

CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

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

AGENDA

COUNCIL CHAMBERS

April 11, 2011

6:30 P.M.

CALL TO ORDER – Mayor Hanel

PLEDGE OF ALLEGIANCE – Mayor Hanel

INVOCATION – Councilmember McCall

ROLL CALL

MINUTES: March 28, 2011

COURTESIES

PROCLAMATIONS:

- Fair Housing Month, April 2011
- National Library Week, April 11 - April 17, 2011

ADMINISTRATOR REPORTS - TINA VOLEK

PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: 1 and 2 ONLY. Speaker sign-in required. (Comments offered here are limited to one (1) minute. 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) (Delayed from 3/28/11) Recommend Motor Power; \$114,722.
 2. **W.O. 10-17, Billings Waste Water Treatment Plant - Natural Gas Line Replacement.** (Opened 3/29/11) Recommend Montana Dakota Utilities; \$102,932.
 3. **W.O. 11-04, 2011 ADA Accessibility Ramps.** (Opened 3/29/11) Recommend CMG Construction; \$317,407.
 4. **Taxiway G Relocation and Runway Overlay Project.** (Opened 3/29/11) Recommend postponement of bid award until April 25, 2011.
 5. **Structural Repairs to Park II Parking Garage.** (Opened 4/5/2011) Recommend delay of award until April 25, 2011.
- B. Approval** of new Commercial Terminal Building Lease with Frontier Airlines, Inc.; 3/1/2011 - 2/29/2012 with automatic annual renewals; Revenue first year - \$7,482.72.
- C. Approval** of 10-year lease renewal with State of Montana DNRC for Airport Buffer Zone. (3/1/2011-2/28/2021); annual rent first five years - \$20,000.
- D. Approval** of new lease agreement with Tami Kelling dba Downtown Subs to include additional storage space (3-year lease with two, one-year renewal options). Revenue first year - \$13,692; Revenue second and third years - \$13,855.
- E. Acceptance** of YMCA proposal to pay off combined principal balance on two delinquent Revolving Fund loans totaling \$269,109; and write-off accrued interest totaling \$138,941.
- F. Revolving Fund Loan** to Billings Depot, Inc. to purchase lease of parking lot on Montana Avenue west of Depot property from Computers Unlimited; not to exceed \$45,500.
- G. Street Closures:**
1. **Cinco de Mayo Celebration.** May 7, 2011; 10 a.m. to 8:00 p.m.; North 26th Street between Montana Avenue and 1st Avenue North.
- H. Approval and acceptance** of 2011 ConocoPhillips Company grant; \$6,000 to the Police Department; \$6,000 to the Fire Department.
- I. Acceptance of Sponsorships** for Infill Policy Workshop, April 26 & 27, 2011. Billings Home Builders Association - \$1,500; Billings Association of Realtors - \$2,500; Sanderson Stewart - \$800; Cole Law Firm - \$500; Montana Association of Planners - \$500; Healthy By Design - \$1,000.

- J. **Second/Final Reading Ordinance for Zone Change #873:** A zone change 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.
- K. **Amended Plat of Midland Subdivision, 3rd Filing, Block 3, Amended Lot 5-A,** generally located west of South 24th Street West, south of King Avenue West.
- L. **Bills and Payroll:**
 - 1. **March 11, 2011**
 - 2. **March 18, 2011**

REGULAR AGENDA:

- 2. **Park V Garage**
 - A. **Purchase Agreement with Alley Cat Investments, LLC for Lots 1-7, Block 109, Original Town of Billings.** Downtown Billings Partnership Board of Directors recommends approval. (Action: approval or disapproval of Downtown Billings Partnership Board of Directors' recommendation).
 - B. **Purchase Agreement with Zootist Garage, LLC for Lots 8-12, Block 109, Original Town of Billings.** Downtown Billings Partnership Board of Directors recommends approval. (Action: approval or disapproval of Downtown Billings Partnership Board of Directors' recommendation).
 - C. **Development Agreement with Zootist Hotel.** Downtown Billings Partnership Board of Directors recommends approval. (Action: approval or disapproval of Downtown Billings Partnership Board of Directors' recommendation.)

PUBLIC COMMENT on Non-Agenda Items -- Speaker Sign-in required. *(Comments offered here are limited to three (3) minutes and are restricted to ONLY items not on this printed agenda. Please sign up on the clipboard located at the podium.)*

COUNCIL INITIATIVES

ADJOURN

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

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

Regular City Council Meeting

Date: 04/11/2011

TITLE: 2011 Aerial Truck Bid Award

PRESENTED BY: David Mumford

Department: Public Works

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. The City Council authorized replacing the existing truck in the Equipment Replacement Plan (ERP) and the FY 2011 budget. The new vehicle will have a 5 year warranty that is included with the bid price.

ALTERNATIVES ANALYZED

The City Council may:

- Approve purchasing the Aerial Truck from Motor Power in the amount of \$112,582.00 with trade in value of \$10,000.00 and a 5 year warranty cost of \$2,140.00; or
- Reject all bids and not award the purchase of the Aerial Truck.

FINANCIAL IMPACT

Vendor	Bid	Trade-In	Warranty	Net Bid
Motor Power	\$122,582	\$10,000	\$2,140	\$114,722
I-State	\$124,603	\$5,000	\$1,625	\$121,228
Altec	No Bid			

RECOMMENDATION

Staff recommends that the City Council approve purchasing an Aerial Truck from Motor Power for the net amount of \$114,722.00, including trading the existing truck and a 5 year warranty.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Date: 04/11/2011

TITLE: W.O. 10-17 Billings WWTP - Natural Gas Line Replacement Bid Award

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

On March 29, 2011, the City received bids for W.O. 10-17, Billings WWTP - Natural Gas Line Replacement. The project consists of replacing the existing underground steel natural gas lines with high density polyethylene (HDPE) pipe within the Wastewater Treatment Plant property.

ALTERNATIVES ANALYZED

The Council may:

- Award the contract for W.O. 10-17 to Montana Dakota Utilities (MDU) in the amount of \$102,932.00; or
- Reject all bids and do not award a contract for W.O. 10-17.

FINANCIAL IMPACT

The City received one bid for this project as follows:

Engineer's Estimate \$106,220.00

Contractor	Base Bid
Montana Dakota Utilities	\$102,932.00

This project will be funded through wastewater funds.

RECOMMENDATION

Staff recommends that Council award the bid for Work Order 10-17 Billings Waste Water Treatment Plant - Natural Gas Line Replacement to Montana Dakota Utilities in the amount of \$102,932.00.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Date: 04/11/2011

TITLE: WO 11-04 2011 ADA Ramps

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Bids were received and evaluated for the 2011 ADA Ramps on March 29, 2011. This project will construct Accessibility Ramps on Rimrock Road, Central Avenue, 17th Street West, and along some corners on the western edge of downtown. Per the agreement between the U.S. Department of Justice and the City Of Billings, the City is required to construct accessibility ramps on all streets that have been reconstructed or overlaid since 1992. This project has \$350,000 of gas tax funds available for FY2011.

ALTERNATIVES ANALYZED

The Council may:

- Award WO 11-04 2011 ADA Ramps to CMG Construction in the amount of \$317,407.00; or
- Do not award WO 11-04.

FINANCIAL IMPACT

Funding for Work Order 11-04, 2011 ADA Ramps, will be provided from Gas Tax. Three bids were recieved for this project.

WO 11-04 2011 Accessibility Ramps

Contractor	Bid Amount
Engineer's Estimate	\$326,460.50
CMG Construction	\$317,407.00
HL Ostermiller	\$329,558.50
J & J Concrete	\$365,180.00

RECOMMENDATION

Staff recommends that Council approve the construction contract for Work Order 11-04, 2011 ADA Ramps, with CMG Construction in the amount of \$317,407.00.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Date: 04/11/2011

TITLE: Delay Award of Taxiway G Relocation and Runway Overlay Project for Billings Logan International Airport

PRESENTED BY: Tom Binford

Department: Airport

Information

PROBLEM/ISSUE STATEMENT

The Airport's approved Capital Improvement Program includes projects for the Relocation of Taxiway G and the Overlay of 2,000 feet at the end of Runway 10L. The existing Taxiway G is actually a portion of the decommissioned Runway 16/34 and is not perpendicular to our main Runway 10L/28R, which makes exiting the runway onto existing Taxiway G difficult for aircraft landing from the east. Additionally, the south end of this taxiway is part of an intersection formed by Taxiway G, Taxiway A, and Runway 7/25. This intersection has been noted by the Federal Aviation Administration's (FAA) Runway Safety Action Team as a dangerous intersection and recommended Taxiway G be relocated. The new Taxiway G will be constructed to the west of existing Taxiway G, out of the intersection of Taxiway A and Runway 7/25, and will be perpendicular to Runway 10L/28R. If funding is available, the project will also include repaving the west 2,000 feet of Runway 10L and the installation of the FAA required surface painted Hold Sign markings for the asphalt taxiways. The funding for the runway overlay and painting projects are dependent on Congress authorizing additional Airport Improvement Program (AIP) grant funds by either finalizing a FAA funding bill or by passing additional continuing resolutions which allow additional grant funds to be released.

This project was advertised in the *Billings Times* on March 10, 17, and 24, and posted on the City's Web site, and bids were received on March 29, 2011. Staff would like to postpone the award of the contract from the April 11, 2011 meeting until the April 25, 2011 City Council meeting to allow additional time to review the bids received and to review the Federal funding available for these projects.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the postponement of the award for the Taxiway G Relocation and Runway Overlay projects from the April 11, 2011 City Council meeting until the April 23, 2011 City Council meeting; or
- Decline to approve the postponement of the award for the Taxiway G Relocation and Runway Overlay projects until the April 25, 2011 City Council meeting and reject all bids.

FINANCIAL IMPACT

The total cost of this project is estimated to be \$3,130,988. 95% of that amount would normally be from an FAA AIP entitlement grant and a 5% (\$156,550) local match. Local match funds are budgeted and available in the Airport's Capital account.

RECOMMENDATION

Staff recommends that the City Council postpone the approval of the award of the AIP funded Taxiway G Relocation and Runway Overlay projects from the April 11, 2011 City Council meeting until the April 25, 2011 City Council meeting, providing staff additional time to review the bids and Federal funding available for these projects.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Date: 04/11/2011

TITLE: Delay Contract Award for Structural Repairs to Park II parking garage

PRESENTED BY: Chris Mallow, Parking Supervisor

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Bids were received on April 5th, 2011, for various structural repairs to the Park II parking garage. Staff will review bids for accuracy and compliance but cannot complete the review in time to make a recommendation at this Council meeting. Staff will present the recommendation at the April 25th, 2011, City Council meeting.

ALTERNATIVES ANALYZED

City Council can take the following action:

1. Delay bid award until April 25th, 2011, City Council meeting
2. Reject all bids and cancel the project

FINANCIAL IMPACT

The total cost of the project will be funded through Parking Division reserve funds. This project was not budgeted in FY11 but Parking will not request a budget amendment and will absorb the cost of this project by deferring other maintenance projects.

RECOMMENDATION

Staff recommends that Council delay awarding a contract for various structural repairs for the Park II parking garage until the April 25th, 2011, City Council Meeting.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Date: 04/11/2011

TITLE: Commercial Terminal Building Lease for Office Space for Frontier Airlines, Inc.

PRESENTED BY: Tom Binford

Department: Airport

Information

PROBLEM/ISSUE STATEMENT

Frontier Airlines, Inc. currently contracts with Horizon Air to handle its counter and ground operations, and therefore does not have any leased operational space, but is charged for its use of the common-use areas like baggage claim, and office space for its local manager. In July 2004, staff and Frontier representatives identified and agreed to use an airline freight office on the west end of the Terminal Building near the baggage claim area for the local manager's office space. Frontier subsequently leased 131 square feet of office space. The Airport is underway with the construction of a fifth car rental counter in the Terminal Building, which necessitates relocating Frontier's office space from the baggage claim area. Staff has worked with Frontier to identify office space on the second floor of the Terminal Building that would be suitable for Frontier's needs. This new Lease is for Room 223, which contains 165 square feet of office space, and provides for a one-year term with automatic annual renewals. The Lease term will commence March 1, 2011 and terminate on February 29, 2012.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the new Commercial Terminal Building Lease with Frontier Airlines, Inc.; or
- Not approve the new Commercial Terminal Building Lease with Frontier Airlines, Inc.

FINANCIAL IMPACT

This Lease will generate approximately \$7,482.72 of Terminal Building rentals in the first year of the Lease. If this Lease renews for subsequent years, the current rate will be adjusted with all other airline Terminal rental rates, which are recalculated each Spring and take effect each July 1.

RECOMMENDATION

Staff recommends that the City Council approve the new Commercial Terminal Building Lease with Frontier Airlines, Inc. for 165 square feet of office space.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Date: 04/11/2011

TITLE: Lease Renewal of State Land for Airport Buffer Zone

PRESENTED BY: Tom Binford

Department: Airport

Information

PROBLEM/ISSUE STATEMENT

This is a renewal of a land Lease from the State of Montana Department of Natural Resources and Conservation (DNRC). The 200 acres of land are located in an area near the approach end of the Airport's primary Runway 10L/28R, on the north side of the Airport's property.

This parcel encompasses a portion of the extended safety area and clear zone, and is a part of the FAA Part 150 Noise Mitigation Program. While this leasehold is raw undeveloped land, the Airport has always maintained control of the property as a future protection against development in this area since it is a high noise area as identified in the Part 150 Noise Study. With State land, a lessee of that land can request that the land being leased be considered by the Land Board to be put up for sale through an auction process. The lessee must then bid to get control of the land that they had previous control over through the lease. This is a process that the Airport is considering very carefully, mainly because the lease rate went from \$2,000 to \$20,000 over the past five years. If the Airport were to give up the Lease and at some time in the future it was sold by the State and subsequently developed, due to the close proximity to the end of our main runway, the Airport would likely have noise mitigation issues to deal with, which can be very time consuming and costly. Subsequently, as long as the Airport can afford the Lease payments, it should control the property, at least until the time when aircraft are virtually silent.

The previous 10-year Lease was approved by the City Council on May 14, 2001 for a term that began on March 1, 2001 and expired on February 28, 2011. The new Lease term begins March 1, 2011 and expires on February 28, 2021. The Airport has leased this property for approximately 30 years.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the renewal of the 10-year Lease with the State of Montana for the Airport's Buffer Zone; or
- Not approve the renewal of the 10-year Lease with the State of Montana for the Airport's Buffer Zone and risk having noise mitigation issues in the future as discussed above.

FINANCIAL IMPACT

The rental amount is \$20,000 per year for the first five years. The rental amount will be reviewed at the end of the first five-year period, and may be adjusted by the DNRC to secure a fair return to the State.

RECOMMENDATION

Staff recommends the City Council approve the renewal of a 10-year Lease with the State of Montana DNRC for State-owned property that borders the Airport on the north side, and is a part of the Airport's Buffer Zone.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Date: 04/11/2011

TITLE: New Lease Agreement for Tami Kelling, DBA Downtown Subs

PRESENTED BY: Chris Mallow -- Parking Supervisor

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The ground level of the Park 1 garage has six tenants that lease retail/office space. This space, located at 224 N. 29th Street, is currently occupied by Tami Kelling, DBA Downtown Subs. Tami's lease was approved by City Council on August 24th, 2009, for three years with two one-year options to renew.

Ms. Kelling approached the Parking Division about expanding her leased space, in the form of a storage room. The Parking Division completed construction of the storage area in March 2011. This lease will supersede and revoke all previous agreement between the parties and all previous agreements between the parties are declared null and void and inapplicable.

The Council is being asked to approve a new lease agreement, including the extra square footage for the storage room, with Tami Kelling, DBA Downtown Subs, for three years with two one-year options to renew. The company will use this space as a retail sandwich restaurant.

ALTERNATIVES ANALYZED

Staff has analyzed the following alternatives: (1) approve the new lease with Tami Kelling, DBA Downtown Subs; (2) leave existing lease in place and not charge her for the storage room footage; or, (3) cancel all leases and seek a new tenant.

FINANCIAL IMPACT

The revenues are projected in the FY 2011 budget. The retail space consists of 1,630 square feet; originally 1500 square feet before construction of the storage room. Revenue for the first year will be \$13,692.00 (1,630 square feet x \$8.40). Revenue for the second and third year will be \$13,855.00 (1630 square feet x \$8.50). If tenant exercises the two one-year options to renew, the fourth and fifth year revenues will be \$14,181.00 (1,630 square feet x \$8.70).

RECOMMENDATION

Staff recommends Council approval of the new lease agreement in Park 1 Garage with Tami Kelling, DBA Downtown Subs.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Date: 04/11/2011

TITLE: YMCA Proposal to Pay Principal Only on Two Outstanding Revolving Loans

PRESENTED BY: Patrick M. Weber, Financial Services Manager

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

City Council approved two loans for the YMCA. The first loan was approved on 03/27/96 in the amount of \$157,000 with a maturity date of 04/01/08. The second loan was approved on 09/01/00 in the amount of \$250,000 with a maturity date of 09/01/05. The two loans are delinquent with a combined Principal balance of \$269,109 and accrued interest of \$138,941.

The YMCA has submitted a proposal to the Revolving Loan Fund Committee requesting that the accrued interest be written off and remaining Principal be paid in full. The committee voted by phone to recommend that the City Council accept the YMCA's proposal.

ALTERNATIVES ANALYZED

Accept the YMCA offer and retire the outstanding debt or don't accept the YMCA proposal and risk never getting any settlement on the loans.

FINANCIAL IMPACT

The \$269,109 would become available for future loans in downtown. Writing off the accrued interest would not have any adverse affects on the Revolving Loan Fund.

RECOMMENDATION

The Revolving Loan Fund Committee and staff recommend accepting the YMCA offer to pay the \$269,109 principal balance and write off of the accrued interest.

APPROVED BY CITY ADMINISTRATOR

Attachments

YMCA Proposal

Billings Family YMCA

402 N 32nd St
Billings, MT 59101

City of Billings Proposal

RECEIVED MAR 22 2011

Friday, March 18, 2011

Billings Family YMCA Mission

The Billings Family YMCA has a long history of serving children and families throughout the Billings area and Yellowstone County. Established in 1905, our not-for-profit organization has helped thousands of community members by nurturing the potential of kids, promoting healthy living and fostering a sense of social responsibility.

Our mission is to put Christian principles into practice through programs that build healthy spirit, mind and body for all. At the Y, strengthening community is our cause. Every day, we work side-by-side with our neighbors to make sure that everyone, regardless of age, income or background, has the opportunity to learn, grow and thrive.

As a leading nonprofit, we help people develop the skills and relationships they need to be healthy, confident and connected to others. Parents desire a safe environment in which children can learn practical and social skills and develop positive values. Kids want to exert energy, discover who they are and what they can achieve and be accepted among each other. Adults want to learn more, do more and live more healthily. We nurture life lessons in kids, foster health and well-being among people of any age, bring people together to pursue passions old and new, and provide mutual support for everyone in our neighborhoods.

The Y is here day in and day out to provide the resources needed by our communities to address the most pressing social issues – from childhood obesity to graduation rates. Through the support of our community, we empower every child, adult and family to achieve to be healthy, confident and connected. Together, we use our knowledge to develop stronger, more integrated communities, provide support for people and families, and promote positive change overall.

The YMCA is accessible to all people. Financial assistance is offered to individuals and families who cannot afford membership or program fees. At the Billings Family YMCA, we have made a pledge that no one is turned away from any of our programs or services because of an inability to pay. In 2009, the Billings Family YMCA provided more than \$250,000.00 in financial assistance for programs and memberships. And so far in 2010, the Billings Family YMCA has awarded over 750 scholarships to members of our community in need. Anyone interested in applying for financial or scholarship assistance can pick up a simple application at our membership desk.

Overview: The Billings YMCA seeks to settle the current debt obligations with the City of Billings. Settlement of the City of Billings debt will allow the Y to remove the loan default status. Without the default status the Y can apply for grants and other funding sources that are currently unavailable.

Accomplishments: The Billings YMCA has made tremendous strides in its recovery during the past four years. The key components for the recovery are as follows:

Profitability: Net income has increased 7% so far in 2011 over 2009-2010. Because of this increased income the Billings Y has an opportunity to settle the debt with the City of Billings.

Membership: The Billings YMCA business model is based on a strong membership philosophy. Membership has continued to increase significantly from 2009 to 2010. This increase has been accomplished through changes in the business model by increasing the quality and quantity of classes offered by the Billings YMCA.

Fiscal Control: The Billings Y has implemented better fiscal controls and has increased its overall operating efficiencies.

Leadership: The Billings Y hired Tina Postel as the new CEO and under her supervision has seen a revitalization that can be seen reverberating throughout the Y in its memberships and staff. Through this new leadership the Board of Directors are confident in the future of the Billings Family Y providing service to Billings and the greater Yellowstone Valley area.

Proposed Financing Summary:

City of Billings (6% Note)	\$198,794
City of Billings (3% Note)	\$ 70,315
Interest Payable – City of Billings	<u>\$138,941</u>
	\$408,050
Proposed write off by City of Billings	\$138,941
Settlement to City Of Billings	\$269,109 <i>ok</i>

Proposal: The Billings Family YMCA proposes to settle with the City of Billings for \$269,109. Although The Billings Y has made great financial strides in the last several years, it is not in a financial position to make additional payments above and beyond our current debt

Because time is of the essence we would like to have a response from the RLF Committee in time to have the proposal on the agenda for the City Council meeting on April 11, 2011

Respectfully submitted;



Greg Ando
Secretary/Treasurer
Billings Family YMCA

Regular City Council Meeting

Date: 04/11/2011

TITLE: Downtown Revolving Loan Fund Recommendations for Billings Depot, Inc.

PRESENTED BY: Patrick M. Weber

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Billings Depot, Inc. is requesting a loan from the Downtown Revolving Loan Fund for the purpose of purchasing the lease of the Depot west parking lot from Computers Unlimited. Mike Schaer of Computers Unlimited made improvements to the lot for approximately \$91,000 and the Depot Inc. issued him a lease for the parking lot that could be cancelled by repaying him for the improvements. The Billings Depot, Inc. will pay one half of the cost with cash and wishes to borrow the other half from the Revolving Loan Fund. That loan would be for \$45,500 at 5% interest for 98 months. The Depot Inc. borrowed from the revolving fund to finance the Depot Passenger Station restoration and the loan has a current balance of \$77,883. That loan has no collateral. The new loan will refinance the past loan and add the new amount to equal \$123,383. Billings Depot, Inc. intends to lease 30-40 spaces to Computers Unlimited and the remaining spaces to other parties. Those leases will be assigned to the loan fund as collateral. The existing loan is current and has not been delinquent in the last 24 months. The Downtown Revolving Loan Committee met on February 4, 2011, and voted to recommend the new loan to Billings Depot, Inc.

ALTERNATIVES ANALYZED

Council can either approve the loan to Billings Depot, Inc. or not approve the loan to Billings Depot, Inc.

FINANCIAL IMPACT

Subsequent to approval of this loan, the loan fund will have an available balance of approximately \$2,184,000. (\$3,200,000 fund total and \$1,016,000 outstanding)

RECOMMENDATION

The Downtown Revolving Loan Committee recommends that the City Council approve the loan to Billings Depot, Inc. for no more than \$45,500 and have the Mayor sign the lease agreement.

APPROVED BY CITY ADMINISTRATOR

Attachments

Collateral Security Agreement

Loan Terms

COLLATERAL SECURITY AGREEMENT FOR LEASE

THIS COLLATERAL SECURITY AGREEMENT ("**Agreement**") is dated as of the ____ day of _____ 2011 (the "**Effective Date**") between **BILLINGS DEPOT, INC.**, ("**Lessee**") whose address is 2310 Montana Avenue, Billings, MT 59101, and **THE CITY OF BILLINGS, a Montana Municipal Corporation**, ("**Lender**") whose address is 210 North 27th Street, Billings, MT 59101.

RECITALS

A. Lender is loaning ONE HUNDREDTWENTY THREE THOUSAND THREE HUNDRED EIGHTY THREE and no/100s DOLLARS (\$123,383.00) to Lessee. Lender and Lessee previously entered into a Sublease ("**Lease**") of all Lender's rights to possession in the Billings Depot Property to Lessee on August 15, 2008.

B. Lessee has procured a loan ("**Loan**") from Lender, and the Loan creates a lien in favor of Lender on income from parking lot rental receipts and other specified chattels or rights possessed by Lessee ("**Personal Property**").

C. Lessee desires to arrange for the potential assignment of the Lease to Lender as collateral security for the Loan.

D. Lessor is willing to approve the Loan and the potential assignment to Lender of the Lease under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, premises, and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

AGREEMENTS

In consideration of the mutual covenants herein, Lessor and Lessee hereby agree as follows:

1. Lessee hereby agrees to potentially assign to the Lender all Lessee's right, title and interest in, rental income received by Lessee from Computers Unlimited or other third parties for parking lot spaces Lease as collateral security for the Loan pursuant to **Paragraph 3** below ("**Potential Assignment**").

2. Except for the purposes of collateral security, Lessee's Potential Assignment of the Lease to Lender shall not become effective as between Lessor and Lender and imposes no duties or obligations upon Lender under the Lease unless and until the title to all Lessee's Personal Property upon the Premises is transferred from Lessee in appropriate proceedings for collection of the Loan, as stated in **Paragraph 3** below.

3. In the event Lender's lien against Lessee's Personal Property is enforced in any proceeding for the collection of the Loan, the Personal Property may be sold to any person who may purchase the same in such proceedings; provided, however, that (i) Lender shall in no event be permitted to conduct a public auction or private sale of the Personal Property on the Premises or advertise the same at the Premises, (ii) Lender agrees to pay all costs and expenses of the repair of any damage caused to the Premises by Lender or its agents in entering, inspecting or removing any Personal Property, (iii) Lender shall give Lessor at least three (3) days prior written notice of its intention to exercise its right to enter upon the Premises for such purpose, (iv) Lender shall provide Lessor with verification satisfactory to Lessor of the continued validity of the Loan and Lender's lien at the time Lender exercises such rights, and (v) Lenders rights shall be further subject to the rules and regulations of Lessor (including insurance and safety requirements) regarding access to the Premises.

4. Lender agrees that if the Potential Assignment of the Lease to Lender by Lessee becomes effective pursuant to **Paragraph 2** above, Lender will be bound by all of the terms and conditions of the Lease and shall do and perform every act and obligation which, under the terms of the Lease, is to be done and performed by Lessee.

5. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this Agreement may also be exchanged via electronic facsimile machines and any electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.

Executed by the parties to be effective as of the Effective Date set forth above.

"LESSEE"

Billings Depot, Inc., a Montana nonprofit corporation

By: _____
Its: _____

"LENDER"

CITY OF BILLINGS, a Montana Municipal corporation

By: Thomas W. Hanel
Its: Mayor

ATTEST:

CARI MARTIN, City Clerk

Revolving Loan Fund Loan

Monday, April 11, 2011

The Billings Depot, Inc., loan terms are as follows:

Loan	Not to exceed \$45,500.
Interest Rate	5% Adjusted annually.
Term	Amortized over twenty years with a balloon payment at maturity.
Payments	Minimum Payments calculated at a rate of 5% over a 98 month term.
Collateral	UCC Form 1 filing for the West Parking Lot.
Disbursement	The City will disburse funds after it receives documentation supporting the sublease to Billings Depot, Inc. from Computers Unlimited.

This loan is for the purpose of purchasing lease of the West Parking Lot from Computers Unlimited located along Montana Avenue to the West of the Depot property.

Regular City Council Meeting

Date: 04/11/2011

TITLE: Cinco de Mayo Street Closure

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Don Luis Restaurant requests the closure of North 26th Street between Montana Avenue and 1st Avenue North from 10:00 am until 8:00 pm on Saturday, May 7, 2011 for the Cinco de Mayo Celebration.

Recommended conditions of approval include Don Luis Restaurant:

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

ALTERNATIVES ANALYZED

The Council may:

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

FINANCIAL IMPACT

There are no costs to the City of Billings other than administrative time to process permit. Police, traffic control and litter removal are to be paid for by Don Luis Restaurant.

RECOMMENDATION

Staff recommends that Council approve the closure named above from 10:00 am to 8:00 pm on Saturday, May 7, 2011.

APPROVED BY CITY ADMINISTRATOR

Attachments

Cinco de Mayo



City of Billings
RIGHT-OF-WAY ACTIVITY
PERMIT

Please check the type of activity you are applying for:

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

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

PERSON MAKING APPLICATION Carmen G. Salazar

ORGANIZATION MAKING APPLICATION Don Luis Restaurant

PHONE (406) 256-3355

ADDRESS 15 N. 26th St Billings, MT 59101

EMAIL ADDRESS Carmendonluis@msn.com

APPROXIMATE TIME EVENT WILL:

Assemble 10:00 Am Start 12:00 P.m Disband 8:00 P.m

DATE OF EVENT May 7, 2011

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

Cinco de Mayo celebration

Closure of North 26th Street between
Montana Ave and 1st Avenue North
Stage with band OR DJ.
meter tags

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

BLOCK PARTY STREET LOCATION (IF APPLICABLE):

CLEAN UP IMPLEMENTATION: (Company contracted or services you will provide)
Don Luis crew will clean-up

CERTIFICATION OF INSURANCE WHICH MUST SHOW: (1) The limits of liability coverage for the period of this agreement as a minimum of \$750,000 per claim/ \$1.5 million per occurrence general liability, and (2) the City of Billings named on the Certificate of Insurance as the additional insured. (Refer to the sample insurance copy. Please note a certificate of insurance *is not required* for Block Parties)

NOTICE: ANY MARKINGS (NO PAINT ALLOWED) TO BE PLACED ON PUBLIC RIGHT-OF-WAY MUST BE APPROVED BY THE CITY TRAFFIC/ENGINEERING DEPARTMENT PRIOR TO PLACEMENT, BE ENVIRONMENTALLY SAFE, AND NOT CONFLICT WITH EXISTING MARKINGS.

FOR DOWNTOWN EVENTS: YOU OR THE ORGANIZATION YOU REPRESENT MUST "ASSIGN" THE FIRST TWO BLOCKS OF THE DOWNTOWN EVENT ROUTE FOR NO PARKING TWO HOURS PRIOR TO YOUR EVENT USING THE ROUTE SIGNS PROVIDED BY THE CITY. IT IS YOUR RESPONSIBILITY TO PROVIDE THE APPROPRIATE BARRICADES FOR THE STREET CLOSURE.

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

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

UPON SIGNING OF THIS APPLICATION, THE APPLICANT AGREES NOT TO VIOLATE ANY STATE OR CITY CODES IN THE PRESENTATION OF THE REQUESTED SPECIAL ACTIVITY.

In consideration for permission to conduct its activity as requested, applicant agrees to indemnify, defend and hold harmless the City of Billings, its officers, agents, employees and volunteers from damage to property and for injury to or death of any person and from all liability claims, actions or judgments which may arise from the activity.

Applicants also agree to obtain valid "save or hold harmless agreements" from all participants in its activity, protecting the City of Billings from all losses arising out of its activity, including damages of any kind or nature.

APPLICANT SIGNATURE Cornelia Salazar DATE 3/10/11

APPLICATION APPROVED _____ DATE _____

APPLICATION DENIED _____ DATE _____

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

FOR CITY USE ONLY

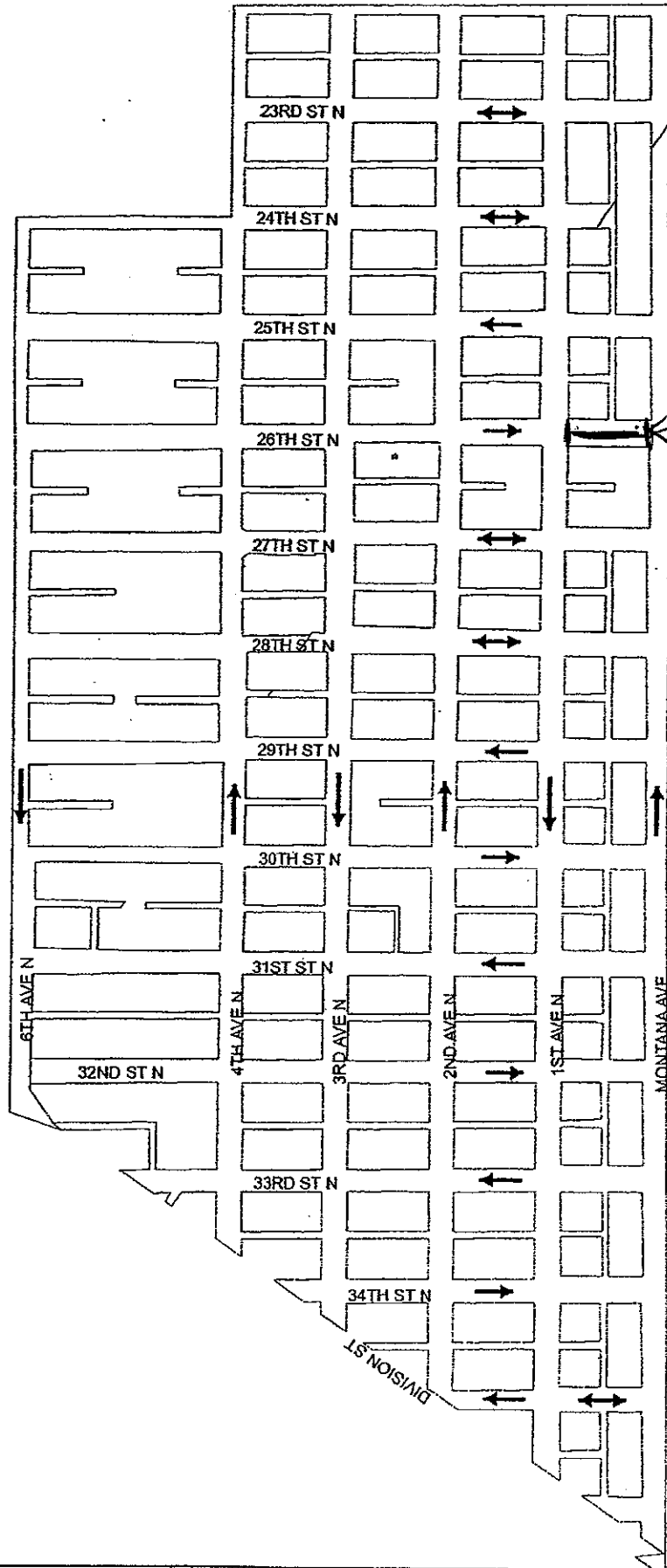
FEE: _____

APPLICANT NOTIFIED BY: _____

DATE: _____

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

Downtown Billings Street Direction Map



Regular City Council Meeting

Date: 04/11/2011

TITLE: Application Submittal - 2011 ConocoPhillips Company - \$12,000 PD & FD

PRESENTED BY: Rich St. John

Department: Police

Information

PROBLEM/ISSUE STATEMENT

The ConocoPhillips Company - Billings Refinery notified the Police and Fire Departments that they are eligible for a \$12,000 company grant. ConocoPhillips designated \$6,000 to fund Police Department School Resource Officer (SRO) training. The SRO's have attended several training opportunities with the assistance of funding such as this. ConocoPhillips designated \$6,000 for the Fire Department which will be used for public education/fire safety programs. The City must submit a written application to obtain the grant funds.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the application submittal and finalization of the 2011 ConocoPhillips Company Grant, or
- Do not approve the application submittal and finalization of the 2011 ConocoPhillips Company Grant.

FINANCIAL IMPACT

There will be no City match required for this grant. This grant will provide SRO training and fire safety public education programs that might not be funded with City funds.

RECOMMENDATION

Staff recommends that City Council approve the submittal of the 2011 ConocoPhillips Company Grant application and acceptance of the grant award in the amount of \$12,000 for the Billings Police and Fire Departments.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Date: 04/11/2011

TITLE: Acceptance of Sponsors/Donations for Infill Policy Workshop April 26 and 27

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

PROBLEM/ISSUE STATEMENT

The City Annexation Committee is recommending the City Council accept \$6,800 in sponsorships for the Infill Policy Workshop the City is hosting on April 26 and 27 in Billings. The City Council has already approved expending up to \$15,000 in Council Contingency funds to hold the workshop. These sponsorships from the Billings Home Builders Association, Billings Association of Realtors, Sanderson Stewart, Cole Law Firm, Montana Association of Planners, and Healthy By Design in conjunction with registration fees and the Council's contribution will make the workshop possible. The workshop will be held at the Billings Depot and up to 240 participants may attend. Online registration for the workshop is now available at <http://tinyurl.com/billingsinfill/> and information on the workshop is available at www.ci.billings.mt.us/infillworkshop

ALTERNATIVES ANALYZED

The City Council may:

- Accept the sponsorships totaling \$6,800 to help fund the Infill Policy Workshop
- Refuse the sponsorships totaling \$6,800 to help fund the Infill Policy Workshop. If the Council refuses the sponsorships, other sources of funding will be needed to cover the workshop costs.

FINANCIAL IMPACT

Acceptance of these sponsorships for the Infill Policy Workshop in conjunction with the \$15,000 already approved by the Council from its Contingency Fund and registration fees will make it possible for the City to host the workshop without incurring any additional costs. The sponsorships are as follows:

-Billings Home Builders Association - \$1,500

-Billings Association of Realtors - \$2,500

-Sanderson Stewart - \$800

-Cole Law Firm - \$500

-Montana Association of Planners - \$500

-Healthy By Design - \$1,000

RECOMMENDATION

Staff recommends that the City Council accept the sponsorships for the Infill Policy Workshop totaling \$6,800.

APPROVED BY CITY ADMINISTRATOR

Attachments

Workshop Draft Agenda

Billings Grows Up: An Introduction to Infill Policy and Practice in Urban Montana

Workshop Schedule

April 26, 2011

- 8:00 – 8:30 Registration
- 8:30 – 8:45 Welcome – *Candi Beaudry, Planning Director, City of Billings*
- 8:45 – 9:45 **Infill 101** – *Roger Millar*
- 9:45 – 10:00 Break
- 10:00 – 11:00 **Existing Infill Projects in Billings** – (Smart Growth Facilitated) *High Plains Architects (Ed Gulick and Janna Hafer); Collaborative Design, (Jeff Kanning); Dave Hagstrom*
- 11:00 – 12:00 **Infill from a Developer's Perspective** – *Marilee Utter*
- 12:00 – 1:15 **Lunch** – *Mayor Tom Hanel Welcome(Invited)*
- 1:15 – 2:15 **Economics of Infill** – *Dena Belzer*
- 2:15 – 3:15 **Transportation and Infill** – *Roger Millar*
- 3:15 – 3:30 Break
- 3:30 – 4:45 **Local Development and Service Challenges to Infill** – (Smart Growth Facilitated) *Tim Hudson, Billings Association of Realtors; City of Billings Public Works Representative; Rick Leuthold, Sanderson Stewart; Matt Brosovich, developer*
- 4:45 – 5:00 **Day One Summary** – *Candi Beaudry, Planning Director, City of Billings*

April 27, 2011

- 8:30 – 8:45 **Welcome and Day One Recap** – *City of Billings*
- 8:45 – 9:45 **Infill Regulations and Incentives** – *Roger Millar*
- 9:45 – 10:00 Break
- 10:00 – 11:30 **Panel Discussion: Review and Recommendations** – *Roger, Marilee, Dena*
- 11:30 – 1:00 **Lunch – Keynote** (*Elaine Clegg, City of Boise*)
- 1:00 – 4:00 **Internal Session: Infill Policy Next Steps** – *City of Billings Facilitated*

Regular City Council Meeting

Date: 04/11/2011

TITLE: Zone Change #873 - 2nd reading

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

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 Zoning Commission held a public hearing on March 1, 2011 and recommended approval on a 4-1 vote. The City Council held a public hearing on March 28, 2011, and voted to approve the zone change on first reading and to adopt the 12 criteria.

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 a 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.

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

Ordinance

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

Regular City Council Meeting

Date: 04/11/2011

TITLE: Midland Subdivision 3rd Filing, Block 3, Amended Lot 5-A

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

The owner of Lot 5A, Block 3 of Midland Subdivision 3rd Filing is constructing a commercial building. This property is located on the west side of South 24th Street and south of King Avenue West. The lot access is from a private road that extends west from South 24th Street West. The original plat had a no vehicular access strip that extended into the lot 135 feet. This was to provide vehicle stacking space between South 24th Street and a drive approach into the commercial lot from the private road. The owner submitted a new plat, shortening the no access strip to 120 feet. This has been evaluated by Engineering to be sufficient. A no access strip is an easement and can be altered by City Council.

ALTERNATIVES ANALYZED

Council may:

- Approve the amended plat of Midland Subdivision 3rd Filing, Block 3, Amended Lot 5-A, or
- Do not approve the amended plat of Midland Subdivision 3rd Filing, Block 3, Amended Lot 5-A.

FINANCIAL IMPACT

There is no financial impact associated with approval of this plat amendment.

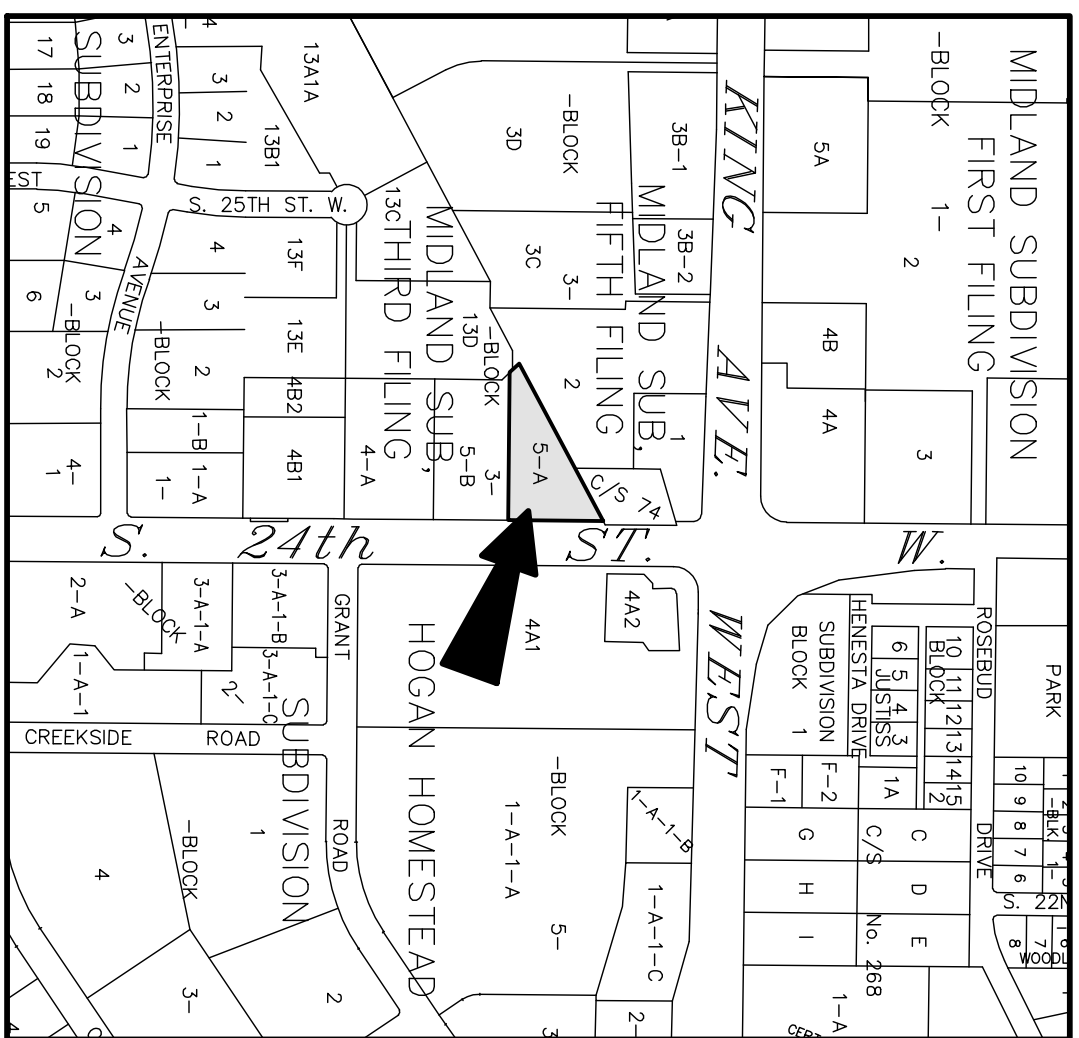
RECOMMENDATION

Staff recommends that the City Council approve Amended Plat of Midland Subdivision 3rd Filing, Block 3, Amended Lot 5-A.

APPROVED BY CITY ADMINISTRATOR

Attachments

Exhibit of Midland Sub 3rd Filing Block 3 Lot 5A



AMENDED PLAT OF LOT 5, BLOCK 3,
MIDLAND SUBDIVISION THIRD FILING
 SITUATED IN THE NE1/4 OF SECTION 13, T. 1 S., R. 25 E., P.M.M.,
 IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : LAMPLIGHTER LOUNGE, INC.

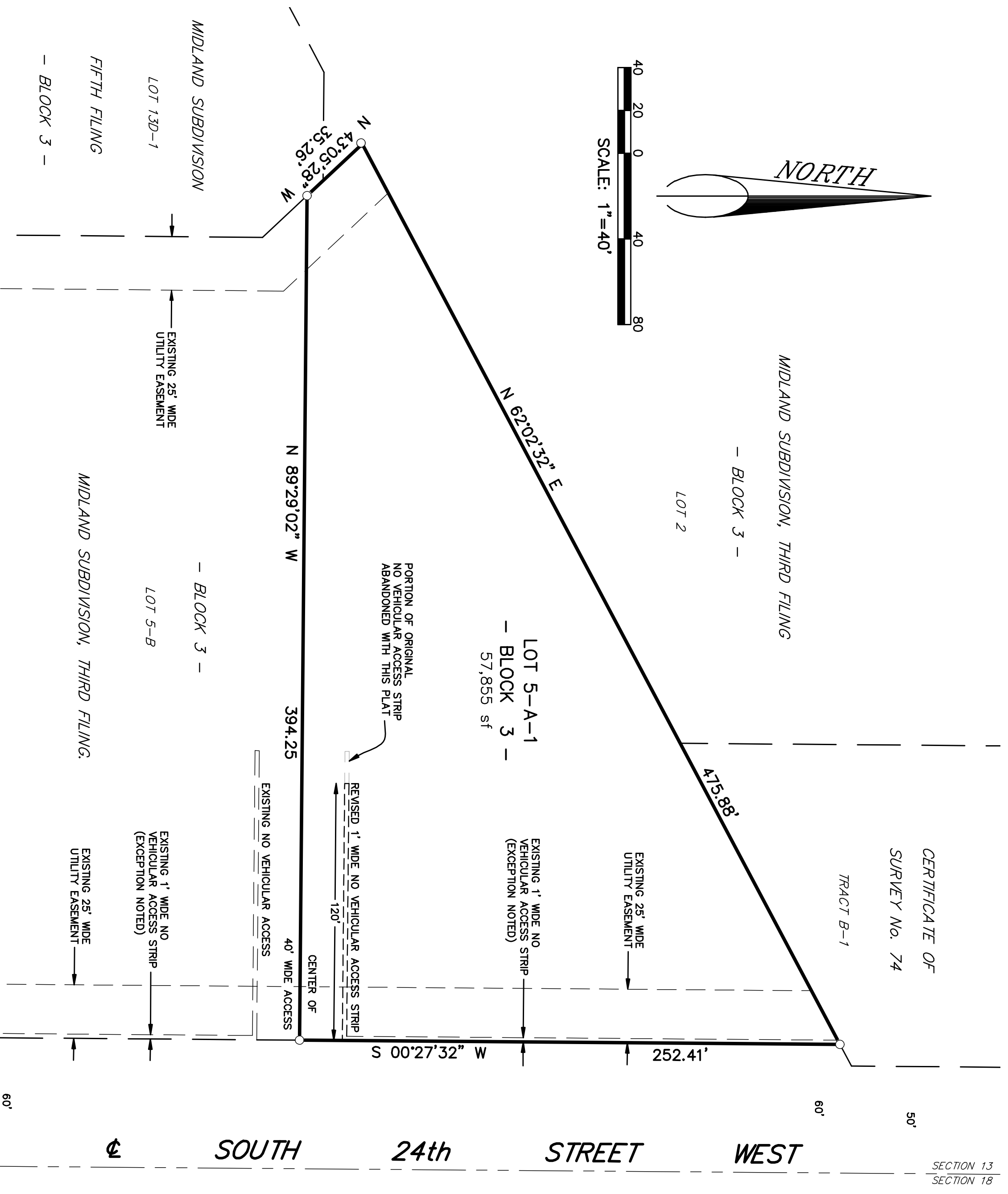
PREPARED BY : **SANDERSON STEWART**



OCTOBER, 2010
 BILLINGS, MONTANA

BASIS OF BEARING: AMENDED PLAT OF LOT 5, BLOCK 3, MIDLAND SUBDIVISION, THIRD FILING
 FOUND SURVEY MONUMENT, REBAR & CAP MARKED
 "ENGINEERING INC"

THIS PLAT HAS BEEN PREPARED TO REVISE THE "NO VEHICULAR ACCESS" STRIP WITHIN ORIGINAL LOT 5-A. NO ADDITIONAL LOTS ARE BEING CREATED WITH THIS PLAT.



ERROR AND OMISSIONS REVIEW

I hereby certify that I have examined the annexed and foregoing plat for errors and omissions in computations and drafting.

Examining Land Surveyor _____ Date _____

CERTIFICATE OF CITY ATTORNEY

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

Date: _____
 Reviewed by: _____

CERTIFICATE OF COUNTY TREASURER

I hereby certify that all real property taxes and special assessments have been paid per 76-3-611(1)(b)/76-3-207(3), M.C.A.

Date: _____
 Yellowstone County Treasurer

By: _____
 Deputy

CERTIFICATE OF CITY COUNCIL APPROVAL

STATE OF MONTANA)
 County of Yellowstone) ss
 We hereby certify that we have examined the annexed and foregoing AMENDED PLAT OF LOT 5-A OF AMENDED PLAT OF LOT 5, BLOCK 3, MIDLAND SUBDIVISION THIRD FILING, and find that said plat conforms with the requirements of the laws of the State of Montana, and the requirements of the Yellowstone County Board of Planning. It is therefore approved and accepted.

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

CITY OF BILLINGS, MONTANA
 By: _____ Mayor
 Attest: _____ City Clerk

PURPOSE OF SURVEY - REVISE "NO ACCESS STRIP"

The undersigned hereby certify that purpose of this survey is to revise the "1' WIDE NO VEHICULAR ACCESS STRIP" as shown on the Amended Plat of Lot 5, Block 3, Midland Subdivision Third Filing, recorded under Document No. 3289774, records of Yellowstone County, Montana, and no new or additional lots are being created.

Therefore, this amended plat does not create a division of land and is not subject to review as a subdivision. This amended plat has been prepared pursuant to Section 76-3-404(1)(c), M.C.A.

This amended plat is exempt from review by the Department of Environmental Quality pursuant to ARM 17.36.605(2)(b) since the lot "has no existing facilities for water supply, wastewater disposal or solid waste disposal other than those previously approved by the reviewing authority".

LAMPLIGHTER LOUNGE, INC.

By: _____ Randy L. Point

Title: _____

STATE OF MONTANA)
 County of Yellowstone) ss

On this ____ day of _____, 20__, before me, the undersigned Notary Public for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as _____ of LAMPLIGHTER LOUNGE, INC., and who acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

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

STATE OF MONTANA)
 County of Yellowstone) ss

On this ____ day of _____, 20__, before me, the undersigned Notary Public for the State of Montana, personally appeared Randy L. Point, known to me to be the person who signed the foregoing instrument and who acknowledged to me that he executed the same. Witness my hand and seal the day and year herein above written.

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

CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
 County of Yellowstone) ss
 The undersigned, a Montana Registered Land Surveyor, being first duly sworn, deposes and says that during the month of October 2010, a survey was performed under his supervision of a tract of land situated in the NE1/4 of Section 13, T. 1 S., R. 25 E., P.M.M., in the City of Billings, Yellowstone County, Montana, said tract being more particularly described as follows, to-wit:

Lot 5-A, Block 3, of the Amended Plat of Lot 5, Block 3, Midland Subdivision Third Filing, according to the official plat thereof on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3289774, containing an area of 57,855 square feet.

that the monuments found and set are of the character and occupy the positions shown hereon and that the plat conforms to the work on the ground.

SANDERSON STEWART

By: _____

Montana Registration No. _____

Subscribed and sworn to before me, a Notary Public in and for the State of Montana, this ____ day of _____, 20__.

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

Regular City Council Meeting

Date: 04/11/2011

TITLE: Payment of Claims March 11, 2011.

PRESENTED BY: Pat M. Weber, Financial Services Manager

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$633,534.74 have been audited and are presented for your approval for payment. A complete listing of the claims dated March 11, 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

Attachments

List of claims greater than \$2500.

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
03/11/2011	742414	A-1 LANDSCAPING & NURSERY	2			7,815.00	
521-1524-493.39-90	03/08/2011	SNOW REMOVAL1/31-2/25/11	3580	282307	09/2011	3,745.00	
521-1591-493.39-90	03/08/2011	SNOW REMOVAL1/31-2/25/11	3580	282307	09/2011	860.00	
521-1592-493.39-90	03/08/2011	SNOW REMOVAL1/31-2/25/11	3580	282307	09/2011	1,490.00	
521-1593-493.39-90	03/08/2011	SNOW REMOVAL1/31-2/25/11	3580	282307	09/2011	860.00	
521-1594-493.39-90	03/08/2011	SNOW REMOVAL1/31-2/25/11	3580	282307	09/2011	860.00	
03/11/2011	742415	ABLE WRIGHT INC	20536			4,483.43	
502-7400-603.22-20	03/09/2011	MISC SERVICES	110119.1	282238	09/2011	860.96	
502-7400-603.22-20	03/09/2011	MISC SERVICES	110119.2	282238	09/2011	3,622.47	
03/11/2011	742416	ACORN TECHNOLOGIES LLC	821			14,585.00	
541-3121-435.29-20	03/02/2011	NEW RADIOS	1102-0171	281449	09/2011	14,585.00	
03/11/2011	742435	BIG SKY LINEN SUPPLY	387			4,497.19	
150-2226-422.22-40	03/07/2011	FIRE1:LINEN 1/31/2011	1076-S82133 FR1	282207	09/2011	17.52	
150-2226-422.22-40	03/07/2011	FIRE1:LINEN 1/31/2011	1076-82646 FR1	282207	09/2011	18.94	
150-2225-422.24-50	03/07/2011	911 CTR:LINEN 1/31/2011	1076-82647 911	282207	09/2011	23.73	
150-2226-422.22-40	03/07/2011	FIRE7:LINEN 2/1/2011	1076-82973 FR7	282207	09/2011	32.50	
150-2226-422.22-40	03/07/2011	FIRE2:LINEN 2/3/2011	1076-83243 FR2	282207	09/2011	11.66	
150-2226-422.22-40	03/07/2011	FIRE5:LINEN 2/3/2011	1076-83293 FR5	282207	09/2011	13.75	
150-2226-422.22-40	03/07/2011	FIRE3:LINEN 2/7/2011	1076-83581 FR3	282207	09/2011	10.94	
150-2226-422.22-40	03/07/2011	FIRE6:LINEN 2/8/2011	1076-83689 FR6	282207	09/2011	11.16	
150-2226-422.22-40	03/07/2011	FIRE4:LINEN 2/8/2011	1076-83716 FR4	282207	09/2011	28.17	
150-2226-422.22-40	03/07/2011	FIRE1:LINEN 2/14/2011	1076-84346 FR1	282207	09/2011	18.94	
150-2225-422.24-50	03/07/2011	911 CTR:LINEN 2/14/2011	1076-84347 911	282207	09/2011	23.73	
150-2226-422.22-40	03/07/2011	FIRE7:LINEN 2/15/2011	1076-84664 FR7	282207	09/2011	18.06	
150-2226-422.22-40	03/07/2011	FIRE2:LINEN 2/17/2011	1076-84927 FR2	282207	09/2011	7.00	
150-2226-422.22-40	03/07/2011	FIRE5:LINEN 2/17/2011	1076-84976 FR5	282207	09/2011	14.47	
150-2226-422.22-40	03/07/2011	FIRE3:LINEN 2/21/2011	1076-85303 FR3	282207	09/2011	10.94	
150-2226-422.22-40	03/07/2011	FIRE6:LINEN 2/22/2011	1076-85410 FR6	282207	09/2011	9.34	
150-2226-422.22-40	03/07/2011	FIRE4:LINEN 2/22/2011	1076-85435 FR4	282207	09/2011	20.06	
502-7312-602.22-60	03/09/2011	MISC SERVICES	S11322	282229	09/2011	215.25	
502-7314-602.22-60	03/09/2011	MISC SERVICES	S11322	282229	09/2011	33.14	
502-7400-603.22-60	03/09/2011	MISC SERVICES	S11322	282229	09/2011	403.43	
502-7500-609.22-60	03/09/2011	MISC SERVICES	S11322	282229	09/2011	259.35	
512-8314-622.22-60	03/09/2011	MISC SERVICES	S11322	282229	09/2011	10.95	
512-8400-623.22-60	03/09/2011	MISC SERVICES	S11322	282229	09/2011	345.80	
512-8500-625.22-60	03/09/2011	MISC SERVICES	S11322	282229	09/2011	172.90	
502-7312-602.22-60	03/09/2011	MISC SERVICES	FEBRUARY 2011	282231	09/2011	321.14	
502-7314-602.22-60	03/09/2011	MISC SERVICES	FEBRUARY 2011	282231	09/2011	49.34	
502-7400-603.22-60	03/09/2011	MISC SERVICES	FEBRUARY 2011	282231	09/2011	535.63	
502-7500-609.22-60	03/09/2011	MISC SERVICES	FEBRUARY 2011	282231	09/2011	395.96	
512-8314-622.22-60	03/09/2011	MISC SERVICES	FEBRUARY 2011	282231	09/2011	16.52	
512-8400-623.22-60	03/09/2011	MISC SERVICES	FEBRUARY 2011	282231	09/2011	456.32	
512-8500-625.22-60	03/09/2011	MISC SERVICES	FEBRUARY 2011	282231	09/2011	264.04	
561-7112-711.22-40	03/07/2011	INVOICE #83035	030711	F12438	09/2011	24.15	
561-7112-711.22-60	03/07/2011	INVOICE #83035	030711	F12438	09/2011	89.75	
561-7112-711.22-40	03/07/2011	INVOICE #83878	030711	F12438	09/2011	48.40	

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561-7112-711.22-60	03/07/2011		INVOICE #83878	93.00
561-7112-711.22-60	03/07/2011		INVOICE #84730	93.00
561-7112-711.22-40	03/07/2011		INVOICE #85596	74.25
561-7112-711.22-60	03/07/2011		INVOICE #85596	87.00
561-7113-711.22-60	03/07/2011		INVOICE #83034	79.39
561-7113-711.22-60	03/07/2011		INVOICE #83876	35.39
561-7113-711.22-60	03/07/2011		INVOICE #84729	35.39
561-7113-711.22-60	03/07/2011		INVOICE #85594	35.39
561-7113-711.22-60	03/07/2011		INVOICE #S18600	3.00
561-7113-711.22-60	03/07/2011		INVOICE #S25631	4.85
561-7113-711.22-60	03/07/2011		INVOICE #83879	7.85
561-7113-711.22-60	03/07/2011		INVOICE #84731	7.85
561-7113-711.22-60	03/07/2011		INVOICE #85597	7.85
03/11/2011	742444	BISON MOTOR COMPANY	12046	69,495.30
503-7391-602.94-40	02/28/2011		NONSTOCKING ITEMS-P.U.D.	23,165.10
503-7591-609.94-40	03/01/2011		NONSTOCKING ITEMS-P.U.D.	23,165.10
503-7591-609.94-40	03/01/2011		NONSTOCKING ITEMS-P.U.D.	23,165.10
03/11/2011	742446	BORDER STATES ELECTRIC	509	5,707.22
512-8400-623.23-60	02/08/2011		NONSTOCKING ITEMS-P.U.D.	226.96
512-8400-623.23-60	02/08/2011		NONSTOCKING ITEMS-P.U.D.	88.15
502-7400-603.23-60	02/08/2011		NONSTOCKING ITEMS-P.U.D.	181.86
502-7400-603.23-60	02/10/2011		NONSTOCKING ITEMS-P.U.D.	623.50
512-8400-623.23-60	02/10/2011		NONSTOCKING ITEMS-P.U.D.	623.50
502-7400-603.23-60	02/11/2011		NONSTOCKING ITEMS-P.U.D.	179.98
502-0000-141.00-00	02/16/2011		WATER PARTS AND SUPPLIES	131.40
502-7400-603.23-60	02/16/2011		NONSTOCKING ITEMS-P.U.D.	159.00
502-7400-603.23-60	02/16/2011		NONSTOCKING ITEMS-P.U.D.	7.04
512-8400-623.23-60	02/16/2011		NONSTOCKING ITEMS-P.U.D.	127.20
502-7400-603.23-60	02/17/2011		NONSTOCKING ITEMS-P.U.D.	15.88
502-7400-603.23-60	02/17/2011		NONSTOCKING ITEMS-P.U.D.	112.14
211-0000-141.31-83	02/23/2011		STREET LIGHTS	36.82
211-0000-141.31-83	02/23/2011		STREET LIGHTS	112.20
211-3132-433.24-30	02/23/2011		MISC SERVICES	40.93
150-2112-421.23-20	02/25/2011		MP	36.70
512-8500-625.23-60	02/27/2011		NONSTOCKING ITEMS-P.U.D.	28.62
512-8400-623.24-50	02/27/2011		NONSTOCKING ITEMS-P.U.D.	324.26
502-7400-603.23-60	02/27/2011		NONSTOCKING ITEMS-P.U.D.	21.00
502-7400-603.23-60	02/27/2011		NONSTOCKING ITEMS-P.U.D.	271.14
502-7400-603.23-60	02/27/2011		NONSTOCKING ITEMS-P.U.D.	32.43
512-8400-623.23-60	02/27/2011		NONSTOCKING ITEMS-P.U.D.	216.52
502-7314-602.24-50	02/28/2011		NONSTOCKING ITEMS-P.U.D.	263.59
512-8400-623.23-60	03/03/2011		NONSTOCKING ITEMS-P.U.D.	92.34
512-8500-625.23-60	03/03/2011		NONSTOCKING ITEMS-P.U.D.	352.95
502-7400-603.23-60	03/10/2011		NONSTOCKING ITEMS-P.U.D.	24.50
512-8400-623.23-60	03/10/2011		NONSTOCKING ITEMS-P.U.D.	1,370.00
512-8400-623.23-60	03/10/2011		NONSTOCKING ITEMS-P.U.D.	6.61
03/11/2011	742454	CASTLEROCK EXCAVATING INC	19707	28,236.16
421-8493-623.93-40	03/08/2011		WO0814 WWTP STRM DRAIN	20,077.32

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
416-7493-603.93-40	03/08/2011	WO0910 BLGS HEIGHTS BOOSTR	2	281795	09/2011	8,158.84	
03/11/2011	742463	DELL COMPUTER L P	13426			4,128.34	
10-5121-451.29-25	03/10/2011	MISC SERVICES	XF7T837D2	281970	09/2011	1,709.06	
541-3121-435.29-25	03/10/2011	MISC SERVICES	XF7XN3J92	282097	09/2011	1,349.99	
541-3121-435.29-25	03/10/2011	MISC SERVICES	XF7XN35T8	282098	09/2011	1,069.29	
03/11/2011	742468	DOWNTOWN BILLINGS BID, INC.	19065			6,626.00	
872-5198-452.36-50	03/10/2011	BID CONTRACT	BID JAN-MAR11	282315	09/2011	3,501.00	
872-5198-452.36-50	03/10/2011	BID CONTRACT	BID JAN-MAR11	282315	09/2011	3,125.00	
03/11/2011	742469	EBMS	20398			65,799.39	
627-1752-417.35-12	03/04/2011	ADMIN FEES			09/2011	16,416.00	
627-1752-417.35-15	03/04/2011	SPECIFIC PREM			09/2011	35,046.19	
627-1752-417.51-61	03/04/2011	CARE LINK FEE			09/2011	7,095.45	
627-1752-417.35-11	03/04/2011	FLEX ADMIN FEE			09/2011	2,525.00	
627-1752-417.35-15	03/04/2011	PRO FEE			09/2011	3,381.00	
627-1752-417.35-13	03/04/2011	SCRIPTS			09/2011	1,335.75	
03/11/2011	742471	FERGUSON ENTERPRISES INC	20100			4,296.00	
502-0000-141.00-00	03/10/2011	SYSTEMS	0550617		09/2011	4,296.00	
03/11/2011	742477	GALLES FILTER SERVICE	1397			2,648.37	
502-7500-609.23-20	02/01/2011	NONSTOCKING ITEMS-P.U.D.	221206	280496	08/2011	13.23	
601-0000-141.00-00	02/03/2011	MP	221291		08/2011	293.71	
601-0000-141.00-00	02/04/2011	MP	221490		08/2011	81.77	
601-0000-141.71-41	02/08/2011	MP	221484		08/2011	64.10	
150-2226-422.23-20	02/08/2011	MP	221239	280496	08/2011	14.12	
502-0000-141.00-00	02/09/2011	WATER PARTS AND SUPPLIES	221705		08/2011	26.46	
521-1523-493.23-20	02/14/2011	MP	1910-201046	280496	08/2011	6.55	
601-0000-141.00-00	02/15/2011	MP	221760		08/2011	400.64	
601-0000-141.00-00	02/15/2011	MP	221871		08/2011	423.03	
521-1523-493.23-20	02/15/2011	MP	1910-201046-B	280496	08/2011	6.55-	
211-3132-433.23-20	02/15/2011	MP	221875	280496	08/2011	48.13	
601-0000-141.00-00	02/17/2011	MP	222096		08/2011	185.47	
10-5112-452.23-20	02/17/2011	MP	221697	280496	08/2011	9.20	
150-2112-421.23-20	02/17/2011	MP	221953	280496	08/2011	6.83	
521-1522-493.23-20	02/17/2011	MP	222096	280496	08/2011	12.66	
502-0000-141.00-00	02/18/2011	WATER PARTS AND SUPPLIES	222252		08/2011	132.53	
502-0000-141.00-00	02/18/2011	WATER PARTS AND SUPPLIES	222297		08/2011	36.36	
601-0000-141.71-41	02/23/2011	MP	222231		08/2011	114.73	
601-0000-141.00-00	02/23/2011	MP	222232		08/2011	322.07	
502-7400-603.23-20	02/23/2011	MP	222203	280496	08/2011	27.52	
571-7144-713.23-20	02/24/2011	MP	221524	280496	08/2011	21.20	
601-0000-141.00-00	03/03/2011	MP	222620		09/2011	414.61	
03/11/2011	742481	GRAPHIC-IMPRINTS	17779			3,030.00	
10-5125-451.22-50	03/10/2011	SWEATSHIRTS	N12150	282306	09/2011	3,030.00	
03/11/2011	742482	GUARDIAN SECURITY INC	12486			5,416.50	
260-5512-455.35-74	03/07/2011	INVOICE 995429 PARMLY LIB	995429	F12441	09/2011	5,416.50	

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
03/11/2011	742492	HOUSE OF CLEAN	5789				2,903.68
561-7112-711.24-50	03/09/2011	INVOICE #047996	047996	F12470	09/2011		2,903.68
03/11/2011	742494	IAFF	20196				4,267.35
900-0000-209.99-20	03/11/2011	PAYROLL SUMMARY	20110311		09/2011		4,267.35
03/11/2011	742500	JTL GROUP INC DBA KNIFE RIVER	2417				7,374.69
211-3132-433.45-20	03/09/2011	ROAD/HIGHWAY MATERIAL	236550	282298	09/2011		2,063.05
211-3132-433.45-20	03/09/2011	ROAD/HIGHWAY MATERIAL	236561	282298	09/2011		2,505.27
211-3132-433.45-20	03/09/2011	ROAD/HIGHWAY MATERIAL	236681	282298	09/2011		1,964.66
211-3132-433.45-20	03/09/2011	ROAD/HIGHWAY MATERIAL	236682	282298	09/2011		841.71
03/11/2011	742506	LIBRARY IDEAS LLC	21351				10,075.23
260-5511-455.79-30	03/08/2011	INV 141 FREEGAL MUSIC DOW	141	F12454	09/2011		9,975.23
260-5511-455.79-30	03/08/2011	ONE TIME SET-UP FEE	141	F12454	09/2011		100.00
03/11/2011	742510	MAILING TECHNICAL SERVICES	12577				5,171.10
521-1521-493.31-10	03/09/2011	MISC SERVICES	FEB11	282324	09/2011		181.50
605-1515-483.31-10	03/09/2011	MISC SERVICES	FEB11	282324	09/2011		4,989.60
03/11/2011	742520	MONTANA LIBRARY ASSOCIATION	9244				4,000.00
260-5511-455.79-30	03/09/2011	INV 60 MLA/MPLA CONF. WEL	60	F12473	09/2011		4,000.00
03/11/2011	742521	MONTANA STATE FIREMAN'S ASSOC	20195				2,744.25
900-0000-209.99-24	03/11/2011	PAYROLL SUMMARY	20110311		09/2011		2,744.25
03/11/2011	742525	MPPA	20198				2,505.73
900-0000-209.99-23	03/11/2011	PAYROLL SUMMARY	20110311		09/2011		2,505.73
03/11/2011	742536	NORTHWEST PIPE FITTINGS	2758				44,388.89
502-0000-141.00-00	02/03/2011	SYSTEMS	16685831		08/2011		593.94
502-0000-141.00-00	02/03/2011	WATER PARTS AND SUPPLIES	1677296		08/2011		10,180.00
502-7312-602.23-80	02/08/2011	NONSTOCKING ITEMS-P.U.D.	16625661	280499	08/2011		186.00
502-7500-609.23-80	02/08/2011	NONSTOCKING ITEMS-P.U.D.	1669900	280499	08/2011		20.60
512-8400-623.24-50	02/08/2011	NONSTOCKING ITEMS-P.U.D.	1670721	280499	08/2011		140.81
502-7400-603.24-50	02/08/2011	NONSTOCKING ITEMS-P.U.D.	1674998	280499	08/2011		210.00
502-7312-602.23-80	02/08/2011	NONSTOCKING ITEMS-P.U.D.	1675616	280499	08/2011		75.00
512-8500-625.24-50	02/08/2011	NONSTOCKING ITEMS-P.U.D.	1678762	280499	08/2011		77.14
512-8400-623.24-50	02/08/2011	NONSTOCKING ITEMS-P.U.D.	1678846	280499	08/2011		17.42
502-7400-603.24-50	02/08/2011	NONSTOCKING ITEMS-P.U.D.	1679258	280499	08/2011		47.20
512-8400-623.24-50	02/08/2011	NONSTOCKING ITEMS-P.U.D.	1679322	280499	08/2011		186.21
502-7400-603.24-50	02/10/2011	NONSTOCKING ITEMS-P.U.D.	1681398	280499	08/2011		742.90
502-7400-603.24-50	02/11/2011	NONSTOCKING ITEMS-P.U.D.	16795741	280499	08/2011		577.76
502-7400-603.24-50	02/11/2011	NONSTOCKING ITEMS-P.U.D.	1681909	280499	08/2011		521.36
502-0000-141.00-00	02/16/2011	WATER PARTS AND SUPPLIES	1683492		08/2011		11,484.00
502-0000-141.00-00	02/17/2011	WATER PARTS AND SUPPLIES	1671981		08/2011		5,373.30
502-7400-603.24-50	02/17/2011	NONSTOCKING ITEMS-P.U.D.	1684642	280499	08/2011		18.64
502-0000-141.00-00	02/18/2011	SYSTEMS	1686298		08/2011		331.20
502-0000-141.00-00	02/27/2011	SYSTEMS	1686829		08/2011		1,054.56

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502-0000-141.00-00	02/28/2011	WATER PARTS AND SUPPLIES	1686845		08/2011	10,180.00	
512-8400-623.24-50	02/27/2011	NONSTOCKING ITEMS-P.U.D.	1688633	280499	08/2011	53.37	
502-0000-141.00-00	03/01/2011	SYSTEMS	1686397		09/2011	1,108.80	
512-8500-625.42-10	03/01/2011	NONSTOCKING ITEMS-P.U.D.	1689759	280499	09/2011	166.80	
502-7312-602.23-80	03/02/2011	NONSTOCKING ITEMS-P.U.D.	1674101	280499	09/2011	30.00	
502-7400-603.24-50	03/02/2011	NONSTOCKING ITEMS-P.U.D.	1679574	280499	09/2011	577.10	
502-7400-603.24-50	03/02/2011	NONSTOCKING ITEMS-P.U.D.	1689943	280499	09/2011	527.78	
502-7400-603.24-50	03/09/2011	NONSTOCKING ITEMS-P.U.D.	1681398A	280499	09/2011	742.90-	
502-7400-603.24-50	03/09/2011	NONSTOCKING ITEMS-P.U.D.	1681398B	280499	09/2011	649.90	
03/11/2011	742542	NORTHWESTERN ENERGY	15771			55,620.81	
521-1594-493.34-10	03/08/2011	P4 ELEC JAN/FEB 2011	1569619-8	282310	09/2011	1,876.24	
521-1591-493.34-10	03/08/2011	P1 ELEC JAN/FEB 2011	1569636-2	282310	09/2011	4,521.26	
521-1595-493.34-10	03/08/2011	LEASE ELEC.JAN/FEB 2011	1853486-7	282310	09/2011	76.72	
521-1595-493.34-10	03/08/2011	LEASE ELEC2 JAN/FEB 2011	1853491-7A	282310	09/2011	169.62	
561-7112-711.34-10	03/07/2011	0100482-9	030711	F12433	09/2011	36,911.89	
571-7143-713.34-10	03/09/2011	ACCOUNT# 0100473-8	03092011	F12467	09/2011	3,342.65	
561-7113-711.34-10	03/10/2011	NW AVIATION/TRAN	07125339		09/2011	102.67	
561-7113-711.34-10	03/10/2011	NW AVIATION/TRAN	07125347		09/2011	15.19	
561-7113-711.34-10	03/10/2011	NW AVIATION/TRAN	07125354		09/2011	218.83	
561-7113-711.34-10	03/10/2011	NW AVIATION/TRAN	07127913		09/2011	36.35	
561-7113-711.34-10	03/10/2011	NW AVIATION/TRAN	07127954		09/2011	42.52	
561-7113-711.34-10	03/10/2011	NW AVIATION/TRAN	07127970		09/2011	33.70	
561-7117-711.34-10	03/10/2011	NW AVIATION/TRAN	07128051		09/2011	8.80	
561-7113-711.34-10	03/10/2011	NW AVIATION/TRAN	07128135		09/2011	7.10	
561-7113-711.34-10	03/10/2011	NW AVIATION/TRAN	07195431		09/2011	2,163.02	
561-7113-711.34-10	03/10/2011	NW AVIATION/TRAN	07197593		09/2011	39.76	
561-7113-711.34-10	03/10/2011	NW AVIATION/TRAN	07197601		09/2011	32.73	
561-7113-711.34-10	03/10/2011	NW AVIATION/TRAN	07197619		09/2011	40.19	
561-7113-711.34-10	03/10/2011	NW AVIATION/TRAN	07197627		09/2011	41.99	
561-7113-711.34-10	03/10/2011	NW AVIATION/TRAN	07202963		09/2011	37.43	
10-5141-436.34-10	03/10/2011	NW PARK/REC/PL	07125388		09/2011	143.38	
571-7143-713.34-10	03/10/2011	NW AVIATION/TRAN	07192255		09/2011	532.23	
150-2221-422.34-10	03/10/2011	NW FIRE	07208176		09/2011	244.57	
502-7400-603.34-10	03/10/2011	NW PUD-WATER TREAT	07222490		09/2011	10.25	
10-5112-452.34-10	03/10/2011	NW PARK/REC/PL	07222532		09/2011	2.41	
10-5112-452.34-10	03/10/2011	NW PARK/REC/PL	07222565		09/2011	199.72	
10-5112-452.34-10	03/10/2011	NW PARK/REC/PL	07222581		09/2011	9.06	
10-5112-452.34-10	03/10/2011	NW PARK/REC/PL	07222599		09/2011	15.18	
502-7400-603.34-10	03/10/2011	NW PUD-WATER TREAT	07222706		09/2011	2,117.88	
10-5112-452.34-10	03/10/2011	NW PARK/REC/PL	07222722	50%	09/2011	8.87	
872-5198-452.34-10	03/10/2011	NW PARK/REC/PL	07222722	50%	09/2011	5.92	
10-5112-452.34-10	03/10/2011	NW PARK/REC/PL	07222730		09/2011	44.13	
10-5112-452.34-10	03/10/2011	NW PARK/REC/PL	07222748		09/2011	11.91	
10-5112-452.34-10	03/10/2011	NW PARK/REC/PL	07222755		09/2011	99.21	
10-5112-452.34-10	03/10/2011	NW PARK/REC/PL	07222771		09/2011	35.67	
10-5112-452.34-10	03/10/2011	NW PARK/REC/PL	07222789		09/2011	29.54	
10-5112-452.34-10	03/10/2011	NW PARK/REC/PL	07222797		09/2011	15.19	
10-5112-452.34-10	03/10/2011	NW PARK/REC/PL	07222805		09/2011	2.41	
10-5112-452.34-10	03/10/2011	NW PARK/REC/PL	07222813		09/2011	2.41	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
10-5112-452.34-10	03/10/2011	NW PARK/REC/PL	07222839		09/2011	2.41
10-5112-452.34-10	03/10/2011	NW PARK/REC/PL	07222847		09/2011	2.41
10-5112-452.34-10	03/10/2011	NW PARK/REC/PL	07228083		09/2011	15.19
10-5112-452.34-10	03/10/2011	NW PARK/REC/PL	07228521		09/2011	9.86
10-5112-452.34-10	03/10/2011	NW PARK/REC/PL	07228620		09/2011	9.06
10-5112-452.34-10	03/10/2011	NW PARK/REC/PL	07229016		09/2011	230.79
10-5112-452.34-10	03/10/2011	NW PARK/REC/PL	07229768		09/2011	8.36
10-5112-452.34-10	03/10/2011	NW PARK/REC/PL	07229958		09/2011	128.16
10-5112-452.34-10	03/10/2011	NW PARK/REC/PL	07230055		09/2011	76.22
10-5112-452.34-10	03/10/2011	NW PARK/REC/PL	07230253		09/2011	2.41
10-5112-452.34-10	03/10/2011	NW PARK/REC/PL	07230469		09/2011	7.10
10-5112-452.34-10	03/10/2011	NW PARK/REC/PL	07230493		09/2011	7.10
10-5112-452.34-10	03/10/2011	NW PARK/REC/PL	07230535		09/2011	18.46
10-5112-452.34-10	03/10/2011	NW PARK/REC/PL	07230642		09/2011	17.53
10-5112-452.34-10	03/10/2011	NW PARK/REC/PL	07230659		09/2011	17.53
512-8500-625.34-10	03/10/2011	NW Parks	07233836		09/2011	93.49
872-5198-452.34-10	03/10/2011	NW PARK/REC/PL	07233844		09/2011	2.41
872-5198-452.34-10	03/10/2011	NW PARK/REC/PL	07233851		09/2011	8.72
872-5198-452.34-10	03/10/2011	NW PARK/REC/PL	07233869		09/2011	8.72
872-5198-452.34-10	03/10/2011	NW PARK/REC/PL	07233877		09/2011	8.72
872-5198-452.34-10	03/10/2011	NW PARK/REC/PL	07233885		09/2011	8.72
10-5112-452.34-10	03/10/2011	NW PARK/REC/PL	07233919	60%	09/2011	4.26
872-5198-452.34-10	03/10/2011	NW PARK/REC/PL	07233919	40%	09/2011	2.84
872-5198-452.34-10	03/10/2011	NW PARK/REC/PL	07233927		09/2011	8.72
872-5198-452.34-10	03/10/2011	NW PARK/REC/PL	07233935		09/2011	7.85
872-5198-452.34-10	03/10/2011	NW PARK/REC/PL	07233943		09/2011	2.41
872-5198-452.34-10	03/10/2011	NW PARK/REC/PL	07233950		09/2011	2.41
872-5198-452.34-10	03/10/2011	NW PARK/REC/PL	07233968		09/2011	2.41
872-5198-452.34-10	03/10/2011	NW PARK/REC/PL	07233976		09/2011	2.41
872-5198-452.34-10	03/10/2011	NW PARK/REC/PL	07233984		09/2011	2.41
512-8500-625.34-10	03/10/2011	NW PUD-WASTE WATER	07234040		09/2011	748.96
872-5198-452.34-10	03/10/2011	NW PARK/REC/PL	07238355		09/2011	2.41
872-5198-452.34-10	03/10/2011	NW PARK/REC/PL	07238363		09/2011	9.06
872-5198-452.34-10	03/10/2011	NW PARK/REC/PL	07238405		09/2011	7.10
512-8500-625.34-10	03/10/2011	NW PUD-WASTE WATER	07238785		09/2011	352.88
872-5198-452.34-10	03/10/2011	NW PARK/REC/PL	07238793		09/2011	7.35
872-5198-452.34-10	03/10/2011	NW PARK/REC/PL	07238835		09/2011	7.52
10-5112-452.34-10	03/10/2011	NW PARK/REC/PL	07238843		09/2011	77.42
872-5198-452.34-10	03/10/2011	NW PARK/REC/PL	07238850		09/2011	7.85
10-5112-452.34-10	03/10/2011	NW PARK/REC/PL	07238876		09/2011	17.53
10-5112-452.34-10	03/10/2011	NW PARK/REC/PL	08134892		09/2011	13.05
872-5198-452.34-10	03/10/2011	NW PARK/REC/PL	08814550		09/2011	8.06
502-7400-603.34-10	03/10/2011	NW Parks	11422532		09/2011	171.42
502-7400-603.34-10	03/10/2011	NW Pud	11608072		09/2011	16.25
502-7400-603.34-10	03/10/2011	NW	13466735		09/2011	5.10
872-5198-452.34-10	03/10/2011	NW	15143886		09/2011	8.06
521-1524-493.34-10	03/10/2011	PARKING-LINC CEN LOT POLE	15696313		09/2011	54.55
10-5112-452.34-10	03/10/2011	SOUTH PARK CONCESSION	15882624		09/2011	7.10
10-5112-452.34-10	03/10/2011	PARKS & REC	18494088		09/2011	62.11
502-7400-603.34-10	03/10/2011	2421 BELKNAP AVE	18672659		09/2011	7.10

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
10-5112-452.34-10	03/10/2011	PARKS & REC	19049444		09/2011	62.24	
03/11/2011	742544	ONE EIGHTY COMMUNICATIONS	15590			5,314.20	
561-7110-711.34-50	03/08/2011	ONE EIGHTY MARCH 2011	AIRPORT 2948370		09/2011	40.60	
606-1931-484.34-50	03/08/2011	ONE EIGHTY MARCH 2011	ACCT 00018768		09/2011	542.87	
606-1931-484.34-50	03/08/2011	ONE EIGHTY MARCH 2011	ACCT 00001906		09/2011	3,519.36	
10-5112-452.34-50	03/08/2011	ONE EIGHTY MARCH 2011	867-7275		09/2011	46.00	
670-3141-489.34-50	03/08/2011	ONE EIGHTY MARCH 2011	DEPOT 60%		09/2011	489.86	
660-3110-431.34-50	03/08/2011	ONE EIGHTY MARCH 2011	DEPOT 40%		09/2011	326.56	
260-5518-455.35-90	03/08/2011	ONE EIGHTY MARCH 2011	INTERNET LIB		09/2011	259.00	
620-1911-482.34-52	03/08/2011	ONE EIGHTY MARCH 2011	IT INTERNET		09/2011	79.95	
150-2225-422.34-50	03/08/2011	ONE EIGHTY MARCH 2011	LONG DISTANCE		09/2011	10.00	
03/11/2011	742551	PORTABLE COMPUTER SYSTEMS, INC	19264			8,153.04	
150-2227-422.24-81	03/10/2011	MISC SERVICES	34867	281954	09/2011	8,153.04	
03/11/2011	742557	PRO-TECH SECURITY SALES	21352			39,000.00	
718-2160-421.21-20	03/08/2011	PRIOR YEAR ENCUMBRANCES	BAE	277979	09/2011	39,000.00	
03/11/2011	742561	RAPELJE GRAIN COMPANY	8931			6,417.67	
211-3132-433.47-21	03/09/2011	ROAD/HIGHWAY MATERIAL	0129245	282289	09/2011	3,198.72	
211-3132-433.47-21	03/09/2011	ROAD/HIGHWAY MATERIAL	0129251	282289	09/2011	3,218.95	
03/11/2011	742568	ROSCOE STEEL & CULVERT	3262			22,048.61	
840-3184-431.93-10	03/08/2011	WO1198 BBWA CULVRT SHILOH	1/FINAL	281837	09/2011	22,048.61	
03/11/2011	742579	ST VINCENT OCCUPATIONAL HEALTH	3535			2,553.71	
10-1750-417.35-72	03/04/2011	MISC SERVICES	24877	282206	09/2011	925.00	
150-2111-421.35-10	03/04/2011	MISC SERVICES	24877	282206	09/2011	40.00	
150-2229-422.35-10	03/04/2011	MISC SERVICES	24877	282206	09/2011	523.71	
502-7500-609.35-10	03/04/2011	MISC SERVICES	24877	282206	09/2011	20.00	
512-8400-623.35-10	03/04/2011	MISC SERVICES	24877	282206	09/2011	20.00	
541-3121-435.35-10	03/04/2011	MISC SERVICES	24877	282206	09/2011	210.00	
571-7142-713.35-10	03/04/2011	MISC SERVICES	24877	282206	09/2011	140.00	
601-1553-481.35-10	03/04/2011	MISC SERVICES	24877	282206	09/2011	140.00	
627-1752-417.51-60	03/04/2011	MISC SERVICES	24877	282206	09/2011	535.00	
03/11/2011	742580	STATE CHEMICAL MFG CO	3558			2,854.76	
561-7112-711.24-50	03/07/2011	INVOICE #94991419	94991419	F12432	09/2011	2,854.76	
03/11/2011	742587	TIRE-RAMA	1864			25,617.89	
211-3140-433.23-90	02/09/2011	MP	1050-172804-A	280501	08/2011	30.00	
541-3122-435.23-90	02/16/2011	TIRES FOR SW COLLECTION	1050173936	280501	08/2011	1,909.85	
541-3123-435.23-90	02/16/2011	TIRES FOR SW COLLECTION	1050173938	280501	08/2011	200.42	
541-3122-435.23-90	02/16/2011	TIRES FOR SW COLLECTION	1050174156	280501	08/2011	471.80	
211-3140-433.23-90	02/17/2011	MP	1050172804-B	280501	08/2011	30.00	
211-3134-433.23-90	02/18/2011	MP	1050-173988	280501	08/2011	10.00	
211-3134-433.23-90	02/25/2011	MP	1050-174687	280501	08/2011	30.00	
541-3122-435.23-90	02/25/2011	16 TIRES	1050174320	280501	08/2011	4,352.00	
541-3122-435.23-90	02/25/2011	16 NEW TIRES	1050174323	280501	08/2011	4,352.00	

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
541-3122-435.23-90	02/25/2011	SW TIRE REPAIRS	1050174719	280501	08/2011	3,362.00	
541-3122-435.23-90	02/25/2011	TIRES AND REPAIRS	1050174723	280501	08/2011	1,053.55	
541-3123-435.23-90	02/25/2011	TIRE REPAIRS	1050174731	280501	08/2011	190.42	
211-3140-433.23-90	02/28/2011	MP	1050-174116	280501	08/2011	30.00	
541-3122-435.23-90	03/02/2011	16 TIRES	1050174322	280501	09/2011	4,352.00	
541-3122-435.23-90	03/02/2011	16 STOCK TIRES MB	1050174324	280501	09/2011	4,352.00	
211-3130-433.23-90	03/03/2011	MP	1050-174171	280501	09/2011	271.90	
211-3130-433.23-90	03/03/2011	MP	1050-174171	280501	09/2011	614.00	
211-3140-433.23-90	03/03/2011	MP	1050-174307	280501	09/2011	20.00	
211-3134-433.23-90	03/03/2011	MP	1050-174315	280501	09/2011	20.00	
211-3140-433.23-90	03/03/2011	MP	1050-174316	280501	09/2011	25.95	
03/11/2011	742588	TITAN MACHINERY INC	20569			21,260.88	
211-3132-433.23-20	03/03/2011	MP	IR00999	282176	09/2011	20,882.04	
211-3140-433.23-20	03/05/2011	MP	IC07242	282215	09/2011	210.66	
502-0000-141.00-00	03/09/2011	SYSTEMS	07015		09/2011	168.18	
03/11/2011	742590	TOWN & COUNTRY SUPPLY ASSOCIAT	18295			44,311.32	
601-0000-141.00-00	03/04/2011	MP	74600		09/2011	9,140.70	
601-0000-141.00-00	03/07/2011	MP	81430		09/2011	17,765.40	
601-0000-141.00-00	03/07/2011	MP	81432		09/2011	17,405.22	
03/11/2011	742592	TRACTOR & EQUIPMENT	3775			2,614.17	
541-3123-435.23-20	03/04/2011	CAPSCREWS LF	BLCS0481019	282008	09/2011	129.94	
502-7500-609.23-20	03/04/2011	NONSTOCKING ITEMS-P.U.D.	0480237	282087	09/2011	1,250.00	
541-3123-435.23-20	03/07/2011	MP	BLW00121548	282221	09/2011	1,234.23	
03/11/2011	742610	YELLOWSTONE COUNTY FINANCE DPT	16736			3,710.00	
150-2111-421.35-90	03/08/2011	FEBRUARY 2011 PRISONER BI	FEB11 PRIS BILL	F12462	09/2011	3,710.00	
03/11/2011	742611	YELLOWSTONE ELECTRIC CO	4162			4,712.23	
561-7112-711.24-50	03/07/2011	INVOICE BIL3107	BIL3107	F12435	09/2011	4,712.23	
03/11/2011	742612	YELLOWSTONE VALLEY ANIMAL SHEL	20525			20,256.05	
150-2170-441.39-90	03/02/2011	CONTRACT 1-22-11\2-21-11	09-1189	282159	09/2011	20,256.05	
DATE RANGE TOTAL *						574,640.16 *	

Regular City Council Meeting

Date: 04/11/2011

TITLE: Payment of Claims March 18, 2011.

PRESENTED BY: Pat M. Weber, Financial Services Manager

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$1,308,390.13 have been audited and are presented for your approval for payment. A complete listing of the claims dated March 18, 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 the Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

List of claims greater than \$2500.

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
03/18/2011 845-3186-431.93-10	742615 03/16/2011	ACE ELECTRIC INC	40 WO0914 WICKS & ST. ANDREW	1	278464 09/2011	59,102.16 59,102.16	
03/18/2011 211-3132-433.47-10 211-3132-433.47-10	742620 03/09/2011 03/09/2011	ALPINE PRODUCTS INC	12662 ROAD AND HIGHWAY MATERIAL ROAD AND HIGHWAY MATERIAL	TM-114207 TM-114279	281782 09/2011 281782 09/2011	17,050.42 4,459.89 12,590.53	
03/18/2011 296-6555-463.72-75	742621 03/16/2011	AMERICAN TITLE & ESCROW	159 BOEHM,REBECCA - 838 KALE	BOEHM, REBECCA	282423 09/2011	20,065.00 20,065.00	
03/18/2011 503-7591-609.93-40	742624 03/16/2011	APPRAISAL GROUP THE	16403 WO0825 ZONE 3 RESERVOIR	02/25/11	282379 09/2011	2,925.00 2,925.00	
03/18/2011 150-2172-441.22-60 150-2112-421.22-60	742627 03/16/2011 03/16/2011	BALCO UNIFORM CO INC	6003 MISC SERVICES MISC SERVICES	74326-750-40 71177-750	281658 09/2011 281660 09/2011	4,600.00 1,100.00 3,500.00	
03/18/2011 660-3110-431.53-11 670-3141-489.53-11	742635 03/14/2011 03/14/2011	BILLINGS DEPOT INC	11948 QUARTERLY RENT QUARTERLY RENT	311 311	282384 09/2011 282384 09/2011	38,000.01 15,200.00 22,800.01	
03/18/2011 10-1220-412.32-10 502-7211-601.33-10 512-8211-621.33-10 10-1750-417.33-70 10-1411-414.31-10 541-3122-435.33-70 260-5511-455.32-90 260-5511-455.33-60 10-1313-413.33-60	742636 03/17/2011 03/17/2011 03/17/2011 03/17/2011 03/17/2011 03/17/2011 03/17/2011 03/17/2011 03/17/2011	BILLINGS GAZETTE	420 COURT PUD-W PUD-WW HR ONLINE BANNER SOLID WASTE LIBRARY LIBRARY ADMINISTRATION	FEBRUARY 2011 FEBRUARY 2011 FEBRUARY 2011 FEBRUARY 2011 FEBRUARY 2011 FEBRUARY 2011 FEBRUARY 2011 FEBRUARY 2011 FEBRUARY 2011	09/2011 09/2011 09/2011 09/2011 09/2011 09/2011 09/2011 09/2011 09/2011	4,315.02 311.81 880.94 230.10 447.98 565.71 620.76 124.44 996.00 137.28	
03/18/2011 503-7591-609.93-40	742652 03/16/2011	BROWN AND CALDWELL	18626 WO0825 ZONE 3 RESERVOIR	22	264675 09/2011	2,934.55 2,934.55	
03/18/2011 521-1595-493.93-90 521-1595-493.93-90 521-1595-493.93-90 205-0000-201.10-00 464-0000-201.10-00 464-0000-201.10-00 840-0000-201.10-00 840-0000-201.10-00 416-7493-603.92-20 845-3186-431.93-10 421-8493-623.93-40 503-7491-603.93-90 845-3186-431.93-10	742656 03/14/2011 03/14/2011 03/14/2011 03/16/2011 03/16/2011 03/16/2011 03/16/2011 03/16/2011 03/16/2011 03/16/2011 03/16/2011 03/16/2011 03/16/2011	BUSINESS TAX SECTION	2449 P1 LEASE SPACE P1 LEASE SPACE MURRAY FLOOR P1 SID 1388 DOROTHY LANE SID 1388 DOROTHY LANE SID 1388 DOROTHY LANE SID 1388 DOROTHY LANE SID 1388 DOROTHY LANE SID 1388 DOROTHY LANE WO0426 ZONE 4 RESERVOIR WO0917 24TH ST W CONCRETE WO0822 WWTP DISINFEC SYS WO1011 WTP HIGH SERVC WO0914 WICKS & ST. ANDREW	I-1116 I-1116 I-1116A RET RELEASE RET RELEASE RET RELEASE RET RELEASE RET RELEASE 17 11 11 3 1	281668 09/2011 281668 09/2011 281668 09/2011 276517 09/2011 276517 09/2011 276517 09/2011 276517 09/2011 276517 09/2011 276517 09/2011 267994 09/2011 269602 09/2011 272597 09/2011 276191 09/2011 278465 09/2011	7,202.13 44.42 2.80 2.23 11.30 89.37 10.84 11.74 1.42 1,116.15 19.63 1,378.06 3,496.95 596.99	

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
503-7591-609.93-40	03/16/2011	WO1008 WTP CLEARWELL BAFL	1	281070	09/2011	190.00	
205-3131-433.93-10	03/16/2011	SID 1388 DOROTHY LANE	4	282418	09/2011	25.39	
464-3161-431.93-10	03/16/2011	SID 1388 DOROTHY LANE	4	282418	09/2011	237.73	
840-3184-431.93-10	03/16/2011	SID 1388 DOROTHY LANE	4	282418	09/2011	32.89-	
03/18/2011 742658		CENTER FOR PUBLIC SAFETY, INC	20861			2,950.00	
225-2232-422.35-90	03/16/2011	911/SPATIAL NEEDS STUDY	30936 SPCE STDY	274061	09/2011	2,950.00	
03/18/2011 742664		COP CONSTRUCTION CO	865			18,810.00	
503-7591-609.93-40	03/16/2011	WO1008 WTP CLEARWELL BAFL	1	281069	09/2011	18,810.00	
03/18/2011 742665		CSG SYSTEMS INC	20870			15,482.84	
502-7311-602.31-10	03/14/2011	MISC SERVICES	70818	282365	09/2011	6,848.07	
502-7311-602.31-11	03/14/2011	MISC SERVICES	70818	282365	09/2011	2,441.64	
512-8311-622.31-10	03/14/2011	MISC SERVICES	70818	282365	09/2011	4,564.34	
512-8311-622.31-11	03/14/2011	MISC SERVICES	70818	282365	09/2011	1,628.79	
03/18/2011 742666		CTA ARCHITECTS	920			4,500.00	
521-1592-493.24-50	03/16/2011	P2 STRUCTURAL REPAIR	88192	282428	09/2011	4,500.00	
03/18/2011 742667		CXT INCORPORATED	17365			47,558.20	
10-5111-452.93-70	03/14/2011	SKATEPARK RESTROOM	SKATEPARK REST	278580	09/2011	47,558.20	
03/18/2011 742680		FIRST MONTANA TITLE CO	1304			15,000.00	
289-6581-464.72-77	03/11/2011	AMY LUDDEN, 1518 20TH WST	LUDDEN, AMY	282343	09/2011	15,000.00	
03/18/2011 742681		FIRST MONTANA TITLE CO	1304			15,000.00	
289-6581-464.72-77	03/16/2011	COLES,BRIAN 1012 LK ELMO	COLES, BRIAN	282410	09/2011	15,000.00	
03/18/2011 742685		GENERAL ELECTRIC CAPITAL CORP	19598			9,370.42	
150-2150-421.61-00	03/17/2011	MISC SERVICES	INVOICE	282440	09/2011	9,045.82	
150-2150-421.62-00	03/17/2011	MISC SERVICES	INVOICE	282440	09/2011	324.60	
03/18/2011 742686		GEOTECHNICAL SUPPLY INC	21562			4,784.00	
512-8400-623.24-50	03/09/2011	MISC SERVICES	011478	281814	09/2011	4,784.00	
03/18/2011 742706		INGRAM BOOK COMPANY	1820			9,147.34	
260-5519-455.32-23	03/03/2011	PUBLICATIONS/AUDIOVISUAL	56608379	281082	09/2011	21.97	
260-5519-455.32-26	03/03/2011	PUBLICATIONS/AUDIOVISUAL	56608379	281082	09/2011	9.58	
260-5519-455.32-27	03/03/2011	PUBLICATIONS/AUDIOVISUAL	56608379	281082	09/2011	121.47	
260-5519-455.33-33	03/03/2011	PUBLICATIONS/AUDIOVISUAL	56608379	281082	09/2011	78.46	
260-5519-455.32-23	03/10/2011	PUBLICATIONS/AUDIOVISUAL	56608378	281082	09/2011	23.99	
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	56608378	281082	09/2011	26.67	
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	56766183	281082	09/2011	20.97	
260-5519-455.32-27	03/10/2011	PUBLICATIONS/AUDIOVISUAL	56766184	281082	09/2011	168.92	
260-5519-455.32-41	03/10/2011	PUBLICATIONS/AUDIOVISUAL	56766184	281082	09/2011	96.25	
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	56849015	281082	09/2011	117.15	
260-5519-455.32-27	03/10/2011	PUBLICATIONS/AUDIOVISUAL	56849017	281082	09/2011	8.97	
260-5519-455.32-55	03/10/2011	PUBLICATIONS/AUDIOVISUAL	56849017	281082	09/2011	5.99	
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260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	56849020	281082 09/2011 48.04
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	56849021	281082 09/2011 43.60
260-5519-455.32-27	03/10/2011	PUBLICATIONS/AUDIOVISUAL	56849021	281082 09/2011 14.15
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	56849022	281082 09/2011 325.11
260-5519-455.32-41	03/10/2011	PUBLICATIONS/AUDIOVISUAL	56849022	281082 09/2011 4.79
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	56849023	281082 09/2011 8.40
260-5519-455.32-27	03/10/2011	PUBLICATIONS/AUDIOVISUAL	56849023	281082 09/2011 15.90
260-5511-455.79-30	03/10/2011	PUBLICATIONS/AUDIOVISUAL	56849024	281082 09/2011 19.16
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	56879478	281082 09/2011 14.74
260-5519-455.32-27	03/10/2011	PUBLICATIONS/AUDIOVISUAL	56879478	281082 09/2011 51.00
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	56879479	281082 09/2011 18.58
260-5519-455.33-33	03/10/2011	PUBLICATIONS/AUDIOVISUAL	56879480	281082 09/2011 67.09
260-5519-455.32-55	03/10/2011	PUBLICATIONS/AUDIOVISUAL	56879481	281082 09/2011 78.56
260-5519-455.33-33	03/10/2011	PUBLICATIONS/AUDIOVISUAL	56879481	281082 09/2011 1,335.34
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260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	56879483	281082 09/2011 16.52
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	56879484	281082 09/2011 14.16
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	56879485	281082 09/2011 88.44
260-5519-455.32-27	03/10/2011	PUBLICATIONS/AUDIOVISUAL	56879486	281082 09/2011 16.52
260-5519-455.33-33	03/10/2011	PUBLICATIONS/AUDIOVISUAL	56879487	281082 09/2011 13.19
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	56910590	281082 09/2011 29.48
260-5519-455.32-27	03/10/2011	PUBLICATIONS/AUDIOVISUAL	56910591	281082 09/2011 9.57
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260-5519-455.32-27	03/10/2011	PUBLICATIONS/AUDIOVISUAL	56920234	281082 09/2011 12.83
260-5519-455.32-41	03/10/2011	PUBLICATIONS/AUDIOVISUAL	56920234	281082 09/2011 55.76
260-5519-455.33-33	03/10/2011	PUBLICATIONS/AUDIOVISUAL	56920235	281082 09/2011 421.82
260-5519-455.32-27	03/10/2011	PUBLICATIONS/AUDIOVISUAL	56920236	281082 09/2011 7.13
260-5519-455.33-34	03/10/2011	PUBLICATIONS/AUDIOVISUAL	56920237	281082 09/2011 14.99
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57053336	281082 09/2011 11.97
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57053337	281082 09/2011 155.20
260-5519-455.32-27	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57053338	281082 09/2011 11.97
260-5519-455.33-33	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57053338	281082 09/2011 70.73
260-5519-455.33-33	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57053339	281082 09/2011 41.26
260-5519-455.33-82	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57053340	281082 09/2011 31.20
260-5519-455.32-27	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57053341	281082 09/2011 8.40
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260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57053343	281082 09/2011 14.72
260-5519-455.32-27	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57053343	281082 09/2011 35.99
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57053344	281082 09/2011 85.03
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57053345	281082 09/2011 14.16
260-5519-455.32-27	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57053346	281082 09/2011 15.34
260-5519-455.32-27	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57053347	281082 09/2011 23.94
260-5519-455.33-33	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57053347	281082 09/2011 10.02
260-5519-455.32-27	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57053348	281082 09/2011 13.77
260-5519-455.32-23	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57053349	281082 09/2011 33.94
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57053349	281082 09/2011 134.17
260-5519-455.32-27	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57053349	281082 09/2011 880.56
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260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57053351	281082 09/2011 14.13
260-5519-455.32-27	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57053352	281082 09/2011 9.00
260-5519-455.33-33	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57067158	281082 09/2011 11.04
260-5519-455.33-33	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57075217	281082 09/2011 31.92
260-5519-455.33-34	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57075218	281082 09/2011 17.43
260-5515-455.22-80	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57075219	281082 09/2011 47.90
260-5519-455.33-33	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57127151	281082 09/2011 18.82
260-5519-455.32-23	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57127152	281082 09/2011 16.49
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57127152	281082 09/2011 33.87
260-5519-455.32-27	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57127152	281082 09/2011 247.50
260-5519-455.32-55	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57127152	281082 09/2011 8.97
260-5519-455.32-27	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57127153	281082 09/2011 53.92
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57160848	281082 09/2011 55.59
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57160849	281082 09/2011 9.58
260-5519-455.33-33	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57160849	281082 09/2011 35.56
260-5519-455.32-27	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57160850	281082 09/2011 26.94
260-5519-455.32-41	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57160850	281082 09/2011 4.79
260-5519-455.32-55	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57160851	281082 09/2011 10.02
260-5519-455.32-27	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57160852	281082 09/2011 71.90
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57160853	281082 09/2011 93.25
260-5519-455.32-27	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57160853	281082 09/2011 71.90
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57160854	281082 09/2011 14.74
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57160855	281082 09/2011 29.44
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57160856	281082 09/2011 157.03
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57160857	281082 09/2011 16.51
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57184850	281082 09/2011 8.39
260-5519-455.32-55	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57203050	281082 09/2011 17.08
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57203051	281082 09/2011 48.91
260-5519-455.33-33	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57212103	281082 09/2011 28.88
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57212104	281082 09/2011 35.89
260-5519-455.32-42	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57212105	281082 09/2011 135.77
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57212106	281082 09/2011 11.80
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57327707	281082 09/2011 61.48
260-5519-455.32-55	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57327707	281082 09/2011 9.43
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57327708	281082 09/2011 79.73
260-5519-455.32-23	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57327709	281082 09/2011 19.24
260-5519-455.33-33	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57327710	281082 09/2011 10.02
260-5519-455.32-27	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57327711	281082 09/2011 30.03
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57327712	281082 09/2011 22.79
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57327713	281082 09/2011 55.52
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57327714	281082 09/2011 41.87
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57327715	281082 09/2011 259.57
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57327716	281082 09/2011 42.44
260-5519-455.32-23	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57327717	281082 09/2011 63.20
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57327717	281082 09/2011 155.37
260-5519-455.32-55	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57327717	281082 09/2011 51.18
260-5519-455.79-30	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57327717	281082 09/2011 236.00
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57327718	281082 09/2011 8.97
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260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57343174	281082	09/2011	10.78	
260-5519-455.33-33	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57343175	281082	09/2011	60.16	
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57343176	281082	09/2011	19.75	
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57351381	281082	09/2011	50.66	
260-5519-455.32-55	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57351381	281082	09/2011	16.51	
260-5519-455.79-30	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57351381	281082	09/2011	37.15	
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57481748	281082	09/2011	98.13	
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57481749	281082	09/2011	176.59	
260-5519-455.32-27	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57481750	281082	09/2011	93.67	
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260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57481752	281082	09/2011	77.98	
260-5519-455.32-42	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57481753	281082	09/2011	16.50	
260-5519-455.32-27	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57481754	281082	09/2011	8.40	
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57481755	281082	09/2011	85.14	
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57481756	281082	09/2011	80.72	
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57481757	281082	09/2011	9.00	
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57481758	281082	09/2011	30.62	
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57481759	281082	09/2011	14.74	
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57481760	281082	09/2011	146.91	
260-5519-455.32-26	03/10/2011	PUBLICATIONS/AUDIOVISUAL	57481761	281082	09/2011	14.74	
260-5519-455.32-26	03/11/2011	PUBLICATIONS/AUDIOVISUAL	56849016	281082	09/2011	240.23	
03/18/2011	742710	KADRMAS LEE & JACKSON	14850			11,689.63	
845-3186-431.93-10	03/16/2011	WO0412 ALKALI CR RD	22/121753	259114	09/2011	2,978.51	
435-3165-431.93-11	03/16/2011	WO0412 ALKALI CR RD	9/121756	259114	09/2011	237.35	
840-3184-431.93-10	03/16/2011	WO0412 ALKALI CR RD	9/121756	259114	09/2011	2,676.26	
845-3186-431.93-10	03/16/2011	WO0412 ALKALI CR RD	9/121756	259114	09/2011	5,797.51	
03/18/2011	742732	MONTANA DAKOTA UTILITIES CO	2492			3,515.83	
512-8500-625.34-40	03/17/2011	PUD	05211321		09/2011	88.81	
10-5122-451.34-40	03/17/2011	REC	05552021		09/2011	556.74	
150-2221-422.34-40	03/17/2011	FIRE	05597121		09/2011	2,096.00	
502-7400-603.34-40	03/17/2011	PUD	05780623		09/2011	204.07	
150-2221-422.34-40	03/17/2011	FIRE	05937321		09/2011	570.21	
03/18/2011	742735	MONTANA MUNICIPAL INTERLOCAL	20725			32,287.89	
630-1753-485.73-11	03/14/2011	MISC SERVICES	211006	282374	09/2011	32,287.89	
03/18/2011	742740	MURRAY ENTERPRISES LLC	21554			4,894.94	
521-1595-493.93-90	03/14/2011	P1 LEASE SPACE CHG ORDER	I-1109	281667	09/2011	277.20	
521-1595-493.93-90	03/14/2011	P1 LEASE SPACE	I-1115	281667	09/2011	397.81	
521-1595-493.93-90	03/14/2011	P1 LEASE SPACE	I-1116	281667	09/2011	4,000.03	
521-1595-493.93-90	03/14/2011	MANN MORT FLOOR P1	I-1116	281667	09/2011	219.90	
03/18/2011	742741	NEW WORLD SYSTEMS	8477			4,579.26	
150-2221-422.38-23	03/14/2011	2011/CONF/REGIS/LODGING	009195 RONQUILL	282376	09/2011	1,526.42	
620-1912-482.38-70	03/17/2011	MISC SERVICES	009193 009194	282448	09/2011	3,052.84	
03/18/2011	742744	NORTHWESTERN ENERGY	15771			21,824.13	
512-8400-623.34-10	03/09/2011	MISC SERVICES	01005917 FEB11	282232	09/2011	46.16	

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561-7113-711.34-10	03/14/2011	0100483-7	031411	F12483	09/2011	3,220.57	
561-7113-711.34-10	03/14/2011	0100484-5	031411	F12483	09/2011	2,893.54	
561-7113-711.34-10	03/14/2011	1647695-4	031411	F12483	09/2011	40.96	
561-7117-711.34-10	03/14/2011	1669567-8	031411	F12483	09/2011	641.84	
266-6773-465.72-91	03/16/2011	1128 LYNN AVE - ELECTRIC	1894940-4	282414	09/2011	14.23	
266-6773-465.72-91	03/16/2011	1039 CUSTER AVE ELECTRIC	1894944-6	282414	09/2011	35.68	
266-6773-465.72-91	03/16/2011	3701 CAMBRIDGE ELECTRIC	1894946-1	282414	09/2011	39.15	
10-5127-451.34-10	03/17/2011	NW PARK/REC/PL	07123870		09/2011	41.06	
10-5122-451.34-10	03/17/2011	NW PARK/REC/PL	07125362		09/2011	165.28	
10-5122-451.34-10	03/17/2011	NW PARK/REC/PL	07208184		09/2011	48.05	
10-5126-451.34-10	03/17/2011	NW PARK/REC/PL	07208218		09/2011	74.40	
502-7400-603.34-10	03/17/2011	NW PUD-WATER TREAT	07222649		09/2011	1,881.38	
10-5112-452.34-10	03/17/2011	NW PARK/REC/PL	07222870		09/2011	20.26	
502-7400-603.34-10	03/17/2011	NW PUD-WATER TREAT	07230402		09/2011	2,177.23	
502-7400-603.34-10	03/17/2011	NW PUD-WATER TREAT	07230592		09/2011	72.09	
211-3132-433.34-10	03/17/2011	NW PUBLIC WORKS	08554040		09/2011	8.90	
150-2221-422.34-10	03/17/2011	NW FIRE	08715468		09/2011	692.60	
10-5112-452.34-10	03/17/2011	NW PARK/REC/PL	09254962		09/2011	217.93	
650-1566-487.34-10	03/17/2011		09758087		09/2011	405.80	
502-7400-603.34-10	03/17/2011	NW PUD	11164522		09/2011	391.08	
561-7117-711.34-10	03/17/2011	NW PUD	11389269		09/2011	141.30	
650-1566-487.34-10	03/17/2011	ACCOUNTS PAYABLE	11608023		09/2011	896.54	
650-1566-487.34-10	03/17/2011	ACCOUNTS PAYABLE	11608049		09/2011	3,564.99	
650-1566-487.34-10	03/17/2011	NW	12693917		09/2011	3,890.54	
211-3132-433.34-10	03/17/2011	STREETS/TRAFFIC	17403577		09/2011	.19	
211-3132-433.34-10	03/17/2011	STREETS/TRAFFIC	17488966		09/2011	.41	
10-5112-452.34-10	03/17/2011	PARKS	18366666		09/2011	34.87	
03/18/2011	742754	NORTHWESTERN ENERGY	15784			143,244.78	
211-3132-433.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE SIGNALS		09/2011	12,272.05	
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712544-6		09/2011	470.25	
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712545-3		09/2011	485.00	
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712546-1		09/2011	1,407.96	
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0721276-4		09/2011	3,863.14	
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810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712554-5		09/2011	89.44	
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712556-0		09/2011	440.05	
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712557-8		09/2011	13,334.99	
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712558-6		09/2011	1,507.71	
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712559-4		09/2011	2,461.75	
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712560-2		09/2011	1,620.11	
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712561-0		09/2011	4,063.16	
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712562-8		09/2011	168.87	
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712563-6		09/2011	874.35	
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712564-4		09/2011	205.74	
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712565-1		09/2011	540.03	
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712566-9		09/2011	2,983.83	
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712567-7		09/2011	215.94	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712568-5	09/2011 142.48
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712570-1	09/2011 2,314.46
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712571-9	09/2011 176.06
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712572-7	09/2011 308.58
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712573-5	09/2011 900.06
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712574-3	09/2011 360.03
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712575-0	09/2011 180.01
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712576-8	09/2011 660.19
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712577-6	09/2011 462.12
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712578-4	09/2011 308.58
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712579-2	09/2011 133.74
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712580-0	09/2011 797.20
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712581-8	09/2011 217.31
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712582-6	09/2011 501.48
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712583-4	09/2011 484.14
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712584-2	09/2011 428.17
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712585-9	09/2011 348.01
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810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712587-5	09/2011 231.44
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712588-3	09/2011 537.37
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810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712590-9	09/2011 440.12
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712591-7	09/2011 334.31
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810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712594-1	09/2011 704.20
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712595-8	09/2011 591.47
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712596-6	09/2011 4,026.45
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810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712599-0	09/2011 462.88
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712600-6	09/2011 858.24
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712601-4	09/2011 745.77
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712602-2	09/2011 1,018.79
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712603-0	09/2011 668.63
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810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712605-5	09/2011 56.60
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712606-3	09/2011 616.15
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712607-1	09/2011 352.10
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712608-9	09/2011 822.92
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712609-7	09/2011 220.07
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712610-5	09/2011 528.16
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712611-3	09/2011 501.49
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712612-1	09/2011 1,100.32
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712613-9	09/2011 924.25
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712614-7	09/2011 308.09
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712615-4	09/2011 40.44
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712616-2	09/2011 242.08
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712617-0	09/2011 484.14
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712618-8	09/2011 330.09

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
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810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712620-4	09/2011 550.16
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712621-2	09/2011 1,100.31
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712622-0	09/2011 352.10
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712623-8	09/2011 132.04
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712624-6	09/2011 576.36
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712625-3	09/2011 220.07
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712626-1	09/2011 264.06
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712627-9	09/2011 220.07
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712628-7	09/2011 1,144.32
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712629-5	09/2011 393.15
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712630-3	09/2011 286.08
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712631-1	09/2011 704.20
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712632-9	09/2011 238.50
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712633-7	09/2011 198.76
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712634-5	09/2011 63.84
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712635-2	09/2011 63.84
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712636-0	09/2011 110.04
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712637-8	09/2011 68.10
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712638-6	09/2011 462.12
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712639-4	09/2011 733.81
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712640-2	09/2011 17.02
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712641-0	09/2011 351.57
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712642-8	09/2011 32.34
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712643-6	09/2011 308.09
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810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712645-1	09/2011 254.00
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810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712654-3	09/2011 251.36
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712655-0	09/2011 8.08
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712656-8	09/2011 67.29
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712657-6	09/2011 102.16
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712658-4	09/2011 1,699.99
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712659-2	09/2011 380.26
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712660-0	09/2011 273.85
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712661-8	09/2011 554.01
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712662-6	09/2011 745.77
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712663-4	09/2011 385.74
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712664-2	09/2011 900.06
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712665-9	09/2011 540.03
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712666-7	09/2011 2,340.17
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712667-5	09/2011 744.13
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712668-3	09/2011 438.70

PROGRAM: GM350L
CITY OF BILLINGS

MINIMUM AMOUNT: 2,500.00
FROM 03/18/2011 TO 03/18/2011

BANK CODE 00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712669-1		09/2011	468.52
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712670-9		09/2011	149.06
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712671-7		09/2011	374.10
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712672-5		09/2011	13.83
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712673-3		09/2011	88.02
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712674-1		09/2011	357.76
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712675-8		09/2011	577.46
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712676-6		09/2011	77.15
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712677-4		09/2011	102.86
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810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712679-0		09/2011	308.58
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712680-8		09/2011	1,079.60
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712681-6		09/2011	2,287.93
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0718734-7		09/2011	2,545.90
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 1301786-8		09/2011	17.52
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0719001-0		09/2011	181.27
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0718801-4		09/2011	3,655.80
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0719162-0		09/2011	514.32
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0720544-7		09/2011	1,801.73
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0719763-5		09/2011	134.59
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0720813-5		09/2011	143.48
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0720360-7		09/2011	784.87
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0720606-3		09/2011	2,428.28
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 1301786-8		09/2011	16.18
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0720810-1		09/2011	1,223.39
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0720705-3		09/2011	462.88
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0720937-2		09/2011	2,920.47
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0720716-0		09/2011	869.17
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0721427-3		09/2011	146.83
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0721556-9		09/2011	325.33
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0721684-9		09/2011	55.22
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0833098-7		09/2011	69.57
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0906944-4		09/2011	391.51
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0995095-7		09/2011	929.94
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0905005-5		09/2011	2,612.24
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0926386-4		09/2011	187.48
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810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0961926-3		09/2011	425.32
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 1058710-3		09/2011	767.12
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 1087619-1		09/2011	208.70
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810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 1172743-5		09/2011	337.84
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 1206985-2		09/2011	315.24
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 1296582-8		09/2011	220.87
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 1246537-3		09/2011	125.89
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 1303978-9		09/2011	1,659.10
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 1685375-6		09/2011	313.61
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 1433921-2		09/2011	142.87

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
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810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 1481540-1	09/2011 176.06
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 1662840-6	09/2011 374.46
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810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 1695873-8	09/2011 811.12
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 1740353-6	09/2011 268.74
810-3183-431.34-10	03/31/2011	LIGHT MAINT TRANSFER	NWE 0712569-3	09/2011 49.29
03/18/2011 742757		OSTERMILLER CONST	2839	35,134.88
205-0000-201.10-00	03/16/2011	SID 1388 DOROTHY LANE	RET RELEASE	276515 09/2011 1,119.22
464-0000-201.10-00	03/16/2011	SID 1388 DOROTHY LANE	RET RELEASE	276515 09/2011 8,847.22
464-0000-201.10-00	03/16/2011	SID 1388 DOROTHY LANE	RET RELEASE	276515 09/2011 1,073.14
840-0000-201.10-00	03/16/2011	SID 1388 DOROTHY LANE	RET RELEASE	276515 09/2011 1,162.61
840-0000-201.10-00	03/16/2011	SID 1388 DOROTHY LANE	RET RELEASE	276515 09/2011 141.02
205-3131-433.93-10	03/16/2011	SID 1388 DOROTHY LANE	4-FINAL	276515 09/2011 2,513.29
464-3161-431.93-10	03/16/2011	SID 1388 DOROTHY LANE	4-FINAL	276515 09/2011 23,534.86
840-3184-431.93-10	03/16/2011	SID 1388 DOROTHY LANE	4-FINAL	276515 09/2011 3,256.48-
03/18/2011 742773		RIMROCK FOUNDATION	3210	16,052.51
738-1264-412.35-60	03/15/2011	SAMHSA-FEBRUARY 2011	2011-8	282395 09/2011 3,674.86
738-1264-412.35-90	03/15/2011	SAMHSA-FEBRUARY 2011	2011-8	282395 09/2011 3,785.71
738-1264-412.37-30	03/15/2011	SAMHSA-FEBRUARY 2011	2011-8	282395 09/2011 21.12
738-1264-412.39-90	03/15/2011	SAMHSA-FEBRUARY 2011	2011-8	282395 09/2011 2,712.39
246-1250-412.35-90	03/15/2011	BAMDC-IOP COUNSELOR-FEB11	2011-8	282396 09/2011 3,869.39
245-1256-412.39-90	03/15/2011	MENTAL HEALTH-COUNSELOR	2011-8	282397 09/2011 1,989.04
03/18/2011 742778		S.D. MYERS INC	20518	6,599.00
512-8400-623.23-60	03/14/2011	MISC SERVICES	682373	282363 09/2011 3,631.00
502-7400-603.23-60	03/14/2011	MISC SERVICES	682536	282363 09/2011 2,968.00
03/18/2011 742788		STAR SERVICE INC	3553	456,697.40
416-7493-603.92-20	03/16/2011	WO0426 ZONE 4 RESERVOIR	17	267993 09/2011 110,499.35
503-7491-603.93-90	03/16/2011	WO1011 WTP HIGH SRVC	3	276190 09/2011 346,198.05
03/18/2011 742789		STEWART TITLE OF BILLINGS	17985	15,000.00
289-6581-464.72-77	03/16/2011	LANDWEHR, JAMES & AMY	LANDWEHR, JAMES	282441 09/2011 15,000.00
03/18/2011 742793		TERRYBERRY MANUFACTURING	3707	5,168.96
10-1750-417.33-65	03/14/2011	MISC SERVICES	872735	282375 09/2011 5,168.96
03/18/2011 742797		TOWN & COUNTRY SUPPLY ASSOCIAT	18295	10,952.47
561-7118-711.23-13	03/14/2011	INVOICE #81438	81438	F12481 09/2011 7,848.50
150-2226-422.23-10	03/15/2011	FIRE5:DIESEL 200 GALLONS	74628 FIRE5	276337 09/2011 597.68
150-2226-422.23-10	03/15/2011	FIRE1:UNLEADED 400 GALS	74629 FIRE 1	276337 09/2011 1,176.44

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
150-2226-422.23-10	03/15/2011	FIRE1:DIESEL 245 GALLONS	74630 FIRE1	276337	09/2011	732.17	
150-2226-422.23-10	03/15/2011	FIRE6:DIESEL #2 200 GALS	74631 FIRE6	276337	09/2011	597.68	
03/18/2011	742802	VAN ARSDALE CONSTRUCTION	5988			6,082.53	
266-6773-465.72-91	03/16/2011	1128 LYNN AVE APPLIANCES	1128 LYNN AVE	282413	09/2011	3,454.91	
266-6773-465.72-91	03/16/2011	3701 CAMBRIDGE APPLIANCES	3701 CAMBRIDGE	282413	09/2011	2,627.62	
03/18/2011	742809	WESTERN SYSTEMS INC	19490			19,060.15	
845-3186-431.93-10	03/09/2011	MISC SERVICES	5379	277586	09/2011	19,060.15	
03/18/2011	742810	WILLIAMS BROTHER CONSTRUCTION	8323			136,427.50	
421-8493-623.93-40	03/16/2011	W00822 WWTP DISINFEC SYS	11	272596	09/2011	136,427.50	
03/18/2011	742811	WINGFOOT COMMERCIAL TIRE	15322			3,252.40	
211-3130-433.23-20	02/14/2011	MP	176-1031379	280503	08/2011	20.95	
211-3134-433.23-90	02/16/2011	MP	280583	280503	08/2011	325.92	
150-2226-422.23-90	02/18/2011	MP	176-1031414	280503	08/2011	192.38	
150-2226-422.23-90	02/18/2011	MP	176-1031414	280503	08/2011	1,019.44	
211-3134-433.23-20	03/17/2011	MP	176-1031386	280503	09/2011	270.54	
10-5112-452.23-90	03/17/2011	MP	176-1031408	280503	09/2011	20.95	
10-5112-452.23-90	03/17/2011	MP	176-1031408	280503	09/2011	65.00	
211-3130-433.23-90	03/17/2011	MP	176-1031421	280503	09/2011	284.40	
211-3140-433.23-90	03/17/2011	MP	176-1031428	280503	09/2011	54.39	
211-3130-433.23-90	03/17/2011	MP	280503	280503	09/2011	998.43	

DATE RANGE TOTAL * 1,231,261.35 *

Regular City Council Meeting

Date: 04/11/2011

TITLE: Purchase Agreement with Alley Cat Investments, LLC for lots 1-7, block 109, Original Townsite of Billings

PRESENTED BY: Bruce McCandless, Asst. City Administrator

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The Downtown Billings Partnership (DBP) Board of Directors recommends that the City of Billings purchase lots 1-7, block 109 of the Original Townsite of Billings, generally located on the north side of Montana Avenue between N. 27th St. and N. 28th St. (Broadway). The property contains a three story office building (Windsor Court) and a surface parking lot where the Empire Bar was formerly located. The property would be purchased as part of the land assemblage for a new, 500 space public parking structure, presently being called the Empire Parking Garage. The purchase price would be the review appraisal amount, presently estimated to be \$1,650,000. The final appraisal review will be completed prior to April 15th. The proposed closing date is May 2, 2011. The funding sources would be Tax Increment and Parking reserves.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the property purchase.;
- Decline to purchase the property and not construct a new parking garage at this time and this location; or
- Delay the purchase after determining whether the property owner is willing to close at a later date.

FINANCIAL IMPACT

Per Resolution No. 93-16740, the City staff requested two real estate appraisals and a review appraisal for the property purchase. The review appraiser will deliver his work no later than April 15, so the final purchase price is not known. However, the two primary appraisals are within \$125,000 of each other and the average of the two is \$1,650,000.

The proposed sources of funds for the purchase are approximately \$1.5 million from the N. 27th Street Tax Increment District and \$1 million from the Parking Fund. There are sufficient funds to accomplish the purchase, however, additional large downtown public improvement projects will not be possible for the remainder of the year. Depending on the Council's decision on two other associated items, there may not be funding available for other large projects until the increment grows substantially higher and parking reserves are replenished. The parking contribution uses all of the discretionary reserves and the tax increment contribution equals almost 80% of the tax year 2010 increment.

The two associated items are purchasing additional property and constructing a new parking garage. The other property is the remainder of the 1/2 block, being the Northern Hotel parking structure. That property is located on the west 5 lots of the block and its estimated purchase price is \$900,000. After the property is secured, the DBP will propose that the City bond for constructing a 500 +/- space parking structure. That structure could cost \$11 million to \$17

million. If the Council approves that proposal, the bond debt service will require commitment of over half of the annual tax increment income, sale of the Park IV structure and \$100,000 per year contribution from the parking fund.

In addition to the land acquisition and garage cost, the Northern Hotel developer is asking for a tax increment grant to reimburse him for eligible public improvements costs. Those improvements include curb, gutter, sidewalks, utilities and the building facade. The grant could total approximately \$2.1 million spread over as many as 20 years. Beginning with an annual increment of \$1.9 million and deducting \$1.1 million for garage debt service, \$300,000 for the DBP management agreement and \$100,000 of other committed expenses, there will be about \$400,000 per year available for spending on public improvements. The proposal is to pay the developer 45% of the available annual increment, which would equal \$180,000. That leaves approximately \$220,000 per year for all other downtown improvement projects.

BACKGROUND

In 2009, the City contracted for and received a parking demand study. Its primary purpose was to identify areas in the downtown that have the highest demand for additional public parking. The study indicated that there are two or three downtown locations where the City should consider building a new parking structure. The area around the new Federal Courthouse and at 4th and Broadway were identified as high priority but not having immediate parking needs. The area near a proposed downtown convention center on Montana Avenue was the highest potential demand site. The study estimated that there would be a 500+/- parking space deficiency at this location within 5 years, but only if a convention center is constructed (see Section 5 Summary Recommendations, page 62).

After obtaining the study, the Downtown Billings Partnership (DBP) contracted for a convention center market study. The study indicated that the city, specifically downtown, can support a 25,000 sq. ft. convention center. It should be constructed, owned and operated by one of the downtown hotels. The DBP approached those businesses to determine their interest in a convention center and a new parking structure to support it. None of the hotels or other businesses have committed to building and operating the convention center but the DBP is still working with them to develop that interest and commitment.

The preferred parking structure location is on Montana Avenue between N. 27th and N. 28th (Broadway). That structure would contain approximately 500 spaces and approximately 18,000 sq. ft. of retail space on the ground floor, facing Montana Avenue. Alley Cat Investments (owned by Bill Honaker) obtained an option to purchase the Windsor Court property (NW corner of N. 27th & Montana Ave) in 2005. That option expired on March 31, 2011, so Alley Cat exercised the option and will purchase the property later this spring unless the City buys it before it transfers to Alley Cat.

Alley Cat and the owner of the Windsor Court building jointly purchased the Empire Bar and adjacent properties. The bar and an adjoining building were razed a few years ago to create a surface parking lot. Alley Cat has an option to purchase the other owner's interest in the property, which is subject to the same conditions as the adjoining building.

City Resolution No. 93-16740 sets property acquisition standards. Two appraisals and a review appraisal are required due to these properties' values. DBP contracted for an appraisal and the City contracted for the other appraisal and the review appraisal. The two appraisals indicate the value of the Windsor Court and the parking lot to be approximately \$1,650,000. The review appraiser will deliver his report no later than April 15th and Alley Cat has agreed to accept the

review appraisal price.

The purchase agreement sets a number of conditions for the property sale. The principal ones are:

- \$15,000 earnest money deposit that is forfeited if the City does not close;
- Design approval for the new garage;
- City allows 25 ground floor parking spaces in the new garage to be leased for approximately \$4,300/space;
- Option to purchase the east corner of the retail space for the market price to be determined later;
- Free lease of 25 spaces in the surface lot until the City begins garage construction;
- If the City fails to construct the new garage within 2 years, Alley Cat may reacquire the property.

RECOMMENDATION

The Downtown Billings Partnership Board of Directors recommends that the City Council approve purchasing Lots 1-7, Block 109 of the Original Townsite of Billings from Alley Cat Investments for the review appraisal price, or approximately \$1,650,000.

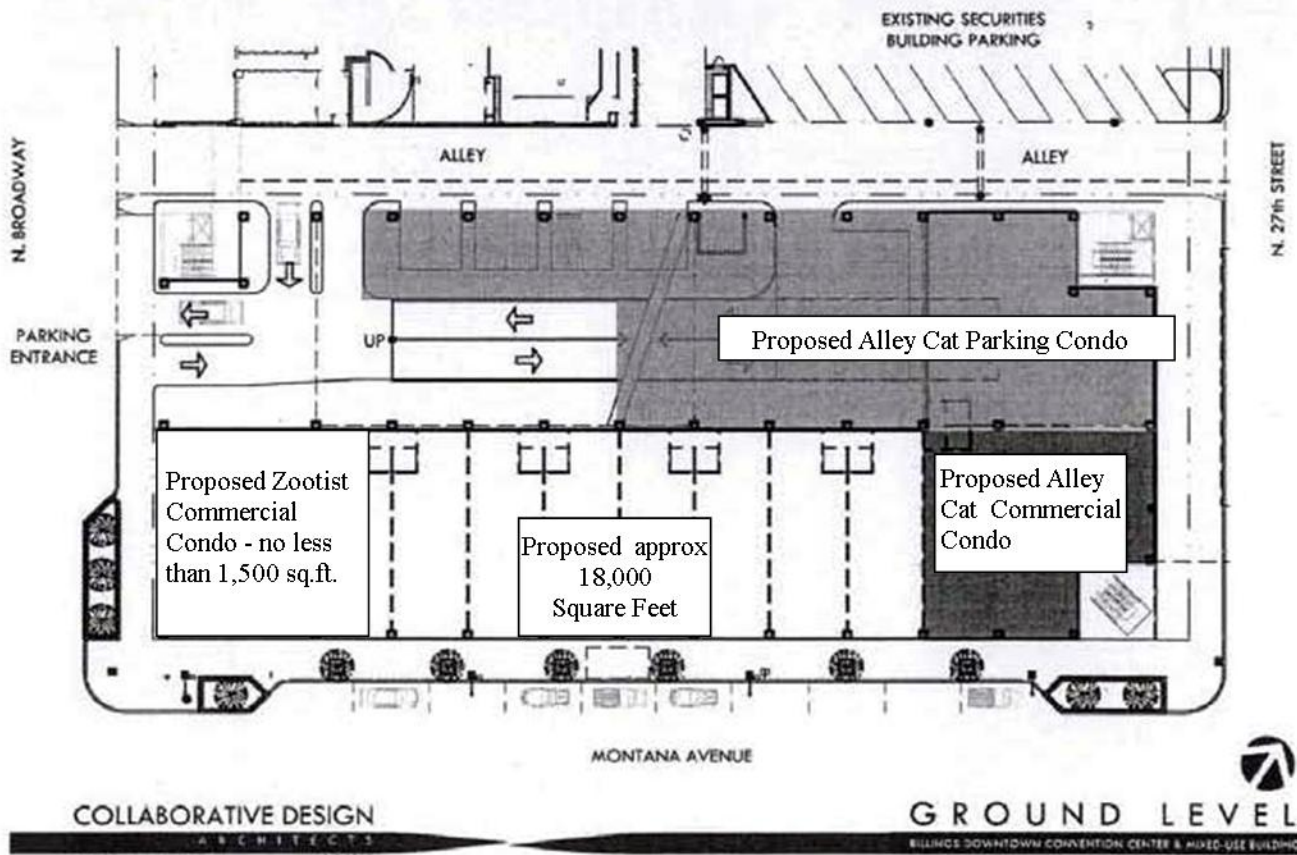
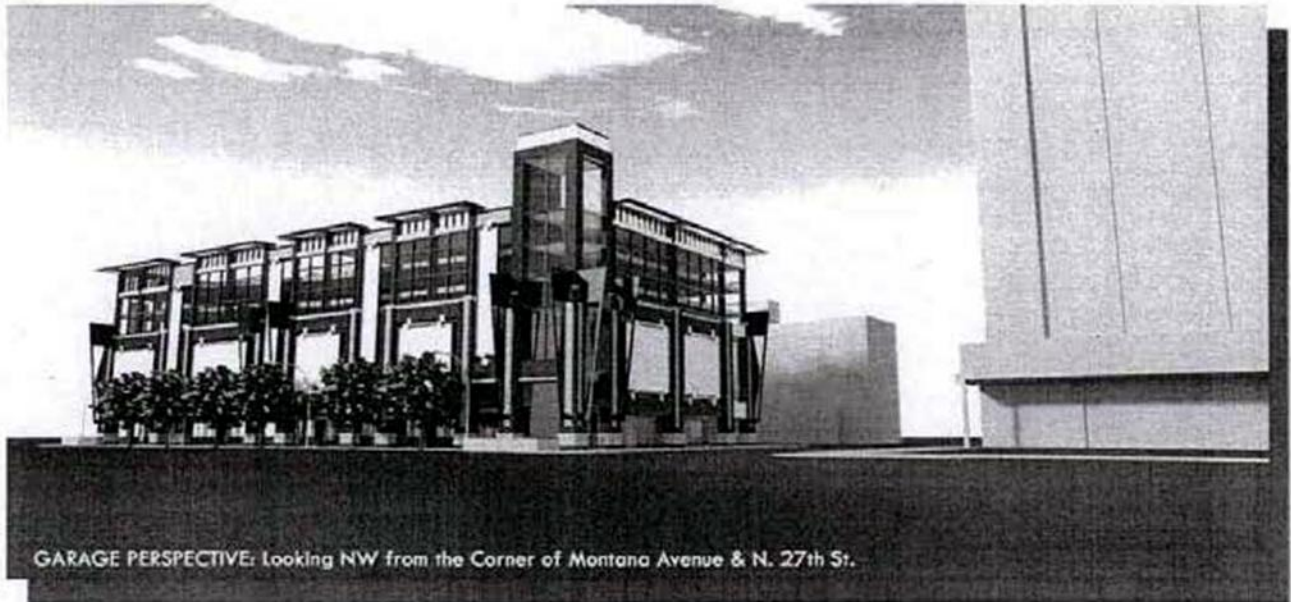
APPROVED BY CITY ADMINISTRATOR

Attachments

First refusal plan view

Purchase Agreement with Alley Cat Investments LLC

EXHIBIT "A"



REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (A~~Agreement~~) is effective as of the ___ day of _____, 2011 (A~~Effective Date~~) by and between **ALLEY CAT INVESTMENTS, LLC**, of 2708 First Avenue North, P.O. Box 2094, Billings, MT 59101 (“ALLEY CAT”) and the **CITY OF BILLINGS**, of 210 North 27th Street, Billings, MT 59103 (“CITY OF BILLINGS”).

A. ALLEY CAT is currently an owner of fifty percent (50%) of a portion of the property described below (the “Property”), and also holds two options (together the “Option”) to acquire the remaining portion of the Property.

B. ALLEY CAT intends to exercise the Option on or prior to March 30, 2011 and acquire the Property. The closing of the conveyance of the Property to ALLEY CAT upon exercise of the Options is herein referred to as the “Option Closing”.

C. Upon the Option Closing, ALLEY CAT intends to sell, and CITY OF BILLINGS intends to purchase, the Property in accordance with the following terms.

D. Thereafter, CITY OF BILLINGS intends to demolish the existing building and improvements and construct a parking facility and related retail space, as set forth within the plans and drawings attached as Exhibit A hereto (the “Project”).

The parties, intending to be legally bound, agree as follows:

1. **Property.** At Closing, and upon and subject to the terms and condition of this Agreement, ALLEY CAT shall sell and convey to CITY OF BILLINGS, and CITY OF BILLINGS shall purchase and acquire from ALLEY CAT, the following Property:

All of ALLEY CAT’s right, title, and interest in and to the real property (and all improvements, tenements, hereditaments, and appurtenances thereto), legally described as Lots 1-7, Block 109, Original Townsite of Billings, Montana, located in Yellowstone County, Montana (the “Property”).

2. **Purchase Price; Payment.** CITY OF BILLINGS shall pay to ALLEY CAT the sum of _____ DOLLARS (\$_____) (the A~~Purchase Price~~). The Purchase Price shall be payable by CITY OF BILLINGS to ALLEY CAT as follows:

a. **Earnest Money.** Upon the execution of this Agreement by CITY OF BILLINGS and ALLEY CAT, CITY OF BILLINGS shall deliver an amount equal to FIFTEEN THOUSAND DOLLARS (\$15,000.00), as A~~Earnest Money~~ to ALLEY CAT. The Earnest Money shall be applied to the Purchase Price at Closing. Prior to May 2, 2011, the Earnest Money is refundable as set forth herein.

b. **Cash at Closing.** At Closing, CITY OF BILLINGS shall deliver to the Closing Agent (defined below) the balance of the Purchase Price (\$_____) in cash or other readily available funds.

3. **Evidence of Title.** Upon Closing, ALLEY CAT agrees to execute and deliver to CITY OF BILLINGS a standard Warranty Deed conveying fee simple absolute title for the Property, subject only to the following exceptions:

- a. All reservations and exceptions in patents from the United States or the State of Montana;
- b. All existing easements and rights-of-way apparent and of record;
- c. All building, use and zoning restrictions and ordinances, and sanitary and environmental restrictions;
- d. Taxes and assessments for the current year and thereafter;
- e. All mineral rights and prior conveyances or transfers of any interest in minerals, including but not limited to oil, gas, and other hydrocarbons; and
- f. All existing leases and tenancies.

4. **Title Insurance.** Upon Closing, ALLEY CAT agrees to provide to CITY OF BILLINGS a commitment for title insurance covering the Property in an amount at least equal to the Purchase Price. The commitment shall show that ALLEY CAT is vested with merchantable title subject only to those exceptions allowable in the paragraph above entitled "Evidence of Title".

5. **Leases.** At Closing, CITY OF BILLINGS shall take the property subject to the current tenant leases, and shall assume all tenancies upon the Property. ALLEY CAT agrees to provide CITY OF BILLINGS a list of the tenancies prior to Closing.

6. **Conditions to Closing.** Each party's obligation to perform this Agreement is contingent upon each and every obligation of the other party being fully performed in accordance with this Agreement. In addition, ALLEY CAT's obligation to perform Closing is contingent upon the parties entering into a separate agreement(s) to adequately address, in ALLEY CAT's discretion, the following conditions:

a. CITY OF BILLINGS shall grant ALLEY CAT a continuing right of first refusal to reacquire any portion of the Property (e.g., the existing building and/or the adjacent parking lot) in the event that CITY OF BILLINGS desires to sell, as well as a fair market option to reacquire any portion of the Property at ALLEY CAT's election in the event that construction of the Project has not commenced within two years of the Closing Date;

b. From and after the Closing Date and until such time that the Project demolition is commenced, CITY OF BILLINGS shall grant ALLEY CAT the right to use the existing parking lot located on Lots 5-7 of the Property, at no expense or cost to ALLEY CAT, upon terms and conditions (including reasonable insurance and indemnification provision) set forth in a written agreement between ALLEY CAT and CITY OF BILLINGS;

c. CITY OF BILLINGS shall grant ALLEY CAT design input of the parking project or otherwise covenant to ensure architectural significance of the quality shown in the attached Exhibit A; and

d. In the event the Project (or any similar facility) is completed or to be completed, then (i) ALLEY CAT would be granted a fair market option and right of first refusal to purchase (or lease) the first floor retail space of the new facility located on the corner of 1st Avenue North and Montana Avenue as indicated by the “Proposed Retail Option” on the attached Exhibit A; and (ii) CITY OF BILLINGS shall condominiumize and grant ALLEY CAT title to (or provide a permanent and assignable easement for) the first floor, ground-level parking area to be constructed (which shall consist of a minimum twenty-five (25) parking spaces as indicated by the “Proposed Parking Area” on the attached Exhibit A) for a purchase price equal to a fair market value of \$_____ per space, as replacement parking for ALLEY CAT’s (or its assignee’s) business and customers.

7. **Additional Contingency; Option.** The parties acknowledge that ALLEY CAT currently has two options to acquire the parcels which constitute the Property (together the “Option”). ALLEY CAT has or intends to exercise the Option in order to acquire the Property and then immediately convey the same to CITY OF BILLINGS at the Closing and upon the terms of this Agreement. ALLEY CAT’s obligation to proceed with the Closing of this Agreement is contingent upon its acquisition of the Property in accordance with the terms of the Option. However, in order to facilitate the intended conveyances, and allow the parties to avoid duplication of closing costs and related fees, the parties agree that ALLEY CAT may elect to assign the Option to CITY OF BILLINGS at and as a condition to Closing, in which case CITY OF BILLINGS shall acquire the Property directly from its current owners including the ALLEY CAT (collectively with ALLEY CAT the “Current Owners”), so long as the following conditions are met to the parties’ satisfaction:

a. The Current Owners of the Property shall consent to the assignment and exercise of the Option for the benefit of CITY OF BILLINGS by executing a counterpart of this Agreement, in which case CITY OF BILLINGS shall inure to all of the rights and privileges of ALLEY CAT under the Option, including the right to have all tenancies terminated or otherwise converted to a monthly-basis;

b. At Closing, (i) ALLEY CAT shall assign and convey the Option to CITY OF BILLINGS by assignment and quitclaim deed, and (ii) the Current Owners convey the Property to CITY OF BILLINGS by the Warranty Deed required to be delivered under this Agreement;

c. The Purchase Price shall not include any additional costs on account of CITY OF BILLINGS having to separately close under the Option Closing;

d. At Closing, CITY OF BILLINGS shall pay the Purchase Price in cash as follows: (i) to ALLEY CAT a sum equal to the amount that the Purchase Price exceeds the exercise price under the Option (i.e., \$_____, hereafter the “Exercise Price”) and (ii) to the Current Owners a sum equal to Exercise Price, to be allocated pursuant to the terms of the Option;

e. At Closing, (i) the Current Owners and ALLEY CAT shall share in the cost of the Title Insurance in proportion to their relative shares of the Purchase Price; (ii) the real property taxes, levies and assessments shall be prorated between the Current Owners and CITY OF BILLINGS; and

f. Except for the foregoing, CITY OF BILLINGS shall acquire the Property upon and subject to all of the terms and conditions of this Agreement; provided that the Current Owners of the Property shall be substituted for the CITY OF BILLINGS where necessary to give effect to the provisions

hereof.

8. **Closing.** The consummation and closing of this Agreement (“Closing Date”) shall occur on or before May 2, 2011, at the offices of First Montana Title Company (“Closing Agent”). Time is of the essence with respect to the Closing Date, and accordingly, if Closing fails to occur on or before May 2, 2011, then, at the option of ALLEY CAT, the Earnest Money shall be refunded to CITY OF BILLINGS and this Agreement shall terminate. The actual date of the Closing is herein referred to as the “Closing Date.”

a. The parties shall prorate all real property taxes, levies and assessments as of the Closing Date;

b. Possession and risk of loss shall pass from ALLEY CAT to CITY OF BILLINGS on the Closing Date;

c. The parties shall deliver at Closing all documents, instruments and monies necessary to complete the Closing in accordance with this Agreement, including without limitation, the deed, assignment and assumption of leases, realty transfer certificates, resolutions of the parties, closing statement, etc; and

d. All customary closing costs shall be shared equally between ALLEY CAT and CITY OF BILLINGS. In addition, ALLEY CAT and CITY OF BILLINGS shall equally split a reasonable legal fee incurred by ALLEY CAT for preparation of this Agreement.

9. **Default and Remedies.** Except as otherwise provided within this Agreement, the rights and remedies provided by this Agreement are cumulative and are not exclusive of any rights and remedies provided by law. Accordingly, either party may pursue all rights and remedies at law or in equity under Montana law, including the remedy of specific performance.

10. **Exchange.** The parties acknowledge and agree that it may be the intention of one or both parties to create a §1031 tax-deferred exchange in connection with this transaction. Each party agrees that the other party’s rights and obligations under this Agreement may be assigned to facilitate such exchange and that this Agreement may become part of an integrated, interdependent exchange agreement. Each party agrees to cooperate with the other in any manner necessary to enable the other to qualify for and complete such exchange provided there is no additional cost or liability to the cooperating party.

11. **Miscellaneous.**

a. **Assignment.** No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other parties which shall not be unreasonably withheld.

b. **Binding Effect.** Subject to the preceding provision regarding assignment, this Agreement is binding upon, and shall inure to the benefit of, the heirs, personal representatives, successors, and assigns of each of the parties hereto.

c. **Notices.** Any notice provided for or concerning this Agreement shall be in writing and be

deemed sufficiently given when hand-delivered or sent by certified or registered mail if sent to the respective address of each party as set forth below. The address of a party to which notices or other communications must be mailed may be changed from time to time by giving notice to the other parties in accordance with this Section. Notice served by mail shall be deemed complete when deposited in the United States mail, postage prepaid. The addresses of the parties for these purposes and for all purposes hereunder are as set forth above.

d. Waiver. Except as otherwise expressly set forth herein, a party's failure to require strict performance of any provision of this Agreement, or the waiver of any breach of any provision, shall not be construed as thereafter waiving any such provision, but such provision shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. Time is of the essence in this Agreement and all clauses herein.

e. Entire Agreement. No amendment to this Agreement shall be effective unless in writing and signed by all parties hereto. This Agreement, together with any exhibits, schedules or other instruments attached (or to be attached) constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement, and supersedes any other written or oral agreements between the parties in respect thereto.

f. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and disbursements in addition to any other relief to which such party may be entitled, including fees, costs and disbursements at trial and on appeal.

g. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Montana.

h. Invalidity. The invalidity of any provision of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

i. Counterparts; Facsimile. A copy of this Agreement may be executed by each party separately, and when each has executed a copy thereof, such copies, taken together, shall be deemed to be a full and complete original contract between the parties. Signature pages may be detached from counterparts and attached to a single original of this Agreement to physically form one document. A signature to this Agreement or a counterpart may be delivered by facsimile and any such facsimile signature shall be deemed an original signature hereto.

j. Headings. The headings of articles, sections, paragraphs, subsections, and subparagraphs in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

k. Recitals. The recitals to this Agreement are incorporated herein by this reference and shall be an integral part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date set forth above.

CITY OF BILLINGS'S COMMITMENT

CITY OF BILLINGS hereby agrees to the terms and conditions set forth in this Agreement.

DATED: _____

ALLEY CAT'S COMMITMENT

ALLEY CAT hereby agrees to the terms and conditions set forth in this Agreement.

DATED: _____

EXHIBIT A

[to be attached]

Regular City Council Meeting

Date: 04/11/2011

TITLE: Purchase Agreement with Zootist Garage, LLC for Lots 8-12, Block 109
Billings Original Townsite

PRESENTED BY: Bruce McCandless, Asst. City Administrator

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The Downtown Billings Partnership (DBP) Board of Directors recommends that the City of Billings purchase lots 8-12, block 109 of the Original Townsite of Billings, generally located on the north side of Montana Avenue between N. 27th St. and N. 28th St. (Broadway). The property contains the Northern Hotel parking garage. The property would be purchased as part of the land assemblage for a new, 500 space public parking structure, presently being called the Empire Parking Garage. The purchase price would be the review appraisal amount, presently estimated to be \$900,000. The final appraisal review will be completed prior to April 15th. If Council approves the purchase agreement, the property will be purchased as soon as feasible. The funding is available in the form of \$1,500,000 from the N. 27th Street Tax Increment District and \$1 million Parking Fund reserves. The owner's willingness to sell is conditioned on the Council also approving a development agreement that would reimburse the Northern Hotel for some of the public improvements that are part of the hotel's redevelopment.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the purchase agreement;
- Reject the purchase agreement and delay the proposed parking garage until an undetermined time in the future; or
- Amend the agreement

FINANCIAL IMPACT

Per Resolution No. 93-16740, the City staff requested two real estate appraisals and a review appraisal for the property purchase. The review appraiser will deliver his work no later than April 15, so the final purchase price is not known. The two primary appraisals have a \$200,000 spread, so the average of \$900,000 is being used at this time. The proposed sources of funds for the purchase are the N. 27th Street Tax Increment (\$1.5 million) and the Parking Fund (\$1 million). There are sufficient funds to accomplish the purchase, however, additional large projects will not be possible for the remainder of the year. Depending on the Council's decisions on three (3) other transactions, there may not be funding available for other large projects until the increment grows substantially higher and parking reserves are replenished. The Parking Fund payment will use all of the discretionary reserves and the tax increment portion of the payment equals almost 80% of the tax year 2010 increment.

The three associated items are approving a development agreement and grant for the Northern Hotel, purchasing additional property in the same block and constructing a new parking garage. The other property is the remainder of the 1/2 block, being the Windsor Court building and the surface parking lot between the Northern parking garage and Windsor Court. Those properties are located on the east 7 lots of the block. The estimated cost of that purchase is \$1.65 million.

After the property is secured, the DBP will propose that the City bond for constructing a 500 +/- space parking structure. That structure could cost \$11 million to \$17 million. If the Council approves that proposal, the bond debt service will require commitment of over half of the annual tax increment income, sale of the Park IV structure and \$100,000 per year payment from the Parking fund.

The development agreement and grant are for the purpose of reimbursing the Northern Hotel developer for public improvements associated with the hotel's redevelopment. Examples of those improvements are streetscape, curbs, gutters, sidewalks and work on the building exterior or facade. The maximum grant is approximately \$2.1 million and would be paid over as many as 20 years. The property owner will sell the garage to the City only if the development agreement and grant are approved by the City Council. Starting with an annual tax increment of \$1.9 million and deducting \$1.1 million for garage bond debt service, \$300,000 for the DBP management agreement and \$100,000 for other committed expenses, about \$400,000 per year should be available for projects. If the developer receives the proposed 45% of the available increment, or \$180,000/year, there will be \$220,000 per year available for all other downtown public improvement projects.

BACKGROUND

In 2009, the City contracted for and received a parking demand study. Its primary purpose was to identify areas in the downtown that have the highest demand for additional public parking. The study indicated that there are two or three downtown locations where the City should consider building a new parking structure. The area around the new Federal Courthouse and at 4th and Broadway were identified as high priority but not having immediate parking needs. The area near a proposed downtown convention center on Montana Avenue was the highest potential demand site. The study estimated that there would be a 500+/- parking space deficiency at this location within 5 years, but only if a convention center is constructed (see Section 5 Summary Recommendations, page 62).

After obtaining the study, the Downtown Billings Partnership (DBP) contracted for a convention center market study. The study indicated that the city, specifically downtown, can support a 25,000 sq. ft. convention center. It should be constructed, owned and operated by one of the downtown hotels. The DBP approached those businesses to determine their interest in a convention center and a new parking structure to support it. None of the hotels or other businesses have committed to building and operating the convention center but the DBP is still working with them to develop that interest and commitment.

The preferred parking structure location is on Montana Avenue between N. 27th and N. 28th (Broadway). That structure would contain approximately 500 spaces and approximately 18,000 sq. ft. of retail space on the ground floor, facing Montana Avenue. The estimated cost is between \$11 million and \$17 million. Zootist Hospitality purchased the Northern Hotel and parking garage in 2009 at a tax sale. Since then, the owners remediated the environmental hazards, demolished the interior of the hotel and stabilized the parking structure. About 70 parking spaces are being used for the hotel contractors and for month to month parking leases. The owners are still seeking financing for the estimated \$20 million to \$30 million project.

City Resolution No. 93-16740 sets property acquisition standards. Two appraisals and a review appraisal are required due to this property's value. The DBP contracted for an appraisal and the City contracted for the other appraisal and the review appraisal. The two appraisals indicate the value of the garage to be between \$800,000 and \$1 million, so the average of \$900,000 is used for this report. The review appraiser will deliver his report no later than April 15th and Zootist

has agreed to accept the review appraisal price. The purchase agreement sets a number of conditions for the property sale. The principal ones are:

- The City Council must approve a development agreement and grant of up to \$2.1 million to reimburse the hotel developer for eligible tax increment project costs;
- \$15,000 earnest money deposit that is forfeited if the City doesn't close;
- Zootist may use the parking structure free until ordered to vacate by the City;
- City will provide free parking for 100 Northern Hotel construction workers, managed by the DBP;
- If the Hotel reopens prior to the City completing the new parking garage, the City will provide free valet parking for 110 guests, managed by the DBP;
- Design approval for the new garage;
- Option to purchase or lease up to 187, 1st and 2nd floor parking spaces in the new garage for approximately \$4,300/space;
- Option to purchase the west corner of the retail space for the market price to be determined later;
- If the City fails to construct the new garage within 2 years, Zootist may reacquire the property.

RECOMMENDATION

The Downtown Billings Partnership Board of Directors recommends that the City Council approve a purchase agreement for lots 8-12, block 109 of the Original Townsite of Billings from Zootist Garage, LLC.

APPROVED BY CITY ADMINISTRATOR

Attachments

Northern hotel garage purchase agreement - final

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT (this "Agreement") is made this [____] day of April, 2011, by and between ZOOTIST GARAGE, LLC, with mailing address at 555 Zoot Enterprises Lane, Bozeman, MT, 59718 ("Zootist") and THE CITY OF BILLINGS, with mailing address at 210 North 27th Street, Billings, Montana, 59103 ("The City").

FOR VALUABLE CONSIDERATION, IT IS AGREED:

1. **Purchase and Sale of Assets.** On the Closing Date defined below, but subject to the conditions specified in Section 4 below, Zootist agrees to sell to The City, and The City agrees to purchase from Zootist, on the terms and conditions stated in this Agreement, the following property (collectively, the "Property"):

(a) **Real Property.** The following real estate in Yellowstone County, Montana (the "Real Property"):

Lots 8, 9, 10, 11 and 12, Block 109 of Town of Billings, in the 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 #16312,

together with all rights (including without limitation development rights), privileges, easements, structures, appurtenances, improvements and fixtures appurtenant thereto.

2. **Purchase Price.** The purchase price for the Property is [**EIGHT HUNDRED TEN THOUSAND DOLLARS AND ZERO CENTS (\$810,000.00)**] (the "Purchase Price"), payable in cash or certified funds at closing.

3. **Conditions to Closing; Closing Date.** Each party's obligation to perform this Agreement is contingent upon each and every obligation of the other party being fully performed in accordance with this Agreement. In addition, Zootist's obligation to perform Closing (as defined below) is contingent upon the parties entering into separate agreement(s) to adequately address, in Zootist's discretion, all of the following conditions:

- (a) The City shall grant Zootist a continuing right of first refusal to reacquire the entire Property for the Purchase Price in the event that The City desires to sell the Property or any portion thereof, as well as an irrevocable option and right of first refusal to reacquire the Property for the Purchase Price at Zootist's election in the event that razing of the Existing Facility (as defined below) to construct the new parking garage facility to be built on the Property (the "New Facility") has not commenced within two (2) years of the Closing Date.
- (b) From and after the Closing Date and until such time that the demolition of the existing parking garage located on the Property (the "Existing Facility") is actually commenced (the "Demolition Date"), The City shall lease to Zootist the

entire Property, including the Existing Facility for \$1.00 until City's notice to Zootist of intent to commence demolition of the Existing Facility. The City shall not be obligated to maintain the Property or the improvements thereon during the period of the lease. ;

- (c) The City will not commit itself to any particular design or plan regarding the New Facility until Zootist has provided its prior written consent of the design and scope of the New Facility, including subsequent material changes to the design and scope of the New Facility, provided such consent shall not be unreasonably withheld;
- (d) The City shall enter into a unit ownership agreement for the New Facility on terms and conditions mutually agreed to by the parties and Zootist shall be granted an irrevocable option and right of first refusal to purchase a condominium containing 187 contiguous parking spaces chosen by Zootist in its discretion within the New Facility at a price equal to the Purchase Price;
- (e) Zootist will be granted a fair market option and right of first refusal to purchase (or lease) the first floor retail space of the New Facility located on the corner of North 28th Street and Montana Avenue as indicated by the "Proposed Retail Option" on the attached Exhibit A in the minimum amount of 1,500 square feet;
- (f) Beginning on the Demolition Date until the later of the opening of the New Facility or Zootist's occupancy under the unit ownership agreement, The City agrees to provide, at its sole expense, an agreed upon alternative parking arrangement for up to 100 construction workers for the Northern Hotel. In addition City agrees to provide, at its sole expense, valet parking for up to 110 hotel guests in a paved, 24 hour secured parking lot.
- (g) The City and Zootist Hotel, LLC entering into a mutually acceptable urban renewal project Development Agreement for the Northern Hotel.
- (h) Proof of The City's approval of all of the documents and transactions described above or otherwise contemplated in connection with the sale of the Property.

Closing of this sale (the "Closing") shall occur on or before April [15], 2011, at the offices of First Montana Title, or, if the parties mutually agree, the date of Closing may be extended

4. Conveyance Documents. Zootist shall convey the Real Property to The City by a recordable Warranty Deed, free and clear of all liens, charges, encumbrances and other exceptions, except:

- A. Reservations and exceptions in patents from the United States and the State of Montana;

- B. existing easements and rights-of-way, visible or of record;
- C. all building, use, zoning, health, sanitary, environmental and similar laws, restrictions, ordinances, rules and regulations, including, but not limited to, covenants, conditions and restrictions of record;
- D. general and special taxes and assessments for 2010 and subsequent years;
- E. prior conveyances, leases or transfers of any interest in minerals, including oil, gas and other hydrocarbons;
- F. any title exceptions identified in title insurance commitment; and
- G. existing month to month leases to existing tenants of the Real Property.

Zootist shall convey any personal property by Bill of Sale. In addition, Zootist shall provide to The City an affidavit stating that, to the best of Zootist's knowledge, on the Closing Date there have been no labor or materials furnished to the Real Property for which construction, mechanics', materialmen's, or other liens could be filed.

In addition, Zootist shall provide to The City any other documents reasonably needed to effectuate the conveyance of the Property to The City, but that do not unduly impose on Zootist any duties or obligations beyond what are expressly provided for in this Agreement.

5. Title Insurance.

The City shall obtain title insurance evidenced by a standard form American Land Title Association title insurance commitment in an amount equal to the purchase price, committing to insure merchantable title to the Real Property in The City's name, free and clear of all liens, encumbrances and title defects, except for the usual printed exceptions contained in the commitment and those items excepted in Paragraph 4 above. Zootist and The City shall share the cost of such title insurance equally. The City shall have the option of obtaining extended or enhanced title insurance coverage or additional endorsements to such title insurance at The City's expense.

Should The City's examination (at The City's expense) of the title commitment disclose title irregularities beyond the permitted exceptions described above which render the title unmerchantable, then Zootist shall proceed with reasonable diligence at the Zootist's expense to correct the same if such irregularities are specified in a written notice delivered to Zootist on or before ten (10) days after the title commitment has been made available to The City, but at least five (5) days before the Closing Date. If, on the Closing Date, Zootist has been unable to cure or remove any such title irregularities specified in the written notice, then this Agreement may be rescinded at the option of either party hereto, by written notice to the other party. Within a

reasonable time after the Closing Date, Zootist shall cause an owner's policy of title insurance to be issued to The City in accordance with the terms contained in this paragraph.

6. **Conveyance Documents.** On the Closing Date, but subject to the conditions set forth in Section 4 hereof, Zootist shall execute, as applicable, and deliver to The City:

- (a) A warranty deed conveying merchantable fee simple title to the Real Property, subject to the limitations and negative covenants contained therein;
- (b) Any and all other documents reasonably necessary to convey the Property to The City.

7. **Taxes and Assessments; Discharge of Encumbrances.** Real property taxes and assessments for the current tax year shall be prorated between the parties as of the Closing Date. Any and all assessments and taxes accruing after the Closing Date shall be the obligation of The City. Any encumbrances to be discharged by Zootist may, at Zootist's option, be paid out of the Purchase Price on the Closing Date.

8. **Zootist's Representations.** Zootist is a limited liability company that is validly existing under the laws of the State of Montana and has full limited liability company power and authority to execute, deliver, and perform its obligations under this Agreement. Zootist is fully authorized to enter into and perform its obligations under the Agreement or any other agreement or instrument necessary to consummate the transaction contemplated by this Agreement, and no third party consents are required with respect thereto. All requisite limited liability company action has been taken by Zootist in connection with the execution of this Agreement and the consummation of the transaction contemplated hereby. This paragraph shall survive closing hereunder.

9. **The City's Representations.** The City is a municipality of the State of Montana that is validly existing under the laws of the State of Montana and has full power and authority to execute, deliver, and perform its obligations under this Agreement. The City is fully authorized to enter into and perform its obligations under the Agreement or any other agreement or instrument necessary to consummate the transaction contemplated by this Agreement, and no governmental or third party consents not already obtained are required with respect thereto. All requisite governmental action has been taken by The City in connection with the execution of this Agreement and the consummation of the transaction contemplated hereby. This paragraph shall survive closing hereunder.

10. **Possession.** Subject to the satisfaction or waiver of the conditions specified in Section 3 hereof and the lease reference in Section 3(b), The City shall be entitled to possession of the Property upon completion of the Closing

11. **Right to Inspect for Environmental Issues.** To the best knowledge of Seller, the Real Property is in compliance with all environmental, health, and safety laws. To the best knowledge of Seller, no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced alleging non-compliance with such laws. To the

best knowledge of Seller, the Real Property has not been used for the handling, use, storage, treatment, recycling or disposing of any hazardous substance.

Buyer has completed a Phase One environmental review of the Property and has provided a copy of the report to Seller.

12. **Independent Inspection; Disclaimer of Representations and Warranties.**

SELLER IS SELLING THE PROPERTY AND BUYER IS PURCHASING THE PROPERTY FROM SELLER UPON AN “AS IS, WHERE IS” BASIS WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS OR IMPLIED. SELLER DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY LAW, IN CONTRACT OR IN TORT OR OTHERWISE, THAT MAY APPLY TO ANY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF ANY IMPLIED CONDITION. BUYER ACKNOWLEDGES THAT BUYER HAS MADE ITS DECISION TO PURCHASE THE PROPERTY WITHOUT RELIANCE UPON ANY ADVICE OR EXPERTISE OF SELLER WHATSOEVER, INCLUDING WITH RESPECT TO ANY AND ALL ENVIRONMENTAL CONDITIONS ON OR ABOUT THE REAL PROPERTY INCLUDING ASBESTOS. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING HEREUNDER.

13. **Remedies on Default.**

- (a) If Zootist fails to consummate this Agreement in accordance with its terms for any reason within the control of Zootist, The City shall have as The City’s sole remedy the option of:
 - (i) Rescinding this Agreement by giving written notice to Zootist; or
 - (ii) Enforcing specific performance by Zootist of Zootist’s obligations hereunder.

- (b) If The City fails to consummate this Agreement in accordance with its terms for any reason within the control of The City, Zootist shall have as Zootist’s sole remedy against The City the option of either of the following:
 - (i) Rescinding this Agreement by giving written notice to The City; or
 - (ii) Enforcing specific performance by The City of The City’s obligations hereunder.

14. **Attorney Fees.** . If a dispute arises regarding this Agreement or performance hereunder and the other party employs an attorney because of such default, each party shall bear their own attorney’s fees and costs, incurred at any time because of the default.

15. **Notice.** Any notice to be given hereunder shall be in writing and shall either be served upon a party personally, or served by registered or certified mail, return receipt requested, directed to the party to be served at the address of the party stated on the first page of this

Agreement. A party wishing to change his designated address shall do so by notice in writing to the other party. Notice served by mail shall be deemed complete when deposited in the United States mail, postage prepaid.

14. **Risk of Loss.** Risk of loss shall remain with Zootist until the Closing Date. The City shall bear all risk of loss effective as of the Closing Date upon the successful completion of all conditions to closing contained in this Agreement.

15. **Facsimiles and Counterparts.** A facsimile copy of this Agreement containing the signature of either party shall be accepted as the original. This Agreement may be executed in one or more counterparts, which taken together shall constitute one and the same document.

16. **Time; Assignment and Binding Effect.** Time shall be of the essence of this Agreement. Except as contemplated in Section 20, no party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other parties which shall not be unreasonably withheld. The terms and conditions hereof shall inure to the benefit of, and be binding upon, the heirs, legal representatives, successors and permitted assigns of the parties hereto.

16. **Real Estate Brokers and Commissions.** Buyer and Seller represent and warrant to the other that neither of them has employed a broker, salesperson, finder, or agent in connection with this transaction or incurred any liability or obligation to pay any fees or commissions to any broker, salesperson, finder, or agent with respect to the transactions contemplated by this Agreement. In the event that any claim is made for compensation or commission by any such person, the party who has incurred the liability will pay and discharge the liability and hold the other party harmless and indemnified for such liability.

17. **Entire Agreement.** This Agreement embodies the entire Agreement between the parties, and supersedes all prior negotiations, understandings and agreements, if any, relating to the Property. This Agreement may be amended, modified, or supplemented only by an instrument in writing duly executed by both parties hereto.

18. **Mold Disclosure Statement.** The following disclosure is given pursuant to the Montana Mold Disclosure Act, Montana Code Annotated §70-16-701 et seq. MOLD: There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth may be available from your county extension agent or health department. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed immune systems. Some experts contend that certain strains of mold may cause serious and even life-threatening diseases. However, experts do not agree about the nature and extent of the health problems caused by mold or about the level of mold exposure that may cause health problems. The Center of Disease Control and Prevention is studying the link between mold and serious health conditions. Zootist, landlord, seller's agent, buyer's agent, or property manager cannot and does not represent or warrant the absence of mold. It is The City's or

tenant's obligation to determine whether a mold problem is present. To do so, the buyer or tenant should hire a qualified inspector and make any contract to purchase, rent, or lease contingent upon the results of that inspection. A seller, landlord, seller's agent, buyer's agent, or property manager who provides this mold disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation or treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of or propensity for mold in a building that is subject to any contract to purchase, rent, or lease.

19. **Exchange.** The parties acknowledge and agree that it may be the intention of one or both parties to create a § 1031 tax-deferred exchange in connection with this transaction. Each party agrees that the other party's rights and obligations under this Agreement may be assigned to facilitate such exchange and that this Agreement may become part of an integrated, interdependent exchange agreement. Each party agrees to cooperate with the other in any manner necessary to enable the other to qualify for and complete such exchange provided there is no additional cost or liability to the cooperating party.

BUYER'S SIGNATURE: THE CITY OF BILLINGS hereby agrees to the terms hereof and acknowledge receipt of a copy of this Agreement bearing its signature.

DATED this ___ day of April, 2011.

THE CITY OF BILLINGS

By: _____
Name: _____
Its: _____

“The City”

SELLER'S SIGNATURE. ZOOTIST GARAGE, LLC hereby agrees to the terms hereof and acknowledges receipt of a copy of this Agreement bearing its signature.

DATED this ___ day of April, 2011.

ZOOTIST GARAGE, LLC

By: _____
Name: Mike Nelson
Its: President

“Zootist”

Regular City Council Meeting

Date: 04/11/2011

TITLE: Development Agreement with Zootist Hotel, LLC for a Tax Increment Grant

PRESENTED BY: Bruce McCandless, Asst. City Administrator

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The Downtown Billings Partnership (DBP) Board of Directors recommends that the City Council approve a development agreement with Zootist Hotel, LLC. The development agreement outlines terms of a tax increment grant to Zootist to reimburse the Northern Hotel developer for eligible improvement costs. Those improvements include curb, gutter, sidewalk, utility connections, facade improvements, windows, etc. Approval of the development agreement is one of the conditions for Zootist to sell the Northern Hotel parking garage to the City. The garage would be demolished and a new 500 space parking structure would be built on the property and adjacent property. This development agreement and grant are similar to previous ones, among the most recent being for the First Interstate Bank building in the East Billings Urban Renewal District.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the development agreement;
- Disapprove the development agreement and therefore not purchase the Northern parking garage; or
- Amend the agreement

FINANCIAL IMPACT

Exhibit C of the development agreement outlines how the developer will be reimbursed. The total estimated cost of eligible improvements exceeds \$2 million (Exhibit B). The grant amount is proposed to be the lesser of 1/3 of the difference in taxable market value of the pre-development and the post redevelopment hotel or the amount of the eligible improvements. Annual payments would be spread over several years, perhaps as many as 20 years. The payments start after the hotel, including qualified improvements, is substantially complete and operating.

The annual payments would be 45% of the district increment, after deducting previously committed expenses such as bond debt service for a new parking garage and the DBP administration/operating contract. Starting with an estimated annual increment of \$1.9 million and deducting bond costs of \$1.1 million, \$300,000 for the DBP agreement and \$100,000 for other projects, about \$400,000 per year of increment should be available for projects. If Zootist receives 45% of the \$400,000, it will be paid \$180,000, leaving \$220,000, or 11% of the total annual increment, for all other district projects. An unusual element of this agreement is that it allows Zootist to apply for tax abatements under the City and County programs, but any abated taxes would be deducted from the tax increment grant amount and grant funds would not be paid until the abatement period, usually 5 years, expires.

RECOMMENDATION

The Downtown Billings Partnership Board of Directors recommends that the City Council approve a development agreement with Zootist Hotel, LLC for a tax increment grant.

APPROVED BY CITY ADMINISTRATOR

Attachments

Development agreement final draft

DRAFT DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Agreement”) dated as of _____, day of _____, 2011, is made by and between **ZOOTIST HOTEL, LLC**, a Montana limited liability company whose address is 555 Zoot Enterprises Lane, Bozeman, MT 59718 (the “Developer”), and the **CITY OF BILLINGS**, a municipality of the State of Montana whose address is 210 North 27th Street Billings, Montana 59103 (the “City”) (Developer and City are collectively the “Parties”).

WITNESSETH:

WHEREAS, The City has pursuant to Ordinances Nos. 08-5483, 06-5394, and 05-5333 (the “Ordinances”) created and expanded the North 27th St. Urban Renewal District which contains a tax increment provision (the “District”) and

WHEREAS, Developer owns and plans to develop property in the District as a hotel (including restaurant, bar and retail space) (the “Project”) upon that property described upon Exhibit A (the “Property”); and

WHEREAS, the Project will include the qualified improvements set forth in Exhibit B attached hereto and made a part hereof (the “Qualified Improvements”); and

WHEREAS, it is the intention and desire of the Parties that a portion of the tax increment revenue generated from the District (the “Adjusted District Tax Increment Revenue” as more specifically defined in Section 4) will be used to reimburse Developer for the costs of the Qualified Improvements; and

WHEREAS, it is necessary and desirable for the Project that the Developer proceed with construction of the Qualified Improvements paying for them with private funds; and

WHEREAS, the City has determined pursuant to the Ordinances that the Project and Qualified Improvements to be constructed therewith are Urban Renewal Projects within the Montana Urban Renewal Law and that such improvements are eligible for tax increment financing; and

WHEREAS, the City has determined that it is appropriate to provide some reimbursement to Developer for the costs of the Qualified Improvements on a periodic basis; and

WHEREAS, City and Developer wish to enter into an agreement to establish the terms and conditions and methodology by which City will reimburse Developer from District Tax Increment Revenue.

NOW THEREFORE, City and Developer agree, covenant and represent as follows:

Section 1. Development of the Project.

- 1.01. The Developer has submitted an application for tax increment financing or funding of the Project that was reviewed and approved by the Downtown Billings Partnership, Inc. Board of Directors on March 25, 2011, attached as Exhibit D (the “Application”) which includes schematic, site, landscaping and construction plans for the Project and a Project schedule. The Developer will Commence Construction (as defined below) of the Project within 3 years from the date of this Agreement. For purposes of this Agreement, “Commence Construction” means to obtain complete construction financing and begin construction in earnest in conformance with the overall construction schedule for the Project. The City acknowledges and agrees that Developer has already performed a substantial amount of demolition with respect to the Project and is continuing to perform some construction on the Project, and that Developer shall not be deemed to have “Commenced Construction” hereunder as a result of such activities. Developer will use commercially reasonable efforts to **[Note: I thought we agreed to leave this language in]** substantially complete the construction of the Project within twenty four (24) months of the date on which Developer has Commenced Construction. Developer shall complete construction of the Qualified Improvements substantially in conformance with the Application.
- 1.02. The Developer will utilize the City’s normal construction plan review procedures and will obtain all necessary construction permits with respect to the Project. The Developer shall construct all Project Improvements in accordance with City ordinances and other applicable local, state and federal regulations. The proposed building plan shall be in conformance with the current zoning of the Property. All improvements and construction on and adjacent to the Project, including, but not limited to on-site development, building construction, landscaping, and lighting shall be performed in accordance with all local, state, and federal regulations.

Section 2. Construction and Maintenance of the Qualified Improvements. The Developer will construct the Qualified Improvements as a part of the construction of the overall Project and shall substantially complete the Qualified Improvements in material conformance with the plans in the Application before occupancy of the Project. The Qualified Improvements will be maintained for their normal useful life by the Developer in a reasonable manner and at no cost to the City, except to the extent similar Qualified Improvements are generally maintained by the City for other businesses in the District. The City acknowledges and agrees that replacement of Qualified Improvements for reasonable purposes (e.g. such Qualified Improvements are at the end of their useful life,

have been damaged or are no longer in style) shall not alleviate the City's obligation to reimburse for such Qualified Improvements. The City acknowledges and agrees that (a) the Developer has received and may in the future receive other public or private funding sources that could affect the Developer's plans regarding the Qualified Improvements and (b) the plans for and design of the Project may be revised from time to time. In the event of any such change, the Developer may submit an amended Application setting forth such changes for the City's review. The City agrees to review any such amended Application promptly and in good faith.

Section 3. Assessments and Taxes. The Developer acknowledges and understands that the Project will be assessed for real property taxes and may be subject to special improvement assessments, including the Downtown Billings Business Improvement District. Notwithstanding the foregoing, nothing in this Agreement shall be deemed a waiver of the Developer's right to protest the creation of any special improvement district(s) or of any other rights of the Developer.

Section 4. Reimbursement. The Parties intend that a portion of the Adjusted District Tax Increment Revenue be used to reimburse the Developer for costs of the Qualified Improvements. Subject to the terms and conditions of this Agreement, City agrees to allocate and pay to Developer a portion of the Adjusted District Tax Increment Revenue by annual payments as follows:

4.01 Calculation of Annual Reimbursement Payment. The City's reimbursement payment to Developer shall be calculated annually for each tax year beginning with Tax Year One (as defined below), and shall be payable according to Section 4.02, subject to the provisions of Sections 4.03 and 4.04 ("Annual Reimbursement Payment"). **[The Annual Reimbursement Payment shall be 45% of the Adjusted District Tax Increment Revenue. "Adjusted District Tax Increment Revenue" shall be the aggregate "tax increment" (as defined on the date of this Agreement in Section 7-15-4283 of the Montana Code) revenue actually received by the City for the entire District for the related tax year minus all encumbered project allocations identified in Exhibit E.]** An example of the calculation of the Annual Reimbursement Payment is set forth on Exhibit C.

4.02 Payment of Annual Reimbursement Payment. The Annual Reimbursement Payment shall first become due for the year in which construction of the Project, including all of the Qualified Improvements are substantially completed, a certificate of occupancy is issued, and real property taxes are actually collected for the completed Project ("Tax Year One"). City shall pay Developer the Annual Reimbursement Payment without interest, setoff or recoupment on or before July 1st of each year or within 10 days following Yellowstone County's transfer of the prior year's first and second half tax increment payment/distribution to the City, whichever occurs later.

4.03 Maximum Reimbursement Amount. The cumulative Annual Reimbursement Payments from City to Developer under this Agreement shall not exceed

The Maximum Reimbursement Amount. **[The Maximum Reimbursement Amount is calculated based on 33% of the difference between \$2,110,130.00 (the 2010 assessed value of the Property as reflected on the Developer's property tax statement) and the assessed value of the Property in the first full tax year following completion of the Project.]** The calculation is set forth in Exhibit C. Subject to the terms of Section 4.04, upon payment by City of the Maximum Reimbursement Amount, City's obligation to reimburse Developer under this Agreement shall be satisfied and shall terminate.

4.04 Limitation and Termination of Reimbursement. In no event shall Developer be reimbursed for more than the actual cost of the Qualified Improvements as set forth in Exhibit B, and as documented as actual expenditures by Developer. City and Developer acknowledge that they have identified total Qualified Improvements of \$2,180,827. Under no circumstances will the total amount of Qualified Improvements reimbursed by City exceed \$2,180,827, unless the City otherwise approves. The Parties acknowledge and agree that the actual cost of Qualified Improvements and the cost estimates for Qualified Improvements on Exhibit B may differ by up to 50% without affecting the reimbursement hereunder.

City's obligation to reimburse Developer for the Qualified Improvements shall terminate, without notice, upon the occurrence of any of the following events:

- a. The later of August 11, 2020 or such later date that the District terminates, regardless of whether the Maximum Reimbursement Amount has been paid. The Parties acknowledge that the term of the District is presently 15 years commencing on August 11, 2005; however, the term may be extended by issuance of bonds for the District; or
- b. Payment of the Maximum Reimbursement Amount; or
- c. Developer's failure to make properly due and owing property tax payments for the Property; or
- d. Sale of the Property by Developer, where the purchaser does not agree to the terms and conditions of this Agreement; or
- e. Developer's unreasonable restriction or elimination in whole or in part of any of the Qualified Improvements; or

4.5 If Developer receives a property tax abatement, the reimbursements hereunder shall be delayed until the abatement period terminates. The maximum aggregate amount of property tax abatement and reimbursement amounts shall not exceed the greater of \$2,000,000 or the Maximum Reimbursement Amount.

Section 5. Obligation of the City. It is the City’s intention to reimburse the Developer annually for a portion of Qualified Improvements costs when and to the extent that the Project Tax Increment Revenues are received.

Section 6. Entire Agreement. This Agreement supercedes all prior written or oral understandings which the parties may have had and constitutes the entire agreement between the parties.

Section 7. Governing Law. This Agreement shall be governed by and construed in accordance with the applicable laws of the State of Montana.

Section 8. Construction. If any provision of this Agreement is found invalid to any extent, the remainder of this Agreement shall not be affected thereby, and any provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 9. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns. Provided, however, that Developer shall not be entitled to assign its interests under this Agreement, unless any successor or assignee of Developer assumes in writing all of the obligations, stipulations and agreements of Developer under this Agreement.

Section 10. Notices. Any notice, demand or request under this Agreement shall be delivered in person or sent via US Certified Mail, postage prepaid, to the Parties at the following addresses:

City of Billings	_____
210 North 27 th Street	_____
Billings, MT 59103	_____
Attn: Financial Services Manager	Attn:_____

Section 11. Indemnification and Attorney’s Fees. The Developer and the City agree to indemnify, defend and hold harmless each other for any and all claims, demands, lawsuits, judgments, liabilities or damages including reasonable attorneys fees arising out of their respective negligent or intentional acts or omissions.

If it becomes necessary for any Party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement, or to give any notice required herein, then the prevailing party shall be entitled to recover from the other reasonable attorney fees and costs.

Section 12. Amendments. Amendment or modification of this Agreement or any provisions herein shall be made in writing by the Party requesting the change and upon acceptance and execution by all Parties shall become a part of this Agreement.

Section 13. Force Majeure. For the purposes of this Agreement “Force Majeure” shall mean any act of God, fire, earth movement, flood, explosion, action of the elements, war,

invasion insurrection, acts of terrorism, riot, mob violence, sabotage, inability to procure general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, action of labor unions (unless provoked in bad faith violation of any labor laws by the party claiming its obligation or undertaking was prevented or delayed), condemnation, requisition, laws, orders of governmental or civil or military or naval authorities, or any other cause, similar to the foregoing, not within the control of such party. During any time period in which an element of Force Majeure may exist, the Parties hereto are excused as to any performance substantially affected thereby, other than the City's obligation to reimburse the Development hereunder.

Section 14. Parties to this Agreement. The only parties to this Agreement are the Developer and the City, and except as stated in this section nothing herein should be held to give rise to claims of third parties. This Agreement establishes a right of reimbursement based on the cost of Qualified Improvements paid by the Developer and the City will honor that obligation.

IN WITNESS WHEREOF, the Parties have set their hands and seals the day and year first above written.

CITY OF BILLINGS

By: _____
Mayor

Attest: _____
City Clerk

“DEVELOPER”

By: _____

Its, _____

ACKNOWLEDGEMENT

STATE OF MONTANA)
)
 :ss
County of Yellowstone)

This instrument was acknowledged before me on the ___ day of _____,
20___, by _____ and
_____, respectively as Mayor and City Clerk or of the City of
Billings.

SEAL

Sign: _____
Print Name: _____
Notary Public for the State of Montana
Residing at Billings, MT
My Commission expires: _____

STATE OF MONTANA)
)
 :ss
County of Yellowstone)

This instrument was acknowledged before me on the ___ day of _____,
20___, by _____, the

SEAL

Sign: _____
Print Name: _____
Notary Public for the State of Montana
Residing at Billings, MT
My Commission expires: _____

Exhibits

Exhibit A –

Exhibit B –

Exhibit C –

Exhibit D –

Exhibit E –

DRAFT