# CITY OF BILLINGS

## CITY OF BILLINGS VISION STATEMENT:

## "THE MAGIC CITY – A VIBRANT, WELCOMING PLACE WHERE PEOPLE FLOURISH AND BUSINESS THRIVES."

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## AGENDA

**COUNCIL CHAMBERS** **March 28, 2011** **6:30 P.M.**

**CALL TO ORDER – Mayor Hanel**

**PLEDGE OF ALLEGIANCE – Mayor Hanel**

**INVOCATION – Councilmember Clark**

**ROLL CALL**

**MINUTES: March 14, 2011**

**COURTESIES**

**PROCLAMATIONS**

**ADMINISTRATOR REPORTS - TINA VOLEK**

**PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Item #1 and #5B ONLY. Speaker sign-in required.** (Comments offered here are limited to one (1) minute per speaker. 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.)

**Legislative Review Conference Call with Lobbyist Ed Bartlett**

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

**A.** Bid Awards:

1. **2011 Aerial Truck for Street/Traffic Division.** (Opened 3/22/11) Recommend delay of award until 4/11/11.

**B.** **Professional Services Contract** for Work Order 11-08, Water Treatment Facility 2011 Transfer Pump Replacement; HDR Engineering; $71,900.

**C.** **Certified Local Government Program Contract** with the State of Montana Historic Preservation Office activities; $5,500. Local matches: City of Billings Planning Division - $1,031; Yellowstone County - $1,000; City of Laurel - $469.

**D.** **Contract** with AECOM Technical Services (ATS) of Seattle, WA for development of a Master Plan for the South Billings Boulevard Urban Renewal District; $275,000.

**E.** **CTEP Project Specific Agreement Modification** for the Jackson Street Sidewalk II Project.

**F.** **CTEP Project Specific Agreement** for the North Broadway Sidewalk - Northern Hotel Project; available funding - $207,397.

**G.** **CTEP Project Specific Agreement** for the 25th Street Pedestrian Bridge Project; available funding - $830,00.

**H.** **Approval of Application Submittal** for Summer Associates Program through existing AmeriCorp*VISTA Project.

**I.** **Approval** of South Billings Urban Renewal Assocation request to allocate $15,000 from the South Billings Boulevard Tax Increment Finance account to cover existing and anticipated administrative expenses.

**J.** **Approval of Semi Annual Investment Report.**

**K.** **Approval of Quarterly Report for Pledged Collateral** for First Interstate Bank Certificates of Deposit, US Bank Certificates of Deposit, and US Bank Repurchase Account.

**L.** **Acknowledge receipt of petition to vacate** portions of street right-of-way in Grand Peaks Subdivision; J & S Development Company, owner; and set a public hearing date for April 25, 2011.

**M.** **Acceptance** of an additional $9,140 for the U. S. Department of Homeland Security Grant for City of Billings Bomb Squad training and equipment; bringing total grant amount to $48,000. (original grant approval on 1/10/11 for $38,860)

**N.** **Resolution** approving Billings Baseball Preservation Society proposed concept for a baseball museum at Dehler Park.

**O.** **Resolution of Intent to Create** SID 1392 and Park Maintenance District 4040 - Improvements to Yellowstone Family Park, and set a public hearing date for April 25, 2011.

**P.** **Final Plat Approval** - Grand Peaks Subdivision, 2nd Filing

**Q.** **Bills and Payroll:**

1. **February 25, 2011**

2. **March 4, 2011**

**REGULAR AGENDA:**

2. **PUBLIC HEARING AND RESOLUTION** vacating portions of Shaw Circle in Twin Oaks Subdivision, 2nd Filing. Twin Oaks Corporation, owner. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

3. **PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE #873:** A zone change request from Planned Development – Neighborhood Commercial with Restrictions to Planned Development – Neighborhood Commercial without the restrictions on a 25,600 square foot parcel of land described as Lot 4, Block 2, Rocky Village Subdivision located at 1648 Poly Drive. Rocky Mountain College, owner; Thomas Smith of Moulton Bellingham, representative. Zoning Commission recommends approval of the zone change and adoption of the determinations of the 12 criteria. (Action: approval or disapproval of Zoning Commission recommendation.)

4. **PUBLIC HEARING AND SPECIAL REVIEW #888:** A special review for an all-beverage license with gaming in a Highway Commercial zone on a 17,808 square-foot parcel of land described as Lot 1, Cipech Subdivision, and Tracts C, D, & U of Certificate of Survey 59, generally located at 1214 Main Street (former Diamond Jubilee Casino). Bernard Harrington (OFLS, LLC), owner; Bob Pulley, Elite Realty-agent. Zoning Commission recommends conditional approval. (Action: approval or disapproval of Zoning Commission recommendation.)

5. **PUBLIC HEARING AND RESOLUTION** approving the FY2012-2016 Capital Improvement Plan (CIP); Equipment Replacement Plan (ERP); and Technology Replacement Plan (TRP). Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

6. **Rocky Mountain College Energy Performance Project Revenue Bonds**

   A. **PUBLIC HEARING AND RESOLUTION** granting approval of revenue bonds for the Rocky Mountain College Energy Performance Project. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

   B. **RESOLUTION** authorizing the issuance and sale of a $2,610,868 Higher Education Revenue Note, Series 2011, for the Rocky Mountain College Energy Performance Project, approving the form and authorizing the execution and delivery of the note and documentation. 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; comments limited to three (3) minutes per speaker. 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 Item #: 1. A. 1.**

**Regular City Council Meeting**

**Date: 03/28/2011**

**TITLE:** 2011 Aerial Truck - delay bid

**PRESENTED BY:** David Mumford

**Department:** Public Works

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**Information**

## PROBLEM/ISSUE STATEMENT

Bids were received by the Street/Traffic Division of the Public Works Department on March 22, 2011, to purchase an Aerial Truck. This purchase was approved by the City Council in the FY11 budget for replacement of an existing Aerial Truck as part of the Equipment Replacement Plan (ERP). The new truck will have a 5 year warranty that will be included with the bid price. Staff is asking that the City Council delay the bid award so that it has adequate time to review the bids.

## ALTERNATIVES ANALYZED

Staff is not prepared to make a recommendation on March 28, so there are no viable alternatives. At the April 11 meeting, the City Council may accept the recommended bid or may reject all bids.

## FINANCIAL IMPACT

The Street/Traffic Division budgeted $107,200 for this purchase.

## RECOMMENDATION

Staff recommends delaying the bid award for a new Aerial Truck until the April 11 Council meeting.

## APPROVED BY CITY ADMINISTRATOR

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**Consent Item #: 1. B.**

**Regular City Council Meeting**

**Date: 03/28/2011**

**TITLE:** Contract for Professional Services for W.O. 11-08 Water Treatment Facility 2011 Transfer Pump Replacement

**PRESENTED BY:** David Mumford

**Department:** Public Works

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## Information

### PROBLEM/ISSUE STATEMENT

Staff is requesting that the City Council consider authorizing and executing a Contract for Professional Services with HDR Engineering to provide engineering and construction administration services for W.O. 11-08 Water Treatment Facility 2011 Transfer Pump Replacement. The purpose of this project is to replace an existing transfer pump with a new one that will have greater pumping capacity than the existing pump and be able to better match lower demand. HDR Engineering was selected for this work from Statements of Qualifications submitted for this type of project.

### ALTERNATIVES ANALYZED

The Council May:

- Approve the Professional Services Contract with HDR Engineering; or
- Do not approve the Professional Services Contract with HDR Engineering.

### FINANCIAL IMPACT

Funding for the design and construction of this project has been approved in the CIP projects (FY' 11 Water Funds $1,200,000.00). The contract with HDR Engineering is in the amount of $71,900.

### RECOMMENDATION

Staff recommends that Council authorize the Mayor to sign a contract for professional services with HDR Engineering for W.O. 11-08 Water Treatment Facility 2011 Transfer Pump Replacement in the amount not to exceed $71,900.00.

### APPROVED BY CITY ADMINISTRATOR

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## Attachments

W.O. 11-08 Contract for Professional Serives

# Contract for Professional Architectural and Engineering Services

# W.O. 11-08 WTF HSPS 2011 Transfer Pump Replacement

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

Part I, consisting of 15 Sections of Special Provisions;

Part II, consisting of 11 Sections of General Provisions;

Appendix A consisting of _4_ pages (Basic Services of Consultant);

Appendix B consisting of _1_ pages (Methods and Times of Payment);

Appendix C consisting of _1_ pages (Additional Services of Consultant);

Appendix D consisting of _1_ pages (Schedule of Professional Fees);

Appendix E consisting of _1_ pages (Project Schedule);

Appendix F consisting of _2_ pages (Certificate(s) of Insurance); and

## PART I
## SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

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

Section 2. Scope of Services.

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

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

Section 3. Time for Performance.

A. This Contract becomes effective when signed on behalf of Billings.
B. The Consultant shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
C. This Contract shall terminate at midnight on December 31, 2012.

Section 4. Compensation; Method of Payment.

A. Subject to the Contractor's satisfactory performance, Billings shall pay the Contractor no more than Seventy One Thousand Nine Hundred and no/100 dollars ($71,900.00) in accordance with this Section and Appendix B.
B. Each month, or at the conclusion of each phase of the Work for which payment is due, as negotiated on a per-task basis, the Consultant shall present a bill to the Administrator describing the Work for which it seeks payment and documenting expenses and fees to the satisfaction of the Administrator. If any payment is withheld because the Consultant's performance is unsatisfactory, the Administrator must, within ten (10) days of the payment denial, notify the Consultant of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why. Billings will pay Contractor for all services provided not under dispute in the invoice. Billings will pay Consultant within 30 days of receiving an acceptable invoice.

Section 5. Termination of the Consultant's Services.

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

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

Section 6. Duties Upon Termination

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

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

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

Section 7. Insurance.

A. The Consultant shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Consultant shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.
B. The Consultant shall provide the following insurance:

1. Workers' compensation and employer's liability coverage as required by Montana law.
2. Commercial general liability, including contractual and personal injury coverage's -- $1,500,000 per occurrence.
3. Commercial automobile liability -- $500,000 per accident.
4. Professional liability in the amount of $1,500,000 per claim.

C. Each policy of insurance required by this Section shall provide for no less than 30 days' advance notice to Billings prior to cancellation.

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

Section 8. Assignments.

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

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

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

Section 10. Notices.

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

Billings: Travis Harris, P.E.
City of Billings
Public Works Department
2224 Montana Avenue
Billings, Montana 59101
e-mail: harrist@ci.billings.mt.us
FAX: (406) 237-6291

Consultant: Craig Habben, P.E.
HDR Engineering
2913 Millennium Circle
Billings, Montana 59102
e-mail: craig.habben@hdrinc.com
FAX: (605) 977-7747

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

A. Any failure to perform by either party due to force majeure shall not be deemed a violation or breach hereof.
B. As used in this Contract, force majeure is an act or event of substantial magnitude, beyond the control of the delayed party, which delays the completion of this Contract, including without limitation:

1. Any interruption, suspension or interference resulting solely from the act of Billings or neglect of Billings not otherwise governed by the terms of this Contract.
2. Strikes or Work stoppages.
3. Any interruption, suspension or interference with the project caused by acts of God, or acts of a public enemy, wars, blockades, insurrections, riots, arrests or restraints of governments and people, civil disturbances or similar occurrences.
4. Order of court, administrative agencies or governmental officers other than Billings.

Section 13. Financial Management System.

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

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

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

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

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

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

## PART II
## GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

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

Section 3. Permits, Laws, and Taxes.

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

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

Consultant: Department Manager
(title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

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

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

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

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

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

City of Billings

_____
City Council or Designee

Date:_____

ATTEST:

_____
City Clerk

Date:_____

HDR Engineering, Inc.

_____

Name: Amanda B. McInnis
Title: Department Manager
Date:_____

IRS Tax ID # 47-0680568

APPROVED AS TO FORM:

By_____
BRENT BROOKS, City Attorney

STATE OF MONTANA )
:ss.
COUNTY OF MISSOULA )

On this _____ day of _____, 2011, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the _____ of _____, and acknowledged to me that they executed the foregoing instrument on behalf of said corporation having first been authorized to do so.

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

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

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

# Appendix A

## Basic Services of Engineer

Section 1. Engineer's Rights and Duties.

A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the Engineer's portion of the project as defined in the scope of work and to prepare and deliver to Billings all plans, specifications, bid documents, and other material as designated herein.

B. Ascertain such information as may have a bearing on the work from local units of government, utility companies, and private organizations and shall be authorized to procure information from other authorities besides Billings, but shall keep Billings advised as to the extent of these contacts and the results thereof.

C. Prepare and present such information as may be pertinent and necessary in order for Billings to pass critical judgment on the features of the work. The Engineer shall make changes, amendments or revisions in the detail of the work as may be required by Billings. When alternates are being considered, Billings shall have the right of selection.

D. Engineer's work shall be in accordance with the standards of sound engineering and present City, State, and National standards and policies currently in use.

E. Conform to the requirements of the Montana Code Annotated Title 18 "Public Contracts" and more particularly Sections 18-2-121 and 18-2-122, and all other codes of the State of Montana applicable to providing professional services including codes and standards nationally recognized.

F. The Engineer shall certify with the submission of final plans that the plans are in conformance with applicable sections of Title 69, Chapter 4, Part 5, of the Montana Code Annotated as pertaining to existing utilities.

G. To perform professional services in connection with the project and will serve as Billings' representative in those phases of the project to which this agreement applies.

H. Where Federal funds are involved, the necessary provisions to meet all requirements will be complied with and documents secured and placed in the bidding documents.

I. Submit an estimated progress schedule as to time and costs at the beginning of the work, and monthly progress reports thereafter until complete. The reports will include any problems, potential problems, and delays as foreseen by the Engineer. Reports will be submitted in a timely manner to permit prompt resolution of problems.

J. Contract administration duties will include review of contractor certified payrolls for wage rate compliance. Discrepancies in certified payrolls will be resolved with the

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

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

Section 2. Billings Rights and Duties.

A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete Billings' portion of the project as designated in the scope of work.

B. Name a Task Director who shall be the liaison between the Engineer and Billings. For this project, the Task Director designated is Travis Harris, PE, working under the City Engineer, Debi Meling, P.E.

Section 3. Scope of Work.

The project consists of engineering services for the design, bidding and construction phases for the City of Billings Water Treatment Facility (WTF) High Service Pump Station (HSPS) Transfer Pump Replacement. The purpose of the project is to replace an existing transfer pump or add an additional 6$^{th}$ transfer pump. The pump capacity will be greater than the capacity of the existing transfer pumps to better match lower demand flows. The pump will include a new motor and variable frequency drive (VFD) that will be medium voltage. The existing pump ancillary facilities will be modified as necessary to accommodate the new pump equipment. The equipment required on the project will be part of the general contractor's responsibility and will not be pre-purchased by the City.

The scope of work is summarized below.

- Replacement of one of the existing transfer pumps (T2, T3 or T4) or addition of a sixth transfer pump at the HSPS. The new pump will be driven by a variable frequency drive (VFD).

- Design of a larger capacity new pump compared to the existing pumps in order to match lower demands with one pump. Preliminary design capacity will be 12.5-25 mgd.

- Discharge valves similar to the existing transfer pumps including new piping as appropriate. Piping will be sized for the larger design capacity of the new pump.

- Power supply for the new VFD/motor/pump combination, preliminarily planned to be 4160 volt served from the 5KV switchgear. A 480 volt supply, via the 5 KV switchgear and a transformer, will be evaluated for cost effectiveness.

- Modification of existing concrete pump pad and new pad for the VFD to accommodate new equipment installation.

- Modification of existing WTP SCADA system to connect to new equipment.

## DETAIL SCOPE OF SERVICES

The scope of services that will be utilized on the new transfer pump project is presented in the summaries for Tasks 100 through 400. The scope of services is organized as follows:

| Task Series | Description |
|---|---|
| 100 | Project Initiation, Coordination, Deliverables and Management |
| 200 | Final Design Phase |
| 300 | Bid Phase |
| 400 | Construction Phase |

### TASK SERIES 100

**101 – Project Initiation**
The purpose of this task will be to establish lines of communication between the City and HDR staff. Key project goals and objectives will be established. The project will also be kicked-off internally.

**102 – Project Management**
Coordinate design team, monitor project status and prepare financial documents.

### TASK SERIES 200 – FINAL DESIGN

The basis of the design will be determined. Drawings/specifications for review and final drawings/specifications will be prepared. Specific tasks will include the following:

**201 – Prepare Final Drawings**
The system requirements for the project will be developed. These requirements will establish the basis of design and construction constraints for developing the transfer pump project. From the basis of design, drawings will be developed for all disciplines for 95% review.

**202 – Prepare Detailed Specifications**
Detailed specifications for all components of construction, equipment, and facility improvements will be prepared. The detailed specifications will establish general acceptable standards for equipment and materials.

**203 – Perform In-House Review and City Review**
Senior technical personnel not directly involved with the project will review the final drawings and specifications and the cost estimate for completeness, accuracy, and constructability.

**204 – Resolve City Comments and Review Comments**
Comments received from internal and City review will be addressed and incorporated in the final drawings, specifications.

**205 – Construction Cost Estimate**
The estimated capital costs for the project will be developed in this task series. The estimate will include an initial preliminary estimate with the final estimate prepared prior to bidding.

**206 – MDEQ Coordination**

MDEQ will be coordinated with to determine if their approval is required for the new transfer pump. If one is required, final drawings and specifications will be submitted for review. Any comments will be addressed by addendum or change order. The City will pay for any review and permit fees directly.

## TASK SERIES 300 – BID PHASE

### 301 – Bidding Administrative Assistance

Prepare bid documents and distribute to prospective bidders and plan rooms. Answer bidder questions and prepare addendum as needed. Conduct pre-bid meeting. Attend Bid.

### 302 – Post-Bid Administrative Assistance

Receive, evaluate and tabulate bids. Assess completeness of bids. Make recommendations to the City on award of contract.

## TASK SERIES 400 – CONSTRUCTION PHASE

Construction Phase scope of work is based on 12 week construction period, after which time only minor punch list items would need to be completed.

### 401 – Construction Initiation Services

The Consultant shall prepare construction contracts, conduct a preconstruction conference and prepare minutes summarizing the conference. The Consultant will provide the owner with three sets and the contractor with three sets of "Issue for Construction" plans and specifications including a pdf version.

### 402 – Office Assistance and Administration

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

### 403 – Field Services

The Consultant will provide part-time on-site construction observation services. A resident project representative will provide up to 112 hours of construction observations and related tasks. The resident project representative will monitor the project for compliance with contract documents.

### 404 – Construction Wrap-Up and Acceptance

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

### 405 – Post-Construction Warranty Services

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

# Appendix B

## Methods and Times of Payment

Section 1. Payments for Basic Services.

Billings shall authorize payment to the Engineer for services performed under Appendix A of this Agreement. Partial payment shall be made to the Engineer upon receipt of the Engineer's pay estimate, said estimate being proportioned to the work completed by the Engineer. Billings shall deduct ten percent (10%) from each monthly pay estimate to be held until the completion of the final scope of work. The final payment shall be made only after acceptance of final documents by Billings, and determination that the scope of work has been satisfactorily completed.

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

| | | |
|---|---|---|
| 1. | Project Initiation, Coordination, Deliverables and Management | $ 2,800.00 |
| 2. | Preliminary Design and Final Design | $ 29,800.00 |
| 3. | Bidding | $ 3,400.00 |
| 4. | Construction | $ 35,900.00 |

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

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

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

Section 3. Corrections.

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

Section 4. Fee Increases

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

# Appendix C

## Additional Services of Engineer

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

A. Field and laboratory testing of materials and reports.

B. Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study.

# Appendix D

## Schedule of Professional Fees

Not Used

# Appendix E

## Project Schedule

Based on a notice to proceed by Billings date no later than April 1, 2011, the completion date for the Engineer's work through final design shall be:

A. Submittals and Meetings

   1. 95% Design – June 17, 2011

   2. Bid Documents/Advertisement – July 14, 2011

B. Bidding

   1. Pre-Bid Meeting – July 26, 2011

   2. Bid Date – August 9, 2011

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

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

# Appendix F

## Certificate(s) of Insurance

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Certificate of Insurance Attached

# CERTIFICATE OF LIABILITY INSURANCE 6/1/2011

DATE (MM/DD/YYYY) 5/25/2010

| PRODUCER | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
|---|---|---|
| Lockton Companies, LLC-1 Kansas City<br>444 W. 47th Street, Suite 900<br>Kansas City MO 64112-1906<br>(816) 960-9000 | **INSURERS AFFORDING COVERAGE** | **NAIC #** |
| **INSURED** 13147<br>HDR ENGINEERING, INC.<br>ATTN: LOUIS J. PACHMAN<br>8404 INDIAN HILLS DRIVE<br>OMAHA, NE 68114-4049<br>BELLEVUE/CYNTHIA RAMOLD | INSURER A: Hartford Fire Insurance Company | 19682 |
| | INSURER B: St. Paul Fire and Marine Insurance Co | 24767 |
| | INSURER C: New Hampshire Insurance Company | 23841 |
| | INSURER D: Insurance Company of the State of PA | 19429 |
| | INSURER E: Zurich American Insurance Company | 16535 |

**COVERAGES** HDRIN01 SA

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

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

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| A | | **GENERAL LIABILITY**<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS MADE [X] OCCUR<br>[X] CONTRACTUAL LIAB<br>[ ]<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [X] LOC | 37CSEQU0950 | 6/1/2010 | 6/1/2011 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A<br>A | | **AUTOMOBILE LIABILITY**<br>[X] ANY AUTO<br>[ ] ALL OWNED AUTOS<br>[ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS<br>[X] NON-OWNED AUTOS<br>[ ]<br>[ ] | 37CSEQU0951 (AOS)<br>37CSEQU0952 (HI) | 6/1/2010<br>6/1/2010 | 6/1/2011<br>6/1/2011 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 2,000,000<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX |
| | | **GARAGE LIABILITY**<br>[ ] ANY AUTO | NOT APPLICABLE | | | AUTO ONLY - EA ACCIDENT<br>OTHER THAN AUTO ONLY: EA ACC<br>AGG | $ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX |
| B | | **EXCESS / UMBRELLA LIABILITY**<br>[X] OCCUR [ ] CLAIMS MADE<br>[ ] DEDUCTIBLE [X] UMBRELLA FORM<br>[ ] RETENTION $ | QK08000912<br>(EXCLUDES PROF. LIAB) | 6/1/2010 | 6/1/2011 | EACH OCCURRENCE<br>AGGREGATE<br><br><br> | $ 2,000,000<br>$ 2,000,000<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX |
| C<br>D | | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N]<br>**(Mandatory in NH)**<br>If yes, describe under SPECIAL PROVISIONS below | 3621195 (AOS)<br>3621196 (CA) | 6/1/2010<br>6/1/2010 | 7/1/2011<br>7/1/2011 | [X] WC STATU-TORY LIMITS [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| E | | **OTHER**<br>ARCHS & ENGS PROFESSIONAL LIABILITY | EOC9260026-03 | 6/1/2010 | 6/1/2011 | PER CLAIM: $2,000,000. AGG: $2,000,000. | |

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

RE: CLIENT #000194: ALL PROJECTS. CITY OF BILLINGS, ITS OFFICIALS, OFFICERS, EMPLOYEES & AGENTS ARE NAMED AS ADDITIONAL INSUREDS AS RESPECTS GENERAL & AUTOMOBILE LIABILITY, AS PER WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES.

**CERTIFICATE HOLDER**

2824447

CITY OF BILLINGS
PUBLIC WORKS DEPARTMENT
ATTN: DAVE MUMFORD
2224 MONTANA AVE
2ND FLOOR
BILLINGS MT 59101

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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For questions regarding this certificate, contact the number listed in the 'Producer' section above and specify the client code 'HDRIN01'.

**Consent Item #: 1. C.**

**Regular City Council Meeting**

**Date: 03/28/2011**

**TITLE:** Certified Local Government Program Contract - Historic Preservation

**PRESENTED BY:** Candi Beaudry

**Department:** Planning & Community Services

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**Information**

## PROBLEM/ISSUE STATEMENT

The State of Montana Historic Preservation Office has designated the City of Billings as a Certified Local Government (CLG) for historic preservation activities. As a CLG, the City is eligible to receive state funding to coordinate historic preservation efforts in our area. The City has participated in the CLG program for many years. In February of 2011, the City of Billings applied for these funds for the next grant cycle through the CLG Program. On March 2, 2011, the City received approval for this grant cycle of April 1, 2011, through March 31, 2012, and 2 original contracts for the Authorized Representative (Mayor) to sign. The Council must take action to authorize the Mayor to sign the grant documents for the next grant cycle.

## ALTERNATIVES ANALYZED

The City Council may:

- Agree to participate in State CLG program and accept CLG grant funding to coordinate historic preservation activities.
- Decline to participate in State CLG program and accept CLG grant funding to coordinate historic preservation activities.

## FINANCIAL IMPACT

City Council approval would provide $5,500 in State of Montana Certified Local Government funding. Local match for the CLG includes $1,031 from the City of Billings Planning Division, $1,000 from Yellowstone County and $469 from the City of Laurel for a total program of $8,000. The Planning Division will also continue to provide in-kind match through staff support of approximately 20 hours a week to administer the Yellowstone Historic Preservation Board (YHPB) activities and the CLG Grant Administration. The funding package will be used to contract with the Western Heritage Center for consulting services that assist with completion of projects identified in the YHPB Work Plan.

The budget proposed with local funds and in-kind match is sufficient to meet the requirements of the CLG Grant and has been approved by the State Historic Preservation Office.

## RECOMMENDATION

Staff recommends that the City Council authorize the Mayor to sign the Certified Local Government Grant Contracts for a $5,500 Certified Local Government grant from the Montana State Historic Preservation Office.

## APPROVED BY CITY ADMINISTRATOR

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**Attachments**

A. Certified Local Government Agreement

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Agreement Number: **MT-11-012**

STATE OF MONTANA AGREEMENT

This agreement (Agreement) is hereby made between **City of Billings**, PO Box 1178, Billings, MT 59103 (The "Subgrantee") and the Montana State Historic Preservation Office, Montana Historical Society, 1410 8th Ave, PO Box 201202 Helena, Montana 59620-1202 (The "Grantee"). The two parties, in consideration of mutual covenants and stipulations described below, agree as follows:

SECTION I: SERVICES

The Subgrantee shall:

1. Maintain an active Historic Preservation Commission (HPC) that will advocate for preservation, assist the HPO to accomplish preservation goals and fill vacancies on the HPC promptly.

2. Participate in and carry out the responsibilities for Certified Local Government program status as outlined in "The Montana Certified Local Government Manual."

3. Insure historic preservation concerns are considered at all levels of local government planning and are incorporated as goals of other local, state, and federal projects.

4. Administer local preservation ordinances.

5. Have on staff a minimum half-time designated Historic Preservation Officer (HPO) who demonstrably plays an active and consistent role in the conduct of the subgrantee's historic preservation activities. On behalf of the Subgrantee it is the role of HPO to conduct these activities and/or work with the HPC to:

    a. Regularly report on HPC activities at local government Commission meetings and be available for comment to these groups and other local government offices;
    b. Monitor Preservation Covenants and Agreements and provide historic preservation information and assistance to property owners;
    c. Provide technical assistance, direction, literature on historic preservation tax credits, National Register, Federal regulations and Secretary of Interior Standards;
    d. Inspect and evaluate historic properties for potential and feasible reuse and rehabilitation;
    e. Coordinate, promote and participate in events such as National Historic Preservation Week and/or other preservation related activities;
    f. Cooperate and communicate with the Grantee and fellow HPO/HPCs in Montana and elsewhere as appropriate; and
    g. Submit semi-annual progress reports, meeting minutes and financial reports per deadlines outlined in this agreement. In the Final Progress Report, the HPO will identify benefits the local government has derived as a result of the employment of a HPO, the needs of the local government for future professional preservation efforts, and any additional functions of the HPO carried out which further the understanding and implementation of historic preservation values and objectives in the local government.

6. Send at least one (1) person from the Certified Local Government to a State Historic Preservation Office (SHPO) - approved training. The attendee shall attend the entire training and report back to their Preservation Commission.

All work completed under this funding agreement must meet the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation as interpreted by the Grantee. Final products or services that do not fulfill the requirements of this Agreement, and do not comply with the appropriate Secretary of the Interior's Standards, will not be reimbursed, and any advance payments made in connection with such products or services must be repaid to the Grantee.

SECTION II: EFFECTIVE DATE, DURATION, AND REMUNERATION

The Agreement shall take effect as of April 1, 2011 and shall terminate March 31, 2012 unless a new termination date is set or the agreement is terminated pursuant to SECTION IV. Total payments by the "Grantee" for all purposes under this contract shall not exceed $5,500. Payment shall be made on a reimbursement basis by request of Subgrantee to the SHPO.

SECTION III: CONSIDERATION AND PROCESS FOR PAYMENT

In consideration of Services rendered in this Agreement, the Grantee agrees to pay the Subgrantee as follows:

1. The Subgrantee agrees to submit Progress Reports, meeting minutes and Requests for Reimbursement semi-annually. Reports will be accompanied by the following documentation:

   a. The Subgrantee's name, address and agreement number **MT-11-12**;
   b. Report discussing work completed during the six month period. Include meeting agendas and minutes;
   c. An itemized listing of cash or in-kind donations that comprise the non-federal match;
   d. An itemized listing of project expenses that are charged to the federal grant;
   e. The net request for payment; and
   f. Products produced during the reporting period.

2. All Requests for Reimbursement must be approved by the Grantee prior to payment. Payment for work completed under this Agreement may be withheld pending the delivery and acceptance of such items. All Subgrantees must retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of 3 years or until an acceptable audit (accessible by auditors) has been performed and all claims and audit findings involving the records have been resolved. The 3-year retention period starts from the date of the submission of the final report. A final Request for Reimbursement must be submitted within thirty (30) days of the termination of this Agreement if they are to qualify for payment.

3. All Requests for Reimbursement will be reviewed for eligibility and allowability under Chapters 12, 13 and 14 of the National Park Service's Historic Preservation Fund Manual and the State CLG Manual. The Subgrantee may request a copy of the CLG Manual from the SHPO and the Historic Preservation Fund Manual is available for inspection at the SHPO.

4. The Grantee may retain final payment of federal grant funds until such time as the approved project work has been successfully completed and all conditions of this Agreement have been met.

SECTION IV: TERMINATION

1. The Subgrantee understands and agrees the Grantee, as a state agency, is dependent upon federal and state appropriations for its funding and actions by Congress or the Montana Legislature may preclude funding this Agreement completely through the termination date stated in Section II. Should such a contingency occur, the parties agree the Grantee may set a new termination date or terminate the contract immediately,

depending upon the funding remaining available for the Agreement, and the Subgrantee will be compensated for services rendered and expenses incurred to 5:00 p.m. of the revised termination date.

2. In the event of termination, all property (except real estate) and finished or unfinished documents, data, studies, and reports purchased or prepared by the Subgrantee under this Agreement shall, at the option of the Montana Historical Society (MHS), become the property of the MHS, and the Subgrantee shall be entitled to compensation for any un-reimbursed expenses necessarily incurred in satisfactory performance of this Agreement. Notwithstanding the above, the Subgrantee will not be relieved of liability to the Grantee for damage sustained by the Grantee by virtue of any breach of the Agreement by the Subgrantee, and the Grantee may withhold any reimbursement to the Subgrantee for the purpose of off-set until such time as the exact amount of damages due the Grantee from the Subgrantee is agreed upon or otherwise determined.

3. Except for the provisions of SECTION IV, paragraph 1, and SECTION XII, either party may terminate this Agreement without cause thirty (30) days after delivery of written notice in hand to the other party.

4. The MHS may terminate this Agreement for failure of the Subgrantee to perform any of the services, duties, or conditions in accordance with the time schedule contained in this Agreement. The Grantee will provide the Subgrantee with written notification of the reasons for the Subgrantee's performance failure and allow the Subgrantee a period of not less than ten (10) days nor more that thirty (30) days after receipt of said notification to rectify the identified failure to perform.

## SECTION V: GENERAL AND SPECIFIC CONDITIONS

The Subgrantee agrees to follow the General and Specific Conditions according to this Agreement and Chapter 5 of the Historic Preservation Fund Grants Manual.

## SECTION VI: ASSIGNMENT AND PROCUREMENT PROCEDURES

1. The Subgrantee agrees that the procurement of services, supplies, equipment, and construction will be obtained efficiently and economically and in compliance with the applicable federal laws, and of OMB Circular A-102, (as further amended, 8/29/97) and Chapter 17 of the Historic Preservation Grants Manual.

2. The process for the selection of subcontractors to perform the services under this Agreement, regardless of whether by competitive bidding or negotiated procurement, shall be conducted in a manner that provides maximum open and free competition. Procurement procedures shall not restrict or eliminate competition. Examples of what is considered to be restrictive of competition include, but are not limited to: (1) placing unreasonable requirements on firms or individuals in order for them to qualify to do business, (2) non-competitive practices between firms, (3) organizational conflicts of interest, and (4) unnecessary experience and bonding requirements.

3. Competitive bidding or negotiated procurement is required for all survey and planning subcontracts. Proposals shall be requested from an adequate number of sources (at least two or three sources) to permit reasonable competition. The Request for Proposals shall be publicized and reasonable requests by other sources to compete shall be honored to the maximum extent practicable. The Request for Proposals shall identify the survey or planning area, population, number of properties to be inventoried, funds available and volunteer support (if applicable). The Subgrantee shall document in writing the evaluation criteria used and the results of the technical evaluation of the proposals received, determinations of responsible offerors for the purpose of written or oral discussions, and selection for subcontract award. Subcontractors shall be selected on the basis of qualification, subject to negotiation of fair and reasonable compensation. Unsuccessful offerors shall be

notified promptly. A copy of documentation of the selection process will be submitted to the Grantee prior to the initiation of the project.

4. Noncompetitive negotiation may be used with prior written approval from the Grantee when, after the solicitation in accordance with Section VI, 3 above, competition is determined inadequate.

5. The Subgrantee will notify the SHPO upon the selection of a subcontractor. Subgrantee will verify Subcontractor is not on the debarred list. A copy of this contract will be submitted to the SHPO for review and written approval prior to its execution.

6. Prior to the beginning of project work or any grant payment, the Subgrantee must submit to the SHPO the below listed items to demonstrate that the federal procurement requirements have been met in full:

   a. Copies of the letters to qualified sources and public advertisements requesting proposals and/or invitations to bid;
   b. Copy of the Subgrantee documentation of the selection criteria and process;
   c. A copy of the successful proposal and a description of the Subgrantee reasons for selection;
   d. Listing of the unsuccessful offerors; and
   e. Copy of the proposed contract between the Subgrantee and the subcontractor.

Note: SHPO must review and approve all contracts between the Subgrantee and subcontractors prior to their execution. The parties agree that there will be no assignment or transfer of this Agreement or any interest in the Agreement and that no service required under this Agreement may be performed under subcontract unless both parties agree in writing.

## SECTION VII: EQUAL EMPLOYMENT OPPORTUNITY

1. Pursuant to Sections 49-2-303 and 49-3-207 of the Montana Code Annotated and the federal Civil Rights Act of 1964, (as amended) and Equal Employment Opportunity statute, in all hiring or employment made possible by or resulting from this Agreement, the Subgrantee: 1) will not discriminate against any employee or applicant for employment because of race, color, social condition, religion, sex, age, national origin, marital status, creed, political affiliation, or physical or mental handicap; and 2) will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. This requirement applies to, but is not limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subgrantee will comply with all applicable statutes and Executive Orders on equal employment opportunity, including enforcement provisions, as implemented by, but not limited to, Department of the Interior policies, published in 43 CFR 17.

2. The Subgrantee will comply with Section 504 of the Rehabilitation Act of 1973 which provides that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

3. The Subgrantee will comply with The Age Discrimination Act of 1975 prohibiting discrimination on the basis of age in programs and activities receiving Federal Financial assistance.

SECTION VIII: FAIR LABOR STANDARDS

The Subgrantee agrees to comply with all Federal and State wage and hour rules, statutes, and regulations, and warrants that all applicable Federal and State fair labor standards and provisions will be complied with both by the Subgrantee and any subcontractors, in the event that subcontracted services are employed to fulfill the terms and conditions of this Agreement are agreed upon by the MHS, SHPO and the Subgrantee.

SECTION IX: PROHIBITION AGAINST LOBBYING

The Subgrantee must conform to provisions of 18 USC 1913:
"No part of the money appropriated by an enactment of Congress shall in the absence of express authorization Congress be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, lett printed or written matter, or any other device intended or designed to influence in any matter a Member of Congress, favor or oppose, by vote or otherwise, any legislation of appropriation by Congress, whether before or af introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers employees of the U.S. or its Departments or agencies from communicating to Members of Congress on the request any Member of Congress, through the proper channels, requests for legislation or appropriation that they dee necessary for the efficient conduct of the public business." Thus, costs associated with activities to influen legislation pending before Congress, commonly referred-to as "lobbying" is unallowable under this Agreement.

SECTION X: INDEMNIFICATION

The Subgrantee agrees that it will hold harmless and indemnify the MHS from any and all losses that may result to the Grantee because of negligence on the part of the Subgrantee, its agents, representatives, or employees. The Subgrantee shall hold harmless the MHS from any and all claims arising out of the execution of this Agreement for injury to third persons, including their agents, employees, or volunteers, recipients, and to the public at large, for injury to property of persons, which arise out of any Subgrantee's actions.

SECTION XI: WORKERS' COMPENSATION

The Subgrantee and all independent subcontractors earning compensation under this funding agreement must elect to be bound personally and individually by the provisions of compensation plans 1, 2 or 3, but he/she may apply to Montana Workers' Compensation division for an exemption from the Worker's Compensation Act. The application must be made in accordance with the rules adopted by the division. The division may deny the application only if it determines that the applicant is not an independent contractor. When the division approves an application it is conclusive as to the status of an independent contractor and precludes the applicant from obtaining benefits under this chapter.

SECTION XII: MODIFICATIONS AND PREVIOUS AGREEMENTS

1. This instrument contains the entire Agreement between the parties, and no previous statements, promises, or inducements made by either party or agent of either party which are not contained in this written agreement shall be valid or binding. This agreement may not be enlarged, modified, or altered except in writing signed by the parties and attached to the original of this Agreement, except as provided under Section IV (1). No change, addition, or erasure of any printed portion of this Agreement shall be valid or binding upon either party.

2. Any changes that substantially alter the scope of work or the cost of the approved project must be submitted as a project amendment. These amendments must have prior written approval from NPS before the change is implemented. Change orders will be treated as amendments. SHPO will be consulted to review the change to

determine if it substantially alters the scope of work or the cost of the approved project. If the change is determined to be substantial, the SHPO will process the amendment through NPS. Failure to notify the SHPO of any such changes may be construed as just cause for revocation and/or recovery of the grant funds.

SECTION XIII: CONFLICT OF INTEREST

No officer or employee of the MHS or member of the Society Board or State Preservation Review Board and no member of the Subgrantee's governing body at localities in which the project is situated or being carried out who exercises any functions or responsibilities, or who enjoys a position of influence in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal or pecuniary interest. The Subgrantee agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

SECTION XIV: COPYRIGHT PROHIBITION

1. Except as otherwise provided in the terms and conditions of the grant agreement, the Subgrantee is free to copyright any books, publications, or other copyrightable materials developed as a result of this Agreement. However, any such copyrightable materials will be subject to a royalty-free, nonexclusive, and irrevocable license throughout the work to the Grantee and/or the US Government to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

2. Any materials produced as a result of this Agreement which are to be publicly distributed, shall include the following statement:

   The (activity) that is the subject of this (type of publication) has been financed (in part/entirely) with Federal funds from the National Park Service, U.S. Department of Interior, and administered by the SHPO of Montana. The contents and opinions do not necessarily reflect the views or policies of the U.S. Department of the Interior or the Montana Historic Preservation Office, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior or SHPO.

3. Publications must include the nondiscrimination statement:

   This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, age, or disability in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

   Office for Equal Opportunity
   National Park Service
   1849 C Street, N.W.
   Washington, D.C. 20240

4. The Subgrantee shall not include in the materials produced as a result of this Agreement any copyrighted matter without the written approval of the copyright owner that provided SHPO and the United States Government with written permission to use the material in the manner provided herein.

SECTION XV: AUDITING

The Subgrantee agrees to allow access to the records of the activities covered by this Agreement as may be necessary for legislative post-audit and analysis purposes in determining compliance with the terms of this Agreement. The Subgrantee shall maintain all administrative and fiscal records relating to this project for three years after the final grant reimbursement is made by the Grantee to the Subgrantee. Notwithstanding the provisions of SECTION IV, this Agreement shall automatically terminate upon any refusal of the Subgrantee to allow access to records necessary to carry out the legislative post-audit and analysis functions set forth in Title 5 Chapter 12 and 13, MCA and the financial and programmatic audit conducted by the Secretary of the Interior and the Comptroller General of the United States provided for in OMB Circular A-102, as amended.

SECTION XVI: SEVERABILITY

It is understood and agreed by the parties hereto that if any term or provision of this contract is by the courts held to be illegal or in conflict with any Montana law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

SECTION XVII: EXECUTION

This Contract consists of this Agreement and pages of attachments; the original copy is to be retained by SHPO. A copy of the original and attachments, if any, has the same force and effect for all purposes as the original.

Each party has full power and authority to enter into and perform this Agreement, and the person signing the Agreement on the behalf of each party has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

To express the parties' intent to be bound by the terms of this Agreement, they have executed this document on the date set out below:

_____ _____

Subgrantee Date

_____ _____

Administrator, Centralized Services Division Date
Montana Historical Society

**Consent Item #: 1. D.**

**Regular City Council Meeting**

**Date: 03/28/2011**

**TITLE:** Professional Services Agreement with ATS for the development of the SBBURD Master Plan

**PRESENTED BY:** Candi Beaudry

**Department:** Planning & Community Services

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**Information**

## PROBLEM/ISSUE STATEMENT

The South Billings Boulevard Urban Renewal District (SBBURD) was created in 2007, and expanded in 2008. The 2007 South Billings Boulevard Urban Renewal Plan was prepared by the Planning Division as a statutory requirement for the creation of this District. The Urban Renewal Plan identified numerous projects and strategies to encourage revitalization of this District, including the development of a Master Plan. The Master Plan differs from the Urban Renewal Plan in two major aspects: 1) a Master Plan includes a comprehensive market analysis that identifies potential economic development appropriate for the district, and 2) a Master Plan details land use patterns and transportation system or other infrastructure needs that will promote the revitalization of the district.

At its December 20, 2010 meeting, City Council approved a request from the South Billings Urban Renewal Association (SBURA) for up to $300,000 in tax increment financing funds to develop a Master Plan. A Request for Proposals was advertised on December 30, 2010 and a selection committee consisting of Planning staff, a representative from Big Sky Economic Development Authority (BSEDA) and two representatives from the SBURA reviewed thirteen proposals. The selection committee recommended AECOM Technical Services (ATS) of Seattle, WA because of their approach, depth of experience in urban renewal district master planning and familiarity with tax increment financing. ATS will team with EcoNorthwest, an economic firm located in Portland, and three local firms, Sanderson Stewart, Jim Collins Concept Design, and David Groshens. The contracted amount is $275,000 and is being paid for through tax increment financing funds. The Planning Division will administer the contract on behalf of the City.

## ALTERNATIVES ANALYZED

The City Council may approve or not approve the contract with ATS to develop a Master Plan for the South Billings Boulevard Urban Renewal District.

## FINANCIAL IMPACT

Tax increment funds are being used to fund this project. There is approximately $836,845 remaining in the SBBURD account, not including second half taxes. Council approved the expenditure of $300,000 for this project which would leave approximately $536,845 plus second half taxes, for the remainder of FY11.

## RECOMMENDATION

Staff recommends the City Council approve the $275,000 professional services contract with ATS to develop a Master Plan for the South Billings Boulevard Urban Renewal District.

## APPROVED BY CITY ADMINISTRATOR

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**Attachments**

ATS Contract
ATS Contract - App A
ATS Contract App - B
ATS Contract - App C
ATS Contract - APP D
ATS Contract - App E
ATS Contract - App F

# Contract for Professional Services

## Project South Billings Boulevard Urban Renewal District Master Plan – CB12072010

In consideration of the mutual promises herein, City of Billings and AECOM Technical Services (ATS) agree as follows. This Contract consists of:

Part I, consisting of 15 Sections of Special Provisions;

Part II, consisting of 11 Sections of General Provisions;

Appendix A consisting of 6 pages (Basic Services of Contractor);

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

Appendix C consisting of 1 page (Additional Services of Contractor);

Appendix D consisting of 2 pages (Schedule of Professional Fees);

Appendix E consisting of 1 page (Project Schedule);

Appendix F consisting of 1 page (Certificate(s) of Insurance); and

## PART I
## SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

A. "Administrator" means the Planning and Community Services Department Director or her designee.
B. “Billings” means the City of Billings.
C. "Contractor" means AECOM Technical Services.

Section 2. Scope of Services.

A. The Contractor shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.
B. Billings shall pay the Contractor in accordance with the Schedule of Professional Fees attached as Appendix D and incorporated herein by reference for services actually performed under this Contract. The amount of the contract shall not exceed $275,000.00.

C. Billings shall not allow any claim for services other than those described in this Section. However, the Contractor may provide, at its own expense, any other services that are consistent with this Contract.
D. The Contractor shall provide all data, documents and materials produced by the Contractor under this Contract in electronic format, as approved by the City of Billings, to the Administrator within 30 days after the project completion date. Final payment will be withheld until the data, documents and material are received by the City of Billings.

Section 3. Time for Performance.

A. This Contract becomes effective when signed on behalf of Billings.
B. The Contractor shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
C. This Contract shall terminate at midnight on February 28, 2012.

Section 4. Compensation; Method of Payment.

A. Each month, or at the conclusion of each phase of the Work for which payment is due, as negotiated on a per-task basis, the Contractor shall present a bill to the Administrator describing the Work for which it seeks payment and documenting expenses and fees to the satisfaction of the Administrator. If any payment is withheld because the Contractor's performance is unsatisfactory, the Administrator must, within ten (10) days of the payment denial, notify the Contractor of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why. Billings will pay Contractor within 30 days of receiving an acceptable invoice.
B. The Contractor is not entitled to any compensation under this Contract, other than is expressly provided for in this Section.
C. As a condition of payment, the Contractor shall have paid all City taxes currently due and owing by the Contractor.

Section 5. Termination of the Contractor's Services.

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

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

Section 6. Duties Upon Termination

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

Section 7. Insurance.

A. The Contractor shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Contractor shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.
B. The Contractor shall provide the following insurance:

    1. Workers' compensation and employer's liability coverage as required by Montana law.
    2. Commercial general liability, including contractual and personal injury coverage's -- $1,500,000 per occurrence.
    3. Commercial automobile liability -- $1,500,000 per accident.
    4. Professional liability in the amount of $1,500,000 per claim.

C. Each policy of insurance required by this Section shall provide for no less than 30 days' advance notice to Billings prior to cancellation.
D. Billings SHALL be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies. In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

Section 8. Assignments.

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

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

A. Except as otherwise provided herein, all data, documents and materials produced by the Contractor under this Contract shall be the property of Billings, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents, or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright. Contractor shall retain rights to pre-existing proprietary property including but not limited to interactive models. The Contractor shall have the right to include photographic or artistic representations of the design and construction of the Project among the Contractor's promotional and professional materials. The Contractor's materials shall not include Billings' confidential or proprietary information regardless of whether Billings has previously advised the Contractor in writing of the specific information considered by Billings to be confidential and proprietary.
B. Equipment purchased by the Contractor with Contract funds: See Appendix A, Scope of Work.
C. Should Billings elect to reuse Work products provided under this Contract for other than the original project and/or purpose, Billings will indemnify and hold harmless the Contractor from any and all claims, demands and causes of action of any kind or character arising as a result of reusing the documents developed under this contract.

Section 10. Notices.

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

Billings: Candi Beaudry, Director
City of Billings
Planning and Community Services Department
4th Floor Parmly Billings Library, 510 N. Broadway
Billings, Montana 59101 FAX: (406) 657-8327

Contractor: Sandy Fischer, Principal Landscape Architect
AECOM
710 2nd Ave. Ste. 1000
Seattle, WA 98104
(206) 267-7731 FAX: (206) 343-8541

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

A. Any failure to perform by either party due to force majeure shall not be deemed a violation or breach hereof.
B. As used in this Contract, force majeure is an act or event of substantial magnitude, beyond the control of the delayed party, which delays the completion of this Contract, including without limitation:

1. Any interruption, suspension or interference resulting solely from the act of Billings or neglect of Billings not otherwise governed by the terms of this Contract.
2. Strikes or Work stoppages.
3. Any interruption, suspension or interference with the project caused by acts of God, or acts of a public enemy, wars, blockades, insurrections, riots, arrests or restraints of governments and people, civil disturbances or similar occurrences.
4. Order of court, administrative agencies or governmental officers other than Billings.

Section 13. Financial Management System.

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

A. Provides accurate, current, and complete disclosure of all financial transactions relating to the Contract;
B. Maintains separate accounts by source of funds for all revenues and expenditures and identifies the source and application of funds for the Contractor's performance under this Contract, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays and income;
C. Effectively controls and accounts for all municipal funds and Contract property;
D. Compares actual expenditures with budgeted amounts and relates financial information to performance or productivity data including unit cost information where applicable;
E. Allocates administrative costs to direct service delivery units;
F. Minimizes the time between receipt of funds from Billings and their disbursement by the Contractor;
G. Provides accounting records supported by source documentation; and

H. Provides a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

The Contractor may enter into subcontracts for the purchase of goods and services necessary for the performance of this Contract, provided:

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

## PART II
## GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

The Contractor shall perform its obligations hereunder as an independent Contractor of Billings and is not to be considered an employee of the City of Billings for any purpose. Billings may administer the Contract and monitor the Contractor's compliance with its obligations hereunder. Billings shall not supervise or direct the Contractor other than a provided in this Section. The Contractor is not subject to the terms and provisions of Billings' personnel policies handbook and may not be considered a Billings employee for workers' compensation or any other purpose. The Contractor is not authorized to represent Billings or otherwise bind Billings in any dealings between the Contractor and any third parties.

Section 2. Nondiscrimination.

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising,

layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

B. The Contractor shall state, in all solicitations or advertisements for employees to Work on Contract jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.
C. The Contractor shall comply with any and all reporting requirements that may apply to it which the City of Billings may establish by regulation.
D. The Contractor shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this Contract, so as to be binding upon every such subcontractor or vendor of the Contractor under this Contract.
E. The Contractor shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.

Section 3. Permits, Laws, and Taxes.

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

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

    Contractor: Sandy Fischer, Principal Landscape Architect, AECOM

    Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

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

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

Section 10. Inspection and Retention of Records.

The Contractor shall, at any time during normal business hours and as often as Billings may deem necessary, make available to Billings, for examination, all of its records with respect to all matters covered by this Contract for a period ending three years after the date the Contractor is to complete performance in accordance with Section 2 of the Special Provisions. Upon request, and within a reasonable time, the Contractor shall submit such other information and reports relating to its activities under this Contract, to Billings, in such

form and at such times as Billings may reasonably require. The Contractor shall permit Billings to audit, examine and make copies of such records, and to make audits of all invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by this Contract. Billings may, at its option, permit the Contractor to submit its records to Billings in lieu of the retention requirements of this Section.

Section 11. Availability of Funds.

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

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

City of Billings

_____
City Council or Designee

Date:_____

ATTEST:

_____
City Clerk

Date:_____

Contractor

_____

Name:
Title:
Date: _____

IRS Tax ID #

APPROVED AS TO FORM:

By_____
BRENT BROOKS, City Attorney

STATE OF MONTANA )
:ss.
COUNTY OF YELLOWSTONE )

On this _____ day of _____, 2011, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the _____ of _____, and acknowledged to me that they executed the foregoing instrument on behalf of said corporation having first been authorized to do so.

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

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

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

# Appendix A
# South Billings Boulevard Urban Renewal District – Scope of Work

## TASK 1 - PROJECT INITIATION

Task 1 will focus upon overall project organization, coordination and identification of draft goals and objectives for the process and the project. The team will begin the process with a project kick-off meeting with the City of Billings, conducted remotely via webex. During this meeting the client and team will review communication protocols, consultant team roles and responsibilities, project schedule, availability and extent of existing data, the overall Stakeholder Engagement Plan, and specific preparations for the first series of public meetings.

In preparation for the Task 1 public meetings, the team will prepare draft goals and objectives for the South Billings Boulevard Urban Renewal District Plan (SBBURD Plan); identify, gather and create an annotated list of existing background information; and prepare preliminary maps of baseline conditions. As part of the project communications strategy, an outline of a project website will be developed.

**Public Meetings Focus – Kick-off, Draft Goals and Objectives:**

- Introduce Project and Team
- Review Process and Schedule
- Draft Goals, Objectives and Metrics
    - Measures of Success
    - Sustainability Objectives
- Meetings - One Client / Consultant Project Expectations meeting, one Kick-Off Workshop with the Steering Committee, individual meetings with Neighborhood Groups, Business Leaders and Economic Development Interests. Meetings will be conducted in Billings over a two day period.

**Task 1 Deliverables:**

- Detailed Project Workplan and Schedule
- Stakeholder Engagement Plan
- Project Website Outline
- Annotated List of Background Information
- Powerpoint Presentation (PPT) and Supporting Materials for use in public meetings

*Task Duration – One Month*

## TASK 2 - ASSESSMENT AND PROGRAM DEVELOPMENT

This phase of the project is characterized by intensive documentation and analysis of local ecology, land use, infrastructure, market, cultural and social aspects of SBBURD and the surrounding context. The assessment will include the following:

- A thorough technical analysis using 2010 Census, Yellowstone County, City GIS Assessor and planning department databases supported by fieldwork and on-site analyses of existing conditions, needs, and opportunities.
- Review of the Capital Improvements Program and identification of improvements planned for SBBURD.
- A thorough review of existing zoning, policy, plans and projects in SBBURD planning area and surrounding context.
- Sustainable planning addressing in an integrated manner economics, ecology, culture, and social strategies tailored to this district and informed by current trends such as USGBC LEED-ND, ASLA Sustainable Sites, Green Infrastructure, complete streets, context sensitivity, walkable, livable and resilient communities, and transportation choices.
- Analysis of historic neighborhood and community trends considering market trends, economic feasibility, and compatibility of strategies with other urban renewal districts, community, and neighborhood plans. Analysis will include preliminary projections for economic development and recommendations for mixed use development size, amenities, occupancy mix and phasing.
- Analysis of strengths and weaknesses found in the SBBURD area.
- Identification of obstacles to current or future development.
- Identification of potential public and private partners who might benefit from redevelopment for synergistic collaboration.
- Draft Market Analysis, including a review of comparable districts or communities. Specific areas of study will be determined in Task 1, though Fort Collins, Spokane, and Boise may represent appropriate analogs. (Please reference ECONorthwest Scope of Work, Appendix A1).

The results of the assessment will yield a draft program for the SBBURD planning area for future commercial, institutional, and residential development; physical and social infrastructure; parks and open space; and land stewardship and conservation opportunities. The team will also refine the draft goals and objectives identified in Task 1 based upon the results of the assessment and identified program opportunities.

**Public Meeting Focus - Finalize Goals and Objectives and Identify Needs:**

- Finalize Goals and Objectives
- Review Draft Programming
- Identify Program Gaps/Additional Opportunities
- Meetings –Client / Consultant Check-In, Public Meeting, Steering Committee Debrief, Interviews with Key Stakeholders. Meetings will be conducted in Billings over a two day period.

**Task 2 Deliverables:**

- Project Website
- GIS Mapping Database
- Strategic Needs Assessment
- Draft Programming
- Draft Market Analysis Technical Memorandum
- Presentation Boards and PPT Materials

*Task Duration – Three Months*

## TASK 3 - STRATEGIC VISION AND ALTERNATIVES

Building upon the analysis, opportunities and program developed in the previous task, a strategic vision for SBBURD will be created, articulating opportunities for potential neighborhood/district repositioning; district and neighborhood connectivity; land uses, densities and distribution; health, safety and access to social services; street and infrastructure investments; infill and redevelopment; enhanced transportation choices and services; and enhanced neighborhood character.

A two-day charette will take place where plan alternatives and strategies are developed in partnership with the client and advisory group. A detailed charette plan and agenda will be developed in advance of the charette. Anticipated outcomes from this charette include illustrated draft plan scenarios, identification of significant major moves and policy/regulatory adjustments and selection of a minimum of seven catalyst sites to be further evaluated. The catalyst sites will be selected to accommodate a diverse set of uses including professional office, mixed-use/mixed-income housing development, hospitality and retail. The results of the charette will contribute to the development of a draft SBBURD Strategic Plan and Vision and will be documented in the Mid-point Progress Report.

**Public Meeting Focus – Charette:**

- Refine Programming
- Draft Alternative Spatial Plans
- Identify Districts, Access, Connectivity and Infrastructure Requirements
- Review Draft Policy Plans / Zoning
- Review Potential Implementation Strategies
- Meetings – Two-day Charette, debrief with Steering Committee. Conducted in Billings over a two and one half day period.

**Deliverables:**

- Mid-point Project Progress Report (15 copies)
- Presentation Boards and PPT Materials

*Task Duration – Two Months*

## TASK 4 - EVALUATION OF PLAN ALTERNATIVES

Following the charette, plan alternatives will be further refined and evaluated for economic and community development benefits, including cost and requirements for public investment, achievement of sustainability targets, contribution to goals and principles of the SBBURD Plan, compliance with adopted plans, and fit with other evaluation criteria developed through the planning process. A preferred plan will be identified based upon the results of the evaluation process. Supporting the evaluation process, the following will be developed:

- Analysis of redevelopment potential impacts to existing development
- Analysis of redevelopment impacts to jurisdictional boundaries, annexation considerations, zoning regulations or the existing Urban Renewal District.
- Refinement of economic development projections.
- Preparation of simple pro formas
- Summary of economic benefits.
- Conceptual cost estimates.

**Public Meeting Focus – Evaluation of Alternatives:**

- Confirm Evaluation Criteria
- Present and Evaluate Two Alternatives for each Scenario
- Review Cost/Benefits Analysis
- Meetings – Client / Consultant Check-In, Interviews with Key Stakeholders, Public meeting, Steering Committee Debrief. Meetings will be conducted in Billings over a two day period.

**Deliverables**:

- Draft Land Use/Redevelopment Plan Summary
- Presentation Boards and PPT

*Task Duration – Three Months*

## TASK 5 - REFINEMENT / IMPLEMENTATION STRATEGIES

This phase focuses on the development of the preferred plan, creation of an implementation strategy and facilitating public commentary on the plan and strategies.

**Preferred plan** – During Phase 4 the alternative plans will be evaluated and a preferred plan selected. In Phase 5, the preferred plan will be refined to incorporate comments received in client and stakeholder reviews. Urban design guidelines for redevelopment will be created and will address the following:

- Public infrastructure and facilities
- Land use development patterns

- Transportation networks and linkages
- Green space design and layout
- Sustainable development
- Relative costs of development
- Public Commentary on Preferred Alternative

**Integration with Adopted Plans** – Strategies and recommendations for integration of the preferred plan with adopted plans, including the SBBURD Urban Renewal plan, will be developed.

**Implementation Strategies** – Implementation strategies will be developed and will include policy and program recommendations; recommended capital improvements, identify potential funding sources, partnerships and approaches; and recommendations for zoning changes and potential annexation. One of the key outcomes will be a list of specific projects and corresponding timeline for implementations.

**Marketing Plan –** A strategy and plan will be developed to attract and grow support for SBBURD redevelopment efforts. (Please reference ECONorthwest Scope of Work, appendix A1).

**Public Meeting Focus – Public Commentary on Preferred Plan:**

- Present Preferred Alternative and Supporting Analysis, Implementation Strategies, Design Guidelines and Standards, Marketing Strategy
- Provide Opportunity for Public Comment
- Meetings - Client / Consultant Check-In, Public meeting, Steering Committee Debrief, Interviews with Key Stakeholders. Meetings will be conducted in Billings over a one and one half day period.

**Deliverables:**

- Land Use/Redevelopment Plan Summary (15 copies)
- Implementation Plan
- Marketing Plan
- Presentation Boards and PPT Materials

*Task Duration – Three Months*

### TASK 6 - FINAL REPORT

Following the completion of Phase 5, the SBBURD Plan report will be developed. The report will consist of narrative, diagrams, sketches and other information that communicates the analysis, vision and implementation strategy for SBBURD. An electronic copy of the draft plan will be distributed for review by the client and stakeholder groups. Upon approval of the draft, fifteen copies of the final report will be delivered to the client. A final briefing will be provided to Yellowstone County Board of Planning and at a City Council Worksession.

The contents of the final report will include:

- Strategic Needs Assessment
- Strategic Plan and Vision
- Market Analysis
- Land Use/Redevelopment Plan
- Marketing Plan
- Implementation Plan
- Conclusion and Economic Benefits Analysis

**Public Meeting Focus – Board and Council Briefings:**

- Combined Council / Commission
- Briefing and Review Session
- Provide Opportunity for Additional Public Comment through Online Tools or in a Public Forum
- Meetings – One briefing to Planning Board and Council.

**Deliverables:**

- Report Outline (approved by client)
- Draft Master Plan (electronic submittal)
- Final Master Plan (15 copies)
- Appendices (15 copies)

*Task Duration – Three Months*

# Appendix B

## Methods and Times of Payment

Section 1. Payments for Basic Services.

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

Partial payment shall be made to the Contractor upon receipt of the Contractor's pay estimate, said estimate being proportioned to the work completed by the Contractor. The final payment shall be made only after acceptance of final documents by Billings, and determination that the scope of work has been satisfactorily completed.

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

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

Section 3. Corrections.

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

Section 4. Fee Increases

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

# Appendix C

## Additional Services of Contractor

Extra services of the Contractor will be paid only with written prior authorization by Billings.

A. Additional meetings.

B. Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study.

# Appendix D

## Schedule of Professional Fees

---

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

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

Section 1. Professional Services.

| | Hourly Rate | |
|---|---|---|
| Principal in Charge | $ | 210 |
| Sr Project Manager | $ | 160 |
| Planner I | $ | 105 |
| Planner II | $ | 140 |
| Planner III | $ | 180 |
| Landscape Designer | $ | 90 |
| Landscape Architect I | $ | 130 |
| Landscape Architect II | $ | 145 |
| GIS/AutoCAD | $ | 100 |
| Technical Editor | $ | 125 |
| Admin | $ | 85 |

Note: Overhead rates are not utilized in AECOM's rate structure

Section 2. Materials and Other Direct Costs.

Materials and other direct costs will be invoiced at current rates, plus a ten percent (10%) handling fee. Included as direct costs are the following:

A. Approved Employee Meals, Lodging, Transportation

B. Premium Delivery Service (UPS, Federal Express, etc.)

C. Toll Communication Services (Telephone, Fax, etc.)

D. Supplies

E. Premiums for Special Insurance, Performance Bonds, etc.

F. Other Out-of-Pocket Expenses

G. Consultants

The cost of Professional Liability Insurance coverage is included in the hourly rates of personnel.

# APPENDIX E - PROJECT SCHEDULE

| | 1 | 2 | 3 | 4 | 5 | 6 |
|---|---|---|---|---|---|---|
| | PROJECT INITIATION | ASSESSMENT AND PROGRAM DEVELOPMENT | STRATEGIC VISION AND ALTERNATIVES | EVALUATION OF PLAN ALTERNATIVES | REFINEMENT / IMPLEMENTATION STRATEGIES | FINAL REPORT |
| | APRIL | APRIL - JUNE | JUNE - JULY | JULY - SEPTEMBER | OCTOBER - NOVEMBER | DECEMBER - FEBRUARY |
| **Public and Stakeholder Engagement** | **Kick-off, Draft Goals and Objectives**<br>Public Meeting Focus<br>• Introduce Project and Team<br>• Review Process and Schedule<br>• Draft Goals, Objectives and Metrics<br>Measures of Success<br>Sustainability Objectives | **Finalize Goals and Objectives, Identify Needs**<br>Public Meeting Focus<br>Finalize Goals and Objectives<br>Review Draft Programming:<br>• Needs Assessment<br>• Development<br>• Land Stewardship Program<br>• Social Infrastructure<br>Identify Program Gaps/Additional Opportunities | **Charette**<br>Public Meeting Focus<br>• Refine Programming<br>• Draft Alternative Spatial Plans<br>• Identify Districts, Access, Connectivity, Infrastructure Req.<br>• Review Draft Policy Plans / Zoning<br>• Review Draft Implementation Strategies | **Evaluation of Alternatives**<br>Public Meeting Focus<br>• Present and Evaluate Two Alternatives for each Scenario<br>• Review Cost & Benefits Analysis<br>• Confirm Evaluation Criteria | **Public Commentary on Preferred Alternative**<br>Public Meeting Focus<br>• Present Preferred Alternatives and Supporting Analysis, Implementation Strategies, Design Guidelines and Standards, Marketing Strategy<br>• Provide Opportunity for Public Comment | **Council / Commission Briefing**<br>Public Meeting Focus<br>• Council / Commission Briefings and Review Session |
| | **Meeting Detail**<br>April 14 / Client Consultant Expectations<br>April 15 / Kick-off Workshop with SBURA<br>April 15 / Meetings with Neighborhood Groups, Business Leaders, other Interests | **Meeting Detail**<br>May 19 / Client and Consultant Check-in<br>May 19 / Public Meeting<br>May 20 / SBURA Debrief<br>May 20 / Interviews with Key Stakeholders | **Meeting Detail**<br>June 23-25 / Public Charette<br>June 25 / City, Big Sky EDA, SBURA Debrief | **Meeting Detail**<br>September 15 / Client and Consultant Check-in<br>September 15 / Interviews with Key Stakeholders<br>September 15 / Public Meeting<br>September 16 / SBURA Debrief<br>September 16 / Interviews with Key Stakeholders, Cont. | **Meeting Detail**<br>November 17 / Client and Consultant Check-in<br>November 17 / Public Meeting<br>November 18 / SBURA Debrief<br>November 18 / Interviews with Key Stakeholders<br>November 22 / Planning Board Presentation | **Meeting Detail**<br>February 6 / Client and Consultant Check-in<br>February 6 / City Council Worksession<br>February 28 / Plan Adoption |
| **Planning Tasks and Deliverables** | *Deliverables*<br>• Detailed Project Workplan and Schedule<br>• Stakeholder Engagement Plan<br>• Project Website Outline<br>• Annotated List of Background Information<br>• Powerpoint Presentation (PPT) and Supporting Materials for use in public meetings | *Deliverables*<br>• Project Website<br>• GIS Mapping Database<br>• Strategic Needs Assessment<br>• Draft Programming<br>• Draft Market Analysis Technical Memorandum<br>• Presentation Boards and PPT Materials | *Deliverables*<br>• Mid-point Project Progress Report (15 copies)<br>• Presentation Boards and PPT Materials | *Deliverables*<br>• Draft Land Use/Redevelopment Plan Summary<br>• Presentation Boards and PPT | *Deliverables*<br>• Land Use/Redevelopment Plan Summary (15 copies)<br>• Implementation Plan<br>• Marketing Plan<br>• Presentation Boards and PPT Materials | *Deliverables*<br>• Report Outline (approved by client)<br>• Draft Master Plan (electronic submittal)<br>• Final Master Plan (15 copies)<br>• Appendices (15 copies) |

LEGEND

Client/Consultant Meeting

SBURA Meeting

Public Meeting

Stakeholder Interviews or Meetings

# Appendix F

## Certificate(s) of Insurance

---

(Attach Certificate(s) of Insurance)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/15/2011

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

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

| | |
|---|---|
| **PRODUCER**<br>Marsh Risk & Insurance Services<br>CA License #0437153<br>777 South Figueroa Street<br>Los Angeles, CA 90017<br>Attn: Lori Bryson (213)-346-5464<br>06510 -03/90-CAS/R-10-11 Seattl WA YAbell 0413 | **CONTACT NAME:**<br>**PHONE (A/C, No, Ext):** **FAX (A/C, No):**<br>**E-MAIL ADDRESS:**<br>**PRODUCER CUSTOMER ID #:** |
| **INSURED**<br>AECOM Technical Services, Inc.<br>710 Second Avenue, Suite 1000<br>Seattle, WA 98104 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>**INSURER A :** Zurich American Insurance Company — 16535<br>**INSURER B :** —<br>**INSURER C :** Illinois Union Insurance Co — 27960<br>**INSURER D :** N/A — N/A<br>**INSURER E :** —<br>**INSURER F :** — |

**COVERAGES** **CERTIFICATE NUMBER:** LOS-001287597-01 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC | | | GLO 5965891 02 | 04/01/2010 | 04/01/2011 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,500,000<br>$ 1,000,000<br>$ 5,000<br>$ 1,500,000<br>$ 1,500,000<br>$ 1,500,000 |
| A | **AUTOMOBILE LIABILITY**<br>[X] ANY AUTO<br>[ ] ALL OWNED AUTOS<br>[ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS<br>[ ] NON-OWNED AUTOS | | | BAP 5965893 02 | 04/01/2010 | 04/01/2011 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,500,000<br>$<br>$<br>$ |
| | [ ] **UMBRELLA LIAB** [ ] OCCUR<br>[ ] **EXCESS LIAB** [ ] CLAIMS-MADE<br>[ ] DEDUCTIBLE<br>[ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | [ ] WC STATU-TORY LIMITS [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |
| C | ARCHITECTS & ENG. PROF. LIAB.<br>RETRO DATE 3/23/90 | | | EON G21654693<br>"""CLAIMS MADE""" | 04/01/2010 | 10/08/2011 | Per Claim/Agg<br>Defense Included | 1,500,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**
11100018 South Billings URD Master Plan - Client Project South Billings Boulevard Urban Renewal District Master Plan – CB12072010
City of Billings NAMED AS ADDITIONAL INSURED FOR GL COVERAGES, BUT ONLY AS RESPECTS WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED.

**CERTIFICATE HOLDER**

City of Billings
4th Floor Parmly Billings Library
510 N. Broadway
Billings, MT 59101

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**
**of Marsh Risk & Insurance Services**
David Denihan

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# ADDITIONAL INFORMATION

LOS-001287597-01

DATE (MM/DD/YY)
03/15/2011

**PRODUCER**
Marsh Risk & Insurance Services
CA License #0437153
777 South Figueroa Street
Los Angeles, CA 90017
Attn: Lori Bryson (213)-346-5464
06510 -03/90-CAS/R-10-11 Seattl WA YAbell 0413

**INSURERS AFFORDING COVERAGE** | **NAIC #**

**INSURED**
AECOM Technical Services, Inc.
710 Second Avenue, Suite 1000
Seattle, WA 98104

INSURER G:
INSURER H:
INSURER I:
INSURER J:

**TEXT**

POLICY NUMBER: GLO 5965891 02

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organizations(s)

City of Billings
4th Floor Parmly Billings Library
510 N. Broadway
Billings, MT 59101

11100018 South Billings URD Master Plan - Client Project South Billings Boulevard Urban Renewal District Master Plan – CB12072010

Information required to complete this Schedule, if not shown above, will be shown in the Declarations .

Section II - Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

CG 20 26 07 04

**CERTIFICATE HOLDER**

City of Billings
4th Floor Parmly Billings Library
510 N. Broadway
Billings, MT 59101

**AUTHORIZED REPRESENTATIVE**
**of Marsh Risk & Insurance Services**
David Denihan

# CERTIFICATE OF LIABILITY INSURANCE 4/1/2011

DATE (MM/DD/YYYY): 3/15/2011

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

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

**PRODUCER** Lockton Insurance Brokers, LLC
19800 MacArthur Blvd., Suite 550
CA License #0F15767
Irvine 92612
949-252-4400

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Travelers Property Casualty Co of America | 25674 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED** 1075642 AECOM Technology Corporation
AECOM Technical Services, Inc.
710 Second Avenue, Suite 1000
Seattle WA 98104

**COVERAGES** AECTE01 OE **CERTIFICATE NUMBER:** 11184834 **REVISION NUMBER:** XXXXXXX

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | **GENERAL LIABILITY** | | | NOT APPLICABLE | | | EACH OCCURRENCE | $ XXXXXXX |
| | COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ XXXXXXX |
| | CLAIMS-MADE OCCUR | | | | | | MED EXP (Any one person) | $ XXXXXXX |
| | | | | | | | PERSONAL & ADV INJURY | $ XXXXXXX |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ XXXXXXX |
| | POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ XXXXXXX |
| | | | | | | | | $ |
| | **AUTOMOBILE LIABILITY** | | | NOT APPLICABLE | | | COMBINED SINGLE LIMIT (Ea accident) | $ XXXXXXX |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ XXXXXXX |
| | ALL OWNED AUTOS SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ XXXXXXX |
| | HIRED AUTOS NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ XXXXXXX |
| | | | | | | | | $ |
| | **UMBRELLA LIAB** OCCUR | | | NOT APPLICABLE | | | EACH OCCURRENCE | $ XXXXXXX |
| | **EXCESS LIAB** CLAIMS-MADE | | | | | | AGGREGATE | $ XXXXXXX |
| | DED RETENTION $ | | | | | | | $ |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N | | Y | TRJUB-4245B23-1-10 (AZ,MA,OR,WI) | 4/1/2010 | 4/1/2011 | X WC STATU-TORY LIMITS OTH-ER | |
| A | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N | N/A | | TC2JUB-4245B22-A-10 (All Other States) | 4/1/2010 | 4/1/2011 | E.L. EACH ACCIDENT | $ 1,000,000 |
| A | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES /(Attach ACORD 101, Additional Remarks Schedule, if more space is required)**
11100018 South Billings URD Master Plan - Client Project South Billings Boulevard Urban Renewal District Master Plan – CB12072010. Waiver of Subrogation applies per attached endorsement.

**CERTIFICATE HOLDER**

11184834

City of Billings
4th Floor Parmly Billings Library
510 N. Broadway
Billings MT 59101

**CANCELLATION** See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Timothy J. Jara


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TRAVELERS

WORKERS COMPENSATION AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00)

POLICY NUMBER: TC2JUB-4245B22-A-10

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER

Miscellaneous Attachment : M100471
Certificate ID : 11184834

**Consent Item #: 1. E.**

**Regular City Council Meeting**

**Date: 03/28/2011**

**TITLE:** CTEP Project Specific Agreement Modification – Jackson Street Sidewalk Project II

**PRESENTED BY:** Candi Beaudry

**Department:** Planning & Community Services

---

**Information**

## PROBLEM/ISSUE STATEMENT

In 2005, the City of Billings submitted to the Montana Department of Transportation (MDT) a Community Transportation Enhancement Project (CTEP) grant application for the Jackson Street Sidewalks II. In 2009, the city completed the first phase of sidewalk installation on the west side of Jackson Street from King Avenue East to just south of Ryan Avenue. The second phase will continue that sidewalk project on the west side of Jackson from Ryan Street to Francis Avenue. The project will include sidewalk, curb and gutter. The Project Specific Agreement Modification reflects the change in the project location and costs that have changed since the original application was approved. The Project Specific Agreement Modification represents the formal agreement between the City and MDT for the project's scope, funding and federal aid compliance. Council must authorize the Mayor to execute a Project Specific Agreement Modification for the Jackson Street Sidewalk II project to begin project development. For reference, both the original Project Specific Agreement and the new modified agreement are attached.

## ALTERNATIVES ANALYZED

The City Council May:

• Approve the CTEP Project Specific Agreement for Jackson Street Sidewalks II.

• Not approve the CTEP Project Specific Agreement. This would result in the loss of CTEP funding for this project.

## FINANCIAL IMPACT

The original Jackson Street II CTEP Project proposed constructing sidewalk on both sides of Jackson Street from Kratz Lane to State Avenue. The project would have included the installation of sidewalks, curb and gutter, drive approaches and accessibility ramps.

The cost breakdown for the original project was:

| | |
|---|---|
| CTEP | $69,515 |
| Local Match (City) | $10,775 (Gas Tax) |
| Add. Contribution | $64,710 (SID) |
| Total Project | $145,000 |

The revised Jackson Street II CTEP Project proposed constructing sidewalk on only the west side of Jackson Street from Ryan Avenue to Francis Avenue. The project includes the installation of sidewalks, curb and gutter, drive approaches and accessibility ramps. The funding breakdown for the revised project is as follows:

| | |
|---|---|
| CTEP | $ 249,079 |

| | |
|---|---|
| Local Match (City) | $ 38,607 (Gasoline tax) |
| Additional Contribution (city) | $ 132,314 (Gasoline tax and a sidewalk assessment program) |
| Total Project | $ 420,000 |

**RECOMMENDATION**

Staff recommends that Council authorize the Mayor to execute the CTEP Project Specific Agreement Modification for the Jackson Street Sidewalk II project.

**APPROVED BY CITY ADMINISTRATOR**

---

**Attachments**

Original PSA

Modified PSA

---

PLANNING & COMMUNITY SERVICES DEPARTMENT
AUG 5 2005

# PROJECT SPECIFIC AGREEMENT - GENERAL

THIS AGREEMENT is made and entered into by and between the State of Montana, acting by and through its Department of Transportation, hereinafter called the "State," and the City of Billings, hereinafter called the "City".

WITNESSETH THAT:

WHEREAS, the City proposes to develop and construct a Community Transportation Enhancement Program (CTEP) project, STPE 1099(47), titled JACKSON ST SIDEWALKS-BILLINGS (hereinafter the "project"); and,

WHEREAS, the State and the City recognize the need to develop and construct the project, and are willing to share in its costs in accordance with this agreement; and,

WHEREAS, the State and Federal Highway Administration (FHWA) will not participate in the development and construction of the project unless the City agrees to the conditions set forth; and,

WHEREAS, the estimated cost of the project's development and construction totals $145,000; and,

WHEREAS, the financial participation for the project development and construction will in part be with federal aid funds; and,

WHEREAS, it is understood that all costs associated with the project in excess of these federal aid funds will be financed by the City; and,

WHEREAS, this document must be executed and submitted to the State before the project development and construction process will be authorized to start; and,

NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree that:

1. The City will develop a CTEP project described as: the design and construction of sidewalks, curb and gutter, drive approaches and accessibility ramps. All construction will be in accordance with current design standards and ADA requirements.

2. The project is on the state-maintained system and the location is described as follows: the project is located on both sides of Jackson Street (U1019) between Kratz Lane and State Avenue.

3. The purpose of this project is to provide a safe and convenient pedestrian facility.

4. The initial federal-aid program to be requested for the development and construction of this project, by federal-aid account is as follows:

**Federal-Aid Program Account (maximum FHWA match rate) Total by account**

| | | |
|---|---|---|
| [9102] Preliminary Engineering (86.58%) (including environmental documentation) | $ | 7,250 |
| [9202] Right-of-Way/Easement Acquisition (86.58%) | $ | -0- |
| [9302] Incidental Construction (64.93%) (utility relocation involvement) | $ | -0- |
| [9402] Construction Engineering (86.58%) (including contract administration and inspections) | $ | 14,500 |
| [9502] Construction (86.58%) | $ | 123,250 |
| **Total** | **$** | **145,000** |

| | Project | CTEP Funds | Local Match | ADD. Contribution |
|---|---|---|---|---|
| City of Billings | $ 145,000 | $ 69,515 | $ 10,775 | $ 64,710 |
| TOTAL | **$ 145,000** | **$ 69,515** | **$ 10,775** | **$ 64,710** |

5. The general method of development includes: the City will use its own forces for preliminary engineering, contract bid document preparation and construction engineering. Construction will be by competitive bid. The state will perform a final inspection to ensure substantial compliance with project plans, specifications and estimates.

6. The City and any consultant and/or contractor it may employ in pursuit of project completion will comply with applicable Equal Employment Opportunity (EEO) requirements, Disadvantaged Business Enterprise (DBE) goals, Americans with Disabilities Act (ADA) and Federal Labor Requirements.

7. The City will provide documentation necessary to comply with applicable environmental requirements, including the National Environmental Policy Act (NEPA), Section 106 of the National Historic Preservation Act (NHPA) and Section 4(f) of the DOT Act.

8. The City will complete and submit the applicable supporting documentation to the State for review and concurrence prior to beginning the next step in the project's development or construction process, as identified in the CTEP Guidelines.

9. The City will allow inspection of all work and project related records by the personnel or agents of the State and FHWA.

10. Except for any suits, claims, actions, losses, costs or damages which are solely the result of the negligent acts or omissions or misconduct of State employees, the City agrees that it will protect, indemnify, and save harmless the State and Department of Transportation against and from all claims, liabilities, demands, causes of action, judgments (with any costs and fees that might be awarded), and losses to them from any cause whatever from the project, and including any suits, claims, actions, losses, costs or damages of any kind, including the State and Department's legal expenses, made against the State or Department by anyone arising out of, in connection with, or incidental to the project and its construction or use.

11. The City will retain project-related records and documents for a period of three years after the closing of the project.

12. The City will be responsible for $75,485 and Federal participation will be $69,515 of the estimated total project cost of $145,000. The City will be responsible for 100% of the costs exceeding the proposed $145,000, required to complete the project.

13. The City may submit a claim once a month detailing items and quantities of acceptable work completed that period to the CTEP Engineering Coordinator for the project development

and/or construction costs incurred. The request will be accompanied by documentation substantiating the amount requested and identifying the applicable federal share.

14. This agreement shall become effective upon execution by the State and City. It may be modified only by written mutual agreement of both the City and the State.

15. The City will service, maintain, and pay the cost of operating the project described in this agreement.

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

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

(1) Compliance with Regulations: The City shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations, Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement, even if only state funding is here involved.

(2) Nondiscrimination: The City, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5.

(3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the City for work to be performed under a subcontract, including procurement of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the City of the City's obligations under this Agreement and the Regulations relative to nondiscrimination.

(4) Information and Reports: The City will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by State or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Department or the FHWA as requested, setting forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the City's noncompliance with the nondiscrimination provisions of this Agreement, State may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,

(a) Withholding payments to the Party under the Agreement until the Party complies, and/or

(b) Cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: The City will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The City will take such action with respect to any subcontract or procurement as the State or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event City is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the City may request the State to enter into the litigation to protect the interests of the State, and, in addition, the City or the State may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

(1) The City will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.

(2) The City will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: **"The City will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the City. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the City.**

(3) All video recordings produced and created under contract and/or agreement will be closed captioned.

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

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

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

IN WITNESS WHEREOF, the Director of Transportation or his authorized representative has signed his name on behalf of the State of Montana and the Mayor of the City of Billings has signed his/her name and affixed hereto the seal of the City.

**STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION**

Jim Lynch
Director of Transportation

BY _____ July 21, 2005
Chief Engineer, Engineering Division

APPROVED FOR LEGAL CONTENT

_____
MDT Legal Counsel

**CITY OF BILLINGS**

ATTEST-Clerk _____ Mayor

By _____

Deputy City Clerk

I, Susan Shuhler, Deputy Billings City Clerk, hereby certify that this agreement was regularly adopted by the Billings City Council at a meeting held on the 22nd day of August, 2005, and that the Council authorized the Mayor to sign this agreement on behalf of the City.

[OFFICIAL SEAL]

CITY OF BILLINGS * SEAL * YELLOWSTONE COUNTY, MONTANA

_____
City Clerk

# PROJECT SPECIFIC AGREEMENT MODIFICATIONS

**********

The State of Montana, acting by and through its Department of Transportation, hereinafter called the "State", and the City of Billings, hereinafter called the "City" entered into a Project Specific Agreement in 2005 (attached) that provided for, among other things, the design and construction of sidewalks, drive approaches, curb and gutter along Jackson Street in Billings, Montana. The project location and costs reflected in that agreement have changed necessitating an amendment to the 2005 Project Specific Agreement. Accordingly, the parties agree to modify that Agreement as set forth below.

Under WITNESSETH THAT, the fourth paragraph will be modified to read:

WHEREAS, the total estimated cost of the project's development and construction totals $420,000; and,

After NOW, THEREFORE, …

Sections 2, 4, and 12 will be modified to read:

2. The project is on the state-maintained system and the location is described as follows: the project is located on the west side of Jackson Street between Francis Avenue and the alley south of Ryan Avenue

4. The federal-aid program to be requested for the development and construction of this project, by federal-aid account, is as follows:

**Federal-Aid Program Account by Project Phase** (Federal Funds & Local Match)

| | | |
|---|---|---|
| [9102] Preliminary Engineering (86.58% federal share) (including environmental documentation) | $ | 7,250 |
| [9402] Construction Engineering (86.58% federal share) | $ | 7,250 |
| [9502] Construction (86.58% federal share) | $ | 273,186 |
| **Total** | $ | 287,686 |

**Table A.**
**Portion Not Subject To Indirect Costs**

| City of Billings | | Project | | Federal Funds | | Local Match | | Additional Contribution |
|---|---|---|---|---|---|---|---|---|
| | $ | 137,750 | $ | 63,238 | $ | 9,802 | $ | 64,710 |

**Table B.**
**Portion Subject To Indirect Costs**

| City of Billings | | Project | | Federal Funds | | Local Match | | Additional Contribution |
|---|---|---|---|---|---|---|---|---|
| | $ | 282,250 | $ | 185,841 | $ | 28,805 | $ | 67,604 |

NOTE: Table B. does not include indirect costs. Indirect costs will be applied to the CTEP fund share at the rate corresponding to the time the work is accomplished.

**Project Totals**
(Table A. plus Table B.)

| City of Billings | | Project | | Federal Funds | | Local Match | | Additional Contribution |
|---|---|---|---|---|---|---|---|---|
| | $ | 420,000 | $ | 249,079 | $ | 38,607 | $ | 132,314 |

Project costs in excess of those reflected in Table A. are subject to the requirements of Section 17-1-106, MCA, which requires the State to fully recover indirect costs (IDC) from the City and any other participating parties. The current IDC rate is 13.35%. The parties further understand and agree that as of October 1, 2009 the City's share of the IDC will be paid by the State per subsection (3) of Section 17-1-106, MCA. If this project extends across more than one state fiscal year, more than one annual rate will be involved, as the rate may change over the life of the project.

12. The City will be responsible for the $38,607 in local matching funds and the additional contribution of $132,314. The federal participation will be $249,079 of the estimated total project cost of $420,000. The City will be responsible for 100% of all costs exceeding the proposed $420,000 that may be required to complete the project.

All other terms of the original agreement will remain in full force.

IN WITNESS WHEREOF, the Director of Transportation's authorized representative has signed his name on behalf of the State of Montana, and the Mayor of the City of Billings, has signed and affixed hereto the seal of the City.

**STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION**

BY _____ _____, 2011

APPROVED FOR LEGAL CONTENT

_____
MDT Legal Counsel

**CITY OF BILLINGS**

ATTEST-CITY CLERK MAYOR

_____ By _____

I, _____, Billings City Clerk, hereby certify that this agreement was regularly adopted by the Billings City Council at a meeting held on the _____ day of _____, 20____, and that the Council authorized the Mayor to sign this agreement on behalf of the City.

**Consent Item #: 1. F.**

**Regular City Council Meeting**

**Date: 03/28/2011**

**TITLE:** CTEP Project Specific Agreement – North Broadway Sidewalk Project – Northern Hotel

**PRESENTED BY:** Candi Beaudry

**Department:** Planning & Community Services

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**Information**

## PROBLEM/ISSUE STATEMENT

The City of Billings submitted a Montana Department of Transportation (MDT) Community Transportation Enhancement Project (CTEP) grant application for the North Broadway Sidewalk – Northern Hotel project in October 2010. This project will consist of replacing the current substandard sidewalk with new sidewalk (approximately 300 lineal feet) that will run along North Broadway from First Avenue North to Montana Avenue; also included in this project is new curb and gutter. The replacement of the nonconforming ADA ramps, replacement of landscaping planters and historic lighting will be also completed. CTEP funds will be used for the sidewalk, ADA ramps, landscaping and historic lighting. The local match for this project is being provided by the Northern Hotel and the City of Billings Engineering Division will be administrating the construction project. The project was approved through the local CTEP project selection process involving the City Council, Board of County Commissioners and Planning Board, and also was approved by MDT. The Policy Coordinating Committee (PCC) approved this project at its regular meeting on October 19, 2010. The Project Specific Agreement represents the formal agreement between the City and MDT for the project's scope, funding, and federal aid compliance. Council must authorize the Mayor to execute a Project Specific Agreement for the North Broadway Sidewalk Project to begin project development. This project is expected to be completed in 2011.

## ALTERNATIVES ANALYZED

The City Council may:

• Approve the CTEP Project Specific Agreement.

• Not approve the CTEP Project Specific Agreement. This would result in the loss of CTEP funding for this project.

## FINANCIAL IMPACT

The funding breakdown for this project is as follows:

| | |
|---|---|
| CTEP Grant | $179,564 |
| Northern Hotel (local match) | $ 27,833 |
| Total Funds Available | $207,397 |

## RECOMMENDATION

Staff recommends that Council authorize the Mayor to execute the CTEP Project Specific Agreement for the North Broadway Sidewalk –Northern Hotel Project.

## APPROVED BY CITY ADMINISTRATOR

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**Attachments**

North Broadway Sidewak PSA

# CTEP PROJECT AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Montana, acting by and through its Department of Transportation, hereinafter called the "State," and the City of Billings, hereinafter called the "City". This Agreement is effective on the date of the final signature by the State.

WITNESSETH THAT:

WHEREAS, the City proposes to develop and construct a Community Transportation Enhancement Program (CTEP) project, Control Number 7547, titled N BROADWAY SIDEWALK-BLNGS (hereinafter the "project"); and,

WHEREAS, the State and the City recognize the need to develop and construct the project, and are willing to share in its costs in accordance with this agreement; and,

WHEREAS, in accordance with the State's agreement with the Federal Highway Administration (FHWA) of the U.S. Department of Transportation, the State must ensure that certain requirements are met in order for the State to fulfill its obligations to the FHWA and for the project to be eligible for federal funds. Accordingly, the State includes federal requirements, which are among those hereinafter set forth, for this project, and the City agrees to them, and,

WHEREAS, the estimated cost of the project's development and construction is $207,397; and,

WHEREAS, the financial participation for the project development and construction will in part be with federal-aid funds made available in federal fiscal 2011; and,

WHEREAS, the federal-aid funds provided are described in the Catalog of Federal Domestic Assistance (CFDA), number 20.205, Highway Planning and Construction; and,

WHEREAS, it is understood that all costs associated with the project in excess of these federal-aid funds will be financed by the City; and,

WHEREAS, this document must be executed and submitted to the State before the project development and construction process will be authorized to start; and,

NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree that:

1. The City will develop a CTEP project described as: the construction of approximately 300 lineal feet of sidewalk, curb and gutter, a planter, and historic lighting.

2. The project will be located in Billings, on the east side of North Broadway Street between 1st Avenue North and Montana Avenue.

3. The purpose of this project is to provide a safe and convenient bicycle and pedestrian facility.

4. The initial federal-aid program to be requested for the development and construction of this project, by federal-aid account, is as follows:

**Federal-Aid Program Account by Project Phase (Maximum CTEP Share)**

| | | |
|---|---|---|
| [9102] Preliminary Engineering (86.58% CTEP) (including environmental documentation) | $ | -0- |
| [9202] Right-of-Way/Easement Acquisition (86.58% CTEP) | $ | -0- |
| [9302] Incidental Construction (64.93% CTEP) (utility relocation involvement) | $ | -0- |
| [9402] Construction Engineering (86.58% CTEP) (including contract administration and inspections) | $ | -0- |
| [9502] Construction (86.58% CTEP) | $ | 207,397 |
| **Total** | **$** | **207,397** |

| City of Billings | Project | CTEP Funds | Local Match | Additional Contribution |
|---|---|---|---|---|
| Direct Costs | $ 207,397 | $ 179,564 | $ 27,833 | $ -0- |
| TOTAL | **$ 207,397** | **$ 179,564** | **$ 27,833** | **$ -0-** |

NOTE: Above table does not include indirect costs. Indirect costs will be applied to the CTEP fund share at the rate corresponding to the time the reimbursements are made.

5. The City will be responsible for the $27,833 local match. The Federal cost participation (CTEP funds) will be $179,564 of the estimated total project cost of $207,397. The City will be responsible for 100% of all costs exceeding the proposed $207,397 that may be required to complete the project.

6. The parties understand and agree that this agreement is subject to the requirements of Section 17-1-106, MCA, which requires the State to fully recover indirect costs (IDC) from the City and any other participating parties. The current IDC rate is 13.35%. The parties further understand and agree that as of October 1, 2009 the City's share of the IDC will be paid by the State per subsection (3) of Section 17-1-106, MCA. If this project extends across more than one fiscal year, more than one annual rate will be involved, as the rate may change during the life of the project.

7. The City will develop and prepare all of the necessary design plans, specifications, estimates and contract documents for the project in accordance with the CTEP Manual. The selection and retention of any individual or firm to provide of furnish any engineering or design related services shall be based upon qualifications in accordance with the CTEP Manual's Consultant Services procedures.

8. The City will solicit for competitive bids and award a contract to construct the project. The solicitation for the construction contract may be by competitive bid or limited solicitation, so long as the cost does not exceed $50,000; should the project's construction cost exceed $50,000, it must be by competitive bid. The City will administer any construction contract and provide the supervision, inspection and documentation required to ensure the project is completed satisfactorily. The State will perform a final project review to ensure substantial compliance with project plans, specifications and estimates.

9. The City and any consultant and/or contractor it may employ in pursuit of project completion will comply with applicable Equal Employment Opportunity (EEO) requirements, Disadvantaged Business Enterprise (DBE) goals, Americans with Disabilities Act (ADA) and Federal Labor Requirements.

10. The City will provide documentation necessary to comply with applicable environmental requirements, including the National Environmental Policy Act (NEPA), Section 106 of the

National Historic Preservation Act (NHPA) and Section 4(f) of the DOT Act.

11. The City will complete and submit the applicable supporting documentation to the State for review and concurrence prior to beginning the next step in the project's development or construction process, as identified in the CTEP Manual.

12. The City will allow inspection of all work and project-related records by the personnel or agents of the State and FHWA.

13. Cities subject to the authority of the Montana Single Audit Act will secure an independent audit in compliance with OMB Circular A-133 and submit a copy to the Montana Department of Administration, Local Government Services Bureau, PO Box 200547, Helena, MT, 59620-0547.

14. Except for any suits, claims, actions, losses, costs or damages which are solely the result of the negligent acts or omissions or misconduct of State employees, the City agrees that it will protect, indemnify, and save harmless the State and Department of Transportation against and from all claims, liabilities, demands, causes of action, judgments (with any costs and fees that might be awarded), and losses to them from any cause whatever from the project, and including any suits, claims, actions, losses, costs or damages of any kind, including the State and Department's legal expenses, made against the State or Department by anyone arising out of, in connection with, or incidental to the project and its construction or use or maintenance.

15. The City will retain project-related records and documents for a period of three years after the closing of the project.

16. The City may submit a claim once a month detailing items and quantities of acceptable work completed that period to the CTEP Office for the project development and/or construction costs incurred. The request will be accompanied by documentation substantiating the amount requested and identifying the applicable federal share.

17. This agreement shall become effective upon execution by both parties. It may be modified only by prior written agreement of both parties.

18. The City will service, maintain, and pay the cost of operating the project described in this agreement.

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

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

(1) Compliance with Regulations: The City shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations (CFR), Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement, even if only state funding is here involved.

(2) Nondiscrimination: The City, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly

or indirectly in the discrimination prohibited by 49 CFR Sec. 21.5.

(3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the City for work to be performed under a subcontract, including procurement of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the City of the City's obligations under this Agreement and the Regulations relative to nondiscrimination.

(4) Information and Reports: The City will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by State or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Department or the FHWA as requested, setting forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the City's noncompliance with the nondiscrimination provisions of this Agreement, the State may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,

(a) Withholding payments to the City under the Agreement until the City complies, and/or
(b) Cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: The City will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The City will take such action with respect to any subcontract or procurement as the State or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event the City is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the City may request the State to enter into the litigation to protect the interests of the State, and, in addition, the City or the State may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

(1) The City will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.

(2) The City will incorporate or communicate the intent of the following statement in

all publications, announcements, video recordings, course offerings or other program outputs: **"The City will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the City. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the City."**

(3) All video recordings produced and created under contract and/or agreement will be closed-captioned.

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

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

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

IN WITNESS WHEREOF, the Department's authorized representative has signed on behalf of the State of Montana, and the Mayor of the City of Billings has signed and affixed hereto the seal of the City.

**STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION**

BY _____ _____, 2011

APPROVED FOR LEGAL CONTENT

_____
MDT Legal Counsel

**CITY OF BILLINGS**

ATTEST-CITY CLERK MAYOR

_____ By _____

I, _____, Billings City Clerk, hereby certify that this agreement was regularly adopted by the City Council at a meeting held on the _____ day of _____, 20_____, and that the Council authorized the Mayor to sign this agreement on behalf of the City.

[OFFICIAL SEAL]

_____
City Clerk

**Consent Item #: 1. G.**

**Regular City Council Meeting**

**Date: 03/28/2011**

**TITLE:** CTEP Project Specific Agreement – 25th Street Pedestrian Bridge

**PRESENTED BY:** Candi Beaudry

**Department:** Planning & Community Services

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**Information**

## PROBLEM/ISSUE STATEMENT

The City of Billings submitted a Montana Department of Transportation (MDT) Community Transportation Enhancement Project (CTEP) grant application for the 25th Street Pedestrian Bridge in October 2010. This project will consist of using and placing an existing, restored Carnegie steel bridge structure over the railroad tracks near 25th Street South. This bridge will provide a direct connection from the South Side and the Old Town Historic District (Minnesota Avenue) and Montana Avenue Historic District and the downtown. The project was approved through the local CTEP project selection process involving the City Council, Board of County Commissioners and Planning Board, and also was approved by MDT. The Policy Coordinating Committee (PCC) approved this project at its regular meeting on October 19, 2010. The Project Specific Agreement represents the formal agreement between the City and MDT for the project's scope, funding, and federal aid compliance. Council must authorize the Mayor to execute a Project Specific Agreement for the 25th Street Pedestrian Bridge Project to begin project development this spring.

## ALTERNATIVES ANALYZED

The City Council may:

• Approve the CTEP Project Specific Agreement.

• Not approve the CTEP Project Specific Agreement. This would result in the loss of CTEP funding for this project.

## FINANCIAL IMPACT

The funding breakdown for this project is as follows:

| | |
|---|---|
| CTEP Grant | $718,614 |
| BikeNet | $ 25,000 |
| Sample Foundation | $ 10,000 |
| Conoco Phillips Refinery | $ 18,000 |
| Qwest Refund (city) | $ 20,000 |
| Donation/ Grants | $ 38,386 |
| Total Funds Available | $830,000 |

## RECOMMENDATION

Staff recommends that Council authorize the Mayor to execute the CTEP Project Specific Agreement for the 25th Street Pedestrian Bridge Project.

**APPROVED BY CITY ADMINISTRATOR**

**Attachments**

25th Street Pedestrian Bridge PSA

# CTEP PROJECT AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Montana, acting by and through its Department of Transportation, hereinafter called the "State," and the City of Billings, hereinafter called the "City". This Agreement is effective on the date of the final signature by the State.

WITNESSETH THAT:

WHEREAS, the City proposes to develop and construct a Community Transportation Enhancement Program (CTEP) project, Control Number 7546, titled 25th ST BRIDGE-BILLINGS (hereinafter the "project"); and,

WHEREAS, the State and the City recognize the need to develop and construct the project, and are willing to share in its costs in accordance with this agreement; and,

WHEREAS, in accordance with the State's agreement with the Federal Highway Administration (FHWA) of the U.S. Department of Transportation, the State must ensure that certain requirements are met in order for the State to fulfill its obligations to the FHWA and for the project to be eligible for federal funds. Accordingly, the State includes federal requirements, which are among those hereinafter set forth, for this project, and the City agrees to them, and,

WHEREAS, the estimated cost of the project's development and construction is $830,000; and,

WHEREAS, the financial participation for the project development and construction will in part be with federal-aid funds made available in federal fiscal 2011; and,

WHEREAS, the federal-aid funds provided are described in the Catalog of Federal Domestic Assistance (CFDA), number 20.205, Highway Planning and Construction; and,

WHEREAS, it is understood that all costs associated with the project in excess of these federal-aid funds will be financed by the City; and,

WHEREAS, this document must be executed and submitted to the State before the project development and construction process will be authorized to start; and,

NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree that:

1. The City will develop a CTEP project described as: the restoration and placement of an old Carnegie steel bridge to be used by bicyclists and pedestrians.

2. The project will be located in Billings, spanning the Montana Rail Link RR tracks along the 27th Street alignment.

3. The purpose of this project is to provide a safe and convenient bicycle and pedestrian facility.

4. The initial federal-aid program to be requested for the development and construction of this project, by federal-aid account, is as follows:

**Federal-Aid Program Account by Project Phase (Maximum CTEP Share)**

| | | |
|---|---|---|
| [9102] Preliminary Engineering (86.58% CTEP) (including environmental documentation) | $ | 83,000 |
| [9202] Right-of-Way/Easement Acquisition (86.58% CTEP) | $ | 40,000 |
| [9302] Incidental Construction (64.93% CTEP) (utility relocation involvement) | $ | -0- |
| [9402] Construction Engineering (86.58% CTEP) (including contract administration and inspections) | $ | 83,000 |
| [9502] Construction (86.58% CTEP) | $ | 624,000 |
| **Total** | **$** | **830,000** |

| City of Billings | Project | CTEP Funds | Local Match | Additional Contribution |
|---|---|---|---|---|
| Direct Costs | $ 830,000 | $ 718,614 | $ 111,386 | $ -0- |
| TOTAL | **$ 830,000** | **$ 718,614** | **$ 111,386** | **$ -0-** |

NOTE: Above table does not include indirect costs. Indirect costs will be applied to the CTEP fund share at the rate corresponding to the time the reimbursements are made.

5. The City will be responsible for the $111,386 local match. The Federal cost participation (CTEP funds) will be $718,614 of the estimated total project cost of $830,000. The City will be responsible for 100% of all costs exceeding the proposed $830,000 that may be required to complete the project.

6. The parties understand and agree that this agreement is subject to the requirements of Section 17-1-106, MCA, which requires the State to fully recover indirect costs (IDC) from the City and any other participating parties. The current IDC rate is 13.35%. The parties further understand and agree that as of October 1, 2009 the City's share of the IDC will be paid by the State per subsection (3) of Section 17-1-106, MCA. If this project extends across more than one fiscal year, more than one annual rate will be involved, as the rate may change during the life of the project.

7. The City will develop and prepare all of the necessary design plans, specifications, estimates and contract documents for the project in accordance with the CTEP Manual. The selection and retention of any individual or firm to provide of furnish any engineering or design related services shall be based upon qualifications in accordance with the CTEP Manual's Consultant Services procedures.

8. The City will solicit for competitive bids and award a contract to construct the project. The solicitation for the construction contract may be by competitive bid or limited solicitation, so long as the cost does not exceed $50,000; should the project's construction cost exceed $50,000, it must be by competitive bid. The City will administer any construction contract and provide the supervision, inspection and documentation required to ensure the project is completed satisfactorily. The State will perform a final project review to ensure substantial compliance with project plans, specifications and estimates.

9. The City and any consultant and/or contractor it may employ in pursuit of project completion will comply with applicable Equal Employment Opportunity (EEO) requirements, Disadvantaged Business Enterprise (DBE) goals, Americans with Disabilities Act (ADA) and Federal Labor Requirements.

10. The City will provide documentation necessary to comply with applicable environmental requirements, including the National Environmental Policy Act (NEPA), Section 106 of the

National Historic Preservation Act (NHPA) and Section 4(f) of the DOT Act.

11. The City will complete and submit the applicable supporting documentation to the State for review and concurrence prior to beginning the next step in the project's development or construction process, as identified in the CTEP Manual.

12. The City will allow inspection of all work and project-related records by the personnel or agents of the State and FHWA.

13. Cities subject to the authority of the Montana Single Audit Act will secure an independent audit in compliance with OMB Circular A-133 and submit a copy to the Montana Department of Administration, Local Government Services Bureau, PO Box 200547, Helena, MT, 59620-0547.

14. Except for any suits, claims, actions, losses, costs or damages which are solely the result of the negligent acts or omissions or misconduct of State employees, the City agrees that it will protect, indemnify, and save harmless the State and Department of Transportation against and from all claims, liabilities, demands, causes of action, judgments (with any costs and fees that might be awarded), and losses to them from any cause whatever from the project, and including any suits, claims, actions, losses, costs or damages of any kind, including the State and Department's legal expenses, made against the State or Department by anyone arising out of, in connection with, or incidental to the project and its construction or use or maintenance.

15. The City will retain project-related records and documents for a period of three years after the closing of the project.

16. The City may submit a claim once a month detailing items and quantities of acceptable work completed that period to the CTEP Office for the project development and/or construction costs incurred. The request will be accompanied by documentation substantiating the amount requested and identifying the applicable federal share.

17. This agreement shall become effective upon execution by both parties. It may be modified only by prior written agreement of both parties.

18. The City will service, maintain, and pay the cost of operating the project described in this agreement.

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

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

(1) Compliance with Regulations: The City shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations (CFR), Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement, even if only state funding is here involved.

(2) Nondiscrimination: The City, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly

or indirectly in the discrimination prohibited by 49 CFR Sec. 21.5.

(3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the City for work to be performed under a subcontract, including procurement of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the City of the City's obligations under this Agreement and the Regulations relative to nondiscrimination.

(4) Information and Reports: The City will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by State or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Department or the FHWA as requested, setting forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the City's noncompliance with the nondiscrimination provisions of this Agreement, the State may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,

(a) Withholding payments to the City under the Agreement until the City complies, and/or
(b) Cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: The City will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The City will take such action with respect to any subcontract or procurement as the State or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event the City is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the City may request the State to enter into the litigation to protect the interests of the State, and, in addition, the City or the State may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

(1) The City will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.

(2) The City will incorporate or communicate the intent of the following statement in

all publications, announcements, video recordings, course offerings or other program outputs: **"The City will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the City. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the City."**

(3) All video recordings produced and created under contract and/or agreement will be closed-captioned.

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

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

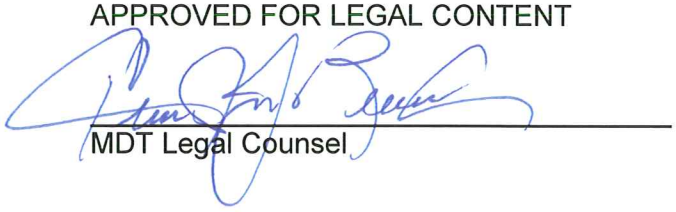
**The City, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The City shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the City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

IN WITNESS WHEREOF, the Department's authorized representative has signed on behalf of the State of Montana, and the Mayor of the City of Billings has signed and affixed hereto the seal of the City.

**STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION**

BY _____ _____, 2011

APPROVED FOR LEGAL CONTENT



_____
MDT Legal Counsel

**CITY OF BILLINGS**

ATTEST-CITY CLERK MAYOR

_____ By _____

I, _____, Billings City Clerk, hereby certify that this agreement was regularly adopted by the City Council at a meeting held on the _____ day of _____, 20_____, and that the Council authorized the Mayor to sign this agreement on behalf of the City.

[OFFICIAL SEAL] _____
City Clerk

**Consent Item #: 1. H.**

**Regular City Council Meeting**

**Date: 03/28/2011**

**TITLE:** Application Submittal for Summer Associates Program, AmeriCorps*VISTA

**PRESENTED BY:** Brenda Beckett, Community Development Manager

**Department:** Planning & Community Services

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**Information**

## PROBLEM/ISSUE STATEMENT

The Community Development Division has been approached by the Corporation for National and Community Services regarding sponsoring a Summer Associates program in 2011. The Billings Metro VISTA Project's Summer Associates Program would place up to seven AmeriCorps VISTA members in service positions for a ten-week period beginning on June 5 and ending on August 13, 2011.

The VISTA program allows for existing project sponsors to supplement their anti-poverty activities with an infusion of "hands-on volunteers" during the summer months. Unlike year-round VISTAs, Summer Associates can perform direct service activities. VISTAs may also serve as mentors and coordinators for the Summer Associates. The summer program is a prime opportunity to introduce individuals, particularly college age students, to national service with the hope it will lead to their participation in full-time programs later on.

Community Development staff forwarded this opportunity to all members of the Mayor's Committee on Homelessness and the Billings Area Resource Network to garner interest, and received written responses from the Billings Public Schools (Summer Lunch-in-the-Park) and Montana Rescue Mission (Summer Program for children placed at the Women and Family Shelter).

The Community Development Board reviewed the proposed project on March 17, 2011 and recommended approval.

## ALTERNATIVES ANALYZED

1) To submit an application for the AmeriCorps*VISTA Summer Associates Project; 2) To not submit an application for the AmeriCorps*VISTA Summer Associates Project.

## FINANCIAL IMPACT

The City is not required to commit funding to the project. Each VISTA placement's personnel value is estimated at $5,000 and seven VISTA Summer Associates are being requested ($35,000 grant). The state projects have assessed a fee of $600 per successful recruit and both projects have committed to financially supporting the administration of this project. Project award is pending Congressional funding allocation for the program via the Corporation for National and Community Services.

## RECOMMENDATION

Staff recommends the City Council authorize submission of an application for a Summer Associates Program through the exisiting AmeriCorps*VISTA Project and authorize City staff to negotiate and finalize the project if awarded.

**APPROVED BY CITY ADMINISTRATOR**

**Attachments**

Summer Associates Program - Concept Paper

# Billings Metro VISTA Concept Paper

Summer Associates Program 2011

*Creating capacity...*

# Section One: Applicant Information

**Name of Sponsoring Organization:**
City of Billings
Community Development Division
PO Box 1178
Billings, Montana 59103

**Project Director:**
Brenda Beckett, Community Development Manager
510 North Broadway, 4th Floor
Billings, Montana 59101
Phone: 406.657.8286
Fax: 406.657.8327
Email: beckettb@ci.billings.mt.us

**Project Number:** 09-VSP-MT-0001

**Total Number of Summer Associates Requested:** The City of Billings is requesting seven (7) VISTA Summer Associate positions to work on educational programming for children experiencing poverty. The Billings Metro VISTA Project (MVP) targets efforts that impact homelessness and poverty as primary goals.

**Recruitment Plan:** The City of Billings has developed a multi-prong approach for recruiting qualified VISTA members. As there is no relocation funding available for this project, recruitment efforts will target local resources including posting opportunities at two local colleges and four high schools. Opportunities will be sent to several listservs the City manages, including the Mayor's Committee on Homelessness (20 member organizations) the Billings Area Resource Network (34 member organizations), the Community Housing Resource Board (20 member organizations), and Neighborhood Task Force newsletter recipients (1,635 individuals).

Continually promoting the success stories of recent local VISTAs and working to stimulate motivation for service through stories of the energy and enthusiasm of all community members involved with the movement to impact homelessness. For a broader appeal, the City is committed to national recruitment efforts including developing web pages on sites popular with college students including Facebook, MySpace, and Craigslist. Pending application approval, City staff members look forward to establishing a sold presence at the online AmeriCorps Recruitment site.

City staff is well aware that success in the VISTA project will largely depend upon finding qualified VISTA members and placing them in appropriate projects. First and foremost, a potential candidate must exhibit a passion for our mission of decreasing homelessness in Billings. He or she must be able to shift between facilitator and group collaborator as the present situation demands. Other vital attributes of a qualified VISTA member are that he or she be self-motivated, articulate, creative and respectful. City staff are very confident that we will indeed find such people to carry forward a successful VISTA project.

**Length of Summer Program:** The Summer Associates program would be in operation for ten (10) weeks, beginning on June 5 and ending on August 13, 2011.

# Section Two: Summer Education Projects

## *Billings Public Schools:*

### *Summer Lunch-in-the-Park Enhancement Project*

#### *Location*

Education Foundation for Billings Public Schools
Lincoln Center
415 North 30th Street, Room 212 A
Billings, MT 59101

#### *Site Supervisor*

Virginia Lee Mermel, PhD, CNS
School Health Advisory Council Chair

#### *Statement of Poverty-Related Problem / Challenge*

For 5,500 low-income children in Billings, the free or reduced cost meals they eat at school provide the majority of their nutrition from late August to early June. These same children often go hungry or eat nutrient-poor diets during summer vacation.

The federally-subsidized Summer Lunch-in the-Park Program provides nutritious meals Monday through Friday, from mid-June through mid-August. For a variety of reasons, only about 36% (approximately 520) of eligible children take advantage of this valuable resource. Historically, program participation is highest on Thursdays - the one day of the week that an educational extracurricular activity is offered along with lunch.

The goal of the Summer Lunch-in-the-Park Enhancement Project is to increase participation in the Summer Lunch Program by offering a variety of educational activities to improve overall health and fitness and to assist in retention of academic skills, particularly math and reading.

#### *Narrative*

**Summer Project Activities:** Summer Associates will participate in assessing and implementing educational extracurricular activities, including reading, for Summer Lunch-in-the-Park feeding sites. Summer Associates will also track participation in the program, making changes to programming to maximize participation based on favored educational activities. This project can accommodate up to four (4) VISTA member placements and a minimum of at least two (2) members are requested.

**Background:** Approximately 5,500 children (30% of all enrolled students) in the Billings Public School system qualify for subsidized meals through the Free or Reduced Cost School Meals Program during the school year. Approximately 10% of the participating children (550 students) go hungry outside of school.

The Billings Public Schools summer lunch program must be operated in neighborhoods with 50% or more participation in subsidized school meals programs (Title 1 criterion). Last year, approximately 520 students were fed through the summer program on a weekly basis, even though about 2,200 children live in qualified

neighborhoods. Of the 520 weekly participants, 160 children were referred to service agencies for food and social services support. These referrals reduced participation in the lunch program to 375 participants.

**Outputs / Outcomes:** Increase program participation by 15% to 20% (430 to 625 students).

**Community Partnerships:** Books have been donated by the Billings Public Library for children to take home after lunch. The Billings Public Schools Health Advisory Council membership is as follows:

- Virginia L Mermel, PhD, CNS, CLC, Board Certified Human Nutritionist/Health Management Consultant and Educator; SHAC Chair and BackPack Meals Program Coordinator
- Bette Hunt, Director Billings Public Schools Food Service
- Elisabeth Clemens, PhD, Research Director, Billings Clinic Center for Clinical Translation
- Karen Dawson, Retired Family and Consumer Sciences Teacher, Billings Public Schools & Co-coordinator Billings BackPack Program
- Marvin Forquer, Instructor Billings Public Schools Career Center
- Dan Gall, MD, Internal Medicine Physician, Billings Clinic
- Bernie Mason, Yellowstone County Extension Agent
- Beverly McHugh, RD Dietitian St. Vincent's Hospital, Billings, MT
- Bruce McIntyre, Legislative Liaison, Billings Chamber of Commerce
- Anne Nichols, RN School Nurse, Billings Catholic Schools
- Robert Roe, PhD, Physical Therapist, US Public Health Service, Crow Agency
- Kay Schwartz, Health Careers Teacher, Billings Public Schools Career Center
- Laura Homlund, Grassroots Coordinator, RiverStone Health
- Travis Kemp, Billings Public Schools Board Member

**Tentative Pre-Service / In-Service Training Plan:**

- **June 5:** First Day of Service
- **June 3:** Pre-Service Orientation Webinar
- **June 5:** Sponsor Orientation
- **June 6:** On-Site Orientation at the Host Site
- **August 12:** End of Service Celebration
- **August 13:** Last day of Service

**Supervision / Service-Related Travel:** Supervision and service-related travel will be provided by the Host Site.

**Summer Assessment / Recognition:** Assessment will be conducted by program staff through evaluation of reports and measurement of outcomes against expected program achievements. The Billings Metro VISTA Project typically hosts a "fire circle" at the end of service to provide acknowledgement for the work completed. Fire circles are attended by VISTA members in various stages of service, including alumni, supervisors and community members.

# *Montana Rescue Mission:*

## *Women & Family Shelter - Summer Education Project REACH-OUT*

### *Location*

Women & Family Shelter
2520 1st Avenue North
Billings, MT 59101

### *Site Supervisor*

Lana Janssen
Women and Family Shelter Manager

### *Statement of Poverty-Related Problem / Challenge*

The Women and Family Shelter (WFS) is located on a very busy downtown street; the Greyhound Bus Depot is next door and there is no outdoor play area nearby. Several hundred children residing at the WFS during the course of the year are clearly challenged. A program designed to help children get out of the shelter for physical, recreational, educational and emotional health is has been developed. This program is called **REACH-OUT** which stands for "Recreation, Education, Art, Culture and Health-Outside" the walls of the shelter. The program will involve school-aged children staying at the Women and Family Shelter.

### *Narrative*

**Summer Project Activities:** Summer Associates will design an educational program that includes education, exposure to art, and recreational opportunities outside of the shelter. The Summer Associates will design and implement permission slips and waivers for out-of-shelter activities, and will document activities, participation and overall outcomes. This project can accommodate up to three (3) VISTA member placements, and a minimum of two (2) placements are requested.

**Background:** Almost 80 families are currently experiencing homelessness locally (over 250 adults and children), and 42% of these families are American Indian. The majority of the individuals representing families who completed the survey were females (almost 70%) and over half of respondents were between the ages of 30 and 59.

There are more homeless American Indian people in family situations in Billings than any other race / ethnicity; American Indian families comprise 42% of Billings' homeless family population This is statistically significant, as the American Indian population comprises almost 30% of the overall homeless population in Billings. Members of families self-identifying as Caucasian make up 40% of the homeless family population. An average of eight percent, or 13 people, self-identified as "pregnant" on the date of the survey over the past four years.

Mental health issues, substance abuse and lifestyle choice make up the top causes of homelessness for families in Billings. Domestic abuse is listed as the fourth cause of homelessness, affecting 12% of the family cohort. In the overall homeless population, domestic abuse is the sixth leading cause of homelessness in Billings.

Families are more likely to stay with others than live in a shelter, although 28 family members, on average over the past four years, stayed the night outside during the point-in-time survey. Many families stay in motels with or without vouchers. The number of families staying in a motel with a voucher dropped from a three-year average of nine to only one in 2008. An average of 26 families stayed in motels without vouchers during the date of the survey.

Families are more likely to be in immediate jeopardy of losing their current living situation, as 16% of local homeless families are being asked to leave their current living situation within one week compared to 13% in the overall homeless population in Billings. Homeless families are slightly more likely to be lifetime residents of Billings at 24% compared to 21% of the overall homeless population.

During the 2008-2009 school year, the Billings Public School system identified 413 students as meeting the definition of homeless, and there are surely other children who have not yet been identified as such. Other children experiencing homelessness may not attend school, although state law requires children aged 7 to 16 years to be enrolled. Data on homeless students has been gathered by the public school system annually beginning in the 2003-2004 school year, and numbers have increased steadily.

The majority of homeless children identified in Billings in 2006-2007 were in elementary school, with 42% enrolled in Kindergarten through third grade and 21% in fourth through sixth grade. Fifteen percent were enrolled in seventh through eighth grade, and 22% in ninth through twelfth grade. Forty-four percent of identified homeless youth were identified as American Indian, 42% as Caucasian, eight percent Hispanic, three percent Black, and one percent Hawaiian.

Homelessness in children and youth has, unsurprisingly, a negative effect on a child's academic performance and likelihood of graduation. Nationally, approximately 1.35 million children experience homelessness annually. These children are much more likely to be exposed to violence, experience chronic health problems, and suffer from behavioral and emotional difficulties. Additionally, unstable family situations, frequent changes in schools and a lack of adequate nighttime residence all contribute to the difficulties a homeless child faces in school.

**Outputs / Outcomes:** Increase program participation to 30 families / 45 children. Since a child's scope of reference is that which they directly experience, staff hopes that the children will see life from a different perspective than what 'being homeless' affords them. Because so many of these kids have lived in a family car moving from place to place, they are behind in school, they have not acquired social skills to make friends and have been exposed to 'survival living' rather than a childhood.

When afforded opportunity to dream big, children will often pursue some aspect of those dreams as adults. Through REACHOUT efforts, children will be given the opportunity to view life through a different lens and embrace a future full of potential rather than despair.

**Community Partnerships:** Establishing partnerships for program augmentation / enhancement and support for activities will be sought with organizations such as:

- ZooMontana
- City of Billings Parks and Recreation Department
- Rodeo Association.
- Western Heritage Center
- Moss Mansion Museum
- Yellowstone County Museum
- Carmike Theaters
- Venture Theatre
- Billings Studio Theater
- Yellowstone Art Museum
- Billings Public Library
- Billings Symphony

**Tentative Pre-Service / In-Service Training Plan:**

- **June 5:** First Day of Service
- **June 3:** Pre-Service Orientation Webinar
- **June 5:** Sponsor Orientation
- **June 6:** On-Site Orientation at the Host Site
- **August 12:** End of Service Celebration
- **August 13:** Last day of Service

**Supervision / Service-Related Travel:** Supervision and service-related travel will be provided by the Host Site.

**Summer Assessment / Recognition:** Assessment will be conducted by program staff through evaluation of reports and measurement of outcomes against expected program achievements. The Billings Metro VISTA Project typically hosts a "fire circle" at the end of service to provide acknowledgement for the work completed by the member. Fire circles are attended by VISTA members in various stages of service, including alumni, supervisors and community members.

# Section Three: Position Descriptions

| SUMMER ASSOCIATE POSITION DESCRIPTION | |
|---|---|
| Organization Name: | Billings Public Schools Health Advisory Council (SHAC) and School Food Service |
| Summer Associate Project Name: | Summer Lunch-in-the-Park Enhancement Project |
| Site Supervisor of Summer Associate: | Virginia Lee Mermel, PhD, CNS, School Health Advisory Council Chair<br>Bette Hunt, Director of School Food Services<br>Steve Harris, Food Service Manger, Summer Lunch-in-the Park |

Describe the organization:

The SHAC and the School Food Service have worked closely for the past 4.5 years to make sure the nutritional content of school meals meets current USDA standards of excellence and that as many Free and Reduced Meal eligible children as possible participate in the Summer Lunch in-the-Park Program.

State the specific poverty-related problem and project goal designed to overcome that problem:

For many low-income children, the free or reduced cost meals they eat at school provide the majority of their nutrition from late August to early June. These same children often go hungry or eat nutrient-poor diets during summer vacation.

The federally subsidized Summer Lunch-in the-Park Program provides nutritious meals Monday through Friday, from mid-June through mid-August. For a variety of reasons, only about 36% of the eligible children take advantage of this valuable resource. Historically, program participation is highest on Thursdays - the one day of the week that an educational extracurricular activity is offered along with lunch.

The goal of the Summer Lunch-in-the-Park Enhancement Project is to improve both the nutritional status and academic retention of low-income children by attracting more of them to summer lunch sites with educational extracurricular activities including physically active games, reading programs, math games, etc.

List required qualifications & eligibility criteria:

- Committed to this National Service program for 10 week period beginning June 5, 2011.
- Must be at least 18 years of age at time of placement.
- Must serve on a full-time basis and may not have outside employment during the project period.
- Indicate a growing passion for the mission of decreasing homelessness in Billings.
- Possess basic understanding of strategic planning, community organization and community development/empowerment.
- Ability to communicate effectively (both written and orally).
- Ability to work both independently and as part of a team.
- Computer skills and knowledge of some software (WORD, Excel, Power Point, etc.).
- Ability to work with diverse generations, incomes and cultures.

| Describe key duties & roles of the Summer Associate: |
| --- |
| • Work with SHAC, the School Food Service Director, the County Extension agent, and the Reading Rocks Program personnel to augment and enhance the current extracurricular activities plan to be offered at each Summer Lunch-in-the-Park feeding site.<br>• Evaluate the current extracurricular activities plan to determine resource availability and determine how often the activities can be offered.<br>• Learn how each activity is taught/offered.<br>• Implement approved activities.<br>• Track participation and outcomes. |
| State the specific expected outputs and outcomes to be met through the fulfillment of the key duties and roles: |
| • Increase participation in Summer Lunch-in-the-Park Program by 15-20%.<br>• Improve satisfaction of children and parents with the Summer Lunch program.<br>• Contribute to the children's fitness and academic skill retention. |
| Describe any partnerships in the community that will contribute to this project's success: |
| The County Extension Agent, Bernie Mason, has a wealth of multidisciplinary curriculum that teaches nutrition along with math, science, reading and even physical activity. Bernie will be an excellent resource for VISTAs to consult when developing activities for the Summer Lunch-in-the-Park Program. VISTA members will also be able to consult with the Reading Rocks Director to learn some best practices. First Interstate Bank Foundation can help provide volunteers to implement activities at the various lunch sites. |

# SUMMER ASSOCIATE POSITION DESCRIPTION

| | |
|---|---|
| Organization Name: | Montana Rescue Mission: Women and Family Shelter |
| Summer Associate Project Name: | REACH-OUT |
| Site Supervisor of Summer Associate: | Lana Janssen (WFS) Women and Family Shelter Manager |

Describe the organization:

The Montana Rescue Mission is a non-profit organization which provides temporary emergency care and rehabilitative services, shelters, food and pathways to ending homelessness one person at a time.

State the specific poverty-related problem and project goal designed to overcome that problem:

The Women and Family Shelter (WFS) is located on a very busy downtown street surrounded by commercial buildings. With no outdoor play area nearby, several hundred children residing at the WFS during the course of the year are clearly face challenges to play and interact with each other. A program designed to help children get out of the shelter for physical, recreational, educational and emotional health is in the process of being developed. This program is called **REACH-OUT** which stands for ***Recreation, Education, Art, Culture and Health-Outside*** the walls of the shelter. The program will involve school-aged children staying at the Women and Family Shelter.

List required qualifications & eligibility criteria:

- Committed to this National Service program for 10 week period beginning June 5, 2011.
- Must be at least 18 years of age at time of placement.
- Must serve on a full-time basis and may not have outside employment during the project period.
- Indicate a growing passion for the mission of decreasing homelessness in Billings.
- Possess basic understanding of strategic planning, community organization and community development/empowerment.
- Ability to communicate effectively (both written and orally).
- Ability to work both independently and as part of a team.
- Computer skills and knowledge of some software (WORD, Excel, Power Point, etc.).
- Ability to work with diverse generations, incomes and cultures.

Describe key duties & roles of the Summer Associate:

- Review the REACH-OUT program and augment / enhance the program to ensure inclusion of a sufficient recreation, creative, and educational activities outside of the shelter.
- Ensure exposure to the arts, including, learning and playing musical instruments, painting and sketching on canvas, nutrition and exercise education.
- Implement permission slips and waivers for out of shelter activities.
- Document activities, participants and overall outcome of activities.
- Partner with key staff to recruit businesses and individuals to partner with the Montana Rescue Mission for these projects.

| State the specific expected outputs and outcomes to be met through the fulfillment of the key duties and roles: |
| --- |
| Increase program participation to 30 families / 45 children. A child's scope of reference is that which they directly experience, staff hopes that the children will see life from a different perspective than what 'being homeless' affords them. Because so many of these kids have lived in a family car moving from place to place, they are behind in school, they have not acquired social skills to make friends and have been exposed to 'survival living' rather than a childhood.<br><br>When afforded opportunity to dream big, children will often pursue some aspect of those dreams as adults. Through REACH-OUT efforts, children will be given the opportunity to view life through a different lens and embrace a future full of potential rather than despair. |
| Describe any partnerships in the community that will contribute to this project's success: |
| Program activities include things like trips to the Zoo, local parks, rodeo, movies, theatre, museums, library and special events. All activities which engage a child either physically, mentally or emotionally. Staff hopes VISTA members can assist in obtaining access to activities on a donation basis/partnership with local businesses. |

**Consent Item #: 1. I.**

**Regular City Council Meeting**

**Date: 03/28/2011**

**TITLE:** Request to Allocate SBBURD TIF Funds for Administrative Costs

**PRESENTED BY:** Candi Beaudry

**Department:** Planning & Community Services

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**Information**

## PROBLEM/ISSUE STATEMENT

The South Billings Urban Renewal Association (SBURA), an incorporated non-profit organization was created on September 28, 2010 for the purpose of advising the City Council on the allocation of tax increment funds derived from the South Billings Boulevard Urban Renewal District (SBBURD). The incorporation expenses included attorney fees in the amount of $5,605.00 that were paid by Shawn Hanser, SBURA Chair. Mr. Hanser needs to be reimbursed for his expense. Additionally, the SBURA has launched a mail campaign to raise membership in the association with the intent to make more businesses and residents aware of activities in the SBBURD. These administrative costs are necessary for the effective management of the SBBURD and are allowed costs that may be paid by tax increment financing pursuant to 7-15-4288 (7) MCA: “administrative costs associated with the management of the urban renewal area, industrial district, technology district, or aerospace transportation and technology district.” The SBURA requests Council approve allocating $15,000 from the South Billings Boulevard Tax Increment Finance account to cover these existing and anticipated administrative expenses.

## ALTERNATIVES ANALYZED

The City Council may:

• Approve the request to allocate $15,000 for administrative cost associated with the management of the South Billings Boulevard Urban Renewal District.

• Disapprove the request to allocate $15,000 for administrative cost associated with the management of the South Billings Boulevard Urban Renewal District.

## FINANCIAL IMPACT

The South Billings Boulevard Urban Renewal and Tax Increment District received $1,368,704.00 of tax increment in Fiscal Year 2010. Subtracting $194,680.00 to finance the debt on the King Avenue East road improvements and $300,000 for the Master Plan project, an estimated $874,024.00 is available for project costs. There are sufficient funds available for the Master Plan with enough remaining balance to finance other urban renewal projects later in the year and in the future.

## RECOMMENDATION

Staff recommends that City Council approve the SBURA request to allocate $15,000 for administrative cost associated with the management of the South Billings Boulevard Urban Renewal District.

## APPROVED BY CITY ADMINISTRATOR

---

**Attachments**

Invoice

SOUTH BILLINGS URBAN RENEWAL ASSOCIATION

# Invoice

| Date | Invoice # |
|---|---|
| 3/1/2011 | 1 |

| Bill To |
|---|
| CITY OF BILLINGS<br>ACCOUNTS PAYABLE<br>210 N 27TH STREET<br>BILLINGS, MT 59101 |

| P.O. No. | Terms | Project |
|---|---|---|
| | | |

| Quantity | Description | Rate | Amount |
|---|---|---|---|
| 22.42 | REIMBURSEMENT OF GUTHALS, HUNNES & REUSS, PC.<br>PROFESSIONAL FEES | 250.00 | 5,605.00 |

| | | |
|---|---|---|
| | **Total** | $5,605.00 |

# HANSER'S TRANSMISSIONS
## Transaction List by Vendor
### January 1, 2010 through March 1, 2011

| Type | Date | Num | Memo | Account | Clr | Split | Credit |
|---|---|---|---|---|---|---|---|
| **GUTHALS, HUNNES & REUSS, P.C.** | | | | | | | |
| Check | 8/26/2010 | 329941 | CLIENT 8578... | 1015 · 1S... | X | 76072 · LEGA... | 375.00 |
| Check | 9/28/2010 | 328441 | CLIENT 8578... | 1015 · 1S... | X | 76072 · LEGA... | 605.00 |
| Bill | 12/3/2010 | | | 2000 · Ac... | | 46900 · MISC ... | 2,331.00 |
| Bill Pmt -Check | 12/8/2010 | 333030 | | 1015 · 1S... | X | 2000 · Accoun... | 2,331.00 |
| Check | 2/14/2011 | 333110 | CLIENT 8578... | 1015 · 1S... | | 76072 · LEGA... | 2,295.00 |

210 N. 27th St
Billings 59101

# GUTHALS, HUNNES & REUSS, P.C.

ATTORNEYS AT LAW

10 North 27th Street · P.O. Box 1977 · Billings, MT 59103-1977
Phone: (406) 245-3071 · E-mail: mail@ghrlawfirm.com · Fax : (406) 245-3074


ATTN: Shawn Hanser
South Billings Urban Renewal Association
430 S. Billings Blvd.
Billings MT 59101


07/31/2010
CLIENT NO: 8578-01M
STATEMENT NO: 1

Re: Entity Formation

**FEES**

| | | | HOURS | |
|---|---|---|---|---|
| 07/13/2010 | JAH | Conference with Shawn Hanser re: creation of nonprofit entity to act as advisory representative for district. | 1.50 | 375.00 |
| | | FOR CURRENT SERVICES RENDERED | 1.50 | 375.00 |
| | | TOTAL CURRENT WORK | | 375.00 |
| | | BALANCE DUE | | $375.00 |

This statement covers activities posted through the end of the billing period. A monthly finance charge of 1.0% will be imposed on any balance not paid within ninety days of billing. Please include Client No. on check. We accept major credit cards.

# GUTHALS, HUNNES & REUSS, P.C.

ATTORNEYS AT LAW

10 North 27th Street · P.O. Box 1977 · Billings, MT 59103-1977
Phone: (406) 245-3071 · E-mail: mail@ghrlawfirm.com · Fax : (406) 245-3074


ATTN: Shawn Hanser
South Billings Urban Renewal Association
430 S. Billings Blvd.
Billings MT 59101


08/31/2010
CLIENT NO: 8578-01M
STATEMENT NO: 2

Re: Entity Formation

FEES

| | | | HOURS | |
|---|---|---|---|---|
| 08/19/2010 | JAH | Phone Call with Shawn Hanser re: articles and bylaws and upcoming meeting. | 0.17 | N/C |
| 08/20/2010 | JAH | Work on articles of incorporation and bylaws. | 0.50 | 125.00 |
| 08/23/2010 | JAH | Revise drafts of Articles of Incorporation and Bylaws and email to Shawn Hanser with questions and comments. | 1.50 | 375.00 |
| 08/27/2010 | JAH | Phone Call with Marty Connell re: formation issues. | 0.17 | N/C |
| 08/30/2010 | JAH | Review email from Marty Connell re: suggested edits to entity formation documents. Review email from client re: edits and respond. | 0.42 | 105.00 |
| | | FOR CURRENT SERVICES RENDERED | 2.42 | 605.00 |
| | | Total Non-Billable Hours | 0.34 | |
| | | PREVIOUS BALANCE | | $375.00 |
| | | TOTAL CURRENT WORK | | 605.00 |
| 08/30/2010 | | Payment-Thank You - Ck. 329941 dated 08/26/10 from Hanser's Automotive Co. | | -375.00 |
| | | BALANCE DUE | | $605.00 |

Jeff - Hunnes

This statement covers activities posted through the end of the billing period. A monthly finance charge of 1.0% will be imposed on any balance not paid within ninety days of billing. Please include Client No. on check. We accept major credit cards.

...HUNNES & REUSS, P.C.
ATTORNEYS AT LAW
10 North 27th Street · P.O. Box 1977 · Billings, MT 59103-1977
Phone: (406) 245-3071 · E-mail: mail@ghrlawfirm.com · Fax : (406) 245-3074

ATTN: Shawn Hanser
South Billings Urban Renewal Association
430 S. Billings Blvd.
Billings MT 59101

Page: 1
11/30/2010
CLIENT NO: 8578-01M
STATEMENT NO: 5

Re: Entity Formation

**FEES**

| | | | HOURS | |
|---|---|---|---|---|
| 11/01/2010 | JAH | Email to Shawn confirming task force name and requesting update. | 0.17 | N/C |
| | | Total Non-Billable Hours | 0.17 | |
| | | PREVIOUS BALANCE | | $2,331.00 |
| | | BALANCE DUE | | $2,331.00 |

YOUR ACCOUNT IS 60 OR MORE DAYS PAST DUE.

This statement covers activities posted through the end of the billing period. A monthly finance charge of 1.0% will be imposed on any balance not paid within ninety days of billing. Please include Client No. on check. We accept major credit cards.

# GUTHALS, HUNNES & REUSS, P.C.

ATTORNEYS AT LAW

10 North 27th Street · P.O. Box 1977 · Billings, MT 59103-1977
Phone: (406) 245-3071 · E-mail: mail@ghrlawfirm.com · Fax : (406) 245-3074


ATTN: Shawn Hanser
South Billings Urban Renewal Association
430 S. Billings Blvd.
Billings MT 59101


01/31/2011
CLIENT NO: 8578-01M
STATEMENT NO: 7

Re: Entity Formation

**FEES**

| | | | HOURS | |
|---|---|---|---|---|
| 01/05/2011 | JAH | Prepare draft conflict policy. | 0.17 | 42.50 |
| 01/19/2011 | JAH | Review emails from Shawn re: approval of minutes and bylaws and reply. Multiple emails with Shawn re: signature on by-laws, conflict of interest policy, FEIN and 501(c)(6) application. Revise draft conflict of interest policy and forward to client. Review email from Julie Boland re: 501(c)(6) application and reply. Assemble minute book and prepare bylaws for client signature. | 1.25 | 312.50 |
| 01/20/2011 | JAH | Complete assembling minute book and prepare letter to client. Emails to and from client re: meeting to discuss status and review minute book. Review email from Marty Connell re: application letter and form. | 0.50 | 125.00 |
| 01/21/2011 | JAH | Conference with Shawn Hanser and deliver minute book. Edit transmittal letter and membership application. Review email from Marty Connell with Agreement with City and BSEDA re BIRD. | 0.67 | 167.50 |
| 01/24/2011 | JAH | Revise cover letter to potential members and application for membership and forward drafts to client. | 0.67 | 167.50 |
| | | FOR CURRENT SERVICES RENDERED | 3.26 | 815.00 |
| | | PREVIOUS BALANCE | | $1,480.00 |
| | | TOTAL CURRENT WORK | | 815.00 |
| | | BALANCE DUE | | $2,295.00 |

This statement covers activities posted through the end of the billing period. A monthly finance charge of 1.0% will be imposed on any balance not paid within ninety days of billing. Please include Client No. on check. We accept major credit cards.

**Consent Item #: 1. J.**

**Regular City Council Meeting**

**Date: 03/28/2011**

**TITLE:** Semi Annual Investment Report

**PRESENTED BY:** Patrick M Weber

**Department:** City Hall Administration

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**Information**

**PROBLEM/ISSUE STATEMENT**

The City of Billings Investment Policy states the Finance Division shall submit semi-annually an investment report describing investments in terms of type and interest rate. On December 31, 2010, the City had the following amounts invested:

| | |
|---|---|
| Montanan Short Term Investment Pool | $ 6,253 |
| US Government and Agency | $ 66,770,000 |
| Certificates of Deposit | $ 14,062,976 |
| Repurchase | $ 44,375,504 |
| | |
| Total Investments | $125,214,733 |

The summary that is attached does not include the US Bank repurchase account.

**ALTERNATIVES ANALYZED**

The Council may:

- Approve the semi annual investment report; or
- Not approve the semi annual investment report.

**FINANCIAL IMPACT**

The investment portfolio for the City is designed to maintain the safety of investments while obtaining a market average rate of return throughout budgetary and economic cycles. As of December 31, 2010, the average yield to maturity was .86%.

**RECOMMENDATION**

It is recommended that the City Council approve the investment report.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Sympro report

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# City of Billings, MT
# Summary by Issuer
# December 31, 2010

City of Billings
210 North 27th Street
Billings, MT 59101

| Issuer | Number of Investments | Par Value | Book Value | % of Portfolio | Average YTM 365 | Average Days to Maturity |
|---|---|---|---|---|---|---|
| Federal Farm Credit Bank | 15 | 24,770,000.00 | 24,770,000.00 | 30.64 | 0.742 | 596 |
| Federal Home Loan Bank | 10 | 15,050,000.00 | 15,050,000.00 | 18.62 | 0.850 | 547 |
| Federal Home Loan Mtg Corp | 6 | 11,450,000.00 | 11,450,000.00 | 14.16 | 0.765 | 646 |
| Fiirst Interstate Bank | 2 | 2,562,976.15 | 2,562,976.15 | 3.17 | 0.465 | 231 |
| Federal National Mtg Assn | 9 | 15,500,000.00 | 15,500,000.00 | 19.17 | 0.721 | 638 |
| Short Term Investment Pool | 1 | 6,252.58 | 6,252.58 | 0.01 | 0.328 | 1 |
| US Bank | 3 | 11,500,000.00 | 11,500,000.00 | 14.23 | 1.516 | 678 |
| **Total and Average** | **46** | **80,839,228.73** | **80,839,228.73** | **100.00** | **0.862** | **602** |

**Consent Item #: 1. K.**

**Regular City Council Meeting**

**Date: 03/28/2011**

**TITLE:** Quarterly Report for Pledged Collateral

**PRESENTED BY:** Patrick M Weber

**Department:** City Hall Administration

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**Information**

## PROBLEM/ISSUE STATEMENT

Deposit-type securities (i.e., certificates of deposit) shall be collateralized according to Montana Code Annotated Section 7-6-207.

On December 31, 2010, the City had certificates of deposit at First Interstate Bank for $2,562,976; $44,375,504 in the US Bank Repurchase Account; and $11,500,000 in two certificates of deposit at US Bank, Billings.

Because First Interstate Bank and US Bank's net worth ratios to total assets ratio are over 6%, the City is required to have a minimum of 50% of the deposits covered by pledged securities. First Interstate Bank has collateralized the City's deposits with 97.5% in pledged securities. US Bank has collateralized two certificates of deposit with 120% in pledged securities. The Repurchase Account is collateralized with 102% in pledged securities.

## ALTERNATIVES ANALYZED

The Council may:

- Approve the quarterly report for pledged collateral; or
- Not approve the quarterly report for pledged collateral

## FINANCIAL IMPACT

There is no financial impact to the City.

## RECOMMENDATION

Staff recommends that Council approve the quarterly report for pledged collateral.

## APPROVED BY CITY ADMINISTRATOR

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**Consent Item #: 1. L.**

**Regular City Council Meeting**

**Date: 03/28/2011**

**TITLE:** Acknowledge Receipt of Petition to Vacate Portions of Right of Way in Grand Peaks Subdivision

**PRESENTED BY:** David Mumford

**Department:** Public Works

---

**Information**

## PROBLEM/ISSUE STATEMENT

J & S Development Company, property owner in Grand Peaks Subdivision, is replatting the subdivision. With the new plat, which will be 3rd Filing of Grand Peaks Subdivision, portions of the internal streets will be realigned. This requires portions of the street right of way to be vacated and new right of way to be dedicated. None of the streets have been constructed. J & S Develoment Company is the original developer, therefore, the right of way to be vacated is done at no cost to the developer. Attached is a map showing the right of way to be vacated and the new right of way to be dedicated. This Council action acknowledges the street vacation application and sets a public hearing for April 25th. The new plat for Grand Peaks Subdivision, which will dedicate new rights of way, will be presented for approval at the same meeting.

## ALTERNATIVES ANALYZED

The Council may:

- Acknowledge receipt of the petition to vacate the above mentioned right of way and set a public hearing for April 25, 2011.
- Do not acknowledge the petition to vacate the right of way.

## FINANCIAL IMPACT

Since the right of way proposed to be vacated will revert to the original devloper and no streets are constructed, there is no cost for the vacation. New right of way will be dedicated to replace the vacated area.

## RECOMMENDATION

Staff recommends that Council acknowledge receipt of the petition to vacate portions of right of way within Grand Peaks Subdivision and set a public hearing for April 25, 2011.

## APPROVED BY CITY ADMINISTRATOR

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**Attachments**

Map of ROW to be Vacated

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RIGHT-OF-WAY VACATION EXHIBIT OF

# GRAND PEAKS SUBDIVISION, SECOND FILING

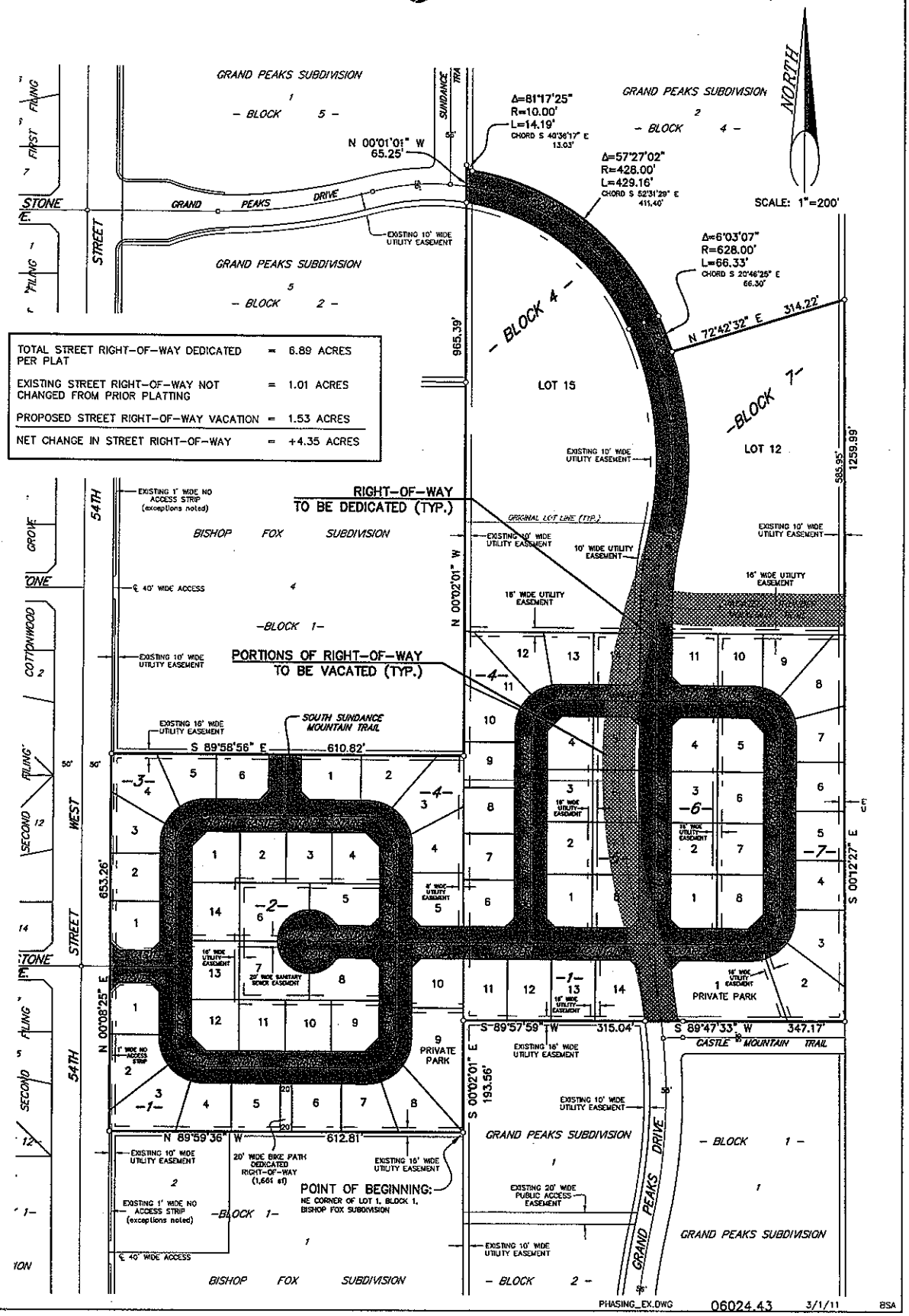
BEING LOT 3 OF BLOCK 1, BISHOP FOX SUBDIVISION AND
LOTS 2, 3, & 4 OF BLOCK 2, LOT 1 OF BLOCK 3, LOT 1 OF BLOCK 4 & VACATED PORTIONS OF
PUBLIC RIGHT-OF-WAY IN GRAND PEAKS SUBDIVISION
SITUATED IN THE SW1/4 OF SECTION 32, T. 1 N., R. 25 E., P.M.M.,
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : J&S DEVELOPMENT COMPANY

MARCH, 2011

PREPARED BY : SANDERSONSTEWART

BILLINGS, MONTANA




| | | |
|---|---|---|
| TOTAL STREET RIGHT-OF-WAY DEDICATED PER PLAT | = | 6.89 ACRES |
| EXISTING STREET RIGHT-OF-WAY NOT CHANGED FROM PRIOR PLATTING | = | 1.01 ACRES |
| PROPOSED STREET RIGHT-OF-WAY VACATION | = | 1.53 ACRES |
| NET CHANGE IN STREET RIGHT-OF-WAY | = | +4.35 ACRES |

PHASING_EX.DWG 06024.43 3/1/11 BSA

**Consent Item #: 1. M.**

**Regular City Council Meeting**

**Date: 03/28/2011**

**TITLE:** 2010 Homeland Security Grant for Bomb Squad - Additional Award of $9,140

**PRESENTED BY:** Rich St. John

**Department:** Police

---

**Information**

## PROBLEM/ISSUE STATEMENT

On January 10, 2011, City Council approved the acceptance of the 2010 Homeland Security grant in the amount of $38,860. This grant will be used for training, upgrade of current equipment and new equipment for the City of Billings Bomb Squad. The grant period is September 30, 2010, through June 30, 2013. The State of Montana informed the City that the actual grant award should have been in the amount of $48,000; a difference of $9,140. Staff recommends City Council approve and accept the additional $9,140 award, making the grant total $48,000; and authorize the Mayor to sign the new award documents when received. The award documents will be on file in the City Clerk's Office.

## ALTERNATIVES ANALYZED

The City Council may:

- Approve the additional award of $9,140 for the FY 10 U. S. Department of Homeland Security Grant for the Bomb Squad, bringing the total award to $48,000; or
- Not approve the additional award of $9,140 for the FY 10 U. S. Department of Homeland Security Grant for the Bomb Squad.

## FINANCIAL IMPACT

There is no financial impact to the City as there is no City match required for this grant.

## RECOMMENDATION

Staff recommends City Council approve and accept the additional award of $9,140 to the 2010 Homeland Security Grant, bringing the total amount of the grant to $48,000; and authorize the Mayor to sign the award documents when received.

## APPROVED BY CITY ADMINISTRATOR

---

**Consent Item #: 1. N.**

**Regular City Council Meeting**

**Date: 03/28/2011**

**TITLE:** Proposed Baseball Museum at Dehler Park

**PRESENTED BY:** Mike Whitaker

**Department:** Parks/Rec/Public Lands

---

**Information**

## PROBLEM/ISSUE STATEMENT

The Billings Baseball Preservation Society presented the idea of establishing a baseball museum at Dehler Park (see attached museum layout and site plan) at the March 7, 2011 City Council work session. Private fundraising will provide the sole source of funds for construction, operation and maintenance. The initial fundraising goal is $3.5 million, which will cover construction costs (estimated by CTA in October, 2010, at $2.7 million) and establish a substantial initial operational/maintenance account. Additional operating funds will come in the form of naming rights, memberships, admissions, sponsorships, advertising and rental/use agreements.

The museum and education center will be operated by the Billings Baseball Preservation Society and owned by the City. The Society will rely upon a combination of paid and volunteer workers. The facility will be open and directly accessible to fans in attendance at baseball games. At time when Dehler Park is not open to the public, the facility will be separately accessible via an entrance on 10th Avenue North.

The building facade will be consistent with that of Dehler Park, while presenting a distinctive appearance intended to attract the crowd in attendance at baseball games. The museum and educational center will feature interactive stations in separate display rooms, an educational venue (mini theater), storage and curator space.

## ALTERNATIVES ANALYZED

Approve the baseball museum concept at Dehler Park; or do not approve the concept.

## FINANCIAL IMPACT

Since the Billings Baseball Preservation Society would be responsible for raising the funds to build, maintain, and operate the baseball museum, there would not be a financial impact to the City.

## RECOMMENDATION

Staff recommends that Council approve the proposed baseball museum concept.

## APPROVED BY CITY ADMINISTRATOR

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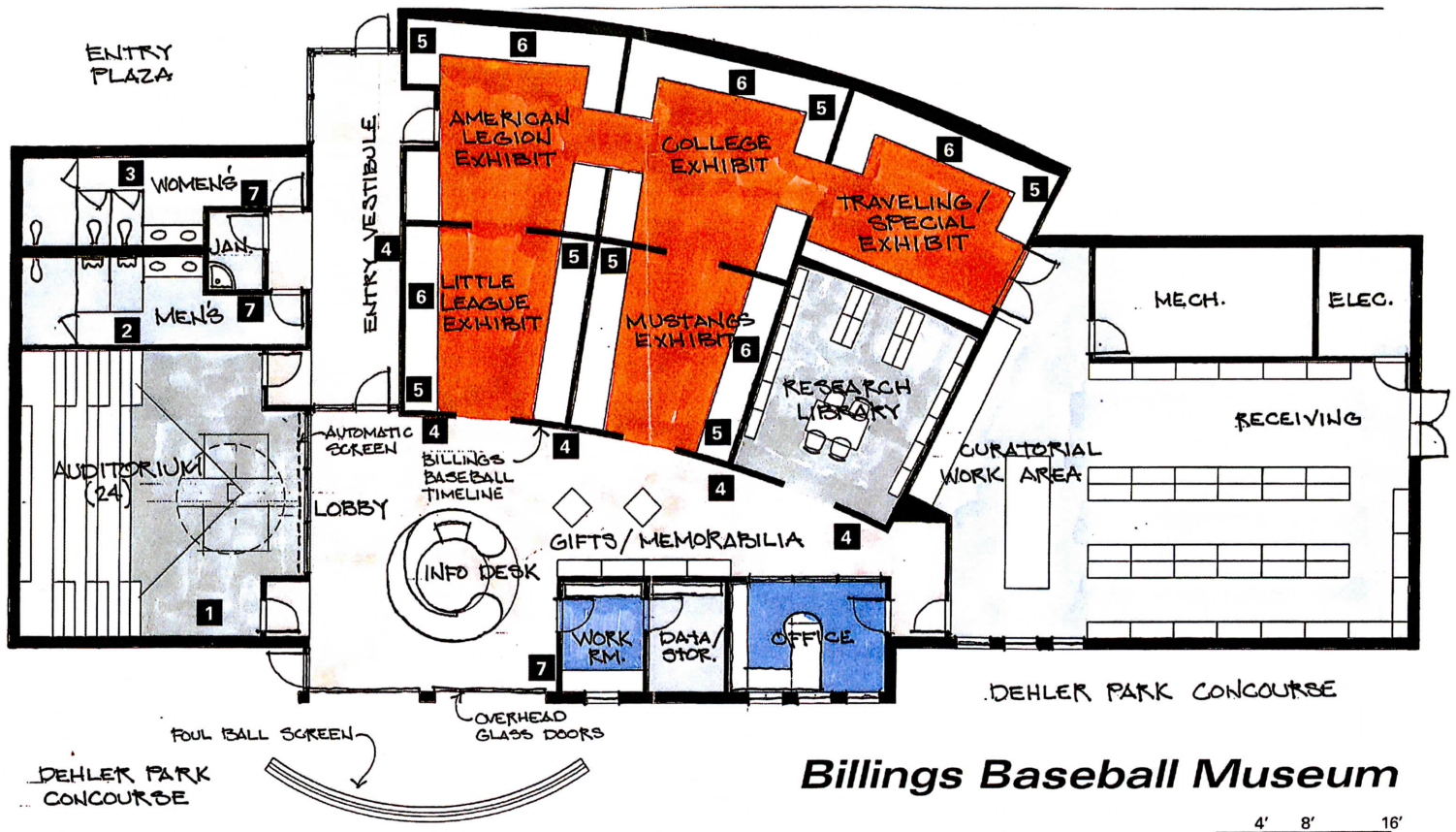
**Attachments**

Museum Layout

Site Plan

Resolution

---

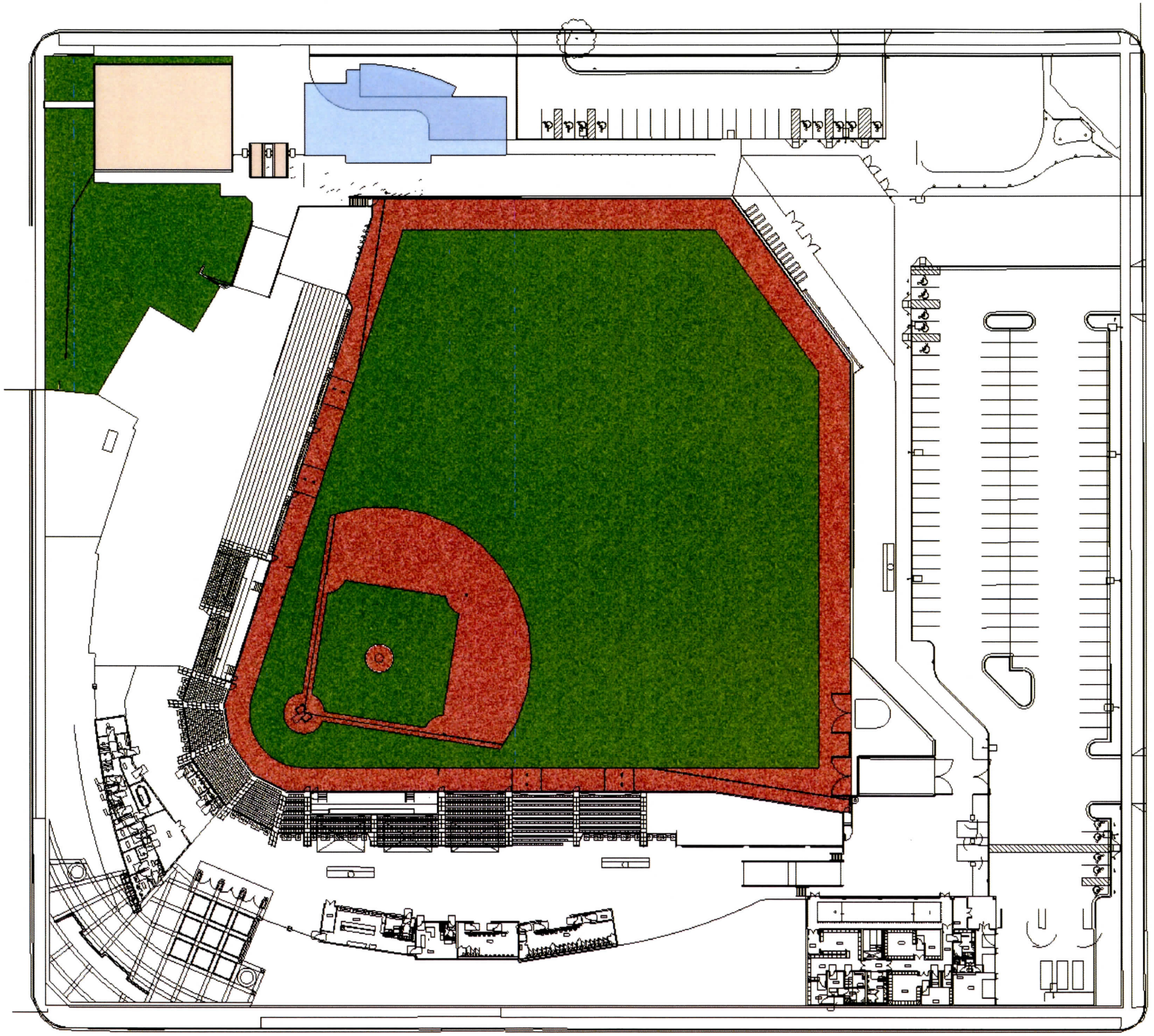



# Billings Baseball Museum

4' 8' 16'
10'

1. Baseball movies - teaching or historical in nature
   Opt. 1 - 12 minutes in length - 4 shows an hour
   Opt. 2 - 17 minutes in length - 3 shows an hour
2. Mural of men in baseball - digital wallpaper
3. Mural of women in baseball - digital wallpaper
4. Billings baseball time line - digital wallpaper
5. Digital wallpaper backgrounds of appropriate images for each group
6. Interactive touch screen monitors with 3 to 5 movies - 30 to 60 seconds in length
7. Display area for team schedules and events

Site Plan



RESOLUTION NO.

A RESOLUTION SUPPORTING THE INTENT OF THE BILLINGS BASEBALL PRESERVATION SOCIETY TO ESTABLISH, OPERATE AND MAINTAIN A BASEBALL MUSEUM AT DEHLER PARK

WHEREAS, the Billings Baseball Preservation Society exists exclusively for the purpose of establishing, operating and maintaining a museum and educational center dedicated to preserving, memorializing and commemorating the history, and promoting the future, of amateur and professional baseball in Billings, Montana; and

WHEREAS, the Billings Baseball Preservation Society has a desire to raise funds for the construction and establishment of a baseball museum of baseball artifacts, works of art, literature, photographs, movies, memorabilia and related materials on the east side of the north entrance to Dehler Park; and

WHEREAS, Dehler Park is a City owned facility and a Baseball Museum structure shall become the property of the City of Billings; and

WHEREAS, the City of Billings will use the donated funds to design and construct the Baseball Museum structure; and

WHEREAS, the Billings Baseball Preservation Society's intent is to enter into a Management Agreement with the City of Billings contingent upon raising the funds within a given period of time to operate the museum at Dehler Park at no cost to the City of Billings;

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

1. To address the historical need for a baseball museum at Dehler Park;
2. To establish a 3-year period with the Billings Baseball Preservation Society for fund raising efforts to commence on March 28, 2011 and expire on March 28, 2014;
3. Shall enter into Development and Management Agreements with the Billings Baseball Preservation Society following the fund raising effort to build and operate the baseball museum at Dehler Park to be owned by the City of Billings and at no cost to the City of Billings.

**PASSED** by the City Council of the City of Billings and **APPROVED** this 28th day of March, 2011.

THE CITY OF BILLINGS

BY: _____

Thomas W. Hanel, Mayor

ATTEST:

BY:_____
Cari Martin, City Clerk

**Consent Item #: 1. O.**

**Regular City Council Meeting**

**Date: 03/28/2011**

**TITLE:** SID 1392 and PMD 4040 Yellowstone Family Park Resolution of Intent to Create District and Set a Public Hearing

**PRESENTED BY:** Mike Whitaker

**Department:** Parks/Rec/Public Lands

---

**Information**

## PROBLEM/ISSUE STATEMENT

The Yellowstone Family Park Master Plan was approved at the February 14, 2011 City Council Meeting. To complete the improvements identifed in the master plan, it was determined that a Special Improvement District (SID) will be formed to provide the funding. Landscape improvements to the park generally include trees, shrubs, turf grass, native vegetation, irrigation system , trails, sidewalk, playground, shelter and related equipment. The Park Benefit District includes 386 properties. If approved, design and construction of the park will begin this fall and be completed next spring. Along with the SID for construction, a Park Maintenance District (PMD) will also be created to fund the ongoing maintenance of the improvements.

## ALTERNATIVES ANALYZED

1. Approve the Resolution of Intent to Create SID1392, PMD 4040 and set a public hearing for April 25, 2011; or
2. Do not approve the Resolution of Intent to Create SID 1392 and PMD 4040.

## FINANCIAL IMPACT

The total estimated costs of the improvements are $1,260,000.00. The costs of the improvements are to be paid from the sale of Special Improvement District bonds.

The cost of maintenance for Yellowstone Family Park will be met by the property owners in the Park Benefit District through the creation of a Park Maintenance District.

## RECOMMENDATION

Staff and the Parks, Recreation and Cemetery Board recommends that Council approve the Resolution of Intent to Create SID 1392, PMD 4040 and set a public hearing date for April 25, 2011.

## APPROVED BY CITY ADMINISTRATOR

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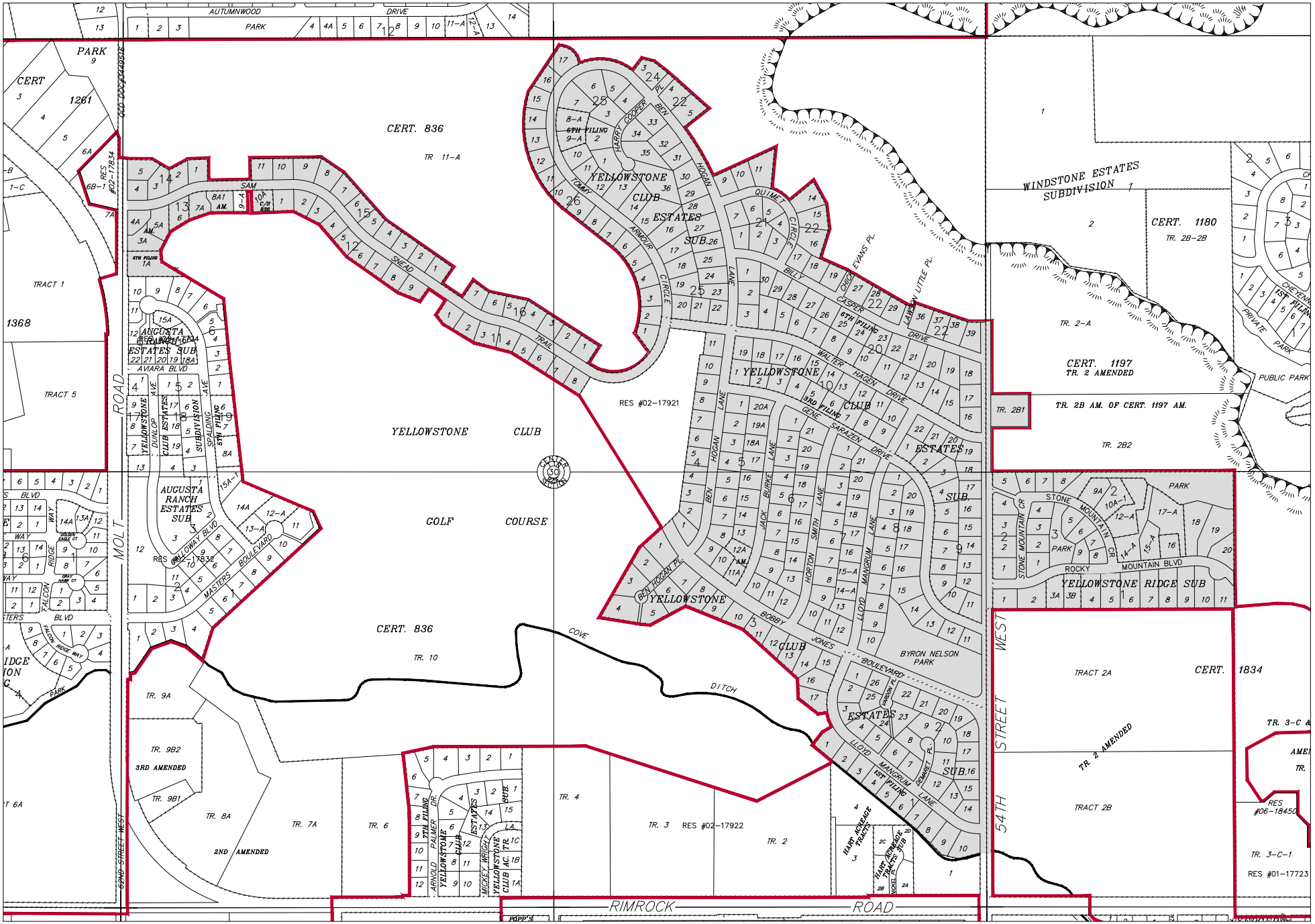
**Attachments**

Attachment A SID 1392 & PMD 4040 Boundary Map

Attachment B Resolution of Intent for SID 1392

Attachment C Resolution fo Intent for PMD 4040

# SID 1392 EXHIBIT "A"



CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the City), hereby certify that the attached resolution is a true copy of Resolution No._____, entitled: **RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. 1392; DECLARING IT TO BE THE INTENTION OF THE CITY COUNCIL TO CREATE THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL IMPROVEMENT DISTRICT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND** (the Resolution" was duly adopted by the City Council of the City at a meeting on March 28, 2011 that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.)

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

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

_____
Cari Martin City Clerk

RESOLUTION NO. 11-_____

RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. 1392; DECLARING IT TO BE THE INTENTION OF THE CITY COUNCIL TO CREATE THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL IMPROVEMENT DISTRICT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND

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

**Section 1. Proposed Improvements; Intention To Create District**. The City proposes to undertake certain local Improvements (the "Improvements") to benefit certain property located in the City. The Improvements consist of the construction of Clubhouse Way, as more particularly described in Section 5. The total estimated costs of the Improvements are $1,260,000.00. The costs of the Improvements are to be paid from Special Improvement District bonds hereinafter described. It is the intention of this Council to create and establish in the City under Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended, a Special Improvement District (the "District") for the purpose of financing costs of the Improvements and paying costs incidental thereto, including costs associated with the sale and the security of Special Improvement District bonds drawn on the District (the "Bonds"), the creation and administration of the District, the funding of a deposit to the City's Special Improvement District Revolving Fund (the "Revolving Fund"). The total estimated costs of the Improvements, including such incidental costs, to be financed by the Bonds are $1,260,000.00. The Bonds are to be payable primarily from special assessments to be levied against property in the District, which property will be specially benefited by the Improvements.

**Section 2. Number of District**. The District, if the same shall be created and established, shall be known and designated as Special Improvement District No. 1392 of the City of Billings, Montana.

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

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

**Section 5. General Character of the Improvements**. The general character of the Improvements, as shown in Exhibit D, is the construction of park improvements in Yellowstone Family Park formally known as Byron Nelson Park within Yellowstone Country Club Estates in accordance with the approved park master plan.

**Section 6. Engineer and Estimated Cost**. The City Parks and Recreation Department will be choosing the landscape architect that will complete design and construction administration for this project. Per the master plan for this park the estimated cost of the Improvements, including all incidental costs, is $1,260,000.00.

**Section 7. Assessment Methods**.

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

**7.1.1 Equal Amount Method**.

Assessment #1 will include the construction of park improvements. All of the properties in the district shown on Exhibit E will be assessed for the park improvements. For the purposes of equitably apportioning special benefit to each lot, tract or parcel of land in the District, as above-mentioned, the Engineer has determined that each lot, tract, or parcel of land, within the district, shall equally bear the costs of the park improvements as set forth in Part III hereto to arrive at an equal cost for the park improvements. The total estimated cost of Assessment #1 is $1,260,000.00 and shall be assessed against each lot, tract, or parcel of land within the District on an equal amount basis based on the bid price to be received. The equal amount assessment is estimated to be $3,264.25.

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

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

**Section 9. Method of Financing; Pledge of Revolving Fund; Findings and Determinations**. The City will issue the Bonds in an aggregate principal amount not to exceed $1,260,000.00 in order to finance the costs of the Improvements. Principal of and interest on the Bonds will be paid from special

assessments levied against the properties in the District. This Council further finds it is in the public interest, and in the best interest of the City and the District, to secure payment of principal of and interest on the Bonds by the Revolving Fund and hereby authorizes the city to enter into the undertakings and agreements authorized in Section 7-12-4225 in respect of the Bonds.

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

(a) **Estimated Market Value of Parcels**. The estimated market value of the lots, parcels, or tracts in the District as of the date of adoption of this resolution, as estimated, by the County Assessor for property tax purposes ranges from $20,370.00 to $472,715.00, and is set forth in Exhibit F. The average market value is $176,380.55 with the median being $167,982.00. The special assessments to be levied under Section 7 against each lot, parcel, or tract in the District is less than the increase in estimated value of the lot, parcel, or tract as a result of the construction of the Improvements.

(b) **Diversity of Property Ownership**. There are a total of 386 properties within the district boundaries. No improvements, public or private, are located on any of the properties within the District. All of the properties are owned by separate owners.

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

(d) **Delinquencies**. An analysis of the amount of delinquencies in the payment of outstanding special assessments or property taxes levied against the properties in the District shows that of 386 properties, zero (0) properties were delinquent, and is set forth in Exhibit E. There are 123 properties that have a past SID that they are currently being assessed for. The SID is for the sanitary sewer and water fees owed to the city once the Yellowstone Country Club Estates was annexed into the city. The current pay offs for the SID that is on the taxes range from $2,637.69 to $6,572.87 and the pay off year is 2024.

(e) **The Public Benefit of the Improvements**. The total estimated costs of the Improvements are $1,260,000. The costs of the Improvements are to be paid from Special Improvement District bonds. Three of the properties are zoned Residential 6000, one is zoned public, and the rest are zoned Residential 9600. The park improvements contemplated under the terms of this proposed district will be constructed in accordance with the Park Master Plan approved by the City Council.

**Section 10. Reimbursement Expenditures.**

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

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

**10.03. Declaration of Intent**. The City reasonably expects to reimburse the expenditures made for costs of the Improvements out of the proceeds of Bonds in an estimated maximum aggregate principal amount of $1,260,000.00 after the date of payment of all or a portion of the costs of the Improvements. All reimbursed expenditures shall be capital expenditures, a cost of issuance of the Bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations.

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

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

**Section 11. Public Hearing Protests**. At any time within fifteen (15) days from and after the date of the first publication of the notice of the passage and approval of this resolution, any owner of real property within the District subject to assessment and taxation for the cost and expense of making the Improvements may make and file with the City Clerk until 5:00 p.m., M.T., on the expiration date of said 15-day period (April 15, 2011), written protest against the proposed Improvements, or against the extension or creation of the District or both, and this Council will at its next regular meeting after the expiration of the fifteen (15) days in which such protests in writing can be made and filed, proceed to hear all such protests so made and filed; which said, regular meeting will be held on Monday the 25th day of April 2011, at 6:30 p.m., in the Council Chambers, at 220 North 27th Street, in Billings, Montana.

**Section 12. Notice of Passage of Resolution of Intention**. The City Clerk is hereby authorized and directed to publish or cause to be published a copy of a notice of the passage of this resolution in the Billings Times, a newspaper of general circulation in the county on March 31 and April 7, 2011, in the form and manner prescribed by law, and to mail or cause to be mailed a copy of said notice to every person, firm, corporation, or the agent of such person, firm, or corporation having real property within the District listed in his or her name upon the last completed assessment roll for state, county, and school district taxes, at his last-known address, on or before the same day such notice is first published.

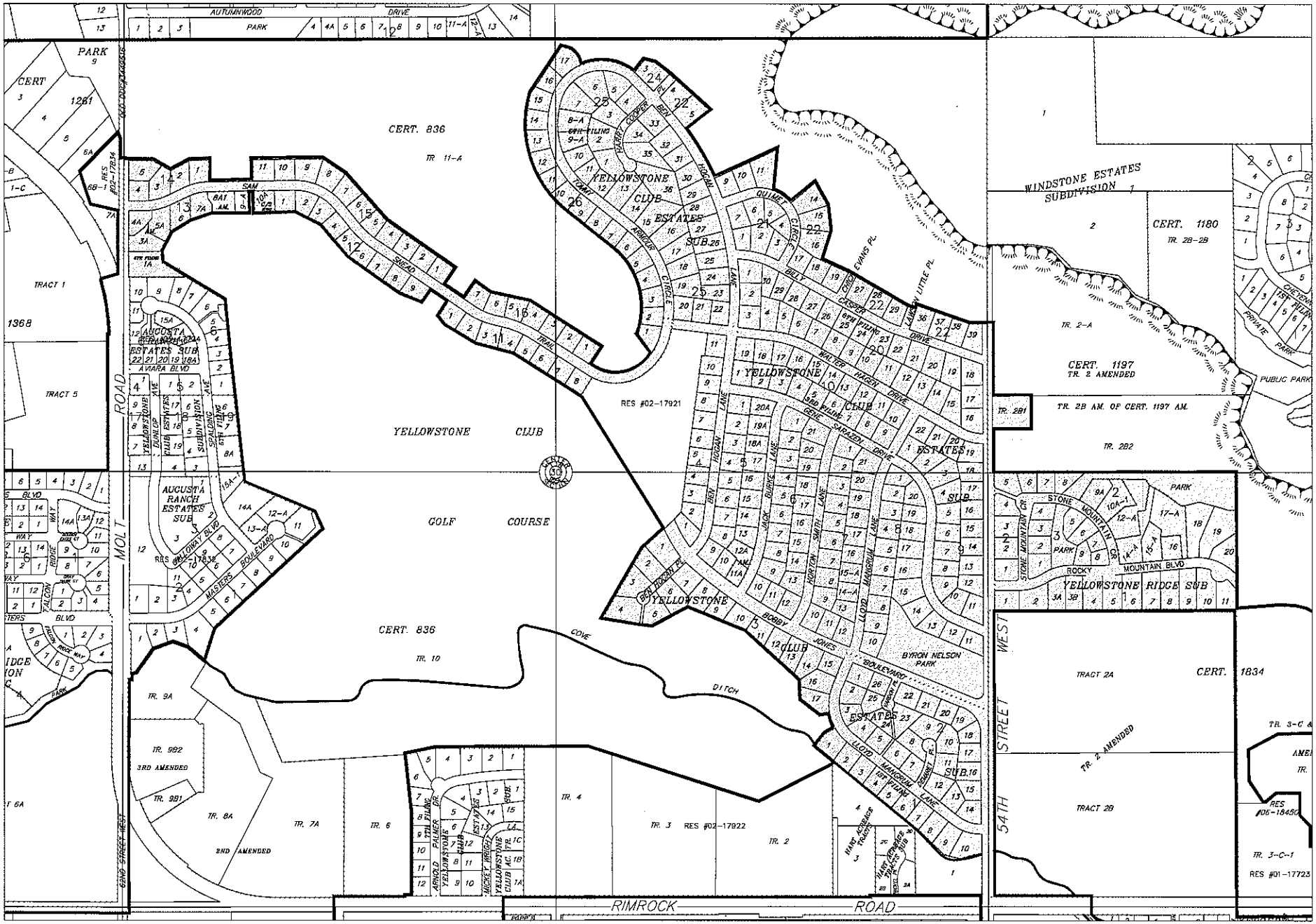
PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this 28th day of March 2011.

_____
Mayor

Attest:

_____
City Clerk

# SID 1392 EXHIBIT "A"



# SID 1392 EXHIBIT B

Yellowstone Club Estates 1st Filing, Recorded August 8, 1960, under Document No. 646375;

Yellowstone Club Estates 2nd Filing, Recorded August 8, 1960, under Document No. 646376;

Lots 14-A & 15-A, Block 7 of Amended Lots 14 & 15, Block 7, Yellowstone Club Estates 2nd Filing, Recorded September 6, 1979, under Document No.1140959;

Lots 18A, 19A & 20A, Block 5 of Amended Plat of Lots 18, 19 & 20, Block 5, Yellowstone Club Estates 2nd Filing, Recorded September 10, 1982, under Document No. 1239812;

Lots 11A & 12A, Block 5 of Amended Plat of Lots 11 & 12, Block 5, Yellowstone Club Estates 2nd Filing, Recorded April 18, 1985, under Document No. 1347440;

Yellowstone Club Estates 3rd Filing, Recorded August 8, 1960, under Document No. 646377;

Yellowstone Club Estates 4th Filing, Recorded August 8, 1960, under Document No. 646378;

Lots 7-A & 8-A-1, Block 13 of Amended Lots 7 & 8-A, Block 13, Yellowstone Club Estates 4th Filing, Recorded May 2, 1986, under Document No. 1391518;

Lots 3-A, 4-A & 5-A, Block 13 of Amended Plat of Lots 3, 4 & 5, Block 13 of, Yellowstone Club Estates 4th Filing, Recorded May 2, 1986, under Document No. 1391519;

Lot 1A, Block 13 of Amended Plat of Lots 1 and 2, Block 13 and Portions of Vacated Spalding Avenue, Yellowstone Club Estates 5th Filing, Recorded October 27, 2004, under Document No. 3309614;

Yellowstone Club Estates 6th Filing, Recorded September 10, 1965, under Document No. 762216, Records of Yellowstone County;

Lots 8-A & 9-A, Block 25 of Amended Lot 8 and 9, Block 25, Yellowstone Club Estates 6th Filing, Recorded June 2, 2005, under Document No. 3335181;

Yellowstone Ridge Subdivision, Recorded May 14, 2003, under Document No. 3230262, Records of Yellowstone County;

Lots 14-A, 15-A & 17-A, Block 2 of Amended Plat of Lots 13, 14, 15 & 17, Block 2, Yellowstone Ridge Subdivision, Recorded October 10, 2006, under Document No. 3396131;

Lots 3A, & 3B, Block 1 of Amended Plat of Lot 3, Block 1, Yellowstone Ridge Subdivision, Recorded February 8, 2007, under Document No. 3410474;

Lot 12-A, Block 2 of Amended Plat of Lots 10, 11 & 12, Block 2, Yellowstone Ridge Subdivision, Recorded June 25, 2007, under Document No. 3427850;

Lots 9A & 10A-1, Block 2 of Amended Plat of Lots 9 & 10-A, Block 2, Yellowstone Ridge Subdivision, Recorded June 10, 2010, under Document No. 3552311;

Tract 10A of Amended Tract 10, Certificate of Survey No. 836, Recorded September 13, 1983, under Document No. 1279839;

Tract 2B1 of Amended Tract 2B, Certificate of Survey No. 1197 Amended, Recorded July 23, 1990, under Document No. 1566690.

All documents on file with the Records of Yellowstone County.

28-Mar-11

# RECOMMENDED BONDING COST ANALYSIS

# SID 1392 - YELLOWSTONE FAMILY PARK

## Park Improvements

| | | |
|---|---|---|
| CONSTRUCTION COSTS | $ | 953,252.06 |
| CONSTRUCTION ADMINISTRATION | | $103,991.13 |
| TOTAL AMOUNT | $ | 1,057,243.19 |
| SID COSTS | | |
| ADMINISTRATION / FINANCE FEES (2.5%) | $ | 31,500.00 |
| ENGINEERING FEE (3.5%) | $ | 44,100.00 |
| SID REVOLVING FUND (5%) | $ | 63,000.00 |
| BOND DISCOUNT FEE (2%) | $ | 25,200.00 |
| ISSUANCE COSTS (3.0%) | $ | 37,800.00 |
| BANK FEES | $ | 1,000.00 |
| ROUNDOFF | $ | 156.81 |
| TOTAL BONDING COST | $ | 1,260,000.00 |

BONDS AWARDED TO:

INTEREST RATE _____ % DATE BONDS ISSUED: _____

_____ BONDS @ $ _____ TOTAL ISSUE $ _____

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

AND SHALL MATURE JANUARY 1, _____ .

APPROVED THIS _____ DAY OF _____ 20 ___ .

| | | |
|---|---|---|
| _____ | _____ | _____ |
| ENGINEER FOR THE DISTRICT | DIRECTOR OF FINANCE | CITY ENGINEER |

# EXHIBIT C

# SID 1392 - Yellowstone Family Park

## ENGINEER'S ESTIMATE OF PROBABLE COST

## All Improvements

This estimate is based on approximate quantities and costs for improvements, complete in-place to Construct Yellowstone Family Park

**ALL ITEMS ARE COMPLETE IN-PLACE**

| ITEM NO. | EST. QTY. | UNIT | DESCRIPTION | UNIT PRICE | Total Cost |
|---|---|---|---|---|---|
| | | | ***Streets & Storm Drain*** | | |
| 100 | 199,452 | SF | Rough Grading | @ $0.12 / SF = $ | 23,934.24 |
| 101 | 1,326 | CY | Top Soil | @ $14.00 / CY = $ | 18,564.00 |
| 102 | 133,627 | SF | Spread Top Soil | @ $0.06 / SF = $ | 8,017.62 |
| 103 | 1 | LS | Berm Development | @ $15,000.00 / LS = $ | 15,000.00 |
| 104 | 199,452 | SF | Fine Grading | @ $0.08 / SF = $ | 15,956.16 |
| 105 | 1 | EA | Park Shelter | @ $45,000.00 / EA = $ | 45,000.00 |
| 106 | 3 | EA | Picnic Tables | @ $2,250.00 / EA = $ | 6,750.00 |
| 107 | 14 | EA | Benches | @ $1,750.00 / EA = $ | 24,500.00 |
| 108 | 1 | EA | Entry Sign - Park Side | @ $8,500.00 / EA = $ | 8,500.00 |
| 109 | 1 | EA | Entry Sign - Neighborhood Side | @ $10,000.00 / EA = $ | 10,000.00 |
| 110 | 14,125 | SF | Concrete Path | @ $4.85 / SF = $ | 68,506.25 |
| 111 | 2,041 | SF | Concrete Plaza | @ $5.95 / SF = $ | 12,143.95 |
| 112 | 1,880 | SF | Poured in Place Play Surface | @ $20.00 / SF = $ | 37,600.00 |
| 113 | 157 | SF | Mulch Ground Cover and Fabric | @ $3.50 / SF = $ | 549.50 |
| 114 | 519 | TON | Block Rock Retaining Wall | @ $200.00 / TON = $ | 103,800.00 |
| 115 | 340 | TON | Site Boulders | @ $225.00 / TON = $ | 76,500.00 |
| 116 | 20 | LF | Concrete Piping 36" Diameter | @ $200.00 / LF = $ | 4,000.00 |
| 117 | 6,655 | SF | Street Demolition | @ $2.50 / SF = $ | 16,637.50 |
| 118 | 3,126 | SF | Asphalt for road | @ $3.95 / SF = $ | 12,347.70 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 119 | 395 | LF | Curb and Gutter | @ | $16.95 | / LF = | $ | 6,695.25 |
| 120 | 1 | LS | Crosswalk Stripping and Ramps | @ | $6,500.00 | / LS = | $ | 6,500.00 |
| 121 | 1 | EA | Tot-Lot Play Structure | @ | $30,000.00 | / EA = | $ | 30,000.00 |
| 122 | 1 | EA | School-age Play Structure | @ | $50,000.00 | / EA = | $ | 50,000.00 |
| 123 | 1 | EA | Basketball Court | @ | $28,000.00 | / EA = | $ | 28,000.00 |
| 124 | 1 | LS | Earth Slide | @ | $8,500.00 | / LS = | $ | 8,500.00 |
| 125 | 6 | EA | Specimen Deciduous Trees | @ | $2,750.00 | / EA = | $ | 16,500.00 |
| 126 | 46 | EA | Large Deciduous Trees | @ | $500.00 | / EA = | $ | 23,000.00 |
| 127 | 41 | EA | Small Deciduous Trees | @ | $325.00 | / EA = | $ | 13,325.00 |
| 128 | 16 | EA | Evergreen Trees | @ | $850.00 | / EA = | $ | 13,600.00 |
| 129 | 9,623 | SF | Shrub Area | @ | $7.05 | / SF = | $ | 67,842.15 |
| 130 | 124,004 | SF | Lawn Seeding | @ | $0.26 | / SF = | $ | 32,241.04 |
| 131 | 38,979 | SF | Native Seed | @ | $0.08 | / SF = | $ | 3,118.32 |
| 132 | 688 | LF | Edging | @ | $2.00 | / LF = | $ | 1,376.00 |
| 133 | 1 | LS | Irrigation System Connection | @ | $17,500.00 | / LS = | $ | 17,500.00 |
| 134 | 133,627 | SF | Irrigation System | @ | $0.30 | / SF = | $ | 40,088.10 |
| | | | **Total Construction Costs** | | | = | $ | **866,592.78** |
| | | | **Construction Contingency (10%)** | | | = | $ | **86,659.28** |
| | | | **TOTAL COST OF CONSTRUCTION IMPROVEMENTS** | | | = | $ | **953,252.06** |
| | | | ***Construction & S.I.D. Administrative Costs*** | | | | | |
| | | | **Design and Construction Administration** | | | = | | **$103,991.13** |
| | | | **CONSTRUCTION & ADMINISTRATION SUBTOTAL** | | | = | $ | **1,057,243.19** |
| | | | **Total Bonding Costs** | | | = | $ | **202,756.81** |
| | | | **Total Bond Amount** | | | = | $ | **1,260,000.00** |
| | | | **Total # of Properties to be Assessed** | | | = | | **386.00** |
| | | | **Assessment per Property** | | | = | $ | **3,264.25** |

# EXHIBIT D
# SID 1392
# YELLOWSTONE FAMILY PARK
# PARK IMPROVEMENTS

## PROJECT DESCRIPTION

Special Improvement District No. 1392 shall construct park improvements to Yellowstone Family Park within Yellowstone Country Club formally known as Byron Nelson Park in accordance with the approved Master Plan. The improvements include, but are not limited to, landscaping, trees, shrubs, turfgrass, native vegetation, trails, sidewalk, irrigation system, playground and equipment.

# EXHIBIT E

# SID 1392
# YELLOWSTONE FAMILY PARK

## Park Improvements

| TAX I.D. NUMBER | PREVIOUS SID # | PREVIOUS SID PAY-OFF | DELINQUENT | SID 1392 ASSESSMENT | SID PAY-OFF + DELINQUENT + SID 1392 ASSESSMENT | ESTIMATED MARKET VALUE | ESTIMATED MARKET VALUE AFTER IMPROVEMENTS |
|---|---|---|---|---|---|---|---|
| A30735 | | | | $3,264.25 | $3,264.25 | $287,243.00 | $290,507.25 |
| A30736 | | | | $3,264.25 | $3,264.25 | $312,494.00 | $315,758.25 |
| A30737 | | | | $3,264.25 | $3,264.25 | $214,402.00 | $217,666.25 |
| A30737A | | | | $3,264.25 | $3,264.25 | $48,113.00 | $51,377.25 |
| A30738 | | | | $3,264.25 | $3,264.25 | $44,691.00 | $47,955.25 |
| A30739 | | | | $3,264.25 | $3,264.25 | $209,601.00 | $212,865.25 |
| A30740 | | | | $3,264.25 | $3,264.25 | $249,722.00 | $252,986.25 |
| A30741 | | | | $3,264.25 | $3,264.25 | $235,313.00 | $238,577.25 |
| A30742 | | | | $3,264.25 | $3,264.25 | $344,362.00 | $347,626.25 |
| A30743 | | | | $3,264.25 | $3,264.25 | $417,873.00 | $421,137.25 |
| A30744 | | | | $3,264.25 | $3,264.25 | $321,340.00 | $324,604.25 |
| A30745 | | | | $3,264.25 | $3,264.25 | $45,390.00 | $48,654.25 |
| A30746 | | | | $3,264.25 | $3,264.25 | $270,709.00 | $273,973.25 |
| A30747 | | | | $3,264.25 | $3,264.25 | $225,600.00 | $228,864.25 |
| A30748 | | | | $3,264.25 | $3,264.25 | $203,819.00 | $207,083.25 |
| A30749 | | | | $3,264.25 | $3,264.25 | $219,808.00 | $223,072.25 |
| A30750 | | | | $3,264.25 | $3,264.25 | $43,143.00 | $46,407.25 |
| A30751 | | | | $3,264.25 | $3,264.25 | $195,004.00 | $198,268.25 |
| A30752 | | | | $3,264.25 | $3,264.25 | $181,795.00 | $185,059.25 |
| A30753 | | | | $3,264.25 | $3,264.25 | $230,024.00 | $233,288.25 |
| A30754 | | | | $3,264.25 | $3,264.25 | $395,916.00 | $399,180.25 |
| A30755 | | | | $3,264.25 | $3,264.25 | $236,869.00 | $240,133.25 |
| A30757 | | | | $3,264.25 | $3,264.25 | $472,715.00 | $475,979.25 |
| A30759 | | | | $3,264.25 | $3,264.25 | $341,789.00 | $345,053.25 |
| A30760 | | | | $3,264.25 | $3,264.25 | $427,883.00 | $431,147.25 |
| A30761 | | | | $3,264.25 | $3,264.25 | $213,555.00 | $216,819.25 |
| A30762 | | | | $3,264.25 | $3,264.25 | $68,853.00 | $72,117.25 |
| A30763 | | | | $3,264.25 | $3,264.25 | $393,743.00 | $397,007.25 |
| A30764 | | | | $3,264.25 | $3,264.25 | $261,870.00 | $265,134.25 |
| A30765 | | | | $3,264.25 | $3,264.25 | $271,818.00 | $275,082.25 |
| A30766 | | | | $3,264.25 | $3,264.25 | $230,333.00 | $233,597.25 |
| A30767 | | | | $3,264.25 | $3,264.25 | $244,981.00 | $248,245.25 |
| A30768 | | | | $3,264.25 | $3,264.25 | $288,145.00 | $291,409.25 |
| A30769 | | | | $3,264.25 | $3,264.25 | $34,668.00 | $37,932.25 |
| A30770 | | | | $3,264.25 | $3,264.25 | $37,511.00 | $40,775.25 |
| A30771 | | | | $3,264.25 | $3,264.25 | $208,858.00 | $212,122.25 |

| TAX I.D. NUMBER | PREVIOUS SID # | PREVIOUS SID PAY-OFF | DELINQUENT | SID 1392 ASSESSMENT | SID PAY-OFF + DELINQUENT + SID 1392 ASSESSMENT | ESTIMATED MARKET VALUE | ESTIMATED MARKET VALUE AFTER IMPROVEMENTS |
|---|---|---|---|---|---|---|---|
| A30772 | | | | $3,264.25 | $3,264.25 | $160,119.00 | $163,383.25 |
| A30773 | | | | $3,264.25 | $3,264.25 | $205,856.00 | $209,120.25 |
| A30774 | | | | $3,264.25 | $3,264.25 | $31,822.00 | $35,086.25 |
| C03212 | | | | $3,264.25 | $3,264.25 | $148,454.00 | $151,718.25 |
| C03213 | | | | $3,264.25 | $3,264.25 | $168,145.00 | $171,409.25 |
| C03214 | | | | $3,264.25 | $3,264.25 | $174,780.00 | $178,044.25 |
| C03215 | | | | $3,264.25 | $3,264.25 | $127,670.00 | $130,934.25 |
| C03216 | | | | $3,264.25 | $3,264.25 | $147,817.00 | $151,081.25 |
| C03217 | | | | $3,264.25 | $3,264.25 | $125,150.00 | $128,414.25 |
| C03218 | 1384 | $3,491.13 | | $3,264.25 | $6,755.38 | $132,820.00 | $136,084.25 |
| C03219 | | | | $3,264.25 | $3,264.25 | $153,404.00 | $156,668.25 |
| C03220 | 1384 | $4,176.28 | | $3,264.25 | $7,440.53 | $118,556.00 | $121,820.25 |
| C03221 | | | | $3,264.25 | $3,264.25 | $150,338.00 | $153,602.25 |
| C03222 | 1384 | $3,251.40 | | $3,264.25 | $6,515.65 | $93,951.00 | $97,215.25 |
| C03223 | 1384 | $3,205.63 | | $3,264.25 | $6,469.88 | $160,242.00 | $163,506.25 |
| C03224 | 1384 | $5,083.98 | | $3,264.25 | $8,348.23 | $118,253.00 | $121,517.25 |
| C03225 | 1384 | $3,270.68 | | $3,264.25 | $6,534.93 | $118,011.00 | $121,275.25 |
| C03226 | | | | $3,264.25 | $3,264.25 | $127,708.00 | $130,972.25 |
| C03227 | 1384 | $3,261.17 | | $3,264.25 | $6,525.42 | $136,887.00 | $140,151.25 |
| C03228 | | | | $3,264.25 | $3,264.25 | $153,544.00 | $156,808.25 |
| C03229 | | | | $3,264.25 | $3,264.25 | $123,758.00 | $127,022.25 |
| C03230 | 1384 | $4,071.88 | | $3,264.25 | $7,336.13 | $172,197.00 | $175,461.25 |
| C03231 | | | | $3,264.25 | $3,264.25 | $145,374.00 | $148,638.25 |
| C03232 | 1384 | $3,620.77 | | $3,264.25 | $6,885.02 | $167,819.00 | $171,083.25 |
| C03233 | 1384 | $3,527.62 | | $3,264.25 | $6,791.87 | $156,670.00 | $159,934.25 |
| C03234 | | | | $3,264.25 | $3,264.25 | $105,949.00 | $109,213.25 |
| C03235 | | | | $3,264.25 | $3,264.25 | $139,832.00 | $143,096.25 |
| C03236 | 1384 | $3,255.94 | | $3,264.25 | $6,520.19 | $124,684.00 | $127,948.25 |
| C03237 | | | | $3,264.25 | $3,264.25 | $123,818.00 | $127,082.25 |
| C03238 | | | | $3,264.25 | $3,264.25 | $143,034.00 | $146,298.25 |
| C03239 | | | | $3,264.25 | $3,264.25 | $38,326.00 | $41,590.25 |
| C03240 | 1384 | $3,234.44 | | $3,264.25 | $6,498.69 | $166,087.00 | $169,351.25 |
| C03241 | | | | $3,264.25 | $3,264.25 | $126,885.00 | $130,149.25 |
| C03242 | 1384 | $3,173.22 | | $3,264.25 | $6,437.47 | $158,425.00 | $161,689.25 |
| C03243 | | | | $3,264.25 | $3,264.25 | $187,688.00 | $190,952.25 |
| C03244 | 1384 | $3,953.32 | | $3,264.25 | $7,217.57 | $144,975.00 | $148,239.25 |
| C03245 | 1384 | $3,409.05 | | $3,264.25 | $6,673.30 | $138,068.00 | $141,332.25 |
| C03246 | 1384 | $3,345.07 | | $3,264.25 | $6,609.32 | $120,492.00 | $123,756.25 |
| C03247 | | | | $3,264.25 | $3,264.25 | $136,199.00 | $139,463.25 |
| C03248 | | | | $3,264.25 | $3,264.25 | $261,717.00 | $264,981.25 |
| C03249 | | | | $3,264.25 | $3,264.25 | $169,510.00 | $172,774.25 |
| C03250 | | | | $3,264.25 | $3,264.25 | $222,972.00 | $226,236.25 |
| C03251 | | | | $3,264.25 | $3,264.25 | $287,145.00 | $290,409.25 |
| C03252 | 1384 | $5,892.11 | | $3,264.25 | $9,156.36 | $157,652.00 | $160,916.25 |
| C03253 | 1384 | $6,223.72 | | $3,264.25 | $9,487.97 | $189,192.00 | $192,456.25 |
| C03254 | | | | $3,264.25 | $3,264.25 | $183,714.00 | $186,978.25 |
| C03255 | | | | $3,264.25 | $3,264.25 | $209,456.00 | $212,720.25 |

| TAX I.D. NUMBER | PREVIOUS SID # | PREVIOUS SID PAY-OFF | DELINQUENT | SID 1392 ASSESSMENT | SID PAY-OFF + DELINQUENT + SID 1392 ASSESSMENT | ESTIMATED MARKET VALUE | ESTIMATED MARKET VALUE AFTER IMPROVEMENTS |
|---|---|---|---|---|---|---|---|
| C03256 | 1384 | $5,316.98 | | $3,264.25 | $8,581.23 | $161,625.00 | $164,889.25 |
| C03257 | | | | $3,264.25 | $3,264.25 | $299,299.00 | $302,563.25 |
| C03258 | 1384 | $3,277.46 | | $3,264.25 | $6,541.71 | $123,302.00 | $126,566.25 |
| C03259 | | | | $3,264.25 | $3,264.25 | $175,172.00 | $178,436.25 |
| C03260 | | | | $3,264.25 | $3,264.25 | $163,256.00 | $166,520.25 |
| C03261 | 1384 | $4,114.10 | | $3,264.25 | $7,378.35 | $184,271.00 | $187,535.25 |
| C03262 | 1384 | $3,284.10 | | $3,264.25 | $6,548.35 | $155,117.00 | $158,381.25 |
| C03263 | | | | $3,264.25 | $3,264.25 | $169,469.00 | $172,733.25 |
| C03264 | | | | $3,264.25 | $3,264.25 | $259,320.00 | $262,584.25 |
| C03265 | | | | $3,264.25 | $3,264.25 | $215,049.00 | $218,313.25 |
| C03266 | | | | $3,264.25 | $3,264.25 | $148,698.00 | $151,962.25 |
| C03267 | | | | $3,264.25 | $3,264.25 | $195,118.00 | $198,382.25 |
| C03268 | | | | $3,264.25 | $3,264.25 | $167,070.00 | $170,334.25 |
| C03269 | | | | $3,264.25 | $3,264.25 | $173,586.00 | $176,850.25 |
| C03270 | | | | $3,264.25 | $3,264.25 | $205,825.00 | $209,089.25 |
| C03271 | | | | $3,264.25 | $3,264.25 | $166,592.00 | $169,856.25 |
| C03272 | | | | $3,264.25 | $3,264.25 | $173,005.00 | $176,269.25 |
| C03273 | | | | $3,264.25 | $3,264.25 | $156,283.00 | $159,547.25 |
| C03274 | 1384 | $3,188.83 | | $3,264.25 | $6,453.08 | $162,514.00 | $165,778.25 |
| C03275 | | | | $3,264.25 | $3,264.25 | $192,743.00 | $196,007.25 |
| C03276 | | | | $3,264.25 | $3,264.25 | $179,318.00 | $182,582.25 |
| C03276A | | | | $3,264.25 | $3,264.25 | $167,096.00 | $170,360.25 |
| C03276B | 1384 | $3,188.83 | | $3,264.25 | $6,453.08 | $199,826.00 | $203,090.25 |
| C03277 | | | | $3,264.25 | $3,264.25 | $152,512.00 | $155,776.25 |
| C03277A | | | | $3,264.25 | $3,264.25 | $136,362.00 | $139,626.25 |
| C03277B | 1384 | $3,188.83 | | $3,264.25 | $6,453.08 | $152,837.00 | $156,101.25 |
| C03278 | 1384 | $3,188.83 | | $3,264.25 | $6,453.08 | $135,435.00 | $138,699.25 |
| C03278A | 1384 | $3,314.74 | | $3,264.25 | $6,578.99 | $254,111.00 | $257,375.25 |
| C03278B | | | | $3,264.25 | $3,264.25 | $160,278.00 | $163,542.25 |
| C03279 | | | | $3,264.25 | $3,264.25 | $176,413.00 | $179,677.25 |
| C03279A | 1384 | $3,177.53 | | $3,264.25 | $6,441.78 | $139,267.00 | $142,531.25 |
| C03279B | | | | $3,264.25 | $3,264.25 | $168,912.00 | $172,176.25 |
| C03280 | | | | $3,264.25 | $3,264.25 | $222,449.00 | $225,713.25 |
| C03280A | | | | $3,264.25 | $3,264.25 | $133,074.00 | $136,338.25 |
| C03280B | 1384 | $3,188.83 | | $3,264.25 | $6,453.08 | $136,380.00 | $139,644.25 |
| C03280C | | | | $3,264.25 | $3,264.25 | $145,559.00 | $148,823.25 |
| C03281 | | | | $3,264.25 | $3,264.25 | $167,611.00 | $170,875.25 |
| C03281A | | | | $3,264.25 | $3,264.25 | $222,957.00 | $226,221.25 |
| C03281B | 1384 | $3,197.84 | | $3,264.25 | $6,462.09 | $164,999.00 | $168,263.25 |
| C03281C | 1384 | $3,299.87 | | $3,264.25 | $6,564.12 | $146,887.00 | $150,151.25 |
| C03282 | 1384 | $3,670.97 | | $3,264.25 | $6,935.22 | $165,579.00 | $168,843.25 |
| C03282A | | | | $3,264.25 | $3,264.25 | $141,949.00 | $145,213.25 |
| C03282B | | | | $3,264.25 | $3,264.25 | $157,457.00 | $160,721.25 |
| C03283 | | | | $3,264.25 | $3,264.25 | $157,619.00 | $160,883.25 |
| C03283A | | | | $3,264.25 | $3,264.25 | $147,192.00 | $150,456.25 |
| C03283B | | | | $3,264.25 | $3,264.25 | $37,294.00 | $40,558.25 |
| C03284 | 1384 | $2,637.69 | | $3,264.25 | $5,901.94 | $112,768.00 | $116,032.25 |

| TAX I.D. NUMBER | PREVIOUS SID # | PREVIOUS SID PAY-OFF | DELINQUENT | SID 1392 ASSESSMENT | SID PAY-OFF + DELINQUENT + SID 1392 ASSESSMENT | ESTIMATED MARKET VALUE | ESTIMATED MARKET VALUE AFTER IMPROVEMENTS |
|---|---|---|---|---|---|---|---|
| C03284A | 1384 | $3,200.94 | | $3,264.25 | $6,465.19 | $148,018.00 | $151,282.25 |
| C03284B | | | | $3,264.25 | $3,264.25 | $181,534.00 | $184,798.25 |
| C03285 | 1384 | $3,271.76 | | $3,264.25 | $6,536.01 | $182,824.00 | $186,088.25 |
| C03285A | 1384 | $3,294.38 | | $3,264.25 | $6,558.63 | $135,092.00 | $138,356.25 |
| C03285B | 1384 | $3,329.83 | | $3,264.25 | $6,594.08 | $131,523.00 | $134,787.25 |
| C03286 | | | | $3,264.25 | $3,264.25 | $144,410.00 | $147,674.25 |
| C03286A | | | | $3,264.25 | $3,264.25 | $136,359.00 | $139,623.25 |
| C03286B | | | | $3,264.25 | $3,264.25 | $230,390.00 | $233,654.25 |
| C03287 | | | | $3,264.25 | $3,264.25 | $150,962.00 | $154,226.25 |
| C03287A | | | | $3,264.25 | $3,264.25 | $148,420.00 | $151,684.25 |
| C03287B | | | | $3,264.25 | $3,264.25 | $144,954.00 | $148,218.25 |
| C03288 | | | | $3,264.25 | $3,264.25 | $159,674.00 | $162,938.25 |
| C03288A | 1384 | $3,315.62 | | $3,264.25 | $6,579.87 | $140,536.00 | $143,800.25 |
| C03288B | | | | $3,264.25 | $3,264.25 | $200,937.00 | $204,201.25 |
| C03289 | | | | $3,264.25 | $3,264.25 | $221,225.00 | $224,489.25 |
| C03290 | 1384 | $3,185.95 | | $3,264.25 | $6,450.20 | $152,133.00 | $155,397.25 |
| C03290A | | | | $3,264.25 | $3,264.25 | $132,448.00 | $135,712.25 |
| C03290B | 1384 | $3,188.83 | | $3,264.25 | $6,453.08 | $199,806.00 | $203,070.25 |
| C03291 | | | | $3,264.25 | $3,264.25 | $139,389.00 | $142,653.25 |
| C03291A | | | | $3,264.25 | $3,264.25 | $140,677.00 | $143,941.25 |
| C03291B | | | | $3,264.25 | $3,264.25 | $128,857.00 | $132,121.25 |
| C03292 | | | | $3,264.25 | $3,264.25 | $147,716.00 | $150,980.25 |
| C03292A | 1384 | $3,302.99 | | $3,264.25 | $6,567.24 | $174,883.00 | $178,147.25 |
| C03292B | 1384 | $3,221.70 | | $3,264.25 | $6,485.95 | $115,490.00 | $118,754.25 |
| C03293 | 1384 | $3,303.49 | | $3,264.25 | $6,567.74 | $106,355.00 | $109,619.25 |
| C03293A | | | | $3,264.25 | $3,264.25 | $114,158.00 | $117,422.25 |
| C03294 | | | | $3,264.25 | $3,264.25 | $170,384.00 | $173,648.25 |
| C03295 | | | | $3,264.25 | $3,264.25 | $158,123.00 | $161,387.25 |
| C03296 | 1384 | $3,108.05 | | $3,264.25 | $6,372.30 | $161,025.00 | $164,289.25 |
| C03297 | | | | $3,264.25 | $3,264.25 | $227,070.00 | $230,334.25 |
| C03298 | | | | $3,264.25 | $3,264.25 | $155,298.00 | $158,562.25 |
| C03299 | | | | $3,264.25 | $3,264.25 | $189,046.00 | $192,310.25 |
| C03300 | | | | $3,264.25 | $3,264.25 | $178,326.00 | $181,590.25 |
| C03301 | | | | $3,264.25 | $3,264.25 | $239,088.00 | $242,352.25 |
| C03302 | 1384 | $3,788.10 | | $3,264.25 | $7,052.35 | $311,014.00 | $314,278.25 |
| C03303 | | | | $3,264.25 | $3,264.25 | $152,454.00 | $155,718.25 |
| C03304 | | | | $3,264.25 | $3,264.25 | $133,578.00 | $136,842.25 |
| C03305 | | | | $3,264.25 | $3,264.25 | $231,967.00 | $235,231.25 |
| C03306 | 1384 | $3,280.03 | | $3,264.25 | $6,544.28 | $149,512.00 | $152,776.25 |
| C03307 | | | | $3,264.25 | $3,264.25 | $195,107.00 | $198,371.25 |
| C03308 | | | | $3,264.25 | $3,264.25 | $154,068.00 | $157,332.25 |
| C03309 | | | | $3,264.25 | $3,264.25 | $214,227.00 | $217,491.25 |
| C03310 | | | | $3,264.25 | $3,264.25 | $201,297.00 | $204,561.25 |
| C03311 | | | | $3,264.25 | $3,264.25 | $320,289.00 | $323,553.25 |
| C03312 | | | | $3,264.25 | $3,264.25 | $158,991.00 | $162,255.25 |
| C03313 | 1384 | $3,322.02 | | $3,264.25 | $6,586.27 | $111,139.00 | $114,403.25 |
| C03314 | | | | $3,264.25 | $3,264.25 | $139,367.00 | $142,631.25 |

| TAX I.D. NUMBER | PREVIOUS SID # | PREVIOUS SID PAY-OFF | DELINQUENT | SID 1392 ASSESSMENT | SID PAY-OFF + DELINQUENT + SID 1392 ASSESSMENT | ESTIMATED MARKET VALUE | ESTIMATED MARKET VALUE AFTER IMPROVEMENTS |
|---|---|---|---|---|---|---|---|
| C03315 | 1384 | $3,496.99 | | $3,264.25 | $6,761.24 | $103,814.00 | $107,078.25 |
| C03316 | 1384 | $3,932.19 | | $3,264.25 | $7,196.44 | $167,801.00 | $171,065.25 |
| C03317 | | | | $3,264.25 | $3,264.25 | $184,534.00 | $187,798.25 |
| C03318 | | | | $3,264.25 | $3,264.25 | $181,214.00 | $184,478.25 |
| C03319 | | | | $3,264.25 | $3,264.25 | $176,349.00 | $179,613.25 |
| C03320 | | | | $3,264.25 | $3,264.25 | $132,652.00 | $135,916.25 |
| C03321 | 1384 | $3,482.53 | | $3,264.25 | $6,746.78 | $183,894.00 | $187,158.25 |
| C03322 | 1384 | $3,454.78 | | $3,264.25 | $6,719.03 | $202,623.00 | $205,887.25 |
| C03323 | | | | $3,264.25 | $3,264.25 | $169,939.00 | $173,203.25 |
| C03323A | | | | $3,264.25 | $3,264.25 | $226,842.00 | $230,106.25 |
| C03324 | | | | $3,264.25 | $3,264.25 | $199,382.00 | $202,646.25 |
| C03325 | 1384 | $3,818.96 | | $3,264.25 | $7,083.21 | $164,511.00 | $167,775.25 |
| C03326 | | | | $3,264.25 | $3,264.25 | $145,981.00 | $149,245.25 |
| C03327 | 1384 | $3,429.88 | | $3,264.25 | $6,694.13 | $219,706.00 | $222,970.25 |
| C03328 | | | | $3,264.25 | $3,264.25 | $130,332.00 | $133,596.25 |
| C03329 | | | | $3,264.25 | $3,264.25 | $155,093.00 | $158,357.25 |
| C03330 | 1384 | $3,485.91 | | $3,264.25 | $6,750.16 | $158,930.00 | $162,194.25 |
| C03331 | | | | $3,264.25 | $3,264.25 | $175,926.00 | $179,190.25 |
| C03331A | | | | $3,264.25 | $3,264.25 | $144,651.00 | $147,915.25 |
| C03331B | 1384 | $3,354.08 | | $3,264.25 | $6,618.33 | $191,838.00 | $195,102.25 |
| C03332 | | | | $3,264.25 | $3,264.25 | $149,147.00 | $152,411.25 |
| C03332A | | | | $3,264.25 | $3,264.25 | $178,934.00 | $182,198.25 |
| C03332B | | | | $3,264.25 | $3,264.25 | $154,956.00 | $158,220.25 |
| C03333 | 1384 | $3,188.83 | | $3,264.25 | $6,453.08 | $194,964.00 | $198,228.25 |
| C03333A | | | | $3,264.25 | $3,264.25 | $239,896.00 | $243,160.25 |
| C03334 | 1384 | $3,414.65 | | $3,264.25 | $6,678.90 | $179,172.00 | $182,436.25 |
| C03335 | 1384 | $3,362.00 | | $3,264.25 | $6,626.25 | $178,610.00 | $181,874.25 |
| C03336 | | | | $3,264.25 | $3,264.25 | $237,992.00 | $241,256.25 |
| C03337 | | | | $3,264.25 | $3,264.25 | $131,884.00 | $135,148.25 |
| C03338 | | | | $3,264.25 | $3,264.25 | $210,569.00 | $213,833.25 |
| C03339 | | | | $3,264.25 | $3,264.25 | $203,517.00 | $206,781.25 |
| C03340 | 1384 | $3,409.57 | | $3,264.25 | $6,673.82 | $231,600.00 | $234,864.25 |
| C03340A | | | | $3,264.25 | $3,264.25 | $129,606.00 | $132,870.25 |
| C03340B | | | | $3,264.25 | $3,264.25 | $152,050.00 | $155,314.25 |
| C03340C | | | | $3,264.25 | $3,264.25 | $194,379.00 | $197,643.25 |
| C03341 | 1384 | $3,329.55 | | $3,264.25 | $6,593.80 | $171,077.00 | $174,341.25 |
| C03341A | | | | $3,264.25 | $3,264.25 | $165,161.00 | $168,425.25 |
| C03341B | | | | $3,264.25 | $3,264.25 | $136,039.00 | $139,303.25 |
| C03342 | 1384 | $3,329.55 | | $3,264.25 | $6,593.80 | $174,717.00 | $177,981.25 |
| C03343 | | | | $3,264.25 | $3,264.25 | $154,129.00 | $157,393.25 |
| C03343A | 1384 | $3,188.83 | | $3,264.25 | $6,453.08 | $128,678.00 | $131,942.25 |
| C03344 | 1384 | $3,188.83 | | $3,264.25 | $6,453.08 | $166,127.00 | $169,391.25 |
| C03345 | 1384 | $3,188.83 | | $3,264.25 | $6,453.08 | $198,043.00 | $201,307.25 |
| C03345A | | | | $3,264.25 | $3,264.25 | $188,391.00 | $191,655.25 |
| C03345B | | | | $3,264.25 | $3,264.25 | $157,053.00 | $160,317.25 |
| C03346 | | | | $3,264.25 | $3,264.25 | $181,795.00 | $185,059.25 |
| C03346A | | | | $3,264.25 | $3,264.25 | $161,772.00 | $165,036.25 |

| TAX I.D. NUMBER | PREVIOUS SID # | PREVIOUS SID PAY-OFF | DELINQUENT | SID 1392 ASSESSMENT | SID PAY-OFF + DELINQUENT + SID 1392 ASSESSMENT | ESTIMATED MARKET VALUE | ESTIMATED MARKET VALUE AFTER IMPROVEMENTS |
|---|---|---|---|---|---|---|---|
| C03346B | 1384 | $5,011.41 | | $3,264.25 | $8,275.66 | $145,358.00 | $148,622.25 |
| C03347 | | | | $3,264.25 | $3,264.25 | $163,647.00 | $166,911.25 |
| C03348 | 1384 | $3,287.20 | | $3,264.25 | $6,551.45 | $163,302.00 | $166,566.25 |
| C03349 | | | | $3,264.25 | $3,264.25 | $186,641.00 | $189,905.25 |
| C03350 | | | | $3,264.25 | $3,264.25 | $216,936.00 | $220,200.25 |
| C03350A | | | | $3,264.25 | $3,264.25 | $167,436.00 | $170,700.25 |
| C03351 | | | | $3,264.25 | $3,264.25 | $180,902.00 | $184,166.25 |
| C03352 | 1384 | $3,254.62 | | $3,264.25 | $6,518.87 | $189,194.00 | $192,458.25 |
| C03353 | | | | $3,264.25 | $3,264.25 | $199,022.00 | $202,286.25 |
| C03354 | | | | $3,264.25 | $3,264.25 | $48,800.00 | $52,064.25 |
| C03355 | 1384 | $3,254.62 | | $3,264.25 | $6,518.87 | $167,473.00 | $170,737.25 |
| C03356 | | | | $3,264.25 | $3,264.25 | $145,372.00 | $148,636.25 |
| C03357 | | | | $3,264.25 | $3,264.25 | $169,754.00 | $173,018.25 |
| C03358 | | | | $3,264.25 | $3,264.25 | $172,580.00 | $175,844.25 |
| C03359 | | | | $3,264.25 | $3,264.25 | $186,412.00 | $189,676.25 |
| C03360 | | | | $3,264.25 | $3,264.25 | $178,264.00 | $181,528.25 |
| C03361 | 1384 | $3,254.62 | | $3,264.25 | $6,518.87 | $198,228.00 | $201,492.25 |
| C03362 | | | | $3,264.25 | $3,264.25 | $189,201.00 | $192,465.25 |
| C03363 | | | | $3,264.25 | $3,264.25 | $160,230.00 | $163,494.25 |
| C03364 | 1384 | $6,572.87 | | $3,264.25 | $9,837.12 | $313,513.00 | $316,777.25 |
| C03367 | 1384 | $3,463.54 | | $3,264.25 | $6,727.79 | $175,789.00 | $179,053.25 |
| C03373 | | | | $3,264.25 | $3,264.25 | $20,370.00 | $23,634.25 |
| C03373A | | | | $3,264.25 | $3,264.25 | $22,919.00 | $26,183.25 |
| C03373B | | | | $3,264.25 | $3,264.25 | $25,131.00 | $28,395.25 |
| C03373C | | | | $3,264.25 | $3,264.25 | $38,062.00 | $41,326.25 |
| C03373D | | | | $3,264.25 | $3,264.25 | $22,833.00 | $26,097.25 |
| C03374 | | | | $3,264.25 | $3,264.25 | $177,322.00 | $180,586.25 |
| C03374A | | | | $3,264.25 | $3,264.25 | $138,176.00 | $141,440.25 |
| C03374B | 1384 | $3,254.62 | | $3,264.25 | $6,518.87 | $156,268.00 | $159,532.25 |
| C03374C | | | | $3,264.25 | $3,264.25 | $166,127.00 | $169,391.25 |
| C03375 | 1384 | $3,267.53 | | $3,264.25 | $6,531.78 | $123,778.00 | $127,042.25 |
| C03376 | | | | $3,264.25 | $3,264.25 | $37,465.00 | $40,729.25 |
| C03377 | | | | $3,264.25 | $3,264.25 | $279,625.00 | $282,889.25 |
| C03377A | 1384 | $3,805.42 | | $3,264.25 | $7,069.67 | $178,490.00 | $181,754.25 |
| C03377B | | | | $3,264.25 | $3,264.25 | $312,005.00 | $315,269.25 |
| C03377C | 1384 | $3,336.07 | | $3,264.25 | $6,600.32 | $150,641.00 | $153,905.25 |
| C03377D | | | | $3,264.25 | $3,264.25 | $169,051.00 | $172,315.25 |
| C03378 | | | | $3,264.25 | $3,264.25 | $166,250.00 | $169,514.25 |
| C03379 | 1384 | $3,254.62 | | $3,264.25 | $6,518.87 | $115,791.00 | $119,055.25 |
| C03380 | 1384 | $3,254.62 | | $3,264.25 | $6,518.87 | $136,807.00 | $140,071.25 |
| C03381 | | | | $3,264.25 | $3,264.25 | $177,220.00 | $180,484.25 |
| C03381A | | | | $3,264.25 | $3,264.25 | $166,729.00 | $169,993.25 |
| C03382 | 1384 | $3,184.30 | | $3,264.25 | $6,448.55 | $170,163.00 | $173,427.25 |
| C03383 | 1384 | $3,184.30 | | $3,264.25 | $6,448.55 | $132,128.00 | $135,392.25 |
| C05693 | 1384 | $3,685.30 | | $3,264.25 | $6,949.55 | $249,029.00 | $252,293.25 |
| C05694 | 1384 | $3,422.59 | | $3,264.25 | $6,686.84 | $170,684.00 | $173,948.25 |
| C05695 | 1384 | $3,599.44 | | $3,264.25 | $6,863.69 | $190,288.00 | $193,552.25 |

| TAX I.D. NUMBER | PREVIOUS SID # | PREVIOUS SID PAY-OFF | DELINQUENT | SID 1392 ASSESSMENT | SID PAY-OFF + DELINQUENT + SID 1392 ASSESSMENT | ESTIMATED MARKET VALUE | ESTIMATED MARKET VALUE AFTER IMPROVEMENTS |
|---|---|---|---|---|---|---|---|
| C05696 | | | | $3,264.25 | $3,264.25 | $164,391.00 | $167,655.25 |
| C05697 | 1384 | $3,918.54 | | $3,264.25 | $7,182.79 | $173,648.00 | $176,912.25 |
| C05698 | | | | $3,264.25 | $3,264.25 | $144,869.00 | $148,133.25 |
| C05699 | 1384 | $3,360.97 | | $3,264.25 | $6,625.22 | $109,521.00 | $112,785.25 |
| C05700 | 1384 | $3,399.13 | | $3,264.25 | $6,663.38 | $141,988.00 | $145,252.25 |
| C05701 | | | | $3,264.25 | $3,264.25 | $142,997.00 | $146,261.25 |
| C05702 | | | | $3,264.25 | $3,264.25 | $213,008.00 | $216,272.25 |
| C05703 | | | | $3,264.25 | $3,264.25 | $170,303.00 | $173,567.25 |
| C05704 | | | | $3,264.25 | $3,264.25 | $113,494.00 | $116,758.25 |
| C05705 | 1384 | $3,889.87 | | $3,264.25 | $7,154.12 | $159,533.00 | $162,797.25 |
| C05706 | | | | $3,264.25 | $3,264.25 | $133,349.00 | $136,613.25 |
| C05707 | | | | $3,264.25 | $3,264.25 | $156,105.00 | $159,369.25 |
| C05708 | | | | $3,264.25 | $3,264.25 | $268,629.00 | $271,893.25 |
| C05709 | 1384 | $3,505.48 | | $3,264.25 | $6,769.73 | $121,016.00 | $124,280.25 |
| C05710 | | | | $3,264.25 | $3,264.25 | $151,711.00 | $154,975.25 |
| C05711 | 1384 | $4,247.53 | | $3,264.25 | $7,511.78 | $200,788.00 | $204,052.25 |
| C05712 | 1384 | $3,929.33 | | $3,264.25 | $7,193.58 | $184,618.00 | $187,882.25 |
| C05713 | 1384 | $3,540.92 | | $3,264.25 | $6,805.17 | $163,726.00 | $166,990.25 |
| C05714 | 1384 | $3,403.43 | | $3,264.25 | $6,667.68 | $186,574.00 | $189,838.25 |
| C05715 | | | | $3,264.25 | $3,264.25 | $175,967.00 | $179,231.25 |
| C05716 | 1384 | $3,399.13 | | $3,264.25 | $6,663.38 | $151,608.00 | $154,872.25 |
| C05717 | 1384 | $3,399.13 | | $3,264.25 | $6,663.38 | $113,755.00 | $117,019.25 |
| C05718 | 1384 | $3,399.13 | | $3,264.25 | $6,663.38 | $192,926.00 | $196,190.25 |
| C05719 | 1384 | $5,227.20 | | $3,264.25 | $8,491.45 | $175,686.00 | $178,950.25 |
| C05720 | | | | $3,264.25 | $3,264.25 | $246,504.00 | $249,768.25 |
| C05721 | | | | $3,264.25 | $3,264.25 | $183,367.00 | $186,631.25 |
| C05722 | | | | $3,264.25 | $3,264.25 | $191,497.00 | $194,761.25 |
| C05723 | 1384 | $3,407.22 | | $3,264.25 | $6,671.47 | $154,648.00 | $157,912.25 |
| C05724 | | | | $3,264.25 | $3,264.25 | $184,421.00 | $187,685.25 |
| C05725 | | | | $3,264.25 | $3,264.25 | $193,555.00 | $196,819.25 |
| C05726 | | | | $3,264.25 | $3,264.25 | $272,078.00 | $275,342.25 |
| C05727 | | | | $3,264.25 | $3,264.25 | $262,502.00 | $265,766.25 |
| C05728 | 1384 | $3,476.03 | | $3,264.25 | $6,740.28 | $129,684.00 | $132,948.25 |
| C05729 | | | | $3,264.25 | $3,264.25 | $205,614.00 | $208,878.25 |
| C05730 | 1384 | $3,651.52 | | $3,264.25 | $6,915.77 | $288,733.00 | $291,997.25 |
| C05731 | 1384 | $3,964.51 | | $3,264.25 | $7,228.76 | $168,588.00 | $171,852.25 |
| C05732 | | | | $3,264.25 | $3,264.25 | $131,723.00 | $134,987.25 |
| C05733 | | | | $3,264.25 | $3,264.25 | $148,101.00 | $151,365.25 |
| C05734 | 1384 | $4,453.28 | | $3,264.25 | $7,717.53 | $232,161.00 | $235,425.25 |
| C05735 | 1384 | $4,074.52 | | $3,264.25 | $7,338.77 | $133,923.00 | $137,187.25 |
| C05736 | | | | $3,264.25 | $3,264.25 | $47,998.00 | $51,262.25 |
| C05737 | 1384 | $6,088.34 | | $3,264.25 | $9,352.59 | $156,955.00 | $160,219.25 |
| C05738 | 1384 | $5,203.22 | | $3,264.25 | $8,467.47 | $125,252.00 | $128,516.25 |
| C05739 | | | | $3,264.25 | $3,264.25 | $143,460.00 | $146,724.25 |
| C05740 | 1384 | $3,403.31 | | $3,264.25 | $6,667.56 | $235,942.00 | $239,206.25 |
| C05741 | | | | $3,264.25 | $3,264.25 | $197,519.00 | $200,783.25 |
| C05742 | 1384 | $3,246.19 | | $3,264.25 | $6,510.44 | $122,206.00 | $125,470.25 |

| TAX I.D. NUMBER | PREVIOUS SID # | PREVIOUS SID PAY-OFF | DELINQUENT | SID 1392 ASSESSMENT | SID PAY-OFF + DELINQUENT + SID 1392 ASSESSMENT | ESTIMATED MARKET VALUE | ESTIMATED MARKET VALUE AFTER IMPROVEMENTS |
|---|---|---|---|---|---|---|---|
| C05743 | | | | $3,264.25 | $3,264.25 | $124,526.00 | $127,790.25 |
| C05744 | | | | $3,264.25 | $3,264.25 | $171,187.00 | $174,451.25 |
| C05745 | | | | $3,264.25 | $3,264.25 | $263,207.00 | $266,471.25 |
| C05746 | 1384 | $3,368.66 | | $3,264.25 | $6,632.91 | $200,871.00 | $204,135.25 |
| C05747 | | | | $3,264.25 | $3,264.25 | $286,675.00 | $289,939.25 |
| C05748 | 1384 | $3,892.21 | | $3,264.25 | $7,156.46 | $149,936.00 | $153,200.25 |
| C05749 | 1384 | $3,990.07 | | $3,264.25 | $7,254.32 | $154,020.00 | $157,284.25 |
| C05750 | | | | $3,264.25 | $3,264.25 | $355,243.00 | $358,507.25 |
| C05751 | | | | $3,264.25 | $3,264.25 | $208,077.00 | $211,341.25 |
| C05752 | | | | $3,264.25 | $3,264.25 | $146,831.00 | $150,095.25 |
| C05753 | 1384 | $3,448.13 | | $3,264.25 | $6,712.38 | $136,900.00 | $140,164.25 |
| C05754 | | | | $3,264.25 | $3,264.25 | $283,072.00 | $286,336.25 |
| C05755 | | | | $3,264.25 | $3,264.25 | $252,858.00 | $256,122.25 |
| C05756 | | | | $3,264.25 | $3,264.25 | $244,328.00 | $247,592.25 |
| C05758 | | | | $3,264.25 | $3,264.25 | $262,119.00 | $265,383.25 |
| C05759 | | | | $3,264.25 | $3,264.25 | $233,762.00 | $237,026.25 |
| C05760 | | | | $3,264.25 | $3,264.25 | $324,583.00 | $327,847.25 |
| C05761 | 1384 | $4,767.30 | | $3,264.25 | $8,031.55 | $158,324.00 | $161,588.25 |
| C05762 | 1384 | $4,486.91 | | $3,264.25 | $7,751.16 | $156,207.00 | $159,471.25 |
| C05763 | 1384 | $5,497.53 | | $3,264.25 | $8,761.78 | $171,516.00 | $174,780.25 |
| C05764 | 1384 | $5,108.96 | | $3,264.25 | $8,373.21 | $288,440.00 | $291,704.25 |
| C05765 | | | | $3,264.25 | $3,264.25 | $160,785.00 | $164,049.25 |
| C05766 | | | | $3,264.25 | $3,264.25 | $192,245.00 | $195,509.25 |
| C05767 | | | | $3,264.25 | $3,264.25 | $178,528.00 | $181,792.25 |
| C05768 | | | | $3,264.25 | $3,264.25 | $230,377.00 | $233,641.25 |
| C05769 | | | | $3,264.25 | $3,264.25 | $120,109.00 | $123,373.25 |
| C05770 | 1384 | $3,519.81 | | $3,264.25 | $6,784.06 | $159,918.00 | $163,182.25 |
| C05771 | | | | $3,264.25 | $3,264.25 | $137,331.00 | $140,595.25 |
| C05772 | | | | $3,264.25 | $3,264.25 | $170,201.00 | $173,465.25 |
| C05773 | | | | $3,264.25 | $3,264.25 | $262,620.00 | $265,884.25 |
| C05774 | 1384 | $4,130.67 | | $3,264.25 | $7,394.92 | $147,505.00 | $150,769.25 |
| C05775 | | | | $3,264.25 | $3,264.25 | $272,625.00 | $275,889.25 |
| C05776 | | | | $3,264.25 | $3,264.25 | $154,997.00 | $158,261.25 |
| C05777 | | | | $3,264.25 | $3,264.25 | $206,220.00 | $209,484.25 |
| C05778 | | | | $3,264.25 | $3,264.25 | $135,583.00 | $138,847.25 |
| C05779 | | | | $3,264.25 | $3,264.25 | $258,146.00 | $261,410.25 |
| C05780 | | | | $3,264.25 | $3,264.25 | $186,516.00 | $189,780.25 |
| C05781 | | | | $3,264.25 | $3,264.25 | $145,094.00 | $148,358.25 |
| C05782 | | | | $3,264.25 | $3,264.25 | $265,930.00 | $269,194.25 |
| C05783 | 1384 | $4,538.65 | | $3,264.25 | $7,802.90 | $196,658.00 | $199,922.25 |
| C05784 | | | | $3,264.25 | $3,264.25 | $271,958.00 | $275,222.25 |
| C05785 | | | | $3,264.25 | $3,264.25 | $127,208.00 | $130,472.25 |
| C05786 | | | | $3,264.25 | $3,264.25 | $218,818.00 | $222,082.25 |
| C05787 | | | | $3,264.25 | $3,264.25 | $242,459.00 | $245,723.25 |
| C05788 | | | | $3,264.25 | $3,264.25 | $195,507.00 | $198,771.25 |
| C05789 | | | | $3,264.25 | $3,264.25 | $184,155.00 | $187,419.25 |
| C05790 | 1384 | $3,154.18 | | $3,264.25 | $6,418.43 | $171,180.00 | $174,444.25 |

| TAX I.D. NUMBER | PREVIOUS SID # | PREVIOUS SID PAY-OFF | DELINQUENT | SID 1392 ASSESSMENT | SID PAY-OFF + DELINQUENT + SID 1392 ASSESSMENT | ESTIMATED MARKET VALUE | ESTIMATED MARKET VALUE AFTER IMPROVEMENTS |
|---|---|---|---|---|---|---|---|
| C05791 | 1384 | $3,174.26 | | $3,264.25 | $6,438.51 | $233,864.00 | $237,128.25 |
| C05792 | | | | $3,264.25 | $3,264.25 | $191,697.00 | $194,961.25 |
| C05793 | 1384 | $3,174.26 | | $3,264.25 | $6,438.51 | $186,392.00 | $189,656.25 |
| C05794 | | | | $3,264.25 | $3,264.25 | $217,163.00 | $220,427.25 |
| C05795 | | | | $3,264.25 | $3,264.25 | $37,203.00 | $40,467.25 |
| C05796 | | | | $3,264.25 | $3,264.25 | $181,476.00 | $184,740.25 |
| C05797 | 1384 | $3,234.30 | | $3,264.25 | $6,498.55 | $175,929.00 | $179,193.25 |
| C05798 | 1384 | $3,234.30 | | $3,264.25 | $6,498.55 | $142,956.00 | $146,220.25 |
| C05799 | | | | $3,264.25 | $3,264.25 | $148,318.00 | $151,582.25 |
| C05800 | 1384 | $3,305.04 | | $3,264.25 | $6,569.29 | $162,556.00 | $165,820.25 |
| C05801 | 1384 | $3,711.74 | | $3,264.25 | $6,975.99 | $159,689.00 | $162,953.25 |
| C11621 | | | | $3,264.25 | $3,264.25 | $172,402.00 | $175,666.25 |
| C11622 | | | | $3,264.25 | $3,264.25 | $177,203.00 | $180,467.25 |
| C11623 | | | | $3,264.25 | $3,264.25 | $165,283.00 | $168,547.25 |
| C11624 | | | | $3,264.25 | $3,264.25 | $171,453.00 | $174,717.25 |
| C11625 | | | | $3,264.25 | $3,264.25 | $178,208.00 | $181,472.25 |
| C11626 | | | | $3,264.25 | $3,264.25 | $165,585.00 | $168,849.25 |
| C11627 | | | | $3,264.25 | $3,264.25 | $178,995.00 | $182,259.25 |
| C11628 | | | | $3,264.25 | $3,264.25 | $174,075.00 | $177,339.25 |
| D04629B | | | | $3,264.25 | $3,264.25 | $250,821.00 | $254,085.25 |
| D04645A | | | | $3,264.25 | $3,264.25 | $27,239.00 | $30,503.25 |
| AVERAGE | | $3,654.68 | #DIV/0 | $3,264.25 | $4,428.82 | $176,380.55 | $179,644.80 |
| MEDIAN | | $3,399.15 | #NUM! | $3,264.25 | $3,264.25 | $167,982.00 | $171,246.25 |
| LOW | | $2,637.69 | $0.00 | $3,264.25 | $3,264.25 | $20,370.00 | $23,634.25 |
| HIGH | | $6,572.87 | $0.00 | $3,264.25 | $9,837.12 | $472,715.00 | $475,979.25 |

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

| | DATA CARDS | PROCESSING COLS |
|---|---|---|
| **DATE:** March 28, 2011 | | |
| **S.I.D. NUMBER:** 1392 | A&B | 2 - 5 |
| **S.I.D. DESCRIPTION:** Construction of Yellowstone Family Park | A | 6 - 39 |
| **YEARS TO BE ASSESSED:** 15 | A | 59 - 60 |
| **TOTAL S.I.D. AREA:** N/A | A | 61 - 71 |
| **MEASUREMENT:** ____ EA X SF ____ LF | | |
| **S.I.D. COSTS:** X ESTIMATED PER CONCEPT PLANS<br>____ ESTIMATED PER BID PRICE<br>____ FINAL PER ACTUAL CONSTRUCTION | | |
| **S.I.D. MAIN IMPROVEMENT COST:** $1,260,000.00 | | |
| **SPECIAL ADDITIONS:** | | |

| CODE | | Quantity | Unit Cost | Total |
|---|---|---|---|---|
| 1 | Assessment #1 | 386.00 | $ 3,264.248705 | $ 1,260,000.00 |
| | TOTAL PROJECT COST | = | $ | 1,260,000.00 |

| | DATA CARDS | PROCESSING COLS |
|---|---|---|
| | A | 89 - 96 |

**(ALL COSTS TO INCLUDE PRORATA SHARE OF ADMINISTRATIVE COSTS)**

**CITY CENTRAL SUPPORT SERVICES TO COMPLETE**

| | DATA CARDS | PROCESSING COLS |
|---|---|---|
| **FIRST YEAR TO BE ASSESSED:** | A | 40 - 41 |
| **TYPE ASSESSMENT:** ____ PENDING ____ FINAL | A | 42 |
| **INTEREST RATE:** | A | 53 - 58 |
| **BOND ISSUE DATE:** | A | 73 - 78 |

# PART III

# SID 1392 - YELLOWSTONE FAMILY PARK

## TABLE OF ESTIMATED ASSESSMENTS PER PROPERTY

**SID COSTS:**

**X** ESTIMATE PER CONCEPT PLANS
____ ESTIMATE PER BID PRICES
____ FINAL PER ACTUAL CONSTRUCTION

| PARCEL | OWNER | SUBDIVISION | BLK | LOT/ TRACT | TAX I.D. NUMBER 6-13 | LOT AREA (S.F.) | ASSESSMENT #1 SEWER CONNECTION FEES<br>CODE UNIT RATE: 1 EA $3,264.248705<br>CODE | ASSESSED QUANTITY | ASSESSED VALUE | TOTAL COST |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | BOYD, JEFFREY S & TRENA L | Yellowstone Ridge Subdivision | 001 | 001 | A30735 | 17,869 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 2 | OSTLER, ROBERT | Yellowstone Ridge Subdivision | 001 | 002 | A30736 | 23,988 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 3 | HOVIS, STEPHEN M | Yellowstone Ridge Subdivision | 001 | 03A | A30737 | 21,036 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 4 | HOVIS, STEPHEN M | Yellowstone Ridge Subdivision | 001 | 03B | A30737A | 21,987 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 5 | CARL, MICHAEL J | Yellowstone Ridge Subdivision | 001 | 004 | A30738 | 25,157 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 6 | VINGOM, TROY L & CARLA L | Yellowstone Ridge Subdivision | 001 | 005 | A30739 | 25,677 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 7 | SINCLAIR, BRADLEY V & KIMBERLY | Yellowstone Ridge Subdivision | 001 | 006 | A30740 | 26,894 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 8 | RONALD J ORMAN BYPASS TRUST | Yellowstone Ridge Subdivision | 001 | 007 | A30741 | 26,620 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 9 | JACOBSON, STEVEN T | Yellowstone Ridge Subdivision | 001 | 008 | A30742 | 27,757 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 10 | LUTEY, DEAN A & MARY ELLEN | Yellowstone Ridge Subdivision | 001 | 009 | A30743 | 26,655 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 11 | O'NEIL, MARTIN & JUDY | Yellowstone Ridge Subdivision | 001 | 010 | A30744 | 28,993 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 12 | WILLIAM G & SHERYL D DUKE TRUST | Yellowstone Ridge Subdivision | 001 | 011 | A30745 | 20,360 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 13 | MATZ, MIKE G & JOAN E | Yellowstone Ridge Subdivision | 002 | 001 | A30746 | 18,745 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 14 | SCHWEND, CHAD B & TANDEEN J | Yellowstone Ridge Subdivision | 002 | 002 | A30747 | 37,576 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 15 | CHRISTOPHERSEN, CHAD W | Yellowstone Ridge Subdivision | 002 | 003 | A30748 | 19,069 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 16 | TYSON, CALVIN J & ALEXANDRA L | Yellowstone Ridge Subdivision | 002 | 004 | A30749 | 16,877 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 17 | POWELL, DAVID & DEBORAH | Yellowstone Ridge Subdivision | 002 | 005 | A30750 | 17,787 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 18 | POWELL, DAVID | Yellowstone Ridge Subdivision | 002 | 006 | A30751 | 12,461 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 19 | KINDELMAN, KENNETH C | Yellowstone Ridge Subdivision | 002 | 007 | A30752 | 12,807 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 20 | SORLIE, MARK D & LANETTE M | Yellowstone Ridge Subdivision | 002 | 008 | A30753 | 14,016 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 21 | PONTO, DAVID A & | Yellowstone Ridge Subdivision | 002 | 009 | A30754 | 22,110 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 22 | CLUFF, DON B & PEGGY A | Yellowstone Ridge Subdivision | 002 | 10A | A30755 | 32,383 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 23 | BOSLOUGH, JAMES G & JEANNIE A | Yellowstone Ridge Subdivision | 002 | 12A | A30757 | 49,238 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 24 | FLEURY, DANIL M & DONNA S | Yellowstone Ridge Subdivision | 002 | 14A | A30759 | 37,678 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 25 | BALSTER, KENNETH L & SUSAN | Yellowstone Ridge Subdivision | 002 | 15A | A30760 | 24,718 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 26 | HOLTER, WALLACE V & CARLA J | Yellowstone Ridge Subdivision | 002 | 016 | A30761 | 17,331 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 27 | HANCOCK, ROBERT & KERRY | Yellowstone Ridge Subdivision | 002 | 17A | A30762 | 49,859 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 28 | BENTZEL, GEORGE K | Yellowstone Ridge Subdivision | 002 | 018 | A30763 | 37,229 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 29 | MCGOVERN, BRIAN C & JANETTE C | Yellowstone Ridge Subdivision | 002 | 019 | A30764 | 41,683 | 1 | 1.00 | $3,264.25 | $3,264.25 |

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|---|---|---|---|---|---|---|---|---|---|---|
| 30 | NEWELL, JAY B & DANNA S | Yellowstone Ridge Subdivision | 002 | 020 | A30765 | 21,622 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 31 | COMPTON, JOHN R & NILA A | Yellowstone Ridge Subdivision | 003 | 001 | A30766 | 17,834 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 32 | ALLSOP, BARRY D & MALENA M | Yellowstone Ridge Subdivision | 003 | 002 | A30767 | 15,197 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 33 | HERTZ, JASON & KRISTA | Yellowstone Ridge Subdivision | 003 | 003 | A30768 | 14,414 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 34 | WILBERT, KENNETH L & JEANNIE E | Yellowstone Ridge Subdivision | 003 | 004 | A30769 | 13,954 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 35 | ARROWHEAD INVESTMENT CORP | Yellowstone Ridge Subdivision | 003 | 005 | A30770 | 15,653 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 36 | BEETER, ROGER J & NANCY | Yellowstone Ridge Subdivision | 003 | 006 | A30771 | 16,050 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 37 | KIMMEL, COREY J & KIMBERLY A | Yellowstone Ridge Subdivision | 003 | 007 | A30772 | 10,250 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 38 | YAZAK, DANIEL L & SHARON O | Yellowstone Ridge Subdivision | 003 | 008 | A30773 | 10,084 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 39 | ROGER BEETER LLC | Yellowstone Ridge Subdivision | 003 | 009 | A30774 | 12,254 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 40 | THUESEN, JENS | Yellowstone Club Estates 1st Filing | 001 | 001 | C03212 | 17,369 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 41 | LARSEN, DAVID & NANCY J | Yellowstone Club Estates 1st Filing | 001 | 002 | C03213 | 15,578 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 42 | WRAY, JEFFREY P | Yellowstone Club Estates 1st Filing | 001 | 003 | C03214 | 15,933 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 43 | WEINREIS, SUSAN E | Yellowstone Club Estates 1st Filing | 001 | 004 | C03215 | 16,524 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 44 | CHRISTIANSEN, HUGO & JEAN A | Yellowstone Club Estates 1st Filing | 001 | 005 | C03216 | 16,359 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 45 | MICHAUD, KAREN L | Yellowstone Club Estates 1st Filing | 001 | 006 | C03217 | 16,899 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 46 | DAVEY, CARLOS A & AMBER USSIN | Yellowstone Club Estates 1st Filing | 001 | 007 | C03218 | 17,440 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 47 | GIBSON, WILLIAM R & JULIE A | Yellowstone Club Estates 1st Filing | 001 | 008 | C03219 | 18,865 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 48 | BLACKKETTER, BRUCE L & DOREAN I | Yellowstone Club Estates 1st Filing | 001 | 009 | C03220 | 22,698 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 49 | BRAY, WILLIAM K | Yellowstone Club Estates 1st Filing | 001 | 010 | C03221 | 24,955 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 50 | SWAIN, JOSHUA J | Yellowstone Club Estates 1st Filing | 002 | 001 | C03222 | 15,600 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 51 | FINNEGAN, DONALD J & KAREN L | Yellowstone Club Estates 1st Filing | 002 | 002 | C03223 | 15,249 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 52 | ANDERS, KEVIN C & DENISE L | Yellowstone Club Estates 1st Filing | 002 | 003 | C03224 | 15,635 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 53 | YOCHUM, CONSTANCE S | Yellowstone Club Estates 1st Filing | 002 | 004 | C03225 | 15,748 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 54 | BARNES FAMILY TRUST | Yellowstone Club Estates 1st Filing | 002 | 005 | C03226 | 15,625 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 55 | SCHWARTZ FAMILY TRUST | Yellowstone Club Estates 1st Filing | 002 | 006 | C03227 | 15,675 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 56 | BAKKEN, DAVID L & LINDA G | Yellowstone Club Estates 1st Filing | 002 | 007 | C03228 | 16,551 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 57 | KEENE, DOUGLAS A & DORIS A | Yellowstone Club Estates 1st Filing | 002 | 008 | C03229 | 21,542 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 58 | SLADE, MATTHEW L & ANGELA M | Yellowstone Club Estates 1st Filing | 002 | 009 | C03230 | 21,897 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 59 | TUSSING, RONALD H & DARLENE | Yellowstone Club Estates 1st Filing | 002 | 010 | C03231 | 21,150 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 60 | OLSEN, ROBERT L & CAROLE A | Yellowstone Club Estates 1st Filing | 002 | 011 | C03232 | 18,435 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 61 | SMITH, SCOTT P & MARCIE JENAY | Yellowstone Club Estates 1st Filing | 002 | 012 | C03233 | 17,720 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 62 | SMITH, SCOTT P & MARCIE J | Yellowstone Club Estates 1st Filing | 002 | 013 | C03234 | 15,635 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 63 | DAVISON, MATTHEW J | Yellowstone Club Estates 1st Filing | 002 | 014 | C03235 | 18,206 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 64 | BERINGER, RUBEN | Yellowstone Club Estates 1st Filing | 002 | 015 | C03236 | 15,635 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 65 | COOKMAN, JOHN E II & KASEY N | Yellowstone Club Estates 1st Filing | 002 | 016 | C03237 | 16,917 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 66 | HANSEN, MARY L | Yellowstone Club Estates 1st Filing | 002 | 017 | C03238 | 16,228 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 67 | CHRISTIANSON, STEVEN | Yellowstone Club Estates 1st Filing | 002 | 018 | C03239 | 16,140 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 68 | VOGEL, MEREDITH A | Yellowstone Club Estates 1st Filing | 002 | 019 | C03240 | 15,470 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 69 | YANC, WALTER J & GERALDINE M | Yellowstone Club Estates 1st Filing | 002 | 020 | C03241 | 15,000 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 70 | HARGROVE, DANIEL & RUTH | Yellowstone Club Estates 1st Filing | 002 | 021 | C03242 | 15,000 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 71 | BUDKE, WESLEY E TRUSTEE | Yellowstone Club Estates 1st Filing | 002 | 022 | C03243 | 16,155 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 72 | PORTER, KIRK A & NANCY K | Yellowstone Club Estates 1st Filing | 002 | 023 | C03244 | 20,987 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 73 | BRUYERE, TRAVIS A & EMILY A | Yellowstone Club Estates 1st Filing | 002 | 024 | C03245 | 16,810 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 74 | ZAGEL, BRUCE R & KATHLEEN | Yellowstone Club Estates 1st Filing | 002 | 025 | C03246 | 16,319 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 75 | SAUERS, DANIEL | Yellowstone Club Estates 1st Filing | 002 | 026 | C03247 | 15,600 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 76 | WILKINSON, JOAN | Yellowstone Club Estates 2nd Filing | 003 | 001 | C03248 | 25,094 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 77 | CLARK, BEVERLY J TRUSTEE | Yellowstone Club Estates 2nd Filing | 003 | 002 | C03249 | 24,871 | 1 | 1.00 | $3,264.25 | $3,264.25 |

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|---|---|---|---|---|---|---|---|---|---|---|
| 78 | MCDERMOTT, ROBERT W & SHARON M | Yellowstone Club Estates 2nd Filing | 003 | 003 | C03250 | 23,030 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 79 | KASTROP, MARVIN C & JUDY TRUSTEE | Yellowstone Club Estates 2nd Filing | 003 | 004 | C03251 | 28,227 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 80 | GROTZ, DOUGLAS W | Yellowstone Club Estates 2nd Filing | 003 | 005 | C03252 | 21,837 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 81 | OKERMAN, MICHAEL | Yellowstone Club Estates 2nd Filing | 003 | 006 | C03253 | 24,382 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 82 | NEWMAN, KELLY & MARIE | Yellowstone Club Estates 2nd Filing | 003 | 007 | C03254 | 18,342 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 83 | RICHTER, FRANK C | Yellowstone Club Estates 2nd Filing | 003 | 008 | C03255 | 19,600 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 84 | KELLER, SUSAN K & GREGORY C | Yellowstone Club Estates 2nd Filing | 003 | 009 | C03256 | 17,423 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 85 | STOCKTON, DAN E JR & JANA | Yellowstone Club Estates 2nd Filing | 003 | 010 | C03257 | 15,749 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 86 | KAZMIERSKI, FRED & NAN A | Yellowstone Club Estates 2nd Filing | 003 | 011 | C03258 | 15,800 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 87 | CARLSON, BRUCE R & JUDITH A | Yellowstone Club Estates 2nd Filing | 003 | 012 | C03259 | 18,008 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 88 | DANIELSEN, STANLEY R & FAY S | Yellowstone Club Estates 2nd Filing | 003 | 013 | C03260 | 18,494 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 89 | ADAM, ROGER L & BETH E | Yellowstone Club Estates 2nd Filing | 003 | 014 | C03261 | 22,221 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 90 | STANLEY, BARBARA T & | Yellowstone Club Estates 2nd Filing | 003 | 015 | C03262 | 15,851 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 91 | OLSON, MERRY LEE & | Yellowstone Club Estates 2nd Filing | 003 | 016 | C03263 | 20,410 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 92 | MCCALLA, SYLVIA P | Yellowstone Club Estates 2nd Filing | 003 | 017 | C03264 | 20,924 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 93 | PITTACK, VAN E & CHERYLE J | Yellowstone Club Estates 2nd Filing | 004 | 001 | C03265 | 16,592 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 94 | HASTINGS, PATRICIA A | Yellowstone Club Estates 2nd Filing | 004 | 002 | C03266 | 15,247 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 95 | MAIER, DENNIS W & SUSAN G | Yellowstone Club Estates 2nd Filing | 004 | 003 | C03267 | 15,120 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 96 | STRONG, DOUGLAS W | Yellowstone Club Estates 2nd Filing | 004 | 004 | C03268 | 15,120 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 97 | JACOBSEN, JOHN W & JOAN E HANSEN | Yellowstone Club Estates 2nd Filing | 004 | 005 | C03269 | 15,120 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 98 | HARDY, GREGORY N & CAROL J | Yellowstone Club Estates 2nd Filing | 004 | 006 | C03270 | 15,120 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 99 | NICHELSON, PHILLIP H & SHARON L | Yellowstone Club Estates 2nd Filing | 004 | 007 | C03271 | 15,120 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 100 | HUSCHKA, STEVE | Yellowstone Club Estates 2nd Filing | 004 | 008 | C03272 | 15,120 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 101 | BERGESON, ROBERT W & LINDA | Yellowstone Club Estates 2nd Filing | 004 | 009 | C03273 | 15,120 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 102 | WEDUL, ARVID B & EXEL L | Yellowstone Club Estates 2nd Filing | 004 | 010 | C03274 | 15,120 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 103 | BROWN, RANDOLPH A & DIANA C | Yellowstone Club Estates 2nd Filing | 004 | 011 | C03275 | 15,525 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 104 | STENSRUD, DAVID A | Yellowstone Club Estates 2nd Filing | 005 | 001 | C03276 | 16,200 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 105 | SOAPE, ELIZABETH MARIE | Yellowstone Club Estates 2nd Filing | 005 | 002 | C03276A | 15,120 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 106 | GRILL, CARMELLA CAMPANIAN & LEWIS J | Yellowstone Club Estates 2nd Filing | 005 | 003 | C03276B | 15,120 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 107 | HEIKEN, STEVEN L & JEANETTE L | Yellowstone Club Estates 2nd Filing | 005 | 004 | C03277 | 15,120 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 108 | WAYLAND, KIRK R & JEANETTE V | Yellowstone Club Estates 2nd Filing | 005 | 005 | C03277A | 15,120 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 109 | RODRIGUEZ, DANIEL V & TERESA M | Yellowstone Club Estates 2nd Filing | 005 | 006 | C03277B | 15,120 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 110 | JUDSON, GREGORY L | Yellowstone Club Estates 2nd Filing | 005 | 007 | C03278 | 15,120 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 111 | FRALEY MONTANA PROPERTIES LLC | Yellowstone Club Estates 2nd Filing | 005 | 008 | C03278A | 16,086 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 112 | HITE, LARRY R & LOXIE L | Yellowstone Club Estates 2nd Filing | 005 | 009 | C03278B | 15,019 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 113 | SPEARE, WILLIAM J & LISA A | Yellowstone Club Estates 2nd Filing | 005 | 010 | C03279 | 15,033 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 114 | CLARK, FLORENCE L & | Yellowstone Club Estates 2nd Filing | 005 | 11A | C03279A | 15,033 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 115 | LOVELESS, DOUGLAS M | Yellowstone Club Estates 2nd Filing | 005 | 12A | C03279B | 16,053 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 116 | MOATS, GERALD W & CYNTHIA A | Yellowstone Club Estates 2nd Filing | 005 | 013 | C03280 | 15,067 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 117 | DAUGHTON, BRUCE & MARY PAT | Yellowstone Club Estates 2nd Filing | 005 | 014 | C03280A | 15,120 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 118 | WARD, RONNIE L & BRENDA K | Yellowstone Club Estates 2nd Filing | 005 | 015 | C03280B | 15,120 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 119 | ZUCK, DARLENE | Yellowstone Club Estates 2nd Filing | 005 | 016 | C03280C | 15,120 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 120 | GUYER, JAMES W & | Yellowstone Club Estates 2nd Filing | 005 | 017 | C03281 | 15,120 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 121 | SADO, STEVEN J & CAROL A | Yellowstone Club Estates 2nd Filing | 005 | 18A | C03281A | 14,445 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 122 | REASNOR, BRYANT M & AMANDA J | Yellowstone Club Estates 2nd Filing | 005 | 19A | C03281B | 15,189 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 123 | WILCOX, JOHN H & ANN E | Yellowstone Club Estates 2nd Filing | 005 | 20A | C03281C | 15,972 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 124 | EISELE, BARTON G & SHIRLEY L | Yellowstone Club Estates 2nd Filing | 006 | 001 | C03282 | 18,820 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 125 | DAVIS, EDWARD L & EARLENE W | Yellowstone Club Estates 2nd Filing | 006 | 002 | C03282A | 15,525 | 1 | 1.00 | $3,264.25 | $3,264.25 |

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|---|---|---|---|---|---|---|---|---|---|---|
| 126 | DURRETT, STEVEN D & JULIE L | Yellowstone Club Estates 2nd Filing | 006 | 003 | C03282B | 15,525 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 127 | AUKER, GEORGE H & LAURA A | Yellowstone Club Estates 2nd Filing | 006 | 004 | C03283 | 15,525 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 128 | TEMPLET, JOSEPH L JR & MARIE E | Yellowstone Club Estates 2nd Filing | 006 | 005 | C03283A | 15,525 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 129 | PICARD DEVELOPMENT, INC | Yellowstone Club Estates 2nd Filing | 006 | 006 | C03283B | 15,525 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 130 | ROBINSON, GEORGE STEPHEN & | Yellowstone Club Estates 2nd Filing | 006 | 007 | C03284 | 10,890 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 131 | GUY C GLENN TRUST & | Yellowstone Club Estates 2nd Filing | 006 | 008 | C03284A | 15,213 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 132 | TAYLOR, JOYCE LEE | Yellowstone Club Estates 2nd Filing | 006 | 009 | C03284B | 16,472 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 133 | FEDERAL HOME LOAN MORTGAGE CORPORATION | Yellowstone Club Estates 2nd Filing | 006 | 010 | C03285 | 15,833 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 134 | STARR, DAVID L & JOEY G | Yellowstone Club Estates 2nd Filing | 006 | 011 | C03285A | 15,930 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 135 | PFAFF, GARY A & MARLENE | Yellowstone Club Estates 2nd Filing | 006 | 012 | C03285B | 16,202 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 136 | VOLEK, STEPHEN F & CHRISTINA F | Yellowstone Club Estates 2nd Filing | 006 | 013 | C03286 | 17,878 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 137 | GODWIN, DAVID J & AMY L | Yellowstone Club Estates 2nd Filing | 006 | 014 | C03286A | 15,525 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 138 | CRIBB, JOAN D & EDMUND I | Yellowstone Club Estates 2nd Filing | 006 | 015 | C03286B | 15,525 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 139 | BALLANTYNE, FRANCES | Yellowstone Club Estates 2nd Filing | 006 | 016 | C03287 | 15,525 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 140 | YOUNG, BEVERLY L | Yellowstone Club Estates 2nd Filing | 006 | 017 | C03287A | 15,525 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 141 | GUNN, ROBERT & KARI | Yellowstone Club Estates 2nd Filing | 006 | 018 | C03287B | 15,525 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 142 | HEDGE, JOHN & KATHY | Yellowstone Club Estates 2nd Filing | 006 | 019 | C03288 | 16,178 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 143 | RENN, RICHARD H | Yellowstone Club Estates 2nd Filing | 006 | 020 | C03288A | 16,093 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 144 | COMPTON, BRYAN | Yellowstone Club Estates 2nd Filing | 006 | 021 | C03288B | 17,825 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 145 | FISCHER, DWIGHT & DONNA | Yellowstone Club Estates 2nd Filing | 007 | 001 | C03289 | 17,497 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 146 | JOHNSON, TYLER A | Yellowstone Club Estates 2nd Filing | 007 | 002 | C03290 | 15,098 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 147 | PIERSON, CANDYE F AKA CASSANDRA F | Yellowstone Club Estates 2nd Filing | 007 | 003 | C03290A | 15,120 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 148 | HALSTVEDT, JOHN L & MARY | Yellowstone Club Estates 2nd Filing | 007 | 004 | C03290B | 15,120 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 149 | BOFTO, DAVID A & LINKA K | Yellowstone Club Estates 2nd Filing | 007 | 005 | C03291 | 15,120 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 150 | JEZIORSKI, DANIEL J & JUNE M | Yellowstone Club Estates 2nd Filing | 007 | 006 | C03291A | 15,120 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 151 | BACH, DONALD G & KRISTINE A | Yellowstone Club Estates 2nd Filing | 007 | 007 | C03291B | 15,120 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 152 | GULLARD FAMILY TRUST | Yellowstone Club Estates 2nd Filing | 007 | 008 | C03292 | 15,120 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 153 | SMITH, RONDA S | Yellowstone Club Estates 2nd Filing | 007 | 009 | C03292A | 15,996 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 154 | WAGGONER, CAROLINE | Yellowstone Club Estates 2nd Filing | 007 | 010 | C03292B | 15,372 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 155 | WARD, RICHARD A | Yellowstone Club Estates 2nd Filing | 007 | 011 | C03293 | 16,000 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 156 | ALLEN, KAREN Y | Yellowstone Club Estates 2nd Filing | 007 | 012 | C03293A | 16,366 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 157 | DONAHUE, BRIAN T & TONI M | Yellowstone Club Estates 2nd Filing | 007 | 013 | C03294 | 17,878 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 158 | MOSBAUGH, KEITH R & JOANNE E | Yellowstone Club Estates 2nd Filing | 007 | 14A | C03295 | 15,740 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 159 | HARDY BUILDERS INC | Yellowstone Club Estates 2nd Filing | 007 | 15A | C03296 | 14,500 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 160 | GALLUP, LARRY J & MELODY | Yellowstone Club Estates 2nd Filing | 007 | 016 | C03297 | 15,120 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 161 | WILLIAMS, DANIEL R & LISA M | Yellowstone Club Estates 2nd Filing | 007 | 017 | C03298 | 15,120 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 162 | CAMPBELL, ROSS & ROBIN | Yellowstone Club Estates 2nd Filing | 007 | 018 | C03299 | 15,120 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 163 | HADDENHORST, GEORGE W & | Yellowstone Club Estates 2nd Filing | 007 | 019 | C03300 | 15,126 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 164 | RUTLEDGE, DAVID S & JANETTE G | Yellowstone Club Estates 2nd Filing | 007 | 020 | C03301 | 15,464 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 165 | DOLAN, EUGEN J & MARIETTA | Yellowstone Club Estates 2nd Filing | 007 | 021 | C03302 | 19,719 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 166 | MILLER, RICHARD A & CAROL L | Yellowstone Club Estates 2nd Filing | 008 | 001 | C03303 | 15,847 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 167 | MARTS, STEVEN T & KAREN J | Yellowstone Club Estates 2nd Filing | 008 | 002 | C03304 | 15,086 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 168 | STENSRUD, KAREN A | Yellowstone Club Estates 2nd Filing | 008 | 003 | C03305 | 15,820 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 169 | PATTEE, MARK E & TERI L | Yellowstone Club Estates 2nd Filing | 008 | 004 | C03306 | 15,820 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 170 | SHINN, ROBERT J & MARILYN | Yellowstone Club Estates 2nd Filing | 008 | 005 | C03307 | 15,820 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 171 | MCGOVERN, LAWRENCE T & JOANNE P | Yellowstone Club Estates 2nd Filing | 008 | 006 | C03308 | 15,820 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 172 | HANSEN, WAYNE L & CLARE P | Yellowstone Club Estates 2nd Filing | 008 | 007 | C03309 | 15,820 | 1 | 1.00 | $3,264.25 | $3,264.25 |

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|---|---|---|---|---|---|---|---|---|---|---|
| 173 | JOHNSON, JEFFREY S & | Yellowstone Club Estates 2nd Filing | 008 | 008 | C03310 | 15,820 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 174 | LAVEAU, PAUL TRUSTEE | Yellowstone Club Estates 2nd Filing | 008 | 009 | C03311 | 16,385 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 175 | BUTLER, LOWELL L & KATHLEEN A | Yellowstone Club Estates 2nd Filing | 008 | 010 | C03312 | 17,275 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 176 | ROSATTI, ROBERT J & MARIAN M | Yellowstone Club Estates 2nd Filing | 008 | 011 | C03313 | 16,142 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 177 | CURRY, CHERIE L & PAT A | Yellowstone Club Estates 2nd Filing | 008 | 012 | C03314 | 15,333 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 178 | REINEKING, JEFF E & PATRICIA | Yellowstone Club Estates 2nd Filing | 008 | 013 | C03315 | 17,485 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 179 | JOHNS, MERLE P & DIANE M | Yellowstone Club Estates 2nd Filing | 008 | 014 | C03316 | 20,825 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 180 | SMOOT, SUZANNE L | Yellowstone Club Estates 2nd Filing | 008 | 015 | C03317 | 25,106 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 181 | SCHABACKER, MICHAEL H & REBECCA | Yellowstone Club Estates 2nd Filing | 008 | 016 | C03318 | 21,025 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 182 | SCHEIDERER, JAYSON S & ANGELA M | Yellowstone Club Estates 2nd Filing | 008 | 017 | C03319 | 18,346 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 183 | TOMASZEWSKI, MACIEJ & NINA | Yellowstone Club Estates 2nd Filing | 008 | 018 | C03320 | 17,923 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 184 | BERNHARDT, ROGER E | Yellowstone Club Estates 2nd Filing | 008 | 019 | C03321 | 17,374 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 185 | NIGH, DAVID G & SARAH P TRUSTEES | Yellowstone Club Estates 2nd Filing | 008 | 020 | C03322 | 17,161 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 186 | KING, MICHAEL G & SANDRA M | Yellowstone Club Estates 3rd Filing | 009 | 001 | C03323 | 16,594 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 187 | FRANKS, JEROME A Q &PATRICIA M TRTE | Yellowstone Club Estates 3rd Filing | 009 | 002 | C03323A | 18,576 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 188 | GROSULAK, DUANE D & ANN F | Yellowstone Club Estates 3rd Filing | 009 | 003 | C03324 | 24,107 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 189 | ZAVITZ, RICHARD J | Yellowstone Club Estates 3rd Filing | 009 | 004 | C03325 | 19,956 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 190 | NORWOOD, E EARL | Yellowstone Club Estates 3rd Filing | 009 | 005 | C03326 | 18,212 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 191 | MELZER, RICHARD B & ELIZABETH T | Yellowstone Club Estates 3rd Filing | 009 | 006 | C03327 | 16,970 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 192 | BIRTLES, MICHAEL T & LINDA J | Yellowstone Club Estates 3rd Filing | 009 | 007 | C03328 | 18,001 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 193 | BLACK, WILLIAM S & COLLEEN S | Yellowstone Club Estates 3rd Filing | 009 | 008 | C03329 | 16,668 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 194 | MORGAN, PHILIP D & NANETTE M | Yellowstone Club Estates 3rd Filing | 009 | 009 | C03330 | 17,400 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 195 | BROWN, ALMA C & | Yellowstone Club Estates 3rd Filing | 009 | 010 | C03331 | 15,240 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 196 | HEINEMANN, RALPH D & MARILYN J TRTE | Yellowstone Club Estates 3rd Filing | 009 | 011 | C03331A | 16,350 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 197 | BAILEY, ZANE & KRISTA | Yellowstone Club Estates 3rd Filing | 009 | 012 | C03331B | 16,388 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 198 | WILSON, CLAUDIA P & STEVEN | Yellowstone Club Estates 3rd Filing | 009 | 013 | C03332 | 15,684 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 199 | WILSON, JAMES Y & NANCY J | Yellowstone Club Estates 3rd Filing | 009 | 014 | C03332A | 15,120 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 200 | FRANKO, MARTIN H & KATHY JO | Yellowstone Club Estates 3rd Filing | 009 | 015 | C03332B | 15,120 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 201 | THOMPSON, THOMAS G | Yellowstone Club Estates 3rd Filing | 009 | 016 | C03333 | 15,120 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 202 | BARTHEL, ROBERT P & ROSALIE D | Yellowstone Club Estates 3rd Filing | 009 | 017 | C03333A | 15,120 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 203 | BURKE, JACK G & LAURIE L | Yellowstone Club Estates 3rd Filing | 009 | 018 | C03334 | 16,853 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 204 | GRAHAM, CHRISTOPHE | Yellowstone Club Estates 3rd Filing | 009 | 019 | C03335 | 16,449 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 205 | ROBERTS, DONALD L & CAROL W | Yellowstone Club Estates 3rd Filing | 009 | 020 | C03336 | 15,060 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 206 | TIDSWELL, DANIEL E | Yellowstone Club Estates 3rd Filing | 009 | 021 | C03337 | 15,120 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 207 | CAVAN. ROBERT H & ALETHA A | Yellowstone Club Estates 3rd Filing | 009 | 022 | C03338 | 15,390 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 208 | LANGEMEIER, MARILYN | Yellowstone Club Estates 3rd Filing | 010 | 001 | C03339 | 17,400 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 209 | SIMONS, JILL A & RICHARD G | Yellowstone Club Estates 3rd Filing | 010 | 002 | C03340 | 16,814 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 210 | HARVEY, BRIAN & SARAH E | Yellowstone Club Estates 3rd Filing | 010 | 003 | C03340A | 18,368 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 211 | MICHAEL, DANIEL W & KATHY S | Yellowstone Club Estates 3rd Filing | 010 | 004 | C03340B | 16,669 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 212 | MURPHY, GREGORY G & KATHERINE K | Yellowstone Club Estates 3rd Filing | 010 | 005 | C03340C | 16,320 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 213 | WESTERLUND, CHRISTOPHER | Yellowstone Club Estates 3rd Filing | 010 | 006 | C03341 | 16,200 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 214 | LARSEN, LLOYD | Yellowstone Club Estates 3rd Filing | 010 | 007 | C03341A | 16,200 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 215 | AUGUSTINE, KEVIN & KATHY | Yellowstone Club Estates 3rd Filing | 010 | 008 | C03341B | 16,200 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 216 | CAHILL, PATRICK J & EDNA | Yellowstone Club Estates 3rd Filing | 010 | 009 | C03342 | 16,200 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 217 | GOETZ, JEREMY & ELIZABETH | Yellowstone Club Estates 3rd Filing | 010 | 010 | C03343 | 15,528 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 218 | HAYNES, MARK J | Yellowstone Club Estates 3rd Filing | 010 | 011 | C03343A | 15,120 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 219 | AMUNRUD, VICKI JO | Yellowstone Club Estates 3rd Filing | 010 | 012 | C03344 | 15,120 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 220 | BUKOWSKI, GENE W & CYNTHIA L | Yellowstone Club Estates 3rd Filing | 010 | 013 | C03345 | 15,120 | 1 | 1.00 | $3,264.25 | $3,264.25 |

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|---|---|---|---|---|---|---|---|---|---|---|
| 221 | DEGNAN, CAROL W | Yellowstone Club Estates 3rd Filing | 010 | 014 | C03345A | 15,120 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 222 | MAYER, TAYLOR A & KRISTIN L | Yellowstone Club Estates 3rd Filing | 010 | 015 | C03345B | 15,120 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 223 | MARCIA A HURLBURT REVOCABLE TRUST | Yellowstone Club Estates 3rd Filing | 010 | 016 | C03346 | 15,034 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 224 | MCNALLY, JUDY C | Yellowstone Club Estates 3rd Filing | 010 | 017 | C03346A | 15,093 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 225 | CARLSON, CYNTHIA K | Yellowstone Club Estates 3rd Filing | 010 | 018 | C03346B | 15,078 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 226 | FUNYAK, KEVIN M & JAMI L | Yellowstone Club Estates 3rd Filing | 010 | 019 | C03347 | 15,525 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 227 | SURWILL, BENEDICT J III | Yellowstone Club Estates 4th Filing | 011 | 001 | C03348 | 15,875 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 228 | RUEHR REVOCABLE TRUST | Yellowstone Club Estates 4th Filing | 011 | 002 | C03349 | 16,435 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 229 | LAPITO, LEO B & SUSAN E | Yellowstone Club Estates 4th Filing | 011 | 003 | C03350 | 16,400 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 230 | HELLINGER, ROBERT & LARENA MARIKO | Yellowstone Club Estates 4th Filing | 011 | 004 | C03350A | 15,073 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 231 | KREITZBERG, PATSY LEE | Yellowstone Club Estates 4th Filing | 011 | 005 | C03351 | 15,048 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 232 | ROCKY MOUNTAIN AIRCRAFT LEASING LLC C/O CROWLEY LAW FIRM PMB 205 | Yellowstone Club Estates 4th Filing | 011 | 006 | C03352 | 15,625 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 233 | STRATFORD, DOROTHY | Yellowstone Club Estates 4th Filing | 011 | 007 | C03353 | 15,625 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 234 | JARRETT, JAMES | Yellowstone Club Estates 4th Filing | 011 | 008 | C03354 | 15,625 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 235 | COOKE, CAROLEE F | Yellowstone Club Estates 4th Filing | 012 | 001 | C03355 | 15,625 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 236 | STOCKTON, MYKEL | Yellowstone Club Estates 4th Filing | 012 | 002 | C03356 | 15,532 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 237 | JOCKERS, NANCY L | Yellowstone Club Estates 4th Filing | 012 | 003 | C03357 | 16,020 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 238 | WEBER, MARILYN D | Yellowstone Club Estates 4th Filing | 012 | 004 | C03358 | 15,000 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 239 | HALVERSON, JAMES | Yellowstone Club Estates 4th Filing | 012 | 005 | C03359 | 15,410 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 240 | HANSTROM, MARY ELIZABETH | Yellowstone Club Estates 4th Filing | 012 | 006 | C03360 | 15,414 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 241 | DOROTHY A SCHNEIDER TRUST | Yellowstone Club Estates 4th Filing | 012 | 007 | C03361 | 15,625 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 242 | BLOOM, KATHLEEN STEVENS | Yellowstone Club Estates 4th Filing | 012 | 008 | C03362 | 15,625 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 243 | TYPANSKI, ANTHONY F & VIRGINIA A | Yellowstone Club Estates 4th Filing | 012 | 009 | C03363 | 15,400 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 244 | GRAY, MICHAEL J & REBECCA J | Yellowstone Club Estates 5th Filing | 13 | 1A | C03364 | 41,091 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 245 | TP RENOVATORS LLC | Yellowstone Club Estates 4th Filing | 013 | 04A | C03367 | 17,228 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 246 | O'BRIEN, JOHN M & PEGGY J | Yellowstone Club Estates 4th Filing | 014 | 001 | C03373 | 16,146 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 247 | O'BRIEN, JOHN M & PEGGY J | Yellowstone Club Estates 4th Filing | 014 | 002 | C03373A | 19,091 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 248 | O'BRIEN, JOHN M & PEGGY J | Yellowstone Club Estates 4th Filing | 014 | 003 | C03373B | 21,647 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 249 | CLARK, ERNEST E | Yellowstone Club Estates 4th Filing | 014 | 004 | C03373C | 15,982 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 250 | O'BRIEN, JOHN M & PEGGY J | Yellowstone Club Estates 4th Filing | 014 | 005 | C03373D | 18,991 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 251 | RICHARDS, GARY C & | Yellowstone Club Estates 4th Filing | 015 | 001 | C03374 | 15,625 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 252 | FINCHER, BARBARA W & WAYNE C | Yellowstone Club Estates 4th Filing | 015 | 002 | C03374A | 15,625 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 253 | LEICHNER, JOHN A & SANDY | Yellowstone Club Estates 4th Filing | 015 | 003 | C03374B | 15,625 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 254 | NELSON, DAVID E & LAILA L | Yellowstone Club Estates 4th Filing | 015 | 004 | C03374C | 15,834 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 255 | GRIMSLEY, PATRICK F & LISA A | Yellowstone Club Estates 4th Filing | 015 | 005 | C03375 | 15,724 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 256 | HALVERSON, JAMES | Yellowstone Club Estates 4th Filing | 015 | 006 | C03376 | 15,625 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 257 | CRIBB, EDMUND & JOAN D | Yellowstone Club Estates 4th Filing | 015 | 007 | C03377 | 17,594 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 258 | BANK OF NEW YORK MELLON, THE | Yellowstone Club Estates 4th Filing | 015 | 008 | C03377A | 19,852 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 259 | MCCARTHY, VICTORIA A & MICHAEL J | Yellowstone Club Estates 4th Filing | 015 | 009 | C03377B | 18,717 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 260 | CLARK, ERNEST E & DOROTHY A | Yellowstone Club Estates 4th Filing | 015 | 010 | C03377C | 16,250 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 261 | FRY, ROBERT M | Yellowstone Club Estates 4th Filing | 015 | 011 | C03377D | 16,250 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 262 | BARTHOLOMEW, CRAIG D & DARCY J | Yellowstone Club Estates 4th Filing | 016 | 001 | C03378 | 15,625 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 263 | MANNING, THOMAS G & CHRISTINE M | Yellowstone Club Estates 4th Filing | 016 | 002 | C03379 | 15,625 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 264 | JUDGE, MICHAEL J & ROSEMARY F | Yellowstone Club Estates 4th Filing | 016 | 003 | C03380 | 15,625 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 265 | O'BRIEN, JOHN M & PEGGY J | Yellowstone Club Estates 4th Filing | 016 | 004 | C03381 | 15,955 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 266 | MCNEA, MELVIN L & MILDRED E | Yellowstone Club Estates 4th Filing | 016 | 005 | C03381A | 15,955 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 267 | BUTLER, HOWARD T | Yellowstone Club Estates 4th Filing | 016 | 006 | C03382 | 15,085 | 1 | 1.00 | $3,264.25 | $3,264.25 |

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|---|---|---|---|---|---|---|---|---|---|---|
| 268 | MUNDT, REBECCA RUTH | Yellowstone Club Estates 4th Filing | 016 | 007 | C03383 | 15,085 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 269 | LINDELL, SCOTT & JILL | Yellowstone Club Estates 6th Filing | 020 | 001 | C05693 | 18,930 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 270 | KING, JACK E & MARY SUSAN | Yellowstone Club Estates 6th Filing | 020 | 002 | C05694 | 16,914 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 271 | GREEN, JOHN W & CAROL L H TRUST | Yellowstone Club Estates 6th Filing | 020 | 003 | C05695 | 18,271 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 272 | CUNNINGHAM, KENNETH W III | Yellowstone Club Estates 6th Filing | 020 | 004 | C05696 | 22,160 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 273 | SHIRLEY, CLINT F | Yellowstone Club Estates 6th Filing | 020 | 005 | C05697 | 20,720 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 274 | DAWSON, TODD E & MICHELLE D | Yellowstone Club Estates 6th Filing | 020 | 006 | C05698 | 18,464 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 275 | MYSSE, ARNE R & VIKKI L | Yellowstone Club Estates 6th Filing | 020 | 007 | C05699 | 16,441 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 276 | MARTIN, BRADLEY A | Yellowstone Club Estates 6th Filing | 020 | 008 | C05700 | 16,734 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 277 | HAWKER, JOHN J | Yellowstone Club Estates 6th Filing | 020 | 009 | C05701 | 16,734 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 278 | EASTWOOD, HELEN R & MICHAEL S TRSTE | Yellowstone Club Estates 6th Filing | 020 | 010 | C05702 | 17,965 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 279 | HELLENTHAL, STEVEN R & MARY E | Yellowstone Club Estates 6th Filing | 020 | 011 | C05703 | 18,971 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 280 | HAHN, ELWOOD B & SHARON A | Yellowstone Club Estates 6th Filing | 020 | 012 | C05704 | 19,126 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 281 | WING, CHERYL S | Yellowstone Club Estates 6th Filing | 020 | 013 | C05705 | 20,500 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 282 | TONN, BRUCE L | Yellowstone Club Estates 6th Filing | 020 | 014 | C05706 | 20,038 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 283 | FRANK, HAROLD G & EDITH A | Yellowstone Club Estates 6th Filing | 020 | 015 | C05707 | 21,359 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 284 | SWAIN, BRIAN K | Yellowstone Club Estates 6th Filing | 020 | 016 | C05708 | 19,148 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 285 | HABECK, CHARLES J & SALLY J | Yellowstone Club Estates 6th Filing | 020 | 017 | C05709 | 17,550 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 286 | CASSELMAN, JAMES | Yellowstone Club Estates 6th Filing | 020 | 018 | C05710 | 19,183 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 287 | PUERINGER, ROBERT JOSEPH & | Yellowstone Club Estates 6th Filing | 020 | 019 | C05711 | 23,245 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 288 | DAINES, DAVID T & MARIBETH W | Yellowstone Club Estates 6th Filing | 020 | 020 | C05712 | 20,803 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 289 | REPLOGLE, ROBERT E | Yellowstone Club Estates 6th Filing | 020 | 021 | C05713 | 17,822 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 290 | BIGGS, BRIAN | Yellowstone Club Estates 6th Filing | 020 | 022 | C05714 | 16,767 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 291 | PIATKOWSKI, JOHN MARK | Yellowstone Club Estates 6th Filing | 020 | 023 | C05715 | 18,098 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 292 | SMITH, CARY L & SUSAN | Yellowstone Club Estates 6th Filing | 020 | 024 | C05716 | 16,734 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 293 | NIELSEN, MICHAEL D | Yellowstone Club Estates 6th Filing | 020 | 025 | C05717 | 16,734 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 294 | LACEY, LAURA J TRUSTEE | Yellowstone Club Estates 6th Filing | 020 | 026 | C05718 | 16,734 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 295 | SCHMECHEL, MICHAEL T & CHRISTINE G | Yellowstone Club Estates 6th Filing | 020 | 027 | C05719 | 16,734 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 296 | FELDHAKE, PATRICK R & JULIE L | Yellowstone Club Estates 6th Filing | 020 | 028 | C05720 | 16,734 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 297 | GALLAGHER, MITCHELL E & RITA E | Yellowstone Club Estates 6th Filing | 020 | 029 | C05721 | 15,913 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 298 | HILDEBRAND, J SCOTT & KOYE K | Yellowstone Club Estates 6th Filing | 020 | 030 | C05722 | 16,055 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 299 | HEADRICK, DAVID P & SHAY M | Yellowstone Club Estates 6th Filing | 021 | 001 | C05723 | 16,796 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 300 | JENKINS, THERESA J | Yellowstone Club Estates 6th Filing | 021 | 002 | C05724 | 24,617 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 301 | PURINTON, SIDNEY C & PAMELA S | Yellowstone Club Estates 6th Filing | 021 | 003 | C05725 | 18,920 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 302 | HATCH, GEORGE F & AMY A | Yellowstone Club Estates 6th Filing | 021 | 004 | C05726 | 19,397 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 303 | LORI A BELL REVOCABLE TRUST | Yellowstone Club Estates 6th Filing | 021 | 005 | C05727 | 19,960 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 304 | LAMOTTE, GREGORY & | Yellowstone Club Estates 6th Filing | 021 | 006 | C05728 | 17,324 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 305 | FRIDERES, CHRIS | Yellowstone Club Estates 6th Filing | 021 | 007 | C05729 | 17,977 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 306 | BOSCHINI, FERNANDO G & PATRICIA | Yellowstone Club Estates 6th Filing | 022 | 004 | C05730 | 18,671 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 307 | KAUTZMAN, JEROME | Yellowstone Club Estates 6th Filing | 022 | 005 | C05731 | 21,073 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 308 | MACKIN, ROBERT & | Yellowstone Club Estates 6th Filing | 022 | 009 | C05732 | 16,331 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 309 | PATRICK, ROBERT S & ROBIN ZYNDA | Yellowstone Club Estates 6th Filing | 022 | 010 | C05733 | 16,466 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 310 | VONHAGEN, RICHARD L & HARRIETT | Yellowstone Club Estates 6th Filing | 022 | 011 | C05734 | 24,824 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 311 | REINEKING, JON K & GLENDA | Yellowstone Club Estates 6th Filing | 022 | 014 | C05735 | 21,917 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 312 | REINEKING, JON K & GLENDA | Yellowstone Club Estates 6th Filing | 022 | 015 | C05736 | 21,918 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 313 | STACEY, CALVIN J & TAMERA M C | Yellowstone Club Estates 6th Filing | 022 | 016 | C05737 | 23,343 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 314 | GROB, MICHAEL & KRISTI | Yellowstone Club Estates 6th Filing | 022 | 017 | C05738 | 16,550 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 315 | PETRICCIONE, LUKE L & DONNA J | Yellowstone Club Estates 6th Filing | 022 | 018 | C05739 | 16,210 | 1 | 1.00 | $3,264.25 | $3,264.25 |

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|---|---|---|---|---|---|---|---|---|---|---|
| 316 | SCHMITT, MICHAEL E & LORI A | Yellowstone Club Estates 6th Filing | 022 | 019 | C05740 | 16,766 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 317 | BUSH, MICHAEL S | Yellowstone Club Estates 6th Filing | 022 | 027 | C05741 | 18,500 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 318 | PESTLE, DANIEL S & REBECCA L | Yellowstone Club Estates 6th Filing | 022 | 028 | C05742 | 15,560 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 319 | ORTT, BRYANT R & MARGARET E | Yellowstone Club Estates 6th Filing | 022 | 029 | C05743 | 16,553 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 320 | WARREN D BOWMAN TRUST AGREEMENT & | Yellowstone Club Estates 6th Filing | 022 | 036 | C05744 | 17,250 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 321 | BALLARD, DAVID W & LYNDA M | Yellowstone Club Estates 6th Filing | 022 | 037 | C05745 | 16,500 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 322 | MICHELOTTI, ROBERT G JR & CONNIE M | Yellowstone Club Estates 6th Filing | 022 | 038 | C05746 | 16,500 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 323 | MARSH, MICHAEL J & LORIBETH H | Yellowstone Club Estates 6th Filing | 022 | 039 | C05747 | 17,266 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 324 | SANDERS, DOUGLAS E & CINDY | Yellowstone Club Estates 6th Filing | 024 | 003 | C05748 | 20,518 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 325 | BERG, PAUL D | Yellowstone Club Estates 6th Filing | 025 | 001 | C05749 | 21,269 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 326 | BOHL, ROSEZELLA | Yellowstone Club Estates 6th Filing | 025 | 002 | C05750 | 25,387 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 327 | BATTENSCHLAG, NELSON & LUCINDA M | Yellowstone Club Estates 6th Filing | 025 | 003 | C05751 | 22,075 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 328 | DEWEY, DAVID & LISA A | Yellowstone Club Estates 6th Filing | 025 | 004 | C05752 | 17,250 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 329 | MULLOWNEY, PATRICK J & IRIS K | Yellowstone Club Estates 6th Filing | 025 | 005 | C05753 | 17,110 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 330 | LUCAS, MATTHEW S | Yellowstone Club Estates 6th Filing | 025 | 006 | C05754 | 24,961 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 331 | SUTTON, HAROLD & SUSAN | Yellowstone Club Estates 6th Filing | 025 | 007 | C05755 | 25,980 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 332 | BOYER, JAMES W & JOANN | Yellowstone Club Estates 6th Filing | 025 | 08A | C05756 | 24,342 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 333 | COLE, WILLIAM A & ANNE | Yellowstone Club Estates 6th Filing | 025 | 09A | C05758 | 36,850 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 334 | STARR, STERLING V & JOAN E TRUSTEES | Yellowstone Club Estates 6th Filing | 025 | 011 | C05759 | 17,220 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 335 | ZABAWA, DEBRA M | Yellowstone Club Estates 6th Filing | 025 | 012 | C05760 | 19,307 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 336 | BC FAMILY TRUST | Yellowstone Club Estates 6th Filing | 025 | 013 | C05761 | 27,234 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 337 | SELENSKY, RICHARD F & AMY E | Yellowstone Club Estates 6th Filing | 025 | 014 | C05762 | 25,082 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 338 | PLATH, R RUSSELL & SUSAN L | Yellowstone Club Estates 6th Filing | 025 | 015 | C05763 | 32,838 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 339 | JOHN SCHNEIDER REVOCABLE TRUST & | Yellowstone Club Estates 6th Filing | 025 | 016 | C05764 | 29,856 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 340 | WHISENHUNT, DAVID E & CINDY L | Yellowstone Club Estates 6th Filing | 025 | 017 | C05765 | 23,589 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 341 | WOODS, CYNTHIA R TRUSTEE | Yellowstone Club Estates 6th Filing | 025 | 018 | C05766 | 20,635 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 342 | RICHERT, RANDALL J & DEBORAH L | Yellowstone Club Estates 6th Filing | 025 | 019 | C05767 | 23,553 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 343 | GIBBS, REGINALD L & JULIE A | Yellowstone Club Estates 6th Filing | 025 | 020 | C05768 | 17,427 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 344 | SMITH, GLADYS Y | Yellowstone Club Estates 6th Filing | 025 | 021 | C05769 | 16,507 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 345 | BRONSON, GEORGE M & GAIL F | Yellowstone Club Estates 6th Filing | 025 | 022 | C05770 | 17,660 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 346 | JOHNSON, LLOYD W & DELORES | Yellowstone Club Estates 6th Filing | 025 | 023 | C05771 | 17,382 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 347 | PETERSON, DALE M & JUDITH G | Yellowstone Club Estates 6th Filing | 025 | 024 | C05772 | 20,616 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 348 | HOEFLE, CHARLES B & KRISTIN M | Yellowstone Club Estates 6th Filing | 025 | 025 | C05773 | 21,639 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 349 | HATZELL, ERIC JOSEPH | Yellowstone Club Estates 6th Filing | 025 | 026 | C05774 | 22,348 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 350 | EILEEN A ZINS REVOCABLE TRUST | Yellowstone Club Estates 6th Filing | 025 | 027 | C05775 | 22,325 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 351 | LAWSON, JACK T | Yellowstone Club Estates 6th Filing | 025 | 028 | C05776 | 21,617 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 352 | ROGERS, GUY W & JULIE K | Yellowstone Club Estates 6th Filing | 025 | 029 | C05777 | 20,158 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 353 | REICHERT, TIM & CARRIE M | Yellowstone Club Estates 6th Filing | 025 | 030 | C05778 | 17,883 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 354 | GAINAN, MICHAEL G & LYNETTE M | Yellowstone Club Estates 6th Filing | 025 | 031 | C05779 | 19,755 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 355 | GASKIN, KEVIN & LISA A | Yellowstone Club Estates 6th Filing | 025 | 032 | C05780 | 21,421 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 356 | STEDMAN, DENNIS W & KATHERINE A | Yellowstone Club Estates 6th Filing | 025 | 033 | C05781 | 20,613 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 357 | SPIELMAN, JAMES P & CAROL V | Yellowstone Club Estates 6th Filing | 025 | 034 | C05782 | 17,239 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 358 | KHOE, DAVID R & KARI M | Yellowstone Club Estates 6th Filing | 025 | 035 | C05783 | 25,479 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 359 | RYAN, WILLIAM O & BEVERLY A | Yellowstone Club Estates 6th Filing | 025 | 036 | C05784 | 41,860 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 360 | WILLIAMSON, BOBBY E & CAROLINE J | Yellowstone Club Estates 6th Filing | 026 | 001 | C05785 | 17,424 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 361 | FOLLETT, MICHAEL | Yellowstone Club Estates 6th Filing | 026 | 002 | C05786 | 14,950 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 362 | CHRISTENSEN, GERALD & BARBARA | Yellowstone Club Estates 6th Filing | 026 | 003 | C05787 | 14,854 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 363 | OLCOTT, HARRY J & VIRGINIA R TRSTES | Yellowstone Club Estates 6th Filing | 026 | 004 | C05788 | 14,854 | 1 | 1.00 | $3,264.25 | $3,264.25 |

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|---|---|---|---|---|---|---|---|---|---|---|
| 364 | SWEENEY, KEVIN C & MARY E | Yellowstone Club Estates 6th Filing | 026 | 005 | C05789 | 14,854 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 365 | LUSSE, ARTHUR W & KATHERINE W | Yellowstone Club Estates 6th Filing | 026 | 006 | C05790 | 14,854 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 366 | STINEHAGEN, JAMES & CHRYSTL | Yellowstone Club Estates 6th Filing | 026 | 007 | C05791 | 15,008 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 367 | GESUALE, MICHAEL & ROBERTA K | Yellowstone Club Estates 6th Filing | 026 | 008 | C05792 | 15,008 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 368 | QUARLES, TIMOTHY D | Yellowstone Club Estates 6th Filing | 026 | 009 | C05793 | 15,008 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 369 | ERHARDT, EMIL & AUDREY | Yellowstone Club Estates 6th Filing | 026 | 010 | C05794 | 15,469 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 370 | BOYER, JAMES W & JOANN | Yellowstone Club Estates 6th Filing | 026 | 011 | C05795 | 15,469 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 371 | EBZERY, THOMAS E & JULIE H | Yellowstone Club Estates 6th Filing | 026 | 012 | C05796 | 15,469 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 372 | FORSYTH, JAMES W & CHANTELLE | Yellowstone Club Estates 6th Filing | 026 | 013 | C05797 | 15,469 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 373 | ALWEIS, SHELDON | Yellowstone Club Estates 6th Filing | 026 | 014 | C05798 | 15,469 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 374 | BLOSSOM, MARK E | Yellowstone Club Estates 6th Filing | 026 | 015 | C05799 | 15,623 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 375 | EVANS, ALAN R & SHARON F | Yellowstone Club Estates 6th Filing | 026 | 016 | C05800 | 16,012 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 376 | RILEY, EDWARD J | Yellowstone Club Estates 6th Filing | 026 | 017 | C05801 | 19,133 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 377 | SCHERR-DUNLAP, LINDA | Yellowstone Club Estates 4th Filing | 013 | 3A,5A,6,7A,8A1 | C11621 | 11,788 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 378 | STUDER, DEAN P & CONSTANCE TRUSTEES | Yellowstone Club Estates 4th Filing | 013 | 3A,5A,6,7A,8A1 | C11622 | 11,788 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 379 | HOLMES, MAURICE L & MARTHA | Yellowstone Club Estates 4th Filing | 013 | 3A,5A,6,7A,8A1 | C11623 | 11,788 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 380 | HOYER, PAUL V & FREDRIKKE W | Yellowstone Club Estates 4th Filing | 013 | 3A,5A,6,7A,8A1 | C11624 | 11,788 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 381 | LANGLAS, DAVID C & VIRGINIA N | Yellowstone Club Estates 4th Filing | 013 | 3A,5A,6,7A,8A1 | C11625 | 11,788 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 382 | VANDERLOOS, WILLIAM E & LUCREATIA D MAIL TO: FIRST INTERSTATE WM-1ST FL | Yellowstone Club Estates 4th Filing | 013 | 3A,5A,6,7A,8A1 | C11626 | 11,788 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 383 | LERVICK, LEONARD B & | Yellowstone Club Estates 4th Filing | 013 | 3A,5A,6,7A,8A1 | C11627 | 11,788 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 384 | KAY L HARDY LIVING TRUST | Yellowstone Club Estates 4th Filing | 013 | 3A,5A,6,7A,8A1 | C11628 | 11,788 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 385 | HUPPERT, FRED T | C/S 1197 | | 2B-1 | D04629B | 43,560 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| 386 | COOKE, CAROLEE F | C/S 836 | | 10A | D04645A | 15,682 | 1 | 1.00 | $3,264.25 | $3,264.25 |
| | | | | | | | 386 | 386.00 | $1,260,000.00 | |

**RESOLUTION NO. 11-_____**

**A RESOLUTION DECLARING IT TO BE THE INTENTION OF THE CITY COUNCIL TO CREATE AN EXTENDED SPECIAL IMPROVEMENT MAINTENANCE DISTRICT FOR THE PURPOSE OF MAINTAINING THE PARK LAND IN YELLOWSTONE CLUB ESTATES.**

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

**Section 1.** Proposed Extended Park Maintenance District; Intention To Create Park Maintenance District. The City proposes to maintain certain park improvements to benefit certain property located in the City of Billings, Montana. Improvements consist of **the park improvements to be installed as part of Special Improvement District No. 1392,** as more particularly described in Section 5. It is the intention of the Billings City Council to create and establish in the City under Montana Code annotated, Title 7, Chapter 12, Parts 41 and 42, as amended, a park maintenance district (the "Park Maintenance District") for the purpose of financing the maintenance costs for the park landscaping and other improvements portion of the improvements made in Yellowstone Club Estates. The estimated annual costs for the maintenance of the park improvements to be set by Resolution of the Council each year.

**Section 2.** Number of District. The District, if the same shall be created and established, shall be known and designated as the Extended Park Maintenance District No. **4040** of the City of Billings, Montana.

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

**Section 4.** Benefited Property. The District and territory included within the limits and boundaries described in Section 3 and as shown on Exhibits "A" and "C" are hereby declared to be the Extended Park Maintenance District and the territory which will benefit and be benefited by the maintenance of the Park Improvements, and will be assessed for **a portion of the** costs of the maintenance as described in Section 1.

**Section 5.** General Character of the Improvements to be Maintained. The general character of the Improvements to be maintained is as follows: **landscaping, trees, shrubs, turf grass, native vegetation, trails, sidewalk, irrigation systems, irrigation system water services, drainage ways, weed control, pest control, shelter, playground and equipment and other park equipment and public area improvements installed by the Parks and Recreation Department and/or as part of Special Improvement District No. 1392.**

**Section 6.** Assessment Methods; Property To Be Assessed. All properties within the District are to be assessed for a portion of the costs of maintaining the Park Improvements, as specified herein. The costs of maintaining the Improvements shall be assessed against the property in the District benefiting from the Landscape Improvements, based on the equal amount method of assessment described in Section 7-12-4162 through 7-12-4165, M.C.A., as particularly applied and set forth herein.

**Section 7.** Equal Amount. All properties in the District will be assessed for their proportionate share of the costs of maintaining the Park Improvements. For the purposes of equitably apportioning special benefit to each lot, tract or parcel of land in the District, the Engineer has determined that each lot, tract, or parcel of land shall equally bear the costs of the park maintenance. The total number of lots, tracts, or parcels of land in the District to be assessed is 386. The costs of maintaining the Improvements per lot, tract, or parcel of land for the first year shall be $ 66.3860 per lot, tract, or parcel of land as shown in Exhibit "C" (which is hereby incorporated herein and made a part hereof).

**Section 8.** Payment of Assessments. The assessments for the costs of maintaining the Park Improvements shall be payable, as prescribed in Section 7-12-4162 through 7-12-4165, M.C.A.

**Section 9.** Public Hearing; Protests. At any time within fifteen (15) days from and after the date of the first publication of the notice of the passage and approval of this resolution, any owner of real property within the proposed Extended District subject to assessment and taxation for the cost and expense of maintaining the Park Improvements may make and file with the City Clerk until 5:00 p.m., M.T., on the expiration date of said 15-day period (**April 15, 2011**), written protest against the proposed Special Improvement Maintenance District, and this Council will at its next regular meeting after the expiration of the fifteen (15) days in which such protests in writing can be made and filed, proceed to hear all such protests so made and filed; which said regular meeting will be held on Monday, **April 25, 2011**, at 6:30 p.m., in the Council Chambers, located on the Second Floor of the Police Facility at 220 North 27th Street, in Billings, Montana.

**Section 10.** Notice of Passage of Resolution of Intention. The City Clerk is hereby authorized and directed to publish or cause to be published a copy of a Notice of the passage of this Resolution in the Billings Times, a newspaper of general circulation in the county on **March 31 and April 7, 2011**, in the form and manner prescribed by law, and to mail or cause to be mailed a copy of said Notice to every person, firm, corporation, or the agent of such person, firm, or corporation having real property within the Extended District listed in his or her name upon the last completed assessment roll for state, county, and school district taxes, at his last-known address, on or before the same day such notice is first published.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this **28TH day of March, 2011.**

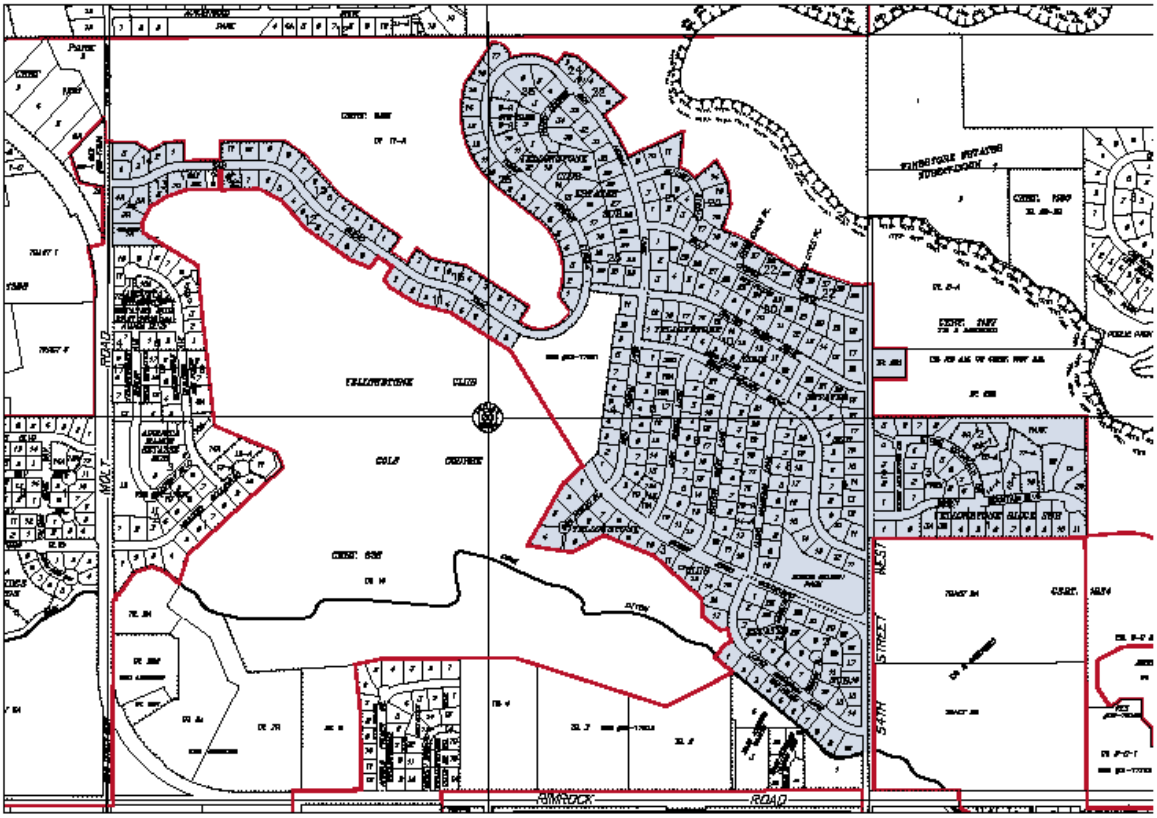
THE CITY OF BILLINGS:

BY:_____
Thomas W. Hanel, MAYOR

ATTEST:

BY:_____
Cari Martin, CITY CLERK

# PMD 4040 EXHIBIT "A"



# PMD 4040 EXHIBIT B

Yellowstone Club Estates 1st Filing, Recorded August 8, 1960, under Document No. 646375;

Yellowstone Club Estates 2nd Filing, Recorded August 8, 1960, under Document No. 646376;

Lots 14-A & 15-A, Block 7 of Amended Lots 14 & 15, Block 7, Yellowstone Club Estates 2nd Filing, Recorded September 6, 1979, under Document No.1140959;

Lots 18A, 19A & 20A, Block 5 of Amended Plat of Lots 18, 19 & 20, Block 5, Yellowstone Club Estates 2nd Filing, Recorded September 10, 1982, under Document No. 1239812;

Lots 11A & 12A, Block 5 of Amended Plat of Lots 11 & 12, Block 5, Yellowstone Club Estates 2nd Filing, Recorded April 18, 1985, under Document No. 1347440;

Yellowstone Club Estates 3rd Filing, Recorded August 8, 1960, under Document No. 646377;

Yellowstone Club Estates 4th Filing, Recorded August 8, 1960, under Document No. 646378;

Lots 7-A & 8-A-1, Block 13 of Amended Lots 7 & 8-A, Block 13, Yellowstone Club Estates 4th Filing, Recorded May 2, 1986, under Document No. 1391518;

Lots 3-A, 4-A & 5-A, Block 13 of Amended Plat of Lots 3, 4 & 5, Block 13 of, Yellowstone Club Estates 4th Filing, Recorded May 2, 1986, under Document No. 1391519;

Lot 1A, Block 13 of Amended Plat of Lots 1 and 2, Block 13 and Portions of Vacated Spalding Avenue, Yellowstone Club Estates 5th Filing, Recorded October 27, 2004, under Document No. 3309614;

Yellowstone Club Estates 6th Filing, Recorded September 10, 1965, under Document No. 762216, Records of Yellowstone County;

Lots 8-A & 9-A, Block 25 of Amended Lot 8 and 9, Block 25, Yellowstone Club Estates 6th Filing, Recorded June 2, 2005, under Document No. 3335181;

Yellowstone Ridge Subdivision, Recorded May 14, 2003, under Document No. 3230262, Records of Yellowstone County;

Lots 14-A, 15-A & 17-A, Block 2 of Amended Plat of Lots 13, 14, 15 & 17, Block 2, Yellowstone Ridge Subdivision, Recorded October 10, 2006, under Document No. 3396131;

Lots 3A, & 3B, Block 1 of Amended Plat of Lot 3, Block 1, Yellowstone Ridge Subdivision, Recorded February 8, 2007, under Document No. 3410474;

Lot 12-A, Block 2 of Amended Plat of Lots 10, 11 & 12, Block 2, Yellowstone Ridge Subdivision, Recorded June 25, 2007, under Document No. 3427850;

Lots 9A & 10A-1, Block 2 of Amended Plat of Lots 9 & 10-A, Block 2, Yellowstone Ridge Subdivision, Recorded June 10, 2010, under Document No. 3552311;

Tract 10A of Amended Tract 10, Certificate of Survey No. 836, Recorded September 13, 1983, under Document No. 1279839;

Tract 2B1 of Amended Tract 2B, Certificate of Survey No. 1197 Amended, Recorded July 23, 1990, under Document No. 1566690.

All documents on file with the Records of Yellowstone County.

# EXHIBIT "C"

## ESTIMATE OF PROBABLE COST
## PARK MAINTENANCE DISTRICT NO. - 4040

### Yellowstone Family Park
### EXTENDED PARK MAINTENANCE DISTRICT

**1. The District will be to maintain existing and future park improvements in Yellowstone Club Estates. The park, as shown on attached Exhibit "A" will be constructed as part of Special Improvement District No.1392.**

**2. The costs to create the maintenance district are estimated to be $600.00.**

3. The City Parks and Recreation Department estimates the maintenance of the improvements for the first year at $ 25,625.00. The first year's assessment is estimated as follows:

| *Account Description* | *Proposed Budget* |
|---|---|
| • Parks Charges for Services: 260 hrs. @ $38.20/hr. (Salary, Wages, Incl. Supplies & Materials, & Equipment per Hour Rate) | 9,550.00 |
| • Electricity | 160.00 |
| • Water | 10,160.00 |
| • Ground maintenance | 560.00 |
| • Other service/finance charges | 580.00 |
| • Special Assessments | 1,015.00 |
| **Operation Total** | **$22,025.00** |
| **Fund Reserve** | **$3,000.00** |
| **Maintenance District Creation Costs** | **$600.00** |
| **Yellowstone Family Park – Total** | **$ 25,625.00** |

4. Total lots, tracts or parcels of land is as follows:

Yellowstone Family Park

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| A30735 | C03221 | C03269 | C03289 | C03329 | C03361 | C05713 | C05762 |
| A30736 | C03222 | C03270 | C03290 | C03330 | C03362 | C05714 | C05763 |
| A30737 | C03223 | C03271 | C03290A | C03331 | C03363 | C05715 | C05764 |
| A30737A | C03224 | C03272 | C03290B | C03331A | C03364 | C05716 | C05765 |
| A30738 | C03225 | C03273 | C03291 | C03331B | C03367 | C05717 | C05766 |
| A30739 | C03226 | C03274 | C03291A | C03332 | C03373 | C05718 | C05767 |
| A30740 | C03227 | C03275 | C03291B | C03332A | C03373A | C05719 | C05768 |
| A30741 | C03228 | C03276 | C03292 | C03332B | C03373B | C05720 | C05769 |
| A30742 | C03229 | C03276A | C03292A | C03333 | C03373C | C05721 | C05770 |
| A30743 | C03230 | C03276B | C03292B | C03333A | C03373D | C05722 | C05771 |
| A30744 | C03231 | C03277 | C03293 | C03334 | C03374 | C05723 | C05772 |
| A30745 | C03232 | C03277A | C03293A | C03335 | C03374A | C05724 | C05773 |
| A30746 | C03233 | C03277B | C03294 | C03336 | C03374B | C05725 | C05774 |
| A30747 | C03234 | C03278 | C03295 | C03337 | C03374C | C05726 | C05775 |
| A30748 | C03235 | C03278A | C03296 | C03338 | C03375 | C05727 | C05776 |
| A30749 | C03236 | C03278B | C03297 | C03339 | C03376 | C05728 | C05777 |
| A30750 | C03237 | C03279 | C03298 | C03340 | C03377 | C05729 | C05778 |
| A30751 | C03238 | C03279A | C03299 | C03340A | C03377A | C05730 | C05779 |
| A30752 | C03239 | C03279B | C03300 | C03340B | C03377B | C05731 | C05780 |
| A30753 | C03240 | C03280 | C03301 | C03340C | C03377C | C05732 | C05781 |
| A30754 | C03241 | C03280A | C03302 | C03341 | C03377D | C05733 | C05782 |
| A30755 | C03242 | C03280B | C03303 | C03341A | C03378 | C05734 | C05783 |
| A30757 | C03243 | C03280C | C03304 | C03341B | C03379 | C05735 | C05784 |
| A30759 | C03244 | C03281 | C03305 | C03342 | C03380 | C05736 | C05785 |
| A30760 | C03245 | C03281A | C03306 | C03343 | C03381 | C05737 | C05786 |
| A30761 | C03246 | C03281B | C03307 | C03343A | C03381A | C05738 | C05787 |
| A30762 | C03247 | C03281C | C03308 | C03344 | C03382 | C05739 | C05788 |
| A30763 | C03248 | C03282 | C03309 | C03345 | C03383 | C05740 | C05789 |
| A30764 | C03249 | C03282A | C03310 | C03345A | C05693 | C05741 | C05790 |
| A30765 | C03250 | C03282B | C03311 | C03345B | C05694 | C05742 | C05791 |
| A30766 | C03251 | C03283 | C03312 | C03346 | C05695 | C05743 | C05792 |
| A30767 | C03252 | C03283A | C03313 | C03346A | C05696 | C05744 | C05793 |
| A30768 | C03253 | C03283B | C03314 | C03346B | C05697 | C05745 | C05794 |
| A30769 | C03254 | C03284 | C03315 | C03347 | C05698 | C05746 | C05795 |
| A30770 | C03255 | C03284A | C03316 | C03348 | C05699 | C05747 | C05796 |
| A30771 | C03256 | C03284B | C03317 | C03349 | C05700 | C05748 | C05797 |
| A30772 | C03257 | C03285 | C03318 | C03350 | C05701 | C05749 | C05798 |
| A30773 | C03258 | C03285A | C03319 | C03350A | C05702 | C05750 | C05799 |
| A30774 | C03259 | C03285B | C03320 | C03351 | C05703 | C05751 | C05800 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| C03212 | C03260 | C03286 | C03321 | C03352 | C05704 | C05752 | C05801 |
| C03213 | C03261 | C03286A | C03322 | C03353 | C05705 | C05753 | C11621 |
| C03214 | C03262 | C03286B | C03323 | C03354 | C05706 | C05754 | C11622 |
| C03215 | C03263 | C03287 | C03323A | C03355 | C05707 | C05755 | C11623 |
| C03216 | C03264 | C03287A | C03324 | C03356 | C05708 | C05756 | C11624 |
| C03217 | C03265 | C03287B | C03325 | C03357 | C05709 | C05758 | C11625 |
| C03218 | C03266 | C03288 | C03326 | C03358 | C05710 | C05759 | C11626 |
| C03219 | C03267 | C03288A | C03327 | C03359 | C05711 | C05760 | C11627 |
| C03220 | C03268 | C03288B | C03328 | C03360 | C05712 | C05761 | C11628 |
| D04629B | D04645A | | | | | | |

Total Lots, Tracts, or Parcels of Land in Park Maintenance District: **386 lots, tracts, or parcels of land**

5. Estimated annual maintenance assessment per lot, tract, or parcel of land for the first year:

   Cost per lot, tract, or parcel of land = $25,625 /386 = **$66.3860/ Lot, Tract, or Parcel of Land assessed.**

**Consent Item #: 1. P.**

**Regular City Council Meeting**

**Date: 03/28/2011**

**TITLE:** Final Plat of Grand Peaks Subdivision, 2nd Filing

**PRESENTED BY:** Candi Beaudry

**Department:** Planning & Community Services

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**Information**

## PROBLEM/ISSUE STATEMENT

The final plat for Grand Peaks Subdivision, 2nd Filing is being presented to Council for approval. On November 22, 2010, the City Council conditionally approved the replatting of 5 lots originally platted in the Grand Peaks Subdivision and Bishop Fox Subdivision into 77 lots. Since that time, the subdividers have requested that only a portion of the original proposal be platted and are requesting final plat approval for 35 lots on 9.2 acres. Since no changes to the original lot layout are proposed, staff has determined this is a minor adjustment to the plat (in accordance with Section 23-1104.A., BMCC), and it does not have to return for preliminary plat review. The subject property is located at the intersection of 54th St. West and Castle Stone Square, just north of Grand Avenue. The property is zoned Residential-7000. The owner is Bishop Fox Company, the subdivider is J&S Development, Jeff Junkert, President, and the representing agent is Sanderson Stewart.

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

## ALTERNATIVES ANALYZED

The City Council may approve or deny the final plat of Grand Peaks 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 23-307.

## FINANCIAL IMPACT

Should the City Council approve the final plat, additional residences will be built on the property and will result in increased tax revenues for the City.

## RECOMMENDATION

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

## APPROVED BY CITY ADMINISTRATOR

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**Attachments**

Final Plat

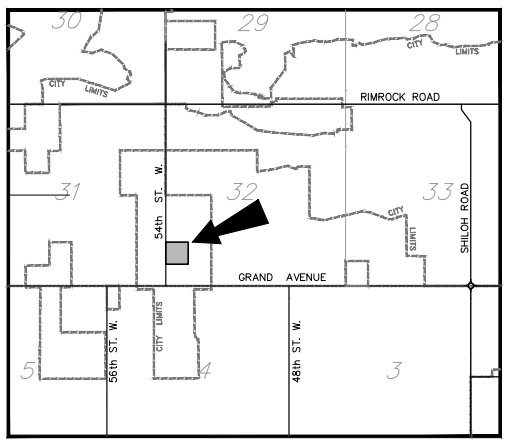
PLAT OF

# GRAND PEAKS SUBDIVISION, SECOND FILING

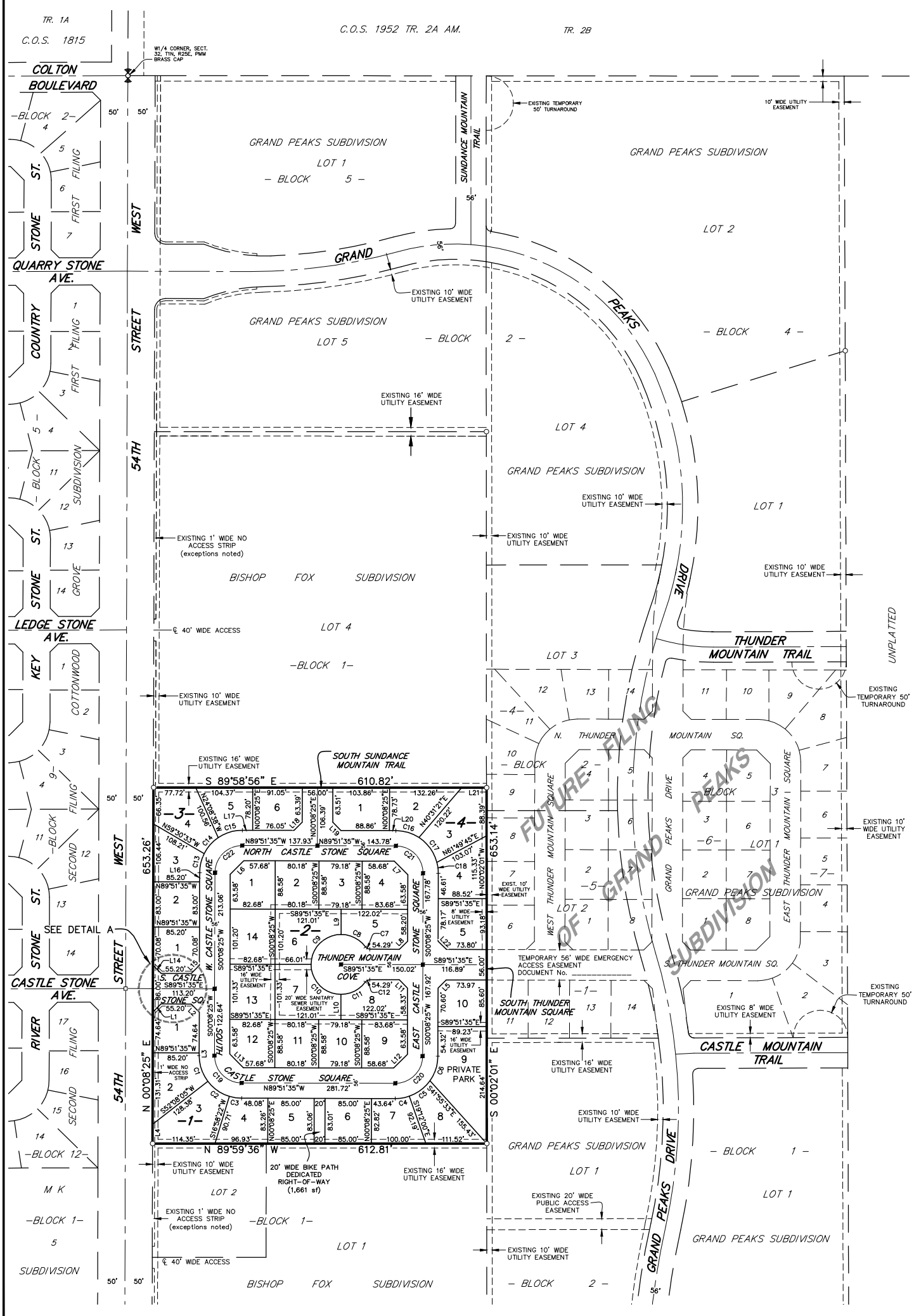
**BEING LOT 3 OF BLOCK 1, BISHOP FOX SUBDIVISION**
**SITUATED IN THE SW1/4 OF SECTION 32, T. 1 N., R. 25 E., P.M.M.,**
**IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA**

PREPARED FOR : J&S DEVELOPMENT COMPANY — MARCH, 2011

PREPARED BY : SANDERSON STEWART — BILLINGS, MONTANA

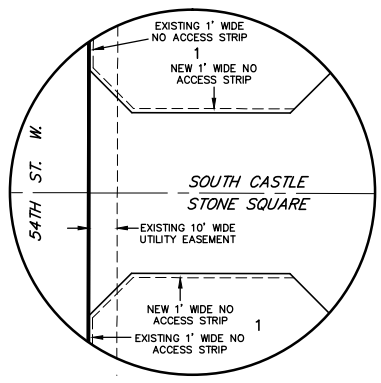



VICINITY MAP
NOT TO SCALE




NORTH

100 50 0 100 200
SCALE: 1"=100'




DETAIL A
SCALE: 1"=30'

| LINE TABLE | | |
|---|---|---|
| Line # | Bearing | Distance |
| L1 | S 45°08'25" W | 21.21' |
| L2 | S 44°51'35" E | 21.21' |
| L3 | S 00°08'25" W | 5.00' |
| L4 | N 00°08'25" E | 35.44' |
| L5 | S 45°08'25" W | 21.21' |
| L6 | N 45°08'25" E | 35.36' |
| L7 | S 44°51'35" E | 35.36' |
| L8 | N 45°08'25" E | 21.21' |
| L9 | N 00°08'25" E | 46.20' |
| L10 | N 00°08'25" E | 46.33' |
| L11 | S 44°51'35" E | 21.21' |
| L12 | N 45°08'25" E | 35.36' |
| L13 | N 44°51'35" W | 35.36' |
| L14 | N 44°51'35" W | 21.21' |
| L15 | N 45°08'25" E | 21.21' |
| L16 | S 00°08'25" W | 16.99' |
| L17 | N 89°51'35" W | 18.89' |
| L18 | N 45°08'25" E | 21.21' |
| L19 | N 44°51'35" W | 21.21' |
| L20 | N 89°51'35" W | 11.93' |
| L21 | S 89°58'56" E | 45.57' |
| L22 | N 44°51'35" W | 21.21' |

| CURVE TABLE | | | |
|---|---|---|---|
| Curve # | Delta | Radius | Length |
| C1 | 37°17'59" | 78.00' | 50.78' |
| C2 | 35°52'04" | 78.00' | 48.83' |
| C3 | 16°49'57" | 78.00' | 22.92' |
| C4 | 19°20'25" | 78.00' | 26.33' |
| C5 | 35°28'45" | 78.00' | 48.30' |
| C6 | 35°10'50" | 78.00' | 47.89' |
| C7 | 54°13'27" | 10.00' | 9.46' |
| C8 | 54°13'27" | 55.00' | 52.05' |
| C9 | 90°00'00" | 55.00' | 86.39' |
| C10 | 90°00'00" | 55.00' | 86.39' |
| C11 | 54°13'27" | 55.00' | 52.05' |
| C12 | 54°13'27" | 10.00' | 9.46' |
| C13 | 26°28'37" | 78.00' | 36.04' |
| C14 | 29°04'04" | 78.00' | 39.57' |
| C15 | 34°27'19" | 78.00' | 46.91' |
| C16 | 32°58'06" | 78.00' | 44.88' |
| C17 | 42°17'36" | 78.00' | 57.58' |
| C18 | 14°44'18" | 78.00' | 20.06' |
| C19 | 90°00'00" | 50.00' | 78.54' |
| C20 | 90°00'00" | 50.00' | 78.54' |
| C21 | 90°00'00" | 50.00' | 78.54' |
| C22 | 90°00'00" | 50.00' | 78.54' |

| BLOCK | LOT | AREA (sf) |
|---|---|---|
| 1 | 1 | 7412 |
| 1 | 2 | 8691 |
| 1 | 3 | 10275 |
| 1 | 4 | 7054 |
| 1 | 5 | 7069 |
| 1 | 6 | 7048 |
| 1 | 7 | 7114 |
| 1 | 8 | 8416 |
| 1 | 9 | 15065 |
| 1 | 10 | 7514 |
| 2 | 1 | 7011 |
| 2 | 2 | 7102 |
| 2 | 3 | 7014 |
| 2 | 4 | 7100 |
| 2 | 5 | 7910 |
| 2 | 6 | 9871 |
| 2 | 7 | 9887 |
| 2 | 8 | 7926 |
| 2 | 9 | 7100 |
| 2 | 10 | 7014 |
| 2 | 11 | 7102 |
| 2 | 12 | 7011 |
| 2 | 13 | 8378 |
| 2 | 14 | 8367 |

| BLOCK | LOT | AREA (sf) |
|---|---|---|
| 3 | 1 | 7024 |
| 3 | 2 | 7072 |
| 3 | 3 | 7056 |
| 3 | 4 | 9532 |
| 3 | 5 | 7014 |
| 3 | 6 | 7016 |
| 4 | 1 | 8053 |
| 4 | 2 | 8016 |
| 4 | 3 | 10228 |
| 4 | 4 | 8114 |
| 4 | 5 | 8149 |

ROAD DEDICATION: 2.662 AC

BASIS OF BEARING: PLAT OF BISHOP FOX SUBDIVISION

- ○ FOUND SURVEY MONUMENT, REBAR WITH 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"
- ▫ FOUND INTERSECTION MONUMENT
- ▪ SET INTERSECTION MONUMENT, 5/8"x18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART". WILL BE REPLACED WITH BRASS CAP MONUMENT BOX UPON COMPLETION OF STREET IMPROVEMENTS.

RESERVED FOR CLERK AND RECORDER



0602443FP2.DWG 06024.43 03/08/11 BMB/PBK/MDB

**Consent Item #: 1. Q. 1.**

**Regular City Council Meeting**

**Date: 03/28/2011**

**TITLE:** Payment of Claims February 25, 2011

**PRESENTED BY:** Pat M. Weber, Financial Services Manager

**Department:** City Hall Administration

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**Information**

## PROBLEM/ISSUE STATEMENT

Claims in the amount of $1,125,371.56 have been audited and are presented for your approval for payment. A complete listing of the claims dated February 25, 2011 is available in the Finance Department.

## ALTERNATIVES ANALYZED

The Council may:

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

## FINANCIAL IMPACT

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

## RECOMMENDATION

Staff recommends that Council approve Payment of Claims.

## APPROVED BY CITY ADMINISTRATOR

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**Attachments**

List of claims greater than $2500.

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| CHECK DATE | CHECK NUMBER | VENDOR NAME / ACCOUNT # | VENDOR # / TRN DATE | DESCRIPTION | INVOICE | PO # | PER/YEAR | CHECK AMOUNT / TRN AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 02/25/2011 | 741921 | APPLIED INDUSTRIAL TECHNOLOGIE | 303 | | | | | 2,758.57 |
| 502-0000-141.00-00 | | 02/16/2011 | WATER PARTS AND SUPPLIES | | 42225126 | | 08/2011 | 1,303.70 |
| 502-7314-602.24-50 | | 02/16/2011 | NONSTOCKING ITEMS-P.U.D. | | 42225126 | 281144 | 08/2011 | 727.43 |
| 512-8314-622.24-50 | | 02/16/2011 | NONSTOCKING ITEMS-P.U.D. | | 42225126 | 281144 | 08/2011 | 727.44 |
| 02/25/2011 | 741929 | BILLINGS CONSTRUCTION SUPPLY | 411 | | | | | 6,985.77 |
| 150-2226-422.23-20 | | 02/18/2011 | MP | | 71575 | 281888 | 08/2011 | 58.43 |
| 150-2226-422.23-20 | | 02/18/2011 | MP | | 71575 | 281888 | 08/2011 | 7.34 |
| 561-7115-711.29-20 | | 02/23/2011 | MISC SERVICES | | 71506 | 281619 | 08/2011 | 6,920.00 |
| 02/25/2011 | 741936 | BRENNTAG PACIFIC INC | 17236 | | | | | 29,154.91 |
| 211-3132-433.47-20 | | 02/15/2011 | ROAD/HIGHWAY MATERIAL | | BPI069819 | 281682 | 08/2011 | 5,597.75 |
| 211-3132-433.47-20 | | 02/15/2011 | ROAD/HIGHWAY MATERIAL | | BPI069820 | 281682 | 08/2011 | 5,407.68 |
| 211-3132-433.47-20 | | 02/15/2011 | ROAD/HIGHWAY MATERIAL | | BPI070492 | 281682 | 08/2011 | 4,660.34 |
| 211-3132-433.47-21 | | 02/15/2011 | ROAD/HIGHWAY MATERIAL | | BPI070493 | 281682 | 08/2011 | 3,410.30 |
| 211-3132-433.47-21 | | 02/15/2011 | ROAD/HIGHWAY MATERIAL | | BPI070494 | 281682 | 08/2011 | 4,711.82 |
| 211-3132-433.47-20 | | 02/24/2011 | ROAD/HIGHWAY MATERIAL | | BPI073614 | 281980 | 08/2011 | 5,367.02 |
| 02/25/2011 | 741943 | BUSINESS TAX SECTION | 2449 | | | | | 4,614.59 |
| 561-7113-711.36-50 | | 02/22/2011 | MISC SERVICES | | 51099-10-8 | 281927 | 08/2011 | 38.80 |
| 503-0000-201.10-00 | | 02/23/2011 | WO1001 WTR & SWR RPL SCH2 | | RET RELEASE | 274058 | 08/2011 | 524.28 |
| 416-7493-603.92-20 | | 02/23/2011 | WO0426 ZONE 4 RESERVOIR | | 16 | 267994 | 08/2011 | 779.95 |
| 421-8493-623.93-40 | | 02/23/2011 | WO0822 WWTP DISINFEC SYS | | 10 | 272597 | 08/2011 | 3,100.07 |
| 503-7591-609.93-40 | | 02/23/2011 | WO1001 WTR & SWR REPLC | | 6/FINAL SCH 2 | 274058 | 08/2011 | 171.49 |
| 02/25/2011 | 741953 | COP CONSTRUCTION CO | 865 | | | | | 68,881.75 |
| 503-0000-201.10-00 | | 02/23/2011 | WO1001 WTR & SWR RPL SCH2 | | RET RELEASE | 274057 | 08/2011 | 51,903.62 |
| 503-7591-609.93-40 | | 02/23/2011 | WO1001 WTR & SWR REPLC | | 6/FINAL SCH 2 | 274057 | 08/2011 | 16,978.13 |
| 02/25/2011 | 741960 | DEX MEDIA WEST | 17726 | | | | | 3,109.20 |
| 260-5512-455.34-50 | | 02/23/2011 | MISC SERVICES | | 120120283 . | 281958 | 08/2011 | 2,097.59 |
| 561-7110-711.34-50 | | 02/23/2011 | MISC SERVICES | | 120120283 . | 281958 | 08/2011 | 168.61 |
| 10-5110-453.34-50 | | 02/23/2011 | MISC SERVICES | | 120120285 . | 281958 | 08/2011 | 337.20 |
| 260-5512-455.34-50 | | 02/23/2011 | MISC SERVICES | | 120120285 . | 281958 | 08/2011 | 168.60 |
| 541-3121-435.34-50 | | 02/23/2011 | MISC SERVICES | | 120120285 . | 281958 | 08/2011 | 337.20 |
| 02/25/2011 | 741962 | DONS BODY SHOP | 12787 | | | | | 4,745.07 |
| 630-1753-485.73-10 | | 02/18/2011 | MISC SERVICES | | 02102011 | 281871 | 08/2011 | 4,745.07 |
| 02/25/2011 | 741963 | DOWNTOWN BILLINGS PARTNERSHIP | 13457 | | | | | 7,900.00 |
| 203-1513-466.35-47 | | 02/23/2011 | MISC SERVICES | | 30 | 281959 | 08/2011 | 7,900.00 |
| 02/25/2011 | 741973 | FIRST INTERSTATE BANK | 1303 | | | | | 7,341.60 |
| 723-6595-465.62-00 | | 02/23/2011 | MISC SERVICES | | 1100216095 | 281965 | 08/2011 | 7,341.60 |
| 02/25/2011 | 741974 | FLIGHTS NOW.COM | 18058 | | | | | 4,988.10 |
| 561-7110-711.33-90 | | 02/22/2011 | INVOICE #623 | | 623 | F12366 | 08/2011 | 4,988.10 |
| 02/25/2011 | 741976 | GALL'S INC | 15086 | | | | | 10,550.00 |
| 710-2133-421.29-20 | | 02/18/2011 | MISC SERVICES | | 1067897 | 281365 | 08/2011 | 10,550.00 |

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| 02/25/2011 | 741987 | HDR INC | 1544 | | | | | | 53,451.54 |
| 502-7211-601.35-40 | | 02/22/2011 | | DRINKING WTR SOURCE STUDY | 30 | | 258046 | 08/2011 | 8,114.32 |
| 502-7211-601.35-40 | | 02/23/2011 | | WO 09-23 ELEC MASTER PLAN | 13/268421-H | | 269621 | 08/2011 | 3,174.69 |
| 512-8211-621.35-40 | | 02/23/2011 | | WO 09-23 ELEC MASTER PLAN | 13/268421-H | | 269621 | 08/2011 | 3,174.68 |
| 503-7491-603.93-90 | | 02/23/2011 | | WO1011 WTP HIGH SRVC PUMP | 11/268423-H | | 273326 | 08/2011 | 1,057.72 |
| 503-7591-609.93-40 | | 02/23/2011 | | WO1012 BLGS LOW SRVC PUMP | 7/268424 | | 276189 | 08/2011 | 33,486.47 |
| 513-8491-623.93-90 | | 02/23/2011 | | WO1029 WWTP W MECHAN MCC | 2 | | 280428 | 08/2011 | 4,443.66 |
| 02/25/2011 | 741988 | HORIZON PAINTING | 18062 | | | | | | 3,100.00 |
| 650-1567-487.36-90 | | 02/24/2011 | | MISC SERVICES | 438005 | | 281999 | 08/2011 | 3,100.00 |
| 02/25/2011 | 741991 | IAFF | 20196 | | | | | | 4,228.20 |
| 900-0000-209.99-20 | | 02/25/2011 | | PAYROLL SUMMARY | 20110225 | | | 08/2011 | 4,228.20 |
| 02/25/2011 | 742001 | JTL GROUP INC DBA KNIFE RIVER | 2417 | | | | | | 14,300.96 |
| 211-3132-433.45-20 | | 02/24/2011 | | ROAD/HIGHWAY MATERIAL | 236242 | | 281975 | 08/2011 | 3,582.16 |
| 211-3132-433.45-20 | | 02/24/2011 | | ROAD/HIGHWAY MATERIAL | 236255 | | 281975 | 08/2011 | 1,858.63 |
| 211-3132-433.45-20 | | 02/24/2011 | | ROAD/HIGHWAY MATERIAL | 236256 | | 281975 | 08/2011 | 1,875.82 |
| 211-3132-433.47-10 | | 02/24/2011 | | ROAD AND HIGHWAY MATERIAL | 236258 | | 281975 | 08/2011 | 6,984.35 |
| 02/25/2011 | 742018 | MONTANA DAKOTA UTILITIES CO | 2492 | | | | | | 30,959.35 |
| 561-7117-711.34-40 | | 02/22/2011 | | 073858 25 | 022211 | | F12372 | 08/2011 | 430.49 |
| 561-7117-711.34-40 | | 02/22/2011 | | 073869 28 | 022211 | | F12372 | 08/2011 | 211.37 |
| 502-7400-603.34-40 | | 02/24/2011 | | PUD | 07162021 | | | 08/2011 | 111.64 |
| 502-7400-603.34-40 | | 02/24/2011 | | PUD | 07342023 | | | 08/2011 | 22.05 |
| 502-7400-603.34-40 | | 02/24/2011 | | PUD | 07365822 | 50% | | 08/2011 | 77.78 |
| 502-7400-603.34-40 | | 02/24/2011 | | PUD | 07365822 | 50% | | 08/2011 | 77.79 |
| 561-7113-711.34-40 | | 02/24/2011 | | AIRPORT | 07385922 | | | 08/2011 | 2,369.85 |
| 561-7112-711.34-40 | | 02/24/2011 | | AIRPORT | 07387221 | | | 08/2011 | 9,243.22 |
| 561-7117-711.34-40 | | 02/24/2011 | | AIRPORT | 07388722 | | | 08/2011 | 1,472.54 |
| 561-7117-711.34-40 | | 02/24/2011 | | AIRPORT | 07388824 | | | 08/2011 | 74.25 |
| 10-5127-451.34-40 | | 02/24/2011 | | REC | 07586821 | | | 08/2011 | 512.90 |
| 650-1567-487.34-40 | | 02/24/2011 | | FACILITIES | 07610421 | | | 08/2011 | 2,875.64 |
| 260-5512-455.34-40 | | 02/24/2011 | | LIBRARY | 07617521 | | | 08/2011 | 3,056.41 |
| 521-1595-493.34-40 | | 02/24/2011 | | PARKING 2906 N 3RD AVE | 07624629 | | | 08/2011 | 155.70 |
| 521-1595-493.34-40 | | 02/24/2011 | | PARK 1 LEASE | 07624823 | | | 08/2011 | 51.43 |
| 571-7143-713.34-40 | | 02/24/2011 | | TRANSIT | 07647023 | | | 08/2011 | 2,791.56 |
| 150-2221-422.34-40 | | 02/24/2011 | | FIRE | 07676421 | | | 08/2011 | 1,371.49 |
| 150-2171-441.34-40 | | 02/24/2011 | | ANIMAL SHELTER | 32062801 | | | 08/2011 | 1,144.12 |
| 512-8500-625.34-40 | | 02/24/2011 | | PUD | 32739201 | | | 08/2011 | 31.45 |
| 512-8500-625.34-40 | | 02/24/2011 | | PUD LIFT STATION | 33154101 | | | 08/2011 | 24.74 |
| 521-1592-493.34-40 | | 02/24/2011 | | PARK II | 34941902 | | | 08/2011 | 13.77 |
| 512-8500-625.34-40 | | 02/24/2011 | | PUD | 35059801 | | | 08/2011 | 28.11 |
| 150-2221-422.34-40 | | 02/24/2011 | | FIRE STATION #7 | 35322001 | | | 08/2011 | 669.71 |
| 561-7113-711.34-40 | | 02/24/2011 | | | 31454301 | | | 08/2011 | 512.49 |
| 561-7113-711.34-40 | | 02/24/2011 | | | 31454401 | | | 08/2011 | 324.97 |
| 561-7113-711.34-40 | | 02/24/2011 | | | 31454601 | | | 08/2011 | 790.32 |
| 561-7113-711.34-40 | | 02/24/2011 | | | 31454701 | | | 08/2011 | 1,043.05 |
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| 561-7113-711.34-40 | 02/24/2011 | | 31454902 | | 08/2011 | 645.81 | |
| 660-3110-431.34-40 | 02/24/2011 | 2224 MONTANA AVE | 37667401 45% | | 08/2011 | 163.70 | |
| 670-3141-489.34-40 | 02/24/2011 | 2224 MONTANA AVE | 37667401 55% | | 08/2011 | 200.08 | |
| 502-7400-603.34-40 | 02/24/2011 | STANFORD DRIVE | 214 | 281971 | 08/2011 | 47.91 | |
| 02/25/2011 742022 | MONTANA STATE FIREMAN'S ASSOC | 20195 | | | | | 2,750.16 |
| 900-0000-209.99-24 | 02/25/2011 | PAYROLL SUMMARY | 20110225 | | 08/2011 | 2,750.16 | |
| 02/25/2011 742024 | MORRISON MAIERLE INC | 2572 | | | | | 7,079.80 |
| 503-7591-609.93-40 | 02/23/2011 | WO1001 2010 WTR & SWR | 16/110136 | 268044 | 08/2011 | 2,477.93 | |
| 513-8591-625.93-40 | 02/23/2011 | WO1001 2010 WTR & SWR | 16/110136 | 268044 | 08/2011 | 4,601.87 | |
| 02/25/2011 742026 | MPPA | 20198 | | | | | 2,505.73 |
| 900-0000-209.99-23 | 02/25/2011 | PAYROLL SUMMARY | 20110225 | | 08/2011 | 2,505.73 | |
| 02/25/2011 742036 | NORTHWESTERN ENERGY | 15771 | | | | | 27,021.27 |
| 650-1567-487.34-10 | 02/24/2011 | FACILITIES MANAGEMENT | 01005073 | | 08/2011 | 7,188.82 | |
| 521-1592-493.34-10 | 02/24/2011 | NW FINANCE | 07208341 | | 08/2011 | 5,692.73 | |
| 607-2235-486.34-10 | 02/24/2011 | NW FIRE | 07215809 | | 08/2011 | 205.28 | |
| 10-5112-452.34-10 | 02/24/2011 | NW PARK/REC/PL | 07222375 | | 08/2011 | 10.13 | |
| 10-5112-452.34-10 | 02/24/2011 | NW PARK/REC/PL | 07222474 | | 08/2011 | 7.14 | |
| 10-5112-452.34-10 | 02/24/2011 | NW PARK/REC/PL | 07222557 | | 08/2011 | 88.51 | |
| 10-5112-452.34-10 | 02/24/2011 | NW PARK/REC/PL | 07222573 | | 08/2011 | 49.42 | |
| 10-5112-452.34-10 | 02/24/2011 | NW PARK/REC/PL | 07222607 | | 08/2011 | 47.39 | |
| 10-5112-452.34-10 | 02/24/2011 | NW PARK/REC/PL | 07222664 | | 08/2011 | 7.16 | |
| 10-5112-452.34-10 | 02/24/2011 | NW PARK/REC/PL | 07222698 | | 08/2011 | 7.14 | |
| 10-5112-452.34-10 | 02/24/2011 | NW PARK/REC/PL | 07222920 | | 08/2011 | 11.36 | |
| 10-5112-452.34-10 | 02/24/2011 | NW PARK/REC/PL | 07222938 | | 08/2011 | 18.50 | |
| 10-5112-452.34-10 | 02/24/2011 | NW PARK/REC/PL | 07229057 | | 08/2011 | 7.18 | |
| 10-5112-452.34-10 | 02/24/2011 | NW PARK/REC/PL | 07229339 | | 08/2011 | 7.18 | |
| 10-5112-452.34-10 | 02/24/2011 | NW PARK/REC/PL | 07230352 | | 08/2011 | 97.90 | |
| 10-5112-452.34-10 | 02/24/2011 | NW PARK/REC/PL | 07230360 | | 08/2011 | 8.83 | |
| 10-5112-452.34-10 | 02/24/2011 | NW PARK/REC/PL | 07230378 | | 08/2011 | 169.70 | |
| 10-5112-452.34-10 | 02/24/2011 | NW PARK/REC/PL | 07230428 | | 08/2011 | 146.33 | |
| 10-5112-452.34-10 | 02/24/2011 | NW PARK/REC/PL | 07230444 | | 08/2011 | 16.41 | |
| 10-5112-452.34-10 | 02/24/2011 | NW PARK/REC/PL | 07230543 | | 08/2011 | 34.00 | |
| 10-5112-452.34-10 | 02/24/2011 | NW PARK/REC/PL | 07230550 | | 08/2011 | 7.18 | |
| 10-5112-452.34-10 | 02/24/2011 | NW PARK/REC/PL | 07230568 | | 08/2011 | 7.40 | |
| 10-5112-452.34-10 | 02/24/2011 | NW PARK/REC/PL | 07230576 | | 08/2011 | 7.18 | |
| 10-5112-452.34-10 | 02/24/2011 | NW PARK/REC/PL | 07230584 | | 08/2011 | 18.08 | |
| 10-5112-452.34-10 | 02/24/2011 | NW PARK/REC/PL | 07230907 | | 08/2011 | 8.90 | |
| 10-5112-452.34-10 | 02/24/2011 | NW PARK/REC/PL | 07231624 | | 08/2011 | 7.18 | |
| 10-5112-452.34-10 | 02/24/2011 | NW PARK/REC/PL | 07231707 | | 08/2011 | 8.90 | |
| 10-5112-452.34-10 | 02/24/2011 | NW PARK/REC/PL | 07236441 | | 08/2011 | 7.18 | |
| 10-5112-452.34-10 | 02/24/2011 | NW PARK/REC/PL | 07236458 | | 08/2011 | 7.18 | |
| 10-5112-452.34-10 | 02/24/2011 | NW PARK/REC/PL | 07894371 | | 08/2011 | 7.14 | |
| 211-3132-433.34-10 | 02/24/2011 | NW PUBLIC WORKS | 08554040 | | 08/2011 | 8.90 | |
| 872-5198-452.34-10 | 02/24/2011 | NW PARK/REC/PL | 10590933 | | 08/2011 | 168.02 | |
| 10-5112-452.34-10 | 02/24/2011 | NW | 15220957 | | 08/2011 | 246.27 | |
| 521-1592-493.34-10 | 02/24/2011 | PARK 2 GARAGE | 15942824 | | 08/2011 | 2,244.67 | |

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| 571-7148-713.34-10 | 02/24/2011 | MET DOWNTOWN TRANS CENTER | 17847567 | | 08/2011 | 342.80 | |
| 660-3110-431.34-10 | 02/24/2011 | PWA-DEPOT 2224 MONTANA | 17413147 40% | | 08/2011 | 312.12 | |
| 670-3141-489.34-10 | 02/24/2011 | PWA-DEPOT 2224 MONTANA | 17413147 60% | | 08/2011 | 468.17 | |
| 150-2221-422.34-10 | 02/24/2011 | NW FIRE | 07125370 | | 08/2011 | 684.22 | |
| 10-5122-451.34-10 | 02/24/2011 | NW PARK/REC/PL | 07126832 | | 08/2011 | 91.18 | |
| 571-7148-713.34-10 | 02/24/2011 | NW AVIATION/TRAN | 07127640 | | 08/2011 | 22.97 | |
| 521-1595-493.34-10 | 02/24/2011 | NW FINANCE | 07208291 | | 08/2011 | 821.72 | |
| 150-2221-422.34-10 | 02/24/2011 | NW FIRE | 07208408 | | 08/2011 | 310.44 | |
| 502-7400-603.34-10 | 02/24/2011 | NW PUD-WATER TREAT | 07222524 | | 08/2011 | 233.82 | |
| 502-7400-603.34-10 | 02/24/2011 | NW PUD-WATER TREAT | 07230436 | | 08/2011 | 2,720.23 | |
| 260-5512-455.34-10 | 02/24/2011 | NW LIBRARY | 07244643 | | 08/2011 | 90.04 | |
| 10-5112-452.34-10 | 02/24/2011 | NW PARK/REC/PL | 08317026 | | 08/2011 | 7.10 | |
| 561-7117-711.34-10 | 02/24/2011 | NW AVIATION/TRAN | 07127921 | | 08/2011 | 408.06 | |
| 561-7117-711.34-10 | 02/24/2011 | NW AVIATION/TRAN | 07127996 | | 08/2011 | 17.21 | |
| 561-7117-711.34-10 | 02/24/2011 | NW AVIATION/TRAN | 07128002 | | 08/2011 | 1,329.79 | |
| 561-7113-711.34-10 | 02/24/2011 | NW AVIATION/TRAN | 07128093 | | 08/2011 | 7.10 | |
| 561-7117-711.34-10 | 02/24/2011 | NW AVIATION/TRAN | 07128176 | | 08/2011 | 283.73 | |
| 561-7113-711.34-10 | 02/24/2011 | NW AVIATION/TRAN | 07196165 | | 08/2011 | 57.14 | |
| 150-2221-422.34-10 | 02/24/2011 | FIRE1:ELEC/FEB 24,720 KWH | 0100476-1 11-02 | 276426 | 08/2011 | 2,238.14 | |
| 02/25/2011 742043 | POWERPLAN OIB | 17014 | | | | | 6,180.00 |
| 502-0000-141.00-00 | 02/16/2011 | WATER PARTS AND SUPPLIES | 45782 | | 08/2011 | 180.00 | |
| 211-3132-433.53-33 | 02/24/2011 | MISC SERVICES | R04849 | 281028 | 08/2011 | 6,000.00 | |
| 02/25/2011 742046 | PUBLIC UTILITIES | 5022 | | | | | 126,040.10 |
| 805-1570-425.53-50 | 02/24/2011 | 4430 HI-LINE DR | 6712510003200 | | 08/2011 | 125,885.21 | |
| 512-8500-625.34-20 | 02/24/2011 | 4430 HI-LINE DR | 671274846 | | 08/2011 | 112.69 | |
| 211-3132-433.34-20 | 02/24/2011 | 4430 HI-LINE DR | 671294847 | | 08/2011 | 42.20 | |
| 02/25/2011 742047 | QWEST COMMUNICATIONS | 6319 | | | | | 12,278.25 |
| 225-2232-422.34-50 | 02/16/2011 | QWEST FEB 2011 3RD PAY | 252-1190 | | 08/2011 | 8,408.76 | |
| 521-1592-493.34-50 | 02/16/2011 | QWEST FEB 2011 3RD PAY | 252-2041 | | 08/2011 | 43.22 | |
| 561-7110-711.34-50 | 02/16/2011 | QWEST FEB 2011 3RD PAY | 252-9412 | | 08/2011 | 86.44 | |
| 10-5112-452.34-50 | 02/16/2011 | QWEST FEB 2011 3RD PAY | 657-3014 | | 08/2011 | 28.60 | |
| 10-5140-436.34-50 | 02/16/2011 | QWEST FEB 2011 3RD PAY | 652-0269 | | 08/2011 | 43.22 | |
| 10-5112-452.34-50 | 02/16/2011 | QWEST FEB 2011 3RD PAY | 652-5507 | | 08/2011 | 44.20 | |
| 211-3132-433.34-50 | 02/16/2011 | QWEST FEB 2011 3RD PAY | 652-8104 | | 08/2011 | 29.40 | |
| 10-5121-451.34-50 | 02/16/2011 | QWEST FEB 2011 3RD PAY | 652-8403 | | 08/2011 | 33.07 | |
| 606-1931-484.34-50 | 02/16/2011 | QWEST FEB 2011 3RD PAY | 657-8377 | | 08/2011 | 3,561.34 | |
| 02/25/2011 742048 | RAPELJE GRAIN COMPANY | 8931 | | | | | 6,514.06 |
| 211-3132-433.47-21 | 02/24/2011 | ROAD/HIGHWAY MATERIAL | 0130715 | 281982 | 08/2011 | 3,734.22 | |
| 211-3132-433.47-21 | 02/24/2011 | ROAD/HIGHWAY MATERIAL | 0130719 | 281982 | 08/2011 | 2,779.84 | |
| 02/25/2011 742052 | RIVERSIDE SAND & GRAVEL INC | 19447 | | | | | 3,841.20 |
| 561-7113-711.36-50 | 02/22/2011 | MISC SERVICES | 51099-=10-8 | 278488 | 08/2011 | 3,841.20 | |
| 02/25/2011 742056 | SANDERSON STEWART | 20446 | | | | | 74,862.20 |
| 503-7591-609.93-40 | 02/23/2011 | WO1101 2011 WTR REPLC PRJ | 4 | 279237 | 08/2011 | 66,266.14 | |
| 205-3131-433.35-90 | 02/23/2011 | WO1013 SAFE RTE TO SCHOOL | 2/32109 | 279883 | 08/2011 | 8,596.06 | |

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| 416-7493-603.92-20 | 02/23/2011 | WO0426 ZONE 4 RESERVOIR | 16 | 267993 | 08/2011 | 77,215.05 | |
| 521-1594-493.24-50 | 02/23/2011 | P4 SUMP PUMP REPAIR | 42758 | 281983 | 08/2011 | 80.00 | |
| 02/25/2011 | 742067 | STOCKMAN BANK | 15350 | | | | 7,341.60 |
| 723-6595-465.62-00 | 02/23/2011 | MISC SERVICES | 4040156102 | 281968 | 08/2011 | 7,341.60 | |
| 02/25/2011 | 742075 | TOLEDO TICKET COMPANY | 3758 | | | | 4,109.73 |
| 521-1591-493.21-90 | 02/23/2011 | SPITTER TICKETS | 132963 | 281986 | 08/2011 | 1,369.91 | |
| 521-1592-493.21-90 | 02/23/2011 | SPITTER TICKETS | 132963 | 281986 | 08/2011 | 1,369.91 | |
| 521-1593-493.21-90 | 02/23/2011 | SPITTER TICKETS | 132963 | 281986 | 08/2011 | 1,369.91 | |
| 02/25/2011 | 742076 | TOWN & COUNTRY SUPPLY ASSOCIAT | 18295 | | | | 20,590.02 |
| 150-2226-422.23-10 | 02/16/2011 | FIRE1:UNLEADED 195 GAL | 74531 FIRE1 | 276337 | 08/2011 | 526.15 | |
| 150-2231-422.23-10 | 02/16/2011 | FIRE1:DIESEL/BLND/70 GAL | 74532 FIRE1 | 276337 | 08/2011 | 201.64 | |
| 150-2226-422.23-10 | 02/16/2011 | FIRE1:UNLEADED/343 GALLON | 74544 FIRE1 | 276337 | 08/2011 | 923.52 | |
| 601-0000-141.00-00 | 02/17/2011 | MP | 80770 | | 08/2011 | 10,600.15 | |
| 601-0000-141.00-00 | 02/22/2011 | MP | 80480 | | 08/2011 | 8,338.56 | |
| 02/25/2011 | 742080 | TRISTATE EQUIPMENT | 3797 | | | | 4,922.74 |
| 601-0000-141.00-00 | 02/17/2011 | MP | M47993 | | 08/2011 | 962.40 | |
| 601-0000-141.00-00 | 02/17/2011 | MP | M48048 | | 08/2011 | 16.48 | |
| 541-3122-435.23-20 | 02/17/2011 | MP | M48123 | 281863 | 08/2011 | 723.89 | |
| 541-3122-435.23-20 | 02/17/2011 | MP | M48147 | 281863 | 08/2011 | 43.90 | |
| 541-3122-435.23-20 | 02/17/2011 | MP | M48153 | 281863 | 08/2011 | 210.14 | |
| 541-3122-435.23-20 | 02/17/2011 | MP | M48227 | 281866 | 08/2011 | 85.52 | |
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| 541-3123-435.23-20 | 02/23/2011 | MP | M46648 | 281974 | 08/2011 | 115.32 | |
| 541-3123-435.23-20 | 02/23/2011 | MP | M96564 | 281974 | 08/2011 | 2,359.59 | |
| 211-3132-433.23-20 | 02/23/2011 | MP | M96740 | 281976 | 08/2011 | 216.29 | |
| 211-3132-433.23-20 | 02/23/2011 | MP | M96740 | 281976 | 08/2011 | 75.00 | |
| 541-3122-435.23-20 | 02/23/2011 | MP | M47588 | 281989 | 08/2011 | 23.81 | |
| 02/25/2011 | 742084 | US BANK-REVOLVING LOAN FUND | 16715 | | | | 7,341.60 |
| 723-6595-465.62-00 | 02/23/2011 | MISC SERVICES | 537240497587 | 281967 | 08/2011 | 7,341.60 | |
| 02/25/2011 | 742091 | VERIZON WIRELESS | 14490 | | | | 20,645.25 |
| 571-7147-713.31-60 | 02/18/2011 | ACCOUNT# 770599076-00001 | 0948377528 | F12362 | 08/2011 | 174.00 | |
| 561-7110-711.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | AIRPORT | | 08/2011 | 415.29 | |
| 150-2170-441.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | ANIMAL SHELTER | | 08/2011 | 140.73 | |
| 717-2166-421.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | CCSIU | | 08/2011 | 85.52 | |
| 10-1611-416.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | LEGAL | | 08/2011 | 55.58 | |
| 150-2225-422.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | COMM CENTER 911 | | 08/2011 | 51.96 | |
| 650-1565-487.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | FACILITIES BOC | | 08/2011 | 64.12 | |
| 650-1567-487.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | FACILITIES CH | | 08/2011 | 83.54 | |
| 10-1512-415.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | FINANCE PAT | | 08/2011 | 72.81 | |
| 150-2221-422.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | FIRE DEPT | | 08/2011 | 843.57 | |
| 10-1750-417.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | HUMAN RESOURCES | | 08/2011 | 42.88 | |

| CHECK DATE | CHECK NUMBER | VENDOR NAME | VENDOR # | | | CHECK AMOUNT |
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| ACCOUNT # | TRN DATE | DESCRIPTION | INVOICE | PO # | PER/YEAR | TRN AMOUNT |
| 620-1913-482.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | ITD GIS | | 08/2011 | 12.99 |
| 620-1911-482.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | ITD | | 08/2011 | 194.59 |
| 260-5517-455.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | LIBRARYOUTREACH | | 08/2011 | 27.02 |
| 260-5512-455.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | LIBRARY | | 08/2011 | 171.89 |
| 10-1100-411.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | MAYOR | | 08/2011 | 44.08 |
| 601-1550-481.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | MOTOR POOL | | 08/2011 | 50.04 |
| 10-1220-412.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | DRUG COURT | | 08/2011 | 166.42 |
| 10-1212-412.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | MUNI JUDGE | | 08/2011 | 166.16 |
| 240-4301-419.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | PLANNING | | 08/2011 | 12.99 |
| 150-2111-421.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | POLICE | | 08/2011 | 2,987.88 |
| 251-2187-421.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | POLICE FORENSIC | | 08/2011 | 90.87 |
| 249-2196-421.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | 698 1391 DV | | 08/2011 | 23.10 |
| 521-1521-493.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | PARKING | | 08/2011 | 354.08 |
| 10-5110-453.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | PRPL ADM | | 08/2011 | 62.25 |
| 10-5121-451.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | PRPL-RECREATION | | 08/2011 | 90.11 |
| 10-5140-436.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | CEMETERY | | 08/2011 | 70.10 |
| 10-5112-452.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | PARKS PMD | | 08/2011 | 43.57 |
| 10-5112-452.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | PARKS | | 08/2011 | 1,925.13 |
| 10-5112-452.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | PARKS IRRIGTION | | 08/2011 | 222.27 |
| 10-1543-415.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | PURCHASING | | 08/2011 | 99.93 |
| 660-3110-431.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | PW ADM | | 08/2011 | 107.84 |
| 209-4451-428.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | BUILDING | | 08/2011 | 330.91 |
| 670-3141-489.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | ENGINEERING | | 08/2011 | 579.41 |
| 541-3121-435.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | SOLID WASTE | | 08/2011 | 49.35 |
| 211-3132-433.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | STREET/TRAFFIC | | 08/2011 | 358.48 |
| 541-3123-435.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | SW ON CALL | | 08/2011 | 73.25 |
| 502-7700-611.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | PUD ENVIRN 1/2 | | 08/2011 | 19.19 |
| 512-8700-628.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | PUD ENVIRN 1/2 | | 08/2011 | 19.19 |
| 502-7400-603.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | WATER TREATMENT | | 08/2011 | 860.13 |
| 502-7500-609.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | DIST & COLL 60% | | 08/2011 | 645.58 |
| 512-8500-625.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | DIST & COLL 40% | | 08/2011 | 430.40 |
| 502-7312-602.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | PWBLKNP MTRSHOP | | 08/2011 | 735.14 |
| 502-7311-602.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | PWBLKNP OFF 60% | | 08/2011 | 109.56 |
| 512-8311-622.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | PWBLKNP OFF 40% | | 08/2011 | 73.05 |
| 502-7314-602.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | PWBLKNP STOR75% | | 08/2011 | 136.95 |
| 512-8314-622.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | PWBLKNP STOR25% | | 08/2011 | 45.66 |
| 512-8400-623.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | WASTEWATER TREA | | 08/2011 | 1,071.13 |
| 606-1931-484.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | TELECOMM SYS | | 08/2011 | 26.65 |
| 571-7142-713.31-60 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | ON-CALL MET | | 08/2011 | 90.93 |
| 571-7141-713.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | MET TRANSIT | | 08/2011 | 19.94 |
| 10-4321-419.34-50 | 02/24/2011 | VERIZON WIRELESS FEB 2011 | CODE ENFORCEMT | | 08/2011 | 150.29 |
| 150-2170-441.34-50 | 02/24/2011 | VERIZON WSCA FEB 2011 | AN SHELTER MDT | | 08/2011 | 215.05 |
| 717-2166-421.34-50 | 02/24/2011 | VERIZON WSCA FEB 2011 | CCSIU AIR CARD | | 08/2011 | 43.01 |
| 717-2166-421.34-50 | 02/24/2011 | VERIZON WSCA FEB 2011 | CCSIU CELL/PTT | | 08/2011 | 477.78 |
| 717-2166-421.34-50 | 02/24/2011 | VERIZON WSCA FEB 2011 | CCSIU RAVEN | | 08/2011 | 86.02 |
| 150-2221-422.34-50 | 02/24/2011 | VERIZON WSCA FEB 2011 | FIRE MDT | | 08/2011 | 648.77 |
| 620-1911-482.34-50 | 02/24/2011 | VERIZON WSCA FEB 2011 | ITD AIR CARD | | 08/2011 | 43.01 |
| 260-5517-455.34-50 | 02/24/2011 | VERIZON WSCA FEB 2011 | LIBRARYOUTREACH | | 08/2011 | 129.03 |
| 150-2111-421.34-50 | 02/24/2011 | VERIZON WSCA FEB 2011 | MDT TOUGHBOOK | | 08/2011 | 3,539.34 |
| 150-2111-421.34-50 | 02/24/2011 | VERIZON WSCA FEB 2011 | POLICE AIR CARD | | 08/2011 | 43.01 |

| CHECK DATE | CHECK NUMBER | VENDOR NAME / VENDOR # | ACCOUNT # | TRN DATE | DESCRIPTION | INVOICE | PO # | PER/YEAR | TRN AMOUNT | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | 150-2111-421.34-50 | 02/24/2011 | VERIZON WSCA FEB 2011 | POLICE ICAC | | 08/2011 | 45.69 | |
| | | | 150-2111-421.34-50 | 02/24/2011 | VERIZON WSCA FEB 2011 | POLICE USM MDT | | 08/2011 | 165.94 | |
| | | | 10-5112-452.34-50 | 02/24/2011 | VERIZON WSCA FEB 2011 | PARKS PMD AIR | | 08/2011 | 43.01 | |
| | | | 209-4451-428.34-50 | 02/24/2011 | VERIZON WSCA FEB 2011 | BUILDING AIR | | 08/2011 | 344.08 | |
| | | | 502-7500-609.34-50 | 02/24/2011 | VERIZON WSCA FEB 2011 | PUD AIR CARD60% | | 08/2011 | 25.80 | |
| | | | 512-8500-625.34-50 | 02/24/2011 | VERIZON WSCA FEB 2011 | PUD AIR CARD40% | | 08/2011 | 17.21 | |
| 02/25/2011 | 742096 | WELLS FARGO BANK-LOAN PAYMENT 16716 | | | | | | | | 7,341.60 |
| | | | 723-6595-465.62-00 | 02/23/2011 | MISC SERVICES | 1609108243 | 281966 | 08/2011 | 7,341.60 | |
| 02/25/2011 | 742097 | WESTERN SECURITY BANK 16462 | | | | | | | | 7,341.60 |
| | | | 723-6595-465.62-00 | 02/23/2011 | MISC SERVICES | 2157001592 | 281963 | 08/2011 | 7,341.60 | |
| 02/25/2011 | 742098 | WESTERN SYSTEMS INC 19490 | | | | | | | | 5,560.00 |
| | | | 211-3132-433.24-30 | 02/23/2011 | MISC SERVICES | 0000020097 | 281288 | 08/2011 | 5,560.00 | |
| 02/25/2011 | 742099 | WILLIAMS BROTHER CONSTRUCTION 8323 | | | | | | | | 306,907.21 |
| | | | 421-8493-623.93-40 | 02/23/2011 | WO0822 WWTP DISINFEC SYS | 10 | 272596 | 08/2011 | 306,907.21 | |
| 02/25/2011 | 742102 | YELLOWSTONE COUNTY SHERIFFS 6218 | | | | | | | | 50,119.66 |
| | | | 250-2135-421.21-20 | 02/22/2011 | MISC SERVICES | 2010 JAG BALANC | 281935 | 08/2011 | 603.00 | |
| | | | 225-2232-422.35-90 | 02/23/2011 | NW/SYST/SOFTWARE LICENSE | YCSO/NW 01 | 281196 | 08/2011 | 49,516.66 | |
| 02/25/2011 | 742103 | YELLOWSTONE COUNTY WEED DISTRI 12396 | | | | | | | | 5,612.83 |
| | | | 10-5112-452.36-50 | 02/18/2011 | SPRAYING OF WEEDS | CPR10-3 | 281830 | 08/2011 | 3,396.77 | |
| | | | 10-5112-452.36-50 | 02/18/2011 | WEED CONTROL SPRAYING | CPR11-1 | 281830 | 08/2011 | 2,216.06 | |
| 02/25/2011 | 742104 | YELLOWSTONE VALLEY ELEC 4174 | | | | | | | | 2,656.25 |
| | | | 810-3183-431.34-10 | 02/22/2011 | SILMD 299 VINTAGE ESTATES | ACCT 4179014 | 281884 | 08/2011 | 364.67 | |
| | | | 150-2221-422.34-10 | 02/23/2011 | FIRE7:ELEC/7496 KWH/JAN | 4179013 11-01 | 276368 | 08/2011 | 778.62 | |
| | | | 607-2235-486.34-10 | 02/23/2011 | 800MHZ/LANDFILL TWR 2530 | 4179002 11-01 | 276421 | 08/2011 | 251.11 | |
| | | | 541-3123-435.34-10 | 02/24/2011 | ELEC JAN AT LF | 4179000 | 281443 | 08/2011 | 1,261.85 | |

DATE RANGE TOTAL * 1,053,927.52 *

**Consent Item #: 1. Q. 2.**

**Regular City Council Meeting**

**Date: 03/28/2011**

**TITLE:** Payment of Claims March 04, 2011.

**PRESENTED BY:** Pat M. Weber, Financial Services Manager

**Department:** City Hall Administration

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**Information**

## PROBLEM/ISSUE STATEMENT

Claims in the amount of $1,454,519.48 have been audited and are presented for your approval for payment. A complete listing of the claims dated March 4, 2011, is available in the Finance Department.

## ALTERNATIVES ANALYZED

The Council may:

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

## FINANCIAL IMPACT

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

## RECOMMENDATION

Staff recommends that Council approve Payment of Claims.

## APPROVED BY CITY ADMINISTRATOR

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**Attachments**

List of claims greater than $2500.

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| CHECK DATE | CHECK NUMBER | VENDOR NAME | VENDOR # | | | | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|
| ACCOUNT # | TRN DATE | DESCRIPTION | | INVOICE | PO # | PER/YEAR | TRN AMOUNT |
| 03/04/2011 | 742109 | ACTIVE TRANSPORTATION ALTERNAT | 20644 | | | | 5,667.00 |
| 240-4301-419.35-60 | 03/01/2011 | ALT MODES 2/11 | | ALT MODES 2/11 | 282070 | 09/2011 | 5,667.00 |
| 03/04/2011 | 742110 | AIR CONTROLS CO INC | 65 | | | | 4,500.00 |
| 502-7400-603.24-50 | 02/22/2011 | MISC SERVICES | | 89244 | 281899 | 08/2011 | 2,100.00 |
| 502-7400-603.24-50 | 02/22/2011 | MISC SERVICES | | 89245 | 281899 | 08/2011 | 2,100.00 |
| 150-2171-441.24-50 | 03/02/2011 | AIR HANDLER MAINTENANCE | | 89099 | 282161 | 09/2011 | 300.00 |
| 03/04/2011 | 742111 | ALBERTA BAIR THEATER | 73 | | | | 3,303.00 |
| 786-1514-415.72-78 | 03/02/2011 | MISC SERVICES | | GRANT | 282170 | 09/2011 | 3,303.00 |
| 03/04/2011 | 742112 | ALTA PLANNING & DESIGN INC | 21295 | | | | 21,447.50 |
| 240-4301-419.72-14 | 02/25/2011 | INV 10-067-6 | | INV 10-067-6 | 282034 | 08/2011 | 16,183.00 |
| 240-4301-419.72-14 | 03/03/2011 | INV 10-067-7 | | INV 10-067-7 | 282173 | 09/2011 | 5,264.50 |
| 03/04/2011 | 742116 | ARCHIE COCHRANE | 800 | | | | 2,890.28 |
| 571-7147-713.23-20 | 02/24/2011 | MP | | 5045656 | 282031 | 08/2011 | 245.62 |
| 150-2112-421.23-20 | 02/25/2011 | MP | | 5044289 | 282044 | 08/2011 | 400.29 |
| 150-2112-421.23-20 | 02/25/2011 | MP | | 5044348 | 282044 | 08/2011 | 107.49 |
| 150-2112-421.23-20 | 02/25/2011 | MP | | 5044358 | 282044 | 08/2011 | 46.44 |
| 150-2112-421.23-20 | 02/25/2011 | MP | | 5044438 | 282044 | 08/2011 | 400.29 |
| 150-2226-422.23-20 | 02/25/2011 | MP | | 5044478 | 282044 | 08/2011 | 50.85 |
| 10-5112-452.23-20 | 02/25/2011 | MP | | 5044557 | 282044 | 08/2011 | 50.85 |
| 150-2112-421.23-20 | 02/25/2011 | MP | | 5044557 | 282044 | 08/2011 | 50.85 |
| 150-2112-421.23-20 | 02/25/2011 | MP | | 5044620 | 282044 | 08/2011 | 107.49 |
| 541-3123-435.23-20 | 02/25/2011 | MP | | 5044632 | 282044 | 08/2011 | 215.76 |
| 150-2112-421.23-20 | 02/25/2011 | MP | | 5044700 | 282044 | 08/2011 | 35.22 |
| 150-2112-421.23-20 | 02/25/2011 | MP | | 5044869 | 282044 | 08/2011 | 223.07 |
| 10-5112-452.23-20 | 02/25/2011 | MP | | 5045058 | 282044 | 08/2011 | 50.85 |
| 541-3123-435.23-20 | 02/25/2011 | MP | | 5045156 | 282044 | 08/2011 | 78.75 |
| 211-3130-433.23-20 | 02/25/2011 | MP | | 5045189 | 282044 | 08/2011 | 59.12 |
| 541-3123-435.23-20 | 02/25/2011 | MP | | 5045264 | 282044 | 08/2011 | 70.44 |
| 541-3123-435.23-20 | 02/25/2011 | MP | | 5045352 | 282044 | 08/2011 | 102.98 |
| 150-2112-421.23-20 | 02/25/2011 | MP | | 5046025 | 282044 | 08/2011 | 18.63 |
| 150-2112-421.23-20 | 02/25/2011 | MP | | 5046041 | 282044 | 08/2011 | 306.65 |
| 150-2112-421.23-20 | 03/01/2011 | MP | | 5045426 | 282140 | 09/2011 | 43.56 |
| 541-3123-435.23-20 | 03/01/2011 | MP | | 5045516 | 282140 | 09/2011 | 35.93 |
| 150-2112-421.23-20 | 03/01/2011 | MP | | 5046111 | 282140 | 09/2011 | 96.00 |
| 150-2112-421.23-20 | 03/01/2011 | MP | | 5046120 | 282140 | 09/2011 | 93.15 |
| 03/04/2011 | 742119 | BALCO UNIFORM CO INC | 6003 | | | | 3,592.00 |
| 150-2112-421.22-20 | 03/02/2011 | MISC SERVICES | | ARMOR | 280859 | 09/2011 | 1,440.00 |
| 150-2112-421.22-60 | 03/02/2011 | MISC SERVICES | | 64306-750-8 | 281661 | 09/2011 | 2,152.00 |
| 03/04/2011 | 742141 | BUSINESS TAX SECTION | 2449 | | | | 3,861.47 |
| 505-0000-201.10-00 | 01/31/2011 | RETAINAGE RELEASE | | RET RELEASE | 278561 | 08/2011 | 3.76 |
| 505-7515-609.36-71 | 02/22/2011 | 5428 CORNERSTONE | | 551532 | 281918 | 08/2011 | 58.39 |
| 513-0000-201.10-00 | 02/28/2011 | WO1009 WWTP T-5 TRANSFRMR | | RET RELEASE | 274407 | 08/2011 | 48.99 |
| 513-8491-623.93-90 | 02/28/2011 | WO1009 WWTP TRANSFRMR T-5 | | 6 | 274407 | 08/2011 | 17.10 |

| CHECK DATE | CHECK NUMBER | VENDOR NAME | VENDOR # | | | | CHECK AMOUNT |
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| 406-7119-711.92-90 | 03/01/2011 | MISC SERVICES | 278674-4 | | 278674 | 09/2011 | 3,733.23 |
| 03/04/2011 | 742143 | CAMP DRESSER & MCKEE INC. | 17330 | | | | 47,504.01 |
| 502-7211-601.35-90 | 02/28/2011 | SDF FEES/WTR RESALE RATE | 1 & 2 | | 279879 | 08/2011 | 36,331.89 |
| 512-8211-621.35-90 | 02/28/2011 | SDF FEES/WTR RESALE RATE | 1 & 2 | | 279879 | 08/2011 | 11,172.12 |
| 03/04/2011 | 742154 | COLSTRIP ELECTRIC INC | 11663 | | | | 6,543.24 |
| 513-0000-201.10-00 | 02/28/2011 | WO1009 WWTP T-5 TRANSFRMR | RET RELEASE | | 274406 | 08/2011 | 4,850.34 |
| 513-8491-623.93-90 | 02/28/2011 | WO1009 WWTP TRANSFRMR T-5 | 6 | | 274406 | 08/2011 | 1,692.90 |
| 03/04/2011 | 742158 | COUNTY WATER DISTRICT OF | 881 | | | | 19,515.62 |
| 150-2221-422.34-20 | 03/02/2011 | FIRE6:WATER/9280 GAL/FEB | 16118-00 11-FEB | | 276921 | 09/2011 | 32.42 |
| 805-1570-425.53-50 | 03/02/2011 | MISC SERVICES | 1429 | | 282169 | 09/2011 | 19,483.20 |
| 03/04/2011 | 742166 | D & D TRANSPORT REF SERVI | 937 | | | | 12,604.94 |
| 10-5112-452.82-10 | 03/01/2011 | UTILITY CARTS | 19000 | | 282075 | 09/2011 | 12,604.94 |
| 03/04/2011 | 742174 | DELL COMPUTER L P | 13426 | | | | 4,049.96 |
| 150-2221-422.29-25 | 02/28/2011 | MISC SERVICES | XF6MFK554 | | 280692 | 08/2011 | 1,349.98 |
| 211-3132-433.29-25 | 02/28/2011 | MISC SERVICES | XF7JR8TP9 | | 281610 | 08/2011 | 2,699.98 |
| 03/04/2011 | 742184 | DOWNTOWN BILLINGS BID, INC. | 19065 | | | | 17,577.86 |
| 780-1575-415.76-80 | 02/23/2011 | MISC SERVICES | CITY OWNED | | 281956 | 08/2011 | 17,577.86 |
| 03/04/2011 | 742188 | ED BARTLETT LLC | 20308 | | | | 5,900.00 |
| 10-1411-414.39-50 | 03/01/2011 | MISC SERVICES | 226 | | 282099 | 09/2011 | 5,900.00 |
| 03/04/2011 | 742224 | HDR INC | 1544 | | | | 24,056.53 |
| 502-7211-601.35-40 | 02/28/2011 | INTEGRATED WATER PLAN | 10/INV 268348-H | | 270373 | 08/2011 | 5,496.13 |
| 512-8211-621.35-40 | 02/28/2011 | INTEGRATED WATER PLAN | 10/INV 268348-H | | 270373 | 08/2011 | 4,403.06 |
| 840-3184-431.35-90 | 02/28/2011 | INTEGRATED WATER PLAN | 10/INV 268348-H | | 270373 | 08/2011 | 5,496.13 |
| 845-3186-431.93-10 | 02/28/2011 | WO0915 GRAND/ZIMM/SHILOH | 12/INV 266968-H | | 270652 | 08/2011 | 6,982.86 |
| 845-3186-431.93-10 | 02/28/2011 | WO0914 WICKS/ST ANDREWS | 6 | | 276249 | 08/2011 | 1,678.35 |
| 03/04/2011 | 742226 | HKM ENGINEERING INC | 10883 | | | | 4,116.55 |
| 210-5151-452.93-90 | 02/28/2011 | WO0307 ALKALI CR PATH | 51 | | 250043 | 08/2011 | 3,555.88 |
| 490-5161-452.93-70 | 02/28/2011 | WO0307 ALKALI CR PATH | 51 | | 250043 | 08/2011 | 560.67 |
| 03/04/2011 | 742235 | JACKSON CONTRACTOR GROUP INC | 21359 | | | | 369,589.50 |
| 406-7119-711.92-90 | 03/01/2011 | MISC SERVICES | 278672-4 | | 278672 | 09/2011 | 369,589.50 |
| 03/04/2011 | 742271 | LAND DESIGN INC | 15918 | | | | 9,618.00 |
| 10-5112-452.35-90 | 02/25/2011 | BYRON NELSON MASTER PLAN | PAYMENT 3 | | 280097 | 08/2011 | 7,083.00 |
| 10-0000-201.10-00 | 03/02/2011 | BYRON NELSON MASTER PLAN | RETAINAGE RELEA | | 280097 | 08/2011 | 2,535.00 |
| 03/04/2011 | 742295 | MONTANA DAKOTA UTILITIES CO | 2492 | | | | 29,637.48 |
| 512-8400-623.34-40 | 03/03/2011 | PUD | 07555321 | 25% | | 09/2011 | 1,928.25 |
| 512-8400-623.34-40 | 03/03/2011 | PUD | 07555321 | 50% | | 09/2011 | 3,856.50 |
| 512-8400-623.34-40 | 03/03/2011 | PUD | 07555321 | 25% | | 09/2011 | 1,928.25 |
| 512-8400-623.34-40 | 03/03/2011 | PUD | 07555321 | 25% | | 09/2011 | 95.69 |

| CHECK DATE | CHECK NUMBER | VENDOR NAME | VENDOR # | | | | CHECK AMOUNT |
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| ACCOUNT # | TRN DATE | DESCRIPTION | INVOICE | | PO # | PER/YEAR | TRN AMOUNT |
| 512-8400-623.34-40 | 03/03/2011 | PUD | 07555321 | 50% | | 09/2011 | 191.38 |
| 512-8400-623.34-40 | 03/03/2011 | PUD | 07555321 | 25% | | 09/2011 | 95.69 |
| 521-1595-493.34-40 | 03/03/2011 | PARKING 2910 N 3RD AVE | 07624725 | | | 09/2011 | 1,464.10 |
| 150-2221-422.34-40 | 03/03/2011 | FIRE | 07935121 | | | 09/2011 | 488.99 |
| 541-3123-435.34-40 | 03/03/2011 | SW | 08073321 | | | 09/2011 | 998.88 |
| 502-7400-603.34-40 | 03/03/2011 | PUD | 08156221 | | | 09/2011 | 3,505.80 |
| 502-7400-603.34-40 | 03/03/2011 | PUD | 08156322 | 50% | | 09/2011 | 39.59 |
| 502-7400-603.34-40 | 03/03/2011 | PUD | 08156322 | 50% | | 09/2011 | 39.59 |
| 502-7400-603.34-40 | 03/03/2011 | PUD | 08156421 | | | 09/2011 | 445.37 |
| 502-7400-603.34-40 | 03/03/2011 | PUD | 08156521 | | | 09/2011 | 103.64 |
| 502-7400-603.34-40 | 03/03/2011 | PUD | 08156621 | | | 09/2011 | 1,082.15 |
| 502-7400-603.34-40 | 03/03/2011 | PUD | 08156721 | | | 09/2011 | 380.63 |
| 502-7400-603.34-40 | 03/03/2011 | PUD | 08156821 | | | 09/2011 | 46.82 |
| 502-7400-603.34-40 | 03/03/2011 | PUD | 08156922 | | | 09/2011 | 334.08 |
| 502-7314-602.34-40 | 03/03/2011 | PUD | 08157021 | 75% | | 09/2011 | 901.64 |
| 512-8314-622.34-40 | 03/03/2011 | PUD | 08157021 | 25% | | 09/2011 | 300.55 |
| 502-7314-602.34-40 | 03/03/2011 | PUD | 08157121 | 75% | | 09/2011 | 866.22 |
| 512-8314-622.34-40 | 03/03/2011 | PUD | 08157121 | 25% | | 09/2011 | 288.75 |
| 502-7400-603.34-40 | 03/03/2011 | PUD | 08157221 | | | 09/2011 | 88.62 |
| 502-7400-603.34-40 | 03/03/2011 | PUD | 08157322 | | | 09/2011 | 54.91 |
| 512-8400-623.34-40 | 03/03/2011 | PUD | 08510222 | | | 09/2011 | 10.40 |
| 10-5141-436.34-40 | 03/03/2011 | CEMETERY | 08543421 | | | 09/2011 | 148.31 |
| 10-5141-436.34-40 | 03/03/2011 | CEMETERY | 08543521 | | | 09/2011 | 420.76 |
| 502-7400-603.34-40 | 03/03/2011 | PUD | 08683522 | | | 09/2011 | 156.53 |
| 10-5112-452.34-40 | 03/03/2011 | PARKS | 08767921 | | | 09/2011 | 107.16 |
| 502-7400-603.34-40 | 03/03/2011 | CSD | 31563202 | | | 09/2011 | 144.59 |
| 502-7400-603.34-40 | 03/03/2011 | CSD | 31563302 | | | 09/2011 | 85.92 |
| 502-7400-603.34-40 | 03/03/2011 | PUD | 31753602 | | | 09/2011 | 83.84 |
| 650-1566-487.34-40 | 03/03/2011 | ADMIN BUILDING | 32577402 | | | 09/2011 | 3,225.33 |
| 650-1566-487.34-40 | 03/03/2011 | EVIDENCE BUILDING | 32629302 | | | 09/2011 | 337.88 |
| 650-1566-487.34-40 | 03/03/2011 | PD1 | 32708002 | | | 09/2011 | 1,136.52 |
| 650-1566-487.34-40 | 03/03/2011 | GARAGE | 32781001 | | | 09/2011 | 4,019.06 |
| 10-5126-451.34-40 | 03/03/2011 | PARKS & REC | 34329601 | | | 09/2011 | 22.05 |
| 512-8500-625.34-40 | 03/03/2011 | PUD LIFT STATION | 36738301 | | | 09/2011 | 31.47 |
| 266-6773-465.72-91 | 03/03/2011 | 1039 CUSTER AVENUE | 065851 25 | | 282184 | 09/2011 | 85.82 |
| 266-6773-465.72-91 | 03/03/2011 | 1128 LYNN AVENUE | 067478 27 | | 282184 | 09/2011 | 48.36 |
| 266-6773-465.72-91 | 03/03/2011 | 3701 CAMBRIDGE DRIVE | 082497 25 | | 282184 | 09/2011 | 47.39 |
| 03/04/2011 742297 | MONTANA DEPT OF TRANSPORTATION 2496 | | | | | | 319,366.04 |
| 205-3131-433.93-10 | 02/24/2011 | WO02-10 BENCH CONNNECTION | AR#27083 | | 281997 | 08/2011 | 318,527.82 |
| 503-7591-609.93-40 | 02/28/2011 | WO0716 SHILOH RD CORRIDOR | AR# 29113 | | 282066 | 08/2011 | 838.22 |
| 03/04/2011 742303 | MORRISON MAIERLE INC 2572 | | | | | | 31,205.38 |
| 406-7119-711.92-90 | 03/01/2011 | MISC SERVICES | 117067 | | 277318 | 09/2011 | 12,945.37 |
| 406-7119-711.92-90 | 03/01/2011 | MISC SERVICES | 117068 | | 277318 | 09/2011 | 18,260.01 |
| 03/04/2011 742308 | NAPA AUTO PARTS 2632 | | | | | | 2,576.35 |
| 601-0000-141.00-00 | 02/24/2011 | MP | 174422 | | | 08/2011 | 82.50 |
| 601-0000-141.00-00 | 02/24/2011 | MP | 174422 | | | 08/2011 | 50.46 |
| 601-0000-141.00-00 | 02/24/2011 | MP | 174422 | | | 08/2011 | 39.64 |

| CHECK DATE | CHECK NUMBER | VENDOR NAME | VENDOR # | | | CHECK AMOUNT |
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| 601-0000-141.00-00 | 02/24/2011 | MP | 174608 | | 08/2011 | 15.90 |
| 601-0000-141.71-41 | 02/24/2011 | MP | 176397 | | 08/2011 | 175.84 |
| 541-3122-435.23-20 | 02/24/2011 | MP | 155764 | 282022 | 08/2011 | 117.20 |
| 150-2172-441.23-20 | 02/24/2011 | MP | 167685 | 282022 | 08/2011 | 146.89 |
| 150-2226-422.23-20 | 02/24/2011 | MP | 174152 | 282022 | 08/2011 | 18.02 |
| 541-3122-435.23-20 | 02/24/2011 | MP | 174279 | 282022 | 08/2011 | 54.27 |
| 541-3122-435.23-20 | 02/24/2011 | MP | 174549 | 282022 | 08/2011 | 32.39 |
| 541-3123-435.23-20 | 02/24/2011 | MP | 174549 | 282022 | 08/2011 | 6.74 |
| 541-3122-435.23-20 | 02/24/2011 | MP | 174624 | 282022 | 08/2011 | 10.38 |
| 601-1553-481.26-50 | 02/24/2011 | MP | 174661 | 282022 | 08/2011 | 15.98 |
| 150-2112-421.23-20 | 02/24/2011 | MP | 174848 | 282022 | 08/2011 | 19.78 |
| 150-2226-422.23-20 | 02/24/2011 | MP | 175235 | 282022 | 08/2011 | 12.58 |
| 541-3123-435.23-20 | 02/24/2011 | MP | 175354 | 282022 | 08/2011 | 93.10 |
| 601-1553-481.26-50 | 02/24/2011 | MP | 175356 | 282022 | 08/2011 | 12.29 |
| 541-3123-435.23-20 | 02/24/2011 | MP | 175522 | 282022 | 08/2011 | 11.48 |
| 541-3122-435.23-20 | 02/24/2011 | MP | 175966 | 282022 | 08/2011 | 5.06 |
| 601-1553-481.26-50 | 02/24/2011 | MP | 166958 | 282025 | 08/2011 | 6.33 |
| 150-2112-421.23-20 | 02/24/2011 | MP | 167347 | 282025 | 08/2011 | 127.33 |
| 211-3134-433.23-20 | 02/24/2011 | MP | 168117 | 282025 | 08/2011 | 11.00 |
| 571-7144-713.23-20 | 02/24/2011 | MP | 169927 | 282025 | 08/2011 | 44.07 |
| 571-7144-713.23-20 | 02/24/2011 | MP | 172434 | 282025 | 08/2011 | 15.96 |
| 541-3123-435.23-20 | 02/24/2011 | MP | 175354-A | 282025 | 08/2011 | 348.21 |
| 211-3133-433.23-20 | 02/24/2011 | MP | 176646 | 282025 | 08/2011 | 47.82 |
| 150-2112-421.23-20 | 02/24/2011 | MP | 176825 | 282025 | 08/2011 | 89.16 |
| 601-0000-141.71-41 | 02/28/2011 | MP | 175943 | | 08/2011 | 20.30 |
| 601-0000-141.00-00 | 02/28/2011 | MP | 177025 | | 08/2011 | 7.32 |
| 601-0000-141.00-00 | 02/28/2011 | MP | 177270 | | 08/2011 | 354.02 |
| 601-0000-141.00-00 | 02/28/2011 | MP | 178892 | | 08/2011 | 208.87 |
| 571-7144-713.23-20 | 02/28/2011 | MP | 175943 | 282072 | 08/2011 | 5.99 |
| 541-3122-435.23-20 | 02/28/2011 | MP | 176335 | 282072 | 08/2011 | 4.02 |
| 150-2112-421.23-20 | 02/28/2011 | MP | 176361 | 282072 | 08/2011 | 38.04 |
| 150-2112-421.23-20 | 02/28/2011 | MP | 176835 | 282072 | 08/2011 | 4.46 |
| 150-2112-421.23-20 | 02/28/2011 | MP | 176983 | 282072 | 08/2011 | 15.86 |
| 211-3132-433.23-20 | 02/28/2011 | MP | 177071 | 282072 | 08/2011 | 7.56 |
| 10-5112-452.23-20 | 02/28/2011 | MP | 177349 | 282072 | 08/2011 | 42.42 |
| 150-2112-421.23-20 | 02/28/2011 | MP | 178305 | 282072 | 08/2011 | 126.59 |
| 541-3122-435.23-20 | 02/28/2011 | MP | 178399 | 282072 | 08/2011 | 41.42 |
| 150-2112-421.23-20 | 02/28/2011 | MP | 178892 | 282072 | 08/2011 | 7.77 |
| 150-2172-441.23-20 | 02/28/2011 | MP | 178994 | 282072 | 08/2011 | 57.05 |
| 571-7144-713.23-20 | 02/28/2011 | MP | 282072 | 282072 | 08/2011 | 24.28 |
| 03/04/2011 742313 | NEXTX COMMUNICATIONS INC | 20952 | | | | 4,016.25 |
| 260-5518-455.35-90 | 02/28/2011 | INV 901 TROUBLESHOOT WEBS | 901,902,914 | F12398 | 08/2011 | 1,402.50 |
| 260-5518-455.35-90 | 02/28/2011 | INV 902 INITIAL SMOOTHWAL | 901,902,914 | F12398 | 08/2011 | 1,423.75 |
| 260-5518-455.35-90 | 02/28/2011 | INV 914 SUBNET CONFIG. FO | 901,902,914 | F12398 | 08/2011 | 1,190.00 |
| 03/04/2011 742320 | NORTHWEST SCIENTIFIC INC | 2760 | | | | 3,304.37 |
| 502-7400-603.22-20 | 03/01/2011 | MISC SERVICES | 5010426 | 281231 | 09/2011 | 39.34 |
| 502-7400-603.22-20 | 03/01/2011 | MISC SERVICES | 5010523 | 281231 | 09/2011 | 725.12 |
| 502-7400-603.22-20 | 03/01/2011 | MISC SERVICES | 5010524 | 281231 | 09/2011 | 315.22 |

| CHECK DATE | CHECK NUMBER | VENDOR NAME | VENDOR # | | | | CHECK AMOUNT |
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| ACCOUNT # | TRN DATE | DESCRIPTION | INVOICE | PO # | PER/YEAR | | TRN AMOUNT |
| 502-7400-603.22-20 | 03/01/2011 | MISC SERVICES | 5010526 | 281231 | 09/2011 | | 144.35 |
| 502-7400-603.22-20 | 03/01/2011 | MISC SERVICES | 5010527 | 281231 | 09/2011 | | 1,913.04 |
| 502-7400-603.22-20 | 03/01/2011 | MISC SERVICES | 5010938 | 281231 | 09/2011 | | 82.97 |
| 502-7400-603.22-20 | 03/01/2011 | MISC SERVICES | 5010939 | 281231 | 09/2011 | | 84.33 |
| 03/04/2011 742322 | NORTHWESTERN ENERGY | 15771 | | | | | 146,142.38 |
| 502-7400-603.34-10 | 02/22/2011 | MISC SERVICES | 01004852 FEB11 | 281925 | 08/2011 | | 915.53 |
| 512-8400-623.34-10 | 02/22/2011 | MISC SERVICES | 01005917 FEB11 | 281925 | 08/2011 | | 54,819.50 |
| 502-7314-602.34-10 | 02/22/2011 | MISC SERVICES | 01006063 FEB11 | 281925 | 08/2011 | | 2,189.01 |
| 502-7400-603.34-10 | 02/22/2011 | MISC SERVICES | 01006063 FEB11 | 281925 | 08/2011 | | 54,725.30 |
| 502-7400-603.34-10 | 02/22/2011 | MISC SERVICES | 01006063 FEB11 | 281925 | 08/2011 | | 14,593.41 |
| 512-8314-622.34-10 | 02/22/2011 | MISC SERVICES | 01006063 FEB11 | 281925 | 08/2011 | | 1,459.34 |
| 150-2221-422.34-10 | 02/28/2011 | FIRE6:ELEC/3660KWH | 0100477-9 11FEB | 276425 | 08/2011 | | 403.84 |
| 260-5512-455.34-10 | 02/28/2011 | ACCOUNT 0100467-0 LIBRARY | 100467-0 FEB 11 | F12399 | 08/2011 | | 8,727.38 |
| 10-5127-451.34-10 | 03/01/2011 | ELECTRIC CHARGES | 0100506-5FEB11 | 282077 | 09/2011 | | 1,310.89 |
| 502-7400-603.34-10 | 03/01/2011 | MISC SERVICES | 01004787 FEB11 | 282113 | 09/2011 | | 600.29 |
| 502-7400-603.34-10 | 03/01/2011 | MISC SERVICES | 01005404 FEB11 | 282113 | 09/2011 | | 2,137.79 |
| 502-7400-603.34-10 | 03/01/2011 | MISC SERVICES | 01005404 FEB11 | 282113 | 09/2011 | | 2,137.80 |
| 150-2221-422.34-10 | 03/03/2011 | NW FIRE | 07125321 | | 09/2011 | | 30.83 |
| 10-5141-436.34-10 | 03/03/2011 | NW PARK/REC/PL | 07125396 | | 09/2011 | | 70.96 |
| 10-5126-451.34-10 | 03/03/2011 | NW PARK/REC/PL | 07208416 | | 09/2011 | | 45.40 |
| 10-5112-452.34-10 | 03/03/2011 | NW PARK/REC/PL | 09208018 | | 09/2011 | | 27.31 |
| 872-5198-452.34-10 | 03/03/2011 | NW PARK/REC/PL | 09718248 | | 09/2011 | | 7.95 |
| 10-5112-452.34-10 | 03/03/2011 | PARKS | 09789173 | | 09/2011 | | 7.10 |
| 10-5129-451.34-10 | 03/03/2011 | NW FIRE | 09998071 | | 09/2011 | | 7.10 |
| 607-2235-486.34-10 | 03/03/2011 | NW FIRE | 10069151 | | 09/2011 | | 151.23 |
| 10-5112-452.34-10 | 03/03/2011 | NW Parks | 11565272 | | 09/2011 | | 7.10 |
| 150-2171-441.34-10 | 03/03/2011 | NW | 11834835 | | 09/2011 | | 1,298.63 |
| 10-5112-452.34-10 | 03/03/2011 | NW | 12300661 | | 09/2011 | | 14.64 |
| 10-5112-452.34-10 | 03/03/2011 | NW | 12422226 | | 09/2011 | | 7.52 |
| 10-5112-452.34-10 | 03/03/2011 | NW | 12488631 | | 09/2011 | | 52.20 |
| 872-5198-452.34-10 | 03/03/2011 | NW | 13127071 | | 09/2011 | | 7.72 |
| 521-1595-493.34-10 | 03/03/2011 | NW | 13815279 | | 09/2011 | | 157.49 |
| 10-5112-452.34-10 | 03/03/2011 | NW | 14093942 | | 09/2011 | | 8.27 |
| 872-5198-452.34-10 | 03/03/2011 | NW | 15138001 | | 09/2011 | | 18.25 |
| 872-5198-452.34-10 | 03/03/2011 | NW | 15138027 | | 09/2011 | | 31.67 |
| 872-5198-452.34-10 | 03/03/2011 | NW | 15138043 | | 09/2011 | | 16.14 |
| 872-5198-452.34-10 | 03/03/2011 | PARKS | 15642093 | | 09/2011 | | 7.85 |
| 10-5141-436.34-10 | 03/03/2011 | CEMETERY | 16352890 | | 09/2011 | | 19.97 |
| 10-5112-452.34-10 | 03/03/2011 | PARKS 1 | 16926669 | | 09/2011 | | 7.83 |
| 512-8500-625.34-10 | 03/03/2011 | SEWER LIFTSTATION C | 17040254 | | 09/2011 | | 18.79 |
| 512-8500-625.34-10 | 03/03/2011 | WWTP | 17040304 | | 09/2011 | | 61.35 |
| 211-3132-433.34-10 | 03/03/2011 | STREETS/TRAFFIC | 17389891 | | 09/2011 | | 14.98 |
| 211-3132-433.34-10 | 03/03/2011 | STREETS/TRAFFIC | 17978289 | | 09/2011 | | 5.00 |
| 266-6773-465.72-91 | 03/03/2011 | 3701 CAMBRIDGE DRIVE | 1894946-1 | 282185 | 09/2011 | | 19.02 |
| 03/04/2011 742327 | PALM TREE CONSTRUCTION | 2869 | | | | | 5,780.61 |
| 505-7515-609.36-71 | 02/22/2011 | 5428 CORNERSTONE | 551532 | 281916 | 08/2011 | | 5,780.61 |
| 03/04/2011 742333 | PUBLIC UTILITIES | 5022 | | | | | 3,283.82 |
| 561-7110-711.34-20 | 03/03/2011 | 1901 AIRPORT TERM CIR | 68407759 | | 09/2011 | | 3,213.81 |

| CHECK DATE | CHECK NUMBER | VENDOR NAME | VENDOR # | | | | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|
| ACCOUNT # | TRN DATE | DESCRIPTION | INVOICE | PO # | PER/YEAR | | TRN AMOUNT |
| 512-8500-625.34-20 | 03/03/2011 | 2229 BLUE CREEK RD | 13670319854 | | 09/2011 | | 9.49 |
| 266-6773-465.72-91 | 03/03/2011 | 1039 CUSTER AVENUE | 97315-10331500 | 282186 | 09/2011 | | 30.26 |
| 266-6773-465.72-91 | 03/03/2011 | 1128 LYNN AVENUE | 97315-11377600 | 282186 | 09/2011 | | 30.26 |
| 03/04/2011 | 742374 | SUNSET EXCAVATION | 11477 | | | | 3,175.00 |
| 505-7515-609.36-71 | 03/01/2011 | MISC SERVICES | 904745 | 282138 | 09/2011 | | 1,700.00 |
| 505-7515-609.36-71 | 03/01/2011 | MISC SERVICES | 904746 | 282138 | 09/2011 | | 1,475.00 |
| 03/04/2011 | 742386 | TOWN & COUNTRY SUPPLY ASSOCIAT | 18295 | | | | 61,702.64 |
| 601-0000-141.71-41 | 02/24/2011 | MP | 75435 | | 08/2011 | | 5,551.40 |
| 601-0000-141.71-41 | 02/28/2011 | BUS MET | 81408 | | 08/2011 | | 19,554.05 |
| 150-2226-422.23-10 | 02/28/2011 | FIRE1:FEB23 DELIVERY | 75432 FIRE1 | 276337 | 08/2011 | | 957.47 |
| 150-2226-422.23-10 | 02/28/2011 | FIRE3:DIESEL 300 GALLONS | 75433 FIRE3 | 276337 | 08/2011 | | 824.07 |
| 150-2226-422.23-10 | 02/28/2011 | FIRE5:DIESEL/200 GALLONS | 90832 FIRE5 | 276337 | 08/2011 | | 575.72 |
| 150-2226-422.23-10 | 02/28/2011 | FIRE2:DIESEL 1000 GALLONS | 90837 FIRE2 | 276337 | 08/2011 | | 2,878.60 |
| 502-0000-141.00-00 | 03/01/2011 | WATER PARTS AND SUPPLIES | 81414 | | 09/2011 | | 19,716.93 |
| 561-7118-711.23-13 | 02/28/2011 | INVOICE #81412 | 81412 | F12393 | 08/2011 | | 11,644.40 |
| 03/04/2011 | 742394 | UNIVERSAL ATHLETIC SERV | 3851 | | | | 2,615.84 |
| 150-2226-422.21-20 | 02/28/2011 | FIRE1:CREDIT | 202-0000381 FR1 | 282035 | 08/2011 | | 35.96- |
| 150-2226-422.21-20 | 03/01/2011 | FIRE/SPRING/COLLARS | 202-0009148-01 | 280977 | 09/2011 | | 48.93 |
| 150-2226-422.21-20 | 03/01/2011 | FIRE/WEIGHT/EQUIP | 202-0009149-01 | 280977 | 09/2011 | | 2,602.87 |
| 03/04/2011 | 742411 | YELLOWSTONE COUNTY TREASURER | 4159 | | | | 190,257.00 |
| 202-1513-362.70-15 | 03/02/2011 | SUNSETTED TAX INCREMENT | REFUND | | 08/2011 | | 190,257.00 |
| 03/04/2011 | 742412 | YELLOWSTONE VALLEY ELEC | 4174 | | | | 2,716.59 |
| 502-7400-603.34-10 | 02/22/2011 | MISC SERVICES | 4179006 FEB11 | 281909 | 08/2011 | | 648.69 |
| 512-8400-623.34-10 | 02/22/2011 | MISC SERVICES | 4179006 FEB11 | 281909 | 08/2011 | | 59.02 |
| 512-8400-623.34-10 | 02/22/2011 | MISC SERVICES | 4179008 FEB11 | 281909 | 08/2011 | | 1,407.38 |
| 512-8500-625.34-10 | 02/22/2011 | MISC SERVICES | 4179008 FEB11 | 281909 | 08/2011 | | 163.18 |
| 512-8500-625.34-10 | 02/22/2011 | MISC SERVICES | 4179010 FEB11 | 281909 | 08/2011 | | 169.36 |
| 512-8500-625.34-10 | 02/22/2011 | MISC SERVICES | 4179011 FEB11 | 281909 | 08/2011 | | 19.00 |
| 512-8500-625.34-10 | 03/01/2011 | MISC SERVICES | 4179015 FEB11 | 282131 | 09/2011 | | 249.96 |
| | | | | | DATE RANGE TOTAL * | | 1,372,117.21 * |

**Regular Item #: 2.**

**Regular City Council Meeting**

**Date: 03/28/2011**

**TITLE:** Public Hearing and Resolution Vacating Shaw Circle in Twin Oaks Subdivision

**PRESENTED BY:** David Mumford

**Department:** Public Works

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**Information**

## PROBLEM/ISSUE STATEMENT

Twin Oaks Corporation, the property owner of Twin Oaks Subdivision 2nd Filing, is replatting portions of the subdivision. With the new plat, portions of the internal streets will be realigned. This requires portions of the street right of way to be vacated and new right of way to be dedicated. None of these streets have been constructed. Twin Oaks Corporation is the original developer, therefore, the right of way to be vacated is done at no cost to the developer. Attached is a map showing the right of way to be vacated and the new right of way to be dedicated. The vacation of the rights of way is necessary for the approval of the Twin Oaks Subdivision 2nd Filing plat, also being considered at this council meeting.

## ALTERNATIVES ANALYZED

The Council may:

- After holding a public hearing, approve the vacation of the above-mentioned rights of way.
- Do not approve the vacation of the rights of way.

## FINANCIAL IMPACT

Since the right of way proposed to be vacated will revert to the original developer and no streets are constructed, there is no cost for the vacation. New right of way will be dedicated to replace the vacated area.

## RECOMMENDATION

Staff recommends that Council approve the vacation of portions of right of way within Twin Oaks Subdivision 2nd Filing.

## APPROVED BY CITY ADMINISTRATOR

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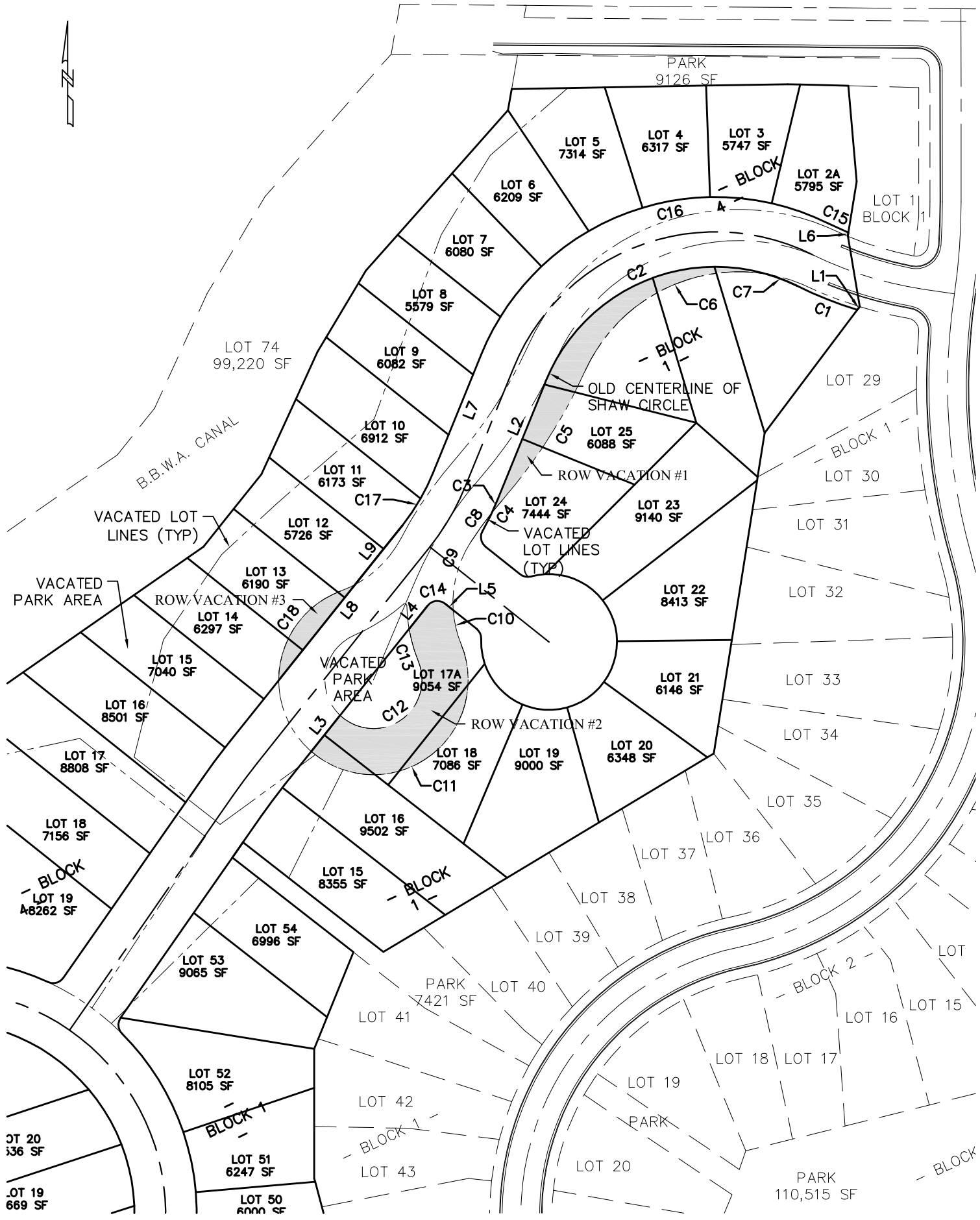
**Attachments**

Exhibit Showing Proposed ROW Vacation

Resolution to Vacate

# EXHIBIT B


N
PARK
9126 SF
LOT 5
7314 SF
LOT 4
6317 SF
LOT 3
5747 SF
LOT 2A
5795 SF
LOT 1
BLOCK 1
LOT 6
6209 SF
LOT 7
6080 SF
LOT 8
5579 SF
LOT 9
6082 SF
LOT 10
6912 SF
LOT 11
6173 SF
LOT 12
5726 SF
LOT 13
6190 SF
LOT 14
6297 SF
LOT 15
7040 SF
LOT 16
8501 SF
LOT 17
8808 SF
LOT 18
7156 SF
LOT 19
8262 SF
LOT 74
99,220 SF
B.B.W.A. CANAL
VACATED LOT
LINES (TYP)
VACATED
PARK AREA
ROW VACATION #3
OLD CENTERLINE OF
SHAW CIRCLE
LOT 25
6088 SF
ROW VACATION #1
LOT 24
7444 SF
LOT 23
9140 SF
VACATED
LOT LINES
(TYP)
LOT 22
8413 SF
LOT 21
6146 SF
LOT 20
6348 SF
LOT 19
9000 SF
LOT 18
7086 SF
LOT 17A
9054 SF
VACATED
PARK
AREA
ROW VACATION #2
LOT 16
9502 SF
LOT 15
8355 SF
LOT 54
6996 SF
LOT 53
9065 SF
LOT 52
8105 SF
LOT 51
6247 SF
LOT 50
6000 SF
LOT 29
LOT 30
LOT 31
LOT 32
LOT 33
LOT 34
LOT 35
LOT 36
LOT 37
LOT 38
LOT 39
LOT 40
LOT 41
LOT 42
LOT 43
PARK
7421 SF
PARK
110,515 SF
BLOCK 1
BLOCK 2
C1
C2
C3
C4
C5
C6
C7
C8
C9
C10
C11
C12
C13
C14
C15
C16
C17
C18
L1
L2
L3
L4
L5
L6
L7
L8
L9

RESOLUTION NO. 11-_____

A RESOLUTION OF THE CITY OF BILLINGS, MONTANA, DISCONTINUING AND VACATING **portions of Right of Way within Twin Oaks Subdivision 2nd Filing.**

WHEREAS, a proper petition was filed with the City Council of the City of Billings, Montana, as per Section 22-601 BMCC, requesting discontinuance and vacation of **portions of Right of Way within Twin Oaks Subdivision 2nd Filing** as described hereinafter; and

WHEREAS, a public hearing was properly noticed and held as required by law.

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

1. DISCONTINUANCE AND VACATION. Pursuant to Sections 7-14-4114 and 7-14-4115, M.C.A., **portions of Right of Way within Twin Oaks Subdivision 2nd Filing** more particularly described as follows:

Right-of-way vacations within Twin Oaks Subdivision, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3464652; said vacations being more particularly described as follows, to-wit:

**R.O.W. VACATION #1:**

Beginning at a point witch is the northwest corner of Lot 29, Block 1 of Twin Oaks Subdivision; thence S37°00'00"W, 3.19 feet; thence along a curve to the right with a radius of 328.00 feet for a length of 52.35 feet (Chord N68°15'18"W, Chord Length 52.29 feet); thence along a curve to the left with a radius of 147.00 feet for a length of 241.69 feet (Chord Bearing S69°12'58""W, Chord Length 215.37 feet); thence S22°06'55"W, 102.45 feet; thence along a curve to the right with a radius of 225.00 feet for a length of 11.35 feet (Chord Bearing S23°33'38"W, Chord Length 11.35 feet); thence along a non-tangent curve to the right with a radius of 275.00 feet

for a length of 11.94 feet (Chord Bearing N39°53’03”E, Chord Length 11.94 feet); thence along a curve to the left with a radius of 425.00 feet for a length of 124.61 feet (Chord Bearing N32°43’44”E, Chord Length 124.16 feet); thence along a curve to the right with a radius of 135.00 feet for a length of 177.61 feet (Chord Bearing N62°01’09”E, Chord Length 165.07 feet); thence along a curve to the right with a radius of 147.00 feet for a length of 25.68 feet (Chord Bearing S68°41’18”E, Chord Length 25.65 feet); thence along a curve to the left with a radius of 328.00 feet for a length of 52.35 feet (Chord Bearing S68°15’18”E, Chord Length 52.29 feet); thence N37°00’00”E, 3.19 feet to the Point of Beginning; said described vacation having an area of 4517.81 square feet and being more described on Exhibit B, attached.

**R.O.W. VACATION #2:**

Beginning at a point witch is the northwest corner of Lot 29, Block 1 of Twin Oaks Subdivision; thence S37°00’00”W, 3.19 feet; thence along a curve to the right with a radius of 328.00 feet for a length of 52.35 feet (Chord N68°15’18”W, Chord Length 52.29 feet); thence along a curve to the left with a radius of 147.00 feet for a length of 241.69 feet (Chord Bearing S69°12’58”W, Chord Length 215.37 feet); thence S22°06’55”W, 102.45 feet; thence along a curve to the right with a radius of 225.00 feet for a length of 11.35 feet (Chord Bearing S23°33’38”W, Chord Length 11.35 feet); thence along a curve to the left with a radius of 275.00 feet for a length of 30.42 feet (Chord Bearing S35°28’16”W, Chord Length 30.41 feet); thence along a curve to the left with a radius of 89.00 feet for a length of 84.63 feet (Chord Bearing S5°03’39”W, Chord Length 81.48 feet); thence along a curve to the right with a radius of 76.00 feet for a length of 203.34 feet (Chord Bearing S54°24’33”W, Chord Length 147.89 feet); thence N38°35’47”E, 37.07 feet; thence along a non-tangent curve to the left with a radius of 39.00 feet for a length of 105.94 feet (Chord Bearing N55°34’45”E, Chord Length 76.24 feet); thence along a curve to the right with a radius of 126.00 feet for a length of 27.37 feet (Chord Bearing N16°00’59”W, Chord Length 27.32 feet); thence N38°35’47”E, 23.86 feet; thence along a curve to the right with a radius of 10.00 feet for a length of 15.71 feet (Chord Bearing N83°35’47”E, Chord Length 14.14 feet); thence S51°24’13”E, 8.33 feet; thence along a non-tangent curve to the right with a radius of 89.00 feet for a length of 56.43 feet (Chord Bearing N14°08’17”E, Chord Length 55.49 feet); thence along a curve to the right with a radius of 275.00 feet for a length of 30.42 feet (Chord Bearing N35°28’16”E, Chord Length 30.41 feet); thence along a curve to the left with a radius of 225.00 feet for a length of 11.35 feet (Chord Bearing N23°33’38”E, Chord Length 11.35 feet); thence N22°06’55”E, 102.45 feet; thence along a curve to the right with a radius of 147.00 feet for a length of 241.69 feet (Chord Bearing N69°12’58”E, Chord Length 215.37 feet); thence along a curve to the left with a radius of 328.00 feet for a length of 52.35 feet (Chord Bearing S68°15’18”E, Chord Bearing 52.29 feet); thence N37°00’00”E, 3.19 feet to the Point of Beginning; said described vacation having an area of 7036.82 square feet and being more described on Exhibit B, attached.

**R.O.W. VACATION #3:**

Beginning at a point witch is the southwest corner of Lot 1, Block 1 of Twin Oaks Subdivision; thence S9°10’52”W, 3.08 feet; thence along a curve to the right with a radius of 272.00 feet for a length of 18.24 feet (Chord Bearing N65°36’14”W,

Chord Length 18.23 feet); thence along a curve to the left with a radius of 203.00 feet for a length of 55.04 feet (Chord Bearing S80°58'48"W, Chord Length 55.04 feet); thence S22°06'55"W, 102.45 feet; thence along a curve to the right with a radius of 169.00 feet for a length of 25.70 feet (Chord Bearing S34°14'25"W, Chord Length 25.67 feet); thence S38°35'47"W, 159.31 feet; thence along a non-tangent curve to the right with a radius of 76.00 feet for a length of 92.90 feet (Chord Bearing N34°51'31"E, Chord Length 87.23 feet); thence N38°35'47"E, 61.24 feet; thence along a curve to the left with a radius of 169.00 feet for a length of 25.70 feet (Chord Bearing N34°14'25"E, Chord Length 25.67 feet); thence N22°06'55"E, 102.45 feet; thence along a curve to the right with a radius of 203.00 feet for a length of 55.04 feet (Chord Bearing N80°58'48"E, Chord Length 55.75 feet); thence along a curve to the left with a radius of 272.00 feet for a length of 18.24 feet (Chord Bearing S65°36'14"E, Chord Length 18.23 feet); thence N9°10'52"E, 3.08 feet to the Point of Beginning; said described vacation having an area of 1092.88square feet and being more described on Exhibit B, attached.

Is hereby discontinued, abandoned and vacated and shall revert to adjacent property owners of The Village Subdivision.

2. PUBLIC INTEREST. The discontinuance, vacation and abandonment of the above described **portions of Right of Way within Twin Oaks Subdivision 2nd Filing** is in the best interest of the public and can be done without any public detriment.

PASSED by the City Council and APPROVED this 14th day of March 2011.

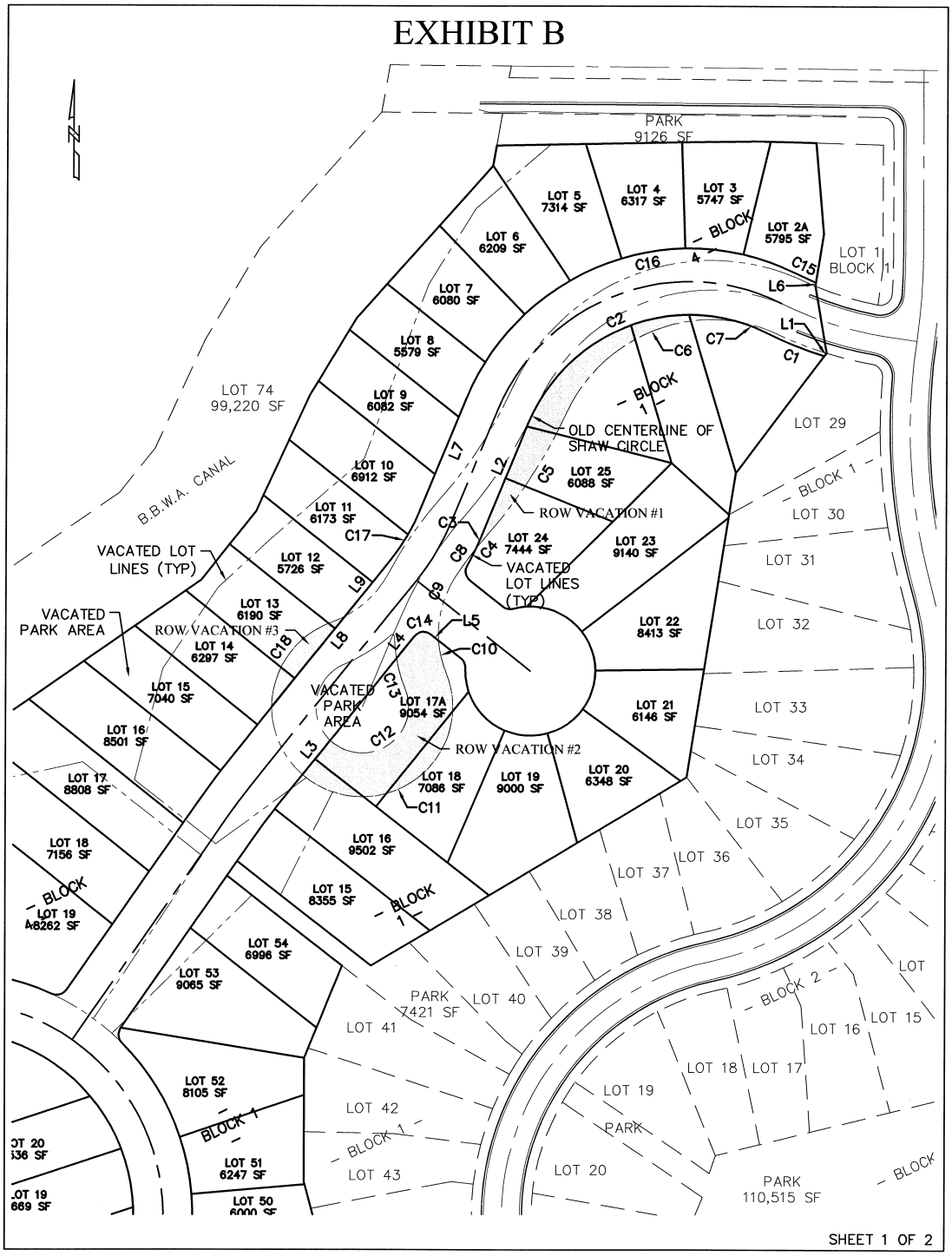
THE CITY OF BILLINGS:

BY:_____
Thomas W. Hanel MAYOR

ATTEST:

BY:_____
Cari Martin CITY CLERK

# EXHIBIT B


PARK
9126 SF
LOT 5
7314 SF
LOT 4
6317 SF
LOT 3
5747 SF
LOT 2A
5795 SF
LOT 1
BLOCK 1
LOT 6
6209 SF
LOT 7
6080 SF
LOT 8
5579 SF
LOT 9
6082 SF
LOT 10
6912 SF
LOT 11
6173 SF
LOT 12
5726 SF
LOT 13
6190 SF
LOT 14
6297 SF
LOT 15
7040 SF
LOT 16
8501 SF
LOT 17
8808 SF
LOT 18
7156 SF
LOT 19
46262 SF
LOT 74
99,220 SF
B.B.W.A. CANAL
VACATED LOT
LINES (TYP)
VACATED
PARK AREA
ROW VACATION #3
OLD CENTERLINE OF
SHAW CIRCLE
LOT 25
6088 SF
ROW VACATION #1
LOT 24
7444 SF
LOT 23
9140 SF
VACATED
LOT LINES
(TYP)
LOT 22
8413 SF
LOT 21
6146 SF
LOT 20
6348 SF
LOT 19
9000 SF
LOT 18
7086 SF
LOT 17A
9054 SF
VACATED
PARK
AREA
ROW VACATION #2
LOT 16
9502 SF
LOT 15
8355 SF
LOT 54
6996 SF
LOT 53
9065 SF
LOT 52
8105 SF
LOT 51
6247 SF
LOT 50
PARK
7421 SF
LOT 29
LOT 30
LOT 31
LOT 32
LOT 33
LOT 34
LOT 35
LOT 36
LOT 37
LOT 38
LOT 39
LOT 40
LOT 41
LOT 42
LOT 43
BLOCK 1
BLOCK 2
PARK
110,515 SF
SHEET 1 OF 2

# EXHIBIT B

| LINE TABLE | | |
|---|---|---|
| LINE # | LENGTH | DIRECTION |
| L1 | 3.19 | S37°00'00"W |
| L2 | 47.24 | S22°06'55"W |
| L3 | 37.07 | N38°35'47"E |
| L4 | 23.86 | N38°35'47"E |
| L5 | 8.33 | S51°24'13"E |
| L6 | 3.08 | N9°10'52"E |
| L7 | 52.14 | S22°06'55"W |
| L8 | 159.31 | S38°35'47"W |
| L9 | 61.24 | N38°35'47"E |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE # | ARC LENGTH | RADIUS | DELTA | CHORD BEARING | CHORD LENGTH |
| C1 | 52.35 | 328.00 | 9.14 | N68°15'18"W | 52.35 |
| C2 | 241.69 | 147.00 | 94.20 | S69°12'58"W | 241.69 |
| C3 | 11.35 | 225.00 | 2.89 | S23°33'38"W | 11.35 |
| C4 | 11.94 | 275.00 | 2.49 | N39°53'03"E | 11.94 |
| C5 | 124.61 | 425.00 | 16.80 | N32°43'44"E | 124.61 |
| C6 | 177.61 | 135.00 | 75.38 | N62°01'09"E | 177.61 |
| C7 | 25.68 | 147.00 | 10.01 | N68°41'18"W | 25.68 |
| C8 | 30.42 | 275.00 | 6.34 | S35°28'16"W | 30.42 |
| C9 | 56.43 | 89.00 | 36.33 | S14°08'17"W | 56.43 |
| C10 | 28.20 | 89.00 | 18.15 | S13°06'10"E | 28.20 |
| C11 | 203.34 | 76.00 | 153.30 | S54°24'33"W | 203.34 |
| C12 | 105.94 | 39.00 | 155.64 | N55°34'45"E | 105.94 |
| C13 | 27.37 | 126.00 | 12.45 | N16°00'59"W | 27.37 |
| C14 | 15.71 | 10.00 | 90.00 | N83°35'47"E | 15.71 |
| C15 | 18.24 | 272.00 | 3.84 | N65°36'14"W | 18.24 |
| C16 | 55.04 | 203.00 | 15.53 | S80°58'48"W | 55.04 |
| C17 | 25.70 | 169.00 | 8.71 | S34°14'25"W | 25.70 |
| C18 | 92.90 | 76.00 | 70.04 | N34°51'31"E | 92.90 |

SHEET 2 OF 2

**Regular City Council Meeting**

**Date: 03/28/2011**

**TITLE:** Zone Change #873 - Public Hearing and 1st reading of ordinance

**PRESENTED BY:** Candi Beaudry

**Department:** Planning & Community Services

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**Information**

## PROBLEM/ISSUE STATEMENT

This is a zone change request from Planned Development – Neighborhood Commercial with Restrictions to Planned Development – Neighborhood Commercial without the restrictions on a 25,600 square foot parcel of land described as Lot 4, Block 2, Rocky Village Subdivision located generally at 1648 Poly Drive. The property is owned by Rocky Mountain College and is represented by Thomas Smith of Moulton Bellingham. The owner conducted a pre-application neighborhood meeting on December 27, 2010 and a preliminary review meeting was held by city staff on January 26, 2011. The pre-application meeting notes are included as Attachment C. The Zoning Commission held a public hearing on March 1, 2011 and is forwarding a recommendation of approval on a 4-1 vote.

## 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

Approval of the zone change would allow the owner to market the property for another use other than a coffee shop or eating place and would allow the new use to increase the size of the building beyond the existing 1,972 square feet. A new use may increase the commercial property value. Re-use of vacant property will tend to increase property value in the area.

## BACKGROUND

The applicant is requesting to rezone this property on the southeast corner of the intersection of Poly Drive and 17th Street West. The property was developed originally as a gas station and then converted in 1994 to a coffee shop. The coffee shop has been vacant since 2010. The applicant, Rocky Mountain College, intends to lease or sell the property for re-development for office space. The current Planned Development agreement does not allow office uses, a building taller than 16 feet or larger in floor than 1,972 square feet.

In late 1992, the zoning was changed from R-96 to Planned Development (Rocky Village) – Neighborhood Commercial with specific restrictions in the agreement. Those restrictions limit the available uses to “eating places such as cafes, caterers, coffee shops, diners, restaurants (excluding fast food), sandwich shops and/or R-96 uses”. In addition, the allowable square footage of any building area is 1,972 square feet and a maximum building height of 16 feet. Since before 1984, the property was used as a gas station – College Chevron. In 1985, the gas station closed and the property remained vacant for 9 years. After the 1992 zone change, the

17th Street Station Coffee Shop was in operation from 1994 to 2009. When the 17th Street Station closed in 2009, Montico's took over as a small restaurant and coffee shop. Montico's closed in 2010.

The owner wants to remove the restrictions related to allowable uses, building height and building size and put in place the restrictions normally applied to all NC zoning districts. Those regulations specify a building height of 34 feet, lot coverage up to 50% of the lot area, and uses that include offices, limited retail and business services. Neighborhood Commercial would not allow any alcohol sales for on-premise consumption but could allow alcohol sales for off-premise consumption. Most retail uses allowed in NC are limited to 10,000 square feet of floor area. Most offices and service businesses allowed in NC are not limited in floor area except by the maximum lot coverage of 50% of the lot area. Site development requirements for off-street parking and landscaping would have to be met for any re-development of the property.

Poly Drive is a minor arterial street and carries approximately 7,550 vehicle trips per day (2010). 17th Street West is also a minor arterial street and carries approximately 5,550 vehicle trips per day. Both Poly Drive and 17th Street West are primarily zoned residential along their length with exceptions where these streets intersect other arterial streets such as Grand Avenue. Research of historical traffic counts reveals the number of vehicle trips on Poly Drive and 17th Street West have not increased significantly since 1984. Any re-development of the property for commercial uses will not result in a new configuration of accesses since the drive approaches off both streets are located as far from the street intersection as possible – 115 feet. Any new use of the property that generates more than 500 new vehicle trips per day will require a traffic accessibility analysis that would be reviewed and any mitigation approved by the city traffic engineer. It is not anticipated that a change from a restaurant use to an office use would have any effect on local traffic patterns or accessibility.

Neighborhood Commercial uses range from offices to retail to services such as banks, medical clinics and similar businesses. It also includes uses such as gas stations, convenience food stores and other uses designed to provide services to larger residential neighborhoods. These uses may or may not be compatible with the existing residential uses to the east (apartments), the south (condominiums) and west (single family residential). The applicant intends to develop the property for office use however a zone change cannot guarantee one particular use within a range of uses unless certain uses are disallowed by the Planned Development agreement.

The applicant conducted a pre-application neighborhood meeting on December 27, 2010 and several surrounding property owners within 300 feet of 1648 Poly Drive attended the meeting. No objections were voiced at the meeting except for bars or casinos. Neighborhood Commercial does not allow bars or casinos. A preliminary meeting with city staff, surrounding owners, and the applicant was held on January 26, 2011. No surrounding owners attended this meeting. Since the preliminary meeting, two owners on Poly Drive, an owner on Bonnevue Square, and an owner on Iris Lane (all outside the 300-foot notification area) have indicated concern with the proposed zone change. Mr. Cabrera of 1734 Poly Drive has submitted a letter in opposition. The letter is attached to this staff report. Mr. Rickett of 1748 Poly Drive asked to be notified of the Zoning Commission hearing. Mr. Rickett did not submit a letter regarding the zone change, but Mrs. Rickett testified at the Zoning Commission hearing in opposition to the proposed zoning unless a specific building plan was submitted.

The proposed PD-NC zone without restrictions is compatible to the zoning and uses north and northwest of the subject property. The Conoco station on the southwest corner of the intersection of Poly Drive and 17th Street is also a compatible land use however the underlying

zoning of this property is R-96. Residential uses are directly adjacent to the south and east. Residential uses exist west of the property and south of the Conoco station. There are some NC uses that will be incompatible with these residential uses. Gas stations, convenience food stores, pharmacies, personal services in SIC Group 72 including drycleaners, coin operated laundries, funeral homes and crematories, and banks and credit unions. Many of these uses require or need a drive through type service for customer pickup and drop off. The property location at this traffic signal controlled intersection makes a use with drive through service problematic. In addition, these uses create unavoidable impacts to the surrounding residences including noise, traffic after normal business hours, security lighting, trash control and increased signage requirements.

The Planning Division reviewed the proposed Planned Development agreement and recommended that a few uses be listed as prohibited on this property including the following: banks, credit unions or other depository institutions; gas stations; convenience food stores with or without gas pumps; pharmacies; drycleaners or drycleaner drop-off; laundries; funeral homes and crematories; any use that requires or uses a back-up power generator. In addition, the Planning Division recommended language be added to regulate outdoor site lighting and signage. The Zoning Commission and the applicant concurred with these recommended changes to the Planned Development agreement.

**STAKEHOLDERS**

The Zoning Commission conducted a public hearing on March 1, 2011, and received testimony from the applicant, Michael Mace, President, Rocky Mountain College; Brad Nayson, Vice President, Dean for Student Life, Rocky Mountain College; and the agent Thomas Smith, Moulton Bellingham. In addition, testimony in opposition to the application was received from Sandra Rickett of 1748 Poly Drive, Ming Cabrera of 1734 Poly Drive, Julie Lindberg of 2513 Augusta Lane, Lois & Paul Nordstog of 1711 Iris Lane, and Larry Leininger of 1726 Poly Drive.

Mr. Smith stated the reasons for the application. He gave a brief history of this parcel, including the request for the 17th Street Station. He said that the height requirement of 16 feet was agreed to at that time, and they should have been more forward looking as it limits the uses for this property. Mr. Smith said that Rocky Mountain College does not have a design for the building nor a plan to build a new building. In response to a question by Commission Member Ed Workman, Mr. Smith stated that they are seeking the zone change to increase the marketability of the property. He explained that presently they can only offer a use as a restaurant, and are seeking the highest and best use for this property. In response to a question by Ed Workman, Mr. Smith said Rocky Mountain College properties have been on long term leases or sold. He reiterated they have no set plan for this property. He mentioned the building and parking plans have to be approved by their review committee before a building is built. He said that the height would have to be no higher than 34 feet.
Mr. Smith said that they have been approached by attorneys, accountants, and medical practitioners regarding this property. He stated that bars, casinos, and fast food establishments are not allowed under the zoning. In response to a question by Commission Member Dan Wagner, Mr. Smith stated that he is unaware of any anticipation of increasing traffic. Commission Chairman Leonard Dailey pointed out that any use that increased traffic more than 500 trips per day would require a traffic analysis.

Mr. Mace testifed that Rocky Mountain College has been aggressive about cleaning up areas around the neighborhood and has recently moved south of Poly Drive with these projects to improve an office building, the former MRI building. Mr. Mace commented that the corner on Poly Drive has become an eyesore, and Rocky Mountain College has a responsibility to

maintain its property and keep it in good condition. He stated that the best approach for this property is to look at the property as a future facility or accept requests for lease or sale. He stated all of the requests in the past two years have come from accountants, attorneys, real estate, or other professional uses, which would typically have business hours from 8:00 a.m.-5:00 p.m. Commission Chairman Leonard Dailey asked if the College Board will go through private restrictions for those interested in development. Mr. Mace stated they wish to maintain the character of the campus, and would require the Building, Grounds, and Master Plan Committees to review requests for architectural design conformity with the campus. Mr. Mace stated that the College will meet the requirements of the zoning requested, and it would be to its advantage to have a building to its standards.

In response to a question about Rocky Mountain College property ownership by Chairman Leonard Dailey, Brad Nason stated the Shadowwood Development is long term leased through 2043 and there are additional properties with long term leases to the east. He stated that Rocky Village is owned by apartment building owners. Commission Member Ed Workman asked if there are any other development plans for the baseball field on Lot 5A as the baseball field is a benefit to the community. Mr. Nason stated there are no plans other than the field. He explained the Campus Master Plan allows for development in the future if needed but there is no current thinking for other development. In response to a question by Chairman Leonard Dailey, Mr. Nason said that the the main campus is approximately 60 acres with an estimated of 70-100 acres of leased property along Poly Drive. Mr. Mace clarified and stated that the campus property is 68 acres and there are 86 acres located south of Poly Drive. He stated that he supports keeping the baseball field for community use.

Mrs. Sandra Rickett of 1748 Poly Drive testified in opposition to the application. She stated she and her family have lived in the neighborhood for more than thirty years and love their home. She commented on the desirability of this location. She said we should want to clean up our town, including this property. Ms. Rickett said she recognizes the differences in opinion depending on individual motivations, and those that live in the neighborhood are in favor of improving and maintaining the property values. Ms. Rickett stated that she is opposing the zone change to Neighborhood Commercial without restrictions. She said that she feels that there is not enough information to support this request, and the decision for support would not be looking forward. She stated they are not taking into consideration all of the other development involved and suggested that when a plan is available the applicant get together with the neighborhood for a review. In response a request by Commission Member Barbara Hawkins, Ms. Rickett pointed out that her residence is on Lot 3 on the posted plat map.

Ms. Julie Lindberg of 2513 Augusta Lane stated that it is the responsibility of the City Zoning Commission, and Planning to enforce public nuisance codes such as noise and lighting and these issues need to be addressed before any zone change is made. She said that the approval of the Morledge building has drastically changed her life. In response to a request by Commission Member Dan Wagner, she said that she cannot use her back yard as the Morledge building generator does not meet code, and the decibel level is above what is allowed. She said that her property is located on the east side of Augusta Lane, adjacent to the Morledge building. In response to a question by Commission Member Ed Workman, Nicole Cromwell stated that no zone change was required for the Moreledge building.

Ms. Lois Ann Nordstog of 1711 Iris Lane stated it has been a challenge as the neighborhood has been invaded with commercial projects. She noted several unfulfilled assurances to the neighborhood from Rocky Mountain College including the gas station resorting to a residential zone; and a petition for a green spot that was sold. Ms. Nordstog stated the applicant seems to come up with a better mouse trap and none of it works well. She stated this is a lovely neighborhood with homeowners that have invested a lot in their property. She stressed they do not need any more traffic or hazards. In response to a request for clarification of her objection by Commission Member Matt Krivonen, Ms. Nordstog stated that her primary objection is the hazardous traffic and the commercialization of the neighborhood.

Mr. Leininger of 1726 Poly Drive stated it is impossible to sell his house due to the business across the street. He stated he is opposed to the zone change, but if they came with a plan he would consider it. He stated he has lived in this area for 40 years and this is not right.

Mr. Cabrera of 1734 Poly Drive testified concerning the story of how Long Island was sold for $24.09 and promises of trinkets. He stated in this case they are faced with promises of trinkets. He testified the building adjacent to this property was built down under grade to meet the 34-foot height limit. He stated that Rocky Mountain College has disregarded height variances across from his house. He stated he is unable to sell his house. He testified that Rocky Mountain College promised a park and a bus stop. He stated he has had to use his weekends to address these issues. He said that he would love to work with Rocky. Mr. Cabrera said Poly Drive has been the heart of the west end and now has commercialization. He said he is unable to live with it. Commission Member Ed Workman noted that a neighborhood community meeting was held on December 27, 2011. Mr. Cabrera stated he was not informed of this meeting until he heard on January 27, 2011 they had met. Nicole Cromwell explained that Mr. Cabrera and Ms. Rickett were outside of the 300-foot radius notification area, but when Staff was notified of their concerns they were added to the list. Mr. Cabrera said that most of the commercial entities were notified but most residents were not notified. Ed Workman reminded Mr. Cabrera the Zoning Commission is an advisory forum to the City Council. Chairman Leonard Dailey stated Planning Staff followed standard operation procedures for notification and added Mr. Cabrera to the notification list when it was requested.

Mr. Paul Nordstog of 1711 Iris Lane stated the idea of a zone change without any specifics is disingenuous. He said they need some idea of what to expect if this zone change is approved as they have been blindsided in the past. He commented that the Rocky Village apartment buildings were to have enough parking for tenants of the buildings and now many tenants are parking on Poly Drive.

Mr. Smith provided rebuttal testimony to the Zoning Commission. Mr. Smith stated that Rocky Mountain College did not develop the apartment building or the medical building as they are not the owners of the lands on the north side of Poly Drive west of 17th Street West. He noted that although there is no design for the property the Neighborhood Commercial zoning has restrictions. He said the exact design of the building will depend on the exact use and the required parking spaces. He said the issue of traffic flow has been considered by Planning Staff and the College has agreed not to have any drive-through businesses that tends to pull traffic in and out. Mr. Smith stated he lives about two blocks away from this property. He stated his client's point of view regarding property values is that this property is currently is a drag on the value of the area. He noted that washers, dryers and trash have been dumped on the lot since the last business closed several months ago. He stated the zoning sign had been posted but was thrown down and put on the ground. He commented that this area has changed in the last 15-20 years. He stated they do not want to increase traffic flow or deteriorate the neighborhood. He stated this location will always be some sort of commercial enterprise and no one is interested in a café unless a drive through is permitted.

Commission Member Ed Workman made a motion and it was seconded by Commission Member Barbara Hawkins to forward a recommendation of approval to the City Council of City Zone Change #873-1648 Poly Drive-Rocky Mountain Planned Development Amendment as presented by staff along with the changes to the Planned Development agreement.

Chairman Leonard Dailey called for discussion on the motion. Commission Member Ed Workman said he recognizes that commercial uses are a good fit for the south part of Poly Drive. He said this zone change will improve the neighborhood. He pointed out the applicant is currently restricted to a restaurant which will not work there, and they need to improve the zoning to obtain the highest and best use for the property. Mr. Workman stated that he believes that Rocky has been a good neighbor. Dan Wagner commented that to leave the property in its present condition would be a mistake. Matt Krivonen suggested amending the proposal as he feels that a 34-foot tall building would do more damage to the corner. He stated that it would be wise to limit the height to a single story building. Barbara Hawkins noted that a 34-foot house is allowable within any residential zoning now. She stated she believes that the height is as much of a deterrent as having the current building there. She pointed out that several restaurants have failed and stated she is in favor of this zone change request. Leonard Dailey commented that this property seems to be drawing good types of businesses which should work well with this area.

Matt Krivonen made a motion to amend the motion to limit the proposed building height to a single story building. The motion did not receive a second. Chairman Dailey call for vote on the original motion and the vote was 4-1 with Commission member Matt Krivonen opposing.

**CONSISTENCY WITH ADOPTED POLICIES OR PLANS**

Prior to any action to approve or disapprove, the City Council will consider the recommendation of the Zoning Commission and shall consider the following:

1. Is the new zoning designed in accordance with the Growth Policy?
The proposed zone change is consistent with the following goals of the Growth Policy:
• Predictable land use decisions that are consistent with neighborhood character and land use patterns. (Land Use Element Goal, page 6)

The proposed zoning would permit the existing vacant commercial building to be re-used for an expanded list of commercial uses with increased site design standards. Three of the 4 corners of this intersection have been used for commercial uses for at least 35 years. The proposed zoning, with the changes suggested by the Planning Division, will make any re-use of the property compatible with the existing neighborhood.

• Coordinated economic development efforts that target business recruitment, retention, and expansion.(Economic Development Goal, page 6)

The proposed zoning will encourage a re-use of an existing site that will help retain and expand existing businesses in the Billings area.

• New developments that are sensitive to and compatible with the character of adjacent city neighborhoods. (Land Use Goal, page 6)

The proposed Planned Development with staff recommended changes will make any new development sensitive to and compatible with the character of the neighborhood.

• Contiguous development focused in and around existing population centers. (Land Use Goal, page 6)

The proposed development will be an in-fill project that keeps development focused in existing areas with city services already in place.

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

There should be no immediate effect on traffic congestion. The existing vacant structure generates no traffic at the intersection. Re-development for any new use will require use of the existing drive approaches and any use generating 500 or more additional vehicle trips per day will require a traffic accessibility study to under the impacts of such a project. The fully traffic controlled intersection will need to be considered in any analysis. Right-of-way improvements may be necessary, such as repair of the sidewalks or existing drive approaches.

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

The subject property is currently serviced by all city public safety services. There should be no effect on these services.

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

The proposed zoning would permit the commercial property to be re-used for purposes other than a coffee shop. Residential use of the property is not likely given the surrounding commercial development and its frontage on two arterial streets. The proposed changes to the Planned Development will ensure the compatibility of any new development.

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

The proposed zoning provides for sufficient setbacks to allow for adequate separation between structures and adequate light and air. A minimum 15-foot building setback is required from the south and east property lines.

6. Will the new zoning prevent overcrowding of land?

The proposed zoning, like all zoning districts, contains limitations on the maximum percentage of the lot area that can be covered with structures. The proposed PD-NC zone allows 50% lot coverage and the Planned Development agreement limits the lot coverage to 1,972 square feet or 7.7% of the lot area. Residential zones allow up to 30% lot coverage. It is not likely that a 12,800 square foot building foot print could be placed on the lot and meet the required building setbacks and off-street parking requirements for a building this large.

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

The new zoning does avoid undue concentration of population. The existing zoning, restricts any residential use to the same allowed by R-96 which allows single family dwellings on lots of at least 9,600 square feet. This lot could accommodate 2 single family dwellings. The proposed zoning of PD-NC also allows residential uses including duplexes and multifamily dwellings. If the residential use is for multifamily, then it must comply with the RMF-R standards for lot area, building setbacks and lot coverage. This 25,600 square foot lot could allow one 14-unit apartment building under the proposed zoning, two 4-plex buildings or two 5-plex buildings or any combination that would meet the lot area requirements, the building setbacks, lot coverage maximum of 55% and a maximum building height of 34 feet as well as off-street parking.

8. Will the new zoning facilitate the adequate provisions of transportation, water, sewerage, schools, parks, fire, police, and other public requirements?
Transportation: The proposed zoning should not have any impact on the surrounding streets. If warranted, a traffic impact study may be required depending on the commercial development that is built on the property in the future.
Water and Sewer: The City will be able to provide water and sewer to the property through existing lines.
Schools and Parks: There should be no impact to schools from the proposed zone change.
Fire and Police: The subject property is currently served by city fire and police.

9. Does the new zoning give reasonable consideration to the character of the district?
The proposed zoning will allow the existing vacant commercial property to be re-used for a wider variety of commercial uses. The Planned Development agreement with the suggested amendments gives reasonable consideration of the character of the district. Rocky Mountain College is the major anchor of this neighborhood with a variety of medical clinic, office uses and one gas station. The proposed zoning is in character with the area.

10. Does the new zoning give consideration to peculiar suitability of the property for particular uses?
The subject property is suitable for the requested zoning district. The location is on a corner lot adjacent to 2 minor arterial streets.

11. Was the new zoning adopted with a view to conserving the value of buildings?
The existing building value will be conserved by the proposed amendment. Surrounding residential property to the south and east will have its value conserved through restriction of some NC uses, lighting, and site design. Vacant property and buildings have a negative effect on surrounding property value. A developed property generally improves surrounding property value. The new zoning will allow the owner to consider future redevelopment of the property.

12. Will the new zoning encourage the most appropriate use of land throughout such county or municipal area?
The proposed zoning will permit the current development to continue and could allow future development for commercial uses other than a coffee shop or diner. This is the most appropriate use of the lot.

**RECOMMENDATION**

The Zoning Commission is recommending approval of Zone Change #873 and adoption of the 12 criteria on a 4-1 vote.

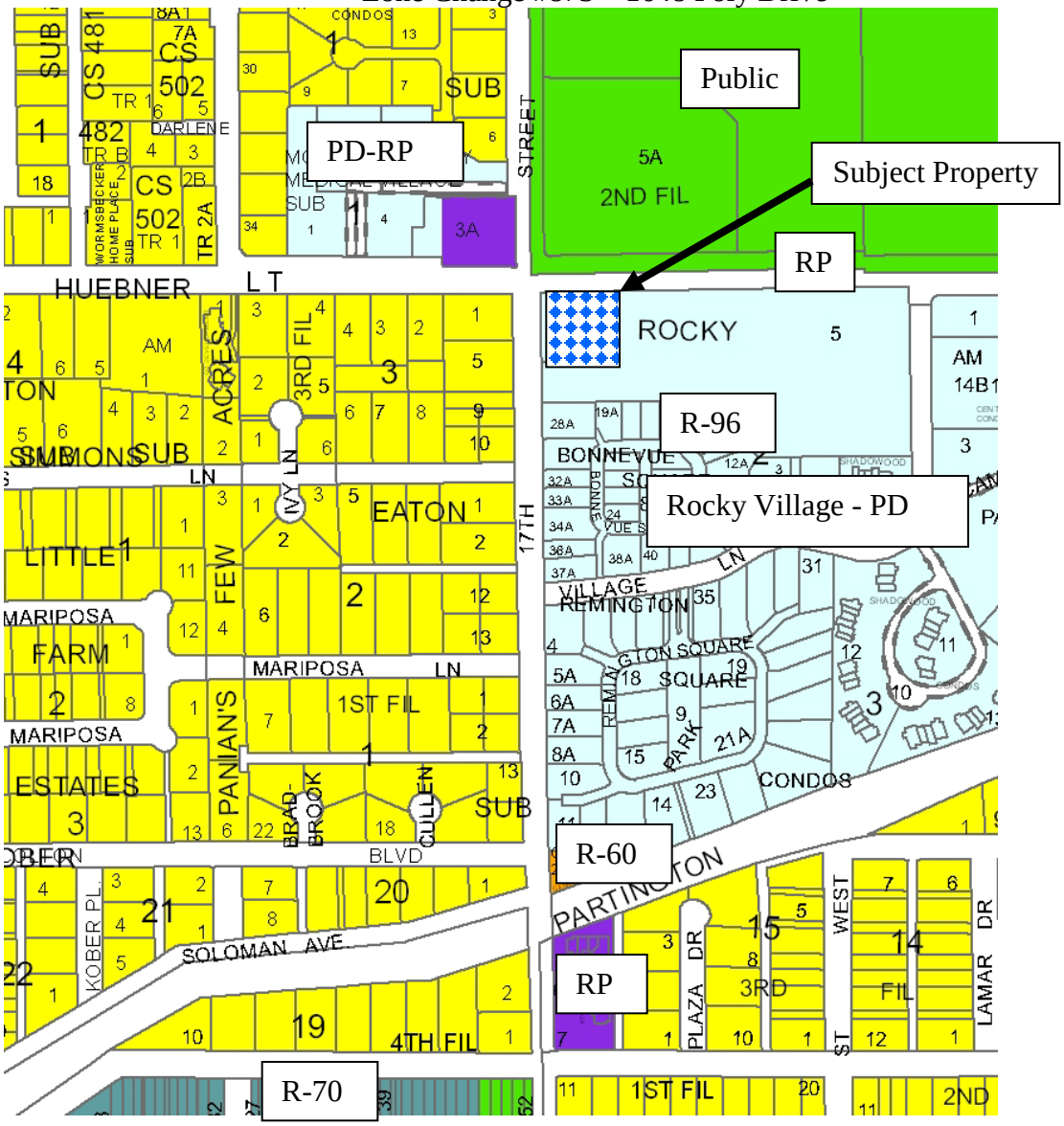
**APPROVED BY CITY ADMINISTRATOR**

**Attachments**

Zoning Map
Site photos
Pre-app meeting and applicant letter
Letter of opposition
Existing PD agreement
Ordinance and proposed PD agreement

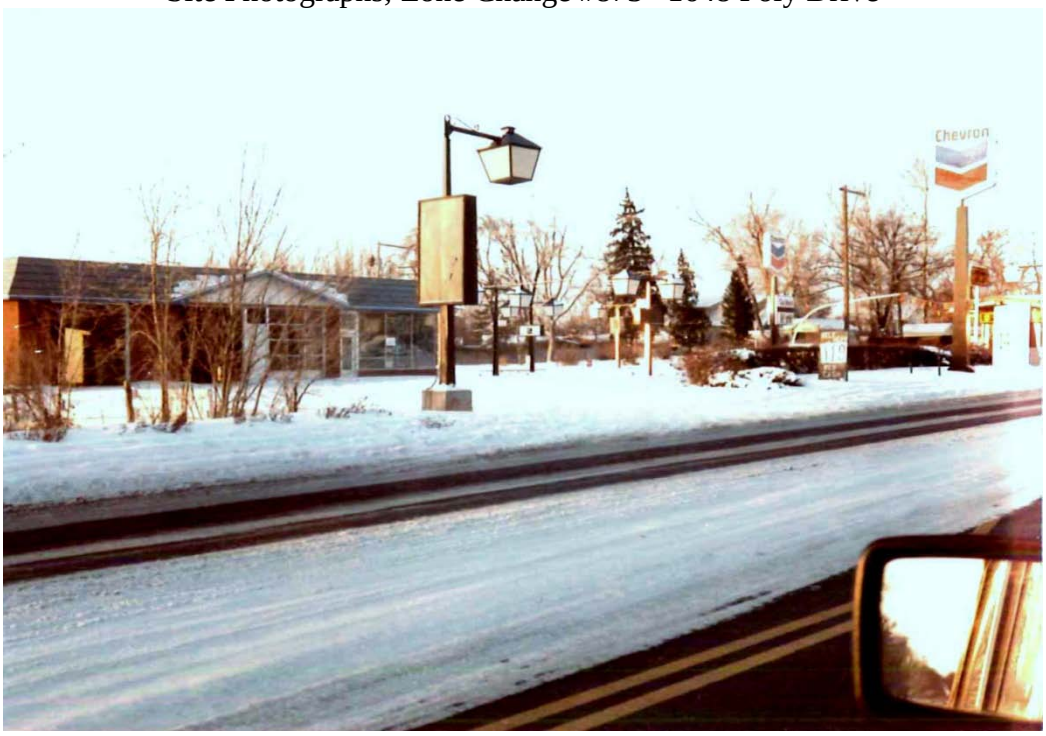
**Attachment A: Surrounding Zoning**

Zone Change #873 – 1648 Poly Drive



**Attachment B**

Site Photographs, Zone Change #873– 1648 Poly Drive




Subject Property view south west from Poly Drive – 1984

Subject property view south east from intersection – 1992

**Attachment B, continued**

Site Photographs, Zone Change #873 – 1648 Poly Drive

Aerial photo

View south and east from intersection - 2003

**Attachment B, continued**

Site Photographs, Zone Change #873 – 1648 Poly Drive

View south from Poly Drive – 2011

View west along Poly Drive - 2011

**Attachment B, continued**

Site Photographs, Zone Change #873 – 1648 Poly Drive

View north and west across Poly Drive – 2011

View east along Poly Drive - 2011

**Attachment C**

Pre-application meeting notes and applicant's Letter

**ZONING CHANGE FOR 1648 POLY DRIVE**
**PRE-APPLICATION MEETING**
**DECEMBER 27, 2010**

**SIGN-UP SHEET**

| Printed Name | Signature | Address | Telephone No. |
|---|---|---|---|
| MICHAEL MACE | | 1511 Poly Dr. | 657-1015 |
| THOMAS E. SMITH | | 1008 RANADA DR. | 248-7731 |
| Larry Sperry | | 1704 Poly Dr | 2456944 |
| Scott Morledge - Hampton | | 2420 17TH ST. W. | 248-1886 |
| DIANE MORLEDGE HAMPTON | | 2420 17th ST W | 248-1886 |
| | Rocky Wilks | 1555 Campus | 652-2922 |

**PRE-APPLICATION MEETING SYNOPSIS**

**DECEMBER 27, 2010**

**GRAND HALL, PRESCOTT HALL, ROCKY MOUNTAIN COLLEGE**

Michael R. Mace, President of Rocky Mountain College called the meeting to order at 7:05 p.m. The following were present: Thomas E. Smith, attorney and agent for Rocky Mountain College; Larry Sperry, operator of the gas station at 1704 Poly Drive; Scott Morledge-Hampton and Diane Morledge-Hampton, husband and wife, of 2420 17th Street West; and Barbara Walborn, representative of Rocky Village Association and Bonnevue Square Association, of 1555 Campus Way. Michael R. Mace informed the meeting that he was also appearing as the owner of 17 Poly LLC. After greeting the attendees on behalf of Rocky Mountain College, Mr. Mace introduced Thomas E. Smith, an attorney with Moulton Bellingham PC law firm. Mr. Mace informed the group that Mr. Smith was acting as Rocky Mountain College's attorney and representative on the requested zone change.

Mr. Smith then spoke to the group. Mr. Smith noted that the reason Rocky Mountain College was requesting a zone change was that in 1993 the City of Billings and Rocky Mountain College entered into a Planned Development Agreement wherein it was agreed that the zoning for Lot 4, Block 2 of Rocky Village Subdivision would be Neighborhood Commercial, but that the property would be restricted to being a café or "eating place," and further restricted to a maximum building height of 16 feet and a maximum floor space of 1,972 square feet. Mr. Smith showed the Planned Development Agreement to the attendees. Mr. Smith advised that this agreement was entered into in order to allow the "17th Street Café" to renovate the old filling station building for the operation of a small café on the property. Mr. Smith stated that presently Rocky Mountain College would either like to build an office building on the property, or to sell the property to a third party who would build an office building on the site. However, due to the zoning of "Neighborhood Commercial with restrictions" resulting from the Planned Development Agreement of 1993, nothing but a café or "eating place" could operate on the property and the height and square footage maximums would prevent Rocky Mountain College, or others, from constructing a new building upon the premises. Therefore, Rocky Mountain College is seeking a zone change to simply "Neighborhood Commercial." Under a Neighborhood Commercial zoning, Rocky Mountain College, or a purchaser of the real property, would be able to construct an office building upon the property. Additionally, Neighborhood Commercial would allow a building to built to a maximum height of 34 foot, and a maximum lot coverage of 50%. Mr. Smith then stated that the attendees could make statements or ask questions if they like.

Larry Sperry said he supported Rocky Mountain College's zone change. He commented that he thought the 17th Street and Poly Drive intersection properties and businesses had significantly changed since 1993, and that the removal of the old gas station building for a new office building would an improvement to the neighborhood.

Barbara Walborn stated that she was present at the meeting to represent the Rocky Village Association and the Bonnevue Square Association. Both of these groups are landowners in the affected areas. She informed the group that these neighboring landowners were supportive of the zone change, provided that the property did not become a bar-casino serving alcohol or having gaming machines. Both Mr. Mace and Mr. Smith advised Ms. Walborn that Neighborhood Commercial zoning would not allow the sale of alcohol or gaming machines on the property. She stated that the Associations would then support Rocky Mountain College's zone change.

Both Scott Morledge-Hampton and Diane Morledge-Hampton commented that their home is directly across 17th Street West from the subject property (1648 Poly Drive) and that they felt the neighborhood would be improved by the removal of the old gas station building and the construction of the new office building. They additionally commented that they hoped any building would take into consideration the ambience of the Rocky Mountain College buildings and the buildings located on the northeast corner of the intersection. These buildings are the plastic surgery building just completed, as well as Morledge-Hampton's Eye Clinic. Both stated that the construction of a new building on the 1648 Poly Drive property would improve the aesthetics of the neighborhood, and that they supported the zone change.

No one appeared and spoke against the zoning change.

Mr. Mace thanked the attendees for coming to the Pre-Application Meeting and adjourned the meeting at approximately 8:15 p.m.

**ROCKY MOUNTAIN COLLEGE**
**ZONE CHANGE APPLICATION FOR 1648 POLY DRIVE**
**LOT 4, BLOCKY 2, ROCKY VILLAGE**

## RESPONSES TO APPLICATION QUESTIONS

*1.A. In what ways is your proposal consistent with the goals of the adopted Growth Policy?*

Rocky Mountain College is requesting the zone change in order to allow the real property to be utilized to its maximum potential. Presently, with the restrictions that were placed on the real property by virtue of the Planned Development Agreement of 1993, the property is restricted to being a café or "eating place," and further restricted to a maximum building height of 16 feet and a maximum floor space of 1,972 square feet. The restaurants or cafes that operated at the location went out of business. Therefore, one may determine that the property location will no longer sustain a café or "eating place." If the restrictions are not removed, one may assume that the property will remain unoccupied and underutilized. Frankly, vacant buildings and lands are not attractive and tend to decrease real estate values in the neighborhood. However, if the restrictions on use, height and maximum square footage are removed, then a office building could be constructed on the premises. In short, the attractiveness of the community will be improved as a result of this zone change. Neighborhood pride will be promoted.

If the restrictions are removed, an unoccupied building and lot will be "in-filled" with an occupied new office building attractively landscaped and maintained. Additionally, a professional office building will allow for an integration of services being offered in the local neighborhood. These services may include legal, medical, accounting, financial or other professional services. While respecting the character of the neighborhood, the use of the subject property for professional offices will promote business development.

Also, a professional office building will integrate well into the neighborhood and have little, if any, impact on the surrounding community consisting or multiple dwellings and single dwelling homes. A professional office building is a relatively "green" business or enterprise, and is non-polluting as far as noise or light. An office building is primarily utilized between 8:00 - 5:00 and has little impact on adjacent residential buildings during evenings and weekends. It has does not stress or significantly impact utility services, community services, roads or transportation. The subject property is situated on two main arterials, Poly Drive and 17th Street West. To the North of the subject property is a baseball field, to the Northeast is a plastic surgery and medical offices, and to the West is gas station. Immediately South of the subject property is a row of garages servicing an apartment complex. Immediately East of the subject property is a large apartment

complex. The subject property is not immediately adjacent to any single family dwelling. The placement of a professional office building in the neighborhood is compatible with its current development and will actually benefit the neighborhood.

Finally, if the restrictions of use, height and maximum square footage are removed, the entire community of the City will benefit. There will be a greater access to professional services of those who occupy the office building. There will be a more attractive appearance to the area. And, there will be an economic stimulus resulting from the offices operated in the building, as well as additional real estate taxes and income taxes.

1.B. *Explain your need for the intended zone change and why the property cannot be used under th existing zoning. Explain how the new zoning will fit in with the existing zoning and land uses of the immediate area?*

As noted above, by virtue of the Planned Development Agreement of 1993, the property is restricted to being a café or "eating place," and further restricted to a maximum building height of 16 feet and a maximum floor space of 1,972 square feet. With the current restrictions in place, the only business that may be operated is a café or "eating place." The building has been unoccupied for several years and no interest has been expressed by a restaurant or café to move into the location. If the zoning remains unchanged, it is likely the building and lot will remain unoccupied and vacant. Rocky Mountain College believes and unoccupied building and lot detracts from the neighborhood and community.

Also as noted above, a professional office building will integrate well into the neighborhood and have little, if any, impact on the surrounding community consisting or multiple dwellings and single dwelling homes. A professional office building is a relatively "green" business or enterprise, and is non-polluting as far as noise or light. An office building is primarily utilized between 8:00 - 5:00 and has little impact on adjacent residential buildings during evenings and weekends. It has does not stress or significantly impact utility services, community services, roads or transportation. The subject property is situated on two main arterials, Poly Drive and 17th Street West. To the North of the subject property is a baseball field, to the Northeast is a plastic surgery and medical offices, and to the West is gas station. Immediately South of the subject property is a row of garages servicing an apartment complex. Immediately East of the subject property is a large apartment complex. The subject property is not immediately adjacent to any single family dwelling. The placement of a professional office building in the neighborhood is compatible with its current development and will actually benefit the neighborhood.

**Attachment D**
Letters of Opposition

February 8, 2011

Ming Cabrera
1734 Poly Drive
Billings, Montana 59102
Email – mdmscabrera@bresnan.net

Nicole Cromwell, Planner II Zoning Coordinator
Planning and Community Services Department
Billings, Montana 59102

E-mail:cromwelln@ci.billings.mt.us

Re: rezoning of 1648 Poly Drive
City zone change #873

Dear Sir:

I am responding to my adamant objection to allow rezoning of the property now located at 1648 Poly Drive zone change #873.

A preliminary hearing was held to allow 17th St. Station to be torn down and to rebuild a structure "34 feet" high. As I discussed with Wyeth Friday and Tamara Deines the first notice was given to those within 300 sq feet of the lot enclosure. However, when I read the minutes, those that spoke in attendance had commercial interest in the building i.e. Larry Sperry owns the gas station, Dr. Hampton owns the lot northwest of the building and President Mike Mace of Rocky Mountain either had financial interest in the lot or was speaking without relevance since Rocky Mountain campus is not within the 300 sq ft of notification. I live just outside of 300 square and was not given notice. No one spoke at the preliminary hearing with residential interest only. I only heard about the preliminary hearing from a second hand source. This is very unfair to me or to those who live near this proposed building. I feel this prelim hearing was illegal due to the facts above.

My second objection is to the height of the building. I was told by Tom Smith the attorney for the proposed building, the height of 34 feet is from street level. In the past, the building in the lot located northwest of proposed building, Poly Medical Building, that has recently been torn down had covenants that were quite questionable as to the height of that building. The present height of the present building of Dr. Hampton is also quite questionable and is not within the jurisdictions of the neighborhood. Due to past dealings of height questions in the area, the marker of street level can be read in anyway the architect would like to promote. For example, a breme could be built to add height. This height of 34 feet is ambiguous. Furthermore, the height of 34 feet in my opinion is not eligible to a "residential neighborhood" building. This height can be considered

commercial and does not in way bring an attractive look to Poly Drive. Furthermore this lot is asking for a change from neighborhood commercial to unrestricted commercial. A person could do almost anything with this "blank check" mentality.

My third objection is to the misconception of increased value of property on Poly Drive. Dr. Hampton noted in the preliminary hearing property values would increase in the surrounding neighborhood. This statement has no foundation. I would like to see cited sources that would make this possible. Also, another office building would increase traffic, more commercial signage, lighting and noise to an already crowded neighborhood. Right now east of this building, four low income apartment complexes - thank to Rocky Mountain College has been erected. In the notes on building these apartments was for marriage student housing and college students of Rocky. I doubt very few people living in these complexes are even with the college. Furthermore, parking on Poly drive due to these apartments, summer festivals and college games goes all the way to my house. On occasion, people will park in my driveway without permission. Another office building will increase this congestion. Furthermore, just across the street two commercial medical buildings are now in place. The plan is for two to four more buildings across the street. As for my house, I cannot add input to what is to be built in that area due to what I consider unscrupulous disregard to the neighbors across the street to the present owner of this land. Could you please explain how the zoning commission could consider this to be a residential neighborhood that will increase the value of my property?

As of today February 8, 2011 no signs at 17th station have been erected to discuss these zoning hearing to take place on March 1, 2011. This seems so unfair and again without regard to the residents to oppose those who want to build with less than 20 days to review. Again, I feel this is unfair and illegal to those who don't have a commercial stake in the building.

Can the zoning commission and those who are building tell me how they are going to be part of the residential neighborhood? That's why they want to see the zone changed from residential commercial to unrestricted commercial. I see no part in residential at all just commercial build up of once a very quiet and highly taxed area of Billings, Montana.

Finally, my last objection is to what has been done is not what has been promised to us residents of Poly Drive. The conversion of the old gas station to a neighborhood gathering place was given. The allowance of 17th station being built was for those in the surrounding area to have a place to meet – a coffee shop. Furthermore, across the street in the original plans of the zoning permission of the medical building across the street was for the allowance of a park and a tennis court to enhance the neighborhood appeal to our area. All of these promises have been broken with further commercialization of Poly Drive. None of these promises have come to fruition, more losses to our once quiet neighborhood. Let me remind the commission once again, a community center or a park was promised in the first zoning and past notes of this building and the development of the lot now owned by Dr. Hampton. In reality, Rocky Mountain College, Dr. Hampton, Plastic Surgery Center has continued commercial buildup without a mandated park for residential use. Our rights as residential inhabitants have been taken away with more

buildings and my right to a livable residential area. I have seen more traffic, lighted signage, and commercial parking lights on all night, and a noisy electric generator in a residential – commercial area without our regard.

Gentlemen of the zoning commission, to the residents of Poly Drive give us back what we were promised not more commercial building with unfounded height restrictions. I will continue to oppose any building and a continued blank check mentality, without disregard to my right to a peaceful and livable neighborhood.

Sincerely

Ming Cabrera

1734 Poly Drive
Billings, Montana 59102

2/14/2011

Sirs -

I am opposed to the zoning change proposal for the old 17th Street Station property. My home is in the northwest corner of Bonneville Square and its value will be diminished if a professional office building of four stories or more is built here. I would also lose my northern view of the rimrocks.

Again, am against city zone

**Attachment E**
Existing PD Agreement

PLANNED DEVELOPMENT AGREEMENT BOOK 1300 PAGE 4044

For Lot 4, Block 2,
Rocky Village Subdivision

THIS AGREEMENT, made and entered into this 3rd day of February, 1993, by and between Rocky Mountain College, hereinafter referred to as "Owner", and the City of Billings, hereinafter referred to as "City".

WITNESSETH

WHEREAS, the undersigned is the Owner of all of Lot 4, Block 2, Rocky Village Subdivision, according to the record thereof on file in the office of the Clerk and Recorder of Yellowstone County, Montana, a Planned Development affected by this Agreement, as outlined within the City Zoning Ordinance;

WHEREAS, the aforesaid Owner and City desire to place use restrictions on the above-described premises, as provided in this Agreement;

NOW, THEREFORE, in consideration of the premises, the undersigned hereby establish and declare the following building restrictions which shall be applicable to the above described real property.

I. PERSONS BOUND BY THE PLANNED DEVELOPMENT AGREEMENT.

All persons, corporations or other entities, who shall hereafter acquire any interest in and to the above-described real estate shall be taken and held to agree, to conform to and observe the following building restrictions, and stipulations as to the use thereof, and as the construction of improvements thereon.

II. BUILDING AND USE RESTRICTIONS.

Unless expressly designated below, all other standards or requirements of the City of Billings Zoning Ordinance shall be followed for the type of use within each of the areas listed below.

1. Land Uses.

Neighborhood Commercial (NC) - Lot 4, Block 2,
Rocky Village Subdivision

2. Uses Permitted in Neighborhood Commercial Area of Lot 4.

Eating Places with a maximum gross floor area of 1,972 square feet and automobile parking in connection with the permitted use. Eating places shall be limited to the following types of establishments, listed under Industry No. 5812:

Cafes, caterers, coffee shops, diners, restaurants (excluding fast food), sandwich shops, and/or R-9600.

There shall be no twenty-four hour sales, and there shall be no sale of alcoholic beverages on-site.

3. Supplemental Area and Height Requirements.

Neighborhood Commercial (NC)
Maximum Height of Building - 16 feet
Maximum Floor Space - 1,972 square feet

4. Development Schedule

All improvements in the Planned Development will be constructed within two years of the date of the special review.

5. Other Special Agreements:

A. Site Plan. The site plan, as submitted, shall not be substantially altered.

B. Other requirements. Unless expressly designated above, all other standards or requirements of the City of Billings Development Standards, Building and Zoning, and Site Development Ordinances shall be followed.

III. REVERSION

If for any reason this Planned Development is not implemented and constructed for occupancy within the development schedule in Paragraph II.4, and in conformance with this Agreement, the zone on Lot 4 shall revert to R-9600.

IV. PLANNED DEVELOPMENT AGREEMENT AMENDMENTS OR CHANGES.

Major changes in the final development plan or other documents similarly approved and recorded shall be considered the same as a new petition and re-application shall be made in accordance with the procedures for a new application. Minor changes and development may be approved by the City Zoning Coordinator provided that such changes do not increase the gross floor area, height of building, or land uses.

V. RIGHT TO ENFORCE.

BOOK 1890 PAGE 4946

The provisions of the Planned Development Agreement shall be enforced as provided for Article 27-1100 of the Billings City Code.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

"OWNER"
ROCKY MOUNTAIN COLLEGE
BILLINGS, MONTANA

BY Sharon Meyer
Sharon Meyer, Vice President

ATTEST Cindy Scheibel
Cindy Scheibel, Secretary

"CITY"
THE CITY OF BILLINGS
BILLINGS, MONTANA

BY
Mayor

ATTEST Marita Herold
City Clerk

STATE OF MONTANA )
:ss
County of Yellowstone )

On this 2nd day of February, 1993, before me, a Notary Public in and for the State of Montana, personally appeared Sharon Meyer and Cindy Scheibel, known to me to be the Vice president and secretary, respectively, of Rocky Mountain College, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of Rocky Mountain College.

James M. Butler
Notary Public for the State of Montana
Residing in Billings
My commission expires May 15, 1994

STATE OF MONTANA )
:ss
County of Yellowstone )

BOOK 1390 PAGE 4947

On this 10 day of February, 1993, before me, a Notary Public in and for the State of Montana, personally appeared Richard L. Larsen and Marita Herold, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings.

Notary Public for the State of Montana
Residing in Billings
My commission expires 10-30-93

**Attachment F**

AN ORDINANCE AMENDING THE ZONE CLASSIFICATION FOR Lot 4, Block 2 of Rocky Village Subdivision containing approximately 25,600 square feet

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

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

2. DESCRIPTION. A tract of land known as Lot 4, Block 2 of Rocky Village Subdivision, containing approximately 25,600 square feet of and is presently zoned Planned Development and is shown on the official zoning maps within these zones.

3. ZONE AMENDMENT. The official zoning map is hereby amended and the zoning for **the above described parcel** is hereby changed from **Planned Development with underlying zoning of Neighborhood Commercial – restricted** to **Planned Development with underlying zoning of Neighborhood Commercial as described in Exhibit A attached hereto** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Planned Development** as set out in the Billings, Montana City Code.

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

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

PASSED by the City Council on first reading March 28, 2011.

PASSED, ADOPTED AND APPROVED on second reading April 11, 2011.

CITY OF BILLINGS:

BY:_____
Thomas W. Hanel, Mayor

ATTEST:

BY: _____
Cari Martin
City Clerk

ZC #873 – Rocky Village Planned Development

PLANNED DEVELOPMENT AGREEMENT

For Lot 4, Block 2, of Rocky Village,
in the City of Billings, Yellowstone County, Montana

THIS AGREEMENT, made and entered into this ___ day of _____, 2011, by and between ROCKY MOUNTAIN COLLEGE, a Montana corporation (hereinafter referred to as "Owner"), and the City of Billings (hereinafter referred to as "City").

WITNESSETH

WHEREAS, the undersigned is the Owner of all of Lot 4, Block 2, of Rocky Village, according to the record thereof on file in the office of the Clerk and Recorder of Yellowstone County, Montana, a Planned Development affected by this Agreement, as outlined within the City Zoning Ordinance;

WHEREAS, the aforesaid Owner applied for a change of zoning for the above-described real property from Planned Development Neighborhood Commercial With Restrictions to Planned Development Neighborhood Commercial;

WHEREAS, the City has approved the change of zoning to Planned Development Neighborhood Commercial after due and proper administrative review, notice and public hearing, all in accordance with City Ordinances and requirements;

NOW, THEREFORE, in consideration of the premises, the Owner and the City hereby establish and declare that Lot 4, Block 2, of Rocky Village, City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County under Document #938344 (commonly referred to as 1648 Poly Drive, Billings, Montana 59102) is hereby zoned Planned Development Neighborhood Commercial effective immediately.

I. PERSONS BOUND BY THE PLANNED DEVELOPMENT AGREEMENT.

All persons, corporations or other entities, who now have or shall hereafter acquire any interest in and to the above-described real property shall be taken and held to agree to the zoning of the above-described real property as Planned Development Neighborhood Commercial.

II. BUILDING AND USE RESTRICTIONS.

The Building and Use Restrictions applicable to the above-described real property shall be those set forth and described in the City Code and/or Ordinances for any real property classified or zoned as Neighborhood Commercial in the City of Billings. The following uses will be prohibited: banks, credit unions or other depository institutions; gas stations; convenience food stores with or without gas pumps; pharmacies; drycleaners or drycleaner drop-off; laundries; funeral homes and crematories; any use that requires or uses a back-up power generator.

All site lighting including lighting within the parking area, loading area and on the building shall have full cut-off shielding so no part of any light or lenses projects below or above the light fixture. No internally illuminated signs are allowed including electronic message display signs.

III. PLANNED DEVELOPMENT AGREEMENT AMENDMENTS OR CHANGES.

Any modification of the approved development plan requested by the owner shall be processed using the same procedures for a new application, as set forth in the Billings Montana City Code. However, minor modifications may be approved by the zoning coordinator if he/she makes the following findings:

(1) No change in the overall character of the development;
(2) No increase in the number of residential units greater than two (2) percent;
(3) No additional allowed uses;
(4) No reduction in open space greater than two (2) percent; and
(5) No change in the approved minimum setbacks, maximum lot coverage or maximum allowed height.

IV. RIGHT TO ENFORCE.

The provisions of the Planned Development Agreement shall be enforced as provided for Article 27-1600 of the Billings City Code.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

"OWNER"
ROCKY MOUNTAIN COLLEGE,
a Montana corporation

BY _____

Michael R. Mace
Its President and duly authorized agent

ATTEST _____
Secretary of Rocky Mountain College

"CITY"
THE CITY OF BILLINGS,

BY _____

Thomas W. Hanel
Its Mayor and duly authorized agent

ATTEST _____
Cari Martin, City Clerk

STATE OF MONTANA )
: ss.
County of Yellowstone )

On this ____ day of _____, 2011, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Michael R. Mace, known to me to be the President and duly authorized agent of Rocky Mountain College, the corporation executing the within instrument, and acknowledged to me that he executed the within instrument on behalf of said corporation, having first been authorized so to do.

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

(Notary Seal)

_____
Printed Name: _____
Notary Public for the State of Montana
Residing at _____, Montana
My Commission Expires: , 20___

STATE OF MONTANA )
: ss.
County of Yellowstone )

On this ____ day of _____, 2011, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Thomas W. Hanel, known to me to be the Mayor and duly authorized agent of the City of Billings, executing the within instrument, and acknowledged to me that he executed the within instrument on behalf of said corporation, having first been authorized so to do.

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

(Notary Seal)

_____
Printed Name: _____
Notary Public for the State of Montana
Residing at _____, Montana
My Commission Expires: , 20___

**Regular City Council Meeting**

**Date: 03/28/2011**

**TITLE:** Special Review #888 - Public Hearing

**PRESENTED BY:** Candi Beaudry

**Department:** Planning & Community Services

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**Information**

## PROBLEM/ISSUE STATEMENT

This is a request for a special review to allow the location of an all beverage license with gaming in a Highway Commercial (HC) zone on Lot 1, Cipech Subdivision and Tracts C, D & U of C/S 59 a 17,808 square foot parcel of land generally located at 1214 Main Street. The former Diamond Jubilee Casino is currently vacant and no previous special review was approved for this location by the City Council. The location will not require a waiver of the 600 foot separation from this location as there are no churches, schools or public parks with playground equipment within 600 feet of this property. The Zoning Commission conducted a public hearing on March 1, 2011, and is forwarding a recommendation of conditional approval on a 5-0 vote.

## ALTERNATIVES ANALYZED

The Planning Division reviewed this application and recommended conditional approval. Before a recommendation of approval or conditional approval can be made, each special review request must demonstrate conformance with three primary criteria: 1) the application complies with all parts of the Unified Zoning Regulations, 2) the application is consistent with the objectives and purposes of the Unified Zoning Regulations and the 2008 Growth Policy, and 3) is compatible with surrounding land uses and is otherwise screened and separated from adjacent land to minimize adverse impacts. This application conforms to the first criteria, for front and rear setbacks. The side adjacent to Riley Street does not meet the required minimum of 10 feet. However, the applicant does not intend to increase the size of the building so the existing setback can remain. The building does not exceed maximum lot coverage or building height. The location is in one of the zoning districts that allows an all-beverage license by special review approval. The application is conforming to the purposes of the regulations and the 2008 Growth Policy. The application also conforms to the second and third criteria. The submitted drawing shows the existing conditions and no substantial changes to the exterior except for maintenance are contemplated. This is an opportunity to re-use an existing vacant casino building. The Zoning Commission concurred with staff recommended conditions for this special review based on the approval criteria for special review uses. The Zoning Commission has recommended conditions below to address lighting, safety, noise, and landscaping. The location of an all-beverage license will allow a vacant casino to be re-used. The Zoning Commission recommended removing a proposed condition to require a 4-foot fence for the outdoor patio area at the request of the new owner, Bernard Harrington. The owner testified that no alcohol or food service will be offered outside the building. The owner acknowledged that any outdoor service would require an additional special review approval.

The Zoning Commission is forwarding a recommendation of conditional approval on a 5-0 vote.

The Zoning Commission recommends the following conditions:

1. The special review approval shall be limited to Lot 1, Cipech Subdivision and Tracts C, D & U of C/S 59 generally located at 1214 Main Street.
2. Any expansion of the proposed patio, building, building occupancy or parking lot greater than 10 percent of what is shown on the submitted site plan will require an additional special review approval.

3. All new site lighting on the building, in parking areas or outdoor patio shall have full cut-off shields so lighting is projected to the ground and not on to adjacent properties. This condition does not apply to existing or restored neon lighting on the building.
4. The owner is allowed to have background music and un-amplified live outdoor entertainment on the outdoor patio lounge. Background music is amplified music not audible beyond the outdoor patio lounge.
6. There shall be no outdoor public address system or outside announcement system of any kind.
7. These conditions of special review approval shall run with the land described in this authorization and shall apply to all current and subsequent owners, operators, managers, lease holders, heirs and assigns.
8. The proposed development shall comply with all other limitations of Section 27-613 of the Unified Zoning Regulations concerning special review uses, and all other City of Billings regulations and ordinances that apply.

**NOTE** Approval of this Special Review does not constitute approval of a building permit, sign permit or fence permit. Compliance with all applicable local codes will be reviewed at the building permit level. This application is for a Special Review as noted above and no other request is being considered with this application. The Planning Division points out that the use and development of the property must be in accordance with the submitted site plan.

**FINANCIAL IMPACT**

The re-use of the closed casino will support and preserve the commercial tax base in the area. Vacant and abandoned property tends to suppress surrounding property value and can increase calls for service to the area.

**BACKGROUND**

This is a request for a special review to allow the location of an all-beverage license with gaming at the former Diamond Jubilee Casino at 1214 Main Street. The existing casino, patio, and parking lot are part of the bankruptcy proceedings of the previous owner. A potential buyer wishes to re-open the business under a new name. This location never received a special review approval from the City Council since it pre-dates the zoning regulations requiring special review approval. The location is not within 600 feet of any church, school, or public park with a playground. The potential owner intends to renovate the property and re-open the business. There is a manufactured home park to the west. Access to the site is Riley Drive – a narrow street to the north and from a drive approach off Main Street. Riley Drive also provides the only access to the manufactured home park to the west. Main Street is divided at this location so direct access for traffic traveling north requires a U-turn at the traffic control signal at Logan Lane just north of Riley Drive. All property surrounding the site is zoned HC and with the exception of the manufactured home park, all surrounding lots are developed for commercial businesses including a Wendy’s restaurant, a gas station, a motel, auto parts store, a bakery outlet and a U-Haul store.

**STAKEHOLDERS**

The Zoning Commission conducted a public hearing on March 1, 2011 and received testimony from the new owner, Bernard Harrington (OFLS, LLC) and the agent, Bob Pulley of Elite Realty. Mr. Harrington requested the proposed condition #4 be omitted since he does not intend to provide any alcohol or food service in the outdoor patio to the west of the building.
Mr. Harrington stated his intent to do some remodeling on the interior and the outdoor area might be improved to provide a shelter for smokers but no alcohol would be allowed in this outdoor area. Mr. Harrington stated the casino was closed in September 2010 and was part of the former owner's bankruptcy proceedings. Mr. Harrington stated the new casino will not be a night club and will have a limited menu for food service. It will function primarily as a casino and have a small package liquor service. There was no other testimony.

**CONSISTENCY WITH ADOPTED POLICIES OR PLANS**

Please see the Alternatives Analyzed section of this report.

**RECOMMENDATION**

The Zoning Commission is forwarding a recommendation of conditional approval on a 5-0 vote.

**APPROVED BY CITY ADMINISTRATOR**

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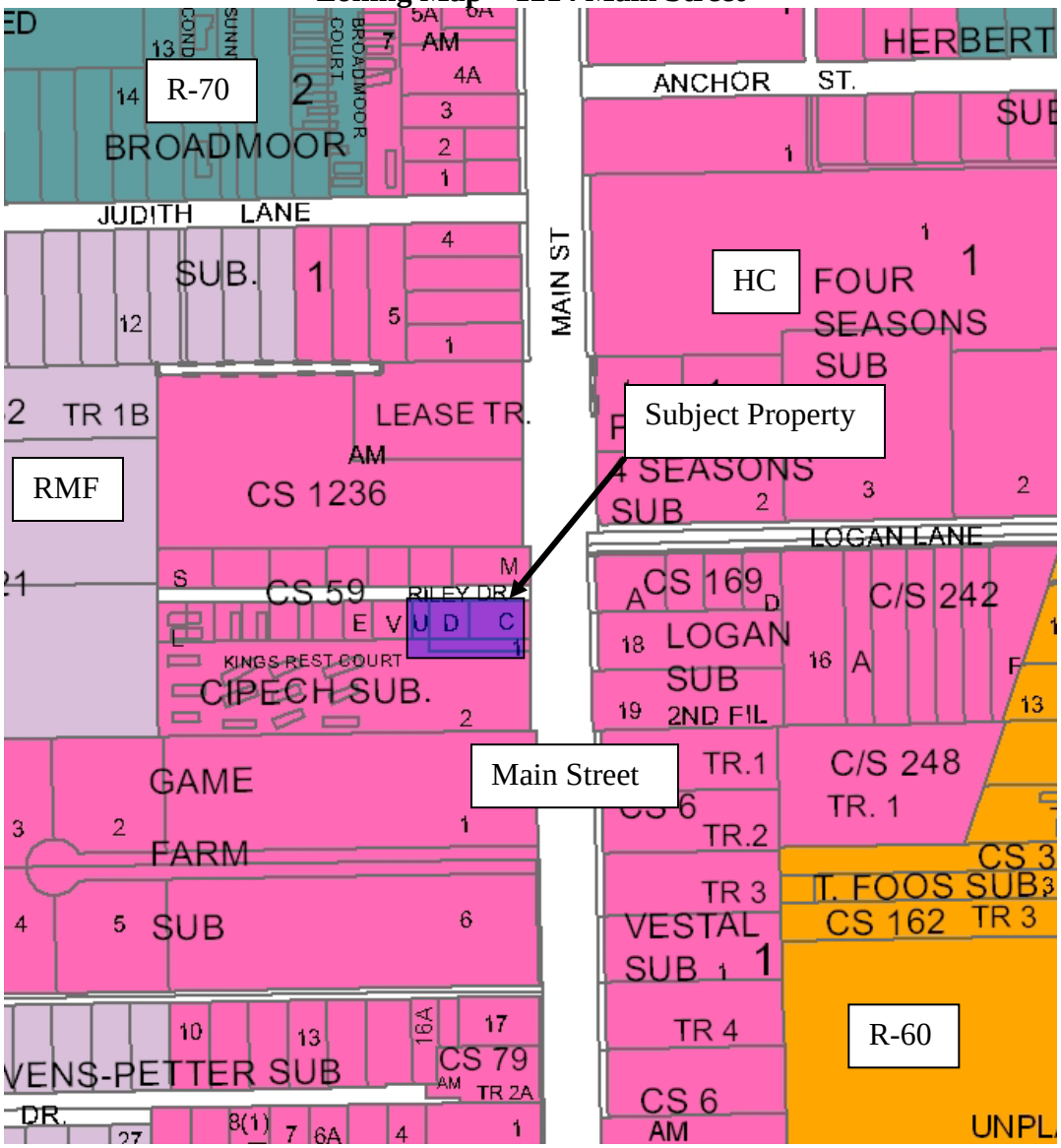
**Attachments**

Zoning Map
Site Photos
Site Plan
Applicant Letter

**Attachment A**

**Zoning Map – 1214 Main Street**



**Attachment B**
**Site photos – 1214 Main Street**

Subject property

**Attachment C, continued**
**Site photos – 1214 Main Street**

View from Main Street

View north along front of building

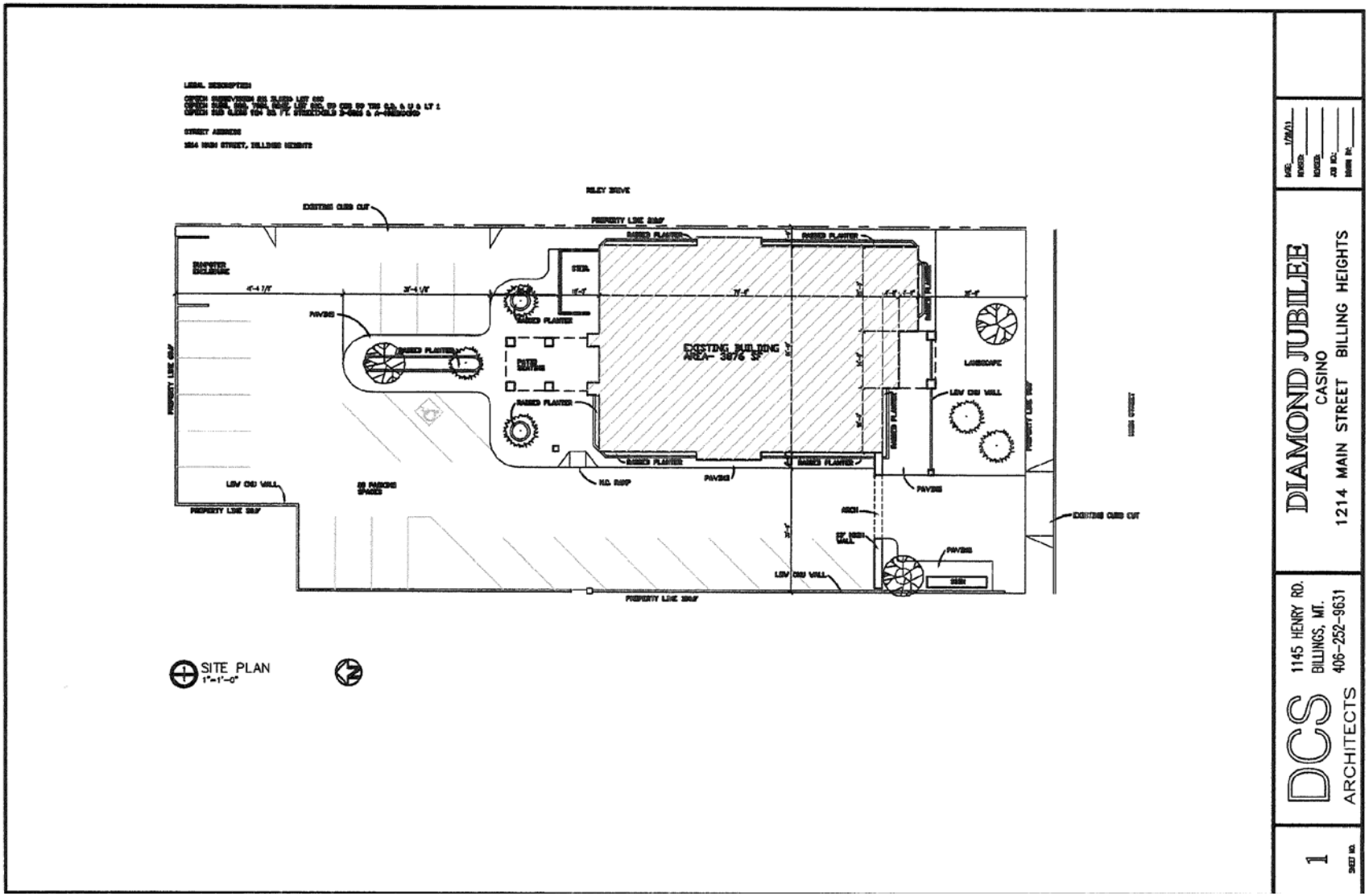
**Attachment C, continued**

**Site photos – 1214 Main Street**

View of outdoor patio on west side of building – provides accessible entrance to building

View west along Riley Drive to manufactured home park

**Attachment C**
**Site Plan – 1214 Main Street**




DIAMOND JUBILEE
CASINO
1214 MAIN STREET BILLING HEIGHTS

DCS ARCHITECTS
1145 HENRY RD.
BILLINGS, MT.
406-252-9631

1

# Attachment D
# Applicant Letter – 1214 Main Street

**SPECIAL REVIEW APPLICATION ADDENDUM**
**CITY OF BILLINGS**

**DIAMOND JUBILEE BUILDING**
**1214 MAIN STREET**
**BILLINGS, MT 59105**

1. A.) In what ways is your proposal consistent with the goals and policies of the adopted Growth Policy?

With regard to the Land Use Element of the Growth Policy my project appears to be a good fit. The project is a continuing use of a closed existing facility, for the purpose it was designed. It complies with current zoning, and will not contribute to any kind of urban sprawl.

In terms of the Economic Development Element of the Growth Policy it is apparent that any closed business on Main Street leaves a hole. Returning that location to an open, vibrant business will provide employment, add to the tax base, and bring the Heights a community minded business person. Main Street is an entryway to our community, and to have an attractive building sitting abandon and unused does not promote a sense of economic strength. This project will again, reopen a closed business and create new jobs.

I have always found this building to be an attractive addition to Main Street. With proper maintenance and landscaping it should remain so. My intention is to maintain the building and make sure that the small amount of landscaping that is available is well done. This should blend well with the Aesthetics Element of the Growth Plan and other applicable sections of the plan also.

This may be a misinterpretation on my part, but the Public Facilities and Service Element of the Growth Plan talks a little about dilapidated and unsafe properties, and vacant structures. This property certainly could not be seen as dilapidated or unsafe, but it is vacant. My point is that the longer properties remain vacant, the more likelihood there is of vandalism and deterioration of the structures. Approving this special review would keep this building in use and properly maintained.

1. B.) Why is there a need for the intended use of the property at this location?

This property has been used as a lounge or casino for over 50 years. Permitting an all beverage license is consistent not only with the buildings' previous use, but also with its design. Over that 50 plus year history this location has operated with either a beer and wine license or an all beverage license at different periods of time. When the location was closed in the latter part of 2010 it had a beer and wine license, but it has had a full beverage license in the past. I think an all beverage license gives this project a greater chance of being successful. Allowing the all beverage license will open a closed business and it will provide employment.

1. C.) How will the public interest be served if this application is approved?

Again, I think the combination of a closed business re-opening, and the added employment will be a benefit for Main Street and the community.

1. D.) Prepare a written statement addressing what is intended to be done with the property, including new construction or change in the use of the property, and why the special review is being sought.

The property under consideration has been used as a lounge, or lounge/casino combination for close to 50 years as I understand it. It is my intention to continue to use the property for that same purpose. I would like to re-open the facility, after some minor interior remodeling, and have a full beverage lounge with gaming and a small package liquor retail space. There are no exterior changes planned for the building at this time.

The special review is being sought because the business that previously occupied the building possessed a beer and wine license, and I would like to place an all beverage license in the new business. There has been an all beverage license at this location in the past, but for the last several years the proprietors had a beer and wine license only. The change back to a full beverage license requires the special review.

**Regular Item #: 5.**

**Regular City Council Meeting**

**Date: 03/28/2011**

**TITLE:** Public Hearing and Resolution Approving the FY 2012 – FY 2016 Capital Improvement Plan (CIP), Equipment Replacement Plan (ERP), and Technology Replace

**PRESENTED BY:** David Mumford

**Department:** Public Works

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**Information**

## PROBLEM/ISSUE STATEMENT

The final drafts of the FY 2012-2016 Capital Improvement Plan (CIP), Equipment Replacement Plan (ERP), and Technology Replacement Plan (TRP) were presented to the City Council at the March 7, 2011 Work Session. Based on the outcome of that meeting, the Council is being asked to hold a public hearing and consider final adoption of the CIP, ERP, and TRP on March 28, 2011.

## ALTERNATIVES ANALYZED

• Hold a public hearing and defer action to April 11, 2011.
• Hold a public hearing, amend the Program to include any desired projects and changes, and adopt the CIP, ERP, and
TRP as amended.
• Hold a public hearing and postpone action indefinitely.
• Hold a public hearing and adopt the CIP, ERP, and TRP as presented.

## FINANCIAL IMPACT

The CIP, ERP, and TRP are financial tools that indicate the City's priorities when budgets are prepared. For the Fiscal 2012 budget, the proposed CIP would result in expenditures totaling $66,477,990, which includes $6,161,000 of unfunded general fund projects in PRPL. If fully funded, the ERP would result in expenditures totaling $4,305,190, and the TRP would result in expenditures totaling $631,335. Projects are identified and proposed by staff, however, Council amendments and the availability of funds in FY 2012 and future years could affect the actual costs. Copies of the CIP, ERP, and TRP are on file in the City Clerk's Office.

## RECOMMENDATION

Staff recommends that Council approve the FY 2012 ERP and TRP, and the FY 2012–2016 CIP.

## APPROVED BY CITY ADMINISTRATOR

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**Attachments**

CIP/ERP/TRP resolution

RESOLUTION 11-_____

A RESOLUTION ADOPTING THE 2012–2016 CAPITAL IMPROVEMENT PLAN, EQUIPMENT REPLACEMENT PLAN, AND TECHNOLOGY REPLACEMENT PLAN

WHEREAS, the Capital Improvement Plan (CIP), Equipment Replacement Plan (ERP), and Technology Replacement Plan (TRP) are financial tools adopted by the City Council as an indication of its priorities for funding projects in future budget years; and

WHEREAS, the City of Billings held three (3) public input/comment meetings on the CIP on January 25, 2011, January 27, 2011, and February 2, 2011, at various locations in the community, and

WHEREAS, the City Council of the City of Billings was presented on March 7, 2011, with staff recommendations for a 2012–2016 CIP, ERP, and TRP; and

WHEREAS, the City Council held a public hearing on the proposed Plans at its March 28, 2011, meeting.

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

Section 1: The 2012–2016 CIP, ERP, and TRP are hereby adopted as presented by staff on March 28, 2011.

Section 2: City staff is hereby directed to utilize the adopted plans to prepare the FY 2012 departmental budgets that will be incorporated into the comprehensive FY 2012 City of Billings budget, which will be presented for City Council review and approval at a future City Council meeting.

APPROVED AND PASSED by the City Council of the City of Billings this 28th day of March 2011.

THE CITY OF BILLINGS:

BY: _____
Thomas W. Hanel, Mayor

ATTEST:

_____
Cari Martin, City Clerk

**Regular Item #: 6. A.**

**Regular City Council Meeting**

**Date: 03/28/2011**

**TITLE:** Resolution Granting Approval of Rocky Mountain College Revenue Bonds

**PRESENTED BY:** Patrick M Weber

**Department:** City Hall Administration

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**Information**

## PROBLEM/ISSUE STATEMENT

On February 28, 2011, the council called for a public hearing and the issuance of revenue bonds to finance the costs of acquisition, construction and installation of energy efficiency improvements located on Rocky Mountain College campus.
The estimated cost of the project is $2,610,868. The borrower will enter into a performance contract with Johnson Controls to complete the project. The estimated energy savings is $4,165,490 over a 16 year period.

Based on the public hearing on March 28, 2011, the council gives approval of the project and authorizes the issuance of the bonds.

## ALTERNATIVES ANALYZED

The Council may:

- Approve the resolution; or
- Not approve resolution.

## FINANCIAL IMPACT

The bonds are special, limited obligations of the City and do not create financial liability for the City or create a charge against its general credit or taxing powers. Rocky Mountain College will pay for any costs incurred by the City in connection with the sale.

## RECOMMENDATION

Staff recommends that the City Council approve the attached resolution.

## APPROVED BY CITY ADMINISTRATOR

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**Attachments**

Resolution approving project

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CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of a Resolution entitled: "RESOLUTION RELATING TO A PROJECT ON BEHALF OF ROCKY MOUNTAIN COLLEGE AND THE ISSUANCE OF REVENUE BONDS TO FINANCE THE COSTS THEREOF UNDER MONTANA CODE ANNOTATED, TITLE 90, CHAPTER 5, PART 1, AS AMENDED; APPROVING THE PROJECT AND PRELIMINARILY AUTHORIZING THE ISSUANCE OF BONDS THEREFOR" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a meeting on March 28, 2011, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

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

WITNESS my hand officially this _____ day of March, 2011.

_____
City Clerk

(SEAL)

RESOLUTION NO. _____

RESOLUTION RELATING TO A PROJECT ON BEHALF OF ROCKY MOUNTAIN COLLEGE AND THE ISSUANCE OF REVENUE BONDS TO FINANCE THE COSTS THEREOF UNDER MONTANA CODE ANNOTATED, TITLE 90, CHAPTER 5, PART 1, AS AMENDED; APPROVING THE PROJECT AND PRELIMINARILY AUTHORIZING THE ISSUANCE OF BONDS THEREFOR

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

Section 1. Recitals.

1.01 This Board by Resolution No. 11-19032 duly adopted on February 28, 2011, called a public hearing on a proposed project and the issuance of revenue bonds or notes therefor under Title 90, Chapter 5, Part 1, Montana Code Annotated (the "Act"), to finance all or a portion of the costs of acquisition, construction and installation of energy efficiency improvements to various buildings and facilities located on the Rocky Mountain College campus (the "Project"); and to pay certain costs associated with the sale of the bonds or notes and any other eligible costs. The campus of Rocky Mountain College, a Montana nonprofit corporation (the "Borrower"), is located at 1511 Poly Drive in Billings, Montana. The total cost of the Project is estimated to be $2,610,868. The Borrower will enter into a performance contract with Johnson Controls, Inc. to complete the Project (the "Energy Performance Contract"). The maximum principal amount of the bonds or notes will not exceed $2,610,868. The Energy Performance Contract will guarantee the Borrower energy savings of at least $4,165,490 over a 16-year period, or an average of $260,343 per year.

1.02 The Borrower is proposing that the City issue its Higher Education Revenue Note (Rocky Mountain College Energy Performance Project), Series 2011, in the maximum principal amount of $2,610,868 (the "Note"), for the purpose of defraying all or a portion of the costs of the Project.

Section 2. Findings. At the public hearing duly called, noticed and held as required by the Act, all persons who appeared were afforded an opportunity to express their views with respect to the proposal to undertake and finance the Project. Based on the public hearing, any written comments filed with the City Clerk and such other facts and circumstances as this Council deems relevant, this Council hereby finds, determines and declares, as follows:

(a) The Project, as proposed, will improve a higher education facility eligible for financing under the Act.

(b) The City is authorized by the Act to issue the Note to defray the costs of making a loan to the Borrower, the proceeds of which will be used to finance all or a portion of the costs of the Project and to pay certain costs associated with the sale of the Note and any other eligible costs, and to enter into a loan agreement (the "Loan

Agreement") with the Borrower requiring loan repayments from the Borrower in amounts and at times sufficient to pay the principal of, premium, if any, and interest on the Note when due and requiring the Borrower to pay or cause to be paid all expenses of the operation and maintenance of the Project, including, but without limitation, adequate insurance thereon and all assessments levied upon or with respect to the Project site and payable during the term of the Loan Agreement.

(c) PNC Equipment Finance, LLC (the "Purchaser") has agreed to purchase the Note.

(d) The loan repayments to be made by the Borrower under the Loan Agreement shall be established at a level and payable in installments at times sufficient to pay all principal of, premium, if any, and interest on the Note when due.

(e) The loan shall be secured by such security as the Purchaser and the Borrower shall agree.

(f) In authorizing the Project and the issuance of the Note, the City's purpose is, and the Council believes the effect thereof will be, to promote the general welfare of the City and its residents by encouraging and fostering the location of institutions of higher education and their continued viability within the City by making the Project more financially feasible because of tax-exempt financing, to encourage energy efficiencies at such institutions, to aid in economic development and to further the purposes and policies of the Act.

(g) The undertaking of the Project and the issuance of the Note to finance all or a portion of the costs thereof are in the public interest.

Section 3. Approval. The Council hereby approves the Project as a project eligible to be financed under the Act and the issuance of the Note in the maximum aggregate principal amount of $2,610,868 to finance all or a portion of the costs thereof and to pay certain costs associated with the sale of the Note and any other eligible costs. The Note shall mature over a term not to exceed 16 years and shall bear interest at a rate or rates allowable by law and contain such other terms and provisions as shall be agreed upon by the Council, the Borrower and the Purchaser. The Borrower shall, pursuant to the Loan Agreement, agree to acquire, construct and install the Project; to operate and maintain the Project and keep it properly insured; to pay all assessments, if any, on or against the Project; and to make loan payments sufficient to pay the principal of, premium, if any, and interest on the Note and all costs and expenses of the City, the Purchaser and an escrow agent in connection with the Project. There shall be a pledge and assignment of certain of the City's interests in the Loan Agreement.

Section 4. Documentation. Dorsey & Whitney LLP, as bond counsel, is authorized in cooperation with the City Attorney, the Borrower, the Purchaser and All American Investment Group, LLC, as placement agent, to prepare forms of the Loan Agreement, escrow agreement, the Note and any other documents necessary to provide for financing of the Project for review and approval of the final terms and conditions thereof by this Council.

Section 5. Costs. The Borrower will pay, or upon demand reimburse the City for payment of, any and all costs incurred by the City in connection with the Project and the issuance of the Note, whether or not the Project is carried to completion and whether or not the Note is issued, including without limitation, the City's initial fee and administrative fee.

Section 6. Commitment Conditional. The adoption of this resolution does not constitute a guarantee or a firm commitment that the City will issue the Note as requested by the Borrower. The City retains the right, in its sole discretion, to withdraw from participation and accordingly not issue the Note should the Council, at any time prior to the issuance thereof, determine that it is in the best interests of the City not to issue the Note or should the parties to the transaction be unable to reach agreement as to the terms and conditions of any of the documents for the transaction.

Adopted this 28th day of March, 2011.

CITY OF BILLINGS, MONTANA

_____
Mayor

Attest: _____
City Clerk

**Regular Item #: 6. B.**

**Regular City Council Meeting**

**Date: 03/28/2011**

**TITLE:** Resolution Approving the form and detail of the Rocky Mountain College Revenue Bonds

**PRESENTED BY:** Patrick M. Weber

**Department:** City Hall Administration

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**Information**

## PROBLEM/ISSUE STATEMENT

City council authorized the issuance of revenue bonds or notes for energy efficiency improvements on the Rocky Mountain College campus after a public hearing was held on March 28, 2011.

The attached resolution outlines the form and detail of the note.

## ALTERNATIVES ANALYZED

The Council may:

- Approve the resolution; or
- Not approve resolution.

## FINANCIAL IMPACT

The note is a special, limited obligation of the City payable solely from the payments to be made by the borrower under the loan agreement.

## RECOMMENDATION

Staff recommends that the City Council approve the attached resolution.

## APPROVED BY CITY ADMINISTRATOR

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**Attachments**

Resolution

Escrow agreement

Loan agreement

Prevailing wage

Assignment of loan agreement

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of a Resolution entitled: "RESOLUTION AUTHORIZING A PROJECT UNDER MONTANA CODE ANNOTATED, TITLE 90, CHAPTER 5, PART 1, AS AMENDED, AND THE ISSUANCE AND SALE OF A $2,610,868 HIGHER EDUCATION REVENUE NOTE (ROCKY MOUNTAIN COLLEGE ENERGY PERFORMANCE PROJECT), SERIES 2011, TO FINANCE THE SAME; APPROVING THE FORM OF DOCUMENTATION IN CONNECTION THEREWITH; AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE NOTE AND DOCUMENTATION (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a meeting on March 28, 2011, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

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

WITNESS my hand officially this _____ day of March, 2011.

_____
City Clerk

(SEAL)

RESOLUTION NO. _____

RESOLUTION AUTHORIZING A PROJECT UNDER MONTANA CODE ANNOTATED, TITLE 90, CHAPTER 5, PART 1, AS AMENDED, AND THE ISSUANCE AND SALE OF A $2,610,868 HIGHER EDUCATION REVENUE NOTE (ROCKY MOUNTAIN COLLEGE ENERGY PERFORMANCE PROJECT), SERIES 2011, TO FINANCE THE SAME; APPROVING THE FORM OF DOCUMENTATION IN CONNECTION THEREWITH; AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE NOTE AND DOCUMENTATION

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

Section 1. Authorization and Recitals.

1.01. General Authority. Pursuant to Montana Code Annotated, Title 90, Chapter 5, Part 1, as amended (the "Act"), the City is authorized to enter into agreements upon terms the Council considers appropriate, advantageous and not in conflict with the provisions of the Act to issue revenue bonds or notes of the City and sell such bonds or notes at public or private sale in such manner and at such times as may be determined by the Council to be most advantageous; and to loan the proceeds of its revenue bonds or notes for the purpose of defraying the cost of acquiring or improving real and personal properties required or useful for the operation of an institution of higher education. Such revenue bonds or notes may be secured by a pledge of the revenues to be derived by the City from a loan agreement, by a mortgage on the project and by such other security devices as the Council may deem advantageous. Under the provisions of the Act, any bonds or notes so issued by the City shall be special, limited obligations of the City and shall not constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers.

1.02. Proposed Project and Note. Rocky Mountain College, a Montana nonprofit corporation (the "Borrower") which is an institution of higher education within the State of Montana, has proposed that the City, pursuant to the Act, issue its Higher Education Revenue Note (Rocky Mountain College Energy Performance Project), Series 2011, in the maximum principal amount of $2,610,868 (the "Note"), the proceeds of which will be loaned by the City to the Borrower to finance all or a portion of the costs of acquisition, construction and installation of energy efficiency improvements to various buildings and facilities located on the Rocky Mountain College campus (the "Project"), and to pay certain costs associated with the sale of the Note and any other eligible costs. The campus of Rocky Mountain College is located at 1511 Poly Drive in Billings, Montana. PNC Equipment Finance, LLC of Columbus, Ohio (the "Lender"), has agreed to purchase the Note subject to the terms and conditions set forth in a commitment letter dated as of February 1, 2011 (the "Commitment Letter"). Pursuant to the proposal, the proceeds of the Note would be loaned to the Borrower pursuant to a Loan Agreement between the City and the Borrower (the "Loan Agreement"); the Borrower would agree to apply the proceeds to the payment of costs of the Project and to repay the loan at such times and in such amounts to provide for the prompt payment of the principal of, premium, if any, and interest on the Note; the Borrower would be obligated to pay all costs of acquiring,

constructing and installing the Project in excess of the proceeds of the Note available therefor; pursuant to an Escrow Agreement between the City, the Borrower the Lender (the "Escrow Agreement"), the Lender will disburse the proceeds of the Note to or on behalf of the Borrower; pursuant to an Assignment of Loan Agreement (the "Assignment"), the City will assign certain of its interests in the Loan Agreement to the Lender.

The Note is a special, limited obligation of the City payable solely from the payments to be made by the Borrower under the Loan Agreement pledged to the Lender and will not constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taking powers.

1.03. Offer to Purchase. The City and the Borrower have received an offer from the Lender to purchase the Note at par, no interest to accrue thereon to the date of delivery thereof. The Borrower has recommended to this Council that the offer be accepted.

1.04. Prior Approval and Public Hearing. This Council called a hearing on the Project and the issuance of $2,620,000 maximum principal amount Higher Education Revenue Note (Rocky Mountain College Energy Performance Project), Series 2011, as required by the Act. The hearing was duly noticed and held March 28, 2011, at which time all interested persons were given an opportunity to appear and be heard.

1.05. Documentation. Draft forms of the following documents relating to the Project and the Note have been prepared and submitted to this Council, and are hereby directed to be filed with the City Clerk:

(a) the form of the Note;

(b) the Loan Agreement;

(c) the Assignment;

(d) the Escrow Agreement; and

(e) the Employment Preference and Prevailing Wage Agreement to be entered into between the Borrower and the City (the "Employment Agreement"), implementing the requirements of Section 90-5-114 of the Act.

The form of the Note is attached to this Resolution as Exhibit A and hereby incorporated herein and made a part hereof.

Section 2. Findings.

It is hereby found, determined and declared that:

(a) The Project will improve a higher education facility eligible for financing under the Act.

(b) In authorizing the Project and the issuance of the Note, the City's purpose is, and the Council believes the effect thereof will be, to promote the general welfare of the City and its residents by encouraging and fostering the location of institutions of higher education and their continued viability within the City by making the Project more financially feasible because of tax-exempt financing, to encourage energy efficiencies at such institutions, to aid in economic development and to further the purposes and policies of the Act.

(c) The financing of the Project, the issuance and sale of the Note, the execution and delivery of the Loan Agreement, the Escrow Agreement, the Assignment and the Employment Agreement and all other acts and things required under the Constitution and laws of the State of Montana to make the Loan Agreement, the Escrow Agreement, the Assignment, the Employment Agreement and the Note valid and binding special, limited obligations of the City in accordance with their terms, are authorized by the Act.

(d) The undertaking of the Project and the issuance of the Note to finance all or a portion of the costs thereof are in the public interest.

(e) It is desirable that the Borrower be authorized, subject to the terms and conditions set forth in the Loan Agreement, which terms and conditions the City determines to be necessary, desirable and proper, to provide for the acquisition, construction and installation of the Project by such means as shall be available to the Borrower and in the manner determined by the Borrower, and with or without advertisement for bids as required for the construction and acquisition of municipal facilities.

(f) It is desirable that the Note be issued by the City upon the terms set forth in this Resolution, that the proceeds of the Note be loaned to the Borrower pursuant to the terms of the Loan Agreement, and that the City's interest in all loan repayments thereunder be assigned and pledged to the Lender as security for the payment of principal of, premium, if any, interest on and other amounts payable under the Note by the City.

(g) The loan repayments and other amounts to be paid by the Borrower under the Loan Agreement are sufficient (1) to pay the total principal of, premium, if any, and interest on the Note as it matures and (2) to pay all other costs and expenses of the City in connection with the Project and the issuance of the Note; and the Loan Agreement also provides that the Borrower is required to pay or cause to be paid all expenses of the operation and maintenance of the Project including, but without limitation, adequate insurance thereon and all assessments levied upon or with respect to the Project site and payable during the term of the Loan Agreement.

(h) Under the provisions of Montana Code Annotated Section 90-5-103 and as provided in the Loan Agreement and stated on the face of the Note, the Note is a special, limited obligation of the City payable solely from loan repayments to be made by the Borrower (except to the extent payable from proceeds of the Note) and does not

constitute a pecuniary liability of the City or a charge against its general credit or taxing powers.

Section 3. Authorization and Approval of the Project and Documents. The City is hereby authorized to issue the Note to finance all or a portion of the costs of the Project, to loan the proceeds of the Note to the Borrower and to assign and pledge the Loan Agreement, including the loan repayments thereunder, to the Lender all as provided in the Loan Agreement and the Assignment. The Project and the issuance of the Note to finance all or a portion of the cost thereof are hereby approved. The forms of the Note, Loan Agreement, Escrow Agreement, Assignment and Employment Agreement referred to in Section 1.05 are approved, subject to such modifications as are deemed appropriate and approved by the Mayor, Financial Services Manager and City Clerk, which approval shall be conclusively evidenced by execution of the Note, Loan Agreement, Escrow Agreement, Assignment and Employment Agreement by the Mayor and Financial Services Manager, with the City Clerk's attestation. The Note, Loan Agreement, Escrow Agreement, Assignment and Employment Agreement are authorized and directed to be executed and delivered in the name and on behalf of the City by the Mayor and Financial Services Manager, with the City Clerk's attestation. Copies of all of the documents shall be delivered, filed and recorded as provided therein.

Section 4. The Note: Terms, Sale and Execution.

4.01. Issuance. In anticipation of the collection of revenues of the Borrower, the City shall proceed forthwith to issue its Higher Education Revenue Note (Rocky Mountain College Energy Performance Project), Series 2011, in the maximum principal amount of $2,610,868, in substantially the form attached as Exhibit A, and upon the terms set forth in said form and this Resolution.

4.02. Terms. The Note shall be in the maximum principal amount of $2,610,868, shall bear interest as set forth in the Note and shall be dated as of its date of delivery to the Lender.

4.03. Prepayment. The principal of the Note shall be subject to prepayment at times and upon the terms and conditions set forth in the Note.

4.02. Registration of Transfer. The City will keep at the office of the Financial Services Manager a Note Register in which, subject to such reasonable regulations as it may prescribe, the City shall provide for the registration of transfers of ownership of the Note, as more fully prescribed in the Note. The Financial Services Manager is hereby appointed Note Registrar for this purpose.

4.03. Sale. The proposal of the Lender to purchase the Note at par is hereby found and determined to be reasonable and is hereby accepted. The Mayor, Financial Services Manager and City Clerk are hereby authorized and directed to prepare and execute the Note as prescribed herein and in the Note and to deliver it to the Lender, together with a certified copy of this Resolution, and such other certificates, documents and instruments as may be appropriate to effect the transaction herein contemplated.

4.04. Qualified Tax-Exempt Obligation. The City hereby designates and acknowledges and approves of the Borrower's designation of the Note as a "qualified tax-exempt obligation"

within the meaning of Section 265(b)(3)(G)(ii) of the Internal Revenue Code of 1986, as amended (the "Code"). The limitation set forth in Section 265(b)(3)(G)(i) of the Code is attributed to the Borrower.

Adopted this 28th day of March, 2011.

CITY OF BILLINGS, MONTANA

_____
Mayor

Attest: _____
City Clerk

EXHIBIT A

FORM OF NOTE

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

**CITY OF BILLINGS**

Higher Education Revenue Note
(Rocky Mountain College Energy Performance Project), Series 2011

No. R-1

| Interest Rate | Principal Amount | Maturity Date | Date of Original Issue |
|---|---|---|---|
| 5.193% | $2,610,868 | November 26, 2027 | March 31, 2011 |

**AS SET FORTH MORE PARTICULARLY BELOW, THIS NOTE IS NOT A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE CITY AND IT DOES NOT CONSTITUTE OR GIVE RISE TO PECUNIARY LIABILITY OF THE CITY.**

The CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA, a municipal corporation organized and existing under the Constitution and the laws of the State of Montana and its home rule charter (the "City"), for value received, hereby promises to pay to PNC EQUIPMENT FINANCE, LLC, a Delaware limited liability company (the "Holder"), or registered assigns, at its office in Columbus, Ohio, or such other place as the Holder may designate in writing, solely from the source and in the manner hereinafter provided, the principal sum of Two Million Six Hundred Ten Thousand Eight Hundred Sixty Eight Dollars ($2,610,868) in accordance with the terms and provisions of this Note. Such principal, premium and interest shall be payable in any coin or currency which at the time of payment is legal tender for the payment of public and private debts in the United States of America.

Principal and interest on this Note are payable on February 26, May 26, August 26 and November 26 of each year (each, a "Payment Date") commencing February 26, 2012 until and including the Final Maturity Date, unless earlier repaid, in the amounts set forth in Schedule 1 hereto, such schedule being incorporated herein by reference as if set forth herein. The entire outstanding principal balance and interest, if not sooner paid, shall be paid in full on the Maturity Date set forth above.

In the event that the interest on this Note shall become includable in gross income for purposes of federal income taxation pursuant to a Determination of Taxability, the interest rate specified above shall be increased, retroactively effective from and after the Date of Taxability to an annual interest rate equal to the Taxable Rate. The City shall, solely from payments required to be made by the Borrower, (a) immediately upon demand pay to the Holder and to each prior Holder since the Date of Taxability an amount equal to the amount by which the interest accrued retroactively at the Taxable Rate from the Date of Taxability to the date of payment exceeds the amount of interest actually accrued hereunder at the interest rate specified above and paid to the Holder and any such prior Holder during said period, and (b)

thereafter pay to the Holder payments of principal and interest on subsequent Payment Dates in amounts computed at the Taxable Rate. Such obligation shall survive the payment in full of the principal amount of this Note. After a Determination of Taxability, Schedule 1 attached hereto shall be adjusted to reflect interest payments at the Taxable Rate.

If any installment of principal of or interest on this Note is not paid by the close of business on the 15th calendar day after the date such installment was due, the Borrower shall pay to the Holder a late charge equal to 5% of the overdue payment. A late charge shall be payable only once on each late payment. Borrower and Holder agree that the late charge is intended to reimburse Holder for the additional expense included in processing delinquent payments and not as a penalty. The imposition or collection of a late charge is in addition to and not in lieu of any other rights or remedies Holder may have as a result of late payment.

All payments of principal and interest shall be applied first to interest due on the outstanding principal amount hereof and thereafter in reduction of the principal amount hereof. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months. If any Payment Date is not a Business Day, such payment shall be payable on the next succeeding Business Day.

This Note is subject to prepayment, in whole, at the option of the Borrower, on any Payment Date, upon at least 30 days prior written notice to the Holder (or such shorter period of time as may be agreed upon by Holder), at a prepayment price equal to 102% of the principal amount to be prepaid plus accrued and unpaid interest hereon to the date of prepayment; provided that no prepayment penalty shall be due and owing upon any prepayment pursuant to Article II of the Escrow Agreement. Any partial prepayment shall be applied in inverse order of principal installments payable hereunder, and no partial prepayment shall postpone, defer or otherwise reduce the amount of the quarterly installments due hereunder.

Capitalized terms used herein but not otherwise defined shall have the meanings assigned to them in the Loan Agreement. As used herein, the following terms have the following meanings:

"Borrower" means Rocky Mountain College, a Montana nonprofit corporation, or any qualified successor or assign under the Loan Agreement.

"Business Day" means any day other than a Saturday or Sunday or other day on which commercial banks in the city in which the principal office of the Lender is located are not open for business.

"Date of Taxability" shall have the meaning ascribed to it in the Loan Agreement.

"Determination of Taxability" shall have the meaning ascribed to it in the Loan Agreement.

"Escrow Agreement" means the Escrow Agreement of even date herewith, between the Borrower, the City, the Lender and U.S. Bank National Association, as escrow agent, as the same may be amended or supplemented from time to time in accordance with the terms thereof.

"Loan Agreement" means the Loan Agreement, of even date herewith, between the City and the Borrower, as the same may be amended or supplemented from time to time in accordance with the terms thereof.

"Note" means this Higher Education Revenue Note (Rocky Mountain College Energy Performance Project), Series 2011, in the maximum aggregate principal amount of $2,610,868.

"Payment Date" means a date on which a payment of principal or interest or both is due under this Note.

"Taxable Rate" means an annual rate of interest equal to 8.0%.

This Note constitutes an issue in the maximum authorized face amount of $2,610,868. This Note is issued by the City pursuant to the authority granted by Montana Code Annotated, Title 90, Chapter 5, Part 1, as amended (the "Act"), for the purpose of financing all or a portion of the costs of acquisition, construction and installation of energy efficiency improvements to various buildings and facilities located on the Rocky Mountain College campus (the "Project"), located at 1511 Poly Drive in Billings, Montana, and to pay certain costs associated with the sale of the Note and any other eligible costs, such funds to be loaned by the City to the Borrower pursuant to the Loan Agreement and advanced pursuant to the Escrow Agreement, thereby assisting activities in the public interest and for the public welfare of the City and the State of Montana. All of the agreements, conditions, covenants, provisions, and stipulations contained in the Loan Agreement, Escrow Agreement, Assignment and resolutions of the City relating to this Note and the Project are hereby made a part hereof to the same extent and with the same force as of they were set forth fully herein.

This Note shall be registered and shall be transferable upon the books of the City at the office of the Financial Services Manager, City of Billings, Montana, by the Holder hereof in person or by its attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Finance Services Manager, duly executed by the Holder or its duly authorized attorney. Upon such transfer, the Finance Services Manager will note the date of registration and the name and address of the new Holder upon the books of the City and in the registration blank appearing below. Alternatively, the City will, at the request and expense of the Holder, issue a new Note in an aggregate principal amount equal to the unpaid principal balance of this Note, and of like tenor except as to the principal amount and the number and amount of the installments payable thereunder, and registered in the name of the Holder or such transferee as may be designated by the Holder. The City may deem and treat the person in whose name this Note is last registered upon the books of the City with such registration also noted on this Note, as the absolute owner hereof, whether or not this Note is overdue, for the purpose of receiving payment of or on account of the principal, premium, if any, interest or late fees and for all other purposes, and all such payments so made to the Holder or upon its order shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid, and the City shall not be affected by any notice to the contrary.

Time is of the essence under this Note. Failure to make any payment under this Note within 15 days after the date on which such payment is due shall constitute an event of default under this Note (an "Event of Default"). An Event of Default shall also include any event of default under the Loan Agreement or the Escrow Agreement or any other event that entitles the Holder to accelerate payment under the Loan Agreement. Upon the occurrence of an Event of Default, the Holder may at its right and option (subject, however, to such notice as may be required under the Loan Agreement) enforce any right conferred upon Holder under this Note or the Loan Agreement and pursue any other right or remedy allowed by law or equity. Without limitation of the foregoing, upon the occurrence of an Event of Default, the Holder may at its right and option (subject, however, to such notice as may be required under the Loan Agreement) declare immediately due and payable the principal balance of this Note and interest accrued hereon, together with any reasonable attorneys' fees incurred by the Holder in collecting or enforcing payment hereof, whether suit be brought or not, and all other sums due hereunder or under the Loan Agreement, anything to the contrary herein or therein notwithstanding, and payment hereunder or thereunder may be enforced and recovered in whole or in part, at any time, by one or more of the remedies provided in this Note or the Loan Agreement.

**THIS NOTE IS NOT A GENERAL OBLIGATION OF THE CITY, BUT RATHER A SPECIAL, LIMITED OBLIGATION OF THE CITY AND SHALL NOT BE PAYABLE FROM NOR CHARGED UPON ANY FUNDS OF THE CITY OTHER THAN PAYMENTS TO BE MADE BY THE BORROWER UNDER THE LOAN AGREEMENT PLEDGED TO THE PAYMENT HEREOF, NOR SHALL THE CITY BE SUBJECT TO ANY LIABILITY HEREON. NO HOLDER OF THIS NOTE SHALL EVER HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE CITY TO PAY THIS NOTE OR THE INTEREST OR ANY LATE CHARGES HEREON, NOR TO ENFORCE PAYMENT HEREOF AGAINST ANY PROPERTY OF THE CITY EXCEPT PAYMENTS TO BE MADE BY THE BORROWER UNDER THE LOAN AGREEMENT PLEDGED TO THE PAYMENT HEREOF. THIS NOTE SHALL NOT CONSTITUTE A CHARGE, LIEN, OR ENCUMBRANCE, LEGAL OR EQUITABLE, AGAINST THE GENERAL CREDIT OF THE CITY OR UPON ANY PROPERTY OF THE CITY, EXCEPT THE PAYMENTS TO BE MADE BY THE BORROWER UNDER THE LOAN AGREEMENT PLEDGED TO THE PAYMENT HEREOF. THIS NOTE, INCLUDING INTEREST, PREMIUM, IF ANY, AND LATE CHARGES, IF ANY, HEREON IS PAYABLE SOLELY FROM THE PAYMENTS TO BE MADE BY THE BORROWER UNDER THE LOAN AGREEMENT PLEDGED TO THE PAYMENT HEREOF. THIS NOTE SHALL NOT CONSTITUTE A DEBT OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION. NEITHER THE STATE OF MONTANA OR ANY OTHER POLITICAL SUBDIVISION SHALL IN ANY EVENT BE LIABLE FOR THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, INTEREST OR LATE CHARGES ON THIS NOTE OR FOR THE PERFORMANCE OF ANY AGREEMENT OF ANY KIND WHATSOEVER THAT MAY BE UNDERTAKEN BY THE CITY. NEITHER THIS NOTE NOR ANY OF THE AGREEMENTS OR OBLIGATIONS OF THE CITY CONTAINED HEREIN OR IN THE LOAN AGREEMENT, THE ESCROW AGREEMENT OR ASSIGNMENT SHALL BE CONSTRUED TO CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISIONS WHATSOEVER, NOR TO CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OR BE A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY. NO FAILURE OF THE CITY OR ANY PARTY TO COMPLY WITH ANY TERM, CONDITION, COVENANT OR AGREEMENT IN THIS NOTE, THE LOAN AGREEMENT, THE ESCROW AGREEMENT OR THE ASSIGNMENT SHALL SUBJECT THE CITY TO LIABILITY FOR ANY CLAIM FOR DAMAGES, COSTS OR OTHER FINANCIAL OR PECUNIARY CHARGE, AND NO EXECUTION ON ANY CLAIM, DEMAND, CAUSE OF ACTION OR JUDGMENT SHALL BE LEVIED UPON OR COLLECTED FROM THE GENERAL CREDIT, GENERAL FUNDS OR TAXING POWERS OF THE CITY.**

The Holder shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Holder and then only to the extent specifically set forth in the writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event.

It is intended that this Note is made with reference to and shall be construed as a Montana contract and governed by the laws of the State of Montana, without giving effect to the conflicts-of-law principles thereof.

This Note may not be amended, modified or changed nor shall any waiver of any provision hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought. No material modification of the terms and conditions of this Note shall be effective without the written consent of the City.

If any term of this Note, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Note, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Note shall be valid and enforceable to the fullest extent permitted by law.

The City hereby designates, and acknowledges and approves of the Borrower's designation of, the Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3)(G)(ii) of the Internal Revenue Code of 1986, as amended (the "Code"). The limitation set forth in Section 265(b)(3)(G)(i) of the Code is attributed to the Borrower.

IT IS HEREBY CERTIFIED AND RECITED that all conditions, acts and things required to exist, happen, and be performed precedent to or in the issuance of this Note do exist, have happened and have been performed in regular and due time, form and manner as required by law.

IN WITNESS WHEREOF, the City has caused this Note to be duly executed by its duly authorized officers and its official seal affixed all as of this 31st day of March, 2011.

CITY OF BILLINGS, MONTANA

By _____
Mayor

By _____
Financial Services Manager

Attest: _____
City Clerk

(SEAL)

REGISTRATION AND TRANSFER

This Note shall be fully registered as to both principal and interest. No transfer of this Note shall be valid unless and until (1) the registered holder of this Note, or his duly authorized attorney or legal representative, executes the form of assignment appearing on this Note, and (2) the Financial Services Manager, as Registrar, has duly noted the transfer on this Note and recorded the transfer on the Registrar's registration books. The City shall be entitled to deem and treat the person in whose name this Note is registered as absolute owner thereof for all purposes, notwithstanding any notice to the contrary. Payments on account of this Note shall be made only to the order of the registered holder thereof, and all such payments shall be valid and effectual to satisfy and discharge liability upon this Note to the extent of the sum or sums so paid.

REGISTER

The ownership of the unpaid principal balance of this Note and the interest accruing thereon is registered on the books of the City of Billings, Montana in the name of the registered holder appearing on the first page hereof or as last noted below:

| Date of Registration | Name and Address of Registered Holder | Signature of Financial Services Manager |
|---|---|---|
| March 31, 2011 | PNC Equipment Finance, LLC<br>155 East Broad Street<br>B4-B230-05-7<br>Columbus, Ohio 43215 | |

THE FOLLOWING ENTRIES ARE TO BE MADE ONLY BY THE REGISTRAR UPON REGISTRATION OF EACH TRANSFER

The Financial Services Manager of the City, acting as Registrar, has transferred, on the books of the City, on the date last noted below, ownership of the principal amount of and the accrued interest on this Note to the new registered holder noted next to such date, except for amounts of principal and interest theretofore paid.

| Date of Transfer | Name of New Registered Holder | Signature of Registrar |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

FORM OF ASSIGNMENT

For value received, this Note is hereby transferred and assigned by the undersigned holder, without recourse, to _____ on this _____ day of _____, _____.

By:_____
(Authorized Signature)

For:_____
(Holder)

**SCHEDULE 1**

| Payment Number | Payment Date | Payment Amount | Interest Amount | Principal Amount | Purchase Option Price * |
|---|---|---|---|---|---|
| 1 | 2/26/2012 | 73,810.00 | 124,937.32 | 51,127.32- | 2,715,235.23 |
| 2 | 5/26/2012 | 73,810.00 | 34,559.88 | 39,250.12 | 2,675,200.10 |
| 3 | 8/26/2012 | 73,810.00 | 34,050.31 | 39,759.69 | 2,634,645.22 |
| 4 | 11/26/2012 | 73,810.00 | 33,534.12 | 40,275.88 | 2,593,563.82 |
| 5 | 2/26/2013 | 46,405.00 | 33,011.23 | 13,393.77 | 2,579,902.18 |
| 6 | 5/26/2013 | 46,405.00 | 32,837.35 | 13,567.65 | 2,566,063.17 |
| 7 | 8/26/2013 | 46,405.00 | 32,661.20 | 13,743.80 | 2,552,044.50 |
| 8 | 11/26/2013 | 46,405.00 | 32,482.77 | 13,922.23 | 2,537,843.82 |
| 9 | 2/26/2014 | 48,260.00 | 32,302.02 | 15,957.98 | 2,521,566.68 |
| 10 | 5/26/2014 | 48,260.00 | 32,094.84 | 16,165.16 | 2,505,078.22 |
| 11 | 8/26/2014 | 48,260.00 | 31,884.98 | 16,375.02 | 2,488,375.70 |
| 12 | 11/26/2014 | 48,260.00 | 31,672.39 | 16,587.61 | 2,471,456.34 |
| 13 | 2/26/2015 | 50,194.00 | 31,457.03 | 18,736.97 | 2,452,344.63 |
| 14 | 5/26/2015 | 50,194.00 | 31,213.78 | 18,980.22 | 2,432,984.80 |
| 15 | 8/26/2015 | 50,194.00 | 30,967.36 | 19,226.64 | 2,413,373.63 |
| 16 | 11/26/2015 | 50,194.00 | 30,717.75 | 19,476.25 | 2,393,507.86 |
| 17 | 2/26/2016 | 52,199.00 | 30,464.89 | 21,734.11 | 2,371,339.06 |
| 18 | 5/26/2016 | 52,199.00 | 30,182.73 | 22,016.27 | 2,348,882.47 |
| 19 | 8/26/2016 | 52,199.00 | 29,896.90 | 22,302.10 | 2,326,134.33 |
| 20 | 11/26/2016 | 52,199.00 | 29,607.35 | 22,591.65 | 2,303,090.84 |
| 21 | 2/26/2017 | 56,419.00 | 29,314.05 | 27,104.95 | 2,275,443.80 |
| 22 | 5/26/2017 | 56,419.00 | 28,962.16 | 27,456.84 | 2,247,437.82 |
| 23 | 8/26/2017 | 56,419.00 | 28,605.69 | 27,813.31 | 2,219,068.24 |
| 24 | 11/26/2017 | 56,419.00 | 28,244.60 | 28,174.40 | 2,190,330.35 |
| 25 | 2/26/2018 | 58,675.00 | 27,878.82 | 30,796.18 | 2,158,918.25 |
| 26 | 5/26/2018 | 58,675.00 | 27,479.01 | 31,195.99 | 2,127,098.34 |
| 27 | 8/26/2018 | 58,675.00 | 27,074.00 | 31,601.00 | 2,094,865.32 |
| 28 | 11/26/2018 | 58,675.00 | 26,663.73 | 32,011.27 | 2,062,213.83 |
| 29 | 2/26/2019 | 61,000.00 | 26,248.14 | 34,751.86 | 2,026,766.93 |
| 30 | 5/26/2019 | 61,000.00 | 25,796.97 | 35,203.03 | 1,990,859.84 |
| 31 | 8/26/2019 | 61,000.00 | 25,339.94 | 35,660.06 | 1,954,486.58 |
| 32 | 11/26/2019 | 61,000.00 | 24,876.97 | 36,123.03 | 1,917,641.09 |
| 33 | 2/26/2020 | 63,460.00 | 24,408.00 | 39,052.00 | 1,877,808.05 |
| 34 | 5/26/2020 | 63,460.00 | 23,901.00 | 39,559.00 | 1,837,457.87 |
| 35 | 8/26/2020 | 63,460.00 | 23,387.41 | 40,072.59 | 1,796,583.82 |
| 36 | 11/26/2020 | 63,460.00 | 22,867.16 | 40,592.84 | 1,755,179.13 |
| 37 | 2/26/2021 | 66,000.00 | 22,340.16 | 43,659.84 | 1,710,646.09 |
| 38 | 5/26/2021 | 66,000.00 | 21,773.34 | 44,226.66 | 1,665,534.90 |
| 39 | 8/26/2021 | 66,000.00 | 21,199.16 | 44,800.84 | 1,619,838.04 |
| 40 | 11/26/2021 | 66,000.00 | 20,617.52 | 45,382.48 | 1,573,547.91 |
| 41 | 2/26/2022 | 68,639.00 | 20,028.33 | 48,610.67 | 1,523,965.03 |
| 42 | 5/26/2022 | 68,639.00 | 19,397.23 | 49,241.77 | 1,473,738.42 |
| 43 | 8/26/2022 | 68,639.00 | 18,757.94 | 49,881.06 | 1,422,859.74 |
| 44 | 11/26/2022 | 68,639.00 | 18,110.35 | 50,528.65 | 1,371,320.52 |
| 45 | 2/26/2023 | 71,389.00 | 17,454.35 | 53,934.65 | 1,316,307.17 |
| 46 | 5/26/2023 | 71,389.00 | 16,754.14 | 54,634.86 | 1,260,579.62 |

| | | | | | |
|---|---|---|---|---|---|
| 47 | 8/26/2023 | 71,389.00 | 16,044.83 | 55,344.17 | 1,204,128.56 |
| 48 | 11/26/2023 | 71,389.00 | 15,326.31 | 56,062.69 | 1,146,944.62 |
| 49 | 2/26/2024 | 74,240.00 | 14,598.47 | 59,641.53 | 1,086,110.26 |
| 50 | 5/26/2024 | 74,240.00 | 13,824.16 | 60,415.84 | 1,024,486.10 |
| 51 | 8/26/2024 | 74,240.00 | 13,039.80 | 61,200.20 | 962,061.90 |
| 52 | 11/26/2024 | 74,240.00 | 12,245.25 | 61,994.75 | 898,827.25 |
| 53 | 2/26/2025 | 77,210.00 | 11,440.40 | 65,769.60 | 831,742.26 |
| 54 | 5/26/2025 | 77,210.00 | 10,586.53 | 66,623.47 | 763,786.32 |
| 55 | 8/26/2025 | 77,210.00 | 9,721.58 | 67,488.42 | 694,948.13 |
| 56 | 11/26/2025 | 77,210.00 | 8,845.39 | 68,364.61 | 625,216.23 |
| 57 | 2/26/2026 | 80,300.00 | 7,957.84 | 72,342.16 | 551,427.23 |
| 58 | 5/26/2026 | 80,300.00 | 7,018.64 | 73,281.36 | 476,680.24 |
| 59 | 8/26/2026 | 80,300.00 | 6,067.25 | 74,232.75 | 400,962.84 |
| 60 | 11/26/2026 | 80,300.00 | 5,103.51 | 75,196.49 | 324,262.42 |
| 61 | 2/26/2027 | 82,072.26 | 4,127.26 | 77,945.00 | 244,758.52 |
| 62 | 5/26/2027 | 82,072.26 | 3,115.32 | 78,956.94 | 164,222.44 |
| 63 | 8/26/2027 | 82,072.26 | 2,090.25 | 79,982.01 | 82,640.79 |
| 64 | 11/26/2027 | 82,072.26 | 1,051.88 | 81,020.38 | 0.00 |
| Grand Totals | | 4,121,089.04 | 1,510,221.04 | 2,610,868.00 | |

Last interest amount increased by 0.02 due to rounding.

# ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement"), made and entered into as of March 31, 2011, and effective from the date of its execution and delivery among the parties, is by and among THE CITY OF BILLINGS, MONTANA, a municipal corporation organized and existing under the Constitution and laws of the State of Montana and its home rule charter (the "City"), ROCKY MOUNTAIN COLLEGE, a Montana nonprofit corporation (the "Borrower"), PNC EQUIPMENT FINANCE, LLC, an Delaware limited liability company (the "Lender"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Escrow Agent").

## RECITALS

The City has issued and sold to the Lender its Higher Education Revenue Note (Rocky Mountain College Energy Performance Project), Series 2011, of even date herewith (the "Note"), in the principal amount of $2,610,868.

The City has entered into a Loan Agreement (the "Loan Agreement") with the Borrower, of even date herewith, whereby the City will make a loan of the proceeds of the Note to the Borrower to finance all or a portion of the costs of acquisition, construction and installation of energy efficiency improvements to various buildings and facilities located on the Rocky Mountain College campus, and to pay certain costs associated with the sale of the Note and any other eligible costs, and the Borrower will repay said loan upon the terms set forth therein.

Simultaneously with the execution and delivery of the Loan Agreement, the City executed and delivered an Assignment of Agreement, of even date herewith, pursuant to which the City assigned and granted a security interest to the Lender in the City's entire interest in the Loan Agreement (except as provided therein).

In consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

## ARTICLE I

## DEFINITIONS; REPRESENTATIONS

Section 1.01. Terms used in this Agreement but not defined herein shall have the respective meanings given to them in the Loan Agreement. Any reference to a particular Article, Section or Exhibit shall be to such Article, Section or Exhibit of this Agreement unless the context shall otherwise require. In all other respects, the rules set forth in Section 1.02 of the Loan Agreement shall apply to the construction of this Agreement.

Section 1.02. Each of the parties represents to the other parties hereto that it has authority to enter into this Agreement, and has taken all actions necessary to authorize the execution of this Agreement by the officers whose signatures are affixed hereto.

ARTICLE II

ESCROW FUND

Section 2.01. The Escrow Agent shall establish a special escrow fund designated "Escrow Fund—Rocky Mountain College Financing" (the "Escrow Fund"), shall keep the Escrow Fund separate and apart from all other funds and moneys held by it and shall administer the Escrow Fund as provided in this Agreement.

Section 2.02. (a) Pursuant to the Loan Agreement, the Lender is depositing or causing to be deposited with the Escrow Agent, the sum of $2,610,868, to be credited to the Escrow Fund and applied to the payment of the Acquisition and Construction Costs and the Loan and Carrying Charges (each, as defined in the Loan Agreement) in accordance with this Agreement. The Escrow Agent hereby acknowledges receipt of such amount from the City and shall deposit such amount in the Escrow Fund.

(b) The Escrow Agent shall disburse moneys from the Escrow Fund to pay the Acquisition and Construction Costs set forth on Schedule 1 to the Loan Agreement (the "Schedule") upon receipt of an Acquisition and Construction Costs Payment Request Form substantially in the form attached hereto as Exhibit A and shall disburse moneys from the Escrow Fund to pay the Loan and Carrying Charges upon receipt of a Loan and Carrying Charges Payment Request Form substantially in the form attached hereto as Exhibit B (such forms, the "Payment Request Forms"). The Payment Request Forms shall be executed by Authorized Officers (as hereinafter defined) of the Lender and the Borrower. Each submission of a Payment Request Form by or on behalf of the Borrower shall constitute a representation, warranty and covenant by the Borrower that such Payment Request Form is complete, contains all required supporting documents, and has been duly executed by an Authorized Officer of the Borrower. The Escrow Agent's sole responsibility with respect to a Payment Request Form is to verify that it bears a signature of the Authorized Officer of the Lender and the Borrower. Upon receipt of a Payment Request Form with respect to Acquisition and Construction Costs or Loan and Carrying Charges, an amount equal thereto as shown therein shall be paid directly to the person or entity entitled to payment as specified therein. The Escrow Agent is hereby directed to disburse a maximum of $52,000 from the Escrow Fund to pay Loan and Carrying Charges. "Authorized Officers" means, with respect to the Lender, [_____], and with respect to the Borrower, [_____].

Section 2.03. Upon receipt by the City, the Borrower and the Escrow Agent of written direction from the Lender, on or after [December 31, 2012], the Escrow Agent shall pay to the Lender the entire remaining balance on deposit in the Escrow Fund, less the amount equal to all Acquisition and Construction Costs and Loan and Carrying Charges for which the Escrow Agent has received a fully and properly completed Payment Request Form and which have not been paid. The amount so paid to the Lender shall be applied to the prepayment of the Loan Repayments in accordance with the Loan Agreement.

Section 2.04. Upon receipt of written notice from the Lender or the City that an Event of Default has occurred under the Loan Agreement or that the Borrower has determined not to

complete the Project, the Escrow Agent shall pay to the Lender the entire remaining balance on deposit in the Escrow Fund, less the amount equal to all Acquisition and Construction Costs and Loan and Carrying Charges for which the Escrow Agent has received a fully and properly completed Payment Request Form and which have not been paid. The amount so paid to the Lender shall be applied to the prepayment of the Loan Repayments in accordance with the Loan Agreement.

Section 2.05. The Escrow Agent shall only be responsible for the safekeeping and investment of the moneys held in the Escrow Fund, and the disbursement thereof in accordance with this Article II, and shall not be responsible for the authenticity or accuracy of the certifications or documents provided hereunder, the application of amounts paid pursuant to such certifications by the persons or entities to which they are paid, or the sufficiency of the moneys credited to the Escrow Fund to make the payments herein required. The Escrow Agent shall not have any obligation to make payments hereunder from any source other than the Escrow Fund.

## ARTICLE III

## MONEYS IN ESCROW FUND; INVESTMENT

Section 3.01. The moneys and investments held by the Escrow Agent under this Agreement shall be held in trust for the benefit of the Borrower, the City and the Lender, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of the Borrower, the City or the Lender.

The Lender, the City and the Borrower intend that the Escrow Fund constitute an escrow account in which the Borrower has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein and in the Loan Agreement for the disbursement of funds by the Escrow Agent therefrom. However, if the Borrower shall be determined to have any legal or equitable right, title or interest in the Escrow Fund in any legal proceeding, then the Borrower hereby pledges and assigns to the Lender, and grants to the Lender a security interest in, the Escrow Fund to secure payment of all sums due to the Lender under the Loan Agreement. For such purpose, the Escrow Agent hereby agrees to act as agent for the Lender in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the Escrow Fund, the Lender's interest therein.

Section 3.02. Moneys held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent upon the written order of the Borrower so long as no Event of Default has occurred under the Loan Agreement and thereafter by the Lender only in Qualified Investments (as hereinafter defined). Such investments shall be registered in the name of the Escrow Agent and held by the Escrow Agent for the benefit of the Lender, the City and the Borrower. With the approval of the Borrower, the Escrow Agent may purchase from or sell to itself or any affiliate, as principal or agent, investments authorized by this Agreement. Such investments and reinvestments shall be made giving full consideration for the time at which funds are required to be available.

As used herein, "Qualified Investments" means any of the following obligations or securities, to the extent permitted by law: (i) U.S. Government Obligations, (ii) certificates of deposit issued by, or bankers' acceptances of, or time deposits with, any bank, trust company or national banking association incorporated, having a branch in or doing business under the laws of the United States of America or one of the states thereof having combined capital and surplus and retained earnings of at least $100,000,000, (iii) commercial paper of any holding company of a bank, trust company or national banking association described in (ii), (iv) commercial paper of companies incorporated or doing business under the laws of the United States of America or one of the states thereof and in each case having a rating assigned to such commercial paper by Moody's Investors Service, Fitch Inc. or Standard & Poor's, a division of The McGraw Hill Companies, and their successors and assigns (each, a "Rating Agency"), equal to the highest rating assigned by such Rating Agency, (v) U.S. dollar-denominated certificates of deposits issued by, or time deposits with, the European subsidiaries of any bank, trust company or national banking association incorporated or doing business under the laws of the United States of America or one of the states thereof having combined capital and surplus and retained earnings of at least $100,000,000 and in each case having a rating assigned to its senior debt securities by a Rating Agency equal to an investment grade rating assigned by such organization, (vi) repurchase agreements with any bank, broker, dealer or other financial institution having combined capital and surplus and retained earnings of at least $50,000,000 secured by any of the obligations described in clauses (i) through (v) above, (vii) money market funds registered as investment companies under the federal Investment Company Act of 1940, as amended, whose investment policies include seeking to maintain a constant share price and which invest exclusively in the investments or securities referred to in (i) through (v) above, or (viii) any other investment permitted by the Lender.

Section 3.03. Income earned, profits realized and losses suffered on any investment of the Escrow Fund shall be credited or charged, as the case may be, to the Escrow Fund.

Section 3.04. The Escrow Agent shall furnish to the Borrower and the Lender monthly statements setting forth (a) amounts withdrawn from and deposited in the Escrow Fund during the period for which such statement is prepared, (b) the balance on deposit in the Escrow Fund at the end of each period for which such statement is prepared, (c) the interest on investments on deposit in the Escrow Fund during the period for which such statement is prepared and (d) a brief description of all obligations held as investments in the Escrow Fund. The Escrow Agent shall furnish to the City statements described above upon request.

None of the Lender, the City or the Escrow Agent shall be responsible or liable for any loss suffered in connection with any investment of moneys made by the Escrow Agent in accordance with this Agreement. In the event funds in the Escrow Fund are insufficient to pay the Acquisition and Construction Costs and Loan and Carrying Charges, the Borrower shall pay any Acquisition and Construction Costs and Loan and Carrying Charges, as the case may be, in excess of the amount held in the Escrow Fund.

## ARTICLE IV

## ESCROW AGENT'S AUTHORITY; INDEMNIFICATION

Section 4.01. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument and may assume that any Authorized Officer purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any Authorized Officer executing the same; and its duties hereunder shall be limited to those specifically provided herein. Without limiting the generality of the foregoing, the Escrow Agent shall have no liability or obligation to the Lender, the City, the Borrower or any person claiming by or through any of them: (i) to review or examine the Loan Agreement or any instrument, agreement or document other than this Agreement and any notice provided for in this Agreement; (ii) to evaluate or determine the validity, legality or veracity of any action or omission by any person other than the Escrow Agent; (iii) for any action or omission of any third party, including the Lender, the City or the Borrower or any federal or state banking regulator; and (iv) for incidental, indirect, consequential or punitive damages in any event.

Section 4.02. Unless the Escrow Agent is guilty of negligence or reckless misconduct with regard to its duties hereunder, the Borrower hereby agrees to indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as the Escrow Agent under this Agreement.

Section 4.03. If the Borrower, the City or the Lender shall be in disagreement about the interpretation of the Loan Agreement or this Agreement, about the rights and obligations of the Escrow Agent hereunder or about the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Escrow Agent shall be indemnified by the Borrower for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Agreement until a final judgment in such action is received.

Section 4.04. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall not be liable for any mistakes of fact or errors of judgment or for any acts or omissions of any kind unless caused by its negligence or reckless misconduct.

## ARTICLE V

## ESCROW AGENT'S COMPENSATION

The Borrower hereby agrees to pay the Escrow Agent $[_____] (the "Escrow Fee") as compensation for the services to be rendered hereunder, and will pay and/or reimburse the Escrow Agent upon request for all expenses, disbursements and advances, including reasonable attorneys' fees, incurred or made by it in connection with carrying out its duties hereunder. The Escrow Fee shall be payable upon execution of this Escrow Agreement.

## ARTICLE VI

## RESIGNATION OR REMOVAL OF ESCROW AGENT

Section 6.01. The Lender may remove the Escrow Agent at any time by notice to the Escrow Agent, the Borrower and the City.

Section 6.02. The Escrow Agent or any successor may at any time resign upon 30 days written notice to the City, the Borrower and the Lender, which resignation shall take effect upon the appointment of a successor to the Escrow Agent.

Section 6.03. Upon the resignation or removal of the Escrow Agent or any successor, the Lender shall appoint a successor Escrow Agent, which shall be a commercial bank, trust company or national banking association qualified as a depository of public funds. Upon any such appointment, the Escrow Agent agrees to assign to such successor its rights under this Agreement.

## ARTICLE VII

## ADMINISTRATIVE PROVISIONS

Section 7.01. The Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Agreement, which shall be available for inspection by the Borrower, the City or the Lender, or the agent of any of them, at any time during regular business hours.

Section 7.02. All notices, certificates, requests, demands and other communications provided for hereunder shall be in writing and shall be (a) personally delivered or (b) sent by registered or certified mail, postage prepaid to the appropriate notice address set forth below or at such other address as any party hereto may have furnished to the other parties in writing by registered mail return receipt requested:

| | |
|---|---|
| If to the City: | City of Billings, Montana<br>210 North 27th Street<br>Billings, Montana 59103<br>Attention: Financial Services Manager<br>Fax: (406) 247-8608 |
| If to the Borrower: | Rocky Mountain College<br>1511 Poly Drive<br>Billings, Montana 59102<br>Attn: Chief Financial Officer<br>Tel: (406) 657-1022<br>Fax: (406) 238-7352 |
| If to the Lender: | PNC Equipment Finance, LLC<br>155 East Broad Street, B4-B230-05-7<br>Columbus, Ohio 43215<br>Attention: Sandra Thomas<br>Tel: (614) 463-6578<br>Fax: (614) 463-6570 |
| If to the Escrow Agent: | U.S. Bank National Association<br>10 West Broad Street, 12th Floor<br>Columbus, Ohio 43215<br>Attention: Scott Miller, Vice President<br>Tel: (614) 849-3402<br>Fax: (614) 232-8109 |

All such notices, requests, demands and other communications shall be deemed to have been given on the date received.

Section 7.03. This Escrow Agreement, together with the Exhibits hereto, constitutes the entire agreement of the parties relative to the Escrow Fund.

Section 7.04. Any provisions of this Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Agreement.

Section 7.05. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Section 7.06. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

Section 7.07. This Agreement shall terminate upon disbursement by the Escrow Agent of all moneys held by it hereunder.

Section 7.08. The terms of this Agreement may not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the parties hereto. Any such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

Section 7.09. This Agreement shall be governed exclusively by and construed in accordance with the internal laws of the State of Montana applicable to contracts to be wholly performed therein.

*[Remainder of page intentionally blank]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ROCKY MOUNTAIN COLLEGE

_____
Name: Carol Jensen
Title: Chief Financial Officer

PNC EQUIPMENT FINANCE, LLC

_____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION

_____
Name:
Title:

CITY OF BILLINGS, MONTANA

By _____
Mayor

By _____
Financial Services Manager

Attest: _____
City Clerk

(SEAL)

**EXHIBIT A**

**ACQUISITION AND CONSTRUCTION COSTS**
**PAYMENT REQUEST FORM**

Pursuant to the Escrow Agreement (the "Escrow Agreement") dated as of March 31, 2011 (the "Escrow Agreement"), by and among the City of Billings, Montana (the "City"), Rocky Mountain College (the "Borrower"), PNC Equipment Finance, LLC (the "Lender") and U.S. Bank National Association, as escrow agent (the "Escrow Agent"), the Borrower hereby requests that the Escrow Agent make payment from the Escrow Fund created by the Escrow Agreement to the following party or parties, at the addresses set forth below.

| Payee | Address | Amount to Be Paid | Description of Acquisition and Construction Costs |
|---|---|---|---|

In connection therewith, the undersigned officer of the Borrower hereby certifies as follows:

1. The Project items with respect to which amounts are requested under this Acquisition and Construction Costs Payment Request Form comprise Acquisition and Construction Costs set forth on Schedule 1 to the Loan Agreement, or reimbursement to the Borrower therefor. Such items constitute valid costs under the Act and the Code.

2. The payments have not been paid or reimbursed pursuant to a prior Acquisition and Construction Costs Payment Request Form or any other tax-exempt indebtedness.

3. The amount remaining in the Escrow Fund is sufficient to pay the remaining Acquisition and Construction Costs.

4. All of the Borrower's representations, covenants and warranties contained in the Loan Agreement and the other documents delivered by Borrower in connection therewith were true and accurate in all respects as of the date made, and remain true and accurate in all respects as of the date of delivery of this Acquisition and Construction Costs Payment Request Form, and the Borrower has fully and satisfactorily performed all of its covenants and obligations to date required under the Loan Agreement. No Event of Default has occurred and is continuing under the Loan Agreement.

5. The withdrawal or transfer and use of the Escrow Fund moneys for the purpose intended, as described in this Acquisition and Construction Costs Payment Request Form, will

not cause any of the representations or certifications contained in the Loan Agreement or other documents delivered by Borrower in connection therewith to be untrue or result in a violation of any covenant in the Loan Agreement.

6. Any necessary permits and approvals required for the portion of the Project for which this Acquisition and Construction Costs Payment Request Form is submitted have been issued and are in full force and effect.

7. No mechanics' liens have been filed of record against the Project (unless a title indemnity, bond or other security reasonably satisfactory to the Lender has been posted to insure against such lien) and, where applicable, proper lien waivers have been received with respect to work for which payment is sought pursuant to such Acquisition and Construction Costs Payment Request Form.

8. The Borrower understands that the Lender is relying on the certifications herein with regard to and in connection with approving the disbursement requested hereby.

9. This Acquisition and Construction Costs Payment Request Form (check one) _____ does OR _____ does not relate to the final disbursement from the Escrow Fund.

If this Acquisition Cost Payment Request Form relates to the final disbursement from the Escrow Fund, the Borrower and the Lender hereby instruct the Escrow Agent to disburse to the Lender the remaining moneys held in the Escrow Fund to be applied to prepay the Loan Repayments as set forth in the Loan Agreement.

10. This Acquisition and Construction Costs Payment Request Form (check one) _____ includes OR _____ does not include reimbursement to the Borrower for any payment previously made by the Borrower.

If this Acquisition and Construction Costs Payment Request Form requests such a reimbursement, the payment to be reimbursed was originally paid by the Borrower on or after December 31, 2010.

11. Attached hereto are the following items:

(a) invoices and/or bills of sale relating to the applicable Acquisition and Construction Costs and, if such invoices have been paid by the Borrower, evidence of payment thereof;

(b) information showing the relationship between the applicable Acquisition and Construction Costs and Schedule 1 to the Loan Agreement; and

(c) an insurance certificate in the form required by the Loan Agreement, if such insurance certificate has not been previously provided by the Borrower to the Lender.

Capitalized terms used herein and not defined shall have the meanings assigned to them in the Loan Agreement and the Escrow Agreement.

Date: _____

ROCKY MOUNTAIN COLLEGE

_____
Name: Carol Jensen
Title: Chief Financial Officer

Approved:

PNC EQUIPMENT FINANCE, LLC

_____
Name:
Title:

**EXHIBIT B**

**LOAN AND CARRYING CHARGES**
**PAYMENT REQUEST FORM**

Pursuant to the Escrow Agreement (the "Escrow Agreement") dated as of March 31, 2011 (the "Escrow Agreement"), by and among the City of Billings, Montana (the "City"), Rocky Mountain College (the "Borrower"), PNC Equipment Finance, LLC (the "Lender") and U.S. Bank National Association, as escrow agent (the "Escrow Agent"), the Borrower hereby requests that the Escrow Agent make payment from the Escrow Fund created by the Escrow Agreement to the following party or parties, at the addresses set forth below.

| Payee | Address | Amount to Be Paid | Description of Loan and Carrying Charges |
|---|---|---|---|

In connection therewith, the undersigned officer of the Borrower hereby certifies as follows:

1. The payments to be made to the payees in accordance herewith are for justly due and owing Costs of Issuance, or reimbursement to the Borrower therefor, and the payments have not been paid or reimbursed pursuant a prior Cost of Issuance Payment Request Form or any other tax-exempt indebtedness.

2. The total amount of the payments requested from the Escrow Fund herein together with all prior payments requested from the Escrow Fund to pay Costs of Issuance does not exceed the Maximum Cost of Issuance Disbursement Amount.

3. All of the Borrower's representations, covenants and warranties contained in the Loan Agreement and the other documents delivered by Borrower in connection therewith were true and accurate in all respects as of the date made, and remain true and accurate in all respects as of the date of delivery of this Cost of Issuance Payment Request Form, and the Borrower has fully and satisfactorily performed all of its covenants and obligations to date required under the Loan Agreement. No Event of Default has occurred and is continuing under the Loan Agreement.

4. The Borrower understands that the Lender is relying on the certifications herein with regard to and in connection with approving the disbursement requested hereby.

5. This Payment Request Form (check one) _____ does OR _____ does not relate to the final disbursement from the Escrow Fund.

If this Cost of Issuance Payment Request Form relates to the final disbursement from the Escrow Fund, the Borrower and the Lender hereby instruct the Escrow Agent to disburse to the Lender the remaining moneys held in the Escrow Fund to be applied to prepay the Loan Repayments as set forth in the Loan Agreement.

6. Attached hereto are invoices relating to the Loan and Carrying Charges and, if such invoices have been paid by the Borrower, evidence of payment thereof.

Capitalized terms used herein and not defined shall have the meanings assigned to them in the Loan Agreement and the Escrow Agreement.

Date: _____

ROCKY MOUNTAIN COLLEGE

_____
Name: Carol Jensen
Title: Chief Financial Officer

Approved:

PNC EQUIPMENT FINANCE, LLC

_____
Name:
Title:

# LOAN AGREEMENT

between

CITY OF BILLINGS, MONTANA

and

ROCKY MOUNTAIN COLLEGE

Dated March 31, 2011

The City of Billings, Montana has assigned and pledged its interest in this Loan Agreement to PNC Equipment Finance, LLC, a Delaware limited liability company.

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(For convenience only; not a part of this Loan Agreement)


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THIS LOAN AGREEMENT ("Agreement"), dated the 31st day of March, 2011, between CITY OF BILLINGS, MONTANA, a municipal corporation organized and existing under the Constitution and laws of the State of Montana and its home rule charter (hereinafter, together with any successor, referred to as the "City") and ROCKY MOUNTAIN COLLEGE, a Montana nonprofit corporation (hereinafter, together with any permitted successor or assign hereunder, referred to as the "Borrower");

W I T N E S S E T H:

WHEREAS, pursuant to Montana Code Annotated, Title 90, Chapter 5, Part 1 (as amended the same may be amended or supplemented form time to time, the "Act"), the City is authorized to enter into agreements upon terms appropriate, advantageous and not in conflict with the provisions of the Act to issue revenue bonds or notes of the City and sell such bonds or notes at public or private sale in such manner and at such times as may be determined to be most advantageous, and to loan the proceeds of its revenue bonds or notes for the purpose of defraying the cost of acquiring or improving real and personal properties required or useful for the operation of an institution of higher education, and such revenue bonds or notes may be secured by a pledge of the revenues to be derived by the City from a loan agreement, by a mortgage on the project and by such other security devices deemed advantageous; and

WHEREAS, pursuant to the Act, the City has authorized and approved the Project (as hereinafter defined) which consists of acquiring, constructing and installing energy efficiency improvements to various buildings and facilities located on the Rocky Mountain College campus, located at 1511 Poly Drive in Billings, Montana; and

WHEREAS, the City has determined that its Higher Education Revenue Note (Rocky Mountain College Energy Performance Project), Series 2011, in the maximum aggregate principal amount of $2,610,868 (the "Note"), should be issued, sold and delivered to PNC Equipment Finance, LLC a Delaware limited liability company (the "Lender"), to provide funds for a loan to be made to the Borrower to be used, with other available funds of the Borrower, to pay a portion of the Costs of the Project (as hereinafter defined); and

WHEREAS, simultaneously with the execution and delivery of this Agreement, the City will execute and deliver an Assignment of Agreement (the "Assignment"), dated the date hereof, pursuant to which the City will assign and grant a security interest to the Lender in the City's entire interest in the Agreement (except as provided therein).

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto DO HEREBY AGREE as follows:

## ARTICLE 1
## Definitions and Rules of Interpretation

Section 1.01. Definitions. In this Agreement the following terms have the following respective meanings unless the context hereof clearly requires otherwise:

Acquisition and Construction Costs: all direct capital costs authorized by the Act and the Code paid to acquire, install and construct the Project, as set forth on Schedule 1 hereto.

Act: Montana Code Annotated, Title 90, Chapter 5, Part 1, and all amendments thereto.

Agreement shall have the meaning set forth in the preamble hereof.

Assignment shall have the meaning set forth in the preamble hereof.

Bond Counsel: an attorney or firm of attorneys experienced in matters relating to tax-exempt finance, designated by the City and acceptable to the Borrower and the Lender.

Borrower: Rocky Mountain College, a Montana nonprofit corporation, and any successor and assign which may assume its obligations in accordance with the provisions of this Agreement.

Borrower's Tax Certificate: the certificate of the Borrower dated as of the date hereof pursuant to which the Borrower makes certain tax representations to the City.

Business Day: any day other than a Saturday or Sunday or other day on which commercial banks in the city in which the principal office of the Lender is located are not open for business.

City shall have the meaning set forth in the preamble hereof.

Code: the Internal Revenue Code of 1986, as amended.

Commitment Letter: the commitment letter of the Lender to the Borrower, dated February 1, 2011, pursuant to which the Lender agrees to purchase the Note on certain terms and conditions.

Costs of the Project: the total of all Acquisition and Construction Costs and Loan and Carrying Charges.

Council: means the City Council of the City.

Date of Taxability: that time, as specified in the determination, ruling or decision referred to under the definition of "Determination of Taxability" herein, that the interest payable on the Note becomes includible in the gross income of a Holder of the Note for federal income tax purposes.

Determination of Taxability: the issuance of a statutory notice of deficiency by the Internal Revenue Service, a ruling of the national office of the Internal Revenue Service or a final decision of a court of competent jurisdiction which holds in effect that the interest payable on the Note is includible in the gross income of the Holder for federal income tax purposes, if the period, if any, for contest or appeal of such action, ruling or decision by the Borrower or the Holder has expired without any such contest or appeal having been properly instituted by the Borrower or the Holder.

Energy Performance Contract: the performance contract with Johnson Controls, Inc. to complete the Project and guaranteeing the Borrower energy savings of at least $4,165,490 over a 16-year period, or an average of $260,343 per year.

Escrow Agent: U.S. Bank National Association, or any successor Escrow Agent appointed, qualified and acting as such under the Escrow Agreement.

Escrow Agreement: the Escrow Agreement, of even date herewith, between the Lender, the Borrower, the City and the Escrow Agent.

Event of Default: any of the events referred to as such in Section 6.01 hereof.

Final Maturity Date: November 25, 2027.

Holder: the Person in whose name the Note is registered in the Note Register.

Lender shall have the meaning set forth in the preamble hereof.

Loan: the loan by the City to the Borrower of the proceeds of the Note in the amount of $2,610,868.

Loan and Carrying Charges: all commitment and loan fees payable to the Lender, brokerage fees, interest charges, premiums, service fees, late fees, accounting charges, attorneys' fees and disbursements (including attorneys for the City, the Lender and the Borrower, and the fees and disbursements of Bond Counsel), escrow and disbursing fees, inspection fees, recording fees, real estate taxes, special assessments, insurance premiums and utility charges incurred by the Borrower in the acquisition and installation of the Project until its completion and in the issuance of the Note.

Loan Repayments: the payments required to be made by the Borrower pursuant to Section 3.02 hereof.

Note shall have the meaning set forth in the preamble hereof.

Note Register: the register maintained by the City pursuant to the Note Resolution.

Note Resolution: the resolution of the governing body of the City adopted March 28, 2011, pursuant to which the Note is to be issued.

Payment Date: a date on which payment of principal or interest or both is due under the Note.

Person: any individual, corporation, partnership, limited liability company, limited liability partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof;

Principal Balance: as of the date of determination, the aggregate original principal amount of the Note less the aggregate amount of installments thereon theretofore paid that are attributable to payment of principal.

Project: the acquisition, construction and installation of energy efficiency improvements to various buildings and facilities located on the Rocky Mountain College campus pursuant to the Energy Performance Contract and as set forth in Schedule 1 hereto.

Project Site: the land in the City of Billings on which the campus of the Borrower is located and on which the Project is to be undertaken.

Rebate Certificate: the rebate certificate to be executed by the Borrower in connection with the issuance and delivery of the Note in which the Borrower covenants to observe, on behalf of the City, the requirements of Section 148(f) of the Code, as such may be amended from time to time in accordance with its terms and as permitted in Section 4.07(L) hereof.

Term: the duration of this Agreement (except as otherwise provided specifically herein for particular provisions hereof), which shall be from the date hereof until the Final Maturity Date or, if a default is then continuing hereunder, until such default has been remedied, unless this Agreement is sooner terminated in accordance with its terms.

Section 1.02. Rules of Interpretation.

(1) This Agreement shall be interpreted in accordance with and governed by the laws of the State of Montana without giving effect to the conflicts-of-law principles thereof.

(2) The words “herein,” “hereof” and “hereunder” and the words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than to any particular section or subdivision hereof.

(3) References in this instrument to any particular article, section or subdivision hereof are to be designated article, section or subdivision of this instrument as originally executed.

(4) Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa.

(5) Unless the context hereof clearly requires otherwise, “or” is not intended to be exclusive, but is intended to permit one or more or all of the alternatives conjoined.

(6) To the extent that provisions in this Agreement are inconsistent with provisions of the Note, the provisions of the Note shall be deemed controlling.

## ARTICLE 2
## Representations

Section 2.01. Representations by the City. The City makes the following representations:

(1) The City is a municipal corporation existing under the Constitution and laws of the State of Montana and its home rule charter and is authorized to issue the Note in accordance with the Act.

(2) In authorizing the financing of the of all or a portion of the Costs of the Project and the issuance and sale of the Note to the Lender, the City's purpose is, and in its judgment the effect thereof will be, to promote the general welfare of the City and its residents by encouraging and fostering the location of institutions of higher education and their continued viability within the City by making the Project more financially feasible because of tax-exempt financing, to encourage energy efficiencies at such institutions, to aid in economic development and to further the purposes and policies of the Act.

(3) The financing of the Project, the issuance and sale of the Note, the execution and delivery of this Agreement, the Escrow Agreement and the Assignment and the performance of all covenants and agreements of the City contained in this Agreement, the Escrow Agreement and the Assignment and of all other acts and things required under the Constitution and laws of the State of Montana and the home rule charter of the City to make this Agreement, the Escrow Agreement, the Assignment and the Note valid and binding special, limited obligations of the City in accordance with their terms are authorized by the Act and have been duly authorized by the Note Resolution of the governing body of the City adopted at a meeting thereof duly called and held on March 28, 2011 by the affirmative vote of not less than a majority of its members. The governing body of the City conducted a public hearing on March 28, 2011, which was duly called, noticed and held and at which all interested persons were afforded the opportunity to be heard, and the governing body of the City by resolution determined the Project and the issuance of the Note to be in the public interest.

(4) There is not pending or, to the best knowledge of the undersigned officers of the City, threatened any suit, action or proceeding against or affecting the City before or by any court, arbitrator, administrative agency or other governmental authority which materially and adversely affects the validity, as to the City, of any of the transactions contemplated by this Agreement or pursuant to the Escrow Agreement, the Assignment or the Note or the ability of the City to perform its obligations hereunder or thereunder.

(5) To finance all or a portion of the Projects Costs, as presently estimated, the City has duly authorized its Note in the principal amount of $2,610,868, to be issued upon the terms and provisions set forth in the Note Resolution, and the Note in the hands of the Holder thereof is and will be a valid special, limited obligation of the City according to the provisions thereof and of the Note Resolution.

(6) The issuance of the Note and the execution and delivery of this Agreement, the Escrow Agreement and the Assignment and the other agreements contemplated hereby and thereby to which the City is a party, will not conflict with, or constitute on the part of the City a breach of, or a default under, any existing law, provision of the home rule charter of the City or any other legislative act, constitution or other proceeding establishing or relating to the establishment of the City or its affairs or its resolutions, or any other agreement, indenture, mortgage, lease or instrument to which the City is a party or by which it is bound.

(7) This Agreement, the Escrow Agreement, the Assignment and the Note have been duly authorized, executed and delivered by the City.

Section 2.02. Representations by the Borrower. The Borrower makes the following representations:

(1) The Borrower is a nonprofit corporation duly incorporated, validly existing and in good standing under the laws of the State of Montana, with full right, authority and legal capacity to execute and deliver, and to consummate the transactions contemplated in, this Agreement and the Escrow Agreement. This Agreement and the Escrow Agreement have been duly and validly authorized, executed and delivered by the Borrower and are valid and binding obligations of the Borrower enforceable in accordance with their terms.

(2) The Borrower is an organization described in Section 501(c)(3) of the Code and exempt from taxation under Section 501(a) of the Code and is not a private foundation as defined in Section 509(a) of the Code. The Borrower has received a determination letter from the Internal Revenue Service acknowledging the foregoing status and the facts and circumstances represented to the Internal Revenue Service as the basis for such letter continues substantially to exist and the letter or determination has not been modified, amended or revoked. The Borrower will not carry on at the Project Site any trade or business which is an unrelated trade or business determined by applying Section 513(c) of the Code to such an extent as to jeopardize the status of the Borrower as an organization described in Section 501(c)(3) of the Code and exempt from taxation under Section 501(a) thereof or to adversely affect the exclusion of interest on the Note from federal income taxation. The trade or business to be carried on by the Borrower at the Project Site is not and will not be an unrelated trade or business of the Borrower determined by applying Section 513(c) of the Code.

(3) The execution and delivery of this Agreement and the Escrow Agreement and the consummation of the transactions contemplated hereby and thereby, and the fulfillment of the terms and conditions hereof and thereof do not and will not conflict with or result in a breach of any of the terms or conditions of any deed of trust, mortgage, indenture, loan agreement, agreement or instrument to which the Borrower is now a party or to which any property of the Borrower is subject, and is not and will not constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Borrower contrary to the terms of any instrument or agreement to which the Borrower is a party or by which it is bound, or violate any provision of the articles of incorporation or bylaws of the Borrower, as amended to the date hereof.

(4) The issuance and sale of the Note and the execution of this Agreement, the Escrow Agreement and the Assignment by the City have been a substantial inducement to the Borrower to undertake the Project within the boundaries of the City, and the Project furthers the Borrower's purposes of providing higher education facilities as economically as possible.

(5) The proceeds of the Note available therefor, together with any other funds to be contributed to the Project by the Borrower in accordance with this Agreement and the Escrow Agreement, are sufficient to pay the Costs of the Project. The proceeds of the sale of the Note will be used only for the payment of Costs of the Project.

(6) The Borrower does not rely on any warranty of the City, either express or implied, that the Project will be suitable to the needs of the Borrower and recognizes that under the Act the City is not authorized to expend any funds thereon, other than the revenues received by it therefrom or the proceeds of the Note.

(7) To the best information and belief of the Borrower, no public officer of the City who is authorized to take part in any manner in making this Agreement or any contract contemplated hereby has a personal interest in or has personally and financially benefited or will so benefit from the Project or this Agreement, the Escrow Agreement or any such contract.

(8) There is not pending or, to the best knowledge of the Borrower, threatened any suit, action or proceeding against or affecting the Borrower before or by any court, arbitrator, administrative agency or other governmental authority which materially and adversely affects the validity, as to the Borrower, of any of the transactions contemplated under this Agreement and the Escrow Agreement or the ability of the Borrower to perform its obligations hereunder or thereunder or as contemplated hereby or thereby.

(9) The properties of the Borrower, as proposed to be improved by the Project and proposed to be operated by the Borrower meet, on the date hereof, all material requirements of law, including requirements of any federal, state, county, city or other governmental authority having jurisdiction over the Borrower, the Project or its use and operation. The Borrower has obtained all necessary approvals and licenses, permits and franchises from federal, state, county, municipal or other governmental authority having jurisdiction over the Project to acquire and install the Project and to enter into, execute and perform its obligations under this Agreement.

(10) The Borrower will cause the Project to be constructed and installed with due diligence in accordance with the provisions of this Agreement and the Escrow Agreement.

(11) The Borrower has good fee simple title to the Project Site.

(12) The design and plan of the Project comprise real and personal properties suitable for use as a higher education facility as contemplated by the Act.

Section 2.03. Holder May Rely on Representations. The City and the Borrower agree that the representations contained in this Article 2 are for the use and benefit of the Holder, and the Holder shall be entitled to rely thereon.

## ARTICLE 3
## The Loan

Section 3.01. Amount and Source of Loan. The City agrees to lend to the Borrower, upon the terms and conditions specified in the Note, the Note Resolution and this Agreement the proceeds received by it from the issuance and sale of the Note to the Lender. The Loan shall be deemed to include any discount or commission paid to or retained by the Lender from the proceeds of the Note. The form and terms of the Note as attached hereto as Exhibit A are approved by the Borrower and the City.

Section 3.02. Repayment of Loan. The Borrower agrees to pay in immediately available funds as Loan Repayments on each Payment Date (or on the next Business Day if a Payment Date is not a Business Day) an amount equal to the interest and principal payable on the Note on said Payment Date, as set forth in the Note. In any event, the Loan Repayments shall at all times be sufficient to pay all principal of and interest on the Note as such principal and interest become due, upon a Determination of Taxability, at maturity, upon prepayment, acceleration or otherwise. Specifically and without limitation, in the event the unpaid Principal Balance of the Note is declared due and payable by the Holder as provided in the Note, the unpaid Principal Balance of the Loan together with accrued interest thereon and any other indebtedness due here under or under the Note, shall become due and payable as of such date. The obligation of the Borrower to repay the Loan hereunder shall commence as of the date of the Note.

In the event that the interest on the Note becomes includable in gross income for purposes of federal income taxation pursuant to a Determination of Taxability, the rate of interest then payable under the Note shall automatically be increased retroactively effective from and after the Date of Taxability, to an annual rate equal to the Taxable Rate specified in the Note (the "Taxable Rate"). The Borrower shall, upon demand by the Holder to the City and the Borrower, immediately pay to the Holder and to each prior Holder since the Date of Taxability, on behalf of the City, an amount equal to the amount, if any, by which the interest accrued retroactively, at the Taxable Rate from the Date of Taxability to the date of payment, exceeds the amount of interest paid to the Holder and any such prior Holder at the Tax-Exempt Rate specified in the Note (the "Tax-Exempt Rate") during said period, and all penalties and interest payable by such Holders as a result of such change in taxable status. Thereafter, interest on the Loan and the Note shall accrue at the Taxable Rate and shall be payable to the Holder for the account of the City on the Payment Dates specified in the Note. The obligations of the Borrower under this paragraph shall survive payment of Loan Repayments sufficient to pay the Note in full and the discharge of the other obligations of the Borrower hereunder.

The City and through it the Holder shall permit the Borrower to contest, litigate or appeal any notice, ruling or decision that would with the lapse of time constitute a Determination of Taxability, at the Borrower's sole expense; provided that any such contest, litigation or appeal is, in the reasonable opinion of the Holder, being undertaken and carried forward in good faith, diligently and with reasonable dispatch. The expenses of any contest or appeal of such a notice, ruling or decision shall be paid by the party initiating the contest and neither the Borrower nor the Holder shall be required to contest or appeal any such notice, ruling or decision. In the event that any such contest, litigation or appeal is undertaken, interest on the Loan at the Taxable Rate from the Date of Taxability (assuming the occurrence of a Determination of Taxability) shall, nevertheless, be payable by the Borrower and the amount that represents the difference between the Taxable Rate and the Tax-Exempt Rate shall be held by the Holder in escrow pending final disposition of such contest, litigation or appeal. In the event the contest is resolved in favor of the Borrower, and no Determination of Taxability occurs, the funds held in such escrow account shall be returned to the Borrower together with interest, if any, accrued thereon. If the contest is resolved against the Borrower and a Determination of Taxability occurs, the amount on deposit in the escrow account shall be applied to the additional payments then due under the Note and this Section 3.02, with any excess returned to the Borrower; provided that in any event the Borrower shall indemnify the Holder and each prior Holder from and against any and all

penalties, interest or other liabilities which they may incur on account of any such contest, litigation or appeal.

All Loan Repayments shall be applied first to interest due on the outstanding Principal Balance of the Loan and thereafter in reduction of said Principal Balance. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

Each payment by the Borrower under this Section 3.02 shall be made directly to the Holder at its principal office for the account of the City or such other place or places as the Holder may designate for the account of the City. In the event the Borrower should fail to make any of the payments required in this Section 3.02, the item so in default shall continue as an obligation of the Borrower until the amount in default shall have been fully paid, and such defaulted amount shall bear interest to the extent permitted by law at the rate then borne by the Note, from the due date of the delinquent Loan Repayment until payment of such delinquent amount.

The Note is subject to prepayment, in whole, at the option of the Borrower, on any Payment Date, upon at least 30 days prior written notice to the Holder (or such shorter period of time as may be agreed upon by Holder), at a prepayment price equal to the principal amount to be prepaid plus accrued and unpaid interest thereon to the date of prepayment. Any partial prepayment shall be applied in inverse order of principal installments payable thereunder, and no partial prepayment shall postpone, defer or otherwise reduce the amount of the quarterly installments due thereunder.

Section 3.03. Additional Payments. The Borrower agrees to pay the following amounts to the following Persons:

(1) to the Lender, when due, all reasonable expenses of the Lender incurred in enforcing or exercising its rights under this Agreement, the Escrow Agreement and the Assignment and all other reasonable expenses of the Lender required to be paid by the Borrower under this Agreement, the Escrow Agreement and the Assignment; and

(2) to the City, all reasonable expenses incurred by the City in relation to the Project and the issuance and sale of the Note which are not otherwise required to be paid by the Borrower under the terms of this Agreement, the Escrow Agreement and the Assignment including all permit and license fees required under regulations or codes of the City and the all reasonable costs of the City incurred in enforcing or exercising its rights under this Agreement, the Escrow Agreement and the Assignment; and

(3) to the City and the Lender, all fees of the City and the Lender and all out-of-pocket expenses incurred by the City and the Lender in connection with the issuance of the Note, this Agreement, the Escrow Agreement and the Assignment, as well as all reasonable costs related to the repayment of the Note and any costs of outside or special counsel.

In the event the Borrower should fail to make any of the payments required by this Section 3.03, the item in default shall continue as an obligation of the Borrower until the amount in default shall have been fully paid, and the Borrower will pay the same with interest thereon at the Taxable Rate specified in the Note, as determined as of the date of the default, until paid, or

at such higher rate as the Borrower may consent to in writing; provided that, with the exception of the fees of the Lender, interest shall not accrue on such obligation until written notice has been given to the Borrower that such payment is due.

Section 3.04. Borrower's Obligations Unconditional. All payments required of the Borrower hereunder shall be paid without notice or demand and without setoff, counterclaim, abatement, deduction or defense. The Borrower will not suspend or discontinue any Loan Repayments, and will perform and observe all of its other agreements in this Agreement and the Escrow Agreement and, except as expressly permitted in this Agreement or the Escrow Agreement, will not terminate this Agreement or the Escrow Agreement for any cause, including but not limited to any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Project or the Project Site, eviction by paramount title, commercial frustration of purpose, bankruptcy or insolvency of the City or the Lender, the occurrence of a Determination of Taxability, change in the tax or other laws or administrative rulings or actions of the United States of America or of the State of Montana or any political subdivision thereof, or failure of the City to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement, the Escrow Agreement or the Assignment.

Section 3.05. Borrower's Remedies. Nothing contained in this Article 3 shall be construed to release the City from the performance of any of its agreements in this Agreement, and if the City should fail to perform any such agreement, the Borrower may, subject to the limitations of the Act and Section 7.06 hereof, institute such action against the City as the Borrower may deem necessary to compel performance, so long as such action shall not violate the Borrower's agreements in Section 3.04 hereof.

Section 3.06. Disbursement of Note Proceeds. The proceeds from the sale of the Note to be applied to the Costs of the Project will be advanced and disbursed pursuant to the terms of the Escrow Agreement.

Section 3.07. Payment of Project Costs by Borrower. The Borrower agrees that it will provide promptly any and all sums of money required to pay all Costs of the Project, to the extent not paid from proceeds of the Note. It is expressly understood and agreed that the Borrower will cause the Project to be acquired and installed whether or not the proceeds of the Note are sufficient to pay all Costs of the Project.

## ARTICLE 4
## Borrower's Covenants

Section 4.01. Covenants for Benefit of Lender and City. Each of the terms and provisions of this Agreement and the Escrow Agreement is a covenant for the use and benefit of the Lender and the City so long as any Principal Balance of the Note shall remain outstanding; but upon payment in full of the Note and of all fees and charges of the Lender and the City in accordance with this Agreement and the Escrow Agreement, all references in this Agreement and the Escrow Agreement to the Note and the Lender shall be ineffective, and the Lender shall thereafter have no rights hereunder, save and except those that shall have theretofore vested or as otherwise provided in Sections 3.02, 3.03, 4.02 and 4.06 hereof.

Section 4.02. Indemnity. The Borrower agrees to indemnify and hold harmless the City and the Lender, and each of their officers, employees and agents, against any and all losses, claims, damages or liability to which the City, the Lender and their officers, employees and agents may become subject under any law in connection with the transactions contemplated by this Agreement, the Escrow Agreement, the Assignment or the Note and to reimburse the City, the Lender and their officers, employees and agents for any out-of-pocket legal and other expenses (including reasonable attorneys' fees) incurred by the City, the Lender and their officers, employees and agents in connection with defending any actions relating thereto, including, but without limitation and by way of example only, the following:

(A) any injury to or death of a person or damage to property in or upon the Project or the Project Site or growing out of or connected with the use, non-use, condition or occupancy of the Project or the Project Site or any part thereof;

(B) violation of any agreement or condition by the Borrower of this Agreement and the Escrow Agreement;

(C) violation of any contract, agreement or restriction by the Borrower relating to the Project or the Project Site;

(D) violation of any law, ordinance or regulation affecting the Project or the Project Site or a part thereof or the ownership, occupancy or use thereof;

(E) any statement or information relating to the expenditure of the proceeds of the Note contained in the Borrower's Tax Certificate or similar document furnished by the Borrower to the City which, at the time made, is misleading, untrue or incorrect in any material respect; and

(F) violation of any state or federal securities laws in the issuance and sale of the Note.

The City agrees, at the request and expense of the Borrower, to cooperate in the making of any investigation in defense of any such claim, and upon request of the Borrower promptly to assert any or all of the rights and privileges and defenses identified in writing by the Borrower which may be available to the City.

The provisions of this Section 4.02 shall survive the payment of the Note and the discharge of the other obligations of the Borrower hereunder.

Section 4.03. Annual Statement and Audit. The Borrower will keep proper books of record and account in which full, true and correct entries shall be made of all dealings or transactions of or in relation to the business and affairs of the Borrower, in accordance with generally accepted accounting principles consistently applied, and will furnish to the Lender, within 180 days after the last day of each fiscal year, complete financial statements, which shall be audited, prepared by an independent certified public accountant, reasonably acceptable to the Lender, covering the operations of the Borrower for such fiscal year and containing a balance sheet and income statement as at the end of such fiscal year, showing in each case in comparative form the figures for the preceding fiscal year.

Section 4.04. Continuing Existence. Throughout the Term of this Agreement, the Borrower will maintain its existence as a nonprofit corporation organized under the laws of the State of Montana and shall not consolidate or merge with another Person, dissolve or otherwise dispose of all or substantially all of its assets; provided that the Borrower may merge or consolidate with another Person or may sell or otherwise transfer to another Person all or substantially all of its assets as an entirety and thereafter dissolve if:

(A) the surviving, resulting or transferee Person, as the case may be, shall be organized under the laws of the United States or one of the states thereof, shall be an organization described in Section 501(c)(3) of the Code and exempt from federal income taxation under Section 501(a) of the Code (or any successor sections of a subsequent federal income tax statute or code), shall have total unrestricted net assets at least equal to that of the Borrower as of the date of such consolidation, merger or transfer and shall be duly qualified to do business in the State of Montana;

(B) at least 30 days before any merger, consolidation or transfer of assets becomes effective, the Borrower shall give the Lender written notice of the proposed transaction;

(C) prior to any merger, consolidation or transfer of assets, an opinion of Bond Counsel shall be delivered to the Lender stating that such merger, consolidation or transfer of assets will not cause interest on the Note to become includible in the gross income of the Holder for federal income tax purposes;

(D) prior to any merger, consolidation or transfer of assets, the surviving, resulting or transferee Person, as the case may be, if other than the Borrower, shall deliver to the Lender an instrument assuming all of the obligations of the Borrower under this Agreement and the Escrow Agreement;

(E) immediately after giving effect to such merger, consolidation or transfer of assets, no Event of Default shall have occurred and be continuing; and

(F) prior to any merger, consolidation or transfer of assets, an opinion of counsel shall be delivered to the Lender stating that all requirements of this Section 4.03 have been met.

Section 4.05. Status. The Borrower covenants that none of its revenues, income or profits, whether realized or unrealized, will be distributed to any of its members, or inure to the benefit of any private person, association or corporation, other than for the lawful corporate purposes of the Borrower; provided that the Borrower may pay to any Person the value of any service or product performed for or supplied to the Borrower by such Person and provided that the provisions of this Section 4.05 shall not apply to any endowment funds released in accordance with the terms of such endowment.

Section 4.06. Recording; Filing of Financing Statements. The Borrower agrees that it will, at its sole expense and upon the written instruction of Lender, file or cause to be filed any financing statements and continuation statements deemed necessary by counsel to Lender to

perfect and protect the security interest of the Lender in this Agreement and the payments to be made hereunder.

Section 4.07. Tax Covenants and Representations. In order to ensure that the interest on the Note shall at all times be excludible from gross income for federal income tax purposes, the Borrower specifically represents, warrants and covenants with the City, the Lender and all Holders from time to time of the Note:

(A) It will fulfill all conditions specified in Sections 103 and 141 through 150 of the Code and applicable Treasury Regulations as are necessary to maintain the tax-exempt status of the interest borne by the Note.

(B) The Project and the Project Site will be owned by organizations described in Section 501(c)(3) of the Code.

(C) Less than five percent (5%) of the net proceeds of the Note will be used either (i) by an organization described in Section 501(c)(3) of the Code in an activity that constitutes an unrelated trade or business, or (ii) in a trade or business by a Person other than an organization described in Section 501(c)(3) of the Code or a governmental unit (within the meaning of Section 141 of the Code), or (iii) to pay "issuance costs" of the Note within the meaning of Section 147(g) of the Code.

(D) Not more than 2% of the proceeds of the Note will be applied to the payment of "issuance costs" of the Note within the meaning of Section 147(g) of the Code. All such costs in excess of this amount will be paid by the Borrower from its own funds.

(E) The Borrower has not leased, sold, assigned, granted or conveyed and will not lease, sell, assign, grant or convey all or any portion of the Project or the Project Site or any interest therein to the United States or any agency or instrumentality thereof within the meaning of Section 149(b) of the Code.

(F) No portion of the Project or the Project Site or the proceeds of the Note will be used to provide any of the following facilities related or incidental thereto: any airplane, skybox or other private luxury box, facility used primarily for gambling, or store the principal business of which is the sale of alcoholic beverages for consumption off premises.

(G) There are no outstanding obligations of a political subdivision other than the $10,200,000 Higher Education Revenue Note (Rocky Mountain College Project), Series 2004, City of Billings, Montana.

(H) As of the date hereof, the Borrower is the only "principal user" of the Project Site and the Borrower will not permit any Person to become a "principal user" of the Project or the Project Site if such action would cause the interest on the Note to become includable in gross income for federal income tax purposes in the hands of the Holder thereof.

(I) The average maturity of the Note (9.962 years) does not exceed 120% of the average reasonably expected economic life of the Project (16 years), determined, as of the date of issuance of the Note, in accordance with Section 147(b) of the Code.

(J) No obligations have been or will be issued under Section 141, 142, 143, 144 or 145 of the Code that are being sold at substantially the same time as the Note, pursuant to the same plan of marketing and that are payable in whole or in part by the Borrower or otherwise have any common or pooled security for the payment of debt service thereon with the Note.

(K) The Borrower shall provide the City all information required to satisfy the informational requirements set forth in Section 149(e) of the Code, including the information necessary to complete IRS Form 8038.

(L) The Borrower will not use the proceeds of the Note in such a manner as to cause the Note to be an "arbitrage bond" within the meaning of Section 148 of the Code and applicable Treasury Regulations. To this end, the Borrower shall make the determinations and take the actions required by and otherwise comply with the Rebate Certificate, on behalf of, and as agent for, the City, and shall rebate to the United States, the amounts at the times, all in the manner and as required by Section 148(f)(6) of the Code and the regulations promulgated thereunder, as provided in the Rebate Certificate. The provisions of this subparagraph (L) shall survive the retirement and payment of the Note and the discharge of the other obligations of the Borrower under this Agreement.

(M) The aggregate authorized face amount of the Note, when increased by the outstanding tax-exempt "qualified 501(c)(3) bonds," other than "qualified hospital bonds," of which the Borrower, or any organization with which the Borrower is under common management or control, is a test-period beneficiary (determined in accordance with Section 145(b) of the Code) does not and will not exceed $150,000,000.

(N) The Project does not include any property to be sold or any property to be affixed to or consumed in the production of property for sale.

(O) The Borrower will comply with and fulfill all other requirements and conditions of the Code and Treasury Regulations and rulings issued pursuant thereto relating to the operation and use of the Project and the use of proceeds of the Note to the end that interest on the Note shall at all times be excludible from gross income for federal income tax purposes.

The foregoing covenants shall remain in full force and effect notwithstanding the payment or discharge of the Note.

Section 4.08. Reports to Governmental Agencies. The Borrower will furnish to agencies of the State of Montana, such periodic reports or statements as they may reasonably require throughout the Term of this Agreement. The Borrower agrees to furnish such information and pay such fees as may be necessary to continue in effect, in its own name or the name of the City or in behalf of the Lender, the registration of the Note with the State of

Montana and regulatory authorities of such other states as the Note has been or is being registered by the Lender thereof.

Section 4.09. Permits and Licenses. The Borrower will do all things necessary to obtain and renew or cause to be obtained and renewed from time to time, as necessary, all permits, licenses and other governmental approvals necessary for operation of the Project.

Section 4.10. Borrower's Obligations. The Borrower will keep, perform and observe each of its obligations, agreements and duties under the Escrow Agreement and the Commitment Letter.

Section 4.11. Approval of Note Terms. The Borrower has approved the terms and conditions of the Note.

Section 4.12. Maintenance. During the Term of this Agreement, the Borrower will keep the Project in good repair and operating condition and in as safe condition as its operations will reasonably permit, making all repairs thereto and renewals and replacements thereof which may be necessary for this purpose, in the reasonable judgment of the Borrower, so that the Project will remain suitable for use as a facility of the character described in and contemplated by this Agreement, or such other uses as are not inconsistent with the Act or the Code. The Borrower shall provide equipment, furnishings, supplies and other personal property required or necessary for the proper operation, repair and maintenance of the Project.

Section 4.13. Modifications. The Borrower may from time to time make any additions, modifications, substitutions, deletions, or improvements to the Project that it may deem desirable for its purposes; provided, however, that no addition, modification, substitution, deletion or improvement shall be made in such a manner or to such an extent as to affect adversely the exemption from federal income taxation of the interest on the Note.

Section 4.14. Insurance. The Borrower shall procure and maintain, or cause to be procured or maintained, continuously in effect during the Term, policies of insurance with respect to the Project and the Project Site insuring against such risks and in such amounts as are customary for a prudent owner of properties comparable to those comprising the Project and the Project Site, but in no event less than the Principal Balance of the Note. Such insurance shall include, but not be limited to, insurance against liability for injury to persons or property arising from the operation thereof and shall name the Lender and the City as additional insureds.

Section 4.15. Consent to Incur Indebtedness. First Interstate Bank of Billings Montana, as the creditor to the Borrower under the $10,200,000 Higher Education Revenue Note (Rocky Mountain College Project), Series 2004, has consented to the Borrower incurring the indebtedness described herein.

Section 4.16. Notice of Default. The Borrower will give to the Holder and the City prompt notice of any condition or event that constitutes a default under this Agreement.

ARTICLE 5
Borrower's Options

Section 5.01. Assignment. Subject to and except as provided in Section 4.04, the Borrower shall not lease, sell, assign, transfer, convey or otherwise alienate any of its right, title and interest in the Project or the Project Site, nor shall it assign any of its obligations under this Agreement to another Person without the prior written approval of the Holder, and then only provided that: (a) such lease, sale, assignment or conveyance shall not subject the interest payable on the Note to federal income taxation or cause the Note to be deemed an "arbitrage bond" within the meaning of Section 148 of the Code and the Treasury Regulations promulgated thereunder, (b) any purchaser and assignee shall assume in writing all of the obligations of the Borrower under this Agreement and the Escrow Agreement by instrument in form and substance satisfactory to the Holder, and (c) an Opinion of Counsel shall be submitted to the Holder to the effect that any purchaser and assignee has succeeded to and assumed all the Borrower's right, title and interest in the Project or the Project Site and the obligations under this Agreement and the Escrow Agreement, and this Agreement and the Escrow Agreement are valid and legally binding obligations of the purchaser and assignee, enforceable in accordance with their terms, except to the extent limited by state and federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application affecting the enforcement of creditors' rights.

Section 5.02. Termination Upon Retirement of Note. At any time when no Principal Balance on the Note remains outstanding, and arrangements satisfactory to the Lender and the City have been made for the discharge of all other accrued liabilities under this Agreement, this Agreement shall terminate, except as otherwise provided in Sections 3.02, 3.03, 4.02 and 4.06 hereof.

ARTICLE 6
Events of Default and Remedies

Section 6.01. Events of Default. Any one or more of the following events is an Event of Default under this Agreement:

(1) if the Borrower shall fail to make any Loan Repayment required under Section 3.02 on or before 15 days after the date that the payment is due;

(2) if the Borrower shall fail to observe and perform in any material respect any other covenant, condition or agreement on its part under this Agreement (except those under Section 4.07 hereof resulting in a Determination of Taxability) for a period of 30 days after written notice, specifying such default and requesting that it be remedied, is given to the Borrower by the City or the Lender;

(3) if the Borrower shall file a petition in bankruptcy or for reorganization or for an arrangement pursuant to any present or future federal bankruptcy act or under any similar federal or state law, or shall be adjudicated as a bankrupt or insolvent, or shall make an assignment for the benefit of its creditors or shall admit in writing its inability to pay its debts generally as they become due, or file a petition or answer proposing the adjudication of the Borrower as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar

federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within 30 days after the filing thereof, or a receiver, trustee or liquidator of the Borrower or of all or substantially all of the assets of the Borrower or of the Project shall be appointed in any proceeding brought against the Borrower and shall not be discharged within 30 days after such appointment or if the Borrower shall consent to or acquiesce in such appointment, or if the estate or interest of the Borrower in the Project, the Project Site or any part thereof shall be levied upon or attached in any proceeding and such process shall not be vacated or discharged within 30 days after such levy or attachment, or the Borrower shall be dissolved or liquidated (except as provided in Section 4.04), or if the Project shall have been abandoned by the Borrower for a period of 30 consecutive days;

(4) if an event of default has occurred under the Note or the Escrow Agreement; or

(5) if any representation or warranty made by the Borrower herein, or in any document or certificate furnished the City or the Lender in connection herewith or therewith or pursuant hereto or thereto, shall prove at any time to be in any material respect incorrect or misleading as of the date made.

Section 6.02. City's Remedies. Whenever any Event of Default referred to in Section 6.01 shall have happened and be subsisting, any one or more of the following remedial steps may be taken by the City, but only with the prior written consent of the Lender (provided, however, that the City shall not be obligated to take any such action and that the consent of the Lender shall not be necessary for the Municipality to exercise remedies to enforce its rights arising under Sections 3.03(2), 3.03(3), 4.02 or 6.06 hereof), or by the Lender as assignee hereof:

(1) The City may, at its option, declare all Loan Repayments payable under Section 3.02 for the remainder of the Term (being an amount equal to that necessary to pay in full the Note, assuming acceleration of the Note, and to pay all other amounts due thereunder) to be immediately due and payable, whereupon the same shall become immediately due and payable by the Borrower and interest shall accrue thereon to the date of payment.

(2) The City, with or without declaring all such Loan Repayments immediately due and payable, may take whatever action at law or in equity may appear necessary or appropriate to collect the Loan Repayments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Agreement.

Section 6.03. Disposition of Funds. Any amounts collected pursuant to action taken under Section 6.02 shall be applied as follows:

(a) First, to the payment of all costs and proper expenses (including reasonable attorneys' fees as permitted by law), liabilities incurred or advances made hereunder by the City or the Lender;

(b) Second, to the payment to the Lender, on behalf of the City, of the amount then owing or unpaid under this Agreement for principal or interest due on the Loan and, in case any such proceeds shall be insufficient to pay the whole amount so due, then first to the payment of interest and then to the payment of principal; and

(c) Third, to the payment of any excess to the Borrower, or to whomsoever may be lawfully entitled to receive the same.

Section 6.04. Manner of Exercise. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City, as opposed to the Lender under Section 6.09 hereof, to exercise any remedy reserved to it in this Article 6 (except those relating to rights of the City arising under Sections 3.03(2), 3.03(3), 4.02 and 6.06 hereof), it shall be necessary to obtain the prior written consent of the Lender and to give such notice as may be herein expressly required. Any and all amounts received by the City or the Lender resulting from the exercise of any remedy hereunder shall after payment of attorneys' fees and all other costs and expenses incurred as a result of such exercise shall be applied as provided in Section 6.03 hereof.

Section 6.05. Receiver. Upon the occurrence of an Event of Default and commencement of judicial proceedings by the Lender to enforce any right under this Agreement, the Lender shall be entitled, as a matter of right as against the Borrower, without notice or demand and without regard to the adequacy of the security for the Note or the solvency of the Borrower, to the appointment of a receiver of the Project and the Project Site, and of the rents, issues, profits, revenues and other income thereof, but, notwithstanding the appointment of any receiver, the Lender shall be entitled to retain possession and control of, and to collect and receive the income from, cash, securities and other personal property held by, or required to be deposited with or pledged to, the Lender.

Section 6.06. Attorneys' Fees and Expenses. In the event the Borrower should default under any of the provisions of this Agreement and the City or the Lender should employ attorneys or incur other expenses for the collection of Loan Repayments or the enforcement of performance of any obligation or agreement on the part of the Borrower, the Borrower will on demand and receipt of an accounting therefor pay to the City and the Lender the reasonable fees of such attorneys and such other expenses so incurred.

Section 6.07. Effect of Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.08. Waiver of Stay or Extension Laws. The Borrower covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim to take the benefit or advantage of, any stay or extension law hereafter in force, which may affect the covenants or the performance of this Agreement, the Assignment or the Escrow Agreement; and the Borrower (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it will not hinder, delay or impede the execution of any power herein granted to the City or the Lender, but will suffer and permit the execution of every such power as though no such law had been enacted.

Section 6.09. Lender's Exercise of the City's Remedies. Whenever any Event of Default shall have happened and be subsisting the Lender may, but shall not be obligated to, exercise any or all of the rights of the City under this Agreement, upon notice, if any, as required of the City unless the City has already given the required notice.

## ARTICLE 7
## General

Section 7.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified or registered mail, postage prepaid, or by a nationally recognized overnight delivery service such as Federal Express that provides written confirmation of delivery, with proper address as indicated below. The City, the Borrower and the Lender may, by written notice given by each to the others, designate any other address or addresses to which notices, certificates or other communications to them shall be sent when required as contemplated by this Agreement. Until otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

To the City: City of Billings, Montana
210 North 27th Street
Billings, Montana 59103
Attn: Financial Services Manager

To the Lender: PNC Equipment Finance, LLC
155 East Broad Street, B4-B230-05-7
Columbus, Ohio 43215
Attn: Sandra Thomas

To the Borrower: Rocky Mountain College
1511 Poly Drive
Billings, Montana 59102
Attn: Chief Financial Officer

Section 7.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the City and the Borrower and their respective successors and assigns.

Section 7.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.04. Amendments, Changes and Modifications. Except as otherwise provided in this Agreement, subsequent to the initial issuance of the Note and before the Agreement is satisfied and discharged in accordance with its terms, and the Note fully paid, this Agreement may not be effectively amended, changed, modified, altered, or terminated without the written consent of the Holder.

Section 7.05. Execution Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.06. Limitation on City's Liability. No agreement or provision contained in this Agreement, the Escrow Agreement, the Assignment or the Note nor any other agreement, covenant or undertaking by the City contained in any document executed by the City in connection with the Project shall give rise to any pecuniary liability of the City or a charge against its general credit or taxing powers, or shall obligate the City financially in any way except with respect to the Project and the application of Loan Repayments. No failure of the City to comply with any term, condition, covenant or agreement herein shall subject the City to liability for any claim for damages, costs or other financial or pecuniary charge except to the extent that the same can be paid or recovered from the Project or Loan Repayments; and no execution of any claim, demand, cause of action or judgment shall be levied upon or collected from the general credit, general funds or taxing powers of the City. Nothing herein shall preclude a proper party in interest from seeking and obtaining specific performance against the City for any failure to comply with any term, condition, covenant or agreement herein; provided that no costs, expenses or other monetary relief shall be recoverable from the City except as may be payable from the Project or its revenues.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name and on its behalf and its official seal to be hereunto affixed and attested by its duly authorized officers, and the Borrower has caused this Agreement to be executed in its name and on its behalf, all as of the date first above written.

CITY OF BILLINGS, MONTANA

By _____
Mayor

By _____
Financial Services Manager

Attest: _____
City Clerk

(SEAL)

(Signature Page to Loan Agreement)

ROCKY MOUNTAIN COLLEGE

_____

Name: Michael Mace
Title: President

_____

Name: Carol Jensen
Title: Chief Financial Officer

(Signature Page to Loan Agreement)

SCHEDULE 1

## SCOPE OF WORK

Facility Improvement Measures (FIM's) are located within 15 College buildings. FIMs are listed below and the work to be provided by JCI is identified under each type of FIM as listed above. Where the FIM is generally the same with perhaps exception to quantity or capacity, the description and scope of work of the FIM is generalized with specific mention as to which buildings, their systems and components are improved, along with appropriate quantity. Where FIMs are unique in relationship to scope of work, they are specifically described under each FIM, sub categorized by each building which they occur.

All work provided by JCI and their subs shall be complete and in good working order with attributes, performance and/or operational strategy which shall bear the economic benefit of the FIM. All FIMs installed shall meet state, federal and local code guidelines and standards. Each FIM shall be accompanied with start-up, test, and checkout and commissioning. Customer shall receive training on each FIM and its strategies. As- Built documents along with operational and maintenance manuals shall be provided to the owner for all FIMs.

| Building | Year Built | Area (sq.ft.) |
|---|---|---|
| Prescott Hall | 1916 | 8,100 |
| Eaton Hall | 1909 | 10,100 |
| Technology Hall | 1922 | 35,200 |
| Tyler Hall | 1930 | 11,200 |
| Alden Hall | 1937 | 11,300 |
| Losekamp Hall | 1917 | 15,500 |
| Ed Resource Center | 1958 | 24,862 |
| Bair Family Student Center | 1961 | 33,024 |
| Bair Science Center | 1981 | 25,000 |
| Widenhouse Residence Hall | 1961 | 23,012 |
| Anderson Residence Hall | 1970 | 21,750 |
| Jorgenson Apartments | 1964 | 34,100 |
| Rimview Residence Hall | 2003 | 44,160 |
| Rocky Hall | 1966 | 8,100 |
| Fortin Education Center | 1969 | 94,000 |

**FIM#1: Lighting Retrofit**

**Location: Campus Wide**

The lighting at Rocky Mountain College is predominately T-12 fluorescent and incandescent fixtures. The newly renovated buildings, Morledge-Kimball, Prescott, and Rimview are of T-8 fluorescent fixtures. Morledge-Kimball is the only building equipped with occupancy sensors and latest technology T-8 and T-5 fluorescent fixtures.

JCI will provide and install new high efficiency T-8 lamps with electronic ballasts to replace the existing T-12 lamps with magnetic ballasts. JCI will also replace the existing first generation T-8 fixtures with the latest generation high efficiency long-life T-8 lamps with electronic ballasts. The proposed lamp and ballast configuration will provide superior energy efficiency, better color rendering index (CRI), and longer operating life when compared to conventional lamps. The higher CRI and color temperature of the new lamps will provide a more natural appearing light that will be perceived to be brighter due to the scotopic and photopic receptors in the human eye. In addition, incandescent lamps will be replaced with new compact fluorescent lamps and non-LED exit signs will be replaced with new LED fixtures.

The proposed retrofit for lighting control is to maintain individual user control through a switch with the addition of an occupancy sensor to turn the lights off when the room has been vacant for a pre-determined period of time. The occupancy sensors will incorporate either passive infrared, ultrasonic technology or both and will be installed to provide the best coverage of occupants in order to eliminate false unoccupied readings.

JCI recommends providing and installing occupancy sensors to control lighting operation and reduce the hours of operation during unoccupied periods. The scope of work will include the retrofit or installation of the following:

**SCOPE OF WORK**

- The proposed retrofit will replace the existing T-8 fluorescent lamps and instant-start electronic ballasts and T-12 lamps and magnetic ballasts with new T-8 fluorescent lamps and low ballast-factor electronic ballasts of newer technology.
- Most existing high-intensity discharge light fixtures, such as high-pressure sodium, mercury vapor and metal halide, will be retrofitted with new pulse-start metal halide lamps and ballasts
- Metal halide fixtures in the gymnasium will be replaced with new high-output T-8 fluorescent fixtures with electronic ballasts.
- Most of the incandescent lamps across campus will be replaced with new compact fluorescent lamps.
- In certain areas, including many of the residence hall rooms, new compact fixtures will replace the existing incandescent fixtures.
- Existing incandescent and fluorescent “EXIT” fixtures will be replaced with new LED fixtures with battery back-up.

The costs included in this measure include the following; basic engineering, design, installation labor, lighting material, project management, and environmental cost associated with disposal excluding asbestos.

**BENEFITS:**

- Reduction in electrical usage
- Meet or exceed lighting levels
- Increase occupant comfort from reduced flickering and increased Color Rendering Index

**FIM#2: Solar Tracking Skylights**

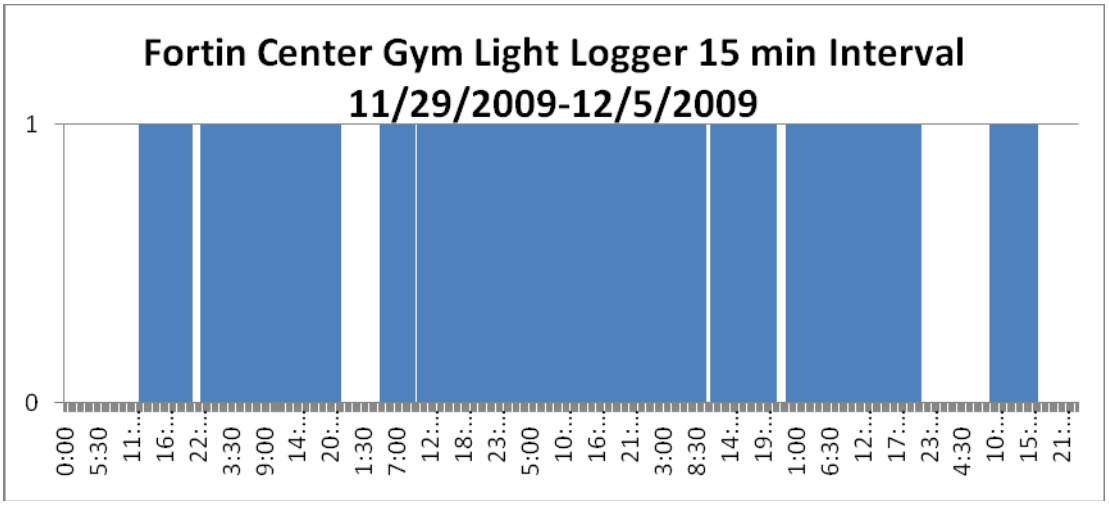
**Location: Fortin Center Gym**

The Fortin Center gymnasium is currently lit with 56, 8-foot T-12 fluorescent fixtures at approximately 2.6 watts per square foot for 8-14 hours a day. JCI recommends installing solar tracking skylights in the gymnasium area to offset the electricity used by light fixtures. Unlike conventional skylights, the proposed solar tracking skylights are equipped with self-powered solar tracking and projecting system that will provide natural light and maximize solar harvesting performance during low solar angle winter months.

The JCI team also recommends renovating the lighting system in these spaces to an energy efficient T-8 high bay lamp system with a control package to turn lights off when there's sufficient light. These frequently include: normal setting and full lighting for game events setting. This process not only saves energy, but gives a better control mechanism over the use of the space.

**EXISTING CONDITION:**

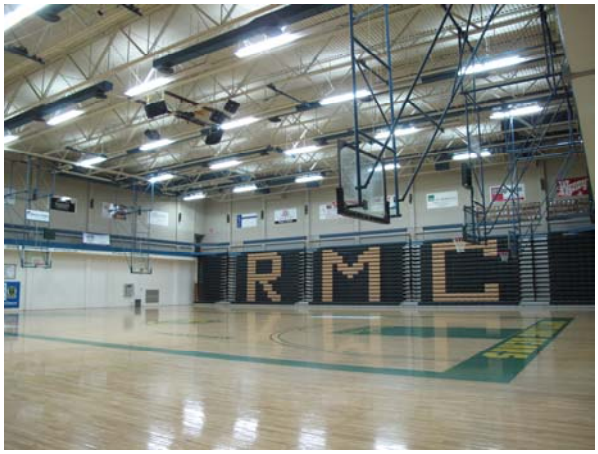
The gym area (basketball court) lighting is ON continuously approximately 15 hours/day, 7 days/week and for some instances, lights were never turned OFF at night (see light logger results below).

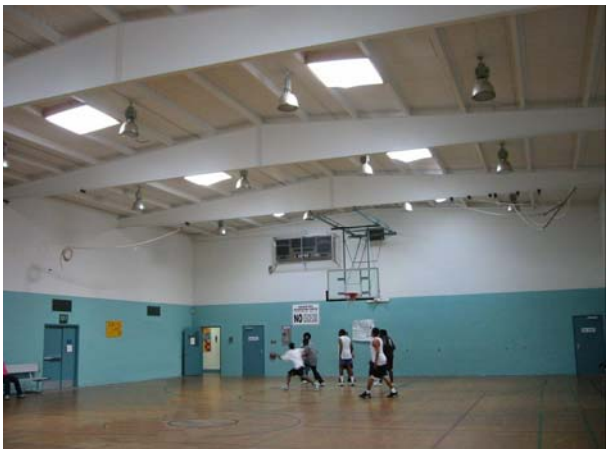



**SOLUTION:**

Install Solar Tracking skylight system to offset lighting energy consumption

- Solar Tracker Inc. to provide exact number of skylights
- Open the roof area
- Install solar tracking skylights
- Install light sensors to turn off gym light when there's sufficient natural light


RMC



**FIM#3: Temperature Limiting Thermostats**

**Location: Widenhouse Hall:**

**EXISTING CONDITION:**

The existing system is hydronic baseboard controlled with a heating only control limiting thermostat. Areas impacted include:

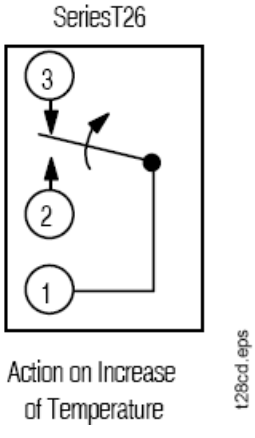
**SOLUTION:**

- There are 46 total rooms with line voltage thermostats controlling perimeter hot water heating valves
- Replace 46 existing thermostats to temperature limiting thermostats Johnson Controls T26A-14C with maximum setting of 75˚F or lower

| Building | Quantity |
|---|---|
| Widenhouse Hall | 48 |

**BENEFITS:**

- Limit temperature settings to allow less energy consumption



**FIM#4: Light Sensing Thermostats and Vending Mizers**

**LOCATION:** Rimview Hall (light sensing thermostats) and campus wide (vending misers)

Rimview laundry and lounge areas are intermittently occupied. Temperatures are kept at constant 71ºF 24 hours/day, 7 days/week. JCI recommends controlling the existing HVAC system in Rimview laundry and lounge areas with light sensing thermostats. Working in conjunction with the occupancy sensors, the thermostats will put the areas into temperature setback mode when the areas are not occupied.

Vending machines on campus operate 24 hours a day with low utilization factor. JCI recommends installing vending machine optimizer (Vending Miser™) on all vending machines. The Vending Miser™ and Plug Miser optimizes the vending machine energy consumption and has a potential to reduce energy consumption of vending machines by approximately 47% (statistically proven for typical office and classroom buildings). The major soda machine vendors such as Coca Cola and PepsiCo approved the Vendor Miser™ technology due to the fact that the products will reduce the energy usage of these plug loads by automatically turning them off when they are not needed, while at the same time not compromising the vending equipment availability and reliability. The Vending Miser™ senses occupancy around the vending machines and turns the machine off when no one is around. It also allows the compressor to finish its cycle before going into the conservation mode. This technology has been proven to keep the drinks cold – meeting the soda company specifications. The cycling of the compressor on/off will be based on room temperature and occupancy.

**EXISTING CONDITION:**

Temperature in the laundry and lounge areas at Rimview Hall is kept constant 71ºF. The areas are rarely occupied early morning and at night. Vending machines on campus operate year round with intermittent demand.

**SOLUTION:**

- Replace existing three (3) thermostats in laundry and lounge areas with low voltage light sensing thermostats
- Install LIGHTSTAT TME-BEP model or equal
- Program and commission the thermostat to the following parameters
    - heating occupied setpoint 70F, unoccupied setpoint 60F
    - Cooling occupied setpoint 72F, unoccupied setpoint 85F
- Light sensing thermostat senses light level and reset the room temperatures when lights are turned OFF (use in conjunction with lighting control occupancy sensor)
- Provide and Install new Vendmiser units controlling the prepackaged beverage dispenser and Snack Machine.

**BENEFITS:**

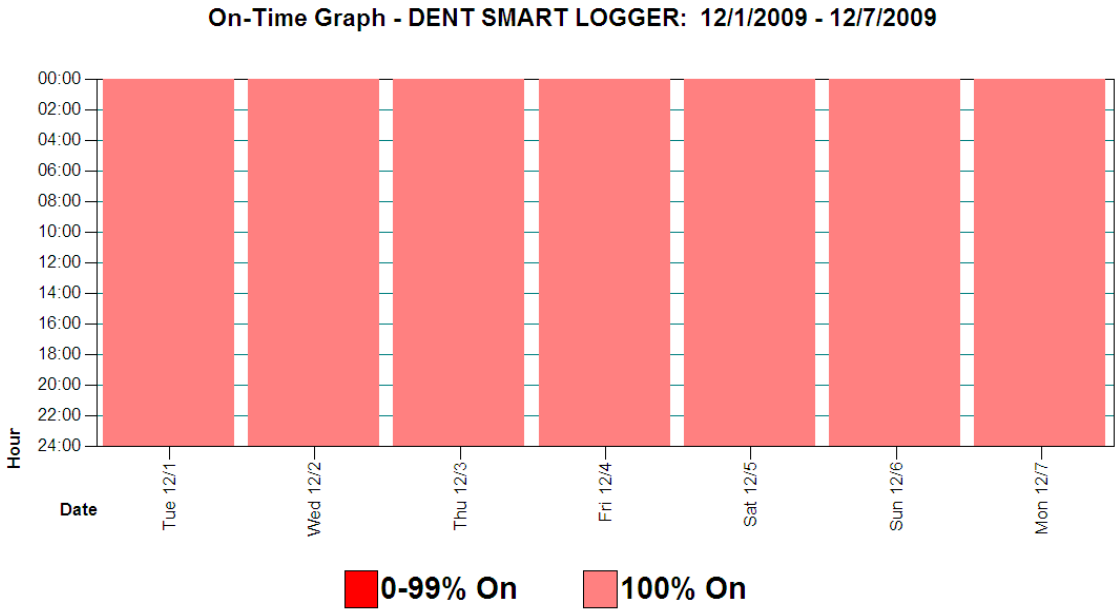
- Light level changes during the unoccupied period (occupancy sensor turns lights off) to allow less energy consumption during the unoccupied periods.

**FIM#5: Fortin Center Control Sequence Optimization and Controls Upgrade**

**LOCATION:** Fortin Center

**EXISTING CONDITION:**

The Fortin Center HVAC system is controlled (or lack of) by a pneumatic control system original to the building. The system is obsolete and currently most of the HV (Heating and Ventilation) units and AHU (Air Handing units) are operating 24 hours/day, 7 days/week with no setback schedule. Figure below represents observed operating schedule of one of these units




**Motor logger on Fortin Center HV#3 supply fan shows that the unit operates 24 hrs/day and 7 days/week**

Fortin Center uses a pneumatic Johnson Controls system. All air handlers are independently controlled through time clock and thermostats. The system is original to the building. The heating and ventilation units are ON 24 hours/day, 7 days/week. HVAC-related maintenance system failures have been prevalent and normally not detected until too late. HV (heating and ventilating) unit failures can lead to frozen pipe problems if not quickly identified. The Fortin Center hosts many prominent athletic events, HVAC failures can cause delay and/or loss of revenue to college.

**SOLUTION:**

JCI will interface the existing pneumatic controls in the Fortin Center with DDC system. JCI will provide all labor, materials, equipment, and service necessary for a complete and operating Building Automation System (BAS), utilizing Direct Digital Controls to control all new and existing HVAC equipment, including boilers, boiler management and communication systems, chillers and all air moving devices. JCI will provide and install Direct Digital controllers and control panels, sensors, transmitters, and associated drawings diagrammatic.

The BAS will be capable of total integration of the building infrastructure systems with user access to all system data either locally over a secure Intranet within the building or by remote access by a standard Web Browser over the Internet. This will include HVAC control, energy management, alarm monitoring, and all trending, reporting and maintenance management functions related to normal building operations. Additional coordination time, setpoint testing, and equipment functional testing and materials will also be provided.

- System will interface with existing pneumatic actuators
- System will be remotely accessible by Facilities staff
- JCI will perform inspection of existing control valves
- System will also be interfaced with the new chiller and chilled water system and boilers and hot water system
- Test and balance of air side system
- Test and balance of water side system in boiler room

**BENEFITS:**

- Reduced electric and natural gas consumption
- Help facilities personnel efficiently identify and resolve mechanical problems
- Increased occupant comfort

**FIM#6: High Efficiency Motors**

**LOCATION:** Jorgenson, Fortin Center, Widenhouse, and Anderson Hall

**EXISTING CONDITION:**

Large motors are older motors or standard efficiency motors. These motors operate long hours and some 24 hours/day. Depending on horsepower, high efficiency motors operate from 1% to 10% more efficiently than standard motors. The savings are larger on smaller motors because the efficiency improvement is greater, and on motors that operate for long periods.

**SOLUTION:**

- JCI will provide and Install new premium efficiency electric motors on the following equipment
- Dispose of original motor

| Building | Location | HP | QTY. |
|---|---|---|---|
| Jorgenson | Basement<br>Hot water pump | 2 | 2 |
| Fortin Center | AHU #2 | 20 | 1 |
| Fortin Center | Roof Supply Air Fans<br>H&V 1, 2, 3, 4, 5, 6 | 5 | 6 |
| Fortin Center | Roof<br>Supply Air Fans H&V 7 | 7.5 | 1 |
| Fortin Center | Roof<br>Supply Air Fans H&V 8, 9 | 3 | 2 |
| Widenhouse | Basement<br>Heating hot water pump | 1.5 | 2 |
| Anderson Hall | Penthouse<br>Make up air unit supply fan motor | 1 HP (approximate, nameplate not available) | 1 |

**BENEFITS:**

- Reduced electric energy consumption

**FIM #10: Steam and Hot Water Pipe Insulation**

**EXISTING CONDITION:**

Steam and hot water pipes are exposed, some are painted over. Some of the pipes were measured at over 190F surface temperature and can poses danger when in contact with building occupants. OSHA requires all exposed steam and hot-water pipes within 7 feet of the floor or working platform or within 15 inches measured horizontally from stairways, ramps, or fixed ladders shall be covered with an insulating material, or guarded in such manner as to prevent contact.

**SCOPE OF WORK:**

Johnson Controls will provide and install pipe sleeve fiberglass insulation on exposed steam and hot water heating pipes in the occupied area and mechanical rooms of following buildings:

| Building | Approximate Length (sq.ft.) |
|---|---|
| • Losekamp | 1,900 |
| • Technology Hall | 1,450 |
| • Eaton Hall | 528 |
| • Tyler Hall | 575 |
| • Fortin Center | 90 |
| • Anderson Hall | 36 |
| • Widenhouse Hall | 252 |
| • Alden | 50 |

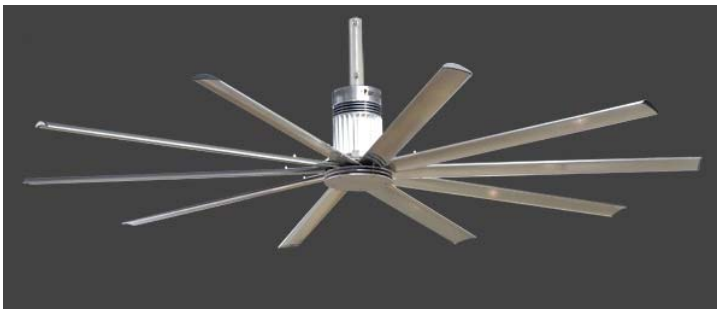
**BENEFITS:**

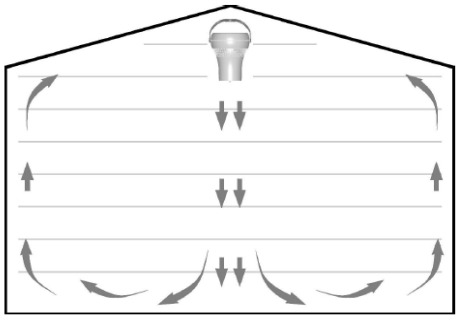
- Reduction in heat loss from piping
- Reduce overheating in Boiler room
- Reduce risk of injury (burns from exposed hot piping)

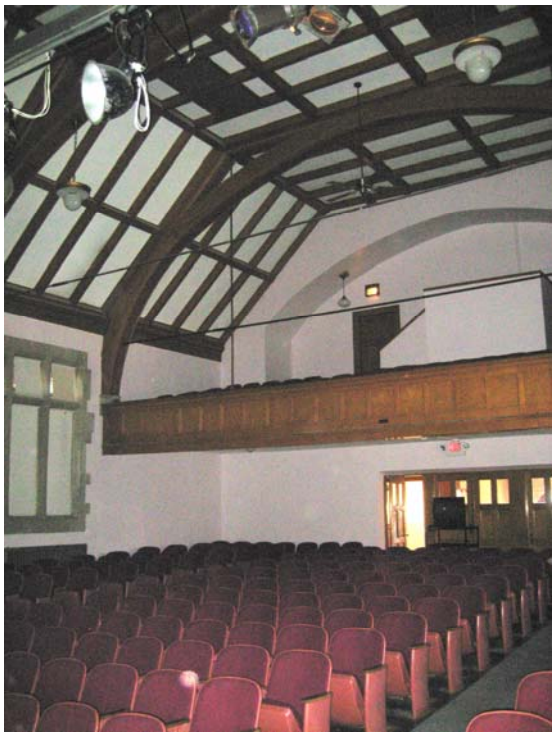
**FIM #11: Destratification Fan**

**LOCATION:** Losekamp, and Fortin Center

Many areas on campus (particularly the gymnasium) have very high ceilings. Warm air stratifies at the top increasing the heat transfer rate (heat loss) to the outside. The current ventilation systems serving most of these areas provide some circulation, but the addition of Thermal Equalizers would greatly reduce stratification. The addition of these fans will reduce the heat transfer rate through the roof by equalizing the temperature difference between the air at the floor and the air at the ceiling.







**EXISTING CONDITION:**

The ceiling over the Losekamp auditorium is vaulted and Fortin Center gym has limited insulation. Warm air stratifies at the top increasing the heat transfer rate (heat loss) to the outside. There are currently blade type destratification fans in Losekamp but they currently do not prevent stratification properly.

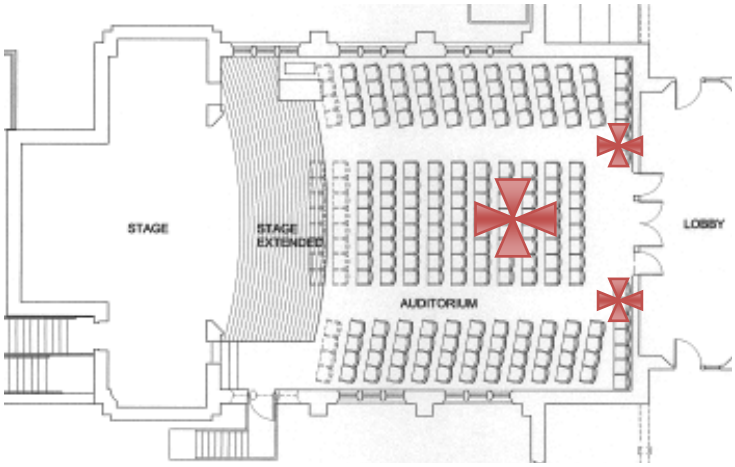
**SCOPE OF WORK:**

Fortin Center

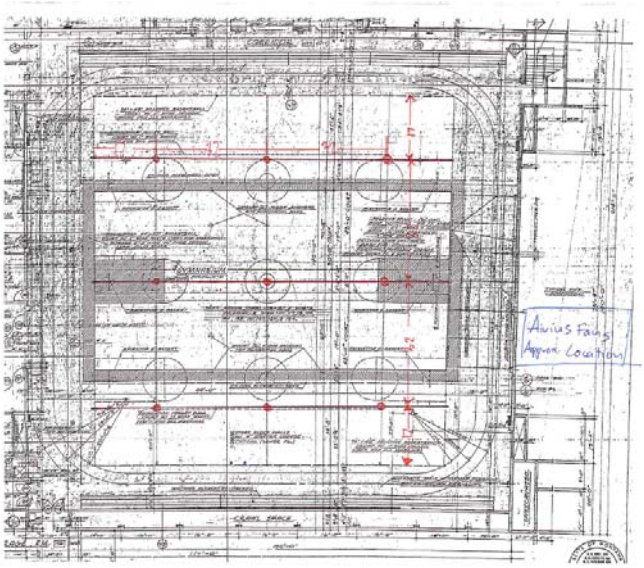
- Gymnasium (basketball court) approximately 9,500 sq.ft. with 30 ft from floor to fan discharge
- Install nine (9) Arius Model 25 Thermal Equalizer in the gymnasium area
- The intent is for these units to typically run 24/7 through heating season plus assist with ventilation during summer months
- Install one (1) remote switch (with lock-box) for control of all units

Losekamp

- Auditorium approximately 7,600 sq.ft. (area from edge of balcony to stage) with approximately 25 ft ceiling
- Install one (1) Big Ass Fan ISIS model IS10 fan with black or dark brown blades (exact color determined by RMC) in the middle of the auditorium ceiling
- The intent is for these units to typically run 24/7 through heating season plus assist with ventilation during summer months
- Install one (1) remote control panel (supplied with the unit) and lock box
- Relocate the existing fans to install side-by-side toward the balcony




**Losekamp Approximate Fan Locations**




**Fortin Center Destratification Fan Approximate Locations**

**BENEFITS:**

- Reduce the heat transfer rate through the roof by equalizing the temperature difference between the air at the floor and the air at the ceiling.

**FIM #12: High Efficiency Natural Gas DHW Boiler Anderson Hall**

**LOCATION:** Anderson Residence Hall

**EXISTING CONDITION:**

Anderson Hall domestic hot water heater, located in the penthouse, is original to the building over 40 years old. Despite outstanding maintenance effort by the college throughout the years, the boiler has well exceeded its useful life and can impose reliability problems. JCI will replace the existing domestic hot water boiler with new high efficiency condensing domestic hot water boiler.

**Scope of Work:**

- Remove and dispose the existing domestic hot water boiler in Anderson Hall penthouse
- Provide and install new condensing hot water boiler
- Use existing CW & HW piping, drain, and, Reuse existing shut off valves is possible. Replace if needed
- Insulate piping that was stripped for installation of new heater
- Provide new venting system. Reuse existing routing of existing water heater
- All asbestos abatement will be taken care of by Rocky Mountain College and is not part of the Johnson Controls scope of work

| Building | Existing DHW Boiler | Proposed DHW Boiler | Qty |
|---|---|---|---|
| Anderson Hall | Bryan CL-180 natural draft boiler<br><br>625MBH input<br><br>500 MBH output | Lochinvar AWN<br><br>600 MBH input or approved equal | 1 |

**BENEFITS:**

- Eliminates older equipment that requires increased maintenance and repair
- Increase system efficiency

**FIM #13-15: High Efficiency Hot Water Heating Boiler**

**LOCATION**: Anderson, Rocky Hall, and Jorgenson

**EXISTING CONDITION:**

Hot water boilers are original to the building. Majority of the college's hot water heating boilers are in original to the building. Many buildings have single boilers which are over 40 years old with no backup. This poses a risk to the building should these single boilers fail. JCI recommends replacing the existing boilers with new condensing boilers. Condensing boilers are more efficient and have smaller footprint.

**SOLUTION:**

| Building | Existing Water Heater | | Proposed Boiler(s) (or equivalent specifications) | |
|---|---|---|---|---|
| | Type | Qty | Type | Qty |
| Anderson | Bryant CL-180-ST (1969)<br>1,800,000 Btu/hr input;<br>1,440,000Btu/hr output | 1 | PK MACH C750 1 each<br>PK MACH C900 1 each | 2 |
| Jorgenson | Bryant L-40 (1963)<br>2,700,000 Btu/hr input<br>2,160,000 Btu/hr output | 1 | PK MACH C1500 1 each<br>PK Mach C750 1 each | 2 |
| Rocky Hall | Hart & Crouse G-945<br>945,000 Btu/hr input;<br>756,000 Btu/hr output | 1 | PK MACH C900 1 each | 1 |

- Replace all connected zone pumps
- Add expansion tank and air scoop if necessary
- Provide and install insulation of exposed new hot water pipes
- Water balance mechanical room system
- Anderson and Jorgenson buildings, install new piping, boiler staging, and additional pumps as needed to convert from one-boiler to two-boiler system

- Install manufactures boiler reset controller
- All asbestos abatement will be taken care of by Rocky Mountain College and is not part of the Johnson Controls scope of work.

**BENEFITS:**

- Removal of older, inefficient and out dated equipment
- Reduction in repairs
- Increase energy efficiency

**FIM #19: Fortin Center Mechanical Room Upgrade**

**LOCATION:** Fortin Center

**EXISTING CONDITION:**

The Fortin center boiler has a side-arm system used for domestic hot water generation. The boilers are over 40 years old and in poor condition. JCI will be replacing the boilers with a set of high efficiency boilers and installing a separate heat exchanger next to one of the new boilers and use hot water from the boiler for domestic hot water heating application.

**SCOPE OF WORK:**

- Replace existing Bryan (2) 5,400,000 Btu/hr input, 4,320,000 Btu/hr (1968) output hot water boiler with high efficiency boilers and replace existing Carrier Chiller with high efficiency air cooled chiller
    - Demolition of existing boilers, associated piping and chiller.
    - Installation of DDC control system.
    - System to interface with existing pneumatic actuators.
    - System to be remote accessible by Facilities staff.
    - Inspection of existing control valves and replacement as required.
    - Installation of new chiller system with remote evaporator and associated piping, pumps and air separator.
    - Installation of four high efficiency, condensing boilers along with their associated piping, pumps and air separator.
    - Installation of new heat exchanger for domestic hot water storage tank.
    - Test and balance of air side system.
    - Test and balance of water side system.
    - Ensure that the hot water system operate as intended
    - Ensure that the control system operates as intended
    - Remove existing boilers, chiller, and associated piping, ductworks, and debris

**BENEFITS:**

- Natural gas, electricity, and water savings

**NOTE:** All asbestos abatement will be handled by Rocky Mountain College and is not part of the Johnson Controls scope of work

**FIM #19: Liquid Pool Cover**

**LOCATION:** Fortin Center Pool

**EXISTING CONDITION:**

The pool currently has a manual pool cover, but it is in bad shape and not used. When a pool is not in use and not covered, water is evaporating into the air and heat is lost. As a result, energy is lost, the pool has very high humidity levels and building materials and equipment are deteriorating.

**SCOPE OF WORK:**

- Install a liquid type pool cover Heatsavr HS115 Automatic Metering System or equivalent
- Install an Automatic Metering System with time clock to automatically add the liquid pool cover daily
- Provide and install applicable supporting equipment as required by the Heatsavr system i.e. pump

**BENEFITS:**

- Reduction in heat loss from pool water
- Reduction in pool water evaporation (pool chemical savings)
- Reduce equipment and building materials deterioration

**FIM #20: Pool Temperature Reset**

**LOCATION:** Fortin Center Pool

**EXISTING CONDITION:**

The pool temperature currently maintained at 89˚F. The college maintains pool temperature at 89˚F year round. Federation Internationale de la Natation (International Swimming Pool Federation) requires swimming pool temperatures between 77-82˚F.

**SCOPE OF WORK:**

- Reduce pool temperature to 84˚F

**BENEFITS:**

- Reduction in heat loss from pool water

**FIM #21: Building Envelope Infiltration Reduction**

Air leakage is defined as the "uncontrolled migration of conditioned air through the building envelope". Caused by pressure differences due to wind, chimney (or stack) effect, and mechanical systems it has been shown to represent the single largest source of heat loss or gain through the building envelopes of nearly all types of buildings. Tests carried out by the National Research Council of Canada on High Rise Commercial and Residential Buildings, Schools, Supermarkets, and Houses have shown levels of 30 % to 50% of heat loss could be attributed to Air Leakage. Reports detailing this are available for perusal. Beyond representing potential for energy savings uncontrolled air leakage can affect thermal comfort of occupants, air quality through ingress of contaminants from outside and the imbalance of mechanical systems, and the structural integrity of the building envelope - through moisture migration. Control of air leakage involves the sealing of gaps, cracks and holes, using appropriate materials and systems, to create, if possible, a continuous plane of "air-tightness" to completely encompass the Building Envelope. Part of this process also incorporates the need to "decouple" floor - to - floor, and to "compartmentalize" components of the building in order to equalize pressure differences.

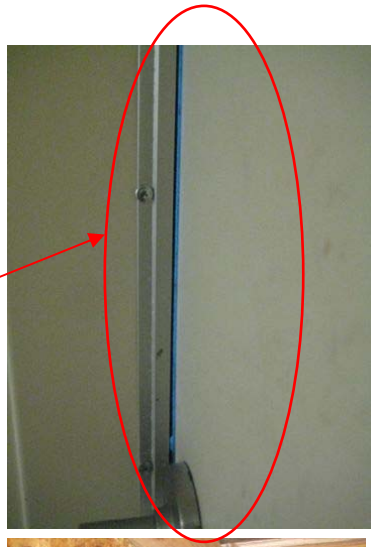
The buildings were inspected visually and using a smoke puffer to identify location and severity of air leakage paths.

**SCOPE OF WORK:**

**<u>Student Union</u>**

**Doors**

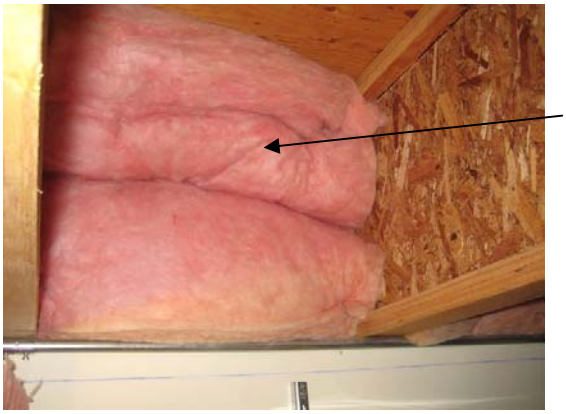
- Leakage identified around most doors
- Weather-strip doors indicated on floor plan (2 fin-seal) – **6**
- Weather-strip double door indicated on plan (4 fin-seal) **- 8**
- Weather-strip oversized door - **1**



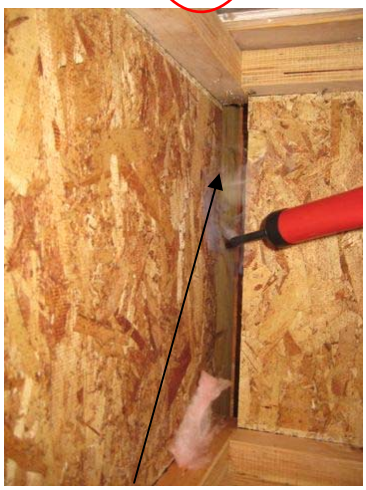
***Daylight visible around door***

**Roof/Wall Overhang**

- Leakage was detected around unsealed overhang roof joists on east side and some west sides of building
- Seal 1 ½" opening on either sides of OSB boards, as well as top and bottom lines with polyurethane spray foam as detailed on floor plan, or install vapor barrier and seal where necessary – **160'**



***No vapor barrier resulted in leakage***

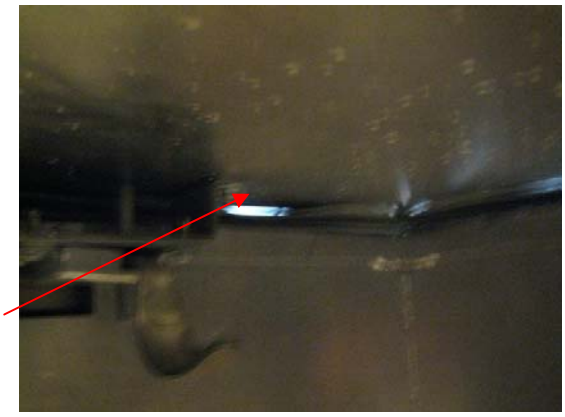


***Visible air movement***

**Roof**

- Seal perimeter of 10 roof top ventilators – **92'**
- Weather-strip roof hatch (DX1000) – **8'**

***Daylight around roof hatch***



**<u>Library</u>**

**Doors**

- Leakage was detected around most doors
- Weather-strip doors detailed on floor plan, noting that most doors require a thicker fin-seal (7524-270) – **3**
- Weather-strip oversized door with fin-seal – **1**

**Windows**

- Leakage identified at bottom perimeter of windows of front entrance as a result of large gap
- Seal bottom line of both windows of entrance way as marked on plan – **10'**

**Roof**

- Daylight visible around roof hatch
- Weather-strip hatch – **8'**

**<u>Tech Hall</u>**

**Doors**

- Leakage identified around most doors
- Weather-strip doors detailed on 1st & 2nd floor plan – **5**

**Overhead Doors**

- Daylight visible around doors
- Weather-strip top and sides only because concrete surface on bottom uneven and will not result and proper seal – **28'**

**Mechanical Room**

- Weather-strip hallway door as marked on 1st floor plan – **1**

**Windows**

- Leakage detected around single glazed windows of 1st floor shop areas

- Cover all 36 window listed below with double-walled polycarbonate sheets from interior and seal into place;
  - 24 windows @ 36”x60” – **360 ft$^2$**
  - 12 windows @ 16”x48” – **72 ft$^2$**

**Attic Areas**

a) Knee Wall Areas

- There is currently no insulation in the open wall cavities of the 3rd floor knee walls
- Insulate exposed wall cavities with R12 glass fiber batting (180’ x5’) -**900 ft$^2$**
- Create access to knee wall areas and re-seal when insulating completed - **2**
- Seal off air leakage points into unconditioned knee wall areas with polyurethane foam (penetrations into interior walls and floor)- **2 ft$^2$**
- Weather-strip access doors to knee wall areas – **3**

b) Wall & Ceiling Insulation & Air Barrier

- Significant breaches in air and insulation barrier were noted west side of 3rd floor attic areas between Area A & B (refer to 3rd floor plan
- Complete insulating wall that separates unconditioned Area A and conditioned Area B, including permanently sealing off doorways, as detailed on floor plan - **150 ft$^2$**
- Re-install fallen glass fiber batting in cathedral ceiling in Area B - **50 ft$^2$**

***Black vapor barrier over wall separating Area A & B***

**Widenhouse**

**Doors**

- Leakage detected at center and bottoms of main entrance doors
- Weather-strip bottoms and/or adjust center of doors marked on floor plan – **4**
- Weather-strip all sides of door marked on floor plan – **1**

**Boiler Room**

- Weather-strip hallway door – **1**
- Seal pipe penetration – **1**
- Seal roof/wall intersection on north wall as detailed on plan – **20'**

**Anderson Hall**

**Doors**

- Daylight visible around most exterior doors
- Weather-strip doors detailed on floor plans, including balcony doors on 2nd floor – **10**

**Mechanical Room (3rd floor)**

- Weather-strip hallway door
- Stuff & seal large pipe chase in floor -**4'x1'**

**Prescott Hall**

**Doors**

- Leakage identified with exterior doors, although primarily with centers and bottoms
- Weather-strip only center and bottom of doors marked on floor plan -**8**
- Weather-strip all sides of door on plan - **1**

**Attics**

- Daylight visible around older wood windows in conditioned upper attic
- Seal 3 windows shut -**36'**

- Daylight visible around chimney of lower vestibule attic
- Seal ½" gap around chimney as shown on floor plan– **3'**

**Losekamp Hall**

**Doors**

- Significant leakage detected around doors
- Some doors have fin-seal type weather-strip
- Weather-strip doors detailed on basement, 1st, 2nd & 3rd floor plans – **8**
- Seal perimeter of front entry system – **24'**

**Windows**

- Leakage identified with fixed and operable windows through-out building
- Weather-strip and seal windows listed below;
  - i. Basement: Wood Windows
    - Seal 33 wood windows shut (2'x4') – **396'**
  - ii. 1st & 2nd Floors: Wooden Casement Windows with Aluminum Storms
    - Weather-strip 34 casement windows with low-profile DX (2'x7') – **612'**
    - Seal perimeter of 34 windows (2'x7') – **612'**

- Seal 7 wood windows shut (2'x2') – **56'**

iii. 3rd Floor Wood Casement Windows

- Weather-strip 13 windows with low-profile DX (2'x4') – **156'**

***Casement windows to be weather-stripped***

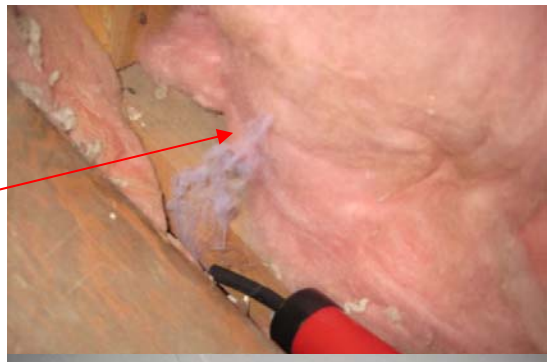
**Attic**

a) Door

- Weather-strip hallway door - **1**

b) Open Wall Cavities

- Air flow evident at top of open cavities at interior walls of attic
- Seal open wall cavities (3 ½" wide) from within attic as detailed on floor plan – **50'**



c) Ceiling Paneling

- Fiber board wall and ceiling paneling joints showed signs of leakage into attic
- Seal all seams of paneling in 3rd floor hallway and west rooms – **1036'**

**Roof/Wall Intersection & Duct**

- Leakage detected at both roof/wall and perimeter of duct above side entrance
- Seal roof/wall and perimeter of duct above side entrance as detailed on floor plan – **18'**

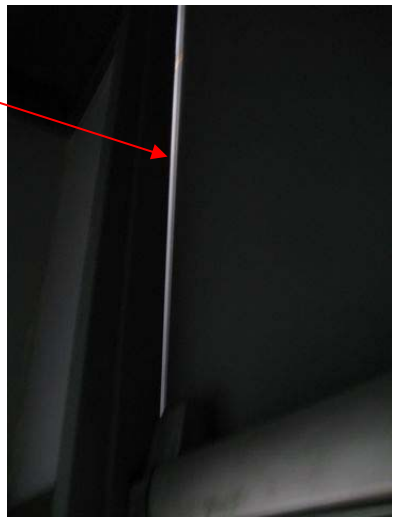
**Boiler Room**

- Weather-strip hallway door - **1**
- Seal pipe penetrations – **6**
- Seal roof/wall intersection, drywall to cinder block – **40'**

**<u>Alden Hall</u>**

**Doors**

- Leakage identified with lost doors thru-out building
- Weather-strip doors marked on basement, 1st and 2nd floors – **7**



**Windows**

- Leakage detected with front entrance windows
- Seal both interior windows to frames – **20'**
- Seal perimeter of both windows – **24'**

**Boiler Room**

- Weather-strip hallway door **– 1**
- Seal pipe penetrations in drywall - **16**

**<u>Rocky Hall</u>**

**Doors**

- Leakage noted on all doors
- Weather-strip all exterior doors – **7**

**Windows**

- Air leakage apparent with fixed/hopper windows
- Seal perimeter of 23 windows through-out building – **276'**
- Weather-strip hopper 23 window with fin-seal 7611-187 – **239'**

**A/C Units**

- Gaps around units and plywood frames allowed for air leakage
- Seal perimeter of units and plywood (7 @ 16'/unit) – **112'**

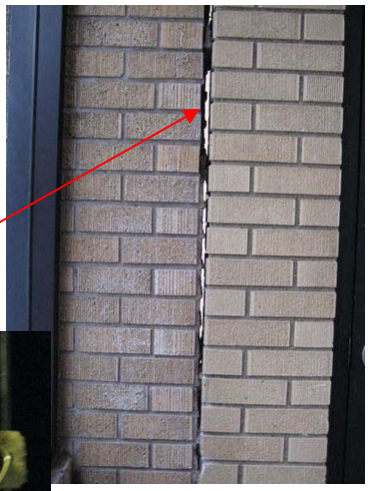
**Attic Space**

- Seal 5 large holes in drywall between conditioned and unconditioned attic space – **5 ft$^2$**
- Seal pipe penetrations through drywall **– 3**
- Seal pipe penetration in ceiling – **1**
- Seal chimney penetrations in ceiling - **1**

**Fortin Center**

**Doors**

- Significant leakage a result of large gaps around doors
- Weather-strip doors indicated on floor plan -**18**

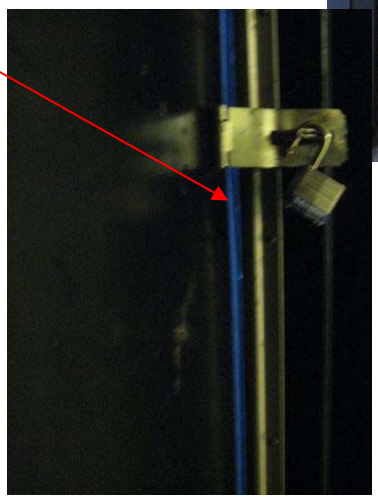


**Front Vestibule**

- Large vertical cracks in wall corners allowed for excessive leakage
- Seal ¼”-1” wide gaps on 2 corners as marked on plans – **16’**

**Roof**

- Daylight visible around roof doors
- Weather-strip roof doors – **8**
- Seal perimeter of roof top ventilator - **1**



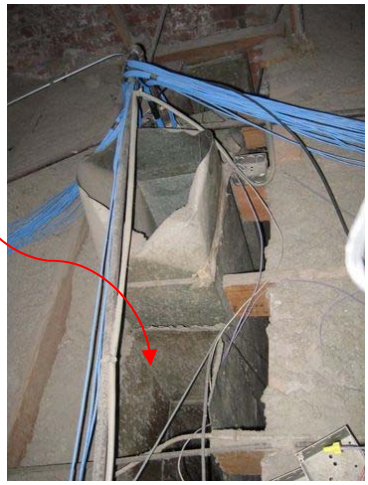
**Eaton Hall**

**Doors**

- Leakage noted around front doors
- Weather-strip front doors – **2**

**Shafts**

- Five shafts, all 3 stories high, lead to and are open into attic
- Seal top opening of all 5 shafts at attic floor (4 @ 5’x2’, 1 @ 8”x3”) – **40 ft$^2$ for 5 shafts**



**Boiler Room**

- Weather-strip hallway door – **1**
- Seal roof/wall intersection (1/4” gap) -**16’**
- Seal vertical wall corner cracks as detailed on floor plan – **16’**

**Jorgenson Hall**

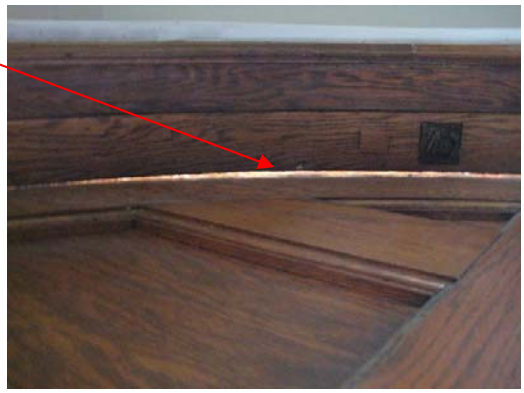
**Boiler Room**

- Weather-strip hallway doors – **2**
- Seal pipe penetrations in walls and ceiling – **12**

**Tyler Hall**

**Doors**

- Leakage identified around all exterior doors
- Original oak front doors are curved and have no existing weather-strip
- Weather-strip doors marked on basement plan - **3**
- Weather-strip curved front doors – **2**



**Attic/Storage Space**

- Third floor storage room leads to attic and un-insulated roof
- Weather-strip hallway door – **1**

**Custodial Closet**

- Third floor custodial closet ceiling has leakage points to attic above
- Seal ceiling/wall gaps as detailed on floor plan – **16'**
- Seal perimeter of plumbing stack -**1**

**Boiler Room**

- Weather-strip very leaky hallway door – **1**
- Seal pipe penetrations – **12**
- Seal large pipe penetrations - **4**

**EMPLOYMENT PREFERENCE AND PREVAILING WAGE AGREEMENT**

This Agreement is made and entered into as of the 31st day of March, 2011, between CITY OF BILLINGS, MONTANA (the "City") and ROCKY MOUNTAIN COLLEGE, a nonprofit corporation organized and existing under the laws of the State of Montana (the "Borrower").

The Borrower, in consideration of the issuance by the City of its Higher Education Revenue Note (Rocky Mountain College Energy Performance Project), Series 2011 (the "Note"), to finance all or a portion of the costs of acquisition, construction and installation of energy efficiency improvements to various buildings and facilities located on the Rocky Mountain College campus (the "Project"), located at 1511 Poly Drive in Billings, Montana, hereby covenants with the City as follows:

Section 1. Definitions. Terms used with initial capital letters but undefined herein shall have the meanings given them in the Loan Agreement, of even date herewith, between the City and the Borrower, relating to the Note, unless the context hereof clearly requires otherwise.

Section 2. Employment Preference. Pursuant to Montana Code Annotated, Section 90-5-114, all contracts to construct a project financed under the Act must require all contractors to give preference to the employment of bona fide Montana residents, as defined in Montana Code Annotated, Section 18-2-401, in the performance of the work on the project if their qualifications are substantially equal to those of nonresidents. "Substantially equal qualifications" means the qualifications of two or more persons among whom the employer cannot make a reasonable determination that the qualifications held by one person are significantly better suited for the position than the qualifications held by the other person or persons.

The Borrower covenants and agrees that any existing contracts for such construction contain provisions requiring, and any such future contracts will contain provisions that require, the contractors to give preference in employment as required by Section 90-5-114.

Section 3. Prevailing Wage. The Borrower covenants and agrees that, to the extent required by Montana Code Annotated, Section 90-5-114, any contract let for the Project will contain a provision that requires the contractor to pay the standard prevailing wage rate in effect and applicable to the district in which the work is being performed unless the contractor performing the work has entered into a collective bargaining agreement covering the work to be performed.

Section 4. Counterparts. This Agreement may be executed in counterparts, all of which, when taken together, shall constitute one and the same agreement.

*[Balance of page intentionally left blank]*

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name and the Borrower has caused this Agreement to be executed in its name all as of the date first above written.

CITY OF BILLINGS, MONTANA

By _____
Mayor

By _____
Financial Services Manager

Attest: _____
City Clerk

(SEAL)

ROCKY MOUNTAIN COLLEGE

_____
Name: Michael Mace
Title: President

_____
Name: Carol Jensen
Title: Chief Financial Officer

# ASSIGNMENT OF LOAN AGREEMENT

WHEREAS, the City of Billings, Montana, a political subdivision of the State of Montana (hereinafter referred to as the "City"), has issued and delivered its Higher Education Revenue Note (Rocky Mountain College Energy Performance Project), Series 2011 (the "Note"), of even date herewith, in favor of PNC Equipment Finance, LLC of Columbus, Ohio (hereinafter referred to as the "Lender"), in the principal amount of $2,610,868; and

WHEREAS, the City has entered into a Loan Agreement (hereinafter referred to as the "Loan Agreement") with Rocky Mountain College, a Montana nonprofit corporation (hereinafter referred to as the "Borrower"), of even date herewith, under the terms of which the City will loan the proceeds of the Note to the Borrower and the Borrower will agree to repay the loan upon the terms set forth therein; and the City has entered into an Escrow Agreement (hereinafter referred to as the "Escrow Agreement") with the Borrower and the Lender, of even date herewith, under the terms of which the Lender will disburse the proceeds of the Note to or on behalf of the Borrower upon the terms and conditions set forth therein; and

WHEREAS, the City is desirous of further securing the Note issued to the Lender, and of inducing the Lender to advance funds thereon to the Borrower as provided in the Disbursing Agreement.

NOW, THEREFORE, in order to induce the Lender to purchase the Note and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City does hereby grant a security interest in and sell, assign and transfer unto the Lender the City's entire interest in the Loan Agreement, together with all rights and interest thereunder, including, but not limited to, the City's right to receive loan repayments (except the City's right to payment under Section 3.03(2) and (3) thereof, to indemnification under Section 4.02 thereof and to attorneys' fees and expenses under Section 6.06 thereof). Subject to the terms and conditions of the Loan Agreement and the limitations of Montana Code Annotated, Title 90, Chapter 5, Part 1, as amended, the City covenants with the Lender that the City has good right to assign and transfer the Loan Agreement in the manner and form aforesaid and that its interest is free and clear of all charges and encumbrances. From and after the date hereof, subject to the exceptions set forth in this paragraph, references in the Loan Agreement to the "City" shall be to the "Lender."

IN WITNESS WHEREOF, the City and the Lender have hereunto executed this instrument as of this 31st day of March, 2011.

CITY OF BILLINGS, MONTANA

By _____
Mayor

By _____
Financial Services Manager

Attest: _____
City Clerk

We have accepted the foregoing Assignment of Loan Agreement this 31st day of March, 2011.

PNC EQUIPMENT FINANCE, LLC

_____

Name:
Title: