council delayed awarding the purchase until December 13, 2010, to allow additional time to review the bids.

ALTERNATIVES ANALYZED

The City Council may:

Approve purchasing two 5 - cubic yard double dumps from Bison Ford at the low bid amount of \$269,266.00, plus a 5 year warranty of \$6,060.00; or

Reject all bids and not award the purchase of the two 5 - cubic yard double dumps.

FINANCIAL IMPACT

The City received 3 bids for this Double Dump trucks as shown below:

Vendor	Bid	Trade-In	Warranty
IState	\$142,145 (x2)	Unit 1 - \$15,500 Unit 2 - \$18,500	\$2,575 (x2)
Motor Power	\$137,254 (x2)	Unit 1 - \$15,500 Unit 2 - \$18,500	\$2,650 (x2)
Bison Ford	\$134,633 (x2)	Unit 1 - \$15,500 Unit 2 - \$18,500	\$3,030 (x2)

RECOMMENDATION

Staff recommends awarding the bid for the purchase of two 5 - cubic yard double dumps in the amount of \$269,266.00 plus the 5-year warranty of \$6,060.00 to Bison Ford for a total of \$275,326.00. Staff recommends retaining Units 1184 & 1193 to transfer to the Solid Waste Division.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Date: 12/13/2010

TITLE: Bid Award - Sewer Jet Cleaner

PRESENTED BY: David Mumford,
Public Works

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Bids were received by the Distribution and Collection Division of the Public Works Department on November 23, 2010, to purchase one 2011 5-cubic yard jet cleaner and manhole vacuum system. This new unit would replace an existing sewer jet and its purchase is included in the FY11 budget and the Equipment Replacement Plan (ERP). City Council is being asked to approve the purchase from the only bidder.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the purchase of the 2011 Sewer Jet Cleaner and Manhole Vacuum System from Titan Machinery, Inc.; or
- Reject all bids and not purchase the 2011 Sewer Jet Cleaner and Manhole Vacuum System.

FINANCIAL IMPACT

The invitation for bids was advertised on November 11 and 18, 2010. Titan Machinery, Inc. submitted the only bid. Their bid was for a gross price of \$262,776.07, a trade in value of \$35,000 and five year warranty for \$3,238.00, resulting in the recommended net bid of \$231,014.07. There is sufficient money in the FY 11 budget for the Wastewater Replacement/Depreciation Fund to cover the purchase.

RECOMMENDATION

Staff recommends that Council approve the purchase of a 2011 Sewer Jet Cleaner and Manhole Vacuum System to Titan Machinery, Inc. in the amount of \$231,014.07 which includes trading-in the present sewer jet and a five-year warranty on the new unit.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting**Date: 12/13/2010****TITLE:** Approval of Award to Purchase Five New 2011 Truck Cabs and Chassis with Refuse Compactor Bodies for the Solid Waste Division**PRESENTED BY:** David Mumford,
Public Works**Department:** Public Works**Information****PROBLEM/ISSUE STATEMENT**

The Solid Waste Division FY11 Budget includes funds to replace four older garbage trucks and add one additional truck to the fleet. All are included in the approved Equipment Replacement Plan, and they are scheduled for purchase this fiscal year.

Public Works is ordering two different styles of trucks. The automated "side load" trucks are used to pick up 90 and 300-gallon residential containers. The automated "front load" trucks dump metal commercial dumpsters. The additional truck being added to the fleet is an automated front load truck that will be used to add an additional route.

ALTERNATIVES ANALYZED

The Council may:

- Award the bid as recommended; or
- Not award the bid.

FINANCIAL IMPACT

The Solid Waste Division budgeted funds to purchase the five trucks. An invitation for bids was advertised November 11th and 18th, and ten bid packets were distributed to various truck and refuse compactor vendors. Bids were received and opened on November 23, 2010. The bids are summarized as follows:

SCHEDULE I – Two (2) New Tandem Tilt Cabs, 2011 Model, 62,000 GVW Cab & Chassis with Dual Steering and 31-Cubic Yard Automated Side Loading Refuse Compactor Body with 5-Year Engine & Transmission Warranty, 5-Year Pack Cylinder Warranty, and 24-Month Packer Warranty

Bidder	Tri-State Truck	Tri-State Truck	Jack's Truck	Jack's Truck
Truck	Mack	Mack	Autocar	Autocar
Packer	Heil	Wayne	Heil	Wayne
Bid Each	\$267,233	\$246,000	\$273,342	\$252,709
Total 2 units	\$534,466	\$492,000	\$546,684	\$505,418
Less Trade #0138	(\$28,000)	(\$30,375)	(\$28,000)	(\$30,375)
Less Trade #0139	(\$28,000)	(\$30,375)	(\$28,000)	(\$30,375)
Net Bid	\$478,466	\$431,250	\$490,684	\$444,668

The two bids submitted for the Wayne packer did not meet the specifications for the type of lift arm and for the hopper ability to handle the trash when dumping 300 gallon containers. The City of Billings also has a history of high maintenance costs for that type of packer.

SCHEDULE II – Three (3) New Tandem Tilt Cabs, 2011 Model, 62,000 GVW Cab & Chassis with 40-Cubic Yard ½ Pack Front Load Refuse Compactor Body with 5-Year Engine & Transmission Warranty, Body Service Lift, 5-Year Cylinder Warranty, and 24-Month Packer Warranty

Bidder	MT Peterbilt	MT Peterbilt	Kois Brothers	Tri-State
Truck	Peterbilt	Peterbilt	Peterbilt	Mack
Packer	New Way	Wittke	Heil	New Way
Bid Each	\$205,276	\$227,462	\$215,724	\$213,446
Total 3 Units	\$615,828	\$682,386	\$647,172	\$640,338
Less Trade #0140	(\$51,472)	(\$51,472)	(\$49,000)	(\$51,472)
Net Bid	\$564,356	\$630,914	\$598,172	\$588,866

Bidder	Tri-State Truck	Tri-State Truck	Tri-State Truck	Jack's Truck
Truck	Mack	Mack	Mack	Autocar
Packer	Wittke	Heil	Pend-Pac	New Way
Bid Each	\$235,632	\$223,894	\$239,923	\$222,035
Total 3 Units	\$706,896	\$671,682	\$719,769	\$666,105
Less Trade #0140	(\$51,472)	(\$49,000)	(\$49,000)	(\$51,472)
Net Bid	\$655,424	\$622,682	\$670,769	\$614,633

Bidder	Jack's Truck	Jack's Truck	Jack's Truck
Truck	Autocar	Autocar	Autocar
Packer	Wittke	Heil	Pend-Pac
Bid Each	\$244,221	\$231,883	\$247,912
Total 3 Units	\$732,663	\$695,649	\$743,736
Less Trade \$0140	(\$51,472)	(\$49,000)	(\$49,000)
Net Bid	\$681,191	\$646,649	\$694,736

RECOMMENDATION

Staff recommends that Council award the contract for purchase of five new 2011 truck cabs and chassis with refuse compactor bodies as follows:

Schedule I –Two Units – Tri-State Truck & Equipment	\$478,466
Schedule II –Three Units – Montana Peterbilt	\$564,356

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Date: 12/13/2010

TITLE: Purchase of Two Snow Plow Assemblies with Hydraulic Controls

PRESENTED BY: David Mumford,
Public Works

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

One bid was received by the Street/Traffic Division for the Public Works Department on November 30, 2010, for two Snow Plow Assemblies with Hydraulic Controls. These two new plows will be mounted on Public Works, Distribution and Collection dump trucks. This will put two more plows on the road during snow events by using equipment and personnel that are normally used for water and wastewater projects. The purchase is included in the FY 2011 budget.

ALTERNATIVES ANALYZED

The City Council may:

Approve purchasing two Snow Plow Assemblies with Hydraulic Controls from Kois Brothers in the amount of \$42,789.00 or

Reject the bid and not purchase the two Snow Plow Assemblies with Hydraulic Controls.

FINANCIAL IMPACT

The City received 1 bid for the two Snow Plow Assemblies with Hydraulic Controls as shown below:

Vendor	Bid	Installation	Total
Kois Brothers	\$36,289.00	\$6,500.00	\$42,789.00

The spending is included in the approved FY 2011 budget.

RECOMMENDATION

Staff recommends purchasing the two Snow Plow Assemblies with Hydraulic Controls in the amount of \$42,789.00 from the low bidder, Kois Brothers.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting**Date: 12/13/2010****TITLE:** Purchase of Two (2) Additional 2011 56,000 GVW Dump Trucks with Snow Plow Assy and Sander**PRESENTED BY:** David Mumford,
Public Works**Department:** Public Works

Information**PROBLEM/ISSUE STATEMENT**

The Street/Traffic Division of the Public Works Department is scheduled to replace three (3) 56,000 GVW, 10 yard dump trucks in FY 2011. When preparing specifications earlier this year, staff inadvertently advertised for only one (1) vehicle replacement. Two bids were received on September 28, 2010 to purchase one truck with a snow plow assembly and sander. Council approved this purchase at its October 12, 2010 meeting.

The low bidder will provide the two remaining 10-yard dump trucks, plows and sanders at the same cost to the Street/Traffic Division and staff requests that Council approve the purchase. The replacement of these existing two 10-yard dump trucks was approved by the City Council in the FY11 budget and in the Equipment Replacement Plan (ERP). One of the existing dump trucks will be traded to the vendor and the other one will be transferred to the Solid Waste Division. A 5-year warranty was requested and staff recommends that the warranty be approved for both units.

ALTERNATIVES ANALYZED

The City Council May:

- Approve the purchase of two, 10-yard dump trucks with plow and sander from I-state in the amount of \$311,128.00, or
- Disapprove the recommendation and direct staff to rebid for the dump truck replacements, or
- Disapprove the recommendation and do not replace the dump trucks this year.

FINANCIAL IMPACT

The City received 2 bids for the dump trucks, plows and sanders as shown below:

Vendor	Bid	Trade In	Warranty
Istate	\$163,064.00	\$15,000.00	\$1625.00
Motor Power	\$166,188.00	\$15,000.00	\$3250.00

RECOMMENDATION

Staff recommends purchasing two, 56,000 GVW 10-yard dump trucks with snow plow assemblies and sanders for the net price of \$314,378 from I-State, which includes trading unit 1154 to the dealer for \$15,000 and the 5-year warranties for \$3,250.00. Staff also recommends transferring Unit 1157 to the Solid Waste Division.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Date: 12/13/2010

TITLE: Reconciling Change Order - W.O. 08-21 Lake Elmo Drive - Main Street to Wicks Lane

PRESENTED BY: David Mumford,
Public Works

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

W.O. 08-21 (Lake Elmo Drive project) is reconciling with Riverside Sand & Gravel for an increase in the installed quantities compared to estimated bid quantities for the amount of \$122,227.25. The project included street reconstruction with turn lanes, pavement overlay, curb and gutter, sidewalk, drive approaches, storm drain improvements, and an asphalt multi-use trail along Lake Elmo from Main Street to Wicks Lane. The reconciling change order is for increases due to unanticipated existing conditions, utility conflicts, drainage issues, extensive driveway tie ins, and sidewalk quantities.

ALTERNATIVES ANALYZED

There are no viable alternatives to the Council approving this change order because the project is completed and these material quantities, and the required labor, are already installed.

FINANCIAL IMPACT

The contract price will change as follows:

Original Contract Price	\$1,689,497.00
Previous Change Orders	\$95,275.57
Contract Price prior to this Reconciling	\$1,784,772.57
Net Increase	\$122,227.25
Contract Price with approved Reconciling	\$1,906,999.82

RECOMMENDATION

Staff recommends that Council approve the reconciling change order for W.O. 08-21 (Lake Elmo Drive) with Riverside Sand & Gravel in the amount of \$122,227.25.

APPROVED BY CITY ADMINISTRATOR

Attachments

WO 08-21 Reconciling CO

WO 08-21 Reconciling Spreadsheet

CHANGE ORDER

(Instructions on reverse side)

No. 7- Reconciling

PROJECT: WO 08-21 Lake Elmo Drive – Main St to Wicks Ln

DATE OF ISSUANCE: 11/30/2010

OWNER: City of Billings
(Name & Address) 2224 Montana Ave
Billings, MT 59101

OWNER'S PROJECT NO. WO 08-21

CONTRACTOR: Riverside Sand & Gravel
2501 4th Ave. North, Suite C
Billings, MT 59101

ENGINEER: Office of the City Engineer

ENGINEER'S PROJECT NO.

CONTRACT FOR: new roadway construction including, curb and gutter, sidewalk, pavement overlay, multi-use path, water, storm drain, signing, pavement marking, and other miscellaneous related work items.

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

Purpose of Change Order:

Reconciling for an increase in dollar amount of the installed quantities against estimated bid quantities for the amount of \$122,227.25

CHANGE IN CONTRACT PRICE:

Original Contract Price

\$1,689,497.00

Previous Change Orders No.1,2,3,4,5,6

\$95,275.57

Contract Price prior to this Change Order

\$1,784,772.57

Net Increase (decrease) of this Change

\$122,227.25

Contract Price with approved Change Order

\$1,906,999.82

CHANGE IN CONTRACT TIME:

Original Contract Time

October 29, 2010

days or date

Net Change from previous Change Orders

7 Working Days

Contract Time prior to this Change Order

November 09, 2010

days or date

Net Increase (decrease) of this Change

0

days

Contract Time with approved Change Order

November 09, 2010

days or date

RECOMMENDED:

By _____
Engineer

APPROVED:

By _____
Owner

APPROVED:

By _____
Contractor

CHANGE ORDER

INSTRUCTIONS

A. GENERAL INFORMATION

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

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

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

B. COMPLETING THE CHANGE ORDER FORM

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

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

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

PROJECT: W.O. 08-21 Lake Elmo Drive - Main St to Wicks Ln
C. O. : Seven (7) Reconciling (12/13/2010)
Schedule 1

ITEM	DESCRIPTION	UNIT	UNIT PRICE	Quantity		Dollar Amount	
				Increase / (Decrease)		Increase / (Decrease)	
1	MOBILIZATION	LS	\$24,250.00	0.00	0.00	\$0.00	\$0.00
2	TAXES, BONDS, AND INSURANCE	LS	\$4,100.00	0.00	0.00	\$0.00	\$0.00
3	TRAFFIC CONTROL	LS	\$28,500.00	0.00	0.00	\$0.00	\$0.00
4	CLEARING AND GRUBBING	LS	\$29,000.00	0.00	0.00	\$0.00	\$0.00
5	REMOVE PAVEMENT	SY	\$2.75	7,195.43	0.00	\$19,787.43	\$0.00
6	ITEM NOT USED IN THIS	SY					
7	REMOVE CURB AND GUTTER	LF	\$3.50	172.60	0.00	\$604.10	\$0.00
8	CONCRETE FLATWORK REMOVAL	SY	\$9.25	517.05	0.00	\$4,782.71	\$0.00
9	REMOVE STORM MANHOLE OR	EA	\$755.00	0.00	0.00	\$0.00	\$0.00
10	ITEM NOT USED IN THIS	LS					
11	REMOVE SIGNS	EA	\$38.00	2.00	0.00	\$76.00	\$0.00
12	REMOVE AND RESET PRIVATE	EA	\$4,400.00	0.00	0.00	\$0.00	\$0.00
13	REMOVE AND RESET PRIVATE	EA	\$3,625.00	0.00	0.00	\$0.00	\$0.00
14	REMOVE AND RESET PRIVATE	EA	\$2,470.00	0.00	0.00	\$0.00	\$0.00
15	ADJUST MANHOLE	EA	\$200.00	0.00	0.00	\$0.00	\$0.00
16	ADJUST WATER VALVE	EA	\$295.00	6.00	0.00	\$1,770.00	\$0.00
17	ITEM NOT USED IN THIS	EA					
18	ADJUST INLET	EA	\$270.00	0.00	0.00	\$0.00	\$0.00
19	ADJUST FIRE HYDRANT	EA	\$825.00	1.00	0.00	\$825.00	\$0.00
20	RELOCATE CURB STOP	EA	\$870.00	0.00	(1.00)	\$0.00	(\$870.00)
21	RELOCATE FIRE HYDRANT	EA	\$1,775.00	0.00	(1.00)	\$0.00	(\$1,775.00)
22	ITEM NOT USED IN THIS	EA					
23	EXCAVATION UNCLASSIFIED	CY	\$8.75	0.00	(767.00)	\$0.00	(\$6,711.25)
24	ITEM NOT USED IN THIS	CY					
25	TEMPORARY EROSION CONTROL	LS	\$3,500.00	0.00	0.00	\$0.00	\$0.00
26	CRUSHED AGGREGATE COURSE	CY	\$13.00	0.00	0.00	\$0.00	\$0.00
27	PLANT MIX BIT SURF GR B-MOD	TON	\$28.00	0.00	0.00	\$0.00	\$0.00
28	ASPHALT CEMENT PG 64-22	TON	\$520.00	0.00	(2.36)	\$0.00	(\$1,227.20)
29	EMULSIFIED ASPHALT SS-1	GAL	\$3.00	0.00	0.00	\$0.00	\$0.00
30	CONCRETE CURB AND	LF	\$10.00	157.70	0.00	\$1,577.00	\$0.00
31	CONCRETE SIDEWALK (4-INCH)	SF	\$3.50	2,294.90	0.00	\$8,032.15	\$0.00
32	CONCRETE SIDEWALK (6-INCH)	SF	\$4.75	0.00	(2908.00)	\$0.00	(\$13,813.00)
33	ITEM NOT USED IN THIS	SY					
34	CONCRETE PEDESTRIAN RAMP (6-	SF	\$5.75	0.00	(13.20)	\$0.00	(\$75.90)
35	DETECTABLE WARNING PANELS	SF	\$26.00	0.00	0.00	\$0.00	\$0.00
36	CONCRETE VALLEY GUTTER (6-	SF	\$6.25	0.00	(186.70)	\$0.00	(\$1,166.88)
37	CONCRETE DRIVEWAY APPROACH	SF	\$5.75	297.20	0.00	\$1,708.90	\$0.00
38	DRIVEWAY-ASPHALT	SY	\$22.00	642.50	0.00	\$14,135.00	\$0.00
39	DRIVEWAY-CONCRETE	SF	\$5.75	1,846.00	0.00	\$10,614.50	\$0.00
40	RETAINING WALL	LF	\$140.00	23.40	0.00	\$3,276.00	\$0.00
41	RETAINING WALL ADA	SF	\$25.00	39.70	0.00	\$992.50	\$0.00
42	PVC 6-IN SD	LF	\$82.00	0.00	(2.00)	\$0.00	(\$164.00)
43	PVC 12-IN SD	LF	\$54.00	0.00	0.00	\$0.00	\$0.00
44	PVC 15-IN SD	LF	\$83.00	25.50	0.00	\$2,116.50	\$0.00
45	PVC 24-IN SD	LF	\$45.00	6.00	0.00	\$270.00	\$0.00
46	ITEM NOT USED IN THIS	EA					
47	54-IN MANHOLE - SD	EA	\$3,460.00	0.00	0.00	\$0.00	\$0.00
48	ITEM NOT USED IN THIS	EA					
49	ITEM NOT USED IN THIS	EA					
50	48-IN COMBINATION MANHOLE -	EA	\$2,395.00	0.00	(1.00)	\$0.00	(\$2,395.00)
51	54-IN COMBINATION MANHOLE -	EA	\$3,200.00	0.00	0.00	\$0.00	\$0.00
52	INLETS - TYPE III / 30-IN BARREL	EA	\$1,765.00	0.00	0.00	\$0.00	\$0.00
53	CONNECT TO EXISTING SD	EA	\$250.00	0.00	0.00	\$0.00	\$0.00
54	IRRIGATION CROSSING	LS	\$7,915.00	0.00	0.00	\$0.00	\$0.00
55	STRIPING EPOXY PAINT (YELLOW)	LF	\$0.35	0.00	0.00	\$0.00	\$0.00
56	ITEM NOT USED IN THIS	LF					
57	STRIPING EPOXY PAINT (WHITE) 8-	LF	\$0.70	0.00	0.00	\$0.00	\$0.00
58	ITEM NOT USED IN THIS	LF					
59	STRIPING EPOXY PAINT (WHITE)	LF	\$6.50	0.00	0.00	\$0.00	\$0.00
60	STRIPING EPOXY PAINT - WORDS	SF	\$3.25	0.00	0.00	\$0.00	\$0.00
61	CURB PAINT (YELLOW)	GAL	\$110.00	0.00	0.00	\$0.00	\$0.00
62	RESET MAILBOX	EA	\$240.00	2.00	0.00	\$480.00	\$0.00
63	RESET MULTI-UNIT MAILBOX	EA	\$390.00	0.00	0.00	\$0.00	\$0.00
64	PRIVATE IRRIGATION	LS	\$3,840.00	0.00	0.00	\$0.00	\$0.00
65	SIGNS-INSTALLED	EA	\$395.00	0.00	0.00	\$0.00	\$0.00
66	RESET SIGN	EA	\$320.00	0.00	0.00	\$0.00	\$0.00
67	TEMPORARY FENCE	LF	\$4.25	0.00	0.00	\$0.00	\$0.00

68	FENCE	LF	\$15.00	0.00	(20.00)	\$0.00	(\$300.00)
69	NEW FIRE HYDRANT ASSEMBLY	EA	\$3,050.00	0.00	0.00	\$0.00	\$0.00
70	ITEM NOT USED IN THIS	EA					
71	ITEM NOT USED IN THIS	EA					
72	ITEM NOT USED IN THIS	LF					
73	ITEM NOT USED IN THIS	EA					
74	ITEM NOT USED IN THIS	SF					
75	ITEM NOT USED IN THIS	LF					
76	ITEM NOT USED IN THIS	EA					
77	ITEM NOT USED IN THIS	EA					
78	ITEM NOT USED IN THIS	LF					
79	ITEM NOT USED IN THIS	CY					
80	ITEM NOT USED IN THIS	CY					
81	EXPLORATORY EXCAVATION -	HRS	\$205.00	0.00	(5.00)	\$0.00	(\$1,025.00)
82	EXPLORATORY EXCAVATION -	HRS	\$310.00	0.50	0.00	\$155.00	\$0.00
	Subtotal					\$71,202.80	(\$29,523.23)

Schedule 2

1	MOBILIZATION	LS	\$22,500.00	0.00	0.00	\$0.00	\$0.00
2	TAXES, BONDS, AND INSURANCE	LS	\$7,170.00	0.00	0.00	\$0.00	\$0.00
3	TRAFFIC CONTROL	LS	\$42,100.00	0.00	0.00	\$0.00	\$0.00
4	CLEARING AND GRUBBING	LS	\$85,000.00	0.00	0.00	\$0.00	\$0.00
5	REMOVE PAVEMENT	SY	\$3.00	422.36	0.00	\$1,267.08	\$0.00
6	COLD MILLING	SY	\$12.50	299.00	0.00	\$3,737.50	\$0.00
7	REMOVE CURB AND GUTTER	LF	\$3.50	48.20	0.00	\$168.70	\$0.00
8	CONCRETE FLATWORK REMOVAL	SY	\$9.25	360.24	0.00	\$3,332.22	\$0.00
9	ITEM NOT USED IN THIS	EA					
10	REMOVE IRRIGATION	LS	\$3,975.00	0.00	0.00	\$0.00	\$0.00
11	REMOVE SIGNS	EA	\$38.00	13.00	0.00	\$494.00	\$0.00
12	ITEM NOT USED IN THIS	EA					
13	ITEM NOT USED IN THIS	EA					
14	ITEM NOT USED IN THIS	EA					
15	ADJUST MANHOLE	EA	\$190.00	0.00	0.00	\$0.00	\$0.00
16	ADJUST WATER VALVE	EA	\$295.00	0.00	0.00	\$0.00	\$0.00
17	ADJUST GAS VALVE	EA	\$410.00	2.00	0.00	\$820.00	\$0.00
18	ITEM NOT USED IN THIS	EA					
19	ADJUST FIRE HYDRANT	EA	\$825.00	0.00	(2.00)	\$0.00	(\$1,650.00)
20	RELOCATE CURB STOP	EA	\$870.00	0.00	(6.00)	\$0.00	(\$5,220.00)
21	RELOCATE FIRE HYDRANT	EA	\$1,775.00	1.00	0.00	\$1,775.00	\$0.00
22	RESET SURVEY MONUMENT	EA	\$365.00	0.00	0.00	\$0.00	\$0.00
23	EXCAVATION UNCLASSIFIED	CY	\$8.75	0.00	0.00	\$0.00	\$0.00
24	ITEM NOT USED IN THIS	CY					
25	TEMPORARY EROSION CONTROL	LS	\$4,850.00	0.00	0.00	\$0.00	\$0.00
26	CRUSHED AGGREGATE COURSE	CY	\$13.00	0.00	(336.00)	\$0.00	(\$4,368.00)
27	PLANT MIX BIT SURF GR B-MOD	TON	\$26.00	16.60	0.00	\$431.60	\$0.00
28	ASPHALT CEMENT PG 64-22	TON	\$520.00	0.80	0.00	\$416.00	\$0.00
29	EMULSIFIED ASPHALT SS-1	GAL	\$3.00	0.00	0.00	\$0.00	\$0.00
30	CONCRETE CURB AND	LF	\$10.75	1,499.70	0.00	\$16,121.78	\$0.00
31	CONCRETE SIDEWALK (4-INCH)	SF	\$3.50	13,040.88	0.00	\$45,643.08	\$0.00
32	CONCRETE SIDEWALK (6-INCH)	SF	\$4.75	0.00	(115.00)	\$0.00	(\$546.25)
33	ASPHALT PATH	SY	\$17.00	34.16	0.00	\$580.72	\$0.00
34	CONCRETE PEDESTRIAN RAMP (6-	SF	\$5.75	0.00	(187.40)	\$0.00	(\$1,077.55)
35	DETECTABLE WARNING PANELS	SF	\$26.00	0.00	(80.00)	\$0.00	(\$2,080.00)
11	CONCRETE VALLEY GUTTER (6-	SF	\$6.50	0.00	(141.10)	\$0.00	(\$917.15)
37	CONCRETE DRIVEWAY APPROACH	SF	\$5.75	1,195.90	0.00	\$6,876.43	\$0.00
38	DRIVEWAY-ASPHALT	SY	\$19.00	298.88	0.00	\$5,678.72	\$0.00
39	DRIVEWAY-CONCRETE	SF	\$5.75	1,157.78	0.00	\$6,657.24	\$0.00
40	ITEM NOT USED IN THIS	LF					
41	RETAINING WALL ADA	SF	\$25.00	0.00	(10.00)	\$0.00	(\$250.00)
42	ITEM NOT USED IN THIS	LF					
43	PVC 12-IN SD	LF	\$45.00	35.00	0.00	\$1,575.00	\$0.00
44	PVC 15-IN SD	LF	\$67.00	4.00	0.00	\$268.00	\$0.00
45	PVC 24-IN SD	LF	\$42.50	1.30	0.00	\$55.25	\$0.00
46	48-IN MANHOLE - SD	EA	\$2,660.00	0.00	0.00	\$0.00	\$0.00
47	ITEM NOT USED IN THIS	EA					
48	60-IN MANHOLE - SD	EA	\$3,322.00	0.00	0.00	\$0.00	\$0.00
49	96-IN MANHOLE - SD	EA	\$8,600.00	0.00	0.00	\$0.00	\$0.00
50	ITEM NOT USED IN THIS	EA					
51	ITEM NOT USED IN THIS	EA					
52	INLETS - TYPE III / 30-IN BARREL	EA	\$1,530.00	0.00	0.00	\$0.00	\$0.00
53	CONNECT TO EXISTING SD	EA	\$250.00	0.00	0.00	\$0.00	\$0.00
54	ITEM NOT USED IN THIS	LS					

55	STRIPING EPOXY PAINT (YELLOW)	LF	\$0.35	2,353.00	0.00	\$823.55	\$0.00
56	STRIPING EPOXY PAINT (WHITE) 4-	LF	\$0.35	0.00	(25.00)	\$0.00	(\$8.75)
57	STRIPING EPOXY PAINT (WHITE) 8-	LF	\$0.70	0.00	(20.00)	\$0.00	(\$14.00)
58	STRIPING EPOXY PAINT (WHITE)	LF	\$3.25	0.00	(50.00)	\$0.00	(\$162.50)
59	STRIPING EPOXY PAINT (WHITE)	LF	\$6.50	7.00	0.00	\$45.50	\$0.00
60	STRIPING EPOXY PAINT - WORDS	SF	\$3.25	0.00	(105.00)	\$0.00	(\$341.25)
61	CURB PAINT (YELLOW)	GAL	\$110.00	0.00	0.00	\$0.00	\$0.00
62	RESET MAILBOX	EA	\$240.00	0.00	(1.00)	\$0.00	(\$240.00)
63	RESET MULTI-UNIT MAILBOX	EA	\$390.00	0.00	0.00	\$0.00	\$0.00
64	PRIVATE IRRIGATION	LS	\$10,900.00	0.00	0.00	\$0.00	\$0.00
65	SIGNS-INSTALLED	EA	\$430.00	1.00	0.00	\$430.00	\$0.00
66	RESET SIGN	EA	\$320.00	1.00	0.00	\$320.00	\$0.00
67	ITEM NOT USED IN THIS	LF					
68	ITEM NOT USED IN THIS	LF					
69	ITEM NOT USED IN THIS	EA					
70	6" BEND - ALL ANGLES	EA	\$180.00	0.00	0.00	\$0.00	\$0.00
71	6" GATE VALVE AND BOX	EA	\$960.00	0.00	0.00	\$0.00	\$0.00
72	6" WATER MAIN	LF	\$140.00	51.00	0.00	\$7,140.00	\$0.00
73	6" CONNECTION WITH COUPLING	EA	\$495.00	0.00	0.00	\$0.00	\$0.00
74	2" INSULATION BOARD	SF	\$9.25	328.00	0.00	\$3,034.00	\$0.00
75	12" WATER MAIN	LF	\$140.00	0.00	(12.00)	\$0.00	(\$1,680.00)
76	12" CONNECTION WITH COUPLING	EA	\$1,230.00	0.00	0.00	\$0.00	\$0.00
77	SLOTTED BARREL DRYWELL	EA	\$2,200.00	0.00	0.00	\$0.00	\$0.00
78	10" SDR 35 PERFORATED/SOLID	LF	\$18.00	0.00	(26.00)	\$0.00	(\$468.00)
79	SIEWART LANE BOULDER PIT	CY	\$55.00	40.00	0.00	\$2,200.00	\$0.00
80	SMALL BOULDER PIT	CY	\$65.00	0.00	0.00	\$0.00	\$0.00
81	EXPLORATORY EXCAVATION -	HRS	\$205.00	5.00	0.00	\$1,025.00	\$0.00
82	EXPLORATORY EXCAVATION -	HRS	\$310.00	0.00	(10.00)	\$0.00	(\$3,100.00)
	Subtotal					\$110,916.36	(\$22,123.45)

Previous Change Orders

CO 1 - 1 Install Wood Split Rail Fence (3-rail)	LF	\$12.25	0.00	0.00	\$0.00	\$0.00
CO 1 - 2 Remove and Replace Irrigation Culvert	LF	\$93.00	0.00	0.00	\$0.00	\$0.00
CO 1 - 3 Reshape ditch bank	LS	\$2,050.00	0.00	0.00	\$0.00	\$0.00
CO 1 - 4 Repair Culvert	LS	\$3,220.00	0.00	0.00	\$0.00	\$0.00
CO 1 - 5 Install Temporary Business signs	EA	\$490.00	0.00	(1.00)	\$0.00	(\$490.00)
CO 1 - 6 3/4 Crushed rock w/ fabric	SY	\$3.20	0.00	0.00	\$0.00	\$0.00

CO 2 - 1 Modify Storm Drain	LS	\$4,770.13	0.00	0.00	\$0.00	\$0.00
CO 2 - 2 Repair Culvert	LS	\$1,702.80	0.00	0.00	\$0.00	\$0.00

CO 3 - 1 Flowable Fill	LS	\$1,750.00	0.00	0.00	\$0.00	\$0.00
CO 3 - 2 Remove and Reset Light Pole	LS	\$2,890.00	0.00	0.00	\$0.00	\$0.00
CO 3 - 3 Install Backflow Preventer	LS	\$3,300.00	0.00	0.00	\$0.00	\$0.00
CO 3 - 4 Install Barrel Sections	LS	\$1,920.00	0.00	0.00	\$0.00	\$0.00

CO 4 - 1 Additional Storm Drain Work	EA	\$1.00	0.00	(7755.23)	\$0.00	(\$7,755.23)
CO 4 - 2 Kuhlman Drive Fire Hydrant	EA	\$1.00	0.00	0.00	\$0.00	\$0.00
CO 4 - 3 Additional Work	LS	\$4,523.14	0.00	0.00	\$0.00	\$0.00
CO 4 - 4 Additional Tree Removals	LS	\$6,352.50	0.00	0.00	\$0.00	\$0.00

CO 5 - 1 Retaining Wall - Small Brick	SF	\$17.00	0.00	0.00	\$0.00	\$0.00
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CO 6 - 1 Traffic Control Loop - Repair	LS	\$1,480.50	0.00	0.00	\$0.00	\$0.00
CO 6 - 2 Ditch Bank Stabilization	LS	\$2,000.00	0.00	0.00	\$0.00	\$0.00

Subtotal \$0.00 (\$8,245.23)

TOTAL NET INCREASE / (DECREASE) \$182,119.15 (\$59,891.91)

RECONCILING AMOUNT \$122,227.25

Regular City Council Meeting

Date: 12/13/2010

TITLE: License Agreement to Access Water Tank Site in Briarwood

PRESENTED BY: David Mumford,
Public Works

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Access to the Briarwood Reservoir crosses undeveloped private land. The existing agreements for access have expired. The purpose of this agreement is to provide the City with access across the property owned by PM and M, LLC, Max E. Thorton and the Katherine K Thorton Testamentary Trust. The access license is for five years with the option for three year renewals following this period. When this property is developed, a permanent easement will be sought once a site plan is drafted.

ALTERNATIVES ANALYZED

The City Council may approve or disapprove the agreement. If disapproved, the City would not have access to the water reservoir and maintenance and repair would not be possible.

FINANCIAL IMPACT

Approving the license agreement does not have an immediate financial impact on the City.

RECOMMENDATION

Staff recommends that Council approve the license agreement for access across private land to the Briarwood Water Reservoir.

APPROVED BY CITY ADMINISTRATOR

Attachments

License Agreement

LICENSE AGREEMENT ACCESS TO WATER TANK SITE

This Agreement made and entered into this 17th day of November, 2010, by and between the **P M & M, LLC**, of 2060 Rimrock Road, Billings, Montana, **MAX E. THORNTON**, individually, of 11842 Pryor Road, Billings, MT, and the **KATHERINE K. THORNTON TESTAMENTARY TRUST**, of P.O. Box 30918, Billings, MT 59116-0918, (all of whom are hereinafter referred to as 'Licensor'), and the **CITY OF BILLINGS**, a Montana Municipal Corporation, of P.O. Box 1178, Billings, Montana 59103 (hereinafter referred to as 'Licensee').

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

SECTION ONE GRANT OF LICENSE AND DESCRIPTION OF PREMISES

Licensor grants to Licensee a license to occupy and use, subject to all of the terms and conditions of this Agreement, a strip of land, which is sixty (60) feet wide for one thousand five hundred ninety-two and 64/100 (1592.64) feet, and thirty (30) feet wide for seven hundred thirty-nine and 50/100 (739.50) feet, in all, two thousand three hundred thirty-two and 14/100 (2332.14) feet long, across, over and through certain real property located in the N $\frac{1}{2}$ NW $\frac{1}{4}$ Section 26, Township 1 South, Range, 26 East, P.M.M. Yellowstone County, Montana, more particularly described as follows:

Commencing at the SE corner of Tract 46A, Certificate of Survey 2165, of Amended Plat Of Tracts 35, 36, 45, and 46, of Certificate of Survey 2165, Recorded January 9, 2003, Under Document No. 3209200, Records of Yellowstone County, Montana; thence N 00° 01' 13" W for a distance of 425.25 feet to the True Point of Beginning, being also the beginning of the centerline of a 60.00 foot wide access easement being 30.00 feet on each side of the following described centerline: N55°03'46"E for a distance of 369.99 feet; thence on a curve to the left with a radius of 295.00 feet and an arc length of 347.58 feet (chord bearing N21°18'32"E and a chord length of 327.82 feet); thence N12°26'44"W for a distance of 97.35 feet; thence on a curve to the left with a radius of 60.00 feet and an arc length of 97.47 feet (chord bearing N58°58'56"W and a chord length of 87.10 feet); thence S74°28'52"W for a distance of 344.98 feet; thence on a curve to the right with a radius of 1000.00 feet and an arc length of 265.83 feet (chord bearing S82°05'47"W and a chord length of 265.04 feet); thence S89°42'43"W for a distance of 69.44 feet, to the beginning of a 30.00 foot wide access easement being 15.00 feet on each side of the following described centerline; thence N31°31'53"W for a distance of 88.62 feet, along the centerline of the 30.00 foot wide access easement; thence on a curve to the left with a radius of 100 feet and an arc length of 40.83 feet (chord bearing N43°13'41"W and a chord length of 40.55 feet); thence N54°55'29"W for a distance of 221.77 feet; thence N47°49'12"W for a distance of 77.76 feet; thence N69°55'48"W for a distance of 39.05 feet; thence N72°18'30"W for a distance of 76.95 feet; thence N80°13'26"W for a distance of 124.90 feet; thence N66°57'42"W for a distance of 69.62 feet to a point on the north line of Certificate of Survey 2165, Tract 34A of Amended Tracts 34, 35A, 36A, 37-44, 45A, 68-77 of Certificate of Survey 2165, Recorded August 12, 2004, Under Document No. 3300403, Records of Yellowstone County, Montana.

See Exhibit "A" Attached

SECTION TWO

LIMITATION TO DESCRIBED PURPOSE AND TERM

The above-described property may be occupied and used by Licensee solely for the purpose of providing Licensee ingress and egress to the site in the N½ NW ¼ Section 26, Township 1 South, Range, 26 East, P.M.M. Yellowstone County, Montana on which Licensee will construct and/or operate a municipal water tank or tanks, and for incidental purposes related to such purpose during the period beginning the date of the signing of this agreement, and continuing for a period of five (5) years. No major construction or repair shall be accomplished by the Licensee during the term of this agreement. Licensee may perform minor road repairs such as graveling or grading, or repairs that are necessary to maintain Licensee's access to the water tank site. Licensor may lock any gate or gates upon the premises, provided that Licensor provides Licensee with duplicate keys for any such locks. Licensee shall close and re-lock all gates immediately upon passing through them. No gates shall be left standing open, and no locked gates shall be left unlocked.

SECTION THREE

RENEWAL

This license may be renewed at the conclusion of the term of this agreement for additional three (3) year periods upon such terms and conditions as the parties may then agree, in writing. Licensor will cooperate with Licensee in identifying and securing permission to use an alternative route for ingress and egress to Licensee's water tank site in the event the route secured by this agreement becomes unavailable for any reason.

SECTION FOUR

CONSIDERATION

The parties agree that the consideration given by Licensee to Licensor shall be the construction, operation and maintenance of water tanks with which the Licensee shall provide a supply of municipal water to privately-owned parcels of property in the Briarwood area. The parties further agree that Licensor will receive a benefit from this activity by Licensee when municipal water is supplied to privately-owned parcels of property in the area.

SECTION FIVE

TERMINATION

If Licensee fails to comply with any condition of this Agreement at the time or in the manner provided for, the Licensor may, at its option, terminate this Agreement and be released from all obligations if the default is not cured within sixty (60) calendar days after written notice is provided to the Licensee. Said notice shall set forth the items to be

cured. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

SECTION SIX LICENSOR AS AN ADDITIONAL INSURED

Licensee shall name Licensor as a "non-municipal" additional covered party under its Memorandum of Coverage with the Montana Municipal Insurance Authority so that Licensor is an additional covered party for any damages caused by Licensee's actions, activities, or infrastructure.

SECTION SEVEN GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

SECTION EIGHT ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties relating to the subject matter contained herein. No agent or representative of either party has authority to make any representations, statements, warranties or agreements not herein expressed and all modifications or amendments of this agreement, including the appendices, must be in writing and signed by an authorized representative of each of the parties hereto.

SECTION NINE NOTICES

Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by United States Mail, First Class postage prepaid, if sent to the respective address of each party as set forth at the beginning of this agreement.

SECTION TEN ASSIGNMENTS

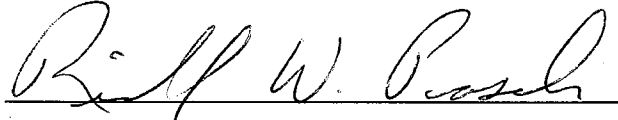
The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior written consent of the other party, which consent shall not be unreasonably denied.

**SECTION ELEVEN
LICENSE RUNS WITH THE LAND**

This license shall run with the land and shall be binding on and shall inure to the benefit of the parties to this Agreement, their respective heirs, successors, or assigns.

IN WITNESS WHEREOF the parties have hereunto affixed their hands and seals the date first hereinabove written.

PM & M LLC



By: RICHARD W. PAASCH, Manager

STATE OF MONTANA)

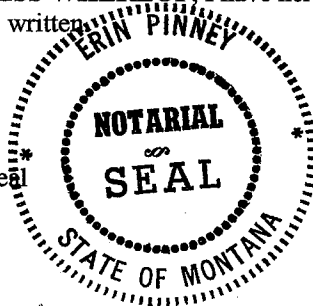
:ss

County of Yellowstone)

On this 17th day of November, 2010, before me, personally appeared **RICHARD W PAASCH**, known to me to be the person who signed the foregoing instrument and who acknowledged to me that he executed the same as the Manager of the **PM & M LLC**.

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

Notarial Seal



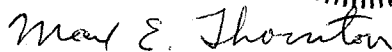


Notary Public for the State of Montana

Printed Name: Erin Pinney

Residing at Billings, Montana

My Commission Expires: October 31, 2011



MAX THORNTON, In his individual capacity

STATE OF MONTANA)

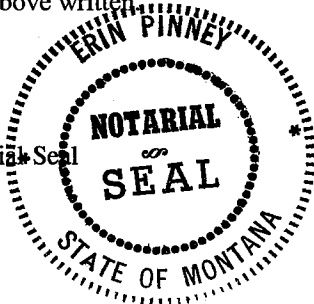
:ss

County of Yellowstone)

On this 17th day of November, 2010, before me, personally appeared **MAX E. THORNTON**, known to me to be the person who signed the foregoing instrument and who acknowledged to me that he executed the.

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

Notarial Seal





Notary Public for the State of Montana

Printed Name: Erin Pinney

Residing at Billings, Montana

My Commission Expires: October 31, 2011

KATHERINE K. THORNTON TESTAMENTARY TRUST

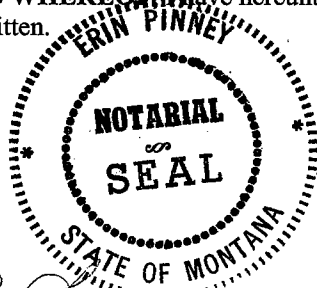
Max E. Thornton
MAX E. THORNTON, Co-Trustee

STATE OF MONTANA)
:ss
County of Yellowstone)

On this 17th day of November, 2010, before me, personally appeared **MAX E. THORNTON**, known to me to be the person who signed the foregoing instrument and who acknowledged to me that he executed the same as the Co-Trustee of the **KATHERINE K. THORNTON TESTAMENTARY TRUST**.

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

Notarial Seal



Erin Pinney
Notary Public for the State of Montana
Printed Name: Erin Pinney
Residing at Billings, Montana
My Commission Expires: October 31, 2011

Carina R. Lange, VP & WA
FIRST INTERSTATE BANK
F/K/A FIRST INTERSTATE BANK OF COMMERCE, Co-Trustee
By: Carina R. Lange (Printed Name)
Its: Vice President & Wealth Advisor

Erin Pinney
FIRST INTERSTATE BANK
F/K/A FIRST INTERSTATE BANK OF COMMERCE, Co-Trustee
By: Erin Pinney (Printed Name)
Its: Trust Specialist

STATE OF MONTANA)

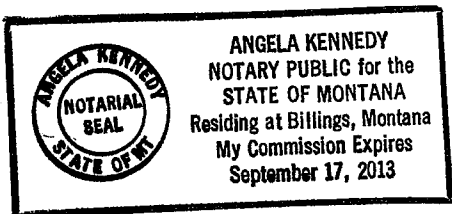
:SS

County of Yellowstone)

On this 17 day of November, 2010, before me, personally appeared Erin Diney, and Carina Lange, known to me to be the Trust Specialist and VP & WA of **FIRST INTERSTATE BANK F/K/A FIRST INTERSTATE BANK OF COMMERCE** who signed the foregoing instrument as its authorized representative and on its behalf as the Co-Trustee of the **KATHERINE K. THORNTON TESTAMENTARY TRUST**.

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

Notarial Seal



Angela Kennedy
Notary Public for the State of Montana
Printed Name: Angela Kennedy
Residing at Billings, Montana
My Commission Expires: September 17, 2013

LICENSEE:

Regular City Council Meeting

Date: 12/13/2010

TITLE: City-County Special Investigations Unit (CCSIU) Agreement for 2011

PRESENTED BY: Rich St. John,
Police

Department: Police

Information

PROBLEM/ISSUE STATEMENT

In order to continue its operations, the CCSIU Agreement with Yellowstone County must be approved each year. The current agreement will expire on December 31, 2010, so it is time to renew the agreement for the 2011 calendar year. This agreement has been reviewed by the Yellowstone County Sheriff's office and has been approved by the County Commissioners.

ALTERNATIVES ANALYZED

Council may:

- . Approve the CCSIU Agreement for calendar year 2011; or
- . Not approve the CCSIU Agreement for calendar year 2011.

FINANCIAL IMPACT

There will be no additional financial impact to the City since the costs for the officers assigned to the CCSIU are included in the Police Department budget and all expenditures for CCSIU are budgeted in Fund 718.

RECOMMENDATION

Staff recommends Council approve the City-County Special Investigations Unit (CCSIU) Agreement with Yellowstone County for calendar year 2011.

APPROVED BY CITY ADMINISTRATOR

Attachments

CCSIU Agreement 2011

AGREEMENT

CITY-COUNTY SPECIAL INVESTIGATIONS UNIT (CCSIU)

This Agreement establishes and governs the operation of the ***CITY-COUNTY SPECIAL INVESTIGATIONS UNIT (CCSIU)***:

The undersigned public agencies are charged with enforcing the law and protecting their citizens from illegal activity. Recognizing that resources are limited and that such limitations are detrimental to combating crime within Yellowstone County and the City of Billings, and recognizing that the problem can be most effectively resolved by pooling of resources and the joint exercise of respective authorities, a joint CCSIU is established.

PARTIES: This Agreement is between:

- (1) Billings Police Department
- (2) Yellowstone County Sheriff's Office

DURATION: This Agreement is in effect from January 1, 2011 through December 31, 2011.

PROJECT DESCRIPTION:

It is proposed that a joint City-County Special Investigations Unit be established. This Unit will be comprised of personnel assigned from the Yellowstone County Sheriff's Office and the Billings Police Department. It is agreed that full-time investigative personnel will be assigned to the Unit. The CCSIU will be a component of the Rocky Mountain High Intensity Drug Traffic Area (RMHIDTA). Either agency may withdraw from the Unit at any time with 30 days notice.

STRUCTURE AND ORGANIZATION:

The Unit Supervisor and Unit members will be determined by mutual agreement between both agencies. The Unit Supervisor shall be responsible to keep both agencies informed on all matters relating to the operations, including expenditures, accomplishments, problems and all other issues involving the CCSIU.

All persons assigned to the Unit shall work under the immediate supervision and direction of the Unit Supervisor. City Detectives will be indirectly supervised and evaluated by the Captain of Investigations or his designee. All persons assigned to the Unit shall adhere to the rules and regulations as set forth in the Unit's Policy and Procedures Manual, as well as their individual departmental rules, policies and procedures.

For the purpose of indemnification of participating jurisdictions against losses, damages, or liabilities arising out of the services and activities of the Unit, the personnel so assigned by any

jurisdiction shall be deemed to be continuing under the employment of that jurisdiction and its police department.

Each agency contributing personnel to the Unit will continue that employee as an employee of the contributing agency and will be solely responsible for that employee, including wages and benefits.

Any duly sworn peace officer, while assigned to duty with the Unit as herein provided and working at the direction of the Unit Supervisor, shall have the same powers, duties, privileges, protections and immunities as are conferred upon him/her as a peace officer in his/her own jurisdiction. Billings Police Officers will be deputized as Yellowstone County Sheriff's Deputies while assigned, even on a temporary basis, to the CCSIU.

CONTEMPLATED UNIT TASKS:

At the direction of the Unit Supervisor, the CCSIU will concentrate efforts on local cases. Investigations will center around narcotics trafficking and organized criminal activities. In circumstances where a determination of specific priorities of these investigations must be made, the Unit Supervisor will make the determination in consultation with the Sheriff and Police Chief, or their designees.

UNIT OBJECTIVES:

This section identifies specific targeted objectives to be attained by the CCSIU during the program year. Objectives will be reviewed and revised as necessary by December 1, 2010.

- 1) Disrupt illegal drugs, drug/gang and organized criminal activities within the City, County and State.
- 2) Gather and report intelligence data relating to illegal drugs, drug/gang and organized criminal activities within the City, County and State.
- 3) Make arrests that will impact all levels of drug and organized criminal activities.
- 4) Effectively prosecute drug traffickers and organized criminal activity participants.
- 5) Promote law enforcement cooperation through joint investigations and close coordination with other police agencies and task forces.

PETTY CASH AND FORFEITURE FUND:

Agencies involved in the City-County Special Investigations Unit will each place SIX *THOUSAND DOLLARS* (\$6,000.00) into the Petty Cash Fund. The monies will be utilized by the Unit for buys and informants. As financial transactions take place, an equal amount of monies will be deducted from each agency's monies. The Supervisor of the Unit will be responsible for administering the monies as needed and keeping a running log of all expenditures, to include incident numbers and reason for purchase(s). The money log will be

audited by the Yellowstone County Auditor or his/her representative, on a quarterly basis. A copy of the audit will be submitted to the Captain of Investigations or his designee.

Replacement of the Petty Cash Fund will be accomplished by the following procedures:

CITY OF BILLINGS:

The Unit Supervisor will make a written request through the Captain in charge of Investigations or his designee, who, in turn, will approve the request and submit it to the City Finance & Administrative Services Department. The City Financial Services Manager will direct monies to the Unit Supervisor, who will deposit the reimbursement back to the Petty Cash Fund.

YELLOWSTONE COUNTY:

The Unit Supervisor will make a written request to the Yellowstone County purchasing department to replenish their portion of the fund.

Forfeiture vehicles that are to be sold at auction will be sold at either the Yellowstone County Sheriff's Sale or at auction by the Billings Police Department. Any forfeiture monies acquired by the Unit from any source will be split equally between the agencies. All forfeiture procedures will be handled by the Unit Supervisor and the Yellowstone County Attorney's Office, at no cost to the City.

INDEMNITY CLAUSE:

The City shall have the duty to defend Yellowstone County and shall indemnify and hold harmless Yellowstone County and its agents and employees from and against all claims, liabilities, damages, losses, judgments and expenses, including attorney's fees, arising out of or resulting from this contract provided that any such claims, liability, damage, loss, judgment or expense is caused in whole or in part, by a negligent act, error or omission of the City, its employees or agents.

Yellowstone County shall have the duty to defend the City and shall indemnify and hold harmless the City and its agents and employees from and against all claims, liabilities, damages, losses, judgments and expenses, including attorney's fees, arising out of or resulting from this contract provided that any such claim, liability, damage, loss or expense is caused in whole or in part by any negligent act, error, or omission of Yellowstone County, its employees, officials or agents.

RESOURCES:

All available resources that are currently available in the City of Billings Investigations Division and in the Yellowstone County Investigations Division will be made available to the CCSIU. Any specialized equipment that is not being kept at the location of the CCSIU office will need to be borrowed by an assigned CCSIU detective from that agency.

THIS AGREEMENT IS EXECUTED THIS ____ DAY OF _____, 2010.

SIGNED:

MAYOR, CITY OF BILLINGS

DATE_____

COUNTY COMMISSIONER

DATE_____

COUNTY COMMISSIONER

DATE_____

COUNTY COMMISSIONER

DATE_____

ATTEST:

CARI MARTIN, CITY CLERK
CITY OF BILLINGS

TONY NAVE
CLERK AND RECORDER
YELLOWSTONE COUNTY

APPROVED AS TO FORM:

BRENT BROOKS, CITY ATTORNEY
CITY OF BILLINGS

CONTRACTS: CCSIU AGREEMENT 2011

Regular City Council Meeting

Date: 12/13/2010

TITLE: Drugged Driver Recognition Expert Training reimbursed by Yellowstone County DUI Task Force

PRESENTED BY: Rich St. John,
Police

Department: Police

Information

PROBLEM/ISSUE STATEMENT

At their October 21, 2010, meeting, the Yellowstone County DUI Task Force voted to approve up to \$5,000 to the Billings Police Department to reimburse per diem and other minor costs associated with sending 2 officers to the Drugged Driver Recognition Expert (DDRE) training. The Task Force believes that supporting this project is very much in line with their mission of enforcing DUI laws within our community. The majority of this training is being funded through a grant with the Department of Transportation. Training consists of 2 weeks schooling in Missoula and one week of practical experience in Maricopa County, Arizona (Phoenix). DDRE training will train officers in determining if a person is under the influence of drugs versus alcohol. Staff is requesting City Council approve the reimbursement of up to \$5,000 from the Yellowstone County DUI Task Force for training of 2 officers to become Drugged Driver Recognition Experts.

ALTERNATIVES ANALYZED

The City Council may:

- . Approve receiving up to \$5,000 reimbursement from the Yellowstone County DUI Task Force for sending 2 officers to DDRE training, or
- . Do not approve receiving up to \$5,000 reimbursement from the Yellowstone County DUI Task Force for sending 2 officers to DDRE training.

FINANCIAL IMPACT

This will be on a reimbursement basis. After the officers return, expenses will be forwarded to the Yellowstone County DUI Task Force for reimbursement.

RECOMMENDATION

Staff is requesting City Council approve the reimbursement of up to \$5,000 from the Yellowstone County DUI Task Force for per diem and minor costs associated with training of 2 officers to become Drugged Driver Recognition Experts.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Date: 12/13/2010

TITLE: Amendment Three to Contract with Montana Department of Transportation for FY 2010 Operating Assistance through FTA Section 5317 New Freedom Grant

PRESENTED BY: Thomas H. Binford

Department: Transit

Information

PROBLEM/ISSUE STATEMENT

The City of Billings, MET Transit Division receives Federal grant operating assistance through the State of Montana, Section 5317 New Freedom program. This program was established to help supplement operating expenses for paratransit service that MET provides above and beyond Federally regulated ADA service, including providing transportation to newly annexed areas of the City. On June 22, 2009, City Council accepted this Grant for the amount of \$120,002. The City of Billings, MET Transit Division was notified by the Montana Department of Transportation, Transit Division (MDT) in December 2009 that additional funds in the amount of \$40,000 were available. The accepted additional funds were reflected in Amendment One, which brought the Contract to \$160,002. The original Contract was for the period July 1, 2009 through June 30, 2010. In July 2010, MDT advised MET Transit that they were extending the Contract through March 31, 2011, so that MET Transit and MDT could finish spending the remaining balance of the New Freedom Urban Grant, resulting in the approval of Amendment Two. Recently, MET Transit was advised of the availability of additional New Freedom funds for FY 2010. Should Amendment Three to the Contract be accepted by the City, the Contract amount would increase from \$160,002 to \$258,380, and would provide the MET grant authority for an additional \$98,378 of operating expense reimbursement (like/kind local contribution) on a 50% grant, 50% local basis. Sufficient eligible operating expenses will be expended from the FY 11 budget to meet the required match amount.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the Contract as amended in the amount of \$258,380; or
- Not approve the Contract as amended in the amount of \$258,380.

FINANCIAL IMPACT

This Contract will allow the MET to access an additional \$98,378 in grant revenue to offset FY 11 paratransit operating expenses incurred providing service above and beyond the Federally regulated ADA service.

RECOMMENDATION

Staff recommends that the City Council approve and the Mayor execute the attached Amendment Three Contract with the MDT for paratransit operating assistance funded through the Federal Transit Administration New Freedom program.

APPROVED BY CITY ADMINISTRATOR

Attachments

New Freedom Contract Amendment Three

AMENDMENT #Three (3)
MONTANA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION PLANNING DIVISION
TRANSIT SECTION
CONTRACT #104580

The Montana Department of Transportation and City of Billings-Aviation and Transit Dept. (Met Transit), do hereby agree to amend Contract #104580 to include this revised budget. A breakdown of the amended budget is shown below. All other terms, conditions, requirements and specifications remain as stated in the original contract.

	ORIGINAL CONTRACT	AS AMENDED
New Freedom:		
Federal 50.00 percent share	\$80,001.00	\$129,190.00
Local 50.00 percent share	<u>\$80,001.00</u>	<u>\$129,190.00</u>
TOTAL	\$160,002.00	\$258,380.00
Totals:		
Federal	\$80,001.00	\$129,190.00
Local	<u>\$80,001.00</u>	<u>\$129,190.00</u>
	\$160,002.00	\$258,380.00

Lynn Zanto, Administrator
Transit Section

Date

MET Transit Grantee

Date

Regular City Council Meeting

Date: 12/13/2010

TITLE: Preserve America Grant Application - Development of Downtown Walking Tour

PRESENTED BY: Candi Beaudry,
Planning & Community Services

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

In 2007, the City of Billings was designated as a Preserve America Community. By that designation, the City of Billings is able to apply for Preserve America grant funds for a variety of historic preservation activities.

In 2001, the Yellowstone Historic Preservation Board, with assistance of the Community Development Division, created A Walking Tour of Historic Downtown Billings that was distributed to promote tourism in the downtown. That publication is now out of print and out of date. The Yellowstone Historic Preservation Board would like to apply for a Preserve America Grant to develop an Electronic Downtown Walking Tour Guide as well as printed copies to be distributed throughout area hotels and tourist locations. To do this, the Yellowstone County Historic Preservation Board would submit a grant application to the Montana State Historic Preservation Office for Preserve America Grant funds. The total project is estimated at \$10,000, with \$5,000 from the Preserve America Grant and \$5,000 from local matching funds, as required by the grant. Local match funding is being sought from community partners for this project and does not have to be secured at time of application.

ALTERNATIVES ANALYZED

The City Council may:

1. Approve the Mayor signing the Preserve America Grant Application
2. Deny the Mayor signing the Preserve America Grant Application
3. Delay action

FINANCIAL IMPACT

City Council approval would allow the Yellowstone Historic Preservation Board to apply for Preserve America Grant Funds. There is no direct cost associated with applying for these funds. If the grant is awarded and the local matching funds of \$5,000 are needed, staff is discussing community participation from other organizations to provide the match. The match may include in-kind contributions, which makes the securing of the match more flexible for the community.

RECOMMENDATION

Staff recommends that the City Council authorize the Mayor to sign the Preserve America Grant Application for \$5,000.

APPROVED BY CITY ADMINISTRATOR

Attachments

Preserve America Signature Page



Montana Community Revitalization Project: Heritage Planning for the New Decade

Montana State Historic Preservation Office

Grants to Preserve and Promote Montana's Heritage and Cultural Assets

2010 APPLICATION FORM

Deadline: December 17, 2010

Please follow the Guidelines and Application Instructions to complete this application. Applicants must submit one (1) signed original and four (4) copies – a total of 5 – complete application packages. See additional mailing instructions on the last page of the application form. Application shall not exceed 10 pages total and should use 10 point or larger font.

1. GENERAL PROJECT INFORMATION

Project Title (10 words or less) Development of a Downtown Billings Walking Tour Electronic and Hard Copy

Name of Applicant (Preserve America Community/THPO) City of Billings

Type of Applicant (Select only one)

- ☒ Designated Preserve America Community
☐ CLG / Community that submitted a Preserve America Community application Date submitted _____
☐ Tribal Historic Preservation Office

Amount Requested (Federal Share) \$ 5,000.00 **TOTAL Project Cost** \$ 10,000.00

APPLICANT CONTACT INFORMATION

Contact Person Lora Mattox **Title** Historic Preservation Officer

Organization City of Billings/Yellowstone Historic Preservation Board

Address 510 North Broadway, 4th Floor, Parmly Billings Library

City Billings **State** Montana **Zip Code** 59101

Daytime Telephone: (406) 247 - 8622 **FAX Number:** (406) 657 - 8327

E-mail mattoxl@ci.billings.mt.us

SIGNATURE OF AUTHORIZING OFFICIAL

(The applicant's authorizing official (city, county, or Tribal) must sign and date this form. Signatures must be original and in ink.)

Signature _____ **Date** _____

Print Name and Title _____

Regular City Council Meeting

Date: 12/13/2010

TITLE: Safe Routes to School Grant Application for Will James School Trail Connector

PRESENTED BY: Candi Beaudry,
Planning & Community Services

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

The City of Billings is seeking a Safe Routes to School (SRTS) grant in the amount of \$120,000 to build a trail connection to Will James Middle School from the trail that will be built along the north side of Broadwater between Lillis/Descro Park to Zimmerman Trail. The Broadwater trail segment was selected for funding by the City Council and then approved at the October 19th Policy Coordinating Committee meeting for CTEP funding. The City Council also recommended to PCC that the Will James Connection portion be funded through a combination of CTEP project savings and an SRTS grant. The deadline for the SRTS grant application is December 31, 2010.

ALTERNATIVES ANALYZED

Safe Routes to School grants are made available through the Montana Department of Transportation to help encourage walking and biking to and from school. Applying for this grant would give the community an opportunity to create a better link for students living south of Will James School to access the school through the City right of way between the subdivision and the Peter Yegen golf course. Students are already using an unimproved alley through this corridor, but it can get muddy and weedy depending on the weather and a hard surface trail would provide a more permanent and safer access corridor. The residents in the subdivision also use this corridor for walking and biking access from their homes.

FINANCIAL IMPACT

The Safe Routes to School grant requires no local match. It is a reimbursable funding program and could be combined with the trail project and CTEP funds that have been locally approved for the trail between Lillis/Descro Park and the trail along Zimmerman Trail.

RECOMMENDATION

Staff recommends that Council approve the submittal of the application for the Safe Routes to School application for the Will James Middle School Trail Connection.

APPROVED BY CITY ADMINISTRATOR

Attachments

SRTS Signature Page

C. Required Signatures

Project Sponsor/Title	Date
Project Manager/Title	Date
Local Government/CTEP Administrator (if applicable)	Date
Additional Partners/Title	

At any point in the application process, when questions or comments arise, contact the Taylor Lonsdale -Montana SRTS Coordinator at (406) 994-7031 or the Montana Bicycle/Pedestrian Coordinator at (406) 444-9273.

Regular City Council Meeting

Date: 12/13/2010

TITLE: Settlement of Condemnation Claim for Reger Properties on Grand Avenue

PRESENTED BY: Brent Brooks,
Legal

Department: Legal

Information

PROBLEM/ISSUE STATEMENT

As part of the Grand Avenue Widening Project, it was necessary to condemn five separate parcels of land. The owner of two of the parcels previously settled his claim with the City for the amount of the original appraisal once the work was completed. This agenda item would constitute Council approval to settle the owners' claims for two additional parcels; the former Dairy Queen location at 11th and Grand, owned by Reger Land and Investment Co., and a paved parking lot at 12th and Grand, owned by Grand Development LLC. The City and the owners of these two properties have agreed to settle both claims for an amount which corresponds to the City's most recent appraisals of the properties plus interest to which the owners are statutorily entitled, and anticipated condemnation commissioners' fees which the City would also be required to pay pursuant to statute. The City Attorney's office has discussed these settlement terms in executive session with the Council.

ALTERNATIVES ANALYZED

The Council may approve the proposed settlements or the Council may disapprove the proposed settlements.

FINANCIAL IMPACT

The City will pay, in total, \$350,000 for the property at 11th and Grand, and \$93,000 for the property at 12th and Grand. In June, 2007, the City deposited \$350,000 with the District Court pursuant to the statement of claim filed by the owner of the property at 11th and Grand, and \$93,504 pursuant to the statement of claim filed by the owner of the property at 12th and Grand. The owners have withdrawn 75% of those sums, which they are entitled to do under the statute, and if this settlement is approved and finalized with the Court, the owners would receive the remaining 25% of the amounts of their statements of claim. The City will not have to commit any new money to effectuate either of the settlements.

RECOMMENDATION

Staff recommends that the Council approve settlement of these two cases at the stated amounts.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Date: 12/13/2010

TITLE: Approval of a Resolution Extending the Energy Commission for Six Months

PRESENTED BY: Tina Volek,
City Hall Administration

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

At a Nov. 15, 2010, it was agreed by consensus of the Mayor and Council that the staff should place an extension of operation of the Mayor's Commission on Energy and Conservation for the Dec. 15 Council meeting for Council action. The direction followed a meeting at which the Energy Commission Chair, Dr. Robert Merchant, made a presentation on a proposed New Energy Cities Program. The New Energy Cities program's intent is to improve energy efficiency and conservation for the entire community through a collaboration between public and private groups and the holding of a 2-day workshop to develop leadership and move forward with a strategy and action plan. At least one citizen at the Nov. 15 work session said continuance of the Energy Commission was necessary to have people to help complete a New Energy Cities Program plan.

A 10-member Mayor's Commission on Energy Conservation was created by the Council on August 14, 2006, to consider ways for the City to conserve energy, including ways the City could reduce the amount it spent on energy and to limit the City's energy use impact on the environment; and to make recommendations on areas where the City could assist citizens in minimizing pollution amid energy consumption.

The commission has appeared before the Council on programs including the New Energy Cities program; the Energy Star initiative, which reports on City energy consumption and citizen opportunities for improving their energy use; a wind farm grant opportunity that was declined by the Council in part because of the shortness of time for application; and the City's performance contracting program, in which the City could bond for energy-saving improvements in City facilities that would be guaranteed by the utility cost savings achieved.

In addition to the 10 commission members, the Council previously appointed nine staff members to serve as ex-officio members of the commission. Those members were nominated by the City Administrator.

If the Council approves extension of the commission's life, reappointments and appointments to fill commission and staff ex-officio positions could be made at the Dec. 20, 2010, Council session, along with other appointments due at that time.

ALTERNATIVES ANALYZED

The Council may:

- Approve the attached resolution extending the term of the Mayors' Commission on Energy and Conservation to June 30, 2011;
- Amend the resolution to extend the term for another amount; or
- Decline to extend the commission's term, which would cause it to sunset on Dec. 31, 2010.

FINANCIAL IMPACT

There have been no costs other than Council and staff time to operate the Mayor's Commission on Energy and Conservation. If the commission goes forward with the New Energy Cities Program, there could be a \$15,000 fee for the City to participate in a 2-day workshop for the City to begin the program.

RECOMMENDATION

If the Council wishes to participate in the New Energy Cities Program, it is recommended that the Council approve the commission extension to assist in the project.

APPROVED BY CITY ADMINISTRATOR

Attachments

Energy Commission Resolution

RESOLUTION NO. 10-_____

**A RESOLUTION OF THE BILLINGS, MONTANA, CITY COUNCIL,
EXTENDING THE TERM OF THE MAYOR'S COMMISSION
ON ENERGY AND CONSERVATION THROUGH JUNE 30, 2011**

WHEREAS, a 10-member Mayor's Commission on Energy and Conservation was created by the Billings Mayor and City Council on Aug. 14, 2006, with terms that expired Dec. 31, 2010, or whenever the commission members determined by majority vote that their work was completed; and

WHEREAS, the purpose of the commission was to consider ways to conserve energy, including areas where the city might reduce the amount of money it spends on energy and ways to limit the city's energy use impact on the environment; and

WHEREAS, the commission also was allowed to recommend additional areas in which government could assist citizens in minimizing pollution and energy consumption; and

WHEREAS, nine staff members were nominated by the City Administrator and approved as ex-officio members of the commission by the Mayor and Council; and

WHEREAS, at a November 15, 2010, work session, the Mayor and City Council by consensus directed staff to prepare a resolution extending the Mayor's Commission on Energy and Conservation for six months.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, DOES HEREBY APPROVE extension of the Mayor's Commission on Energy and Conservation until June 30, 2011; and

FURTHER, THE CITY COUNCIL OF THE CITY OF BILLINGS DOES HEREBY APPROVE the extension of the terms of current city employees who serve as ex-officio departmental representatives of the commission.

APPROVED AND ADOPTED this 13th day of December, 2010.

THE CITY OF BILLINGS

By: _____
Thomas W. Hanel, Mayor

ATTEST:

Cari Martin, City Clerk

Regular City Council Meeting

Date: 12/13/2010

TITLE: Zone Change #869 - 2nd reading

PRESENTED BY: Candi Beaudry,
Planning & Community Services

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

This is a zone change request from Public (P) to Residential 6,000 (R-60) on a 50 foot by 150 foot lot in the northeast corner of Lot 3 in Section 9, T1S, R26E located at 412 Hallowell Lane. The property is owned by Lean 2, LLP, and the agent is Marshall Phil of Blueline Engineering. The owners conducted a pre-application neighborhood meeting on September 27, 2010 at 7:00 pm at the residence on the subject property. The Zoning Commission conducted a public hearing on November 3, 2010, and forwarded a recommendation of approval and adoption of the 12 criteria on a 5-0 vote. On November 22, 2010, the City Council conducted a public hearing and adopted the zone change on 1st reading.

ALTERNATIVES ANALYZED

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

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

FINANCIAL IMPACT

If approved, the zone change will ensure the long-term taxable value of the property and protect the city tax base in this area.

RECOMMENDATION

The Zoning Commission is forwarding a recommendation of approval and adoption of the 12 criteria for Zone Change #869 on a 5-0 vote.

APPROVED BY CITY ADMINISTRATOR

Attachments

Ordinance

ORDINANCE NO. 10-_____

AN ORDINANCE AMENDING THE ZONE CLASSIFICATION FOR a 50 foot by 150 foot unplatted lot in the northeast corner of Lot 3, Section 9, Township 1 South, Range 26 East containing 7,500 square feet of land and generally located at 412 Hallowell Lane.

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

1. RECITALS. *Title 76, Chapter 2, Part 3, MCA, and Sections 27-302 and 27-1502, BMCC*, provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the twelve (12) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the twelve (12) criteria required by state law.

2. DESCRIPTION. A tract of land known as a 50 foot by 150 foot unplatted lot in the northeast corner of Lot 3, Section 9, Township 1 South, Range 26 East containing 7,500 square feet of land and is presently zoned **Public (P)** and is shown on the official zoning maps within this zone.

3. ZONE AMENDMENT. The official zoning map is hereby amended and the zoning for **the above described parcel** is hereby changed from **Public (P)** to **Residential 6,000 (R-60)** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Residential 6,000 (R-60)** as set out in the Billings, Montana City Code.

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

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

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

PASSED, ADOPTED AND APPROVED on second reading December 13, 2010.

CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

BY: Cari Martin, City Clerk

Zone Change #869 – 412 Hallowell Lane

Regular City Council Meeting

Date: 12/13/2010

TITLE: Final Plat of Lenhardt Square Subdivision, 2nd Filing

PRESENTED BY: Candi Beaudry,
Planning & Community Services

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

The final plat for Lenhardt Square Subdivision, 2nd Filing, is being presented to Council for approval. On December 10, 2009, City staff held a pre-application meeting with the applicant to discuss the creation of a two-lot subdivision of 20.73 acres 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 northwest corner of King Avenue West and 44th Street West. It is zoned Planned Development – Lenhardt Square. There is one existing single-family residence (the original homestead before development started) on proposed Lot 1, and Lot 2 will continue to be used for agriculture until it is further divided and/or developed. The property owner, Lenhardt Property, LP, submitted this expedited plat in order to maintain the existing residence on a smaller land parcel, which reduces the tax burden for the entire property. The agent for this application is Sanderson Stewart. 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 Lenhardt Square Subdivision, 2nd Filing. If the City Council chooses to deny the final plat, it must base the denial on the criteria outlined in MCA, 76-3-611 and BMCC, Section 23-305(F).

FINANCIAL IMPACT

Should the City Council approve the final plat, the creation of a one-acre lot for the existing residence and a 19-acre agricultural lot will result in decreased revenues for the City due to the reduction in special assessments such as storm sewer, street maintenance and the arterial construction fee.

RECOMMENDATION

Staff recommends that the City Council approve the final plat of Lenhardt Square Subdivision, 2nd Filing.

APPROVED BY CITY ADMINISTRATOR

Attachments

Final Plat

LENHARDT SQUARE SUBDIVISION, SECOND FILING

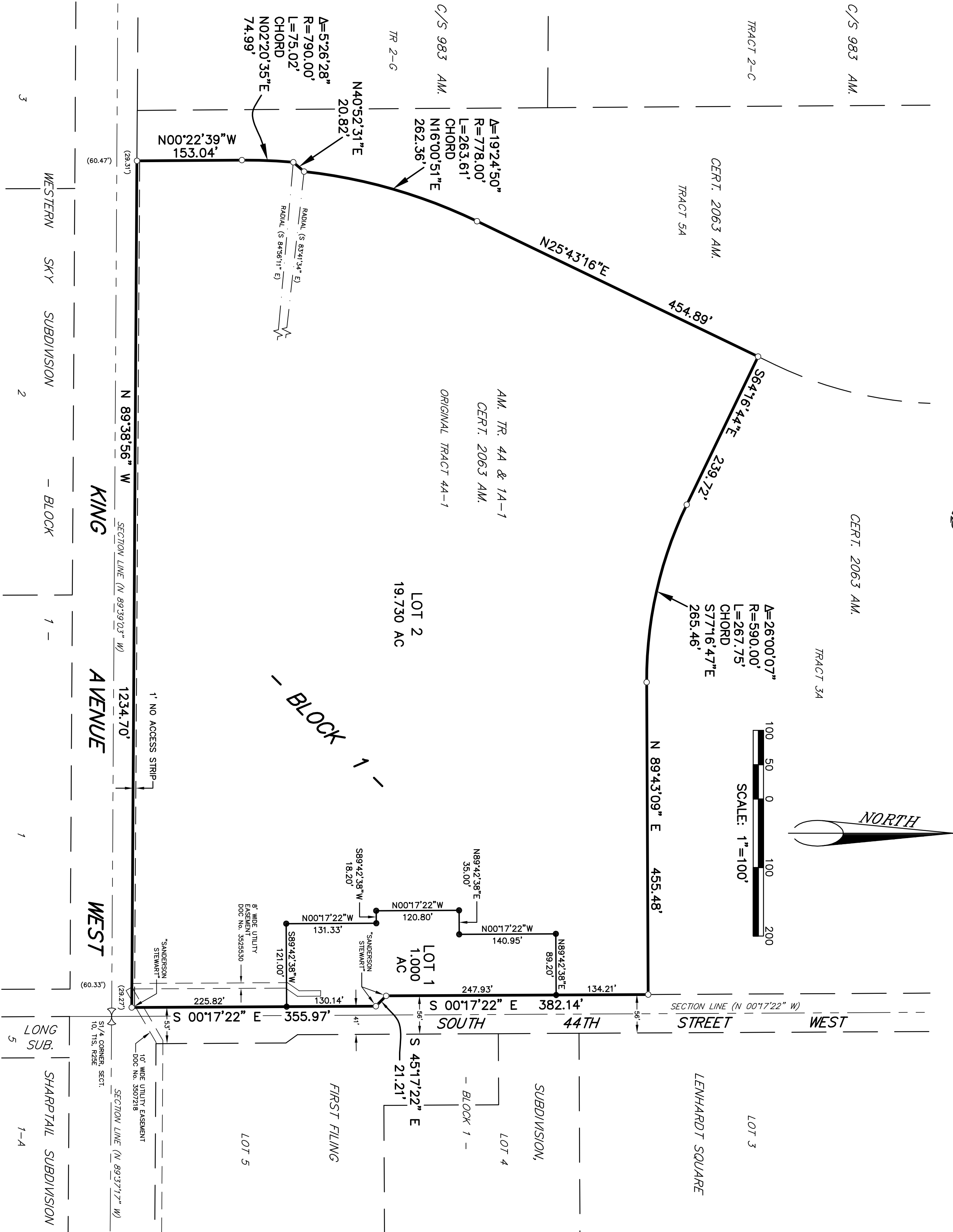
BEING TRACT 4A-1 OF AMENDED TRACT 4A AND 1A-1 OF
CERTIFICATE OF SURVEY No. 2063 AMENDED
SITUATED IN THE SW1/4 OF SECTION 10, T. 1 S., R. 25 E., P.M.M.,
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : LENHARDT PROPERTY, LP

PREPARED BY : SANDERSON STEWART



NOVEMBER, 2010
BILLINGS, MONTANA



CERTIFICATE OF CITY ATTORNEY

This document has been reviewed by the City Attorney's office and is acceptable as to form.

Date: _____
Reviewed by: _____

ERRORS AND OMISSIONS REVIEW

I hereby certify that I have examined the annexed and foregoing plat for errors and omissions and find that the same conform to the requirements of the laws of the State of Montana, and that said plat conforms to the adjoining additions and plats of the City of Billings already platted as hereby as circumstances will permit.

Examining Land Surveyor _____ Date _____

CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned owners of the following described tract of land do hereby certify that they have caused to be surveyed, subdivided and platted into lots, blocks and streets as shown on the annexed plat, said tract being situated in the SW1/4 of Section 10, T. 1 S., R. 25 E., P.M.M., in the City of Billings, Yellowstone County, Montana, said tract being more particularly described as follows, to-wit: Tract 4A-1 of Amended Tract 4A & 1A-1 of Certificate of Survey No. 2063 Amended, as recorded in the Office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3525528. There is no park requirement for this subdivision pursuant to Section 76-3-621(3)(d), M.C.A. and exemptions "subdivisions in which only one additional lot is created."

The undersigned hereby grants unto all utility companies, as such are defined and established by Montana Law, and cable television companies, an easement for the location, maintenance, repair and removal of their lines over, under and across the areas designated on the plat as "UTILITY EASEMENT" to have and hold forever. Said tract to be known and designated as LENHARDT SQUARE SUBDIVISION, SECOND FILING, and the lands included in said tract, including easements, and parts as shown on the annexed plat are hereby granted and donated to the use of the public forever.

LENHARDT PROPERTY, LP
a Montana limited partnership

LENHARDT FARM, LLC
a Montana limited liability company

By: _____ Title: _____

By: _____ Title: _____

LENHARDT ENTERPRISES, LLC
a Montana limited liability company

By: _____ Title: _____

By: _____ Title: _____

BASIS OF BEARING: AM. TR. 4A & 1A-1, C.O.S. 2063 AM.

- FOUND SURVEY MONUMENT, REBAR AND CAP MARKED
- "ENGINEERING INC., OR AS NOTED
- SET 5/8" X 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART"

NOTICE OF APPROVAL

STATE OF MONTANA)
County of Yellowstone) ss
This plat has been approved for filing by the Yellowstone County Board of Planning and conforms to the recommendations of this board.

Date _____ President _____

Executive Secretary _____

CERTIFICATE OF CITY COUNCIL APPROVAL

STATE OF MONTANA)
County of Yellowstone) ss
We hereby certify that we have examined the annexed and foregoing PLAT OF LENHARDT SQUARE SUBDIVISION, SECOND FILING, and find that the same conform to the requirements of the laws of the State of Montana, and the requirements of The Yellowstone County Board of Planning. It is therefore approved and the dedication to public use of any and all lands shown on this plat as being dedicated to such use are accepted.

IN WITNESS WHEREOF, we have set our hands and the seal of the CITY OF BILLINGS, MONTANA, this _____ day of _____, 20____.

CITY OF BILLINGS, MONTANA

By: _____ Mayor _____

Attest: _____ City Clerk _____

SUBDIVISION IMPROVEMENT AGREEMENT

Document No. _____

CONSENT TO PLATTING

Document No. _____



Regular City Council Meeting

Date: 12/13/2010

TITLE: Payment of Claims November 05, 2010.

PRESENTED BY: Pat M. Weber, Financial Services Manager

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$923,712.66 have been audited and are presented for your approval for payment. A complete listing of the claims dated November 5, 2010, is available in the Finance Department.

ALTERNATIVES ANALYZED

The Council may:

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

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that Council approve Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

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	
11/05/2010 240-4301-419.72-14	738551 10/29/2010	ACTIVE TRANSPORTATION ALTERNAT ALT MODE OCT 2010	20644	ALT MODE OCT	279191 04/2011	5,667.00 5,667.00	
11/05/2010 561-7110-711.33-90	738560 10/28/2010	AMERICAN ASSOC OF AIRPORT EXEC INVOICE #2011REG-046589	123	2011REG-046589	F11824 04/2011	3,750.00 3,750.00	
11/05/2010 502-7400-603.23-60	738576 11/01/2010	BRANCH GROUP INC MISC SERVICES	21207	S100340363.004	279244 05/2011	2,959.12 2,959.12	
11/05/2010 296-6554-463.72-75	738582 11/01/2010	C & H CONSTRUCTION AND CUSTOM WANDA BOTTOMS 627 N 13TH	21407	123457	279269 05/2011	6,517.00 6,517.00	
11/05/2010 245-1257-412.35-81 247-1251-412.39-90 248-1263-412.35-81	738591 10/28/2010 10/28/2010 10/28/2010	COMMUNITY SOLUTIONS INC BAMHC SUPERVISION - SEPT BAMDUI PROB/TESTING-SEPT BAMDUI PROB/TESTING-SEPT	18339	2011-4 2011-4 2011-4	279076 04/2011 279083 04/2011 279083 04/2011	7,192.31 1,000.00 2,500.00 3,692.31	
11/05/2010 503-7591-609.93-40	738592 11/01/2010	COP CONSTRUCTION CO WO1001 WTR & SWR REPLC	865	5	274057 05/2011	41,169.91 41,169.91	
11/05/2010 512-8500-625.34-20 150-2221-422.34-20 805-1570-425.53-50	738593 11/01/2010 11/03/2010 10/28/2010	COUNTY WATER DISTRICT OF MISC SERVICES FIRE6:WATER/14,460 GALLNS MISC SERVICES	881	1603500 NOV10 16118-00 10OCT 1399	279264 05/2011 276921 05/2011 279329 04/2011	19,692.65 166.17 43.28 19,483.20	
11/05/2010 203-1513-466.35-47	738607 10/21/2010	DOWNTOWN BILLINGS BID, INC. MISC SERVICES	19065	67	279325 04/2011	5,000.00 5,000.00	
11/05/2010 627-1752-417.35-12 627-1752-417.35-15 627-1752-417.51-61 627-1752-417.35-11 627-1752-417.35-15 627-1752-417.35-13	738609 10/29/2010 10/29/2010 10/29/2010 10/29/2010 10/29/2010 10/29/2010	EBMS ADMIN FEES SPECIFIC PREM CARE LINK FEE FLEX ADMIN FEE PRO FEE SCRIPTS	20398		05/2011 05/2011 05/2011 05/2011 05/2011 05/2011 05/2011	62,182.30 16,674.00 31,708.50 7,001.30 2,095.00 3,451.00 1,252.50	
11/05/2010 607-2235-486.35-82	738613 11/04/2010	EF JOHNSON COMPANY 800MHZ/PRP/YEAR3/JUN2011	12555	553643 YR3/800	279351 05/2011	44,000.00 44,000.00	
11/05/2010 10-1512-415.35-30	738614 10/31/2010	EIDEBAILLY LLP MISC SERVICES	15349	203025	279347 04/2011	11,800.00 11,800.00	
11/05/2010 260-5512-455.35-74	738633 11/04/2010	GUARDIAN SECURITY INC INVOICE 995353 SECURITY S	12486	995353	F11857 05/2011	5,865.00 5,865.00	
11/05/2010 845-3186-431.93-10	738636 11/01/2010	HDR INC WO0914 WICKS & ST ANDREWS	1544	3/237481-H	276249 05/2011	5,036.57 5,036.57	
11/05/2010 289-6581-464.72-18	738639 11/01/2010	HOUSING AUTHORITY OF BILLINGS MISC SERVICES	7959	FY2011-1	279272 05/2011	5,523.50 5,523.50	

PROGRAM: GM350L

MINIMUM AMOUNT: 2,500.00

CITY OF BILLINGS

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11/05/2010	738641	IAFF	20196			4,228.20	
900-0000-209.99-20	11/05/2010	PAYROLL SUMMARY	20101105		05/2011	4,228.20	
11/05/2010	738647	INGRAM BOOK COMPANY	1820			4,419.59	
260-5519-455.32-55	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54145905	278623	05/2011	21.22	
260-5519-455.32-27	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54152874	278623	05/2011	64.63	
260-5519-455.32-27	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54152875	278623	05/2011	85.27	
260-5519-455.32-23	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54152876	278623	05/2011	14.84	
260-5519-455.32-26	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54152876	278623	05/2011	46.83	
260-5519-455.32-27	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54152877	278623	05/2011	61.13	
260-5519-455.32-26	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54244581	278623	05/2011	67.23	
260-5519-455.32-23	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54244582	278623	05/2011	34.09	
260-5519-455.32-26	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54244582	278623	05/2011	181.57	
260-5519-455.32-27	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54244583	278623	05/2011	42.05	
260-5519-455.32-26	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54244584	278623	05/2011	131.69	
260-5519-455.32-27	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54244585	278623	05/2011	8.37	
260-5519-455.32-55	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54244586	278623	05/2011	20.04	
260-5519-455.32-26	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54244587	278623	05/2011	74.72	
260-5519-455.32-27	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54244588	278623	05/2011	37.17	
260-5519-455.32-27	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54244589	278623	05/2011	31.80	
260-5519-455.32-26	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54244590	278623	05/2011	49.53	
260-5519-455.32-27	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54244591	278623	05/2011	15.34	
260-5519-455.32-27	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54244592	278623	05/2011	8.97	
260-5519-455.32-26	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54244593	278623	05/2011	14.74	
260-5519-455.32-27	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54244594	278623	05/2011	11.37	
260-5519-455.32-55	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54244595	278623	05/2011	10.61	
260-5519-455.32-26	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54244596	278623	05/2011	38.46	
260-5519-455.32-23	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54274327	278623	05/2011	21.99	
260-5519-455.32-26	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54274327	278623	05/2011	8.97	
260-5519-455.32-23	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54274328	278623	05/2011	17.99	
260-5519-455.32-26	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54274328	278623	05/2011	24.88	
260-5519-455.32-27	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54274329	278623	05/2011	490.37	
260-5519-455.32-23	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54274330	278623	05/2011	10.99	
260-5519-455.32-26	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54274331	278623	05/2011	14.75	
260-5519-455.32-27	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54294551	278623	05/2011	29.50	
260-5519-455.32-26	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54294552	278623	05/2011	10.78	
260-5519-455.32-27	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54294553	278623	05/2011	48.00	
260-5519-455.32-26	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54294554	278623	05/2011	21.36	
260-5519-455.32-27	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54294555	278623	05/2011	27.84	
260-5519-455.32-42	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54294556	278623	05/2011	19.77	
260-5519-455.32-23	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54294557	278623	05/2011	8.22	
260-5519-455.32-26	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54294558	278623	05/2011	9.57	
260-5519-455.32-26	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54334684	278623	05/2011	29.46	
260-5519-455.32-23	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54334685	278623	05/2011	16.47	
260-5519-455.32-26	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54334685	278623	05/2011	48.29	
260-5519-455.32-26	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54334686	278623	05/2011	31.52	
260-5519-455.32-26	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54334687	278623	05/2011	46.28	
260-5519-455.32-27	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54334688	278623	05/2011	8.39	
260-5519-455.32-26	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54334689	278623	05/2011	282.19	

PROGRAM: GM350L

MINIMUM AMOUNT: 2,500.00

CITY OF BILLINGS

FROM 11/05/2010 TO 11/05/2010

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
260-5519-455.32-26	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54334690	278623	05/2011	49.53	
260-5519-455.32-26	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54334692	278623	05/2011	30.64	
260-5519-455.32-55	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54334693	278623	05/2011	116.46	
260-5519-455.33-82	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54334693	278623	05/2011	56.36	
260-5519-455.32-26	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54334694	278623	05/2011	47.74	
260-5519-455.32-26	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54334695	278623	05/2011	33.55	
260-5519-455.32-27	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54334696	278623	05/2011	10.79	
260-5519-455.32-55	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54334697	278623	05/2011	9.60	
260-5519-455.32-23	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54334698	278623	05/2011	39.59	
260-5519-455.32-42	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54334698	278623	05/2011	145.13	
260-5519-455.32-42	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54334699	278623	05/2011	16.49	
260-5519-455.32-27	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54334700	278623	05/2011	15.90	
260-5519-455.32-42	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54334701	278623	05/2011	16.49	
260-5519-455.32-26	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54334702	278623	05/2011	30.03	
260-5519-455.32-26	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54334703	278623	05/2011	14.72	
260-5519-455.32-26	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54334704	278623	05/2011	9.60	
260-5519-455.32-27	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54334705	278623	05/2011	13.19	
260-5519-455.32-41	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54334706	278623	05/2011	162.35	
260-5519-455.32-42	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54334706	278623	05/2011	75.44	
260-5519-455.32-26	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54344973	278623	05/2011	25.95	
260-5519-455.32-26	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54344974	278623	05/2011	47.95	
260-5519-455.32-23	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54369380	278623	05/2011	49.48	
260-5519-455.32-42	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54369380	278623	05/2011	129.18	
260-5519-455.32-55	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54396729	278623	05/2011	21.22	
260-5519-455.32-27	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54408140	278623	05/2011	41.89	
260-5519-455.32-26	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54408141	278623	05/2011	59.56	
260-5519-455.32-26	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54408142	278623	05/2011	122.04	
260-5519-455.32-26	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54408143	278623	05/2011	139.73	
260-5519-455.32-26	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54408144	278623	05/2011	74.86	
260-5519-455.33-82	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54408145	278623	05/2011	489.63	
260-5519-455.32-26	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54408146	278623	05/2011	25.95	
260-5519-455.32-27	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54408147	278623	05/2011	11.77	
260-5519-455.33-82	11/03/2010	PUBLICATIONS/AUDIOVISUAL	54408148	278623	05/2011	11.99	
260-5519-455.32-26	11/03/2010	PUBLICATIONS/AUDIOVISUAL	564334691	278623	05/2011	17.98	
11/05/2010	738656	JTL GROUP INC DBA KNIFE RIVER	2417			3,400.74	
211-3132-433.47-10	11/04/2010	ROAD AND HIGHWAY MATERIAL	229557	279349	05/2011	296.45	
211-3132-433.45-20	11/04/2010	ROAD/HIGHWAY MATERIAL	229728	279349	05/2011	66.63	
211-3132-433.45-20	11/04/2010	ROAD/HIGHWAY MATERIAL	229737	279349	05/2011	105.21	
211-3132-433.45-20	11/04/2010	ROAD/HIGHWAY MATERIAL	229774	279349	05/2011	226.64	
211-3132-433.45-20	11/04/2010	ROAD/HIGHWAY MATERIAL	229987	279349	05/2011	716.34	
211-3132-433.45-20	11/04/2010	ROAD/HIGHWAY MATERIAL	230027	279349	05/2011	131.19	
211-3132-433.45-20	11/04/2010	ROAD/HIGHWAY MATERIAL	230315	279349	05/2011	671.14	
211-3132-433.45-20	11/04/2010	ROAD/HIGHWAY MATERIAL	230323	279349	05/2011	35.95	
211-3132-433.45-20	11/04/2010	ROAD/HIGHWAY MATERIAL	230663	279349	05/2011	337.03	
211-3132-433.45-20	11/04/2010	ROAD/HIGHWAY MATERIAL	230996	279349	05/2011	32.42	
211-3132-433.45-20	11/04/2010	ROAD/HIGHWAY MATERIAL	231015	279349	05/2011	187.27	
211-3132-433.45-20	11/04/2010	ROAD/HIGHWAY MATERIAL	231024	279349	05/2011	107.47	
211-3132-433.45-20	11/04/2010	ROAD/HIGHWAY MATERIAL	231261	279349	05/2011	451.68	
211-3132-433.45-20	11/04/2010	ROAD/HIGHWAY MATERIAL	231272	279349	05/2011	35.32	

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ACCOUNT #		TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
11/05/2010	738674	MERIT FINANCIAL PRESS INC	16890				3,176.16
406-7119-476.55-10		10/25/2010	MISC SERVICES	3708	279327	04/2011	3,176.16
11/05/2010	738679	MIDWEST TAPE	13470				2,576.61
260-5519-455.33-36		11/01/2010	PUBLICATIONS/AUDIOVISUAL	2305595	279274	05/2011	558.86
260-5519-455.33-36		11/01/2010	PUBLICATIONS/AUDIOVISUAL	2305596	279274	05/2011	145.91
260-5519-455.32-23		11/01/2010	PUBLICATIONS/AUDIOVISUAL	23112187	279274	05/2011	10.99
260-5519-455.32-27		11/01/2010	PUBLICATIONS/AUDIOVISUAL	2312184	279274	05/2011	19.99
260-5519-455.33-36		11/01/2010	PUBLICATIONS/AUDIOVISUAL	2312185	279274	05/2011	223.26
260-5519-455.33-36		11/01/2010	PUBLICATIONS/AUDIOVISUAL	2312186	279274	05/2011	534.01
260-5519-455.32-27		11/01/2010	PUBLICATIONS/AUDIOVISUAL	2318934	279274	05/2011	12.78
260-5519-455.32-43		11/01/2010	PUBLICATIONS/AUDIOVISUAL	2318934	279274	05/2011	145.93
260-5519-455.32-25		11/01/2010	PUBLICATIONS/AUDIOVISUAL	2318935	279274	05/2011	391.82
260-5519-455.32-25		11/01/2010	PUBLICATIONS/AUDIOVISUAL	2318936	279274	05/2011	47.99
260-5519-455.33-36		11/01/2010	PUBLICATIONS/AUDIOVISUAL	2318937	279274	05/2011	195.08
260-5519-455.32-23		11/01/2010	PUBLICATIONS/AUDIOVISUAL	2318939	279274	05/2011	8.79
260-5519-455.33-36		11/01/2010	PUBLICATIONS/AUDIOVISUAL	2318939	279274	05/2011	254.22
260-5519-455.33-34		11/01/2010	PUBLICATIONS/AUDIOVISUAL	2318940	279274	05/2011	16.99
260-5519-455.32-42		11/01/2010	PUBLICATIONS/AUDIOVISUAL	2332739	279274	05/2011	9.99
11/05/2010	738685	MONTANA DAKOTA UTILITIES CO	2492				11,711.89
561-7117-711.34-40		10/28/2010	073869 28	102810	F11819	04/2011	12.89
502-7400-603.34-40		11/04/2010	PUD	04571122		05/2011	10.40
512-8500-625.34-40		11/04/2010	PUD	04695121		05/2011	11.01
10-5126-451.34-40		11/04/2010	REC	05839223		05/2011	22.05
502-7400-603.34-40		11/04/2010	PUD	07162021		05/2011	10.40
502-7400-603.34-40		11/04/2010	PUD	07342023		05/2011	22.05
502-7400-603.34-40		11/04/2010	PUD	07365822	50%	05/2011	5.82
502-7400-603.34-40		11/04/2010	PUD	07365822	50%	05/2011	5.82
561-7113-711.34-40		11/04/2010	AIRPORT	07385922		05/2011	452.42
561-7112-711.34-40		11/04/2010	AIRPORT	07387221		05/2011	3,329.19
561-7117-711.34-40		11/04/2010	AIRPORT	07388722		05/2011	96.17
561-7117-711.34-40		11/04/2010	AIRPORT	07388824		05/2011	10.40
512-8400-623.34-40		11/04/2010	PUD	07555321	25%	05/2011	499.14
512-8400-623.34-40		11/04/2010	PUD	07555321	50%	05/2011	998.27
512-8400-623.34-40		11/04/2010	PUD	07555321	25%	05/2011	499.14
660-3110-431.34-40		11/04/2010		07585726	45%	05/2011	56.94
670-3141-489.34-40		11/04/2010		07585726	55%	05/2011	69.59
10-5127-451.34-40		11/04/2010	REC	07586821		05/2011	48.11
650-1567-487.34-40		11/04/2010	FACILITIES	07610421		05/2011	595.11
260-5512-455.34-40		11/04/2010	LIBRARY	07617521		05/2011	42.86
521-1595-493.34-40		11/04/2010	PARKING 2906 N 3RD AVE	07624629		05/2011	14.11
521-1595-493.34-40		11/04/2010	PARKING 2910 N 3RD AVE	07624725		05/2011	10.40
521-1595-493.34-40		11/04/2010	PARK 1 LEASE	07624823		05/2011	10.40
571-7143-713.34-40		11/04/2010	TRANSIT	07647023		05/2011	514.13
150-2221-422.34-40		11/04/2010	FIRE	07676421		05/2011	111.06
150-2221-422.34-40		11/04/2010	FIRE	07935121		05/2011	229.67
541-3123-435.34-40		11/04/2010	SW	08073321		05/2011	145.97
502-7400-603.34-40		11/04/2010	PUD	08156221		05/2011	821.87

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502-7400-603.34-40	11/04/2010	PUD	08156322	50%	05/2011	5.20	
502-7400-603.34-40	11/04/2010	PUD	08156322	50%	05/2011	5.20	
502-7400-603.34-40	11/04/2010	PUD	08156421		05/2011	26.83	
502-7400-603.34-40	11/04/2010	PUD	08156521		05/2011	22.67	
502-7400-603.34-40	11/04/2010	PUD	08156621		05/2011	140.05	
502-7400-603.34-40	11/04/2010	PUD	08156721		05/2011	52.37	
502-7400-603.34-40	11/04/2010	PUD	08156821		05/2011	10.40	
502-7400-603.34-40	11/04/2010	PUD	08156922		05/2011	14.67	
502-7314-602.34-40	11/04/2010	PUD	08157021	75%	05/2011	438.96	
512-8314-622.34-40	11/04/2010	PUD	08157021	25%	05/2011	146.32	
502-7314-602.34-40	11/04/2010	PUD	08157121	75%	05/2011	70.83	
512-8314-622.34-40	11/04/2010	PUD	08157121	25%	05/2011	23.60	
502-7400-603.34-40	11/04/2010	PUD	08157221		05/2011	12.23	
502-7400-603.34-40	11/04/2010	PUD	08157322		05/2011	24.38	
512-8400-623.34-40	11/04/2010	PUD	08510222		05/2011	10.40	
10-5141-436.34-40	11/04/2010	CEMETERY	08543421		05/2011	30.99	
10-5141-436.34-40	11/04/2010	CEMETERY	08543521		05/2011	24.33	
502-7400-603.34-40	11/04/2010	PUD	08683522		05/2011	10.40	
10-5112-452.34-40	11/04/2010	PARKS	08767921		05/2011	29.06	
502-7400-603.34-40	11/04/2010	CSD	31563202		05/2011	21.36	
502-7400-603.34-40	11/04/2010	CSD	31563302		05/2011	11.61	
502-7400-603.34-40	11/04/2010	PUD	31753602		05/2011	10.40	
150-2171-441.34-40	11/04/2010	ANIMAL SHELTER	32062801		05/2011	364.53	
650-1566-487.34-40	11/04/2010	ADMIN BUILDING	32577402		05/2011	485.54	
650-1566-487.34-40	11/04/2010	EVIDENCE BUILDING	32629302		05/2011	29.94	
650-1566-487.34-40	11/04/2010	PD1	32708002		05/2011	140.52	
512-8500-625.34-40	11/04/2010	PUD	32739201		05/2011	23.28	
650-1566-487.34-40	11/04/2010	GARAGE	32781001		05/2011	295.61	
512-8500-625.34-40	11/04/2010	PUD LIFT STATION	33154101		05/2011	23.92	
10-5126-451.34-40	11/04/2010	PARKS & REC	34329601		05/2011	22.05	
521-1592-493.34-40	11/04/2010	PARK II	34941902		05/2011	13.50	
512-8500-625.34-40	11/04/2010	PUD	35059801		05/2011	22.67	
150-2221-422.34-40	11/04/2010	FIRE STATION #7	35322001		05/2011	87.04	
512-8500-625.34-40	11/04/2010	PUD LIFT STATION	36738301		05/2011	23.03	
561-7113-711.34-40	11/04/2010		31454301		05/2011	12.89	
561-7113-711.34-40	11/04/2010		31454401		05/2011	11.03	
561-7113-711.34-40	11/04/2010		31454601		05/2011	98.04	
561-7113-711.34-40	11/04/2010		31454701		05/2011	124.18	
561-7113-711.34-40	11/04/2010		31454801		05/2011	70.19	
561-7113-711.34-40	11/04/2010		31454902		05/2011	66.28	
11/05/2010	738688	MONTANA STATE FIREMAN'S ASSOC	20195			2,684.89	
900-0000-209.99-24	11/05/2010	PAYROLL SUMMARY	20101105		05/2011	2,684.89	
11/05/2010	738689	MOODY'S INVESTORS SERVICE	8608			18,000.00	
406-7119-476.55-10	11/03/2010	MISC SERVICES	F1767748-000	279326	05/2011	18,000.00	
11/05/2010	738690	MORRISON MAIERLE INC	2572			208,322.14	
503-7591-609.93-40	11/01/2010	WO0801 2008 WTR & SWR	33/101684	252779	05/2011	4,084.36	
503-7591-609.93-40	11/01/2010	WO1001 2010 WTR & SWR	12/101685	268044	05/2011	131,809.95	

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ACCOUNT	#	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
513-8591-625.93-40		11/01/2010	WO1001 2010 WTR & SWR	12/101685	268044	05/2011	72,427.83
11/05/2010	738694	MPPA	20198				2,505.73
900-0000-209.99-23		11/05/2010	PAYROLL SUMMARY	20101105		05/2011	2,505.73
11/05/2010	738695	MT WATERWORKS	21227				4,196.29
416-7493-603.93-40		11/01/2010	MISC SERVICES	5058	279256	05/2011	3,764.29
502-0000-141.00-00		11/04/2010	WATER PARTS AND SUPPLIES	5080		05/2011	432.00
11/05/2010	738699	NAPA AUTO PARTS	2632				3,190.21
601-0000-141.00-00		10/29/2010	MP	134639		04/2011	136.03
601-0000-141.00-00		10/29/2010	MP	138467		04/2011	211.36
601-0000-141.00-00		10/29/2010	MP	139389		04/2011	21.33
601-0000-141.00-00		10/29/2010	MP	139437		04/2011	36.65
601-0000-141.00-00		10/29/2010	MP	140286		04/2011	56.04
601-0000-141.00-00		10/29/2010	MP	140286		04/2011	153.48
601-0000-141.00-00		10/29/2010	MP	140286		04/2011	83.52
601-0000-141.00-00		10/29/2010	MP	140286		04/2011	37.26
601-0000-141.00-00		10/29/2010	MP	140292		04/2011	51.84
10-5112-452.23-20		10/29/2010	MP	133130	279207	04/2011	238.09
10-5112-452.23-20		10/29/2010	MP	133185	279207	04/2011	86.19
150-2231-422.23-20		10/29/2010	MP	138055	279207	04/2011	64.85
670-3141-489.23-20		10/29/2010	MP	138122	279207	04/2011	27.14
601-1555-481.23-20		10/29/2010	MP	138168	279207	04/2011	93.69
502-7500-609.23-20		10/29/2010	MP	138181	279207	04/2011	34.41
601-1553-481.23-20		10/29/2010	MP	138307	279207	04/2011	7.69
10-5112-452.23-20		10/29/2010	MP	138347	279207	04/2011	5.00
502-7500-609.23-20		10/29/2010	MP	138463	279207	04/2011	51.62
150-2112-421.23-20		10/29/2010	MP	138691	279207	04/2011	90.80
211-3140-433.23-20		10/29/2010	MP	403543	279207	04/2011	10.02
211-3133-433.23-20		10/29/2010	MP	131055	279209	04/2011	26.58
601-1553-481.26-50		10/29/2010	MP	139389	279209	04/2011	5.04
601-0000-141.71-41		11/01/2010	MP	148314		05/2011	153.96
502-7312-602.23-20		11/01/2010	MP	133012	279278	05/2011	20.48
541-3122-435.23-20		11/01/2010	MP	133012	279278	05/2011	4.41
150-2112-421.23-20		11/01/2010	MP	133077	279278	05/2011	319.33
10-5112-452.23-20		11/01/2010	MP	134842	279278	05/2011	21.16
211-3130-433.23-20		11/01/2010	MP	135498	279278	05/2011	6.90
150-2112-421.23-20		11/01/2010	MP	139963	279278	05/2011	116.38
541-3122-435.23-20		11/01/2010	MP	141147	279278	05/2011	77.76
150-2112-421.23-20		11/01/2010	MP	141966	279278	05/2011	26.96
150-2172-441.23-20		11/01/2010	MP	144137	279278	05/2011	20.33
571-7144-713.23-20		11/01/2010	MP	148849	279278	05/2011	7.25
502-7312-602.23-20		11/01/2010	MP	132316	279280	05/2011	210.95
502-7312-602.23-20		11/03/2010	NONSTOCKING ITEMS-P.U.D.	148895	279120	05/2011	96.99
601-0000-141.71-41		11/04/2010	MP	149995		05/2011	12.10
601-0000-141.71-41		11/04/2010	MP	150024		05/2011	69.02
601-0000-141.71-41		11/04/2010	MP	150025		05/2011	101.23
601-0000-141.00-00		11/04/2010	MP	150603		05/2011	101.50
601-0000-141.00-00		11/04/2010	MP	150603		05/2011	64.68

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502-7700-611.23-20	11/04/2010	MP	141184	279394	05/2011	37.14	
150-2226-422.23-20	11/04/2010	MP	141998	279394	05/2011	9.56	
150-2112-421.23-20	11/04/2010	MP	142980	279394	05/2011	5.92	
150-2112-421.23-20	11/04/2010	MP	143082	279394	05/2011	48.66	
211-3130-433.23-20	11/04/2010	MP	143082	279394	05/2011	37.66	
571-7144-713.23-20	11/04/2010	MP	149670	279394	05/2011	32.89	
571-7144-713.23-20	11/04/2010	MP	149995	279394	05/2011	58.36	
11/05/2010	738712	NORTHWESTERN ENERGY	15771			70,389.31	
150-2221-422.34-10	10/27/2010	FIRE1:ELEC/28,280 KWH	0100476-1 10OCT	276426	04/2011	2,443.26	
561-7112-711.34-10	10/29/2010	0100482-9	102910	F11831	04/2011	24,825.90	
260-5512-455.34-10	11/01/2010	ELECTRIC USAGE	0100457-0 10/10	F11833	05/2011	8,950.11	
561-7113-711.34-10	11/04/2010	NW AVIATION/TRAN	07125339		05/2011	100.60	
561-7113-711.34-10	11/04/2010	NW AVIATION/TRAN	07125347		05/2011	14.71	
561-7113-711.34-10	11/04/2010	NW AVIATION/TRAN	07125354		05/2011	214.84	
561-7113-711.34-10	11/04/2010	NW AVIATION/TRAN	07127913		05/2011	15.99	
561-7113-711.34-10	11/04/2010	NW AVIATION/TRAN	07127954		05/2011	20.82	
561-7113-711.34-10	11/04/2010	NW AVIATION/TRAN	07127970		05/2011	19.47	
561-7117-711.34-10	11/04/2010	NW AVIATION/TRAN	07128051		05/2011	12.01	
561-7113-711.34-10	11/04/2010	NW AVIATION/TRAN	07128135		05/2011	9.75	
561-7113-711.34-10	11/04/2010	NW AVIATION/TRAN	07195431		05/2011	2,087.31	
561-7113-711.34-10	11/04/2010	NW AVIATION/TRAN	07197593		05/2011	21.73	
561-7113-711.34-10	11/04/2010	NW AVIATION/TRAN	07197601		05/2011	24.69	
561-7113-711.34-10	11/04/2010	NW AVIATION/TRAN	07197619		05/2011	29.94	
561-7113-711.34-10	11/04/2010	NW AVIATION/TRAN	07197627		05/2011	19.27	
561-7113-711.34-10	11/04/2010	NW AVIATION/TRAN	07202963		05/2011	21.64	
650-1567-487.34-10	11/04/2010	FACILITIES MANAGEMENT	01005073		05/2011	6,861.22	
150-2221-422.34-10	11/04/2010	NW FIRE	07125321		05/2011	26.57	
150-2221-422.34-10	11/04/2010	NW FIRE	07125370		05/2011	512.29	
10-5141-436.34-10	11/04/2010	NW PARK/REC/PL	07125388		05/2011	458.81	
10-5141-436.34-10	11/04/2010	NW PARK/REC/PL	07125396		05/2011	41.59	
10-5122-451.34-10	11/04/2010	NW PARK/REC/PL	07126832		05/2011	90.34	
571-7148-713.34-10	11/04/2010	NW AVIATION/TRAN	07127640		05/2011	22.92	
561-7117-711.34-10	11/04/2010	NW AVIATION/TRAN	07127921		05/2011	370.03	
561-7117-711.34-10	11/04/2010	NW AVIATION/TRAN	07127996		05/2011	16.73	
561-7117-711.34-10	11/04/2010	NW AVIATION/TRAN	07128002		05/2011	940.18	
561-7113-711.34-10	11/04/2010	NW AVIATION/TRAN	07128093		05/2011	7.70	
561-7117-711.34-10	11/04/2010	NW AVIATION/TRAN	07128176		05/2011	52.31	
561-7113-711.34-10	11/04/2010	NW AVIATION/TRAN	07196165		05/2011	54.88	
521-1595-493.34-10	11/04/2010	NW FINANCE	07208291		05/2011	250.19	
521-1592-493.34-10	11/04/2010	NW FINANCE	07208341		05/2011	2,879.32	
150-2221-422.34-10	11/04/2010	NW FIRE	07208408		05/2011	316.06	
10-5126-451.34-10	11/04/2010	NW PARK/REC/PL	07208416		05/2011	80.82	
607-2235-486.34-10	11/04/2010	NW FIRE	07215809		05/2011	231.94	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07222375		05/2011	13.28	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07222474		05/2011	7.70	
502-7400-603.34-10	11/04/2010	NW PUD-WATER TREAT	07222490		05/2011	10.72	
502-7400-603.34-10	11/04/2010	NW PUD-WATER TREAT	07222524		05/2011	1,815.74	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07222540		05/2011	.26	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07222557		05/2011	87.52	

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10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07222565		05/2011	195.47	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07222573		05/2011	177.88	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07222581		05/2011	9.57	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07222599		05/2011	15.56	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07222607		05/2011	246.79	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07222664		05/2011	13.06	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07222680		05/2011	.80	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07222698		05/2011	14.38	
502-7400-603.34-10	11/04/2010	NW PUD-WATER TREAT	07222706		05/2011	2,899.88	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL 50%	07222722	60%	05/2011	8.79	
872-5198-452.34-10	11/04/2010	NW PARK/REC/PL 50%	07222722	40%	05/2011	5.87	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07222730		05/2011	12.93	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07222748		05/2011	11.37	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07222755		05/2011	96.10	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07222771		05/2011	34.92	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07222789		05/2011	29.25	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07222797		05/2011	14.71	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07222920		05/2011	11.15	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07222938		05/2011	25.41	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07228083		05/2011	14.71	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07228521		05/2011	10.37	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07229016		05/2011	234.91	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07229057		05/2011	11.44	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07229339		05/2011	103.52	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07229768		05/2011	8.92	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07229958		05/2011	85.66	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07230055		05/2011	75.89	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07230352		05/2011	103.38	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07230360		05/2011	9.13	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07230378		05/2011	177.99	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07230386		05/2011	8.21	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07230428		05/2011	37.72	
502-7400-603.34-10	11/04/2010	NW PUD-WATER TREAT	07230436		05/2011	3,586.53	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07230444		05/2011	321.18	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07230469		05/2011	7.70	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07230493		05/2011	9.75	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07230501		05/2011	9.06	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07230535		05/2011	33.33	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07230543		05/2011	7.74	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07230550		05/2011	7.70	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07230568		05/2011	18.83	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07230576		05/2011	7.70	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07230584		05/2011	22.66	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07230642		05/2011	17.71	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07230659		05/2011	17.71	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07230907		05/2011	9.00	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07231624		05/2011	7.70	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07231707		05/2011	676.70	
512-8500-625.34-10	11/04/2010	NW Parks	07233836		05/2011	93.28	
872-5198-452.34-10	11/04/2010	NW PARK/REC/PL	07233851		05/2011	9.25	

PROGRAM: GM350L

MINIMUM AMOUNT: 2,500.00

CITY OF BILLINGS

FROM 11/05/2010 TO 11/05/2010

BANK CODE

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CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
872-5198-452.34-10	11/04/2010	NW PARK/REC/PL	07233869		05/2011	9.25	
872-5198-452.34-10	11/04/2010	NW PARK/REC/PL	07233877		05/2011	9.25	
872-5198-452.34-10	11/04/2010	NW PARK/REC/PL	07233885		05/2011	9.25	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07233919	60%	05/2011	4.62	
872-5198-452.34-10	11/04/2010	NW PARK/REC/PL	07233919	40%	05/2011	3.08	
872-5198-452.34-10	11/04/2010	NW PARK/REC/PL	07233927		05/2011	9.25	
872-5198-452.34-10	11/04/2010	NW PARK/REC/PL	07233935		05/2011	8.43	
512-8500-625.34-10	11/04/2010	NW PUD-WASTE WATER	07234040		05/2011	976.40	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07236441		05/2011	7.70	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07236458		05/2011	7.70	
872-5198-452.34-10	11/04/2010	NW PARK/REC/PL	07238405		05/2011	7.70	
512-8500-625.34-10	11/04/2010	NW PUD-WASTE WATER	07238785		05/2011	276.54	
872-5198-452.34-10	11/04/2010	NW PARK/REC/PL	07238793		05/2011	156.32	
872-5198-452.34-10	11/04/2010	NW PARK/REC/PL	07238835		05/2011	8.09	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07238843		05/2011	66.27	
872-5198-452.34-10	11/04/2010	NW PARK/REC/PL	07238850		05/2011	.12	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07238876		05/2011	17.74	
211-3132-433.34-10	11/04/2010	NW PUBLIC WORKS	07240575		05/2011	160.83	
260-5512-455.34-10	11/04/2010	NW LIBRARY	07244643		05/2011	85.52	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07894371		05/2011	20.64	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	07931348		05/2011	187.75	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	08317026		05/2011	7.70	
872-5198-452.34-10	11/04/2010	NW PARK/REC/PL	08814550		05/2011	8.43	
10-5112-452.34-10	11/04/2010	NW PARK/REC/PL	09208018		05/2011	42.99	
872-5198-452.34-10	11/04/2010	NW PARK/REC/PL	09718248		05/2011	.72	
10-5112-452.34-10	11/04/2010	PARKS	09789173		05/2011	7.80	
10-5129-451.34-10	11/04/2010	NW FIRE	09998071		05/2011	26.95	
607-2235-486.34-10	11/04/2010	NW FIRE	10069151		05/2011	190.62	
872-5198-452.34-10	11/04/2010	NW PARK/REC/PL	10590933		05/2011	217.08	
10-5112-452.34-10	11/04/2010	NW Parks	11412848		05/2011	98.86	
10-5112-452.34-10	11/04/2010	NW Parks	11565272		05/2011	7.70	
10-5112-452.34-10	11/04/2010	NW Parks	11607801		05/2011	492.34	
502-7400-603.34-10	11/04/2010	NW Pud	11608072		05/2011	20.23	
150-2171-441.34-10	11/04/2010	NW	11834835		05/2011	1,215.46	
10-5112-452.34-10	11/04/2010	NW	12300661		05/2011	13.74	
10-5112-452.34-10	11/04/2010	NW	12422226		05/2011	8.10	
10-5112-452.34-10	11/04/2010	NW	12488631		05/2011	49.06	
872-5198-452.34-10	11/04/2010	NW	13127071		05/2011	.62	
502-7400-603.34-10	11/04/2010	NW	13466735		05/2011	17.89	
521-1595-493.34-10	11/04/2010	NW	13815279		05/2011	106.70	
10-5112-452.34-10	11/04/2010	NW	14093942		05/2011	.81	
872-5198-452.34-10	11/04/2010	NW	15138001		05/2011	14.88	
872-5198-452.34-10	11/04/2010	NW	15138027		05/2011	33.30	
872-5198-452.34-10	11/04/2010	NW	15138043		05/2011	17.01	
872-5198-452.34-10	11/04/2010	NW	15143886		05/2011	8.61	
10-5112-452.34-10	11/04/2010	NW	15220957		05/2011	233.29	
872-5198-452.34-10	11/04/2010	PARKS	15642093		05/2011	8.43	
521-1524-493.34-10	11/04/2010	PARKING-LINC CEN LOT POLE	15696313		05/2011	47.12	
10-5112-452.34-10	11/04/2010	SOUTH PARK CONCESSION	15882624		05/2011	7.70	
521-1592-493.34-10	11/04/2010	PARK 2 GARAGE	15942824		05/2011	1,684.43	

PROGRAM: GM350L

MINIMUM AMOUNT: 2,500.00

CITY OF BILLINGS

FROM 11/05/2010 TO 11/05/2010

BANK CODE

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CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #		TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
10-5141-436.34-10		11/04/2010	CEMETERY	16352890		05/2011	18.24
10-5112-452.34-10		11/04/2010	PARKS 1	16926669		05/2011	.62
512-8500-625.34-10		11/04/2010	SEWER LIFTSTATION C	17040254		05/2011	10.56
512-8500-625.34-10		11/04/2010	WWTP	17040304		05/2011	29.10
571-7148-713.34-10		11/04/2010	MET DOWNTOWN TRANS CENTER	17847567		05/2011	138.90
211-3132-433.34-10		11/04/2010	STREETS/TRAFFIC	17389891		05/2011	15.29
211-3132-433.34-10		11/04/2010	STREETS/TRAFFIC	17978289		05/2011	5.15
11/05/2010	738722	PIERCE FLOORING	2967				5,930.00
650-1566-487.36-60		11/01/2010	PRIOR YEAR ENCUMBRANCES	97101	276001	05/2011	5,930.00
11/05/2010	738726	PUBLIC UTILITIES	5022				126,134.66
512-8400-623.34-20		11/04/2010	PUD - WATER BILLS	187212152		05/2011	434.98
872-5198-452.34-20		11/04/2010	PUD - WATER BILLS	676333936 40%		05/2011	55.06
10-5112-452.34-20		11/04/2010	PUD - WATER BILLS	676333936 60%		05/2011	82.57
805-1570-425.53-50		11/04/2010	4430 HI-LINE DR	6712510003200		05/2011	124,994.58
512-8500-625.34-20		11/04/2010	4430 HI-LINE DR	671274846		05/2011	434.27
211-3132-433.34-20		11/04/2010	4430 HI-LINE DR	671294847		05/2011	133.20
11/05/2010	738737	RIMROCK ENGINEERING INC	16562				3,025.00
205-3131-433.93-10		11/01/2010	SID 1370/1388/1391&WO0515	VARIOUS	279235	05/2011	750.00
464-3161-431.93-10		11/01/2010	SID 1370/1388/1391&WO0515	VARIOUS	279235	05/2011	1,475.00
465-3161-431.93-10		11/01/2010	SID 1370/1388/1391&WO0515	VARIOUS	279235	05/2011	100.00
840-3184-431.93-10		11/01/2010	SID 1370/1388/1391&WO0515	VARIOUS	279235	05/2011	425.00
840-3184-431.93-10		11/01/2010	SID 1370/1388/1391&WO0515	VARIOUS	279235	05/2011	275.00
11/05/2010	738738	RIMROCK FOUNDATION	3210				25,234.03
248-1263-412.35-90		10/28/2010	BAMDUI COUNSELOR - SEPT	2011-4	279084	04/2011	7,431.01
737-1265-412.23-10		10/28/2010	JAG - CM, PERSONNEL-SEPT	2011-4	279085	04/2011	57.00
737-1265-412.35-90		10/28/2010	JAG - CM, PERSONNEL-SEPT	2011-4	279085	04/2011	1,035.22
737-1265-412.37-30		10/28/2010	JAG - CM, PERSONNEL-SEPT	2011-4	279085	04/2011	1,028.17
738-1264-412.35-60		10/28/2010	COUNSELOR-SAMHSA-SEPT	2011-4	279086	04/2011	3,505.97
738-1264-412.35-90		10/28/2010	COUNSELOR-SAMHSA-SEPT	2011-4	279086	04/2011	3,591.53
738-1264-412.37-30		10/28/2010	COUNSELOR-SAMHSA-SEPT	2011-4	279086	04/2011	52.36
738-1264-412.39-90		10/28/2010	COUNSELOR-SAMHSA-SEPT	2011-4	279086	04/2011	2,561.20
245-1257-412.35-75		10/28/2010	BAMHC COUNSELOR - SEPT	2011-4	279087	04/2011	2,128.57
246-1253-412.35-90		10/28/2010	BAMDC COUNSELOR - BAMDC	2011-4	279088	04/2011	3,843.00
11/05/2010	738743	SANDERSON STEWART	20446				29,530.19
416-0000-201.10-00		11/01/2010	WO0913 STAPLES REDUN WTR	RET RELEASE	267598	04/2011	22,316.15
416-7493-603.93-40		11/01/2010	WO0913 STAPLES REDUN WTR	15/31718	267598	05/2011	7,214.04
11/05/2010	738750	SNIBBE INTERACTIVE INC	21210				2,500.00
260-5511-455.79-30		11/04/2010	PARMLY BILLINGS LIB	INV 643	276076	05/2011	2,500.00
11/05/2010	738766	TIRE-RAMA	1864				9,348.50
211-3132-433.23-90		10/20/2010	MP	1010101636	278336	04/2011	61.88
541-3122-435.23-90		10/20/2010	TIRES AND REPAIRS	1050168494	278336	04/2011	3,321.25
541-3122-435.23-90		10/20/2010	TIRES AND REPAIRS	1050168495	278336	04/2011	2,404.00
541-3122-435.23-90		10/20/2010	TIRES AND REPAIRS	1050168497	278336	04/2011	1,773.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
541-3122-435.23-90	10/20/2010	TIRES AND REPAIRS	1050168498	278336	04/2011	1,540.00	
541-3123-435.23-90	10/20/2010	LF TIRE REPAIRS	1050168513	278336	04/2011	248.37	
11/05/2010 738767		TITAN MACHINERY INC	20569			5,787.27	
211-3140-433.23-20	10/28/2010	MP	1C05719	279193	04/2011	791.33	
211-3140-433.23-20	10/28/2010	MP	1C05825	279193	04/2011	3,536.54	
211-3140-433.23-20	10/28/2010	MP	1C05825	279193	04/2011	154.79	
211-3140-433.23-20	10/28/2010	MP	1C05937	279193	04/2011	411.36	
211-3133-433.23-20	10/29/2010	MP	IC05845	279201	04/2011	372.40	
211-3133-433.23-20	10/29/2010	MP	IC05845	279201	04/2011	25.29	
502-7500-609.23-20	11/03/2010	NONSTOCKING ITEMS-P.U.D.	06209	279211	05/2011	495.56	
11/05/2010 738768		TOWN & COUNTRY SUPPLY ASSOCIAT	18295			27,645.28	
150-2226-422.23-10	10/29/2010	FIRE/DIESEL/786GAL/OCT20	78944 FIRE3/5/6	276337	04/2011	2,186.10	
561-7118-711.23-13	10/28/2010	INVOICE #78608	78608	F11818	04/2011	10,813.50	
601-0000-141.00-00	11/03/2010	MP	78982		05/2011	12,909.12	
150-2226-422.23-10	11/04/2010	FIRE1:UNLEADED/400 GALLNS	78706 FIRE1	276337	05/2011	990.60	
150-2226-422.23-10	11/04/2010	FIRE1:DIESEL #1&2/280-GAL	78707 FIRE1	276337	05/2011	745.96	
11/05/2010 738776		WASTECO SUPPLY	16538			49,925.00	
541-3122-435.42-70	10/21/2010	BARRELS	866	277447	04/2011	49,925.00	
DATE RANGE TOTAL *						850,217.05 *	

Regular City Council Meeting

Date: 12/13/2010

TITLE: Payment of Claims November 12, 2010.

PRESENTED BY: Pat M. Weber, Financial Services Manager

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$891,598.01 have been audited and are presented for your approval for payment. A complete listing of the claims dated November 12, 2010, is available in the Finance Department.

ALTERNATIVES ANALYZED

The Council may:

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

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that Council approve 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	
11/12/2010	738784	ALPINE PLUMBING & HEATING	102			4,514.50	
650-1567-487.36-60	11/09/2010	MISC SERVICES	51927	279495	05/2011	4,514.50	
11/12/2010	738785	ALTA PLANNING & DESIGN INC	21295			7,799.50	
240-4301-419.72-14	11/08/2010	IN 10-067-4	IN 10-067-4	279412	05/2011	7,799.50	
11/12/2010	738786	AMERICAN ASSOC OF AIRPORT EXEC	123			8,000.00	
561-7110-711.33-90	11/08/2010	INVOICE #46589-SI	46589-SI-1	F11873	05/2011	8,000.00	
11/12/2010	738791	ARROW STRIPING & MANUFACTURING	9617			4,989.60	
561-7113-711.36-60	11/09/2010	MISC SERVICES	22216	278130	05/2011	4,989.60	
11/12/2010	738798	BIG SKY LINEN SUPPLY	387			3,792.64	
150-2226-422.22-40	11/08/2010	FIRE1:LINEN/SEPT 27 2010	1076-67487 FR1	279404	05/2011	18.94	
150-2225-422.24-50	11/08/2010	911 CTR/LINEN/9-27-2010	1076-67488 911	279404	05/2011	23.73	
150-2226-422.22-40	11/08/2010	FIRE2:LINEN/SEPT 30 2010	1076-68078 FR2	279404	05/2011	7.00	
150-2226-422.22-40	11/08/2010	FIRE5:LINEN/9-30-2010	1076-68122 FR5	279404	05/2011	13.75	
150-2226-422.22-40	11/08/2010	FIRE7:LINEN/10-1-2010	1076-68320 FR7	279404	05/2011	20.77	
150-2226-422.22-40	11/08/2010	FIRE3:LINEN 10-4-2010	1076-68424 FR3	279404	05/2011	10.94	
150-2226-422.22-40	11/08/2010	FIRE6:LINEN/OCT 2010	1076-68531 FR6	279404	05/2011	11.30	
150-2226-422.22-40	11/08/2010	FIRE4:LINEN/OCT 5 2010	1076-68556 FR4	279404	05/2011	20.06	
150-2226-422.22-40	11/08/2010	FIRE1:LINEN/OCT 11, 2010	1076-69170 FR1	279404	05/2011	18.94	
150-2225-422.24-50	11/08/2010	911 CTR/LINEN/10-11-2010	1076-69171 911	279404	05/2011	23.73	
150-2226-422.22-40	11/08/2010	FIRE2:LINEN 10/14/2010	1076-69743 FR2	279404	05/2011	7.00	
150-2226-422.22-40	11/08/2010	FIRE5:LINEN/10-14-2010	1076-69797 FR5	279404	05/2011	14.29	
150-2226-422.22-40	11/08/2010	FIRE7:LINEN/10-15-2010	1076-69978 FR7	279404	05/2011	18.06	
150-2226-422.22-40	11/08/2010	FIRE3:LINEN/10-18-2010	1076-70081 FR3	279404	05/2011	10.94	
150-2226-422.22-40	11/08/2010	FIRE6:LINEN/OCTOBER 2010	1076-70184 FR6	279404	05/2011	9.34	
150-2226-422.22-40	11/08/2010	FIRE4:LINEN/OCT 19 2010	1076-70210 FR4	279404	05/2011	22.22	
150-2226-422.22-40	11/08/2010	FIRE1:LINEN/OCT 25 2010	1076-70841 FR1	279404	05/2011	18.94	
150-2225-422.24-50	11/08/2010	911 CTR:LINEN/10-25-2010	1076-70842 911	279404	05/2011	23.73	
150-2226-422.22-40	11/08/2010	FIRE2:LINEN/10-28-2010	1076-71417 FR2	279404	05/2011	7.00	
150-2226-422.22-40	11/08/2010	FIRE5:LINEN/10-28-2010	1076-71470 FR5	279404	05/2011	14.47	
150-2226-422.22-40	11/08/2010	FIRE7:LINEN 10-29-2010	1076-71670 FR7	279404	05/2011	18.06	
502-7312-602.22-60	11/08/2010	MISC SERVICES	OCT2010	279436	05/2011	399.45	
502-7314-602.22-60	11/08/2010	MISC SERVICES	OCT2010	279436	05/2011	61.25	
502-7400-603.22-60	11/08/2010	MISC SERVICES	OCT2010	279436	05/2011	674.57	
502-7500-609.22-60	11/08/2010	MISC SERVICES	OCT2010	279436	05/2011	479.39	
512-8314-622.22-60	11/08/2010	MISC SERVICES	OCT2010	279436	05/2011	20.50	
512-8400-623.22-60	11/08/2010	MISC SERVICES	OCT2010	279436	05/2011	640.83	
512-8500-625.22-60	11/08/2010	MISC SERVICES	OCT2010	279436	05/2011	319.51	
561-7112-711.22-60	11/08/2010	INVOICE #67866	110810	F11871	05/2011	93.00	
561-7112-711.22-60	11/08/2010	INVOICE #68714	110810	F11871	05/2011	93.00	
561-7112-711.22-60	11/08/2010	INVOICE #S18950	110810	F11871	05/2011	31.40	
561-7112-711.22-60	11/08/2010	INVOICE #69546	110810	F11871	05/2011	99.00	
561-7112-711.22-60	11/08/2010	INVOICE #70372	110810	F11871	05/2011	99.00	
561-7112-711.22-60	11/08/2010	INVOICE #71218	110810	F11871	05/2011	99.00	
561-7112-711.22-40	11/08/2010	INVOICE #S10171	110810	F11871	05/2011	40.00	
561-7113-711.22-60	11/08/2010	INVOICE #67865	110810	F11871	05/2011	35.39	

PREPARED 11/12/2010, 16:32:08
 PROGRAM: GM350L
 CITY OF BILLINGS

A/P CHECKS BY PERIOD AND YEAR
 MINIMUM AMOUNT: 2,500.00
 FROM 11/12/2010 TO 11/12/2010

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CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
561-7113-711.22-60	11/08/2010	INVOICE #68712	110810	F11871	05/2011	35.39	
561-7113-711.22-60	11/08/2010	INVOICE #69545	110810	F11871	05/2011	79.39	
561-7113-711.22-60	11/08/2010	INVOICE #70370	110810	F11871	05/2011	35.39	
561-7113-711.22-60	11/08/2010	INVOICE #71217	110810	F11871	05/2011	35.39	
561-7112-711.22-40	11/08/2010	INVOICE #67867	110810	F11871	05/2011	14.24	
561-7112-711.22-40	11/08/2010	INVOICE #68715	110810	F11871	05/2011	17.88	
561-7112-711.22-40	11/08/2010	INVOICE #69547	110810	F11871	05/2011	14.80	
561-7112-711.22-40	11/08/2010	INVOICE #70373	110810	F11871	05/2011	26.74	
561-7112-711.22-40	11/08/2010	INVOICE #71219	110810	F11871	05/2011	14.92	
11/12/2010	738801	BILLINGS EXTINGUISHING	417			3,200.00	
10-5127-451.24-50	11/08/2010	REMOVE/INSTALL SYSTEM	8076	279445	05/2011	3,200.00	
11/12/2010	738808	BORDER STATES ELECTRIC	509			5,837.71	
502-7400-603.23-60	10/07/2010	NONSTOCKING ITEMS-P.U.D.	901375623	278325	04/2011	528.96	
502-7400-603.23-60	10/07/2010	NONSTOCKING ITEMS-P.U.D.	901375623A	278325	04/2011	528.96-	
502-7400-603.23-60	10/07/2010	NONSTOCKING ITEMS-P.U.D.	901441266	278325	04/2011	24.90	
512-8400-623.23-60	10/07/2010	NONSTOCKING ITEMS-P.U.D.	901451805	278325	04/2011	1,381.75	
512-8400-623.23-60	10/07/2010	NONSTOCKING ITEMS-P.U.D.	901451929	278325	04/2011	293.54	
502-7400-603.23-60	10/07/2010	NONSTOCKING ITEMS-P.U.D.	901452144	278325	04/2011	118.56	
502-7400-603.23-60	10/07/2010	NONSTOCKING ITEMS-P.U.D.	901453128	278325	04/2011	163.55	
502-7400-603.23-60	10/07/2010	NONSTOCKING ITEMS-P.U.D.	901465646	278325	04/2011	24.85	
502-7400-603.23-60	10/12/2010	NONSTOCKING ITEMS-P.U.D.	901472386	278325	04/2011	165.90	
502-7400-603.23-60	10/13/2010	NONSTOCKING ITEMS-P.U.D.	901483461	278325	04/2011	426.60	
502-7400-603.23-60	10/13/2010	NONSTOCKING ITEMS-P.U.D.	901484985	278325	04/2011	109.01	
502-0000-141.00-00	10/15/2010	WATER PARTS AND SUPPLIES	901503799		04/2011	344.50	
502-7400-603.23-60	10/15/2010	NONSTOCKING ITEMS-P.U.D.	901490667	278325	04/2011	21.12	
512-8400-623.24-50	10/15/2010	NONSTOCKING ITEMS-P.U.D.	901491500	278325	04/2011	184.35	
502-7400-603.23-60	10/15/2010	NONSTOCKING ITEMS-P.U.D.	901497337	278325	04/2011	638.00	
502-7314-602.24-50	10/15/2010	NONSTOCKING ITEMS-P.U.D.	901503274	278325	04/2011	28.49	
502-7400-603.23-60	10/19/2010	NONSTOCKING ITEMS-P.U.D.	901509160	278325	04/2011	181.80	
211-0000-141.31-83	10/20/2010	STREET LIGHTS	901440464		04/2011	8.59	
211-3132-433.23-60	10/20/2010	MISC SERVICES	901421666	278325	04/2011	68.58	
211-3132-433.23-60	10/20/2010	MISC SERVICES	901498140	278325	04/2011	96.84	
211-3132-433.24-30	10/20/2010	MISC SERVICES	901516838	278325	04/2011	93.49	
512-8500-625.23-60	10/22/2010	NONSTOCKING ITEMS-P.U.D.	901497796	278325	04/2011	129.06	
502-7400-603.23-60	10/26/2010	NONSTOCKING ITEMS-P.U.D.	901535798	278325	04/2011	83.62	
502-7400-603.23-60	10/26/2010	NONSTOCKING ITEMS-P.U.D.	901542503	278325	04/2011	53.10	
512-8400-623.23-60	10/27/2010	NONSTOCKING ITEMS-P.U.D.	901492983	278325	04/2011	537.21	
512-8400-623.23-60	10/27/2010	NONSTOCKING ITEMS-P.U.D.	901522907	278325	04/2011	173.29	
512-8400-623.23-60	10/27/2010	NONSTOCKING ITEMS-P.U.D.	901536842	278325	04/2011	84.08	
512-8400-623.23-60	10/27/2010	NONSTOCKING ITEMS-P.U.D.	901537007	278325	04/2011	196.98	
512-8400-623.23-60	10/27/2010	NONSTOCKING ITEMS-P.U.D.	901542122	278325	04/2011	39.32	
512-8400-623.23-60	10/27/2010	NONSTOCKING ITEMS-P.U.D.	901542278	278325	04/2011	111.06	
512-8400-623.23-60	10/27/2010	NONSTOCKING ITEMS-P.U.D.	901544723	278325	04/2011	323.41	
512-8400-623.23-60	10/27/2010	NONSTOCKING ITEMS-P.U.D.	901548253	278325	04/2011	40.72	
502-7400-603.23-60	10/29/2010	NONSTOCKING ITEMS-P.U.D.	901562286	278325	04/2011	7.22	
211-3132-433.23-60	11/09/2010	MISC SERVICES	901421666A	278325	05/2011	68.58-	
502-7400-603.23-60	11/09/2010	NONSTOCKING ITEMS-P.U.D.	901525362	278325	05/2011	287.10-	
650-1566-487.24-50	11/09/2010	MISC SERVICES	901556380	278325	05/2011	39.90	

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11/12/2010	738812	BUSINESS TAX SECTION	2449				3,318.25
562-0000-201.10-00		11/12/2010	Retainage Release	PAY REQ #5	274776	05/2011	79.90
416-0000-201.10-00		11/09/2010	WO0913 STAPLES REDUN WTR	RET RELEASE	274053	05/2011	895.24
416-7493-603.92-20		11/09/2010	WO0426 ZONE 4 RESERVOIR	13	267994	05/2011	13.61
416-7493-603.93-40		11/09/2010	WO0913 STAPLES REDUN WTR	CO# 6	274053	05/2011	216.56
416-7493-603.93-40		11/09/2010	WO0913 STAPLES REDUN WTR	CO# 6	274053	05/2011	216.56
416-7493-603.93-40		11/09/2010	WO0913 STAPLES REDUN WTR	6	274053	05/2011	1,664.51
205-3131-433.93-10		11/09/2010	WO0902 2009 MISC DEVELOPR	5	274944	05/2011	288.13
437-3165-431.93-11		11/09/2010	WO0902 2009 MISC DEVELOPR	5	274944	05/2011	353.74
840-3184-431.93-10		11/09/2010	WO0902 2009 MISC DEVELOPR	5	274944	05/2011	23.12
11/12/2010	738813	CACHE VALLEY ELECTRIC	21126				3,430.94
620-1911-482.53-70		11/10/2010	MISC SERVICES	51-10180	278538	05/2011	3,430.94
11/12/2010	738817	COBHAM TRACKING & LOCATING LTD	20529				2,697.50
718-2160-421.21-20		11/10/2010	MISC SERVICES	0000203535	278745	05/2011	2,697.50
11/12/2010	738823	CRANE TECH SERVICES & MATERIAL	16782				4,462.50
502-7400-603.24-50		11/08/2010	MISC SERVICES	24215	279427	05/2011	150.12
502-7400-603.24-50		11/08/2010	MISC SERVICES	24215	279427	05/2011	800.01
502-7400-603.24-50		11/08/2010	MISC SERVICES	24215	279427	05/2011	1,749.87
512-8500-625.24-50		11/08/2010	MISC SERVICES	24216	279427	05/2011	150.00
512-8500-625.24-50		11/08/2010	MISC SERVICES	24216	279427	05/2011	150.00
502-7400-603.24-50		11/08/2010	MISC SERVICES	24217	279427	05/2011	150.00
502-7400-603.24-50		11/08/2010	MISC SERVICES	24217	279427	05/2011	150.00
502-7400-603.24-50		11/08/2010	MISC SERVICES	24217	279427	05/2011	150.00
502-7400-603.24-50		11/08/2010	MISC SERVICES	24217	279427	05/2011	150.00
502-7400-603.24-50		11/08/2010	MISC SERVICES	24217	279427	05/2011	150.00
502-7400-603.24-50		11/08/2010	MISC SERVICES	24217	279427	05/2011	150.00
502-7400-603.24-50		11/08/2010	MISC SERVICES	24217	279427	05/2011	150.00
502-7400-603.24-50		11/08/2010	MISC SERVICES	24217	279427	05/2011	150.00
502-7400-603.24-50		11/08/2010	MISC SERVICES	24218	279427	05/2011	212.50
11/12/2010	738825	CUMMINS ROCKY MOUNTAIN LLC	924				7,665.59
512-8500-625.24-50		11/08/2010	MISC SERVICES	004-13445	278444	05/2011	7,665.59
11/12/2010	738839	FERGUSON ENTERPRISES INC	20100				23,861.63
502-0000-141.00-00		11/04/2010	SYSTEMS	0548352		05/2011	20,114.56
502-7400-603.24-50		11/04/2010	NONSTOCKING ITEMS-P.U.D.	0548352	279336	05/2011	46.14
503-7591-609.93-40		11/04/2010	NONSTOCKING ITEMS-P.U.D.	0548352	279336	05/2011	304.79
502-0000-141.00-00		11/05/2010	SYSTEMS	0548576		05/2011	3,396.14
11/12/2010	738845	HACH COMPANY	1554				8,799.00
502-7400-603.22-20		11/08/2010	MISC SERVICES	6972726	278449	05/2011	8,799.00
11/12/2010	738849	HDR INC	1544				10,593.80
845-3186-431.93-10		11/09/2010	WO1023 ZIMM/RIMRCK/HWY3	4	276513	05/2011	10,593.80
11/12/2010	738852	HKM ENGINEERING INC	10883				19,539.76
205-3131-433.93-10		11/09/2010	WO0821 LAKE ELMO DR	6	274946	05/2011	14,539.76

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210-3110-431.93-11		11/09/2010	WO0821 LAKE ELMO DR	6	274946	05/2011	5,000.00
11/12/2010	738855	HYDROTECH	21327				15,493.50
503-7591-609.93-40		11/01/2010	MISC SERVICES	2084	279265	05/2011	15,493.50
11/12/2010	738860	INGRAM BOOK COMPANY	1820				9,752.30
260-5519-455.32-27		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54408149	278623	05/2011	2,440.62
260-5519-455.32-26		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54408150	278623	05/2011	43.94
260-5519-455.32-23		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54408151	278623	05/2011	13.74
260-5519-455.32-26		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54408152	278623	05/2011	11.79
260-5519-455.32-23		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54408153	278623	05/2011	54.94
260-5519-455.32-42		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54408154	278623	05/2011	17.97
260-5519-455.33-82		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54408155	278623	05/2011	16.19
260-5519-455.32-23		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54408156	278623	05/2011	24.18
260-5519-455.32-27		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54408156	278623	05/2011	1,327.37
260-5519-455.33-34		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54408157	278623	05/2011	8.24
260-5519-455.32-26		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54408158	278623	05/2011	15.34
260-5519-455.32-26		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54423948	278623	05/2011	14.16
260-5519-455.32-41		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54423949	278623	05/2011	11.97
260-5519-455.33-82		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54423950	278623	05/2011	43.19
260-5519-455.32-27		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54423951	278623	05/2011	511.16
260-5519-455.33-82		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54475839	278623	05/2011	13.77
260-5519-455.32-27		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54475840	278623	05/2011	77.16
260-5519-455.32-27		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54475841	278623	05/2011	910.61
260-5519-455.32-26		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54534846	278623	05/2011	96.68
260-5519-455.32-23		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54534847	278623	05/2011	65.93
260-5519-455.32-26		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54534847	278623	05/2011	96.63
260-5519-455.32-27		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54534848	278623	05/2011	72.20
260-5519-455.32-26		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54534849	278623	05/2011	28.41
260-5519-455.32-26		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54534850	278623	05/2011	31.52
260-5519-455.32-27		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54534851	278623	05/2011	97.69
260-5519-455.32-23		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54534852	278623	05/2011	20.34
260-5519-455.32-42		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54534852	278623	05/2011	72.58
260-5519-455.33-82		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54534853	278623	05/2011	49.47
260-5519-455.32-27		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54534854	278623	05/2011	185.11
260-5519-455.32-42		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54534855	278623	05/2011	65.93
260-5519-455.32-27		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54534856	278623	05/2011	32.39
260-5519-455.32-26		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54534858	278623	05/2011	47.70
260-5519-455.32-26		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54534859	278623	05/2011	35.34
260-5519-455.32-27		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54534860	278623	05/2011	47.73
260-5519-455.32-55		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54534861	278623	05/2011	11.20
260-5519-455.32-23		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54534862	278623	05/2011	24.75
260-5519-455.32-26		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54534862	278623	05/2011	52.18
260-5519-455.32-23		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54534863	278623	05/2011	209.97
260-5519-455.32-26		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54534863	278623	05/2011	1,583.65
260-5519-455.32-27		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54534863	278623	05/2011	249.83
260-5519-455.33-33		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54534863	278623	05/2011	212.26
260-5519-455.32-23		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54555233	278623	05/2011	8.24
260-5519-455.32-42		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54555233	278623	05/2011	8.24
260-5519-455.32-27		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54555234	278623	05/2011	36.95

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260-5519-455.32-23		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54555235	278623	05/2011	32.98
260-5519-455.32-26		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54555235	278623	05/2011	165.44
260-5519-455.32-27		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54555235	278623	05/2011	61.87
260-5519-455.33-33		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54555235	278623	05/2011	409.70
260-5519-455.32-23		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54834857	278623	05/2011	20.99
260-5519-455.32-27		11/08/2010	PUBLICATIONS/AUDIOVISUAL	54834857	278623	05/2011	62.06
11/12/2010	738864	J & J CONCRETE	15244				65,833.73
205-3131-433.93-10		11/09/2010	WO0902 2009 MISC DEVELOPER	5	274943	05/2011	28,524.10
437-3165-431.93-11		11/09/2010	WO0902 2009 MISC DEVELOPER	5	274943	05/2011	35,020.15
840-3184-431.93-10		11/09/2010	WO0902 2009 MISC DEVELOPER	5	274943	05/2011	2,289.48
11/12/2010	738867	K.LOG	14572				4,044.00
251-2187-421.21-20		11/09/2010	MISC SERVICES	KCS	278607	05/2011	4,044.00
11/12/2010	738868	KAMINSKY & ASSOCIATES	11270				4,750.00
150-2140-421.38-22		11/09/2010	BEYOND THE BASICS CLASS 1	100610 TRAINING	F11889	05/2011	4,750.00
11/12/2010	738872	KEMIRA WATER SOLUTIONS, INC	19163				73,522.58
502-0000-141.00-00		11/04/2010	WATER PARTS AND SUPPLIES	9017161953		05/2011	73,522.58
11/12/2010	738874	KOCHS TENNIS COURT SERVICE	11659				4,390.00
10-5112-452.36-90		11/08/2010	REPAIR TENNIS COURTS	OCT TENNIS REPA	279247	05/2011	4,390.00
11/12/2010	738886	MES-NW	19056				3,188.53
150-2229-422.26-40		11/04/2010	FIRE:KANGAROO GLOVES	00187218 FIRE	277521	05/2011	1,820.00
150-2229-422.26-40		11/04/2010	FIRE:KANGAROO GLOVES	00187218 FIRE	277521	05/2011	25.82
150-2229-422.26-40		11/04/2010	FIRE:FLASH & HELMET LITES	00187433 FIRE	277521	05/2011	1,032.00
150-2229-422.26-40		11/04/2010	FIRE:FLASH & HELMET LITES	00187433 FIRE	277521	05/2011	28.21
150-2229-422.26-40		11/04/2010	FIRE:KANGAROO GLOVES B/O	00190790 FIRE	277521	05/2011	130.00
150-2229-422.26-40		11/04/2010	FIRE:HELMET/REPR KITS	00191029 FIRE	277521	05/2011	134.08
150-2229-422.26-40		11/04/2010	FIRE:HELMET/REPR KITS	00191029 FIRE	277521	05/2011	18.42
11/12/2010	738887	MIDLAND WEST MANUFACTURING CO	2421				4,085.00
150-2226-422.23-20		11/09/2010	MP	14069	279487	05/2011	2,042.50
150-2226-422.23-20		11/09/2010	MP	14079	279487	05/2011	2,042.50
11/12/2010	738891	MONTANA DEPARTMENT OF	17643				25,987.53
541-3123-435.76-35		11/03/2010	LANDFILL LICENSE 113	SWP113B-11	278883	05/2011	22,877.60
512-8211-621.34-95		11/12/2010	MISC SERVICES	5A1100167	279429	05/2011	3,109.93
11/12/2010	738892	MONTANA MUNICIPAL INTERLOCAL	20725				34,075.90
630-1753-485.73-11		11/04/2010	MISC SERVICES	1122010	279392	05/2011	34,075.90
11/12/2010	738894	MONTANA STATE UNIVERSITY BLGS	9574				14,883.00
502-7211-601.35-90		11/05/2010	INTEGRATED WATER SURVEY	110310	279409	05/2011	7,441.50
512-8211-621.35-90		11/05/2010	INTEGRATED WATER SURVEY	110310	279409	05/2011	7,441.50
11/12/2010	738901	NORTH WEST FLOORS	16186				4,780.00
561-7112-711.24-50		11/08/2010	INVOICE #3223	3223	F11875	05/2011	4,780.00

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11/12/2010	738903	NORTHWESTERN ENERGY	15771				51,705.38
502-7400-603.34-10		11/08/2010	MISC SERVICES	01004787 OCT10	276135	05/2011	594.99
502-7400-603.34-10		11/08/2010	MISC SERVICES	01005404 OCT10	276135	05/2011	9,122.79
502-7400-603.34-10		11/08/2010	MISC SERVICES	18672659 NOV10	276135	05/2011	7.70
150-2221-422.34-10		11/08/2010	FIRE6:ELEC/2480KWH/OCT10	0100477-9 10OCT	276425	05/2011	312.33
10-5127-451.34-10		11/08/2010	BCC ELECTRIC CHARGES	0100506-5 OCT	278642	05/2011	1,223.31
571-7143-713.34-10		11/08/2010	ACCOUNT# 0100473-8	110110	F11868	05/2011	2,617.90
406-7119-711.92-90		11/09/2010	MISC SERVICES	25010053	279473	05/2011	36,862.00
571-7143-713.34-10		11/12/2010	NW AVIATION/TRAN	07192255		05/2011	359.84
150-2221-422.34-10		11/12/2010	NW FIRE	07208176		05/2011	193.10
10-5112-452.34-10		11/12/2010	NW PARK/REC/PL	08134892		05/2011	21.47
502-7400-603.34-10		11/12/2010	NW Parks	11422532		05/2011	165.90
872-5198-452.34-10		11/12/2010	NW parks	11759727		05/2011	153.77
10-5112-452.34-10		11/12/2010	NW	11914041		05/2011	18.98
10-5112-452.34-10		11/12/2010	PARKS & REC	18494088		05/2011	51.30
11/12/2010	738905	ONE EIGHTY COMMUNICATIONS	15590				4,893.85
561-7110-711.34-50		11/09/2010	ONE EIGHTY NOV 2010	AIRPORT 2948370		05/2011	40.60
606-1931-484.34-50		11/09/2010	ONE EIGHTY NOV 2010	ACCT 00018768		05/2011	542.87
606-1931-484.34-50		11/09/2010	ONE EIGHTY NOV 2010	ACCT 00001906		05/2011	3,104.01
10-5112-452.34-50		11/09/2010	ONE EIGHTY NOV 2010	867-7275		05/2011	46.00
670-3141-489.34-50		11/09/2010	ONE EIGHTY NOV 2010	DEPOT 60%		05/2011	489.86
660-3110-431.34-50		11/09/2010	ONE EIGHTY NOV 2010	DEPOT 40%		05/2011	326.56
260-5518-455.35-90		11/09/2010	ONE EIGHTY NOV 2010	INTERNET LIB		05/2011	259.00
620-1911-482.34-52		11/09/2010	ONE EIGHTY NOV 2010	IT INTERNET		05/2011	79.95
150-2225-422.34-50		11/09/2010	ONE EIGHTY NOV 2010	LONG DISTANCE		05/2011	5.00
11/12/2010	738913	PUBLIC UTILITIES	5022				7,788.43
266-6773-465.39-90		11/09/2010	1128 LYNN AVENUE	97315-11377600	279406	05/2011	28.46
561-7110-711.34-20		11/12/2010	1901 AIRPORT TERM CIR	68407759		05/2011	7,566.21
512-8500-625.34-20		11/12/2010	2229 BLUE CREEK RD	13670319854		05/2011	9.49
521-1592-493.34-20		11/12/2010	105 N 27	4975819		05/2011	39.68
521-1591-493.34-20		11/12/2010	2922 3 AVE NORTH	22414454		05/2011	71.50
521-1591-493.34-20		11/12/2010	2922 3 AVE NORTH SP/IR	22434115		05/2011	10.67
521-1594-493.34-20		11/12/2010	505 N 31	257110001100		05/2011	62.42
11/12/2010	738923	RJS SOFTWARE SYSTEMS INC	20036				4,500.00
620-1911-482.53-70		11/08/2010	MISC SERVICES	56011	279415	05/2011	4,500.00
11/12/2010	738924	ROUTEMATCH SOFTWARE, INC.	18045				17,327.64
571-7147-713.36-30		11/08/2010	INVOICE# 7690	7690	F11880	05/2011	17,327.64
11/12/2010	738930	STEWART TITLE OF BILLINGS	17985				10,000.00
296-6680-463.72-75		11/09/2010	CHAFFIN, ELIZABETH	CHAFFIN, ELIZAB	279462	05/2011	10,000.00
11/12/2010	738939	TOTAL ASPHALT REPAIR INC	13249				7,837.00
505-7515-609.36-71		11/08/2010	MISC SERVICES	3864	276669	05/2011	4,726.00
502-7500-609.36-80		11/08/2010	MISC SERVICES	3865	276669	05/2011	1,016.00
502-7500-609.36-80		11/08/2010	MISC SERVICES	3868	276669	05/2011	1,100.00

PREPARED 11/12/2010, 16:32:08
 PROGRAM: GM350L
 CITY OF BILLINGS

A/P CHECKS BY PERIOD AND YEAR
 MINIMUM AMOUNT: 2,500.00
 FROM 11/12/2010 TO 11/12/2010

PAGE 7

BANK CODE 00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT	#	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
505-7515-609.36-71		11/08/2010	MISC SERVICES	3857	279422	05/2011	995.00
11/12/2010	738941	TOWN & COUNTRY SUPPLY ASSOCIAT	18295				57,619.10
502-0000-141.00-00		11/04/2010	WATER PARTS AND SUPPLIES	78614		05/2011	15,862.32
601-0000-141.00-00		11/08/2010	MP	78989		05/2011	18,138.40
601-0000-141.71-41		11/08/2010	MP	78994		05/2011	18,412.10
601-0000-141.71-41		11/08/2010	MP	79131		05/2011	5,206.28
11/12/2010	738955	WESTERN MUNICIPAL CONSTRUCTION	11742				253,415.51
416-0000-201.10-00		11/09/2010	WO0913 STAPLES REDUN WTR	RET RELEASE	274052	05/2011	88,628.97
416-7493-603.93-40		11/09/2010	WO0913 STAPLES REDUN WTR	CO# 6	274052	05/2011	21,439.35-
416-7493-603.93-40		11/09/2010	WO0913 STAPLES REDUN WTR	CO# 6	274052	05/2011	21,439.35
416-7493-603.93-40		11/09/2010	WO0913 STAPLES REDUN WTR	6	274052	05/2011	164,786.54
11/12/2010	738958	WILLIAMS PLUMBING HEATING &	21166				7,910.10
562-0000-201.10-00		11/12/2010	Release Retainage	PAY REQ #5	274775	05/2011	7,910.10
11/12/2010	738964	YELLOWSTONE COUNTY GIS	10369				7,000.00
620-1913-482.35-90		11/09/2010	MISC SERVICES	10-77	279453	05/2011	7,000.00
11/12/2010	738965	YELLOWSTONE COUNTY SHERIFFS	6218				2,866.68
717-2166-421.78-65		11/10/2010	MISC SERVICES	ASSET FORFEITUR	279513	05/2011	2,266.68
150-2115-421.38-22		11/10/2010	SWAT RANGE TRAINING	2ND/3RD QTR2010	F11899	05/2011	200.00
150-2140-421.22-70		11/10/2010	FIREARMS RANGE TRAINING	2ND/3RD QTR2010	F11899	05/2011	400.00
DATE RANGE TOTAL *							820,152.68 *

Regular City Council Meeting

Date: 12/13/2010

TITLE: Payment of Claims November 19, 2010.

PRESENTED BY: Pat M. Weber, Financial Services Manager

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$2,120,273.25 have been audited and are presented for your approval for payment. A complete listing of the claims dated November 19, 2010, is available in the Finance Department.

ALTERNATIVES ANALYZED

The Council may:

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

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that Council approve the Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

List of claims greater than \$2500.

PROGRAM: GM350L
CITY OF BILLINGSMINIMUM AMOUNT: 2,500.00
FROM 11/19/2010 TO 11/19/2010

BANK CODE 00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #					CHECK AMOUNT
ACCOUNT #		TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
11/19/2010	738970	A & I DISTRIBUTORS	16				6,278.63	
150-2226-422.23-20		10/14/2010	MP	1970118	278323	04/2011	106.16	
601-0000-141.00-00		10/19/2010	MP	1969635		04/2011	2,909.06	
601-1553-481.26-50		10/19/2010	MP	1969635	278323	04/2011	.51-	
211-3132-433.23-10		11/03/2010	MISC SERVICES	1971912	278323	05/2011	392.48	
601-0000-141.00-00		11/04/2010	MP	1974491		05/2011	2,772.66	
601-1553-481.26-50		11/04/2010	MP	1974491	278323	05/2011	.22-	
541-3122-435.23-10		11/16/2010	MET	1972661	278323	05/2011	99.02	
541-3122-435.23-20		11/16/2010	MET	1972661	278323	05/2011	.02-	
11/19/2010	738974	ADVANCED COMPUTER TECHNOLOGIES	20060				32,650.00	
10-1220-412.35-53		11/12/2010	DCCM MAINTENANCE2010/2011	2010-5	279497	05/2011	15,000.00	
10-1220-412.35-53		11/12/2010	SCCM MAINTENANCE2010/2011	2010-5	279502	05/2011	17,650.00	
11/19/2010	738978	AHANU CONSTRUCTION INC	21317				325,732.35	
840-3184-431.93-10		11/17/2010	WO05-15 HOWARD HEIGHTS	3	277162	05/2011	325,732.35	
11/19/2010	738979	AIR CONTROLS CO INC	65				5,222.50	
150-2171-441.24-50		11/10/2010	BOILER MAINT\RAIN STRAIN	87581 & 87783	279531	05/2011	1,122.50	
716-2178-441.94-90		11/10/2010	REPLACE DUCT SOX	87789	279532	05/2011	2,250.00	
650-1567-487.36-60		11/18/2010	MISC SERVICES	87883	279692	05/2011	1,850.00	
11/19/2010	738984	AUTOMATIC DOORS OF MONTANA INC	11827				8,020.00	
521-1592-493.24-50		11/16/2010	P2 WINDOW CAULKING REPAIR	1223	279630	05/2011	4,160.00	
521-1592-493.24-50		11/16/2010	P2 WINDOW CAULK & REPAIR	1224	279630	05/2011	3,660.00	
561-7112-711.24-50		11/16/2010	INVOICE #1283	1283	F11922	05/2011	200.00	
11/19/2010	738989	BECCO GENERAL CONSTRUCTION SER	21173				188,582.91	
513-8491-623.93-90		11/17/2010	WO0908 WWTP WTR LINE REPL	4	275042	05/2011	188,582.91	
11/19/2010	738994	BILLINGS GAZETTE	420				9,151.08	
10-1411-414.31-10		11/18/2010	ONLINE BANNER	OCTOBER 2010		05/2011	565.71	
211-3131-433.33-70		11/18/2010	STREETS LEAF PICKUP	OCTOBER 2010		05/2011	2,327.85	
541-3122-435.33-70		11/18/2010	SOLID WASTE	OCTOBER 2010		05/2011	576.83	
10-5140-436.33-10		11/18/2010	CEMETERY FLOWER REMOVAL	OCTOBER 2010		05/2011	281.09	
10-1512-415.32-10		11/18/2010	FINANCE SID	OCTOBER 2010		05/2011	655.87	
10-1750-417.33-70		11/18/2010	HR	OCTOBER 2010		05/2011	1,765.09	
561-7110-711.32-10		11/18/2010	AIRPORT	OCTOBER 2010		05/2011	1,043.04	
502-7211-601.33-10		11/18/2010	PUD	OCTOBER 2010		05/2011	516.37	
512-8211-621.33-10		11/18/2010	PUD	OCTOBER 2010		05/2011	516.37	
260-5511-455.33-60		11/18/2010	LIBRARY	OCTOBER 2010		05/2011	902.86	
11/19/2010	739003	BRENNTAG PACIFIC INC	17236				11,265.12	
512-8400-623.22-20		11/16/2010	MISC SERVICES	BPI047780	279589	05/2011	1,767.00	
211-3132-433.47-21		11/18/2010	ROAD/HIGHWAY MATERIAL	BPI048813	279675	05/2011	4,766.22	
211-3132-433.47-21		11/18/2010	ROAD/HIGHWAY MATERIAL	BPI048814	279675	05/2011	4,731.90	
11/19/2010	739007	BROWN AND CALDWELL	18626				22,575.53	
503-7591-609.93-40		11/17/2010	WO0825 ZONE 3 RESERVOIR	17	264675	05/2011	22,575.53	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
11/19/2010	739011	BUSINESS TAX SECTION	2449			14,728.18	
406-0000-201.10-00	11/19/2010	Release Retainage - bustx	FOUR - FINAL	275837	05/2011	68.77	
407-0000-201.10-00	11/19/2010	Release Retainage -bustax	FOUR - FINAL	274396	05/2011	459.25	
407-0000-201.10-00	11/19/2010	Release Retainage -bustax	FOUR - FINAL	274396	05/2011	104.06	
407-7128-711.93-97	11/16/2010	MISC SERVICES	274396-4FINAL	274396	05/2011	157.27	
407-7128-711.93-97	11/16/2010	MISC SERVICES	274396-4FINAL	274396	05/2011	108.10	
406-7119-711.92-90	11/16/2010	MISC SERVICES	275837-4	275837	05/2011	76.83	
406-7119-711.92-90	11/16/2010	MISC SERVICES	278674-1	278674	05/2011	946.30	
513-8491-623.93-90	11/17/2010	WO1009 WWTP T-5 TRNSFRMR	4	274407	05/2011	251.21	
438-3165-431.93-11	11/17/2010	WO0821 LAKE ELMO DR	TRSF OF FUNDS	274941	05/2011	18.68-	
438-3165-431.93-11	11/17/2010	WO0821 LAKE ELMO DR	TRSF OF FUNDS	274941	05/2011	18.68	
205-3131-433.93-10	11/17/2010	WO0821 LAKE ELMO DR	5	274941	05/2011	2,910.00	
210-3110-431.93-11	11/17/2010	WO0821 LAKE ELMO DR	5	274941	05/2011	1,411.39	
438-3165-431.93-11	11/17/2010	WO0821 LAKE ELMO DR	5	274941	05/2011	1,110.85	
503-7591-609.93-40	11/17/2010	WO0821 LAKE ELMO DR	5	274941	05/2011	109.15	
840-3184-431.93-10	11/17/2010	WO0821 LAKE ELMO DR	5	274941	05/2011	59.86	
513-8491-623.93-90	11/17/2010	WO0908 WWTP WTR LINE REPL	4	275043	05/2011	1,904.88	
205-3131-433.93-10	11/17/2010	SID 1388 DOROTHY LANE	3	276517	05/2011	101.32	
464-3161-431.93-10	11/17/2010	SID 1388 DOROTHY LANE	3	276517	05/2011	897.98	
840-3184-431.93-10	11/17/2010	SID 1388 DOROTHY LANE	3	276517	05/2011	118.00	
840-3184-431.93-10	11/17/2010	WO0515 HOWARD HEIGHTS	3	277164	05/2011	3,290.23	
205-3131-433.93-10	11/17/2010	SID 1391 LYNN AVE	2	277633	05/2011	180.27	
465-3161-431.93-10	11/17/2010	SID 1391 LYNN AVE	2	277633	05/2011	462.46	
11/19/2010	739014	CARQUEST AUTO PARTS	3890			3,036.76	
502-7700-611.23-20	10/04/2010	NONSTOCKING ITEMS-P.U.D.	1935174795	278326	04/2011	54.56	
502-0000-141.00-00	10/07/2010	WATER PARTS AND SUPPLIES	1935175462		04/2011	294.52	
502-7400-603.24-50	10/07/2010	NONSTOCKING ITEMS-P.U.D.	1935174776	278326	04/2011	8.14	
502-7400-603.23-60	10/07/2010	NONSTOCKING ITEMS-P.U.D.	1935175423	278326	04/2011	4.14	
512-8400-623.24-50	10/08/2010	NONSTOCKING ITEMS-P.U.D.	1935175590	278326	04/2011	1.92	
502-7400-603.23-20	10/08/2010	NONSTOCKING ITEMS-P.U.D.	1935175688	278326	04/2011	34.10	
502-7500-609.23-20	10/15/2010	NONSTOCKING ITEMS-P.U.D.	1935176531	278326	04/2011	34.16	
502-7312-602.24-10	10/15/2010	NONSTOCKING ITEMS-P.U.D.	1935176637	278326	04/2011	5.99	
502-0000-141.00-00	10/18/2010	WATER PARTS AND SUPPLIES	1935176835		04/2011	688.70	
502-0000-141.00-00	10/18/2010	WATER PARTS AND SUPPLIES	1935177015		04/2011	112.32	
502-0000-141.00-00	10/18/2010	WATER PARTS AND SUPPLIES	1935177101		04/2011	88.16	
150-2226-422.23-40	10/18/2010	FIRE2:PAINT/PRIMER	1935-176845 FR2	278326	04/2011	22.21	
502-7312-602.23-20	10/18/2010	NONSTOCKING ITEMS-P.U.D.	1935176737	278326	04/2011	67.98	
502-7500-609.23-20	10/18/2010	NONSTOCKING ITEMS-P.U.D.	1935176814	278326	04/2011	51.74	
502-7500-609.24-10	10/20/2010	NONSTOCKING ITEMS-P.U.D.	1935177333	278326	04/2011	4.48	
601-0000-141.00-00	10/21/2010	MP	1910-190947		04/2011	30.44	
601-0000-141.00-00	10/21/2010	MP	1910-191241		04/2011	9.90	
601-0000-141.00-00	10/21/2010	MP	1910-191408		04/2011	60.70	
601-0000-141.00-00	10/21/2010	MP	1910-191408		04/2011	86.40	
150-2112-421.23-20	10/21/2010	MP	1910-190947	278326	04/2011	55.49	
541-3122-435.23-20	10/21/2010	MP	1910-191408	278326	04/2011	24.05	
502-7500-609.23-20	10/21/2010	NONSTOCKING ITEMS-P.U.D.	1935177409	278326	04/2011	16.73	
512-8400-623.24-50	10/22/2010	NONSTOCKING ITEMS-P.U.D.	1935177257	278326	04/2011	81.48	
502-7500-609.23-20	10/22/2010	NONSTOCKING ITEMS-P.U.D.	1935177482	278326	04/2011	13.99	

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ACCOUNT #		TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
502-7400-603.23-60		10/26/2010	NONSTOCKING ITEMS-P	U.D.	1935177561	278326 04/2011	3.45
502-7400-603.23-20		10/26/2010	MP		278326	278326 04/2011	67.82
601-0000-141.00-00		11/01/2010	MP		1910-191378		38.40
150-2112-421.23-20		11/01/2010	MP		1910-190751	278326 05/2011	2.60
211-3133-433.23-20		11/01/2010	MP		1910-191189	278326 05/2011	16.07
211-3130-433.23-20		11/01/2010	MP		1910-191240	278326 05/2011	22.45
10-5112-452.23-20		11/01/2010	MP		1910-191267	278326 05/2011	9.12
541-3123-435.23-20		11/01/2010	MP		1910-191378	278326 05/2011	108.08
211-3130-433.23-20		11/01/2010	MP		1910-191894	278326 05/2011	68.07
150-2112-421.23-20		11/01/2010	MP		1910-193414	278326 05/2011	10.29
541-3123-435.23-20		11/01/2010	MP		1910-193499	278326 05/2011	24.08
601-0000-141.00-00		11/16/2010	MP		1910-193033		4.50
601-0000-141.00-00		11/16/2010	MP		1910-193490	05/2011	195.62
150-2226-422.23-20		11/16/2010	MP		1910-192045	278326 05/2011	22.81
601-1553-481.26-50		11/16/2010	MP		1910-192149	278326 05/2011	17.38
211-3130-433.23-20		11/16/2010	MP		1910-192235	278326 05/2011	122.58
150-2226-422.23-20		11/16/2010	MP		1910-192395	278326 05/2011	22.81
150-2226-422.23-20		11/16/2010	MP		1910-192646	278326 05/2011	26.99
150-2226-422.23-20		11/16/2010	MP		1910-192675	278326 05/2011	165.16
211-3133-433.23-20		11/16/2010	MP		1910-192910	278326 05/2011	38.89
211-3133-433.23-20		11/16/2010	MP		1910-193024	278326 05/2011	20.80
209-4452-428.23-20		11/16/2010	MP		1910-193075	278326 05/2011	74.51
10-5112-452.23-20		11/16/2010	MP		1910-193178	278326 05/2011	37.20
150-2226-422.23-20		11/17/2010	MP		1910-192174	278326 05/2011	27.28
150-2226-422.23-20		11/17/2010	MP		1910-192729	278326 05/2011	54.56
150-2226-422.23-20		11/17/2010	MP		1910-192729	278326 05/2011	5.26
601-1553-481.26-50		11/18/2010	MP		1910-193489	278326 05/2011	22.32-
11/19/2010	739016	CHICAGO TITLE INSURANCE	753				10,000.00
296-6680-463.72-75		11/17/2010	CHARLENE KANANEN	KANANEN, CHARLEN	279665	05/2011	10,000.00
11/19/2010	739020	COLSTRIP ELECTRIC INC	11663				24,869.34
513-8491-623.93-90		11/17/2010	WO1009 WWTP T-5 TRSFRMR	4	274406	05/2011	24,869.34
11/19/2010	739024	CONNOR'S GARAGE DOOR SERVICE	20573				4,690.50
650-1566-487.39-90		11/18/2010	MISC SERVICES	1309	279691	05/2011	2,891.50
650-1566-487.39-90		11/18/2010	MISC SERVICES	1248	279701	05/2011	511.00
650-1566-487.39-90		11/18/2010	MISC SERVICES	1249	279701	05/2011	1,288.00
11/19/2010	739027	CSG SYSTEMS INC	20870				16,092.98
502-7311-602.31-10		11/08/2010	MISC SERVICES	68460	279434	05/2011	6,725.12
502-7311-602.31-11		11/08/2010	MISC SERVICES	68460	279434	05/2011	2,485.27
512-8311-622.31-10		11/08/2010	MISC SERVICES	68460	279434	05/2011	4,483.92
512-8311-622.31-11		11/08/2010	MISC SERVICES	68460	279434	05/2011	1,656.33
502-7311-602.31-11		11/08/2010	MISC SERVICES	68587	279434	05/2011	445.40
512-8311-622.31-11		11/08/2010	MISC SERVICES	68587	279434	05/2011	296.94
11/19/2010	739028	CTA ARCHITECTS	920				5,699.86
414-1519-493.93-90		11/17/2010	29TH ST. SKYBRIDGE	86223	278908	05/2011	5,699.86
11/19/2010	739031	DANA KEPNER CO	958				3,692.10
502-0000-141.00-00		11/17/2010	SYSTEMS	403472200		05/2011	3,692.10

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #					CHECK AMOUNT
ACCOUNT	#	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
11/19/2010	739035	DESMAN ASSOCIATES	21403				7,700.00	
521-1521-493.35-90		11/17/2010	TECHNOLOGY AUDIT	D10023	279185	05/2011	7,700.00	
11/19/2010	739039	ED BARTLETT LLC	20308				4,574.68	
10-1411-414.39-50		11/08/2010	MISC SERVICES	203	279455	05/2011	2,407.13	
10-1411-414.39-50		11/15/2010	MISC SERVICES	205	279569	05/2011	2,167.55	
11/19/2010	739043	ENNIS PAINT INC.	19356				19,497.50	
211-3132-433.23-40		11/18/2010	PAINT, COATINGS, WALLPAPER	I0186572	278597	05/2011	19,497.50	
11/19/2010	739044	ESRI INC	13284				18,200.00	
10-5112-452.36-65		11/15/2010	MISC SERVICES	92254426	279283	05/2011	314.29	
150-2150-421.35-53		11/15/2010	MISC SERVICES	92254426	279283	05/2011	1,100.00	
150-2223-422.25-20		11/15/2010	MISC SERVICES	92254426	279283	05/2011	314.29	
620-1913-482.53-15		11/15/2010	MISC SERVICES	92254426	279283	05/2011	16,471.42	
11/19/2010	739049	FIRST MONTANA TITLE CO	1304				15,000.00	
296-6680-463.72-75		11/17/2010	JUSTINE FARNSWORTH	FARNSWORTH, J	279666	05/2011	15,000.00	
11/19/2010	739050	FLUID COMPONENTS INTL	14193				3,160.91	
512-8400-623.23-60		11/16/2010	MISC SERVICES	1060340	279604	05/2011	3,160.91	
11/19/2010	739054	GALLES FILTER SERVICE	1397				3,996.93	
601-0000-141.71-41		10/07/2010	MP	213811		04/2011	121.14	
601-0000-141.71-41		10/07/2010	MP	213951		04/2011	113.20	
571-7144-713.23-20		10/07/2010	MP	213811	275719	04/2011	24.27	
601-0000-141.71-41		10/14/2010	MP	214268		04/2011	58.99	
601-0000-141.00-00		10/18/2010	MP	213818		04/2011	172.06	
601-0000-141.00-00		10/18/2010	MP	214267		04/2011	566.98	
601-0000-141.00-00		10/18/2010	MP	214567		04/2011	384.23	
512-8500-625.23-20		10/18/2010	MP	214540	278328	04/2011	32.75	
502-0000-141.00-00		10/19/2010	WATER PARTS AND SUPPLIES	215032		04/2011	145.46	
601-0000-141.00-00		10/25/2010	MP	214720		04/2011	82.54	
601-0000-141.00-00		10/25/2010	MP	214770		04/2011	195.73	
601-0000-141.00-00		10/25/2010	MP	215072		04/2011	296.84	
211-3134-433.23-20		10/27/2010	MP	214218	278328	04/2011	95.75	
211-3140-433.23-20		10/27/2010	MP	214351	278328	04/2011	24.28	
601-0000-141.71-41		10/28/2010	MP	215287		04/2011	75.57	
601-1555-481.23-20		11/01/2010	MP	215774	278328	05/2011	10.64	
541-3123-435.23-20		11/01/2010	MP	215823	278328	05/2011	104.36	
211-3132-433.23-20		11/04/2010	MP	215589	278328	05/2011	16.57	
601-0000-141.00-00		11/08/2010	MP	215284		05/2011	439.00	
601-0000-141.00-00		11/08/2010	MP	215753		05/2011	312.04	
502-7400-603.23-20		11/08/2010	MP	214799	278328	05/2011	16.25	
150-2226-422.23-20		11/08/2010	MP	215159	278328	05/2011	80.40	
211-3140-433.23-20		11/08/2010	MP	215159	278328	05/2011	7.30	
10-5112-452.23-20		11/08/2010	MP	215303	278328	05/2011	1.72	
512-8500-625.23-20		11/08/2010	MP	215324	278328	05/2011	110.66	
211-3140-433.23-20		11/15/2010	MP	215330	278328	05/2011	78.64	

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601-0000-141.00-00	11/16/2010	MP	215560		05/2011	384.76	
209-4452-428.23-20	11/16/2010	MP	215579	278328	05/2011	22.26	
211-3131-433.23-20	11/16/2010	MP	215668	278328	05/2011	22.54	
11/19/2010 739059	GOOD EARTH WORKS CO INC THE	16260				3,979.00	
840-3184-431.36-60	11/17/2010	ANNANDALE POND - LK HILLS	10-998	279556	05/2011	3,979.00	
11/19/2010 739065	HAMPLES EXCAVATION	1580				14,413.92	
406-0000-201.10-00	11/19/2010	Release Retainage -Hample	FOUR - FINAL	275836	05/2011	6,808.75	
406-7119-711.92-90	11/16/2010	MISC SERVICES	275836-4	275836	05/2011	7,605.17	
11/19/2010 739070	HDR INC	1544				70,293.39	
845-3186-431.35-90	11/12/2010	WO1023 ZIMMERMAN TR	FUND CORRECTION		05/2011	240,534.32-	
845-3186-431.35-90	11/12/2010	WO1023 ZIMMERMAN TR	FUND CORRECTION		05/2011	240,534.32	
513-8491-623.93-90	11/12/2010	WO0908 WWTP WTR LINE	15/232732-H	266958	05/2011	7,270.71	
845-3186-431.93-10	11/12/2010	WO0914 WICKS & ST ANDREWS	2	276249	05/2011	6,402.00	
503-7591-609.93-40	11/12/2010	WO1012 BLGS LOW SRVC #1	2/229560-H	276189	05/2011	13,786.12	
503-7491-603.93-90	11/12/2010	WO1011 WTP HGH SRVC PUMP	6/229561-H	273326	05/2011	603.90	
502-7211-601.35-40	11/12/2010	WO0916 WTP/WWTP ELECTRIC	7		05/2011	1,058.44	
512-8211-621.35-40	11/12/2010	WO0916 WTP/WWTP ELECTRIC	7		05/2011	1,058.43	
513-8491-623.93-90	11/12/2010	WO1009 WWTP T-5 TRSFRMR	7/229562-H	273263	05/2011	2,952.25	
502-7211-601.35-40	11/12/2010	WO0923 ELECTRIC MSTR PLAN	9/229555-H	269621	05/2011	973.73	
512-8211-621.35-40	11/12/2010	WO0923 ELECTRIC MSTR PLAN	9/229555-H	269621	05/2011	973.73	
845-3186-431.93-10	11/12/2010	WO0915 GRAND/ZIMMERMAN	9/230369-H		05/2011	3,397.24	
513-0000-201.10-00	11/12/2010	WO0908 WWTP WTR LINE	15/232732-H	266958	05/2011	727.07-	
845-0000-201.10-00	11/12/2010	WO0914 WICKS & ST ANDREWS	2	276249	05/2011	320.10-	
503-0000-201.10-00	11/12/2010	WO1012 BLGS LOW SRVC #1	2/229560-H	276189	05/2011	1,378.61-	
513-0000-201.10-00	11/12/2010	WO1009 WWTP T-5 TRSFRMR	7/229562-H	273263	05/2011	295.22-	
502-0000-201.10-00	11/12/2010	WO0923 ELECTRIC MSTR PLAN	9/229555-H	269621	05/2011	97.38-	
512-0000-201.10-00	11/12/2010	WO0923 ELECTRIC MSTR PLAN	9/229555-H	269621	05/2011	97.38-	
503-0000-201.10-00	11/12/2010	WO1011 WTP HGH SRVC PUMP	6/229561-H	273326	05/2011	60.39-	
513-8491-623.93-90	11/17/2010	WO0906 WWTP WTR LINE RPLC	17/245483-H	266958	05/2011	9,141.21	
502-7211-601.35-40	11/17/2010	WO0916 WTP/WWTP ELECTRICAL	9/244824-H	267012	05/2011	780.68	
512-8211-621.35-40	11/17/2010	WO0916 WTP/WWTP ELECTRICAL	9/244824-H	267012	05/2011	780.67	
502-7211-601.35-40	11/17/2010	INTEGRATED WTR PLAN	8	270373	05/2011	3,017.27	
512-8211-621.35-40	11/17/2010	INTEGRATED WTR PLAN	8	270373	05/2011	2,586.24	
840-3184-431.35-90	11/17/2010	INTEGRATED WTR PLAN	8	270373	05/2011	3,017.27	
513-8491-623.93-90	11/17/2010	WO1009 WWTP T-5 TRSFRMR	9/244827-H	273263	05/2011	2,785.55	
503-7491-603.93-90	11/17/2010	WO1011 WTP HIGH SRVC	8/244826-H	273326	05/2011	3,562.30	
503-7591-609.93-40	11/17/2010	WO1012 BLGS LOW SRVC	4/244825-H	276189	05/2011	6,630.25	
845-3186-431.93-10	11/17/2010	WO0914 WICKS & ST ANDREWS	4	276249	05/2011	2,491.55	
11/19/2010 739073	IAFF	20196				4,228.20	
900-0000-209.99-20	11/19/2010	PAYROLL SUMMARY	20101119		05/2011	4,228.20	
11/19/2010 739080	J & J CONCRETE	15244				63,629.84	
205-3131-433.93-10	11/17/2010	SID 1391 LYNN AVENUE	2	277628	05/2011	17,847.06	
465-3161-431.93-10	11/17/2010	SID 1391 LYNN AVENUE	2	277628	05/2011	45,782.78	
11/19/2010 739081	JACKSON CONTRACTOR GROUP INC	21359				93,683.72	
406-7119-711.92-90	11/16/2010	MISC SERVICES	278672-1	278672	05/2011	93,683.72	

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT		
11/19/2010	739083	JTL GROUP INC DBA KNIFE RIVER	2417			82,443.66		
407-0000-201.10-00	11/19/2010	Release Retainage - JTL	FOUR - FINAL	274395	05/2011	45,464.80		
407-0000-201.10-00	11/19/2010	Release Retainage - JTL	FOUR - FINAL	274395	05/2011	10,302.08		
407-7128-711.93-97	11/16/2010	MISC SERVICES	274395-4FINAL	274395	05/2011	15,570.33		
407-7128-711.93-97	11/16/2010	MISC SERVICES	274395-4FINAL	274395	05/2011	10,701.80		
502-7500-609.24-20	11/16/2010	MISC SERVICES	232760	279601	05/2011	76.16		
211-3132-433.45-20	11/18/2010	ROAD/HIGHWAY MATERIAL	231690	279684	05/2011	107.56		
211-3132-433.45-20	11/18/2010	ROAD/HIGHWAY MATERIAL	232028	279684	05/2011	34.36		
211-3132-433.45-20	11/18/2010	ROAD/HIGHWAY MATERIAL	232132	279684	05/2011	94.51		
211-3132-433.45-20	11/18/2010	ROAD/HIGHWAY MATERIAL	232262	279684	05/2011	92.06		
11/19/2010	739089	KOIS BROTHERS EQUIPMENT CO	6452			5,175.50		
211-3134-433.23-20	10/28/2010	MP	87533	278330	04/2011	1,063.50		
211-3130-433.23-20	11/01/2010	MP	87593	278330	05/2011	1,314.60		
541-3122-435.23-20	11/01/2010	MP	87648	278330	05/2011	102.84		
211-3130-433.23-20	11/16/2010	MP	87771	278330	05/2011	218.67		
211-3134-433.23-20	11/16/2010	MP	87771	278330	05/2011	218.67		
211-3130-433.23-20	11/16/2010	MP	87791	278330	05/2011	1,245.16		
541-3122-435.23-20	11/16/2010	MP	87813	278330	05/2011	435.54		
541-3122-435.23-20	11/16/2010	MP	87844	278330	05/2011	576.52		
11/19/2010	739094	MARIC SALES	5723			2,974.00		
211-3132-433.23-20	11/18/2010	MISC SERVICES	10426	279677	05/2011	2,974.00		
11/19/2010	739107	MONTANA STATE FIREMAN'S ASSOC	20195			2,863.22		
900-0000-209.99-24	11/19/2010	PAYROLL SUMMARY	20101119		05/2011	2,863.22		
11/19/2010	739111	MORRISON MAIERLE INC	2572			80,413.11		
407-7128-711.93-97	11/16/2010	MISC SERVICES	101702/03	274011	05/2011	9,170.28		
407-7128-711.93-97	11/16/2010	MISC SERVICES	101704/05	274012	05/2011	11,906.54		
407-7128-711.93-97	11/16/2010	MISC SERVICES	101704/05	274012	05/2011	2,976.64		
406-7119-711.92-90	11/16/2010	MISC SERVICES	101707/08	277318	05/2011	54,577.18		
406-7119-711.92-90	11/16/2010	MISC SERVICES	101709	277318	05/2011	1,782.47		
11/19/2010	739113	MPPA	20198			2,505.73		
900-0000-209.99-23	11/19/2010	PAYROLL SUMMARY	20101119		05/2011	2,505.73		
11/19/2010	739123	NORTHWESTERN ENERGY	15771			20,373.00		
266-6773-465.39-90	11/15/2010	MISC SERVICES	1894946-1	279542	05/2011	17.24		
266-6773-465.39-90	11/15/2010	MISC SERVICES	1894940-4	279544	05/2011	11.00		
266-6773-465.39-90	11/15/2010	MISC SERVICES	1894944-6	279545	05/2011	14.32		
512-8500-625.34-10	11/16/2010	MISC SERVICES	17568932 NOV10	279579	05/2011	104.19		
561-7113-711.34-10	11/15/2010	1647695-4	111510	F11905	05/2011	20.71		
561-7117-711.34-10	11/15/2010	1669567-8	111510	F11905	05/2011	609.54		
561-7113-711.34-10	11/15/2010	0100483-7	111510	F11905	05/2011	2,239.86		
561-7113-711.34-10	11/15/2010	0100484-5	111510	F11905	05/2011	2,041.63		
561-7117-711.34-10	11/15/2010	1341295-2	111510	F11905	05/2011	207.18		
561-7117-711.34-10	11/15/2010	1341291-1	111510	F11905	05/2011	219.76		
561-7117-711.34-10	11/15/2010	1341289-5	111510	F11905	05/2011	54.29		

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ACCOUNT #		TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
561-7117-711.34-10		11/15/2010	1341288-7	111510	F11905	05/2011	232.60	
561-7117-711.34-10		11/15/2010	1264299-7	111510	F11905	05/2011	574.63	
10-5127-451.34-10		11/19/2010	NW PARK/REC/PL	07123870		05/2011	40.33	
10-5122-451.34-10		11/19/2010	NW PARK/REC/PL	07125362		05/2011	153.59	
10-5122-451.34-10		11/19/2010	NW PARK/REC/PL	07208184		05/2011	24.95	
10-5126-451.34-10		11/19/2010	NW PARK/REC/PL	07208218		05/2011	238.07	
502-7400-603.34-10		11/19/2010	NW PUD-WATER TREAT	07222649		05/2011	2,987.65	
10-5112-452.34-10		11/19/2010	NW PARK/REC/PL	07222870		05/2011	789.02	
502-7400-603.34-10		11/19/2010	NW PUD-WATER TREAT	07230402		05/2011	1,628.11	
10-5112-452.34-10		11/19/2010	NW PARK/REC/PL	07230451		05/2011	85.81	
502-7400-603.34-10		11/19/2010	NW PUD-WATER TREAT	07230592		05/2011	9.34	
211-3132-433.34-10		11/19/2010	NW PUBLIC WORKS	08554040		05/2011	9.00	
150-2221-422.34-10		11/19/2010	NW FIRE	08715468		05/2011	541.49	
10-5112-452.34-10		11/19/2010	NW PARK/REC/PL	09254962		05/2011	328.16	
650-1566-487.34-10		11/19/2010		09758087		05/2011	441.58	
502-7400-603.34-10		11/19/2010	NW PUD	11164522		05/2011	305.35	
561-7117-711.34-10		11/19/2010	NW PUD	11389269		05/2011	68.74	
650-1566-487.34-10		11/19/2010	ACCOUNTS PAYABLE	11608023		05/2011	732.55	
650-1566-487.34-10		11/19/2010	ACCOUNTS PAYABLE	11608049		05/2011	2,501.55	
650-1566-487.34-10		11/19/2010	NW	12693917		05/2011	3,105.36	
211-3132-433.34-10		11/19/2010	STREETS/TRAFFIC	17403577		05/2011	.17	
211-3132-433.34-10		11/19/2010	STREETS/TRAFFIC	17488966		05/2011	.45	
10-5112-452.34-10		11/19/2010	PARKS	18366666		05/2011	34.78	
11/19/2010	739128	OSTERMILLER CONST	2839				110,613.07	
205-3131-433.93-10		11/17/2010	SID 1388 DOROTHY LANE	3	276515	05/2011	10,030.07	
464-3161-431.93-10		11/17/2010	SID 1388 DOROTHY LANE	3	276515	05/2011	88,900.83	
840-3184-431.93-10		11/17/2010	SID 1388 DOROTHY LANE	3	276515	05/2011	11,682.17	
11/19/2010	739143	QWEST COMMUNICATIONS	6319				8,999.58	
225-2232-422.34-50		11/10/2011	QWEST NOV 2010 2ND PAY	252-1190		05/2011	8,406.54	
521-1592-493.34-50		11/10/2011	QWEST NOV 2010 2ND PAY	252-2041		05/2011	42.98	
601-1550-481.34-50		11/10/2011	QWEST NOV 2010 2ND PAY	256-5047		05/2011	44.48	
561-7110-711.34-50		11/10/2011	QWEST NOV 2010 2ND PAY	256-7070		05/2011	44.03	
660-3110-431.34-50		11/10/2011	QWEST NOV 2010 2ND PAY	259-7758 40%		05/2011	50.65	
670-3141-489.34-50		11/10/2011	QWEST NOV 2010 2ND PAY	259-7758 60%		05/2011	75.98	
225-2232-422.34-50		11/10/2011	QWEST NOV 2010 2ND PAY	651-0282		05/2011	42.98	
150-2111-421.34-50		11/10/2011	QWEST NOV 2010 2ND PAY	656-1046		05/2011	42.98	
150-2111-421.34-50		11/10/2011	QWEST NOV 2010 2ND PAY	656-3671		05/2011	192.24	
240-4301-419.72-14		11/10/2011	QWEST NOV 2010 2ND PAY	656-9578		05/2011	28.36	
240-4301-419.72-14		11/10/2011	QWEST NOV 2010 2ND PAY	656-9604		05/2011	28.36	
11/19/2010	739155	RIVERSIDE SAND & GRAVEL INC	19447				554,523.51	
438-3165-431.93-11		11/17/2010	WO0821 LAKE ELMO DR	FUND TRSFR	274940	05/2011	1,849.32-	
438-3165-431.93-11		11/17/2010	WO0821 LAKE ELMO DR	TRSFR FUNDS	274940	05/2011	1,849.32	
205-3131-433.93-10		11/17/2010	WO0821 LAKE ELMO DR	5	274940	05/2011	288,089.64	
210-3110-431.93-11		11/17/2010	WO0821 LAKE ELMO DR	5	274940	05/2011	139,727.45	
438-3165-431.93-11		11/17/2010	WO0821 LAKE ELMO DR	5	274940	05/2011	109,974.18	
503-7591-609.93-40		11/17/2010	WO0821 LAKE ELMO DR	5	274940	05/2011	10,806.17	
840-3184-431.93-10		11/17/2010	WO0821 LAKE ELMO DR	5	274940	05/2011	5,926.07	

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
11/19/2010 10-1411-414.39-31	739156 11/17/2010	RIVERSTONE HEALTH MISC SERVICES	20210	11152010	279652 05/2011	22,500.00 22,500.00	
11/19/2010 541-3123-435.22-90	739158 11/17/2010	ROSCOE STEEL & CULVERT CULVERT AT LF	3262	37783	279168 05/2011	3,618.03 3,618.03	
11/19/2010 561-7112-711.36-60	739163 11/16/2010	SKYCON INC INVOICE #303	19639	303	F11924 05/2011	2,575.43 2,575.43	
11/19/2010 10-1750-417.35-72	739166 11/15/2010	ST VINCENT OCCUPATIONAL HEALTH MISC SERVICES	3535	22800	279571 05/2011	20,853.53 715.00	
150-2225-422.35-10	11/15/2010	MISC SERVICES		22800	279571 05/2011	35.00	
211-3132-433.35-10	11/15/2010	MISC SERVICES		22800	279571 05/2011	152.28	
502-7311-602.35-10	11/15/2010	MISC SERVICES		22800	279571 05/2011	42.00	
502-7500-609.35-10	11/15/2010	MISC SERVICES		22800	279571 05/2011	210.00	
512-8311-622.35-10	11/15/2010	MISC SERVICES		22800	279571 05/2011	28.00	
512-8400-623.35-10	11/15/2010	MISC SERVICES		22800	279571 05/2011	40.00	
512-8500-625.35-10	11/15/2010	MISC SERVICES		22800	279571 05/2011	140.00	
541-3121-435.35-10	11/15/2010	MISC SERVICES		22800	279571 05/2011	190.00	
561-7113-711.35-10	11/15/2010	MISC SERVICES		22800	279571 05/2011	140.00	
571-7142-713.35-10	11/15/2010	MISC SERVICES		22800	279571 05/2011	70.00	
627-1752-417.51-60	11/15/2010	MISC SERVICES		22800	279571 05/2011	19,091.25	
11/19/2010 541-3123-435.23-90	739167 11/12/2010	STALEY'S TIRES AND AUTOMOTIVE TIRES FOR #0244	17006	3171801/3171802	279169 05/2011	3,318.50 3,318.50	
11/19/2010 505-7515-609.36-71	739171 11/16/2010	SUNSET EXCAVATION MISC SERVICES	11477	904723	279599 05/2011	3,800.00 3,800.00	
11/19/2010 211-3131-433.23-20	739176 11/16/2010	TITAN MACHINERY INC MP	20569	II42341	279616 05/2011	2,652.60 57.16	
211-3140-433.23-20	11/16/2010	MP		1C05996	279616 05/2011	73.68	
211-3140-433.23-20	11/16/2010	MP		1C05996A	279616 05/2011	361.86	
211-3140-433.23-20	11/16/2010	MP		1C05996A	279616 05/2011	24.94	
211-3140-433.23-20	11/16/2010	MP		1C06023	279616 05/2011	61.40	
211-3140-433.23-20	11/16/2010	MP		1C06023	279616 05/2011	17.85	
211-3140-433.23-20	11/16/2010	MP		1C06050	279616 05/2011	362.52	
211-3140-433.23-20	11/16/2010	MP		1C06051	279616 05/2011	48.54	
211-3140-433.23-20	11/16/2010	MP		1C06118	279616 05/2011	932.54	
211-3140-433.23-20	11/16/2010	MP		1C06120	279616 05/2011	207.14	
211-3140-433.23-20	11/16/2010	MP		1C06120	279616 05/2011	9.27	
211-3131-433.23-20	11/18/2010	MP		II42341-A	279711 05/2011	57.16-	
211-3140-433.23-20	11/18/2010	MP		1C06195	279713 05/2011	463.31	
211-3140-433.23-20	11/18/2010	MP		1C06195	279713 05/2011	89.55	
11/19/2010 416-7493-603.93-40	739178 11/16/2010	TOTAL ASPHALT REPAIR INC WO0910 TERRACE ESTATES	13249	3870	279582 05/2011	5,973.15 2,421.25	
505-7515-609.36-71	11/16/2010	MISC SERVICES		3887	279582 05/2011	935.50	
502-7500-609.36-80	11/16/2010	MISC SERVICES		3888	279582 05/2011	2,616.40	

PREPARED 11/19/2010, 14:21:42

PROGRAM: GM350L

CITY OF BILLINGS

A/P CHECKS BY PERIOD AND YEAR

MINIMUM AMOUNT: 2,500.00

FROM 11/19/2010 TO 11/19/2010

PAGE 9

BANK CODE

00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT			
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
11/19/2010	739179	TOWN & COUNTRY SUPPLY ASSOCIAT	18295			70,548.34	
601-0000-141.00-00	11/08/2010	MP	89108		05/2011	26,181.23	
601-0000-141.00-00	11/16/2010	MP	78855		05/2011	29,254.20	
561-7118-711.23-13	11/16/2010	INVOICE #78639	78639	F11906	05/2011	15,112.91	
11/19/2010	739181	TRACTOR & EQUIPMENT	3775			19,669.16	
541-3123-435.53-30	11/15/2010	CAT EQUIPMENT RENTAL	B1819301	279290	05/2011	9,085.00	
541-3122-435.23-20	11/17/2010	MP	BLW00119715	279655	05/2011	530.24	
541-3123-435.23-20	11/17/2010	MP	BLW00119638	279657	05/2011	6,476.32	
541-3123-435.23-20	11/17/2010	MP	BLW00119694	279657	05/2011	2,122.40	
601-0000-141.00-00	11/18/2010	MP	BLCSO471506		05/2011	1,331.90	
502-7500-609.23-20	11/18/2010	MP	SGCSO073179	279702	05/2011	123.30	
11/19/2010	739183	TREASURE STATE PLUMBING	3787			2,858.69	
512-8500-625.36-80	11/17/2010	WO0821 LAKE ELMO DR	279558	279558	05/2011	2,858.69	
DATE RANGE TOTAL *						2,043,897.74 *	

Regular City Council Meeting

Date: 12/13/2010

TITLE: Public Hearing & First Reading Ordinance - Water/Wastewater/Stormwater Reimbursement and Compensation

PRESENTED BY: David Mumford,
Public Works

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

The current Article 26-500, BMCC outlines the process for reimbursement and compensation to developers of costs of constructing certain water and wastewater facilities. Staff proposes expanding this process to include reimbursement for construction of stormwater facilities. Additionally the proposed revisions include reimbursement for construction of certain water and wastewater facilities to serve property located within the limits of annexation but outside the approved "red area" identified in the city Limits of Annexation map. These water and wastewater facilities would ordinarily be constructed by the City if serving property located within the "red area" of the map. The period over which reimbursements will be made is also proposed to be lengthened from the current 7 years to 10 years.

Staff recommends that the Council conduct a public hearing and approve the ordinance on first reading.

ALTERNATIVES ANALYZED

The City Council may 1) approve the ordinance on first reading; or 2) modify the ordinance; or 3) disapprove the ordinance.

FINANCIAL IMPACT

There is no financial impact to the City with the proposed revisions. Under the reimbursement provisions, the City assesses fees to properties seeking service, which are then rebated back to the developer less administrative charges. Reimbursements are made only if fees are assessed.

RECOMMENDATION

Staff recommends that the Council conduct a public hearing and approve the proposed ordinance on first reading.

APPROVED BY CITY ADMINISTRATOR

Attachments

Reimbursement and Compensation Ordinance

ARTICLE 26-500. REIMBURSEMENT AND COMPENSATION OF WATER, WASTEWATER, ~~AND STORMWATER~~ EXTENSION AND REPLACEMENT COSTS*

Deleted: AND

Comment [ALT1]: This is intended to encompass stormwater in the ordinance.

***Editor's note:** Ord. No. 06-5356, § 6, adopted January 9, 2006, changed the title of article 23-500 from "Reimbursement of water and wastewater extension costs" to "Reimbursement and compensation of water and wastewater extension and replacement costs."

Sec. 26-501. Purpose.

The intent and purpose of this article is to provide equitable procedures for 1) the reimbursement and compensation of a portion or all of the costs of constructing certain water and wastewater facilities, and 2) the reimbursement of a portion of the costs of constructing certain stormwater facilities to private parties who paid for the initial installation of those facilities. No person shall acquire any vested rights under the terms and provisions of this article.

Comment [ALT2]: The "or all" is intended to cover compensation while the "portion" covers reimbursement.

Comment [ALT3]: This addition is intended to allow for the reimbursement of stormwater but not compensation.

(Ord. No. 85-4641, § 1, 5-6-85; Ord. No. 06-5356, § 7, 1-9-06)

Sec. 26-502. Definitions.

For the purposes of this article, the following words and phrases used herein are defined as follows:

Compensation agreement means a written document between the city and a developer outlining the conditions under which the developer may receive compensation from the city for general benefit water and wastewater facilities constructed by and initially paid for by the developer.

Comment [ALT4]: This addition is intended to clarify that compensation pertains to general benefit facilities only. General benefit facilities are those that the City builds (>12").

Customer means any person receiving water, wastewater and/or stormwater service either directly or indirectly from the city water, wastewater and /or stormwater system.

Deleted: and/or

Developer means a person who 1) requests use of the city water and/or wastewater general benefit facilities to provide water and/or wastewater service to special benefit facilities, or 2) requests use of the city stormwater system to provide service, either of which will be installed by the person to serve properties owned by the person.

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Extension/Construction means the act or process of extending or constructing water/wastewater special or general benefit facilities or stormwater facilities for the purpose of providing service to properties situated within the city's approved service areas.

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Deleted: water and/or wastewater

Deleted: water or wastewater

General benefit facilities means water and wastewater system facilities that benefit all or a large number of customers, and/or that provide service to large areas, which may typically include but is not limited to, such type of facilities as water/wastewater treatment facilities, public water/wastewater mains larger than twelve (12) inches in diameter, water storage reservoirs, and water and wastewater pumping stations.

Comment [ALT5]: This addition is intended to distinguish general benefit facilities from special benefit facilities. The City builds general benefit facilities and not special benefit facilities.

Limits of annexation map means the exhibit included with the Annexation Policy as adopted by the city and as may, from time to time, be revised.

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Off-site special/general benefit facilities means facilities which are located between the existing water or wastewater system and the nearest boundary of the property for which service is to be provided.

Perimeter special/general benefit facilities means facilities which are located immediately adjacent to the exterior boundaries of the property for which service is to be provided.

Reimbursement agreement means a written document between the city and a developer outlining the conditions under which a developer may receive reimbursement from other property owners for a portion of water, wastewater, and stormwater facilities constructed by and initially paid for by the developer.

Special benefit facilities means water or wastewater facilities which are owned and controlled by the city and which provide service solely to specific properties located within the city's water or wastewater service areas. Typical special benefit facilities include, but are not limited to; water lines twelve (12) inches or smaller in diameter, water booster pumping stations serving small areas, wastewater lines twelve (12) inches or smaller in diameter, and wastewater pumping stations serving small areas. (Ord. No. 85-4641, § 1, 5-6-85; Ord. No. 06-5356, § 8, 1-9-06)

Sec. 26-503. Requirement for payment of reimbursement fee.

Any prospective customer owning property located outside a developer's subdivision and desiring to connect to any water, wastewater, or stormwater facility to which they did not financially contribute and which has been extended at the developer's expense, shall pay a reimbursement fee to the city. This fee shall be determined by the city and shall be based upon either the prospective customer's fair share portion of the costs of the facility involved or upon some other cost formula established by agreement between the developer and the city at the time of approval of the developer's extension. This fee shall be in addition to and not in lieu of any fees which may be imposed by the city for refunding of general benefit facilities. This fee shall not include any interest charges. This fee applies only to properties located immediately adjacent to any such facilities and from which the properties receive direct service and/or for which a benefit can be directly determined and does not apply to additional extensions of existing facilities.

(Ord. No. 85-4641, § 1, 5-6-85; Ord. No. 06-5356, § 9, 1-9-06)

Sec. 26-504. Compensation by city.

Developers are responsible for the cost of their fair share portion of all special benefit facilities that front the development or are necessary to bring service to the development. In situations where the developer extends a water/wastewater general benefit facility at his initial cost, that developer will be eligible to recoup those costs provided he meets the requirements contained herein and the compensation by the city is in accordance with an approved compensation agreement.

Developers may choose to proceed with an extension or replacement project without waiting for its inclusion in the capital improvement program. In this case the developer is responsible for paying the entire cost of the construction. A compensation agreement will define the provisions covering payment of the city's portion of the project costs.

7/21/2010

Deleted: special benefit

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Comment [ALT6]: This deletion removes the language that previously limited reimbursement only to situations where service line connections were made to the extended main.

Comment [ALT7]: I deleted reference to special benefit facilities so that reimbursement could be applied to both special and general facilities. Reimbursement would apply to general benefit facilities where the property is outside the "red area" as outlined Section 25-505(1).

Deleted: a service line or lines

Deleted: special

Deleted: benefit

Deleted: pro rata

Deleted: special benefit

Deleted: connections

Comment [ALT8]: I intended this addition to limit reimbursement to only properties adjacent to the extended main with frontage along the main so that property that may connect to and extend another main off the subject main would not be subject to the reimbursement (this is probably clearer with a picture).

Deleted: special benefit

Comment [ALT9]: This language refers to our old policy where we would participate in the extension of certain 12" and smaller mains (special benefit facilities), which we don't do any longer.

Deleted: In situations where no other property outside the development is participating in the cost of a project the city will participate in a proportionate share of the cost of eligible portions of the construction

Deleted: .

Comment [ALT10]: This language is intended to clarify that general benefit mains extended by a developer can be compensated as long as there is an agreement in place.

Comment [ALT11]: I deleted this as it's covered in Section 26-506.

Deleted: Compensation by the city must be made according to the city's approved water/wastewater extension policy and utilities fees practice. These policies require necessary funds to be included in the current, approved capital improvements projects budget in order

Deleted: .

Comment [ALT12]: This change reflects the name of the CIP as adopted by the Council.

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(Ord. No. 06-5356, § 12, 1-9-06)
Editor's note: See note at § 26-505.

Sec. 26-505. Reimbursement agreements.

(a) Developers who meet the following conditions shall be entitled to reimbursement from revenues derived from the reimbursement fees established by this article:

(1) ~~Water/wastewater special benefit facilities, and stormwater facilities, off-site or perimeter, which front and abut property not owned by the developer, must be extended by the developer at his expense. Water/wastewater general benefit facilities, off-site or perimeter, and serving developer's property located outside the "red area" as depicted in the latest version of the Limits of Annexation map and which front and abut property not owned by the developer, must be constructed by the developer at his expense.~~ Costs of ~~any such~~ facilities which are financed through special improvement districts shall not be reimbursed.

(2) The extension of ~~facilities~~ must be for the purpose of serving property located within the corporate limits of the city. Costs of extensions of ~~facilities~~ to serve property outside the city limits shall not be reimbursed.

(3) Total project costs for the extension of the ~~facilities~~ must be at least ten thousand dollars (\$10,000.00) ~~and may include engineering costs in addition to construction costs.~~

(4) Developer shall provide to the city sufficient verifiable cost data to determine the appropriate reimbursement fee to be charged to prospective customers under section 26-503 of this article.

(5) Developer shall enter into a standard reimbursement agreement with the city at the time the city approves the developer's application for extension of special/~~general~~ benefit facilities ~~or at the time of submittal of preliminary plans and specifications for stormwater facilities.~~

(6) Upon completion of the extension of the ~~facilities~~, the developer must convey all right, title and interest in the facilities of the city.

(7) Developer shall ~~at all times~~ provide to the city a current address for purposes of mailing reimbursement payments to developer.

(8) Extension of ~~facilities~~ must be done in compliance with all rules, regulations, resolutions and ordinances of the city, including but not limited to standards for design and construction of the facilities.

(9) Violation of any of the conditions listed in this section may be grounds for denial of any reimbursement to developer.

(b) All reimbursement payments to developers shall be subject to the following terms and conditions:

(1) Reimbursements are payable solely from revenues derived from payment of reimbursement fees as established in this article. Reimbursement payments are limited to reimbursement fees actually collected, less all administrative costs incurred by the city. In no event will reimbursement payments exceed the actual cost to the developer of extending the ~~facilities~~.

(2) Reimbursement fees paid to the city shall be accumulated and paid to developer annually on each November first following acceptance of the ~~facilities~~ by the city.

(3) Reimbursement payments shall not include any interest charges.

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Comment [ALT13]: This is intended to allow for the reimbursement of general benefit facilities built and paid for by a developer where the City will never compensate them back.

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Comment [ALT14]: This is intended to clarify that engineering costs can be part of the project cost.

Comment [ALT15]: This sets a milestone for stormwater since, unlike water and sewer, there is no formal application process.

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7/21/2010

(4) Reimbursement payments to developer shall be limited to reimbursement fees paid to the city on or before the ~~tenth~~ (10th) anniversary of the date of acceptance of the facilities by the city. Any reimbursement fees paid to the city after said anniversary date shall be retained by the city and used for construction of additional water, wastewater, and stormwater system facilities.

(Ord. No. 85-4641, § 1, 5-6-85; Ord. No. 06-5356, § 10, 1-9-06)

Editor's note: Ord. No. 06-5356, § 10, adopted January 9, 2006, renumbered the former § 26-504 as current section 26-505, and changed the title from "Reimbursement" to "Reimbursement agreements." Said ordinance subsequently renumbered the former § 26-505, which pertained to applicability, as current 26-507. The historical notation of former §§ 26-504 and 26-505 has been preserved for reference purposes.

Sec. 26-506. Compensation agreements.

(a) Developers who meet the following conditions shall be entitled to compensation by the city:

(1) ~~Water/wastewater general benefit facilities must be constructed by the developer at his expense.~~

(2) ~~a) Property to be served by the extension shall be located, at the time of request for service, within the "red area" as defined and shown on the Limits of Annexation map.~~

~~b) Property located outside the "red area" shall not be eligible for compensation but will be eligible for reimbursement under section 26-505 of this article. The developer's property and any other property in this category subject to payment of a reimbursement fee and immediately served by the extension shall receive a reduction in the water and/or wastewater system development fee. The reduction shall be the amount commensurate with the general benefit facilities portion of the system development fee.~~

(3) Developer shall provide to the city sufficient verifiable cost data to determine the appropriate amount of compensation within thirty (30) days of final inspection of the water and/or wastewater facilities and approval and acceptance by the city that all construction was completed according to the approved plans and specifications.

(4) Developer shall enter into a compensation agreement with the city at the time the city approves the developer's application for extension of water and/or wastewater facilities or, in the case of a replacement project, ~~at the time of~~ submittal of preliminary plans and specifications by the developer.

(5) Upon completion of the extension or replacement of the water and/or wastewater facilities, the developer must convey all right, title and interest in the facilities to the city.

(6) Extension or replacement of water and/or wastewater facilities must be done in compliance with all city, state and federal laws, rules, and regulations including, but not limited to, ~~selection of consulting engineer,~~ standards for design and construction of the facilities, competitive bidding and contract requirements for cities, prevailing wage rates, non-discrimination requirements, etc.

(b) All compensation payments to developers shall be subject to the following terms and conditions:

(1) The extent, timing, and manner of the city's participation in a water and/or wastewater facilities extension or replacement is determined in conformance with the city's ~~current approved capital improvement program, approved compensation agreement,~~ and the developer's compliance with city, state and federal laws, rules, and

Comment [ALT16]: This is per our previous discussions and per the PW Business Plan.

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Deleted: special benefit

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Comment [ALT17]: This clarifies that compensation applies only to general benefit facilities, which is the ones the City builds and pays for.

Comment [ALT18]: This language is intended to limit compensation to those properties within the "red area" of the annexation map.

Comment [ALT19]: This sentence is intended to allow for reimbursement (not compensation) for a developer building a general benefit facility outside the "red area".

Comment [ALT20]: These 2 sentences are intended to reflect that if a developer builds a general benefit facility or any other property pays a reimbursement fee toward that general benefit facility that the SDF's for those properties should be reduced by the amount of the construction fee portion of the SDF. Otherwise, the properties will pay twice. This may be administratively problematic as to how we track these situations. It also means we should have the rate consultant break this portion of the SDF out so we know how much the reduction should be.

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Comment [ALT21]: This clarifies that developers need to comply with all city requirements if we are to compensate them.

Deleted: water/wastewater extension policy, the city's utilities fees practice,

Comment [ALT22]: I intended this change to simplify things.

7/21/2010

regulations. Extensions or replacements not eligible for compensation according to these city policies and practices must be constructed by the developer at his expense.

(2) Developer shall, at all times, provide to the city a current address for purposes of mailing compensation to developer.

(3) Compensation is limited to construction and engineering costs attributable to water and/or wastewater facilities described in the compensation agreement, less all administrative costs incurred by the city. In no event will compensation exceed the actual cost to the developer of extending or replacing the water and/or wastewater facilities.

(4) Compensation shall not include any interest charges.

(Ord. No. 06-5356, § 13, 1-9-06)

Sec. 26-507. Applicability.

The provisions of this article shall apply only to facilities constructed after the effective date of this article, except in those cases where the city has entered into a written agreement with the developer which provides that any reimbursement or compensation procedure adopted by the city prior to this article will be applicable retroactively to the development which is the subject of that agreement.

(Ord. No. 85-4641, § 1, 5-6-85; Ord. No. 06-5356, § 11, 1-9-06)

Editor's note: See note at § 26-505.

Comment [ALT23]: This is intended to clarify what can be compensated by the City.

Deleted: special benefit

Deleted: [Ordinance No. 85-4641 adopted May 6, 1985, effective June 5, 1985]

7/21/2010

Regular City Council Meeting

Date: 12/13/2010

TITLE: New Hope Baptist Church - Off Street Parking Variance Request - OP - 10 - 01

PRESENTED BY: David Mumford,
Public Works

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

The New Hope Baptist Church, located at 824 North 19th Street, desires to reconstruct the church building destroyed by a fire several years ago. Since this is a new building, the church must comply with city code, which requires 16 parking stalls. They are in the process of submitting a building permit application. The site plan shows room for 2 off-street parking stalls, therefore, they are seeking a variance from city code. While the Board of Adjustment reviews zoning variances, the parking requirements are in the site development code and the Council is the only body authorized to grant a variance.

The original building was constructed in 1940 and it is assumed that it was a residence. In 1960, the property was converted into a church, which later sold in 1985 to the New Hope Baptist Church. The original building, utilizing today's code for off-street parking, would have required 16 parking stalls. Since the parking requirements for the old and the new building are the same, there will not be a more intense demand for on-street parking in the neighborhood.

Members of the church have indicated that a parking variance was previously granted, but any documentation was consumed in the fire. City staff could not find an off street parking variance in the City's records .

ALTERNATIVES ANALYZED

The City Council may:

- Approve the variance. Approval of the variance will allow New Hope Baptist Church reconstruction to move forward with two parking stalls.
- Do not approve the variance. If the variance is denied, the Site Development Ordinance will require redesign of the facility to provide the additional off-street parking.

FINANCIAL IMPACT

There is no direct financial impact to the City. Advertising costs for the public hearing are offset by the variance application fee.

RECOMMENDATION

Staff recommends that the City Council approve the variance and allow two off-street parking spaces for the New Hope Baptist Church, located at 824 North 19th Street, because it will not impact the neighborhood parking to a greater degree than the former church building.

APPROVED BY CITY ADMINISTRATOR

Attachments

Attachment A - New Hope Baptist Church - 824 North 19th Street - Variance OP - 10 -01

Attachment B - New Hope Baptist Church - 824 North 19th Street - Variance OP - 10 -01

Attachment C - New Hope Baptist Church - 824 North 19th Street - Variance OP - 10 -01

ATTACHMENT A

Application # _____

APPLICATION FOR VARIANCE

1. Legal description of property: BURNSTEAD SUBD, S33, T01 N, R26 E, LOT 028, N75' OF E2 L128 BURNSTEAD SUB (LESS 15' OF ST)
2. Address (if unknown, contact the City Engineer's office) or general location: 824 N 19TH ST BILLINGS, MT 59101 ^{OLD #D-933}
3. Owner(s): NEW HOPE BAPTIST CHURCH
(Recorded Owner)
824 N 19TH ST BILLINGS 59101
(Address)
406-245-5536
(Phone Number)
4. Agent(s): MICAH SNODGRASS
(Name)
P.O. BOX 356 JOLIET, MT 59041
(Address)
406-962-9824
(Phone Number)
5. Section of the Site Development Ordinance that this request for variance applies to: _____
6. Reason for request: SEE ATTACHED SHEET
7. Covenants for deed restrictions on the property: Yes _____ No ☒ ✓
(if yes, please include a copy)

I understand that the filing fee accompanying this application is not refundable, and that the fee does not constitute a payment for variance requested. Also, that all the information presented is true and correct.

Signature: _____

(Recorded Owner)

Date: 10-20-10Fee: 60⁰⁰Receipt #: 104512

Hearing Date: _____

Application # _____

APPLICATION FOR VARIANCE

1. Legal description of property: BURNSTEAD SUBD, S33, T01N, R26E, LOT 028, N75' OF E2 L128 BURNSTEAD SUB (LESS 15' OF ST)
2. Address (if unknown, contact the City Engineer's office) or general location: 824 N 19TH ST BILLINGS, MT 59101 ^{OLD #D-933}
3. Owner(s): NEW HOPE BAPTIST CHURCH
(Recorded Owner)
824 N 19TH ST BILLINGS 59101
(Address)
406-245-5536
(Phone Number)
4. Agent(s): MICAH SNODGRASS
(Name)
P.O. BOX 356 JOLIET, MT 59041
(Address)
406-962-9824
(Phone Number)
5. Section of the Site Development Ordinance that this request for variance applies to: _____
6. Reason for request: SEE ATTACHED SHEET
7. Covenants for deed restrictions on the property: Yes ___ No ☒
(if yes, please include a copy)

I understand that the filing fee accompanying this application is not refundable, and that the fee does not constitute a payment for variance requested. Also, that all the information presented is true and correct.

Signature: _____

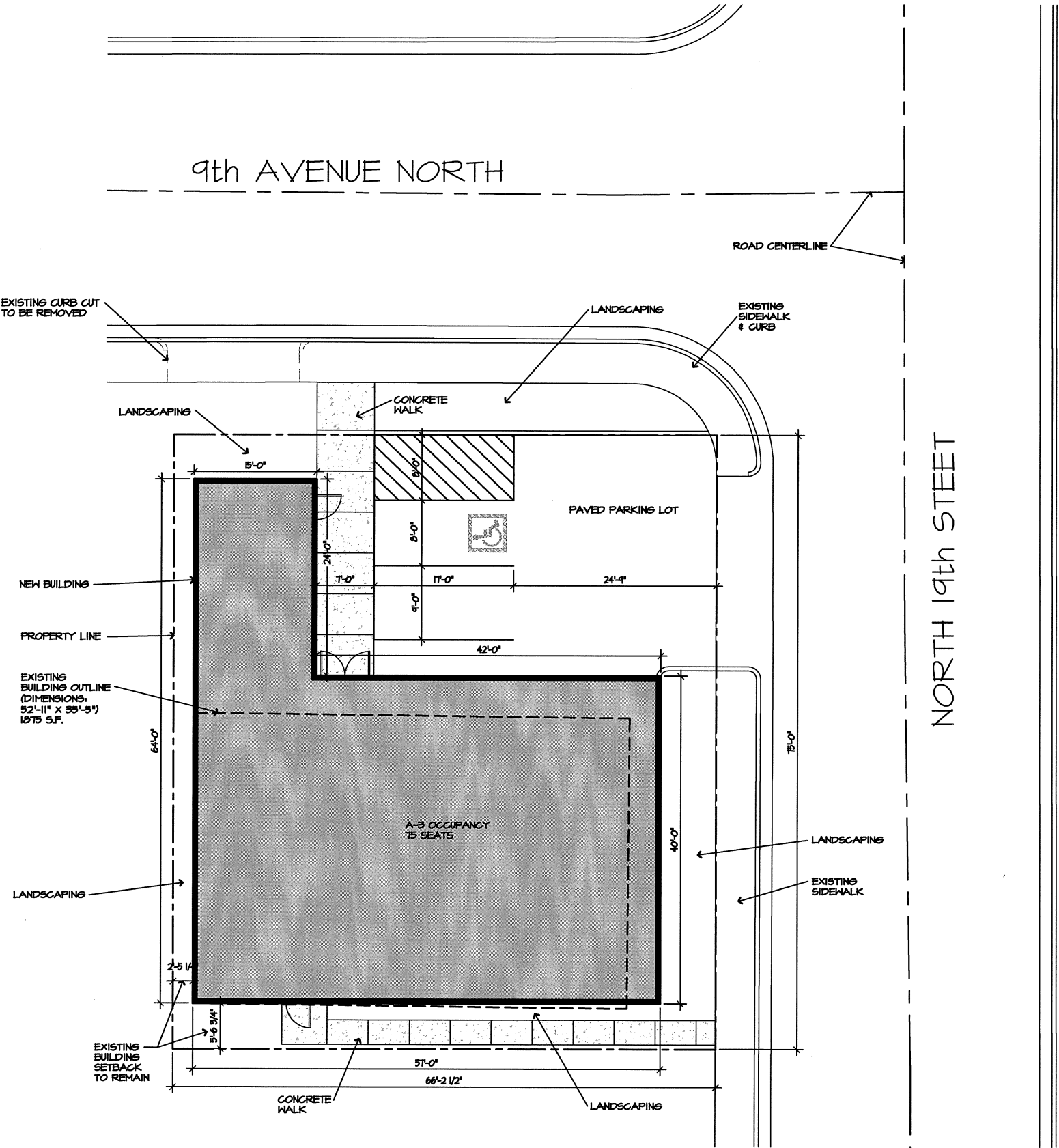
(Recorded Owner)

Date: 10-20-10Fee: 60⁰⁰Receipt #: 104512

Hearing Date: _____

PLAN LEGEND:

- DIMENSION TO FACE OF STUD OR FOUNDATION
- DETAIL NUMBER
SHEET WHERE DRAWN
- HALL TYPE
HALL TYPE NOTE(S)
- DOOR NUMBER
- SECTION NUMBER
SHEET WHERE DRAWN
- INTERIOR ELEVATIONS
SHEET WHERE DRAWN



1
A-1 **SITE PLAN** 2640 S.F.
Scale: 1/16" = 1'-0"



NEW HOPE BAPTIST CHURCH
824 N 19th STREET
BILLINGS, MT

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PROJECT NO. 1034

DATE:	10/14/2010
DRAWN BY:	JA
CHECKED:	
REVISIONS:	

SITE PLAN

A-1

Dear Chairperson of the Board of Adjustment,

The purpose of this variance application is to request a reduction in the number of off-street parking spaces required on the property. The building currently on the property is the New Hope Baptist Church which uses street parking for its occupants. The proposed changes to the site include the demolition of the current two story building and the construction of a new building of the same purpose on one level with neither a second story nor a basement. The new building would require 16 off-street parking spaces as per Billings City Code Section 06-1203. This is calculated using 1 parking space needed for every sixty-five (65) square feet of floor area used for assembly purposes, of which the building uses 983 square feet. The site, however, only allows for 2 off-street parking spaces. The wish of the owners of the property is to reduce the required number of off-street parking spaces from 16 to 2. Because the use of the property would be unchanged, as well as the parking habits of the occupants, it stands to reason that the property might continue its current parking standards and utilize street parking for the majority of its needs.

Sincerely,

AT Architecture
848 Main Street Suite 7
Billings, MT 59105
406.245.2724

Regular City Council Meeting

Date: 12/13/2010

TITLE: Business Consortium Project: \$300,000 Public Hearing & Grant Award

PRESENTED BY: Brenda Beckett

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

The Community Development Division received one proposal in response to a Request for Proposals (RFP) for \$300,000 in funding for a Business Consortium project, which is designed as a combined housing and social-enterprise business / employment project. Financing for this project was provided through a special federal appropriation through the U.S. Department of Housing and Urban Development (HUD) as an Economic Development Initiative. Funding needs to be allocated to a specific project site in order for staff to complete an Environmental Review and finalize the project in order to secure the funding with HUD by their deadline, December 31, 2010.

A joint proposal was submitted by The Salvation Army and Rimrock Foundation by the RFP deadline, 5:00pm on October 1, 2010. The proposal includes treatment, housing and employment opportunities for the chronically homeless in compliance with strategies identified by the City's ten-year plan to impact homelessness, Welcome Home Billings (www.ci.billings.mt.us/homeless).

Staff is requesting that the City Council hold a public hearing and approve committing \$300,000 towards this project: \$100,000 to The Salvation Army for equipment purchase to manage a social-enterprise business; \$200,000 to Rimrock Foundation to acquire and rehabilitate housing to serve the homeless.

ALTERNATIVES ANALYZED

- 1) Award of \$100,000 to The Salvation Army and \$200,000 to Rimrock Foundation to purchase equipment and housing to provide opportunities for the homeless;
- 2) Not award funding to the proposing organizations and return the HUD Economic Development Initiative funding.

FINANCIAL IMPACT

The City of Billings is not required to provide match funding for this project. The total allocation from HUD is \$323,000, of which \$23,000 in administration funding is planned for use by City staff to assist in meeting federal requirements for implementation. The Community Development Division also has an additional allocation of approximately \$6,500 in homeless project administration funding which may be utilized to facilitate relocation of current tenants.

According to Welcome Home Billings, the cost to serve one chronically homeless individual locally averages \$115,690 (pages 23-24). Allocating \$300,000 to these organizations could save the public nearly \$700,000 during the first year of operation. A thorough cost-benefit analysis will be completed during the period of affordability for both the business and housing units.

BACKGROUND

The Community Development Division's objective with this project is to encourage the development of housing projects for occupancy by individuals and / or families currently experiencing homelessness, with a preference for serving the chronically homeless. The project is expected to assist in determining the cost-benefit of housing homeless individuals who frequently utilize high-cost services such as emergency room care, hospitalization, incarceration in jail / prison, substance abuse detoxification and ambulance services. The cost of serving these individuals and / or families is expected to decrease if housing is provided first, followed by comprehensive services including (but not limited to) case management, addiction treatment, workforce development, mental health treatment, medication management, etc. Data requirements include basic demographic information as well as the cost / type of services utilized for a twelve-month period prior to and post placement in housing. Other performance measurements are required and all data are subject to federal privacy regulations.

Approximately \$300,000 is available for the project and the funds can be used for acquisition, new construction / rehabilitation and equipment purchase. The project was initially proposed as multi-family, although single-family or group care projects could have been considered. The project could have been designed to be transitional or permanent housing and could be developed at one site or include multiple sites. Initial occupancy of the rental units must be one-year leases. Housing proposed must be comparable in value, design and amenities with the surrounding neighborhood. All of the units must be occupied by individuals / families considered "homeless" as established by the Mayor's Committee on Homelessness.

The population to be served with this project must present with high-cost needs which are expected to be reduced over time with housing placement and subsequent service delivery. Methods for determining the population to be served are specific to the specialties of agencies providing housing and services and are flexible for the purposes of this project.

PROJECT DESIGN

Business: The proposed "green" business, The Salvation Army Bokashi Composting Processing Center, would be located at 10 South 30th Street. \$100,000 in funds would be used to purchase a bobcat and a horizontal grinder to assist in business start-up. Bokashi composting is a low-maintenance, cold composting method that uses anaerobic microorganisms to turn kitchen scraps into nutrient-rich composte through fermentation. Bokashi requires little maintenance and has the potential to be a large-scale business. The business is designed to include "work therapy" concepts, including addiction treatment, counseling, assistance in the development of vocational skills, etc. Formerly homeless individuals would run the operation, including constructing the Bokashi boxes, collecting compostable kitchen waste from downtown businesses, managing the composting processes, marketing and selling the final product.

The Salvation Army owns the buildings on this property and has been leasing the land from Montana Rail Link for the past 15 years. Zoning for this property is Controlled Industrial and the proposed use appears to be appropriate with zoning code under the 515 Farm Product Raw Materials Wholesale / Retail category. The Salvation Army also proposes to manage another business, The Recycling Center, at the same location. Operations from The Recycling Center will subsidize the operating costs of the site lease and utilities, and will not duplicate other recycling businesses offered in the community. Zoning for recycling is appropriate only if fully enclosed at the site.

Housing: The project's proposed location, 116 South 30th Street, contains two housing units in

a duplex and would provide housing for six individuals. \$200,000 would be used for acquisition (approximately \$168,500) and small-scale rehabilitation (up to \$31,500). No other loans would be required to acquire the property and Rimrock Foundation has committed to provide an additional \$50,000 to rehabilitate the property if needed.

Should the location of the housing project change, staff would complete an additional Environmental Review Record prior to the final commitment of funds. Rimrock Foundation has committed to any additional funding amounts for the acquisition / rehabilitation of other units identified. Proximity to the business is paramount to the project.

Target Population: A person is considered chronically homeless when he / she is disabled and has either been continuously homeless for a year or more, or has had at least four episodes of homelessness in the past three years. The chronically homeless were targeted as a preferred service group for this RFP at the recent Housing First Project, completed in January 2010 by Interfaith Hospitality Network. Targeting chronically homeless individuals would allow the City to gather data to perform cost-benefit analyses on investments to serve both types of homeless populations for future opportunities.

Prospective tenants are chronically homeless individuals who have recently completed precursory addiction treatment and who are actively working on a plan of supervised recovery. Rimrock Foundation will provide a sober-living environment, case management services, 24-hour access to medical unit staff, and consistent support through a Sober Living Coordinator.

RANKING & RECOMMENDATION

A total of six individuals reviewed and ranked the proposal, including staff from the City's Community Development Division, the Planning Division, and members of the Mayor's Committee on Homelessness. Reviewers were asked to sign a "non-conflict of interest certification", and average ranking score was 68.25 out of 100 possible points. Following extensive proposal review, staff recommends funding the proposal as follows:

- \$100,000 to The Salvation Army for equipment purchase, including a bobcat and horizontal grinder.
- \$200,000 to Rimrock Foundation for acquisition and rehabilitation of housing units.

The project has been proposed as a conditional grant product based on the following factors:

- Project has been proposed by two separate organizations with long-term service to the Billings community (The Salvation Army - 113 years, Rimrock Foundation - 40 years). Limitations on business and housing components should match as much as possible, including the time period the project is monitored and recommended funding mechanisms.
- The Salvation Army is prohibited from entering into loan agreements for assets by their corporate office, therefore, the project was proposed as a grant.
- Rimrock Foundation's mission includes the provision for affordable housing for individuals / families in recovery. With this investment, the City can be assured of a commitment to provide affordable housing in perpetuity.

City staff recommends offering the following terms for financing:

- \$100,000 in financing to The Salvation Army to purchase equipment, including a bobcat and horizontal grinder, which will fully depreciate after seven years. The Grant Agreement for financing will include equipment management and disposition requirements, stipulating sale of equipment prior to the expiration of full depreciation requires full repayment of proceeds to the City. The agreement would also require submittal of an annual use / ownership statement, confirming ownership and continued equipment use for the approved purpose.

- \$200,000 in financing to Rimrock Foundation as a zero interest, deferred payment loan, forgivable after seven years of operation, secured via Trust Indenture. In addition to the Trust Indenture, other agreements include a Development Agreement and Deed Restriction Agreement. These documents outline requirements such as historic review, lead-based paint, procurement, tenant rents and lease requirements.

Determining factors for the proposal review team included the following:

- Level of difficulty to respond to the RFP as designed, with both housing / employment requirements with preference of serving the chronically homeless.
- Chronically homeless individuals would be placed into housing directly from homelessness, immediately ending homelessness for some of the community's highest-cost individuals.
- Residents would have supported employment opportunities for vocational training, job coaching, equipment certifications, and would be contributing to the tax base. Employment would also establish a positive work history for future employment.
- New affordable housing units were proposed to expand the capacity of Billings' affordable housing base, specifically designated to serve the chronically homeless.
- Supportive housing is proposed, with a complete system of support in recovery.
- Residents would be required to pay rent, establishing positive rental history.
- Housing units are sustainable, and the ongoing financing structure for the seven-year period of affordability is stable.
- Longevity of the organizations in service to the Billings community.
- Innovative partnership between two organizations willing to work with this very difficult population.

PROCEDURAL TIMELINE

- *February 13-14, 2008:* Social Enterprise Conference was held, featuring Pioneer Human Services as a Social Enterprise business model. Over 130 individuals representing local businesses and non-profit organizations attended.

- *March - July, 2008:* Community Development staff facilitated meetings for the Business Consortium for Social Change, furthering momentum generated from the Social Enterprise Conference. The group decided to separate from the Mayor's Committee on Homelessness by December 2008, due to the desire to work on a specific business plan with proprietary information.
- *December 2008:* Community Development staff proposed the Business Consortium Project through a federal appropriation, which is supported by the City Council. This proposal was not funded.
- *July 2009 - June 2010:* Community Development staff secured an AmeriCorps*VISTA member to further the initiative through Social Enterprise and Elevate the Workplace strategies.
- *December 2009:* Community Development staff proposes the Business Consortium project for a federal appropriation, which is supported by the City Council.
- *March 29, 2010:* The Community Development Division received official application / award materials for the Business Consortium Project through the U.S. Department of Housing and Urban Development, totaling \$323,000.
- *August 5, 2010:* Public notifications were published through the Billings Times for the Request for Proposals on August 5, 19 and September 2, 2010. Deadline for the proposals was October 1, 2010.
- *October 1, 2010:* One joint proposal from The Salvation Army and Rimrock Foundation is received by City staff.
- *October 20, 2010:* Deadline for rankings from internal review team.
- *October 26, 2010:* Staff memo and recommendation is forwarded to the Mayor's Committee on Homelessness for review.
- *November 4, 2010:* Recommendation to the City Council to fund the project is received from the Mayor's Committee on Homelessness.
- *December 6, 2010:* Community Development staff presents the project during the Council Work Session.
- *December 13, 2010:* Public Hearing and action through the City Council meeting.
- *December 31, 2010:* Required submittal for federal appropriation and completed environmental review.

STAKEHOLDERS

Stakeholders include the following:

- Homeless individuals
- Twenty organizations and individuals comprising the Mayor's Committee on Homelessness
- Residents of the City of Billings

CONSISTENCY WITH ADOPTED POLICIES OR PLANS

This project meets all of the strategies in the City's Consolidated Plan for HUD funding (adopted April 2010):

- Promote the preservation of the existing supply of affordable housing in the community.
- Promote new affordable housing opportunities.
- Actively partner with non-profits to address housing and community development needs specific to lower income and special needs households, including the homeless.
- Promote the preservation and revitalization of the community's older neighborhoods where the affordable housing stock is located.
- Provide assistance to agencies serving lower income and special needs populations, particularly the homeless, the elderly, minorities and those with disabilities.

This project meets the following strategies outlined in Welcome Home Billings (adopted October 2009):

- **Housing:** increasing supportive housing units for those in recovery; building local service provider capacity for affordable housing development, management and rehabilitation; decreasing barriers to obtain housing; facilitate collaborative grant / loan applications for affordable housing development to serve the homeless.
- **Services:** Facilitate application streamlining to access services, transportation, housing and employment; increasing the availability and capacity of health care, mental health, substance abuse services, medication assistance and access to legal assistance; establish one-stop shop to access all services.
- **Assets:** Supporting asset development, job training and employment opportunities for the homeless; promoting fair wage and competitive bidding through the expansion of social enterprise efforts and increase financial management services for those in need.

RECOMMENDATION

Staff recommends the City Council conduct a public hearing and approve an award of \$100,000 to The Salvation Army for equipment purchase to support the Bokashi Composting Processing Center and \$200,000 to the Rimrock Foundation to acquire / rehabilitate housing units, and to allow staff to finalize agreements for the project. Both financing packages will be secured via agreements for a period of seven years.

APPROVED BY CITY ADMINISTRATOR

Attachments

Salvation Army Subrecipient Agreement - DRAFT

Rimrock Development Agreement - DRAFT

Rimrock Deed Restriction Agreement - DRAFT

Rimrock Trust Indenture - DRAFT

Rimrock Promissory Note - DRAFT

CITY OF BILLINGS
COMMUNITY DEVELOPMENT DIVISION - BUSINESS CONSORTIUM PROJECT
SUBRECIPIENT AGREEMENT

This Agreement is entered into by the City of Billings, (City),
and
The Salvation Army (Subrecipient).

WHEREAS, the Subrecipient desires to work with the City of Billings to further a social-enterprise business in the City of Billings, Yellowstone County, Montana;

WHEREAS the City has concurrently received notification of Economic Development Initiative funding via the Consolidated Appropriations Act, 2010 (PL 111-117) as provided through the U.S. Department of Housing and Urban Development;

WHEREBY the City will receive and administer these federal moneys to provide financing, in part, for a social-enterprise project to be undertaken by the Subrecipient;

WHEREAS, the Subrecipient is desirous of obtaining such financing to participate in the Business Consortium Project in Billings and is willing to assume obligations to the City under the above stated contracts on the terms and conditions, as provided herein; AND

WHEREAS, the Subrecipient desires to acquire equipment to offer employment opportunities to the homeless, and the Subrecipient desires to use \$200,000 in federal funds from sources noted above for equipment purchase.

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

1. PURPOSE

The purpose of this Agreement is to provide funding for the purchase a bobcat and a horizontal grinder to assist in business start-up for The Salvation Army *Bokashi Compositing Processing Center*, to be located at 10 South 30th Street, Billings, Montana.

2. RESPONSE TO REQUEST FOR PROPOSALS INCORPORATED BY REFERENCE

The Subrecipient's proposal submitted on October 1, 2010 for financial assistance is incorporated into this Agreement by this reference and the representations made in the application are binding upon the Subrecipient.

3. ACCEPTANCE OF LOCAL, STATE AND FEDERAL REQUIREMENTS

The Subrecipient will comply with all applicable local, state and federal requirements, laws, administrative directives and procedures, and local ordinances and resolutions. This includes compliance with Uniform Administrative Requirements as described in 24 CFR 570.502. The Subrecipient will provide necessary documentation to the City of the Subrecipient's compliance with all requirements.

The Subrecipient expressly agrees to repay to the City any funds provided to the Subrecipient under this Agreement which the Subrecipient, its subcontractors or subrecipient entities, or any public or private agent or agency to which it delegates authority to carry out portions of this Agreement expends in violation of the terms of this Agreement or the Federal and State statutes and regulations governing the Program.

The Subrecipient agrees to comply with all appropriate federal, state, and local laws applicable to the funding awarded to complete approved activities undertaken through this Agreement, including:

- A. All program requirements which regulate and restrict the use of state and federal funds under the U.S. Department of Housing and Urban Development. This includes the regulations issued there under, now or hereafter, including but not limited to 24 CFR, and the regulations, policies, guidelines, and requirements as they relate to the Request for Proposals response submitted by the Subrecipient, acceptance, and use of state and federal funds for this program;
- B. Subrecipient's project application statements included in a response to the City's Request for Proposals on October 1, 2010. The response included: certifications of compliance; organization identification and mission; capacity and experience; project design and soundness of approach; financial structure and project implementation;

- C. Federal Office of Management and Budget (OMB) Circular A-122, “Cost principles Non-Profit Organizations” and the provisions of OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations” concerning the use of state and federal funds provided under this Agreement, which includes conformity to the City’s procurement policy for the purposes of purchasing equipment;

CITY OF BILLINGS QUICK REFERENCE CHART FOR PURCHASING METHODS

Amount	Petty Cash	Purchasing Card	Purchase Order	Written Quotes	Sealed Bids	RFP
\$0 -\$100	X	*X	X			
\$100-\$2500		X	X			
\$2,500 - \$5,000			X			
\$5,000 - \$50,000				X		
> \$20,000 (architect/engineering & land survey, professional services)						X
> \$50,000 (automobile, trucks, construction, equipment, materials)					X	X

- D. Montana Human Rights Act (MCA § 49-2-101 (2002) et seq.);
- E. Governmental Code of Fair Practices (MCA § 49-3-101 (2002) et seq.);
- F. Federal Civil Rights Act of 1964 (42 USC 2000d, et seq.);
- G. Federal Age Discrimination Act of 1975 (42 USC 6101 et seq.);
- H. Uniform Relocation Act of 1973;
- I. Federal Americans with Disabilities Act of 1990 (42 USC 12101, et seq.);
- J. Federal Labor Standards set forth in 24 CFR 570-605;
- K. Environmental Review Procedures as outlined in 24 CFR Part 58; AND
- L. Property purchased with federal funding must be purchased, managed and disposed of in accordance with pertinent provisions at 45 CFR § 74 and § 92.

4. EFFECTIVE DATE AND TIME OF PERFORMANCE

This Agreement takes effect on December 14, 2010 and will terminate upon completion of the final project closeout by the City, a period of seven (7) years after the first date of full employment opportunity for six residents of the Business Consortium Project as provided by Rimrock Foundation.

5. SCOPE OF SERVICES

The Subrecipient will engage in the activities set forth in the Subrecipient’s application for grant assistance. The major components of the project include:

Purchase a bobcat and a horizontal grinder to assist in business start-up for The Salvation Army Bokashi Compositing Processing Center, to be located at 10 South 30th Street, Billings, Montana. The equipment will be used to manage a social-enterprise business, providing employment opportunities to six previously homeless individuals served by the Business Consortium Project - Housing Component through Rimrock Foundation.

6. BUDGET

- A. The total amount of this Agreement will not exceed \$100,000.
- B. Budget adjustments must be approved in advance by the City, and funding shall not exceed \$100,000.

- C. The Subrecipient will record receipt and expenditure of program income as part of the financial transactions involving purchased equipment. If the Subrecipient anticipates program income after project closeout, a program income plan must be developed and submitted for review and written approval by the City at the time of closeout. At the time of closeout, the City will specify the conditions and requirements that will apply to program income received by the Subrecipient after project closeout.

7. LEVELS OF ACCOMPLISHMENT – GOALS AND PERFORMANCE MEASURES

Unless amended by mutual written agreement by the Subrecipient and the City, the Subrecipient will perform the described tasks as outlined below:

Activity / Timeline	Units per Month	Total Units / Year
Provision of employment opportunities through the Bokashi Composting Processing Center.	4 - 6	6
Provide definition of Units of Service here (households assisted, units rehabbed, etc.):		
Number of Individuals Employed.		

8. STAFFING

The Subrecipient shall assign the following staff as Key Personnel to this project:

Staff Member / Title	General Project Duties	Time Allocation
Enterprise Manager	Oversight of business operations, marketing, obtaining contracts, supervision of business areas, assisting in supportive services for employees.	1 FTE

9. PERFORMANCE MONITORING

The City will monitor the performance of the Subrecipient against goals and performance standards as stated in this Agreement, including data reporting on a quarterly and annual basis. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, Agreement suspension or termination procedures will be initiated.

10. AMOUNT OF GRANT AND METHOD OF REIMBURSEMENT

- A. The City will authorize the Subrecipient to request the total award amount against the funding reserved for it by the City on a reimbursement basis.
- B. The City will reimburse all eligible expenses incurred in furtherance of this Agreement as provided in this Agreement and upon approval by the City of the Subrecipient’s request for Payment. The City agrees to reimburse the Subrecipient for successfully completing the activities set forth in SCOPE OF ACTIVITIES, as the Subrecipient incurs project costs.
- C. The City will reimburse the Subrecipient for approved, eligible and necessary expenses according to the documentation submitted by the Subrecipient to support the expenditures. The City will not reimburse the Subrecipient for any expenses not included in the approved budget or not clearly and accurately supported by the Subrecipient’s records. Any authorized funds not expended under this grant will revert to the City and will be used to finance other eligible projects.
- D. The reimbursement of eligible costs incurred is contingent upon SPECIAL PROJECT START UP CONDITIONS. **In the event the Subrecipient is unable to comply with the terms and the conditions of this Agreement, any costs incurred will be the Subrecipient’s sole responsibility.**
- E. If the actual total cost of completing the project is less than has been projected by the Subrecipient, the City may, at its discretion, reduce the amount to be provided under this Agreement in proportion to the overall savings.
- F. If the City determines that the Subrecipient has failed to satisfactorily carry out its

responsibilities under this Agreement, the City may revoke the Subrecipient’s authority to request funding approved under this Agreement until the City and the Subrecipient agree on a plan to remedy the deficiency.

- G. Funding allocated for this project must be expended within one (1) year after the project was approved for funding. Funding not expended within one (1) shall be considered un-programmed funds and made available for allocation to new projects.

11. LIAISON

City	Subrecipient
Brenda Beckett Community Development Manager City of Billings PO Box 1178 Billings, MT 59103 Phone: 406-657-8286 Fax: 406-657-8327 Email: beckettb@ci.billings.mt.us	Major Kevin Jackson The Salvation Army 2100 6 th Avenue North Billings, MT 59101 Phone: (406) 245-4659 Email: kevin.jackson@usw.salvationarmy.org

12. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by any Contractor or subcontractor pursuant to this Agreement are to be the property of the City and the Subrecipient which have exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information relating thereto. No material produced in whole or part under this Agreement may be copyrighted or patented in the United States or in any other country without the City’s prior written approval.

13. ACCESS TO RECORDS, RECORDS RETENTION AND PROJECT MONITORING

- A. The Subrecipient will maintain adequate and reasonable records of its performance under this Agreement for at **least five years following project closeout** and will allow access to these records at any time during normal business hours by the City, the U.S. Department of Housing and Urban Development, the Comptroller General and, when required by law, the Montana Legislative Auditor. These records will be kept in the Subrecipient’s offices in Billings, Montana, located at the address listed above.
- B. The City or its agents may monitor and inspect all phases and aspects of the Subrecipient’s performance to determine compliance with the Scope of Work, and other technical and administrative requirements, including the adequacy of the Subrecipient’s records and accounts. The City will advise the Subrecipient of any specific areas of concern and provide the Subrecipient opportunity to propose corrective actions acceptable to the City.

14. PROJECT PROGRESS REPORTING

- A. During the term of this Agreement, the Subrecipient will submit progress reports to the City **with each request for reimbursement**. This report will describe the status of the project with respect to each implementation objective including, at a minimum, the percentage of the project which has been completed, costs incurred, funds remaining and anticipated completion date. The report must also describe any significant problems encountered and any necessary modification of the project scope or implementation schedule being requested. **A project narrative for each payment is a mandatory requirement.**
- B. The City will not honor claims for reimbursement until the required progress report has been submitted to and approved by the City.

15. EQUAL EMPLOYMENT OPPORTUNITY

Any hiring of employees by the Subrecipient as a result of this Agreement will be on the basis of

merit and qualification, and the Subrecipient will not discriminate against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin. As used herein, "qualifications" means qualification as are generally related to competent performance of the particular occupational task.

16. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1) Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2) Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment due to race, color, creed, religion, ancestry, national origin, sex, disability, or other handicap, age, marital / familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure all employment practices are free from such discrimination. The Subrecipient agrees to comply with the non-discrimination in employment and Contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279.

3) Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action / Section 3

1) Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 USC 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

2) Access to Records

The Subrecipient shall furnish and cause each of its own Subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement / Section 3

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer. The Subrecipient will also, to the greatest extent feasible, direct all employment, contract, and training opportunities to low- and very-low income persons and businesses, including seasonal and temporary employment opportunities. This includes recruitment of potential employees residing in lower-income areas and those residing in public or federally-assisted housing.

4) Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

C. Employment Restrictions

1) Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

17. AVOIDANCE OF CONFLICT OF INTEREST

The Subrecipient will comply with the provisions of the applicable HUD regulations of 24 CFR 570.611 Subpart J; and with sections 2-2-125, 2-2-201, 7-3-4367, 7-5-2106, and 7-5-4109, MCA, (as applicable) regarding the avoidance of conflict of interest.

18. MODIFICATION AND ASSIGNABILITY OF AGREEMENT

This Agreement contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in or authorized by this written Agreement, are valid or binding. This Agreement may not be enlarged, modified, or altered except upon written agreement, and does not imply any continuing commitment by the City of Billings beyond the termination date noted in the Agreement. The Subrecipient accepts responsibility for the adherence to the terms of this Agreement by subcontractor of Subrecipient entities and by public or private agents or agencies to which it delegates authority to carry out portions of this Agreement.

19. SPECIAL PROJECT START UP CONDITIONS

The Subrecipient will not obligate or utilize funds for any activities provided for by this Agreement until:

- A. An Environmental Review Record (ERR) is completed. The ERR has been completed by the City as of November 23, 2010.
- B. The Subrecipient submits to the City evidence of the firm commitment of the other resources necessary for the completion of the project.
- C. If the project includes construction activity, the Subrecipient must receive written permission from the City to enter into a Agreement. This provision is to assure that the Subrecipient has complied with applicable procurement requirements and Labor Standards.
- D. Subrecipients providing assistance to low and moderate-income persons, households, or neighborhoods must provide documentation that demonstrates that fifty-one (51) percent of the persons or households assisted are low and moderate income.
- E. The City will not release any funds to the Subrecipient until the Subrecipient has obtained firm commitments for all non- resources to be involved in the project. The Subrecipient may not expend or obligate any funds, until the City determines that this condition has been satisfied.

20. VENUE

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

21. CITY RECOGNITION

The Subrecipient shall ensure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

22. INDEMNIFICATION

- A. The Subrecipient waives any and all claims and recourse against the City, including the right of contribution, for loss or damage to persons or property arising from, growing out of, or in

a any way connected with or incidental to the Subrecipient's or any Subrecipient's performance under this Agreement.

- B. Further, the Subrecipient will indemnify, hold harmless, and defend the City and the State of Montana against any and all claims, demands, damages, costs, expenses, or liability arising out of the Subrecipient's or any Subrecipient's performance of this Agreement. In the event that the City is named as a codefendant in any action relating to activities to be performed by the Subrecipient or a Subrecipient under this Agreement, the Subrecipient will notify the City of the action and will represent the City in the action unless the City undertakes to represent itself as a codefendant, in which case the City will bear its own litigation costs, expenses, and attorneys' fees.
- C. Further, the City will indemnify, hold harmless, and defend the Subrecipient against any and all claims, demands, damages, costs, expenses, or liability arising out of the City's performance of this Agreement. In the event that the Subrecipient is named as a codefendant in any action relating to activities to be performed by the City under this Agreement, the City will notify the Subrecipient of the action and will represent the Subrecipient in the action unless the Subrecipient undertakes to represent itself as a codefendant, in which case the Subrecipient will bear its own litigation costs, expenses, and attorneys' fees.

23. AGREEMENT AMENDMENT

The Subrecipient may request that this Agreement be amended. However, the City will allow an amendment only if the Subrecipient clearly demonstrates that the modification is justified and will enhance the overall impact of the original project.

24. PROPERTY MANAGEMENT

Title to real property or equipment acquired under a grant will vest upon acquisition in the City or Subrecipient. The City or Subrecipient will use, manage, and dispose of this property or equipment in accordance with the requirements set out in 24 CFR Part 85, Subpart C and 24 CFR Part 570, Subpart J.

25. REVERSION OF ASSETS

Upon this Agreement's expiration, **seven (7) years post commencement of employment of six tenants served by the Business Consortium Project**, the Subrecipient shall transfer to the City any funds on hand and any accounts receivable attributable to the use of funds. Any real property under the Subrecipient's control that was acquired or improved in whole or in part with funds in excess of \$25,000 must adhere to the following:

- A. Used to meet one of the national objectives in 24 CFR 570.208 until five years after the expiration of the agreement or for such longer period of time as determined to be appropriate by the recipient; or
- B. If not used to meet objectives outlined herein, the Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non- funds for the acquisition of, or improvement to, the property. The payment shall be treated as program income by the City. No payment back to the City would be required if property is sold five years after the termination of this Agreement.

26. INDEPENDENT SUBRECIPIENT

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

The Subrecipient must maintain appropriate workers compensation and unemployment insurance coverage. The Subrecipient is solely responsible for and must meet all labor and tax law requirements pertaining to employment and contracting services, inclusive of insurance premiums, tax deductions, tax withholding, overtime wages and other employment obligations that may be legally required with respect to the Subrecipient's organization.

27. TERMINATION OF AGREEMENT

This Agreement may be terminated as follows:

- A. Termination and Modification Due Loss of Funding. If, for any reason, federal financial resources required by the City to fund the Subrecipient’s projects are withdrawn from the City, the City may unilaterally terminate or modify the terms of this Agreement to reflect the loss of funding. If a termination or modification is required, the City will, to the extent permitted by available funding, compensate the Subrecipient for eligible expenses incurred by the Subrecipient as of the revised termination date. The City will give the Subrecipient written notice of the effective date of the modification or termination of this Agreement and, if a reduction in funding is required, the Subrecipient will provide the City with a modified project budget.
- B. Termination Due to Noncompliance with Agreement Terms. If the City determines that the Subrecipient has failed to comply with the general terms and conditions of this Agreement, the project schedule, or any special conditions, and if upon notification of the defect the Subrecipient does not remedy the deficiency within a reasonable period to be specified in the notice, the City may terminate this Agreement in whole or in part at any time before the date of completion. The City will promptly notify the Subrecipient in writing of the decision to terminate, the reasons for the termination, and the effective date of the termination.
- C. Termination Due to Adverse Environmental Impact. This Agreement will terminate at the conclusion of the environmental review process if the City or Subrecipient determines that the project would have a significant adverse impact on the quality of the human environment and that this impact cannot be avoided or sufficiently mitigated by reasonable, cost-effective means.
- D. Effect of Termination. In the event of termination due to the Subrecipient’s failure to comply with the terms of this Agreement or the project’s adverse environmental impact, any cost incurred will be the responsibility of the Subrecipient. However, at its discretion, the City may approve request by the Subrecipient for reimbursement of expenses incurred. The City’s decision to authorize payment of these costs or to recover expended funding will be based on a consideration of the extent to which the expenditure of those funds represented a good faith effort of the Subrecipient to comply with the terms of this Agreement and on whether any failure to comply with the terms of this Agreement was the result of circumstances beyond the Subrecipient’s control.

IN WITNESS OF THE TERMS SET OUT ABOVE, the parties have executed this Agreement.

CITY

City Administrator
City of Billings

Date

SUBRECIPIENT

By: _____
Authorized Official

Date

Print Name

Mailing Address

Phone and Fax Number

E-mail address

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

BUSINESS CONSORTIUM PROJECT
DEVELOPMENT AGREEMENT

between

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

and

Rimrock Foundation
A Non-Profit Organization
whose address is
1231 North 29th Street, Billings, Montana 59101,
the “Owner / Developer”, hereafter referred to as the “Developer”

DATE: _____

WHEREAS, the Developer desires to work with the City of Billings to develop new affordable rental housing on property in the City of Billings, Yellowstone County, Montana commonly known as: **116 South 30th Street**, and legally described as:

***S03, T01 S, R26 E, BLOCK 192, Lot 005, LTS 5 & 6 BLK 192
BILLINGS ORIGINAL TOWN, according to the official plat thereof on
file and on record in the office of the Clerk and Recorder of said
County; hereafter referred to as the “property”; and***

WHEREAS the City has concurrently received notification of Economic Development Initiative funding via the Consolidated Appropriations Act, 2010 (PL 111-117) as provided through the U.S. Department of Housing and Urban Development;

WHEREBY the City will receive and administer these federal moneys to provide financing, in part, for an acquisition / rehabilitation project to be undertaken by the Developer;

WHEREAS, the Developer is desirous of obtaining such financing to participate in the Business Consortium Project in Billings and is willing to assume obligations to the City under the above stated contracts on the terms and conditions, as provided herein; AND

WHEREAS, the Developer desires to acquire and rehabilitate affordable rental housing to house the homeless, and the Developer desires to use \$200,000 in federal funds from sources noted above for acquisition and rehabilitation.

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

A. PURPOSE

The purpose of this written Agreement is to ensure compliance with the Economic Development Initiative funding via the Consolidated Appropriations Act, 2010 (PL 111-

117) provided through the U.S. Department of Housing and Urban Development (HUD). Both sources provide funding for this project which has been approved by the City.

B. DOCUMENTS INCORPORATED INTO THIS AGREEMENT BY REFERENCE BUT NOT ATTACHED HERETO AND ACCEPTANCE OF STATE AND FEDERAL REQUIREMENTS

The Developer, a sub-recipient of state and federal funds, agrees to comply with all appropriate federal, state, and local laws applicable to the funding awarded to complete approved activities undertaken through this Agreement, including:

1. All program requirements which regulate and restrict the use of state and federal funds under the U.S. Department of Housing and Urban Development. This includes the regulations issued there under, now or hereafter, including but not limited to 24 CFR, and the regulations, policies, guidelines, and requirements as they relate to the application, acceptance, and use of state and federal funds for this program;
2. Developer's project application statements included in a response to the City's Request for Proposals on October 1, 2010. The response included: certifications of compliance; organization identification and mission; capacity and experience; project design and soundness of approach; financial structure and project implementation;
3. Federal Office of Management and Budget (OMB) Circular A-122, "Cost principles Non-Profit Organizations" and the provisions of OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" concerning the use of state and federal funds provided under this Agreement;
4. Montana Human Rights Act (MCA § 49-2-101 (2002) et seq.);
5. Governmental Code of Fair Practices (MCA § 49-3-101 (2002) et seq.);
6. Federal Civil Rights Act of 1964 (42 USC 2000d, et seq.);
7. Federal Age Discrimination Act of 1975 (42 USC 6101 et seq.);
8. Uniform Relocation Act of 1973;
9. Section 504 of the Federal Rehabilitation Act of 1973 (29 USC 794);
10. Federal Americans with Disabilities Act of 1990 (42 USC 12101, et seq.);
11. Federal Labor Standards set forth in 24 CFR 570-605;
12. Environmental Review Procedures as outlined in 24 CFR Part 58 including historic review, flood insurance, historic properties, architectural barriers and environmental impacts;
13. Federal Energy Policy and Conservation Act;
14. Property purchased with federal funding must be purchased, managed and disposed of in accordance with pertinent provisions at 45 CFR § 74 and § 92; AND
15. Programmatic Agreement between the City, the Yellowstone Historic Preservation Board, the State Historic Preservation Office and the Advisory Council on Historic Preservation.

C. ADDITIONAL PROGRAM REQUIREMENTS

1. The Developer will comply with all applicable parts and requirements in state and federal laws, regulations, administrative directives and procedures; and local ordinances and resolutions.
2. The Developer agrees to the following:
 - a. **Project Schedule:** The project's planning began in 2010. Acquisition is expected to occur by January 2010 and rehabilitation is anticipated to begin shortly thereafter on a unit-by-unit basis. Construction will be completed including weather dependent items by April 2010; unless an extension is granted by the City.
 - b. **Project Budget:** The total project budget is \$200,000. Current and complete Sources and Uses are on file with the City and the Developer. The Developer may not modify this budget without having requested and received the City's written approval of the adjustment. Modifications to the budget will be considered a violation of the contract and are grounds for termination at any point without consideration for performance or compensation.

- c. **Project Scope:** The major components of the project include: the Developer's desire for acquisition and rehabilitation of two (2) units of affordable, rental housing for low-income households to be located at **116 South 30th Street, Billings, Montana 59101.**

The project includes two (2) apartments for homeless individuals below 80% of the current Area Median Income.

One unit will conform to Section 504 of the Rehabilitation Act of 1973 the needs of those with disabilities. Housing constructed will meet local building codes and will meet housing property standards as required in 24 CFR 92.251 for the duration of the affordability period.

- d. **Project Participants:** Individuals / households placed in residency for this project must be qualified as "homeless" according to the following definition in addition to residency requirements as established by the Developer for program participation:

- i. An individual / household lacking a fixed, regular, and adequate nighttime residence; and
- ii. An individual / household whose primary nighttime residence is:
 - a) A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);
 - b) An institution that provides a temporary residence for individuals intended to be institutionalized; or
 - c) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

- e. **Median Income Level:** The City & Developer agree that 100% of the units to be acquired / rehabilitated will be occupied by households at 80% or less of current Area Median Income. In the event that less than 100% of the units are rented to households at or below 80% of the area median income at any given time, this imbalance shall be corrected by assuring future units rented in the project will be rented to a household at or below 80% of area median income until the imbalance is corrected and the 100% benefit level is achieved.

- f. **Fixed or Floating Units:** All of the units in this Agreement are state and federally-assisted and are fixed, with an exception for a unit that may be reserved to accommodate an on-site service provider.

- g. **Project Monitoring during the Period of Affordability:** The period of affordability for the project begins the date the project is completed as per the date of full lease-up continues throughout the seven (7) year affordability period.

Information necessary for completing activity reporting include: finalized project budget; occupant demographic and income data; information on unit configuration; rents; and rental assistance. Other mandatory monitoring requirements include (but are not limited to):

- i. Demographic and rental unit information on initial occupants;
- ii. Annual reports on current occupants including demographic and rental unit information; and
- iii. Information pertaining to the level and cost of services the occupant / household for one year prior to placement and one year post placement.

The Developer will provide initial rent-up information on occupants and units to the City within thirty (30) days of initial occupancy and annually thereafter. The City's monitoring responsibilities include (but are not limited to):

- i. On-site monitoring reviews of the project at least every three (3) years as required for a project of one to four (1 to 4) total units; and
- ii. Source documentation monitoring for occupant income and eligibility verification at least every six (6) years from the date of initial lease-up.

3. **Environmental Review and Historic Preservation:** The Developer will carry out each activity in compliance with all federal laws and regulations described in 24 CFR, Part 92. The Developer does not assume the City's responsibility for the environmental

review which has been completed by the City prior to acquisition. The Developer will comply with historic preservation guidelines in accordance with the approved Programmatic Agreement between the City, the Yellowstone Historic Preservation Board, and State Historic Preservation Office.

4. **Uniform Relocation Act:** The Developer will be subject to compliance with the federal Uniform Relocation Act and all related laws and regulations, be solely responsible for the cost to comply with those requirements, and be subject to termination of this Agreement without cause other than failure to comply with federal regulation. Further, the Developer will maintain the obligation to bear all costs associated with relocation resulting from activities undertaken with state and federal funds including displacement and relocation.
5. **Insurance Coverage:** The Developer shall secure and maintain such insurance policies, including those set forth below, as will protect itself, its subcontractors and, unless otherwise specified, the City from all claims for bodily injuries, death or property damage which may arise under this Agreement; whether the acts were made by the City or Developer or by any subcontractor or anyone employed by the Developer directly or indirectly. The following insurance policies are required:
 - a. Commercial General Liability in an amount not less than \$1.5 million per occurrence for injuries, including accidental death to any one person;
 - b. Builder's Risk Insurance in an amount not less than the completed value of the property (appraised value plus costs of rehabilitation);
 - c. The City shall be listed as an additional insured on the policy during the entire period of affordability (**7 years**).

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

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

The insurer and insurance documents must be satisfactory to the City Attorney for the City of Billings. Further, the Developer will assure all subcontractors performing work on the project maintain public liability, property, and casualty insurance and stationary workers compensation insurance coverage in compliance with State Law.

6. **Construction Contracts:** The Developer agrees to deny participation in construction contracts by ineligible, debarred or suspended persons or entities. The Developer will provide the City with the names of contractors and subcontractors prior to entering into contracts. The Developer will utilize lead-safe contractors as required.
7. **Non-Discrimination:** The Developer will not discriminate against any contractor, subcontractor, or rental applicant due to race, color, creed, religion, ancestry, national origin, sex, disability, or other handicap, age, marital / familial status, or status with regard to public assistance. The Developer will take affirmative action to ensure all employment practices are free from such discrimination. The Developer agrees to comply with the non-discrimination in employment and Contracting opportunities laws, regulations, and executive orders referenced in: 24 CFR 570.607 and as revised by Executive Order 13279, 11246 and 11375; 24 CFR 92.350; 41 CFR Part 60; and MCA § 49-3-207 (2002) et seq.
8. **Lead-Based Paint:** The Developer agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR Part 35 in addition to 24 CFR 92.355 and 570.608, which results in the prohibition of the use of lead-based paint for this project. The per-unit subsidy for acquisition and rehabilitation is approximately **\$15,750**. The Developer agrees to use lead safe work and abatement practices as required, and will utilize certified contractors in accordance with HUD requirements, and will not utilize lead-based paint in new construction projects.

9. **Religious Organization:** The Developer will follow the provisions governing the restriction on the use of federal funds by religious organizations, as contained in 24 CFR 92.257.
10. **Political Activities:** None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activities or to further the election or defeat of any candidate for public office.
11. **Drug-Free Work Place:** The Developer certifies that it will provide a drug-free work place.
12. **Subcontract Compliance:** The Developer agrees that all subcontracts entered into by the Developer for the completion of the Project described herein will contain provisions requiring compliance with all applicable local, state and federal requirements. These contract provisions are to be included in all subcontracts.
13. **Repayment to the City:** The Developer expressly agrees to repay to the City any funds paid on behalf on the Developer or its subcontractors that are expended in violation of the terms of this Agreement or local, state and federal statutes and regulations governing the use of state and federal funding, or if for some reason the project is unable to move forward in within the time frame set forth in this Agreement.

Affordability requirements for the project will be met, including regulations outlined for the affordability of rental housing units as per 24 CFR 92.252. The Developer expressly agrees to repay the City all funds paid on behalf of the Developer or its subcontractors if the housing constructed does not meet the affordability requirements for the specified period of affordability (24 CFR 92.504(c)(3)(ii)).

D. SURVIVAL OF CERTAIN CONTRACT TERMS

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

E. COMPENSATION

The City of Billings shall **reimburse** the Developer for all eligible project costs in the total amount of \$200,000 for acquisition and rehabilitation costs. The City's obligation to make periodic or final payment to the Developer shall be conditioned upon the City's receipt of grant funds sufficient to make such payment. Final compensation will be made only when the Developer is in full compliance with this Agreement.

F. PAYMENT METHOD

Payment is made on a **reimbursement basis** of actual and proper expenditures and shall be made in accordance with this Agreement between City and Developer. Payment requests submitted by the Developer to the City must include a project narrative, receipts and documentation of expenditure. Payments for The City may withhold any payment if the Developer has failed to comply with program objectives, contractual terms, or reporting requirements. The City may withhold payment of the final five percent (5%) of the total award amount until the Developer has submitted and the City has accepted all required financial and performance report information required pursuant to either the Grant or City requirements.

G. INDEPENDENT DEVELOPER

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

The Developer must maintain appropriate workers compensation and unemployment insurance coverage. The Developer is solely responsible for and must meet all labor and tax law requirements pertaining to employment and contracting services, inclusive of insurance premiums, tax deductions, tax withholding, overtime wages and other employment obligations that may be legally required with respect to the Developer's organization.

H. PERSONNEL

The Developer represents that it has, or shall secure, at its own expense, all personnel required in performing the services under this Development Agreement. All of the services required hereunder shall be performed by the Developer, or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be eligible under the law to perform such services. Where the State or local public jurisdictions require licensure for the provision of services provided hereunder, the Developer and any subcontractors shall be properly licensed. The Developer will provide at the time of this Agreement; proof of performance and payment bonds; Commercial General Liability Insurance in the amount of \$1.5 Million per occurrence and workers compensation insurance carried by any subcontractor who contracts directly with the Developer for the construction services related to this Agreement as outlined herein. Other professional services subcontracted for by the Developer will provide proof of insurance as required by Montana Law.

I. TIME OF PERFORMANCE

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

J. TERMINATION DATE

This Agreement shall terminate seven (7) years for the entire period of affordability, after the date upon which the project was fully leased to qualified tenants, in addition to authorized extensions as set forth in the Agreement between the City and the Developer.

K. LIAISON AND NOTICE

BRENDA BECKETT, COMMUNITY DEVELOPMENT MANAGER is the City's liaison with the Developer.

MONA SUMNER, CHIEF OPERATING OFFICER is the Developer's liaison with the City.

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

L. OWNERSHIP AND PUBLICATION OF MATERIALS

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

M. ACCESS TO RECORDS

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

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

Project Records Required:

1. Documentation that the project meets applicable property standards for acquisition / rehabilitation activities;

2. For each household renting a unit - a copy of the rental application, income verification, and lease agreement and subsequent annual income verifications;
3. Immediate written notification of any pending legal action which names the Developer and the real property assets covered under this Agreement.

The records demonstrating compliance with project requirements that apply for the period of affordability must be retained for at least five (5) years after the required period of affordability. If any litigation, claim negotiation, audit or other action has been commenced before the expiration of the regular five-year (5) period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular period, whichever is later.

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

N. PROGRESS REPORTING

The Developer will promptly submit status reports on project progress at the request of, and in the format prescribed by, the City of Billings.

O. AVOIDANCE OF CONFLICT OF INTEREST

The Developer will comply with the provisions of 24 CFR § 92.356; 24 CFR Part 84; and with § 2-2-125, 2-2-201, 7-3-4367, 7-5-2106, and 7-5-4109, MCA, as applicable, regarding the avoidance of conflict of interest.

No officer, employee, or agent of the Developer or immediate relative (spouse, parent, sibling, and child) shall be an investor, officer, employee or agent of the City, nor shall any officer, employee or agent of the Developer receive any compensation from the Developer during the term of this Agreement outside the specified and approved project costs for development.

P. MODIFICATION AND ASSIGNABILITY OF AGREEMENT

This Agreement contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party who are not contained in or authorized by this written Agreement, are valid or binding. This Agreement may not be enlarged, modified, or altered except upon written agreement. This Agreement does not imply any continuing commitment by the City of Billings beyond the termination date noted herein.

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

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

Q. CONSTRUCTION AND VENUE

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

R. INDEMNIFICATION

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

Further, Developer will indemnify, hold harmless, and defend the City against any and all claims, demands, damages, costs, expenses, or liability arising out of the Developer or any contractor, subcontractor or sub-recipient's performance of this Agreement. In the event the City of Billings is named as a co-defendant in any action relating to activities to be performed by the Developer or sub-recipient under this Agreement, the Developer will immediately notify the City of such fact in writing.

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

S. TERMINATION OF AGREEMENT

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

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

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

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

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

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

T. CONTRACT SUSPENSION

If the Developer fails to comply with any contractual provision, the City may, after notice to the Developer, suspend the Agreement and withhold further payments to prohibit the Developer from incurring additional obligations of contractual funds or demand repayment of funds expended, pending corrective action by the City or a decision to terminate in

accordance with provisions herein. The City may determine to allow such necessary and proper costs which the Developer could not reasonably avoid during the period of suspension, provided such costs were necessary and reasonable for the conduct of the project.

U. GRANT CONTROLS

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

DRAFT

V. SIGNATURES

Greg Aldrich, Board President Rimrock Foundation	Mona Sumner, Chief Operating Officer Rimrock Foundation
Signature:	Signature:
STATE OF MONTANA) : ss. County of Yellowstone)	
On the _____ day of _____, 2010, before me, _____, a Notary Public for the State of Montana, personally appeared GREG ALDRICH and MONA SUMNER, known to me to be the Board President and Chief Operating Officer respectively of the Rimrock Foundation, and whose names are subscribed to the within instrument and acknowledged to me that they executed the same.	
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.	
<i>Seal:</i>	_____ Printed Name: _____ Notary Public for the State of Montana Residing At: _____ My Commission Expires: _____

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

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

DEED RESTRICTION AGREEMENT

between

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

and

Rimrock Foundation
A Non-Profit Organization
whose address is
1231 North 29th Street, Billings, Montana 59101,
the “Owner / Developer”, hereafter referred to as the “Owner”

DATE: _____

A. PURPOSE

This Land Use Restriction Agreement ("Agreement") is made and entered into this day by and between the City and the Owner and is in effect from the date of full lease-up for the project and continues for a period of **seven (7) years of assured affordability**;

WHEREAS the City has granted to the Owner Economic Development Initiative funding via the Consolidated Appropriations Act, 2010 (PL 111-117) as provided through the U.S. Department of Housing and Urban Development funding in the amount of **Two-hundred thousand dollars (\$200,000)** as a zero interest, deferred payment loan for the purpose of acquisition and rehabilitation of **two (2)** units of affordable rental housing commonly known and addressed as **116 South 30th Street, Billings, Montana** and legally described as:

***S03, T01 S, R26 E, BLOCK 192, Lot 005, LTS 5 & 6 BLK 192
BILLINGS ORIGINAL TOWN, according to the official plat thereof
on file and on record in the office of the Clerk and Recorder of said
County;*** hereafter referred to as the “property”; and

WHEREAS the Owner must agree to continuously comply with certain occupancy restrictions for each Assisted Unit for the Term of this Agreement; and the parties hereto have entered into this Agreement to evidence Owner's agreement to comply with such restrictions.

WHEREAS the City and Owner have signed a related Development Agreement regarding the

acquisition and rehabilitation of affordable housing on the property, and agreements made in the Development Agreement are in effect during the entire period of affordability in conjunction with this Agreement;

NOW, THEREFORE in consideration of the grant and other good and valuable consideration, the parties hereto do hereby agree as follows.

B. DEFINITIONS

1. **Agreement** means this Land Use / Deed Restriction Agreement, as it may from time to time be amended.
2. **Assisted Unit** means any unit for which state and federal funds are used for acquisition, construction and / or rehabilitation.
4. **Low-Income Household** means a household with a total household income not exceeding eighty (80) percent of current area median income in the area in which the property is located, as determined by the Secretary of Housing and Urban Development.
5. **Qualifying Unit** means a housing unit:
 - a. Rented to either a Low-Income household; and
 - b. Is used in complying with the low-income and homeless occupancy requirements outlined herein.
6. **Qualified Tenant** means a family or individual tenant of a Qualifying Unit who satisfies the income and residency requirements set forth in this Agreement. Individuals / households placed in residency for this project must: (i) qualify as “homeless” according to the following definition; and (ii) satisfy the residency requirements as established by the Developer for program participation:
 - a. An individual / household lacking a fixed, regular, and adequate nighttime residence; and
 - b. An individual / household whose primary nighttime residence is:
 - i. A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);
 - ii. An institution that provides a temporary residence for individuals intended to be institutionalized; or
 - iii. A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
7. **Term / Period of Affordability** means a period commencing after the completion of construction and commencing on the date of full lease-up and enduring for the entire **period of affordability of seven (7) years**. Monitoring and obligations to the City may cease after the period of affordability and requirements have been successfully met.

C. USE AND OCCUPANCY OF THE PROPERTY

1. It is agreed that, during the Term, the Owner will maintain the property as rental housing and will rent or hold available for rental each Assisted Unit on a continuous basis.
2. The Owner will make the units continuously available for occupancy for Low-Income Households and incomes for qualifying households cannot exceed eighty (80) percent of the current area median household income. As this project is considered a “group home”, the income limitations do not apply to a service provider in residence at the unit.
3. The determination of whether the annual income of a household occupying or seeking to occupy a Qualifying Unit meets the applicable income limit and homeless designation shall be made prior to admission to occupancy of such household in a Qualifying Unit. Thereafter such determinations shall be made at least annually on the

basis of an examination or reexamination of the current income of the household or individual. This information will be provided to the City on an annual basis by the Owner.

4. Anything to the contrary in the foregoing notwithstanding, the Owner will not terminate the occupancy of any tenants in occupancy on the date hereof that are not Low-Income Households for purposes of meeting the requirements of this Agreement.
5. The Owner will name and retain the City as an additional insured on insurance policies as stipulated in the Development Agreement during the entire period of affordability, **seven (7)** years.
6. The Owner will provide to the City, on an annual and ongoing basis, information pertaining to the level and cost of services the Qualified Tenant for one year prior to placement and one year post placement. The project has been funded as a “Business Consortium” project where cost-benefit data is a central component of programming and evaluation. The City has provided an approved format for cost-benefit reporting in the Request for Proposals.

D. LEASE PROVISIONS, INCOME COMPLIANCE, INSPECTIONS & EXCLUSIONS

1. Lease Provisions

All tenant leases entered into with Qualified Tenants during the Term shall contain provisions wherein:

- a. Each individual lessee certifies the accuracy of the information provided in connection with the examination or re-examination of annual income of the household of such lessee;
- b. Each individual lessee certifies that the annual income and other eligibility requirements shall be deemed substantial and material obligations of his or her tenancy, that he or she will comply promptly with all requests for information with respect thereto from Owner or the City and that his or her failure to provide accurate information regarding such requirements (regardless of whether such inaccuracy is intentional or unintentional) or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of his or her tenancy and constitute cause for immediate termination thereof.
- c. Initial leases between the owner and tenants must be for a least one year and are to be re-negotiated by mutual agreement for continuing leases thereafter.

2. Examination and Re-examination of Incomes

- a. The Owner shall be responsible for determination of the annual income and household composition of Qualified Tenants, and for re-examination of annual income and household composition of Qualified Tenants at least annually in accordance with procedures prescribed by the City. Documentation of this activity will be reported to the City on an annual basis.
- b. As a condition of admission to occupancy of a Qualifying Unit, Owner shall require head of household, and other such household members as it designates, to execute an approved release and consent authorizing any depository or private source of income, or any Federal, State or local agency, to furnish or release to Owner and to the City such information as Owner or the City determines to be necessary. The use of disclosure of information obtained from a household or from another source pursuant to this release and consent shall be limited to purposes directly connected with administration of this Agreement.
- c. Owner shall not be deemed to be in violation of this Agreement if, in determining Annual Income and household composition of a Qualified Tenant:
 - i. Owner has relied in good-faith upon information which is supplied to Owner by the tenant;
 - ii. Owner has no reason to believe such information is false; and

- iii. Owner has complied with all requirements with respect to verification of household income and household composition.

3. **Certification by Owner of Continued Compliance**

During the term, on each anniversary of the date of full lease-up, Owner shall submit to the City a certification in a form prescribed by the City, as to Owner's compliance with all of the terms and provisions of this Agreement.

4. **Maintenance of Documents**

All tenant lists, applications, leases, waiting lists, income examinations and reexaminations relating to the property shall at all times be kept separate and identifiable from any other business of the Owner which is unrelated to the property, and shall be maintained, in a reasonable condition for proper audit and subject to examination and photocopying during business hours by representatives of the City.

5. **Compliance Review**

The City periodically will monitor the Owner's compliance with the requirements of this Agreement. In conducting compliance reviews, the City will rely primarily on information obtained from Owner's records and reports, findings from on-site monitoring, and audit reports. The City may also consider relevant information gained from other sources, including litigation and citizens complaints.

6. **Inspections**

- a. During the Term, beginning after completion of construction and / or rehabilitation, the City or its representative shall inspect the property a minimum of every **three years** as required for projects with a total number of units between **one (1) and four (4) units** to document the property continues to comply with Section 8 Housing Quality Standards. The Owner will provide the City with source documentation verifying income of tenants every six (6) years as required, from the initial date of full lease-up.
- b. If at any time during the Term the property is found to be in noncompliance with Section 8 Housing Quality Standards, Owner agrees:
 - i. To complete the repairs necessary to bring the property into compliance within thirty (30) days of notification by the City;
 - ii. Notify the City that the repairs have been completed; and
 - iii. Contact the City to schedule re-inspection.

7. **Releases**

The City shall execute such documents as may be required to evidence release of the property from the covenants and restrictions set forth in this Agreement based upon the expiration of the Term as provided.

8. **Lease Exclusions**

Leases between the Owner and tenants **may not** contain any of the following provisions:

- a. **Agreement to be Sued:** Agreement by the tenant to be sued, to admit guilt or to judgment in favor of the Owner in a lawsuit in connection with the lease;
- b. **Treatment of Property:** Agreement by the tenant that the Owner may seize or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This provision does not apply to disposition of personal property left by a tenant who has vacated a property;
- c. **Excusing Owner from Responsibility:** Agreement by the tenant not to hold the Owner or Owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
- d. **Waiver of Notice:** Agreement of the tenant that the Owner may institute a lawsuit without notice to the tenant;
- e. **Waiver of Legal Proceedings:** Agreement of the tenant that the owner may

evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

- f. **Waiver of a Jury Trial:** Agreement by the tenant to waive any right to a jury trial;
- g. **Waiver of Right to Appeal Court Decision:** Agreement by the tenant to waive the tenant's right to appeal or to otherwise challenge in court a court decision in connection with the lease;
- h. **Tenant Chargeable with Cost of Legal Actions Regardless of Outcome:** Agreement by the tenant to pay attorney's fees or other legal costs, even if the tenant wins in a court proceeding by the Owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

E. REPRESENTATIONS AND WARRANTIES OF OWNER

Owner represents and warrants that he has validly executed this Agreement and the same constitutes the binding obligation of Owner. Owner has full power, authority and capacity to enter into this Agreement, to carry out Owner's obligations as described in this Agreement and to assume responsibility for compliance with all applicable federal rules and regulations.

To the best of Owner's knowledge, the making of this Agreement and Owner's obligations hereunder:

- 1. Will not violate any contractual covenants or restrictions between the Owner or any third party affecting the property;
- 2. Will not conflict with any of the instruments that create or establish Owner's authority;
- 3. Will not conflict with any applicable public or private restriction;
- 4. Does not require any consent or approval or any public or private authority which has not already been obtained;
- 5. Will not be threatened with invalidity or unenforceability by any action, proceeding or investigation pending or threatened, by or against the Owner, without regard to capacity, any person with whom Owner may be jointly or severally liable, or the property or any part thereof; and
- 6. No litigation or proceedings are pending or to the best of owner's knowledge, threatened against Owner which if adversely determined could individually or in the aggregate have an adverse effect on title to or the use and enjoyment or value of the property, or any portion thereof, or which could in any way interferes with the consummation of this Agreement.

Owner agrees to indemnify and hold harmless the City from and against all liabilities, losses, claims, damages, judgements, costs and expenses (including, without limitation, reasonable attorney's fees) incurred by the City as a result of any material inaccuracy in any of the representations and warranties contained herein.

F. ENFORCEMENT AND REMEDIES

- 1. If the Owner defaults in the performance of any of its obligations under this Agreement or breaches any covenant, agreement or restriction set forth herein, and if such default remains uncured for a period of sixty (60) days after notice thereof shall have been given by the City (or for any extended period approved in writing by the City if the default or breach stated in such notice can be corrected, but not within such 60 day period, unless Owner does not commence such correction or commences such correction with such 60 day period but thereafter does not diligently pursue the same to completion within such extended period), the City shall be entitled to apply to any court having jurisdiction of the subject matter for specific performance of this Agreement, for an injunction against any violation of this Agreement, or for such other relief as may be appropriately compensated by monetary damages in the event of Owner's default. The City shall be entitled to its reasonable attorneys' fees in any such judicial action in which the City shall prevail.

2. Each right, power and remedy of the City provided for in this Agreement now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the City of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the City of any or all such other rights, powers or remedies.

G. MISCELLANEOUS

1. Notices

All notices required or permitted to be given under this Agreement must be in writing and will be deemed to have been duly given if delivered personally or mailed, postage prepaid, by registered or certified United States mail, return receipt requested, addressed to the parties at the following address:

FOR THE CITY:

Community Development Manager
Community Development Division
PO Box 1178, Billings, Montana 59103

FOR THE OWNER:

Rimrock Foundation
Chief Operating Officer
1231 North 29th Street, Billings, Montana 59101

2. Binding Effect - Covenants Running with the Land

During the Term, this Agreement and the covenants, reservations and restrictions contained herein shall be deemed **covenants running with the land** for the benefit of the City and its successors, and shall pass to and be binding upon Owner's heirs, assigns and successors in title to the property, or if the property shall not include title to land, but shall include a leasehold interest in land, this Agreement and the covenants, reservations et al shall bind the leasehold interest as well as the property and shall pass to and be binding upon all heirs, assigns and successors to such interests.

Upon expiration of the term / period of affordability in accordance with the terms hereof said covenants, reservations and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments.

If a portion or portions of the property are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the property. The City, at Owner's cost and expense, shall cause this Agreement to be duly recorded or filed and re-recorded or re-filed in such places, and Owner shall pay or cause to be paid all recording, filing, or payments in lieu of taxes, fees and charges, and shall comply with all such statutes and regulations as may be required by law, in the opinion of qualified counsel, in order to establish, preserve and protect the ability of the grantee to enforce this Agreement.

H. SIGNATURES

Greg Aldrich, Board President Rimrock Foundation	Mona Sumner, Chief Operating Officer Rimrock Foundation
Signature:	Signature:
STATE OF MONTANA) : ss. County of Yellowstone)	
On the _____ day of _____, 2010, before me, _____, a Notary Public for the State of Montana, personally appeared GREG ALDRICH and MONA SUMNER, known to me to be the Board President and Chief Operating Officer respectively of the Rimrock Foundation, and whose names are subscribed to the within instrument and acknowledged to me that they executed the same.	
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.	
Seal:	_____ Printed Name:_____ Notary Public for the State of Montana Residing At:_____ My Commission Expires:_____

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

After recording, please return to:
City of Billings
Community Development Division
PO Box 1178
Billings, MT 59103

MONTANA TRUST INDENTURE

THIS TRUST INDENTURE, made this day, _____, between:

Rimrock Foundation, whose mailing address is
1231 North 29th Street, Billings, Montana 59101 as GRANTOR;

BRENT BROOKS, of Billings, Montana,
an attorney licensed to practice law in the State of Montana,
whose mailing address is P.O. Box 1178, Billings, MT 59103, as TRUSTEE; and the

CITY OF BILLINGS, a Municipal Corporation,
organized under the laws of the State of Montana,
whose mailing address is P.O. Box 1178, Billings, MT 59103, as BENEFICIARY.

In consideration of the indebtedness herein recited, GRANTOR hereby irrevocably grants, bargains, sells, conveys, and warrants to TRUSTEE, in trust with power of sale the following described property situated in the City of Billings, Yellowstone County Montana, commonly known as **116 South 30th Street**:

***S03, T01 S, R26 E, BLOCK 192, Lot 005, LTS 5 & 6 BLK 192
BILLINGS ORIGINAL TOWN, according to the official plat thereof on
file and on record in the office of the Clerk and Recorder of said County.***

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, including, but not limited to all water, water rights and ditch rights, whether represented by shares of capital stock in a ditch company or by individual ownership or otherwise, now existing or which may hereafter be acquired by "Grantor," and all screens, storm windows and doors, window shades, inlaid floor coverings, wall-to-wall carpeting, furnaces, radiators, and all heating, air conditioning, lighting, plumbing, gas, electric, refrigerating and incinerating equipment of whatsoever kind and character which are now located or situated in or upon any of the buildings located on the above described premises, or shall hereafter be installed therein or thereon, or in or upon any building or buildings hereafter to be erected on the above described premises or any part thereof, and any substitutions for or any additions to any of said fixtures or equipment; and together with all the improvements now on said lands, and all improvements and building materials that may be placed thereon, and all rents, royalties, profits, other revenue, income and benefits arising from the use or enjoyment of all or any portion of the above described property, or from any contracts pertaining to the use or enjoyment of such property, subject however, to the right, power and authority hereinafter conferred upon BENEFICIARY to collect and apply such rents, royalties, profits, revenue, income and other benefits.

TO SECURE TO BENEFICIARY:

1. Payment of the principal sum **TWO HUNDRED THOUSAND DOLLARS (\$200,000)** with zero interest thereon according to the terms of a promissory note dated this day of _____ (and any extensions and/or renewals or modifications thereof) by GRANTOR payable to the order of BENEFICIARY and is due and payable if all or any part of the property or an interest therein is sold or transferred by GRANTOR except as set out in Sections 5, 11 and 13 herein below.
2. It is understood that the loan made hereunder is subject to the terms and conditions of the BUSINESS CONSORTIUM PROJECT of the City of Billings and the proceeds may only be used to cover the cost of acquisition and rehabilitation necessary to make the dwelling units covered to such standards for safe, decent and sanitary housing as specifically required by the Municipal Code and meeting Housing Quality Standards.
3. Payment of all other sums with interest thereon becoming due or payable under the provisions hereof either to TRUSTEE or BENEFICIARY.

4. Performance of each agreement of GRANTOR herein and in said note contained. GRANTOR covenants that GRANTOR is lawfully seized of the estate hereby conveyed and has the right to grant and convey the property, that the property is encumbered, that it does not exceed thirty (30) acres in area, and that GRANTOR will warrant and defend generally the title to the property against all claims and demands subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring BENEFICIARY'S interest in the property.
5. The principal sum will be fully forgiven following seven (7) years of compliant project implementation (beginning on the date of full lease-up at the initiation of the project). Compliance includes, but is not limited to, requirements for the following: tenant occupancy; employment opportunity; and annual cost-benefit reporting.

TO PROTECT THE SECURITY OF THIS TRUST INDENTURE, GRANTOR AGREES:

1. To perform each and every obligation secured hereby in accordance with its terms; to pay and discharge before delinquency all taxes, assessments, liens or encumbrances now or hereafter affecting any part of the said property; to keep the said property, including all improvements and fixtures now or hereafter located thereon, in good repair and condition, free and clear of all mechanic's and material men's liens, and insured against loss from fire with extended coverage under policies to be delivered to and held by BENEFICIARY, written in form and in companies satisfactory to BENEFICIARY in such amounts as BENEFICIARY may require and with loss payable to BENEFICIARY as BENEFICIARY'S interest may appear; to neither commit nor permit waste; to complete and restore promptly in a good and workmanlike manner any building which may be damaged or destroyed thereon, and to comply with all laws, covenants and restrictions affecting said property; and, if the loan secured or any part thereof is being obtained for the purpose of financing construction of improvements on said property, then GRANTOR further agrees:
 - a. To commence construction promptly and to pursue the same with reasonable diligence to completion in accordance with plans and specifications satisfactory to the BENEFICIARY as outlined in the Final Approved Work List, and
 - b. To allow BENEFICIARY to inspect said property at all times during construction.

TRUSTEE, upon presentation to it of an affidavit signed by BENEFICIARY, setting forth facts showing a default by GRANTOR under this paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon as provided in this instrument and as allowed by law.

2. To pay, at BENEFICIARY'S option, in addition to each payment hereunder, or under the note secured hereby, an amount reasonable estimated by the BENEFICIARY to be sufficient to enable the BENEFICIARY to pay, as they become due, all hazard insurance premiums, taxes, assessments, maintenance, and other charges upon the property subject hereto; and any deficiency because of the insufficiency of such additional payments shall be forthwith deposited by the GRANTOR with BENEFICIARY upon demand by the BENEFICIARY.
3. Except as otherwise expressly provide herein, to pay all costs, fees and expenses of this trust, including costs of search and evidence of title, advertising and recording expense, documentary taxes and TRUSTEE'S attorneys' fees as allowed by law.
4. If GRANTOR defaults in any respect, then BENEFICIARY or TRUSTEE may (but shall not be obligated to) without notice to or demand upon GRANTOR, and without releasing GRANTOR from any obligation hereof, cure such default, and GRANTOR will on demand reimburse BENEFICIARY or TRUSTEE for all amounts thus advanced or expended, together with interest thereon at the rate applicable to the promissory note herein described, and the payment of any such additional advances shall be secured hereby.
5. At the option of BENEFICIARY, to pay to BENEFICIARY monthly and concurrently with payment of principal and interest, a sum equal to one-twelfth (1/12th) of the annual taxes, assessments, insurance premiums, maintenance, and other charges upon the property, as estimated by the BENEFICIARY following non-profit exemption approval, in trust nevertheless for GRANTOR'S use and benefit and for payment by BENEFICIARY of any such items when due. The failure of GRANTOR to make any of such payments shall constitute a default under this Trust Indenture.

IT IS MUTUALLY AGREED, THAT:

6. Without affecting the liability of any person, including GRANTOR, for the payment of any indebtedness secured hereby, or the lien of this trust indenture on the remainder of the property for the full amount of any indebtedness unpaid, BENEFICIARY and TRUSTEE are respectively empowered as follows:

BENEFICIARY may from time to time and without notice:

- a. Release any person liable for the payment of any of the indebtedness.
 - b. Extend the time or otherwise alter the terms of payment of any of the indebtedness.
 - c. Alter, substitute or release any property securing the indebtedness.
7. TRUSTEE may, at any time and from time to time, upon the written request of BENEFICIARY:
- a. Consent to the making of any map or plat of the property.
 - b. Join in granting any easement or creating any restriction thereon.
 - c. Join in any subordination or other agreement affecting this trust indenture or the lien or charge thereof.
 - d. Reconvey, without warranty, all or any part of the property.
8. Upon written request of BENEFICIARY stating that all sums secured hereby have been paid, and upon surrender of this trust indenture to TRUSTEE for cancellation and retention and upon payment by BENEFICIARY of its fees, TRUSTEE shall reconvey to GRANTOR, without warranty, the property then held hereunder. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
9. In case of loss and payment by an insurance company, or in the event of any award of damages now or hereafter made in connection with any condemnation for public use of or injury to said property or any part thereof, the amount of the insurance money or award shall, at the option of BENEFICIARY, be applied on the indebtedness secured hereby. The BENEFICIARY shall have full authority, but shall not be obligated, to make proof of loss and adjust and collect insurance, and any insurer is hereby authorized and directed to make payment for such loss directly to the BENEFICIARY.
10. Time is of the essence hereof. Upon default by GRANTOR in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the BENEFICIARY. In the event of such default, BENEFICIARY may execute or cause TRUSTEE to execute a written notice of sale of such property to satisfy the obligation hereof, and TRUSTEE or BENEFICIARY shall file such notice for record, in each county wherein said property or some part thereof is situated. BENEFICIARY shall also deposit with TRUSTEE, the note and all documents evidencing expenditures secured hereby.
11. Foreclosure by advertisement and sale shall be accomplished in accordance with the Montana Small Tract Financing Act. The person conducting the sale may, for any cause he deems expedient, postpone the sale for a period not exceeding fifteen (15) days by public proclamation by such person at the time and place fixed in the notice of sale, and no other notice of the postponed sale need be given. TRUSTEE shall execute and deliver to the purchaser its deed conveying said property so sold, but without any covenant of warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including BENEFICIARY (but excluding Trustee may bid at this sale. After deducting all costs and expenses of exercising the power of sale and of the sale including cost of search and evidence of title, advertising and recording expense, documentary taxes and TRUSTEE and BENEFICIARY, or either of them, with accrued interest thereon at the rate of nine percent (9%) per annum from the date of expenditure thereof, and the surplus, if any, of the person or persons legally entitled thereto; provided the TRUSTEE in his discretion, may deposit such surplus with the County Clerk and Recorder of the county in which the sale took place. GRANTOR agrees to surrender possession of the trust property to the purchaser at the aforesaid sale on the tenth (10th) day following said sale, in the event such possession has not previously been delivered by GRANTOR. Net proceeds following the foreclosure sale, less legal costs, must be returned to the BENEFICIARY.
12. Upon the occurrence of any default hereunder, BENEFICIARY shall have the option to declare all sums secured hereby immediately due and payable and foreclose this trust indenture in the amount provided by law for the foreclosure of mortgages on real property and BENEFICIARY shall be entitled to recover in such proceedings all costs and expenses incident thereto, including reasonable attorney's fees in such amount as shall be fixed by the court.
13. If all or any part of the property or an interest therein is sold or transferred by GRANTOR without BENEFICIARY'S prior written consent, excluding (a) the creating of a lien or encumbrance subordinate to this trust indenture, (b) the creation of a purchase money security for household appliance, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest not containing an option to purchase, BENEFICIARY may, at its option, declare all the sums secured by this trust indenture to be immediately due and payable and failure of GRANTOR to pay the full unpaid principal balance and accrued interest thereon within thirty (30) days after written demand shall constitute a default hereof.

PROMISSORY NOTE

\$200,000 PRINCIPAL
Billings, Montana

FOR VALUE RECEIVED, **Rimrock Foundation**, hereinafter referred to as the “Borrower”, promises to pay to the City of Billings, hereinafter referred to as the “Lender”, a principal sum equal to the amounts the Borrower receives from Lender pursuant to (i) that certain Deed Restriction Agreement and (ii) that certain Trust Indenture, both of even date herewith, and both by and between Borrower and Lender; in no event, however, shall such amount exceed **\$200,000**.

RATES AND TERMS: The Promissory Note does not accrue interest or have monthly repayments but is due and payable under the following upon the occurrence of either:

1. Borrower’s failure to use the “Property” (defined below) in accordance with both (i) that certain Development Agreement by and between Borrower and Lender, and (ii) the Deed Restriction Agreement; or
2. The sale or transfer of the Property.

This Promissory Note is secured by the Trust Indenture, which relates to the following real property located in the jurisdictional boundaries of the City of Billings, and more particularly described as follows (the “Property”):

***S03, T01 S, R26 E, BLOCK 192, Lot 005, LTS 5 & 6 BLK 192 BILLINGS
ORIGINAL TOWN, according to the official plat thereof on file and on record
in the office of the Clerk and Recorder of said County.***

The Borrower shall transfer or assign the Property herein described only with the written consent of Lender. Such consent shall not be unreasonably withheld provided Lender’s security interest herein is adequately protected. Lender may, at its option, declare immediately due and payable all sums secured by the Trust Indenture upon the sale or transfer of all or any part of the Property without the Borrower’s prior knowledge and written consent.

During the term of this Promissory Note, the Borrower shall keep the Property free from all liens or encumbrances of any kind, except the Trust Indenture, the Deed Restriction Agreement, the Development Agreement, and those liens or encumbrances expressly consented to in writing by the Lender. Any such liens or encumbrances shall constitute a default herein and Borrower agrees to indemnify and hold the Lender harmless from any liability for such liens and encumbrances.

The Borrower covenants and agrees that it will commit no waste that will lessen the value of the Property nor shall it cause any damage thereto which shall reduce the value of the Property as security for the repayment of the principal amount of this Promissory Note.

During the term of this Promissory Note and until full repayment hereof, the Borrower shall secure and maintain, if insurable, the insurance for comprehensive and fire loss coverage covering full replacement cost of the Property covering both Borrower and Lender. Property taxes, first mortgage and all other financial obligations shall be paid before delinquency.

If default be made in any of the covenants of the Deed Restriction Agreement or the Trust Indenture securing this Promissory Note, and Lender does not elect to pursue its remedies under this Promissory Note, the Deed Restriction Agreement or the Trust Indenture, then such failure to pursue such remedies shall not constitute a waiver of the right to exercise the same in the event of any subsequent default or at any other time. The Borrower agrees to pay a reasonable attorney’s fee, in addition to other costs, in case of the collection of this Promissory Note by an attorney, either with or without suit.

The Borrower shall at all times comply with the use, occupancy and resale restrictions affecting the Property described in the Deed Restriction Agreement and the Trust Indenture. If the Borrower fails or refuses to comply with such use, occupancy and resale restrictions, the Lender may, at its option and with notice as provided in such the Deed Restriction Agreement and the Trust Indenture, declare the entire unpaid principal balance of this Promissory Note immediately due and payable and may invoke any remedies provided in such Deed Restriction Agreement, the Trust Indenture or applicable law in the event of default.

The indebtedness evidenced by this Promissory Note is secured by the Deed Restriction Agreement and the Trust Indenture, and reference is made to those agreements for rights as to acceleration of the indebtedness evidenced by this Promissory Note.

Rimrock Foundation

By: _____
Greg Aldrich, Board President

Date: _____